

2023-2024 AGREEMENT

Between

THE CITY OF BELLINGHAM, WASHINGTON

And

THE WHAT-COMM DISPATCHERS GUILD

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ARTICLE 1: RECOGNITION

The City of Bellingham recognizes the What-Comm Dispatchers Guild as the sole and exclusive bargaining agent with respect to wages, hours, and other conditions of employment, for all employees and Supervisors of the What-Comm emergency dispatch operation, excluding: the positions of administrative and accounting support and information technology and systems support; other positions as agreed to by the City and the Guild; elected officials; appointed members of boards; the executive head of What-Comm; confidential employees; and all other employees of the City of Bellingham. The City reserves the right to seek clarification from PERC in the future as to whether the Supervisors should be recognized as a Supervisory Unit.

ARTICLE 2: GUILD MEMBERSHIP

2.1 Membership Dues and Fees. All employees covered by this Agreement may voluntarily become members of the What-Comm Guild by paying the Guild the regular initiation fee and regular monthly dues uniformly required of members. At the written request of the President of the What-Comm Guild, individual members may either be exempted from or pay reduced monthly dues. The President of the Guild shall give the City thirty (30) days' notice of any dues change for a member.

2.2 Dues Deduction Procedure. The City shall deduct regular monthly dues and initiation fees from the employee's paycheck when authorized in writing by the employee. The deductions will be transferred to the Guild monthly. An employee's request to revoke authorization for payroll deductions must be in writing and submitted to the Guild. After the City receives confirmation from the Guild that the employee has revoked authorization for deductions, the City shall end the deduction no later than the second payroll after receipt of the confirmation. The Guild will indemnify, defend and hold the City harmless against any claims made and any suit instituted against the City on account of the application of any provision of this Article as it relates to the collection of the Guild dues and assessments. The City shall notify the Guild of changes in employment status on a monthly basis.

ARTICLE 3: MANAGEMENT RIGHTS

Any and all rights concerned with the management and operation of the City and its departments are exclusively that of the City unless otherwise provided by the terms of this Agreement. The City has the authority to adopt rules for the operation of a department and conduct of its employees, provided such rules are not in conflict with the provisions of this Agreement, Civil Service rules, or with applicable law. The City has the right to, among other actions to: discipline, demote, or discharge employees for just cause; lay off employees; discharge or discipline probationary employees; determine the duties of employees; schedule hours of operation; determine the number of personnel to be assigned duty at any time; assign work; evaluate performance; determine the method, means and

organization by which services will be performed; hire and promote; improve technology and perform all other functions not otherwise expressly limited by this Agreement, the provisions of the Civil Service rules, or applicable laws. The City acknowledges a duty to bargain impacts as may be required by RCW 41.56.

ARTICLE 4: NON-DISCRIMINATION

4.1 Neither the City nor the Guild shall discriminate against any employee for exercising, or choosing not to exercise, their rights under RCW 41.56, the Public Employees Collective Bargaining Law.

4.2 Neither the City nor the Guild shall engage in any unlawful discrimination against any employee because of Guild membership or lack thereof, race, color, religion, ancestry, national origin, age, gender, sexual orientation, marital status, or mental, physical and/or sensory disability.

4.3 Employees may challenge practices or actions that they allege violate the provisions of this Article through the City's Non-Discrimination Policy and procedures, and/or using those remedies available through applicable law. Alleged violations of this Article are not subject to the Grievance Procedure in Article 23.

ARTICLE 5: DUTY TO BARGAIN

5.1 The City recognizes its obligation to negotiate all wages, hours, and working conditions with the Guild that are mandatory subjects of bargaining, and that these cannot be unilaterally changed by the City or Guild. The parties further agree that during the course of negotiation, matters of mutual concern were discussed, resolved, and incorporated into this Agreement. This Agreement provides a forum for addressing new or ambiguous language issues arising from this Agreement through the Labor Management Committee (Article 6) or the Grievance Procedure (Article 23) as applicable. No employee shall suffer any reduction of wages, or less favorable working conditions, or any loss of benefits through the adoption or operation of this Agreement, except as negotiated.

5.2 Notice of Changes in Policies and Procedures. Except in emergencies, the City will provide the Guild at least thirty (30) days written notice in advance of material changes involving wages, hours, and working conditions of bargaining unit members. Such notice shall explain the nature of the change. The Guild will respond within fifteen (15) days as to whether it wishes to discuss the policy with the City. If so, the City shall provide the Guild with the opportunity to respond to the new or revised policy or procedure prior to its adoption. Nothing in this section shall be construed as a waiver of the Guild's right, or the City's obligation, to bargain over mandatory subjects of bargaining. The term "emergency" is defined as a life-threatening situation, civil disorder, or natural disaster requiring an immediate and widespread emergency services response.

5.3 Notice of Potential Consolidation. In the event that the What-Comm Executive Board decides to merge, transfer or consolidate What-Comm operations with another emergency services call center (including Prospect), or another emergency services provider, the City shall provide the Guild written notice of such decision within seven (7) calendar days after the decision. The written notice from the City must be given to the Guild no less than 120 calendar days prior to the implementation of the Board's decision. Upon receipt of the written notice from the City, the Guild may, at the Guild's option, initiate impacts and effects bargaining with the City.

ARTICLE 6: LABOR MANAGEMENT COMMITTEE

6.1 Labor Management Committee. A Labor Management Committee shall be established to discuss matters of mutual concern. The meetings shall take place at least quarterly, unless the parties agree otherwise.

The Committee will meet at the request of either party when they believe there are matters which merit discussion. Committee business will be conducted on City time.

The Committee will include up to four (4) permanent members chosen by the Guild, and up to three (3) permanent members chosen by the City. Either party may invite additional participants on an *ad hoc* basis with notice to the other party in advance.

Not less than one (1) week before a scheduled meeting of the Committee, each party will advise the other of matters that the party wishes to discuss. The agenda will be limited to such matters unless the parties agree to discuss late submitted agenda items.

It is understood that any items discussed in the Labor Management Committee shall not add to or alter the terms of the Collective Bargaining Agreement unless ratified by the membership of the Guild and approved by the City. It is also understood that neither party to this Agreement waives its right to negotiate any bargainable subject.

6.2 Re-Opener for Work Schedule and Mandation Procedures Only. The parties shall meet at least once every three months after ratification and through the end of 2023 to cooperate in resolving issues that arise from the temporary 5x8 schedule. The Guild and Deputy Director agree to collaborate to modify workplace policies and procedures to accommodate the temporary 5x8 schedule, including but not limited to procedures for re-bidding shifts when there is a vacancy.

When 26 "Effective Staff" as defined in Article 7 is sustained over a period of three consecutive months, the parties shall schedule meetings to bargain permanent changes to the work schedule, which may include but are not limited to returning to the 8x12 schedule, continuing the 5x8 schedule, or another schedule configuration. Bargaining shall also include the changed schedule

configuration's implementation and related mandate rules for the particular schedule configuration. The temporary 5x8 schedule will remain in effect until the parties mutually agree on a permanent schedule and implementation.

The parties agree that if PERC removes the Supervisors from the What-Comm Dispatcher's Guild bargaining unit that the 26 "Effective Staff" number in Article 6.2 and definition of "Effective Staff" in Article 7 will be opened for bargaining between the parties.

ARTICLE 7: DEFINITIONS

The following definitions apply to the terms used in this Agreement:

Adjusted Start Date: The adjusted date from which an employee is considered to be in a bargaining unit position. The adjusted start date for employees who become subject to bargaining unit jurisdiction on or before the 15th day of the calendar month is the first day of that month. After the 15th day of the calendar month, the adjusted start date is the first day of the following calendar month. Any reference in the contract to an anniversary date will be defined as the anniversary of the adjusted hire date.

Regularly scheduled: Scheduled and works an average of hours per week for a period of twelve (12) months.

Full Time Employee: An employee in a budget-approved position regularly scheduled to work forty (40) hours per week, on an annual basis.

Part Time Employee: An employee in a budget-approved position regularly scheduled to work from twenty (20) to thirty-nine (39) hours per week, on an annual basis. If the City decides to create part-time positions, the City shall provide the Guild written notice of such decision and the City shall bargain the impacts and effects of such decision to the extent required by law.

Continuing Position: A position established to perform functions expected to continue for a period of more than seven consecutive (7) months.

Temporary Positions: A position established to work no more than six (6) months at between seventeen (17) and forty (40) hours per week to meet a short term employment need of the What-Comm Center. These positions will be used only for covering the long-term absence of a Guild employee due to medical, disability, or military leaves. With mutual agreement of the Guild and the City, a temporary position can be extended up to a maximum of seven (7) months. These positions shall not be used to replace regularly budgeted positions.

Effective Staff: Employees in Dispatcher II status and above assigned to the shift rotation period schedule at the time anticipated overtime is posted for coverage. This definition excludes trainees who are unable to perform all job duties independently, the training supervisor, and employees on extended leave. Two job share employees is equivalent to one effective staff.

