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## LETTER OF AGREEMENT

Between

City Of Bellingham

And

What-Comm Dispatchers Guild

### Acting Appointment

I. **PURPOSE:** This Letter of Agreement outlines the mutual understanding and agreement between the parties regarding the terms and conditions for appointing What-Comm Guild members to serve in an acting capacity to an E Team position.

II. **SCOPE:** This agreement covers What-Comm Dispatchers Guild members in the What-Comm Dispatch Supervisor classification.

III. **RECITALS:**

WHEREAS, What-Comm Dispatchers Guild and the City of Bellingham recognize the potential for unforeseen circumstances, such as illness, injury, or unexpected vacancies, to disrupt essential public safety operations; and

WHEREAS, both parties acknowledge the importance of maintaining operational continuity to ensure the safety and well-being of the community; and

WHEREAS, both parties agree that appointing experienced individuals to temporarily fill designated vacancies is necessary to address these potential disruptions;

IV. **AGREEMENT:**

NOW, THEREFORE, the parties agree that:

At the discretion of the What-Comm Director or Chief of Police, a Supervisor may be offered a temporary assignment to serve in the capacity of Deputy Director in the event of the absence of the Deputy Director.

A. The employee will

- Remain a bargaining unit member on inactive status with the Union;
- Retain Union seniority rights;

- Continue to accrue service credit in their regular classification.
- If there is potential discipline, the employee will retain *Weingarten* rights, just cause protections, and grievance rights under the Agreement. Returning the appointee to their dispatcher/dispatch supervisor position is not considered discipline.

B. The City will

- Provide an offer letter to the employee outlining the terms and conditions of the acting assignment;
- Establish a rate of pay appropriate to the level of duties assigned;
- Maintain the employee on the benefits plans and schedules outlined in the Collective Bargaining Agreement.

C. The Union will

- Credit the acting appointment as continuing the member’s employment in a regular bargaining unit position;
- In the event of corrective action with another Union member, represent the Union member in danger of corrective action and not the acting Deputy Director.

This agreement shall be effective upon full ratification by the parties. An acting appointment shall not exceed 6 (six) consecutive calendar months in duration. Extensions may be granted for up to an additional 3 (three) consecutive calendar months upon written agreement between the What-Comm Dispatchers Guild and the City.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024 for **What-Comm Dispatchers Guild**:

\_\_\_\_\_  
 Sheri Ducker  
 President, What-Comm Dispatchers Guild

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024 for the **CITY OF BELLINGHAM**:

\_\_\_\_\_  
 Rebecca Mertzig  
 Chief of Police

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 Ameleah, Sullivan  
 Interim Human Resources Director