ARTICLE 8: MASTER DISPATCHER PROGRAM

The Master Dispatcher Program recognizes and rewards those experienced dispatchers who ensure excellent service for our agencies by taking responsibility for the operation and operational improvements of our Center. These Master Dispatchers act as leaders, mentors, coaches, and role models for other dispatchers.

Qualifications:

- Minimum of seven (7) years service at What-Comm as a Public Safety Dispatcher;
- Maintain current Criminal Justice Telecommunicator (CJTC) T1 and T2 certification;
- No sustained disciplinary action (written warning or above) during the two years prior to application;
- Meets current qualifications for Lead Worker, pursuant to Lead Worker Duties Policy - Appendix C

Application Process:

Applications for Master Dispatcher may be submitted at any time that a dispatcher meets the criteria. Those dispatchers who meet the initial qualifications and wish to be considered for Master Dispatcher will submit a letter of interest. The letter is to include a list of qualifications specific to the requirements of the position, provide dates and examples when applicable. All letters will be reviewed by the Deputy Director for verification of eligibility. The Deputy Director will respond to the dispatcher in no more than fifteen (15) days. If the application is denied by the Deputy Director, written notice shall be provided to the dispatcher stating the reasons for the denial.

Maintenance of Master Dispatcher Status:

All appointments to Master Dispatcher shall be made for a minimum of twelve (12) months, provided qualifications are maintained. In the twelfth (12th) month the Master Dispatcher shall submit a completed Master Dispatcher recertification form to ensure that the ongoing requirements for Master Dispatcher have been met. The ongoing requirements to retain Master Dispatcher status shall include:

- No sustained disciplinary action (written warning or above) during the two years prior to application for recertification;
- Meets current qualifications for Lead Worker;
- Willing to act as Lead Worker, except when training as Communications Training Officer.

In addition, must have completed at least one (1) of the following:

- Serve and actively participates on any special committee or cross-functional team;
- Participate in external training for user agencies and/or public;
- Perform one (1) service improvement project;

If recertification of the Master Dispatcher is not achieved, the dispatcher will return to his or her previous status. The dispatcher will be eligible to re-apply for the program after a minimum of twelve (12) months and completion of Master Dispatcher requirements.

Master Dispatchers will be evaluated by the Deputy Director every six (6) months.

Sustained disciplinary action (written warning or above) at any time will result in the loss of Master Dispatcher status and associated premium pay. The dispatcher may re-apply for Master Dispatcher status two years after the disciplinary action was issued and they have met all other Master Dispatcher qualifications.

Definitions:

External Training – External training for user agencies and/or public shall include (but not be limited to) the following: Conducting public education displays at special events, participation in instructing the dispatch portion of the BPD or WCSO citizen’s academy, and outreach training with user agency personnel. Such training has to be pre-approved by the What-Comm Deputy Director.

Service Improvement Projects – Any improvement that increases the effectiveness and efficiency of the dispatch center. Service improvements can include (but not be limited to) the updating of resource materials at the consoles (lists, maps, resource manuals), creation of check lists/forms, upgrading of CAD information, organizing/inventorying work stations, and/or assisting with development or revamping of policy/procedures. Projects shall have a written plan of action documenting agreed upon objectives between the dispatcher and What-Comm Deputy Director.

ARTICLE 9: JOB SHARE PROGRAM

Employees in Dispatcher 2 positions may be allowed to share a single position within the Department. A job share shall be defined as the placement of two employees into a single, full-time budgeted position.

Job share arrangements shall be subject to the following conditions:

- A. Approval of the arrangement shall be at the discretion of the Chief of Police. Denial of a Job Share request is not subject to Article 23 Grievance Procedures.

- B. The number of job share arrangements in effect at the same time shall be at the discretion of the Chief.
- C. The arrangement may not create significant operational problems nor result in service-delivery issues.
- D. Job share employees must have at least three (3) years dispatch experience within the last five (5) years, eighteen (18) months of which must be current What-Comm employment.
- E. Requirements for a job share arrangement include the following:
 - 1. Both members of a job share team hold the position of What-Comm Dispatcher; qualified to perform the duties of the position's assignment.
 - 2. The regularly scheduled shift and duty hours of the position remain unchanged, e.g., 40 hour work week, swing shift, with the FTE split to 0.5 FTE for each member.
 - 3. The two employees who are participating in the job share program shall decide how they wish to split the regular, full time schedule and shall submit their plan to the Deputy Director of Operations for approval at least ten (10) business days prior to the start of the yearly shift bid (or, if a mid-year job share has been approved, at least ten business days prior to the shift change).
 - 4. The job share commences at the beginning of a shift change.
 - 5. The job share shall be authorized for one (1) year from the start of the initiating shift change, unless terminated or extended as stated below. If a mid-year job share is approved, the job share will be through the end of the calendar year, and any continuation of the job share shall be on a January 1-December 31 basis.
 - 6. The job share arrangement may be terminated early by either of the job share members or the employer, provided:

Thirty (30) calendar day written notice is served on the other party(ies);

The employer grants approval based on availability of a full-time vacancy and the employer determines a need to fill the vacancy.

7. The employer may extend the job share arrangement until an FTE position is vacant within the employee(s) classification and qualifications; or when the job share team requests in writing an extension one hundred and twenty (120) days in advance of the expiration and the City approves. The length of the extension is determined at the time of the request and approval.

F. Employee Status and Working Conditions

1. Wages: job share members will be paid the appropriate hourly rate for their classification.
2. Deferred Compensation: Job share members will be provided the employer match for their pro-rata salary as per Article 27 of this Agreement.

3. Overtime:

(a) Overtime will not be paid on regularly scheduled workdays unless the employee works in excess of the full-time shift. This provision applies regardless of which employee is scheduled to work.

For example, job share employee A works Monday and Tuesday, and job share employee B works Wednesday and Thursday. If employee A comes in to work a vacancy on Wednesday, he/she will be paid straight time until they exceed the number of hours employee B is scheduled to work that day.

(b) For purposes of double time eligibility under Article 12.5, the "last regularly scheduled day off" is based on the full-time schedule that is shared.

4. Recall to Duty: Job share members called back to duty under Article 13, Involuntary Recall to Duty, on a day they are not scheduled to work shall be provided a minimum of two (2) hours pay at the regular rate. If the employee is required for longer than two (2) hours, the straight time regular hourly rate shall continue to apply for the duration of time worked.
5. Training: Each job share member shall attend the annual required departmental training. The Department will make a reasonable effort to schedule job share members training during the employee's regularly scheduled workdays. If scheduled outside of their regular workday, the training time will be paid at straight time regular hourly rate.

6. Leave: Each job share member shall accrue vacation, and sick leave pro-rata of the full time accruals for regular hours paid, to the limits provided in this Agreement. Each job share member shall receive three 4-hour floating holidays per year, which must be taken in 4-hour increments.
7. Holidays: Each eligible job share employee will receive four (4) hours of Designated Holiday pay for each Designated Holiday.
8. Retirement: Service credit and contribution to the applicable PERS retirement system shall be per law. The employer shall not be liable nor pay any back pension contributions under the employee's entitlement to purchase back prior service credit.
9. Health and Welfare Benefits:

Employee: Both job share members shall be entitled to the same medical, dental, vision insurance coverage as all other fulltime employees.

Dependents: Each job share member may elect to pay the costs of any dependent health insurance coverage available by contract to full time employees through payroll deduction.
10. Life Insurance: Job share members shall receive coverage provided full time members, on a pro rata one-half (1/2) of their base salary.

G. Shift and Vacation Bidding

Job share members will alternate shift bidding between the more senior and less senior member. Each job share member will bid vacation leave following the procedure in Article 14.4 with each job share member entitled to 50% of a full-time employee's bid allotment. When up for first round bidding, the senior job share member shall bid three shift rotation bids as well as their first round of vacation bidding. Once the junior job share member is up for the first-round shift bidding, they shall bid the remaining three shift rotation periods as well as the junior job share member's first round of vacation bidding.

H. Seniority: Accrual

1. Seniority and service credit for purposes of lay off, shift and vacation bidding shall accumulate based on Article 20. This means that after one hundred twenty (120) hours of regular

paid hours, the job share member accrues an additional service credit month.

2. Seniority and service credit for purposes of longevity pay shall accumulate based on adjusted date of hire as a Dispatcher with the Department.
 3. Seniority and service credit for purposes of vacation accrual rates shall be based on years of continual service with the City of Bellingham.
- I. Lead Worker: Job share employees shall be eligible to serve as acting lead workers, but not eligible to be assigned lead workers.

ARTICLE 10: QUALITY ASSURANCE PROGRAM

- A. The City routinely reviews recordings and incident histories that are requested by: law enforcement agencies, attorneys and the public as part of a Public Records Act request and provides feedback or takes corrective action, as appropriate. In addition, the City has occasionally performed spot checks of incident histories and recordings. The parties have implemented a systematic Quality Assurance (QA) Program that provides for regular random checks with feedback to improve the performance of the Dispatch Center and its employees.
- B. QA reviews for each employee will be maintained for one (1) year or until the next performance evaluation is completed, whichever is sooner. Shift Supervisors will maintain QA reviews in a QA file and not in a file specific to each individual employee.
- C. The City may initiate a disciplinary investigation upon discovering misconduct during a QA. Disciplinary investigations initiated as a result of a QA will conform with the terms of this Agreement. Discipline is subject to the just cause provisions of this Agreement.
- D. Employees will participate in the QA review process and follow-up feedback sessions with the Shift Supervisor and/or the What-Comm Deputy Director. If an employee refuses to participate, they may be subject to discipline in conformance with the terms of this Agreement.
- E. Issues resulting from the QA Program may be brought forward by either the Guild or the City in Labor Management Committee (LMC) meetings.

ARTICLE 11: HOURS OF WORK AND WORKING CONDITIONS

See temporary work schedule in Appendix C.

11.1 Definitions:

Workweek: The workweek for all employees, including probationary employees, shall be forty (40) hours. Non-probationary Dispatchers' hours shall consist of a combination of work days consisting of two (2) eight (8) hour shifts and two (2) twelve (12) hour shifts, followed by three (3) consecutive shifts off. Probationary Dispatchers' workweek while in training is subject to Supervisor's discretion unless the probationary Dispatcher is on the floor working on his/her own. In that case, the employee's workweek will be the same as non-probationary Dispatchers.

Nothing in this section shall preclude the Guild and the City from developing, through mutual agreement, alternative work schedules, such as job sharing or part-time work.

Days: A fixed and regularly recurring period of twenty-four (24) consecutive hours used for the purpose of establishing a schedule.

Shift: A "shift" is defined as eight (8) regularly scheduled continuous working hours in a day, such as "day", "swing", and "graveyard". A shift can also be twelve (12) regularly scheduled continuous working hours in a day such as "day", "swing", and "graveyard."

Schedule: A fixed and regularly recurring combination of days and shifts worked, and days off for the established Work Period.

Work Period: A fixed and regularly recurring period of seven (7) consecutive days used for purpose of establishing a schedule and compliance with the Fair Labor Standards Act.

11.2 Meal Periods and Rest Periods. Meal Periods and Rest Periods for bargaining unit members shall be two (2) 30-minute breaks on an eight (8) hour shift and three (3) 30-minute breaks on a twelve (12) hour shift. The breaks should be spread out as evenly as possible during the shift. These breaks shall not be taken so as to arrive later or leave earlier than the normal shift schedule.

An employee on an eight-hour shift who accepts a request or is mandated to hold over for a minimum of four (4) hours of overtime, in addition to his or her regular shift, shall be allowed an additional 30 minute meal period and a fifteen (15) minute rest period.

11.3 Change in Workweek, Schedule, or Shift. The City will make a good faith effort not to change an employee's regular Shift Schedule once bid. Schedule changes pursuant to this section are subject to Schedule Disruption Pay.

11.4 Change Without Notice. If the employee is not provided written notice of a change in schedule at least fourteen (14) calendar days in advance of such change, the employee is entitled to Schedule Disruption Pay as provided in Article 11.5. Probationary employees shall be entitled to Schedule Disruption Pay when not provided written notice at least seven (7) calendar days in advance of such change.

11.5 Schedule Disruption Pay. Employees who have their shift or schedule modified without such notice will receive premium pay of time and one-half for the first occurrence of the new shift or schedule. The remainder of the days will be paid at the base hourly rate they would have earned had the change not taken place plus any shift differential that applies to the new shift.

11.6 Flextime. Providing there will be no adverse financial or performance cost to the City, at the employee's request and supervisor's approval, an employee's regular shift may be modified on a temporary basis. These modifications can include, but are not limited to shift start time, shift end time, and authorized break times.

11.7 Travel and Training Time. Other than normal commute time, employees shall travel to and from job sites and/or from their regularly assigned headquarters on City time. Employees shall be permitted to use City cars if available. Employees who are required to use their own vehicles for City business shall be reimbursed according to City policy.

In keeping with the City's goal of providing each employee with appropriate training, the Department will schedule and/or make arrangements for training required by the Department. The City shall pay the employee at the applicable rate as provided in this Agreement. Employees required to attend mandatory training on overtime will receive a guaranteed minimum of two (2) hours at the applicable overtime rate.

For out-of-town training required or approved by the Department, the City will pay for the time spent in training, and for round-trip travel time before or after an eight (8) hour work day, from the work place to the training site and back, whether a driver or a passenger.

Meal periods on training days are unpaid unless approved by the Deputy Director.

The City may approve tuition reimbursement or payment for courses or tuition reimbursement that is voluntary and outside the employee's regular schedule. Ordinarily, this training is not "hours worked" for compensation purposes.

11.8 Paid Leave Rules.

- A. Requests to use paid leave will not be considered until the employee has accrued the leave they are requesting to use.

- B. Once leave is bid or requested, the requesting employee cannot change the type of leave that is bid or requested (for example, an employee cannot post seeking vacation coverage and then change their leave to compensatory time).
- C. The City will post the work schedule at least 4 months in advance, except the first quarter of the calendar year, which will be posted as soon as possible after the shift bid has been completed. Posted Required Board overtime must be filled before Unbid Board overtime. Compensatory time cannot be posted more than one hundred and twenty days in advance. Unbid vacation and Floating Holidays shall not be subject to this restriction.

11.9 Unbid Time Off Request Procedure. Employees shall request use of unbid time off by submitting the request, either orally or in writing, to a Supervisor. In the event more than one employee requests the same unbid time off, a written request will prevail over an oral request.

Requests for unbid time off submitted in accordance with this Agreement will be granted unless the request would cause an undue hardship, in which case the request will be denied. An undue hardship exists when: (1) the employee is not able to find a volunteer replacement, if a replacement is necessary; (2) a large scale event likely to affect workload is occurring or anticipated; (3) the request is between 0600 on the Fourth of July through 0600 on the Fifth of July, 1800 on New Year's Eve through 0600 on New Year's Day, or 1800 on Halloween through 0200 the day after Halloween; or (4) less than two regularly scheduled Dispatchers would remain on duty if the request was granted. Any one of these circumstances constitutes an undue hardship, unless the Deputy Director grants an exception. The City's need to hire an overtime replacement does not, on its own, constitute an "undue hardship."

All requests for unbid time off shall be approved, denied or placed into pending status within four (4) days of the request, unless the request is made with less than four (4) days' notice. A request made with less than four (4) days' notice will be approved, denied, or placed into pending status as soon as reasonably possible. If no undue hardship exists, a request requiring a volunteer replacement will be placed into pending status and will be posted on the Unbid Board. The request shall be approved if a volunteer replacement is found provided no other undue hardship exists and all Required Board overtime has been filled at the time and date the volunteer was found.

Should staffing levels change while a request is in pending status and less than two regularly scheduled Dispatchers would remain on duty if the request was approved, the employee will be provided notice that an undue hardship now exists. The Supervisor will notify the employee and workgroup by email of the pending status change. The employee will have 4 days from the time the notice is provided to secure a volunteer replacement. If an employee is on any type of leave, notification shall be done by phone in addition to email. If a volunteer

replacement is not secured within 4 days, the request will be denied on the basis that the request would cause an undue hardship.

Should a large scale event likely to affect workload occur or be anticipated while a request is in pending status, the request will be denied on the basis that the request would cause an undue hardship.

If there is more than one unbid time off request for the same time period in pending status, and staffing changes occur that would bring staffing below two regularly scheduled dispatchers, only the first employee to secure a volunteer replacement will have their request approved. All other pending requests for the same time period will be denied if less than two regularly scheduled Dispatchers would remain on duty if the request was approved.

Once approved, a request for unbid time off shall not be cancelled by management but would be subject to the involuntary recall to duty provisions in Article 13.

Should staffing levels change following denial of an unbid time off request and an undue hardship no longer exists, where it would allow a previously denied unbid time off request to be posted, the Dispatcher can resubmit for the denied time if they choose. This will be considered a new time off request.

ARTICLE 12: OVERTIME AND COMPENSATORY TIME

See temporary work schedule in Appendix C.

12.1 Calculation of Overtime Rate.

A. The City will apply the "Fair Labor Standards Act (FLSA) regular rate of pay" to all hours actually worked in excess of forty hours in the FLSA workweek as defined by the FLSA, including all special assignment pays, premium pays, shift differentials and all other compensation as required by the FLSA in its calculations of statutory overtime compensation.

B. The City will calculate non-FLSA, contractual overtime compensation in compliance with the terms of this Agreement using an Augmented Rate of Pay (as distinguished from FLSA - mandated overtime compensation). "Augmented Rate of Pay (ARP)" under this Agreement shall include and encompass the following special assignment and premium pays for the purpose of calculating the non-FLSA, contractual overtime rate:

1. Master Dispatcher Premium Pay;
2. Certification Premium Pay;
3. Communications Training Officer Special Assignment Pay;

4. Lead Dispatcher Special Assignment Pay.

12.2 Calculation of Overtime Hours Worked.

A. Employees are entitled to non-FLSA, contractual overtime compensation pursuant to the terms of this Agreement for hours worked in excess of eight (8) hours for an eight-hour shift or twelve (12) hours for a twelve-hour shift regardless of whether or not they have met the threshold for statutory overtime compensation established by the Fair Labor Standards Act (FLSA).

B. Work performed in excess of eight (8) hours per day (for an eight-hour shift) or twelve hours per day (for a twelve-hour shift) shall be compensated at the rate of one and one-half (1½) times the employee's ARP. Work performed in excess of forty (40) hours in a workweek shall be compensated at the rate of one and one-half (1½) times the employee's ARP, or higher if required by the FLSA.

C. Where shift scheduling on the commencement of a new work period requires more than five (5) consecutive duty shifts, the overtime rate of time and one-half shall be applied only to consecutive duty shifts in excess of eight (8). If an employee works eight (8) consecutive duty shifts as the result of a shift rotation or shift bidding, he/she shall receive one (1) day off with pay after the eighth (8th) day. Such pay shall be at the ARP. However, if consecutive duty shifts in excess of eight (8) result because of an individual's choice through shift bidding when an alternative had been available, the individual will be allowed to take a day off on vacation or compensatory time and overtime pay shall not be paid.

D. Sick leave, vacation leave and compensatory leave shall be considered the equivalent of hours worked in a given workweek for the purposes of calculating overtime.

12.3 Overtime Boards.

A. Required Board

The Required Board consists of all open overtime shifts for bid vacation leave, sick leave, FMLA leave, training, training protection, bereavement leave, and minimum staffing, regardless of whether the overtime is physically posted. All Required Board overtime will be paid at the employee's applicable rate of pay, which may be up to double time and a half. Required Board overtime may be earned as cash or accrued as compensatory time.

B. Unbid Board

The Unbid Board consists of all unbid vacation, floating holiday, and compensatory time. The Unbid Board also includes leave taken on a Designated Holiday but only as expressly permitted by Article 16. All Unbid Board overtime shall be paid at no more than the rate of time and one-half (1½). Unbid Board overtime shall be compensated in cash only and may not be accrued as compensatory time.

12.4 Employees shall have the option of being paid at the overtime rate or to hold these hours for use as compensatory time off as per Article 12.8 when working time posted on the Required Board. When an employee incurs overtime to cover for a co-worker absent on Unbid Board overtime, the covering employee shall be paid at the rate of one and one-half (1½) times the employee's ARP, or higher if required by the FLSA. No holiday or double-time rates are applicable. Such overtime shall be compensated in cash only, not compensatory time.

12.5 Work performed on scheduled days off shall be paid at the regular overtime rate, except that work performed on the last regularly scheduled day off shall be paid at double time. The last regularly scheduled day off is the twenty-four (24) hour period ending at the shift start time of the first day of employee's normal workweek.

12.6 Voluntary Overtime. Defined as hours worked, on a voluntary basis by the employee, in excess of the normal work shift or workweek within the same work period.

12.7 Posting of Overtime. For overtime needs anticipated in advance:

A. The Required Board overtime signup sheet shall be dated and posted on the corresponding shift board.

B. For each occurrence of Required Board overtime posting, employees may not sign up for more than two (2) overtime periods, or slots, of overtime during the first four (4) days the overtime sign-up sheet is posted; provided, however, that the preceding limitation shall not apply to Unbid Board sign-up.

C. After the four (4) day period expires, employees may sign up for additional time. If the four (4) day posting period is not possible due to time constraints, the shift supervisor may post for a shorter period.

D. Any voluntary overtime work under this clause that would constitute work at the double time rate shall be reviewed by the Deputy Director for consideration of approval.

12.8 Compensatory Time. To the extent permitted by the Fair Labor Standards Act and this Agreement, an employee may choose to take overtime earned as compensatory time and may accumulate a total amount of compensatory time equal to ninety-six (96) straight hours. Employees may request to cash out compensatory time at any time and it will be paid on the next regular pay period. Request for cash outs must be for a minimum of four hours,

unless the employee has less than four hours in which case all compensatory time will be paid out.

Upon request by the employee, with approval of the Chief, an employee is permitted to increase their accumulated compensatory time bank to one hundred forty-four (144) straight-time hours for the purpose of scheduled medical or maternity leave. These requests will be considered on a case by case basis. Once the employee returns from leave, the bank limit will return to ninety-six (96), with any hours over ninety-six (96) cashed out in the pay period subsequent to the change in condition.

12.9 Employees transferring into this bargaining unit who have a compensatory time bank accrued from the previous position will be cashed out, upon transfer, to a zero (0) balance at the pre-transfer rate of pay.

12.10 Upon retirement or separation from employment for any reason, employees who have a compensatory time bank accrued will be cashed out to a zero (0) balance.

ARTICLE 13: INVOLUNTARY RECALL TO DUTY

See temporary work schedule in Appendix C.

13.1 Involuntary Recall to Duty (Mandating). Involuntary recall to duty occurs when an employee is involuntarily ordered back to duty to fully or partially cover a vacant shift; to attend a mandatory meeting, with the exception of education or training related meetings (which will be paid according to Article 11.7); to make a court appearance; or to perform other duties that occur outside of the employee's normal work schedule. Involuntary recall to duty does not apply to employees required to hold over after their shift ends. Involuntary recall to duty also does not apply to voluntary overtime.

13.2 On Regular Days Off. There shall be no involuntary recall to duty (mandating) of overtime work for minimum staffing purposes on an employee's regular day off until the following steps have been exhausted:

- A. Attempt to find a volunteer.
- B. Mandate a regularly scheduled on-duty or incoming employee eligible for overtime, excluding those incoming off their regularly scheduled days off. Supervisors shall be considered eligible for mandation unless determined otherwise by the Deputy Director.
- C. Mandate a regularly scheduled employee incoming off their last regularly scheduled day off.

Once all of the above options have been exhausted, and the Deputy Director or designee has given approval, employees on their days off shall be mandated in the following order. Note: for A-G below, the Training Supervisor's shift will be considered a day shift. Employees can only be mandated to work overtime for minimum staffing purposes on one regularly scheduled day off per workweek,

and can only be mandated if the employee has not already volunteered to work at least four consecutive hours of Required Board overtime on at least one regularly scheduled day off that workweek. Employees on regularly scheduled days off will be mandated for up to eight (8) consecutive hours on their days off. For any vacancy in excess of eight (8) hours, more than one employee shall be mandated to cover the vacancy, and the mandated employees shall be given flexibility to mutually determine the hours each employee will cover, provided that each employee works a minimum of four (4) consecutive hours. For example, two (2) mandated employees could mutually agree to split a twelve (12) hour vacancy into two six (6) hour blocks, or one four (4) hour block and one eight (8) hour block.

- A. Employees assigned to the same shift (i.e., days, swing, or graveyard) as the mandatory overtime need and on their first day off shall be mandated in order of the mandation book procedure. For example: mandatory overtime is needed to cover for the hours of 0600-1000, therefore dayshift employees on their first day off shall be mandated in order of the mandation book procedure.
- B. Employees assigned to the same shift (i.e., days, swing, or graveyard) as the mandatory overtime need and on their second day off shall be mandated in order of the mandation book procedure.
- C. Employees assigned to the same shift (i.e., days, swing, or graveyard) as the mandatory overtime need and on their third day off (if applicable) shall be mandated in order of the mandation book procedure.
- D. Employees assigned to an adjoining shift to where the mandatory overtime is needed and on their first day off shall be mandated in order of the mandation book procedure. For example: mandatory overtime is needed to cover for the hours of 1400-1800, therefore dayshift employees on their first day off shall be mandated in order of the mandation book procedure. As an additional example: mandatory overtime is needed to cover for the hours of 1800-2200, therefore nightshift employees on their first day off shall be mandated in order of the mandation book procedure. As a third example: mandatory overtime is needed to cover for the hours of 1000-1400, therefore swing shift employees on their first day off shall be mandated in order of the mandation book procedure.
- E. Employees assigned to an adjoining shift to where the mandatory overtime is needed and on their second day off shall be mandated in order of the mandation book procedure.
- F. Employees assigned to an adjoining shift to where the mandatory overtime is needed and on their third day off (if applicable) shall be mandated in order of the mandation book procedure.
- G. Employees on unbid time off shall be mandated in order of the most recent posting first.

Employees involuntarily recalled to duty on their first or second regular day off shall be guaranteed a minimum of four (4) hours pay at the overtime rate of time and one-half. Employees involuntarily recalled to duty on their last regularly scheduled day off shall be paid double time for a minimum of four (4) hours.

13.3 During Bid Vacation. Employees may be involuntarily recalled to duty during bid vacation if the steps above have been exhausted or if an employee is required to respond to a subpoena. Employees involuntarily recalled to duty during bid vacation will continue to receive their normal salary, plus eight (8) hours pay at time and one-half, plus return of their vacation day (which must be scheduled in the same manner as any other vacation day); provided, employees may elect to receive eight (8) hours or twelve (12) hours (depending upon the length of the shift) pay in lieu of the return of the vacation day. Any employee contacted for recall purposes shall notify the caller of their vacation status.

For purposes of compensation at the bid vacation recall rate:

- A. An employee is deemed to be on bid vacation on the first day following his/her last working day, beginning at 6:00 a.m., regardless if that first day is a bid vacation day or a regularly scheduled day off. Provided, if a night shift person is held over, it shall be considered as an extension of shift and not bid vacation.
- B. An employee is deemed to be on bid vacation on regularly scheduled days off preceding a bid vacation week (subject to "a" above), and on the days off between weeks of scheduled bid vacation.
- C. An employee is deemed to be on bid vacation on his/her regularly scheduled days off at the end of one (1) week (or more) of bid vacation period.

If an employee uses compensatory time, floating holiday time, or vacation time to extend a one-week or longer bid vacation period, thereby encompassing regularly scheduled days off, he/she shall be deemed on bid vacation for recall compensation for the entire period ONLY if this scheduling was arranged sufficiently in advance to be included in the current shift schedule as issued prior to the actual start of the shift. Bid vacation recall pay shall not be paid on the day upon which an individual is scheduled to return to work.

13.3.1 For the 2021 and 2022 work schedules, employees may designate two "weekends" per calendar year that are attached to individual days of bid vacation during their annual vacation bid to be protected as bid vacation for mandation and recall compensation. Once designated the "weekend" cannot be changed. For the purposes of this article, a weekend is two or three consecutive regularly scheduled days off. Only one employee may designate the same calendar day as protected, regardless of shift.

13.4 On Regular Work Day. If an employee is involuntarily recalled on a regular work day at any time other than shift extension, such involuntary recall shall be paid at time and one-half for hours on duty, with a minimum guarantee equivalent to four (4) hours of straight time.

A shift extension is any time an employee: (1) is held over; (2) works overtime that begins within one hour of the end of an employee's shift; or (3) works overtime that ends within one hour of the beginning of the employee's shift. A shift extension is not an involuntary recall to duty, but overtime rates will apply.

13.5 Voluntary Committees. The parties recognize the existence of certain committees for which employees volunteer to discuss department operations with management (such as “cross functional teams” as designated by the What-Comm Deputy Director or designee, Health and Welfare Committee, compassionate leave committee). Overtime worked on a voluntary committee will be paid at time and a half with no guaranteed minimum.

ARTICLE 14: SHIFT ROTATION BIDDING AND VACATION BIDDING

See temporary work schedule in Appendix C.

14.1 Definitions:

Shift Rotation Period (SRP): A “shift rotation period” is defined as the two (2) month work period for which Dispatchers bid per this Agreement.

Shift: A “shift” is defined as eight (8) or twelve (12) regularly scheduled continuous working hours in a day. Shifts are broken down as follows:

“Day Shift” – 6 a.m. to 2 p.m. (0600-1400)
 6 a.m. to 6 p.m. (0600-1800)
 8 a.m. to 4 p.m. (0800-1600)
 8 a.m. to 8 p.m. (0800-2000)

“Swing Shift” – 2 p.m. to 10 p.m. (1400-2200)
 12 p.m. to 12 a.m. (1200-0000)
 10 a.m. to 6 p.m. (1000-1800)
 10 a.m. to 10 p.m. (1000-2200)
 2 p.m. to 2 a.m. (1600-0200)
 4 p.m. to 12 a.m. (1600-0000)
 4 p.m. to 4 a.m. (1600-0400)
 6 p.m. to 2 a.m. (1800-0200)

“Graveyard Shift” – 10 p.m. to 6 a.m. (2200-0600)
 6 p.m. to 6 a.m. (1800-0600)
 8 p.m. to 4 a.m. (2000-0400)
 8 p.m. to 8 a.m. (2000-0800)

If a long-term vacancy occurs, a person may be assigned to fill the vacancy. This selection will be made in the order of seniority.

A long-term vacancy is a vacancy caused by resignation, retirement, transfer, or illness, disability, leave of absence or maternity leave. A long-term vacancy is defined as a vacancy that is anticipated to last at least half of the shift rotation period.

Position: A specific assignment on a particular console on a SRP/Shift, such as Whatcom County Sheriff, Bellingham Police, or call receiving.

Posting: The What-Comm Deputy Director will simultaneously post the What-Comm Dispatch employees' SRP and vacation bidding documents, for the following year, by the second Tuesday in September of the current year. The bidding process is to be completed no later than November 30th of the year preceding the year being bid. The What-Comm Deputy Director will post the finalized annual shift bid documents and finalized annual vacation bid documents for the upcoming calendar year by no later than December 15th.

Seniority: Dispatchers will bid shifts and vacation in order of seniority at What-Comm. Supervisors bid separately from Dispatchers.

14.2 Limitation. Only one (1) Dispatcher will be allowed off for bid vacation at any time. For example, if a day shift employee bids for vacation from 6 a.m. to 6 p.m., any other employee scheduled that day cannot bid vacation between those hours.

14.3 Probationary Employees. Probationary employees will be assigned shifts by the Deputy Director during their probation period. Probationary employees will be allowed to bid for shifts starting with the first SRP after the completion of their probation. The employer shall attempt to refrain from assigning a probationary employee the following regular days off on a 2-month rotation: Saturday, and Sunday. Probationary employees will be given seven (7) days' written notice of their work schedule after completion of their training period. Upon request by the Guild President or designee the probationary employee's work schedule shall be provided to the Guild.

14.4 Procedure:

1. The Deputy Director will post a list of Dispatchers by classification in order of seniority, along with the available number of vacation days to be bid for the coming year, by the first Tuesday in September of the preceding year. An original copy of the shift and vacation bid documents will remain posted in the What-Comm facility until the bidding process is completed; it may not be taken home.
2. Dispatchers will have forty-eight (48) consecutive hours to bid their shifts and vacation.
3. Each Dispatcher will bid their shift rotation periods for the entire year, as well as their first round of vacation.
4. Round One: Once each Dispatcher has completed their shift bid, each employee will bid their first round of vacation. Vacation bidding will be completed in four (4) rounds. In the first round, each employee will bid two (2) one-week vacations or one (1) two-week vacation.
5. Round Two: Once the first round is completed, a second round of bidding will commence, whereby Dispatchers will bid two (2) one-week vacations or one (1) two-week vacation.

For those Dispatchers who do not have sufficient vacation time to move onto the third round of bidding, or, who choose not to bid the third round, those Dispatchers shall be permitted to bid any one (1) of the following:

Two (2) one-week vacations;
One (1) two-week vacation;
One (1) one-week vacation and up to five (5) individual days totaling no more than 40 hours;
One (1) one-week vacation; or up to five (5) individual days totaling no more than 40 hours. (Of any individual vacation days bid, only one may be bid on a Designated Holiday).

6. Round Three: Upon completion of the second round of bidding, those Dispatchers with remaining vacation time shall bid one (1) of the following combinations:

Two (2) one-week vacations;
One (1) two-week vacation;
One (1) one-week vacation and up to five (5) individual days totaling no more than 40 hours;
One (1) one-week vacation; or up to five (5) individual days totaling no more than 40 hours. (Of any individual vacation days bid, only one may be bid on a Designated Holiday).

7. Round Four: In order of seniority, Dispatchers with enough vacation accrued to bid after the third round may bid any available balance after the third round has been completed.
8. If a procedural error is made, the bidding process will be stopped, and it will go back to the Dispatcher to re-bid shift selection and/or vacation selection. Any bids made after the procedural error is recognized shall be void. Once the Dispatcher has re-bid, the process will begin again with the next employee in the seniority list. A Dispatcher cannot change a selection without the Deputy Director's approval. Any error not recognized before the commencement of the subsequent bidding round shall be accepted and any protest rights deemed waived, unless otherwise agreed between the City and the Guild.
9. For purposes of this procedure, "week" is defined as a four-day block of consecutive regularly scheduled work days. For example, if a Dispatcher's regular schedule is Monday – Thursday with Friday, Saturday and Sunday off, the week for vacation scheduling would be Monday – Thursday.

14.5 Absences during the SRP/Vacation bidding. In the event a Dispatcher will be absent during the bidding process, the employee is responsible for notifying the What-Comm Deputy Director, or the Dispatcher's designee, prior to

the start of the bidding process. The Dispatcher will provide the Deputy Director, or the Dispatcher's designee, a listing of the Dispatcher's choice of shifts and vacation blocks, or make arrangements to be notified within their appointed time to bid. If an absent Dispatcher, or the Dispatcher's designee, fails to notify the Deputy Director of his or her absence and/or bidding preference within three (3) days of the Dispatcher's bidding window, the Dispatcher shall be passed in the bidding process. This Dispatcher will be required to wait until all other employees have placed their bids in that round to have the opportunity to place his/her bid.

14.6 Bid Limits. Dispatchers may not bid the same shift (i.e., day, swing, or graveyard) for more than ten (10) consecutive months. The Deputy Director may approve an exception to bid limits for a Dispatcher on a case-by-case basis.

14.7 Shift Transfer Requests. A Dispatcher may submit a transfer request in writing up to thirty (30) days prior to the shift rotation. The Deputy Director will consider shift transfer requests on a "first come, first served" basis. If denied, the Deputy Director will provide a written explanation. Shift transfer requests may not be used to circumvent bid limits.

14.8 Voluntary Shift Trades. An employee shall have the right to exchange a workday (Shift) with another employee upon their mutual agreement, subject to the approval of the Deputy Director within the command structure. The employee's request shall not be unreasonably withheld. The shift trade must be both scheduled and completed within a six (6) month period.

If an employee who agrees to work in place of a regularly scheduled employee calls in sick, the employee who calls in sick shall have leave deducted from their sick leave accrual bank, or another paid leave accrual bank if they have no sick leave, for the time not worked.

14.9 Vacation Cancellation, Modification, and Reinstatement.

Employees may cancel all or any portion of a vacation which was bid in the yearly shift bid. Such cancellation shall be made in writing to a supervisor.

An employee who has previously canceled bid vacation may request to reinstate all or any portion (in hourly increments) of the time originally canceled by the employee. Such requests shall be made in writing to a Supervisor. Upon request of the written request the Supervisor shall determine the following:

1. Requests to reinstate canceled bid vacation will be granted so long as A) the request is made in writing to a Supervisor more than 14 days prior to the commencement of said vacation and B) no other employee has requested unbid time off for the same time period. If A and B are satisfied, the time will be reposted on the Required Board as protected, mandatable time.
2. If either A or B are not satisfied, the employee may request the time off as unbid vacation. This time is neither protected, nor mandatable.

Employees may not request to use compensatory time or floating holiday during the same time period as cancelled bid vacation.

- a. Under rare circumstances and upon the employee's written request, the Deputy Director has sole discretion to allow an employee that was required to cancel bid vacation due to an insufficient vacation leave balance to post for compensatory time or floating holiday coverage for the same dates.

ARTICLE 15: VACATIONS

15.1 Vacation Leave Accrual. Employees shall accrue vacation leave in accordance with the schedule below:

Based on years of service with the City of Bellingham, and

For each calendar month of in which they were in paid status for one hundred twenty (120) hours or more.

Employees working less than full-time accrue vacation on a pro-rata basis of the accrual schedule.

Accrual Schedule

During year	Hours Per Month
0-1st	7.34
2nd	8.67
3rd	9.34
4th	10.00
5th	10.67
6th	10.67
7th	11.34
8th	12.00
9th	12.00
10th	13.34
11th	13.34
12th	14.00
13th	14.00
14th	14.00
15th	15.34
16th	16.67
17th	16.67
18th	17.34
19th	17.34
20 or more	18.67

15.2 Vacations Leave Granted. Vacation leave is earned during a calendar month, and may be requested in the month following the accrual. Un-bid vacation is included in the Unbid Board and requests to use unbid vacation must comply with the unbid time off request procedures in Article 11.9.

15.3 Vacation Accrual. If the employee's vacation leave bank equals twenty-four (24) months accrual, no additional accrual is awarded until the bank falls below twenty-four (24) months. If, through no fault of their own, the employee's bank exceeds twenty-four (24) months, the City will schedule additional leave in the following year equal to their loss. Leave accrued, but not taken, may be cashed out at the time of the employee's separation of employment.

15.4 Leave Cash Out Upon Retirement or Separation.

For PERS Plan 1 Members: The maximum amount of any kind of leave and compensatory time, combined, which can be exchanged for cash at the time of retirement or separation for employment for any reason is two hundred forty (240) hours.

For retirement purposes, any vacation accrued, but not taken, over the two hundred forty (240) hour limitation must be taken, and shall not under any circumstances be credited in such a way as to increase the employee's retirement benefits in a manner that requires payment by the City. "Retirement" for the purposes of this section shall include any separation by an employee who is retirement eligible by the Washington State Department of Retirement System, regardless of when the employee is planning on filing for retirement benefits.

For PERS Plan 2 or 3 Members: All vacation accrued, but not taken, and compensatory time accrued, but not taken, will be exchanged for cash at the time of retirement or separation from employment.

ARTICLE 16: HOLIDAY LEAVE

16.1 Paid Holidays. There are eleven paid 8-hour Designated Holidays per year. All employees, including probationary employees, will receive 8 hours of Designated Holiday pay at the rate of one and a half (1½) times the ARP ("Designated Holiday Pay") for each Designated Holiday that occurs during their employment regardless of whether the Designated Holiday falls on their regularly scheduled work day or scheduled day off, unless they are in unpaid status for the entire pay period in which the Designated Holiday occurs. The Designated Holiday Pay is paid in the pay period when the Designated Holiday occurs. Holiday pay cannot be banked as compensatory time.

Part-time employees are entitled to Designated Holiday Pay pro-rated on the basis of standard hours worked during the pay period.

16.2 Designated Holidays:

Martin Luther King Day

Presidents' Day
Memorial Day
Juneteenth (June 19)
Independence Day (July 4)
Labor Day
Veterans Day (November 11)
Thanksgiving Day
The Day after Thanksgiving
Christmas Eve (December 24)
Christmas Day (December 25)
New Year's Eve (December 31)

Designated Holidays are the calendar dates of the actual holidays, regardless of whether those dates fall on the employee's day off. Designated Holidays begin at 0600 and end 24 hours later.

16.3 Holiday Absences. If an employee is absent on a Designated Holiday, the employee must use accrued paid leave to cover all missed work time. For example, an employee who calls in sick for an eight-hour shift must use (and will be paid for) eight hours of sick leave. Employees will also receive eight hours at time and one-half the ARP ("Designated Holiday Pay") for that holiday. As further example, an employee who is scheduled to work a twelve hour shift on Christmas Day who takes vacation that day must use (and will be paid for) twelve hours of vacation leave. Employees will also receive eight hours at time and one-half the ARP ("Designated Holiday Pay") for that holiday.

Requests to take Designated Holidays off must be according to the Unbid Board rules and procedures, including the Paid Leave Rules in Article 11.8 and the Unbid Time Off Request Procedure in Article 11.9.

16.4 Holiday Pay. Employees who are required to work a regularly scheduled shift on a Designated Holiday, will be paid at the straight time rate for all hours worked on that scheduled shift.

Employees working Required Board overtime on a Designated Holiday will receive double time and a half (2½) the ARP for the hours worked on the Designated Holiday.

Designated Holidays begin at 0600 and end 24 hours later.

16.5 Floating Holiday Leave Days. On January 1 of each calendar year, each employee shall be credited with three (3) floating holiday leave days.

All floating holiday leave days credited to an employee must be used by December 31 of the calendar year in which they are credited or they are forfeited. Floating holiday leave does not carry-over into subsequent calendar years. Unused floating holiday leave is forfeited upon an employee's separation from service with the City.

A new employee hired on or before October 15 of the calendar year will be credited with three (3) floating holiday leave days in the calendar year they are hired. A new employee hired after October 15 of the calendar year will not be credited with any floating holiday leave until the following January 1.

A "day" for the purposes of floating holiday leave is eight (8) hours. A floating holiday leave day must be taken in eight-hour increments.

Employees may, but are not required to, include their three (3) floating holidays in their annual vacation bid. If an employee chooses to include any or all of their three (3) floating holidays in their annual vacation bid, they will be bid as if they were accrued vacation days and the time off will be protected as if they were annual bid vacation days. A bid floating holiday will be considered leave under the Required Board and any resulting overtime shall be paid at the employee's applicable rate of pay, which may be up to double and time and a half. Floating holidays must be bid in 8-hour increments. Job share employees may bid one 4-hour floating holiday block provided they bid the remainder of that scheduled work day with annual vacation.

16.6 Essential Employee Declaration. The parties acknowledge that Guild represented employees are essential employees in the event of a declared emergency and employees will adhere to BPD policy (Emergency Management Plan).

ARTICLE 17: SICK LEAVE

17.1 Washington State Sick Leave. The City will provide paid state sick leave in accordance with the Washington State Sick Leave Law. At the end of each calendar year, up to 40 hours of unused state sick leave will roll over to the following year. Any hours above 40 in the state sick leave bank will be removed. An equivalent number of hours that are removed will be placed into the contract sick leave bank.

17.2 Contract Sick Leave Accrual. Full-time employees accrue eight (8) hours of contract sick leave, minus the employee's state sick leave accrual, for every calendar month they are in paid status for one hundred twenty (120) hours or more, beginning with their adjusted start date. For example, an employee who accrues 3 hours of state sick leave will accrue 5 hours of contract sick leave that month.

A maximum of one thousand forty (1040) hours of contract sick leave may be accumulated. Employees working less than full-time accrue contract sick leave pro-rata on the basis of standard hours worked.

17.3 Use of Sick Leave. Contract sick leave may be requested and shall be approved for the following reasons:

- Employee's illness;
- Medical, dental, or vision appointments;

- To care for:
 - A child or step-child of the employee, or a child for whom the employee serves as legal guardian or in loco parentis with a health condition that requires treatment or supervision; or
 - A spouse*, parent, parent-in-law, domestic partner, sibling or grandparent of the employee who has a serious health condition or an emergency condition;
- The employee's physical or mental incapacity to such an extent that the employee is unable to perform the duties of their position, unless released by their physician for light duty;
- When an employee's place of business has been closed by order of a public official for any health related reason, or when an employee's child's school or place of care has been closed for such a reason.
- For absences that qualify for leave under the domestic violence leave act, chapter 49.76 RCW
- Enforced quarantine in accordance with certain health regulations.
- As allowed by federal Family Medical Leave Act (FMLA) and/or any other applicable state or federal law.

Contract sick leave is accrued during a calendar month, and may be used in the following month after it is accrued.

The City will not adopt or enforce any policy that counts the use of paid sick time as an absence that may lead to or result in discipline against an employee. Abuse or dishonesty related to the use of paid sick leave may result in disciplinary action.

The term "spouse" shall also include any Washington State Registered Domestic Partner.

17.4 Approval of Contract Sick Leave Requests. If possible, an employee will notify What-Comm at least one hour prior to the start of each shift that he or she is unable to report for duty and the reasons for contract sick leave as defined in Article 17.2. If the employee fails to notify What-Comm at least (15) fifteen minutes prior to the start of the shift, the City may deny contract sick leave pay or take other disciplinary action, unless the employee shows good cause for the failure to provide timely notification.

17.5 Documentation. The Deputy Director may require the employee to provide a note, from a licensed health care provider, after three (3) or more consecutive days of Washington State Paid Sick Leave or five (5) days of contract sick leave for the same purpose. Failure to submit such documentation within seven (7) days may result in disciplinary action for unauthorized absence. Leave taken for COVID-19 is administered pursuant to current city procedures.

The parties agree that for Family and Medical Leave qualifying events, the City may require medical certification per FMLA.

17.6 Other Leaves in Lieu of Contract Sick Leave. An employee may choose to use the following accrued paid leaves in lieu of Contract Sick Leave:

Vacation leave
Floating (personal) Holidays
Compensatory Time

If an employee chooses to use other paid leaves in lieu of contract sick leave, the procedures and standards for requesting, approving, and use of contract sick leave shall apply.

ARTICLE 18: OTHER LEAVES

18.1 Bereavement Leave. In the event of a death in the immediate family of an employee, that employee shall be granted paid leave to attend the funeral or to otherwise discharge obligations to his/her family as follows:

Three (3) days for travel within one hundred fifty (150) miles (one way) of Bellingham.

Six (6) days for travel beyond one hundred fifty (150) miles (one-way)

For the purposes of this Article, "immediate family" shall be defined as follows:

- Spouse* or domestic partner;
- Children of employee or domestic partner;
- Grandchildren of employee;
- Mother, father, brother, sister of employee;
- Mother, father of employee's spouse;
- Grandparents;
- Grandparents of spouse;
- Grandchildren of spouse; and

Other paid bereavement leave up to one (1) day may be granted for any other family member or friend at the discretion of the Chief. If more than one (1) day is requested, a decision will be made after consultation with the HR Manager.

*The term "spouse" shall also include any Washington State Registered Domestic Partner.

18.2 Compassionate Leave. Employees may be eligible to apply for the compassionate leave donation program set forth in City policy PER 07.01.08 Compassionate Leave Donation Program.

18.3 Jury Duty. When an employee receives a call to jury service, the employee will:

Notify their supervisor before responding to the Court; and
Provide the supervisor with a copy of the jury duty notice.

The employees and supervisors recognize that What-Comm service needs may require the employee to seek exemption or an alternative jury duty service from the Court. The City will:

Request of the Court that the employee be excused from duty; or
Adjust the employee's work schedule to days to coincide with their jury duty service; and
Continue the base pay and benefits of the employee for periods of time on jury duty.

If jury service begins or ends during the employee's normal work shift, the employee will either:

- Be on duty at What-Comm; or
- With the approval of the Deputy Director, take vacation or compensatory time.

If the employee receives a call for jury duty to occur during his or her vacation, the City will:

- Request of the Court that the employee be excused from duty; or
- Reschedule the employee's vacation to preserve their leave opportunity.

The employee will remit to the City the jury pay provided them for the days released from work for jury service.

18.4 Military Leave. Employees' military leave is per City policy PER 7.01.14, Providing Military Leave for Reservists.

18.5 Critical Incident Stress Debrief Meetings. Employees who have been directly involved in a critical incident shall be provided the opportunity to attend the critical incident stress debrief meeting including posting Required overtime to accommodate attendance if necessary.

ARTICLE 19: HEALTH AND WELFARE

19.1 Health Benefits. Medical, dental, and vision insurance as described below will be provided to eligible employees, starting the first day of the calendar month following employment in a bargaining unit position. Copies of these plans are available in the Human Resources Department and will be provided to each eligible employee upon enrollment.

19.2 Eligible Employees. Employees eligible for health benefits, as described in Section 18.1, are:

full-time employees in continuing positions, together with their dependents and domestic partners as defined by Washington State law; or part-time employees in continuing positions.

19.3 Medical Plan.

- A. Medical insurance will be provided through Premera or another City-selected provider offering comparable benefit plan design with a lower premium cost.
- B. Maximum Monthly Employer Contribution Amounts for calendar years 2023-2024 are set out in Appendix B.
- C. For calendar year 2023, the City will increase the City's contributions toward medical premiums by up to 5%. For the calendar year 2024, the City will increase the City's contributions toward medical premiums by up to 6%. (Maximum Monthly Employer Contribution Amounts are set forth in Appendix B). If an employee's premium is higher than the Maximum Monthly Employer Contribution Amount, the employee will be responsible for paying the difference. If an employee's premium is lower than the Maximum Monthly Employer Contribution Amount, the Employer will pay 100% of the premium. For employees choosing the High Deductible Health Plan (HDHP) with Health Savings Account (HSA), the City will contribute the difference between the premium at the employee's tier and the Maximum Monthly Employer Contribution Amount to the employee's HSA. The combined annual contributions by the City and the employee to the HSA may not exceed the maximum allowable by the Internal Revenue Service. The HDHP with HSA will comply with all IRS regulations.
- D. Each year, the Guild has the option to offer any available employer sponsored plan to its members, subject to applicable provider guidelines. Individual members may choose their family's plan coverage from the HDHP or any other available plan selected by the bargaining unit.
- E. The medical plan benefit design and future plan design changes, including plan cost sharing, are at the discretion of the applicable benefit provider. No plan will be offered that triggers a federal excise tax (includes contributions to the HSA). The parties will meet after premium rates are released for the following year to select new plans, if necessary. Additionally, if any of the plans currently offered by the Employer are no longer offered by the benefits provider, the parties will meet to select plans for the next year. Should the parties be unable to select new plans by October 1, the plans for the following year will be the plans that fall just below any applicable federal excise tax cap.

Medical Flexible Spending Accounts (FSAs) will terminate effective December 31, 2016.

- F. Voluntary Medical Plan Opt-out with Financial Incentive

The City will provide the following incentive rates for Medical Opt-Out to employees who voluntarily opt-out of the City medical coverage.

	Incentive Per Month
Employee	\$150
Spouse Dependent	\$150
1 st Child Dependent	\$75
2 nd + Child Dependents	\$75

Payable monthly as taxable wages, unless the employee elects to contribute an equivalent amount to a deferred savings plan or FSA during the specified enrollment period.

Capped at employee, one spouse and two children.

Paid only if opt-out (un-enrollment) causes a decrease in the actual premiums the City is paying.

19.4 Dental Insurance. The City shall provide dental insurance to employees and their eligible dependents and domestic partners as defined under Washington law at current plan levels.

19.5 Vision Insurance. The City will provide vision care benefits for employees and their eligible dependents and domestic partners as defined under Washington law at current plan levels.

19.6 Medical and Vision Self-Pay for Dependents. Part-time employees who are eligible for employee-only coverage may enroll their dependents in the medical and/or vision care plans by electing to self-pay the premiums. Eligible dependents shall include spouses, dependent children, domestic partners as defined under Washington law, and dependents as otherwise defined by the plans. The premiums and enrollment process for medical enrollment shall be determined by the benefit provider. Employees may elect to enroll dependents at hire, and annually thereafter, during open enrollment. The premium payment shall be through payroll deduction and shall be maintained for the duration of the employee's bargaining unit employment with the City, except that employees may terminate enrollment during the annual enrollment period and may change dependent enrollment in the event of a change in family status.

19.7 Health and Welfare Committee. The City hereby agrees to maintain a joint labor-management Health and Welfare Committee. This Committee shall meet on an annual basis or as required, on City time, for discussion of health and welfare issues of mutual concern. The What-Comm Guild shall name one (1) member and one (1) alternate. Other members are appointed by the City and other bargaining units.

The Committee will research increasing health care costs, as well as plan design and potential options for health care program delivery in an effort to control health care costs in a manner mutually beneficial to employees and the City. The Committee will have the authority to recommend changes to the plans

offered by the City. The City will work with a third-party benefits broker to evaluate feasibility of the recommendations and report back to the Committee. The City recognizes the recommended changes may require ratification by the members. The recommended changes must apply to all participating bargaining units to be implemented.

The Committee shall make a good faith effort to inform all affected employees on how to reduce costs of the medical, dental, and vision services. The Guild will take an active role in promoting and educating its members in prudent health care use.

19.8 Life Insurance. The City shall provide the employee with life insurance equal to the employee's annual salary. There is an actuarial reduction in benefits for employees over 65 years old per Certificate and Summary Plan Description.

19.9 Long Term Disability Insurance. The employer shall provide the members of the What-Comm Guild a Long Term Disability Plan, with a sixty percent (60%) benefit payment level and a one hundred eighty (180) day elimination period. The employer shall pay one hundred percent (100%) of the required monthly premium.

19.10 Retiree Health Savings. Pending availability of a viable Retiree Health Savings plan, the City will provide an individual Retiree Health Savings plan. Benefited employees will be eligible to participate upon availability of plan or date of hire.

19.11 COBRA. Employees will be entitled to receive health and welfare benefits provided by the Federal Comprehensive Omnibus Budget Reconciliation Act of 1986.

19.12 During the term of this Agreement, the City agrees to consider comparable benefit plans identified by the Guild with lower premium cost.

ARTICLE 20: SENIORITY

20.1 Seniority. Seniority shall be determined by service credits earned in a What-Comm Guild bargaining unit position.

20.2 Service Credit.

Full Time Employees: One (1) service credit is awarded for each calendar month during which the employee is on paid status for one hundred twenty (120) regular hours.

Part Time Employees: One (1) service credit is awarded after one hundred twenty (120) paid regular hours.

20.3 Service Credit Accrual Maximum. One (1) service credit per calendar month.

20.4 Probationary Period. New employees shall be subject to a one (1) year probationary period, consisting of the employee's training period, during which the employee must perform independent console work. The City may extend the probationary period to fourteen (14) months. The probationary period may be extended beyond the fourteen (14) months, for one (1) additional shift rotation, upon agreement of the Deputy Director and the Guild.

ARTICLE 21: REDUCTION IN FORCE/LAYOFF

21.1 The following shall constitute cause for layoff: lack or insufficiency of funds; lack or curtailment of work; where the City Council or the Police Chief acts in good faith, and for sound business reasons, to reduce the number of employees in a particular class or department; or where an employee's reinstatement rights from leave displaces an employee with less service credit. Any layoff must be in good faith and not for an improper purpose.

Whenever layoffs are proposed to the City Council, the Guild and each employee affected by the proposed layoff shall be notified at least sixty (60) days in advance of the proposed layoff. Each notice shall contain the following: (1) retention credit of the employee; (2) displacement options; (3) rights under the Civil Service rules; and (4) the procedure for requesting a hearing before the Commission. A Public Hearing shall be held before the Civil Service Commission according to Chapter 17 of the Civil Service rules, applying the guidelines set forth herein, when so requested by an affected employee.

21.2 Layoff by Seniority. In cases of reduction in force, the least senior bargaining unit employee in the classification to be reduced will be laid off first. No employee can be displaced because of a lay-off of another employee in another bargaining unit.

21.3 Reinstatement Registers. The names of individuals laid off shall be placed, in order of seniority, on a reinstatement register for the classification from which reduced. Individuals shall be recalled to work from the reinstatement register, based upon seniority within the bargaining unit, before other individuals who previously held seniority in a different bargaining unit. If an employee's name is placed on the reinstatement register, service credit acquired prior to layoff shall be retained and restored after return to duty. Their name shall remain on the reinstatement register for three (3) years from the date of lay off. The laid off former employee will be granted an additional one (1) year on the reinstatement register by requesting an extension of reinstatement eligibility before the expiration of their reinstatement rights. When a vacancy occurs in the classification, the City shall notify the laid off former employee of the vacancy. The individual must accept re-employment or their name will be removed from the reinstatement register.

ARTICLE 22: DISCIPLINE AND DISCHARGE

22.1 Just Cause Standard. The City may discipline, suspend, or discharge an employee for just cause only. Probationary employees are not subject to just

cause provisions, and do not have access to the arbitration process in Article 22 when disciplined or discharged.

The parties agree that the primary objective of discipline shall be to correct and rehabilitate, not to punish or penalize. The parties further recognize that the principles of progressive discipline shall apply, except in circumstances of egregious misconduct. To these ends, in order of increasing severity, the disciplinary actions that the City may take against an employee include:

- Verbal Warning;
- Written Warning;
- Suspension without pay;
- Demotion;
- Termination.

22.2 Pre-Interview Notice. In cases where the City determines a need to interview an employee regarding a matter for which the employee may reasonably believe discipline is warranted, the City will provide the affected employee, prior to the investigatory interview, written notice setting forth the nature of and reasons for the investigation.

22.3 Pre-Disciplinary Hearing. Prior to imposing disciplinary action requiring a pre-disciplinary hearing (*Loudermill*), the City, with at least forty eight (48) hours prior to the pre-disciplinary hearing, shall provide the employee written notice including the following: the reason(s) for discipline; the facts supporting the discipline; the form of the discipline to be imposed; and the effective date of the discipline. The employee shall also be provided a copy of the investigatory file.

22.4 Appeals of Disciplinary Action. An appeal of disciplinary action may be filed through the grievance procedure of this Agreement or through the Civil Service Commission.

22.5 Right to Representation. An employee, at his/her request, may be accompanied by a Guild representative (or the Guild's legal representative) at any meeting which he/she reasonably believes may lead to disciplinary action against the employee. If the employee requests Guild representation in such a matter, the employee will be provided with reasonable time, but not less than two (2) days, to arrange for Guild representation.

ARTICLE 23: GRIEVANCE PROCEDURE

23.1 Grievance. Any dispute between the City and the Guild or between the City and any employee, concerning the interpretation, application, claim of breach or violation of the express terms of this Agreement shall be deemed a grievance.

23.2 Freedom from Reprisal. Employees will be unimpeded and free from restraint, coercion, discrimination, or reprisal in seeking adjudication of their grievances.

23.3 Election of Remedies. Any action appealed to the Civil Service Commission shall not be subject to the grievance procedure herein. Any matter taken to the grievance procedure may not be appealed to the Civil Service Commission.

23.4 Grievance Meetings. Grievances shall be heard during normal City working hours. The City will compensate up to three (3) represented employees, chosen by the Guild, to attend grievance meetings with management by providing paid release time or by compensating previously scheduled off-duty employees at their regular straight time rate. The provisions of this paragraph may be deviated from by mutual agreement of the parties.

The parties will work collaboratively to minimize the operational and economic impact to the Dispatch Center of employees involved in grievance meetings.

23.5 Extension of Time Limits. Any time limits set forth in the grievance procedure may be extended for stated periods of time, by mutual written agreement between the Employer and the Guild.

Failure on the part of the City at any step in this procedure to communicate the decision on a grievance within the specific or mutually extended time limits will permit the grievant to lodge an appeal at the next step of this procedure.

Failure on the part of the grievant, (employee or Guild), to present or proceed with a grievance within the specified or mutually extended timelines will render the grievance waived.

23.6 Grievance Steps.

Step 1 - Informal Step. Within fourteen (14) calendar days from its occurrence or knowledge of its occurrence, the Guild or aggrieved employee shall informally discuss his/her grievance with the What-Comm Deputy Director. The Guild or aggrieved employee must clearly communicate to the What-Comm Deputy Director that the discussion is a Step 1 meeting. The Guild, at its option, may have a representative present during this discussion.

The What-Comm Deputy Director will attempt to resolve the grievance and will respond in writing within fourteen (14) calendar days.

Step 2 - Formal Grievance. If the dispute is not settled in Step 1, the grievance shall be reduced to writing and filed by the employee or the Guild with the Director of What-Comm within fourteen (14) calendar days of the What-Comm Deputy Director's response in Step 1. The Step 2 grievance must state:

That this is a Step 2 grievance;

The specific action, event, or practice that is being grieved, and the dates of the occurrence(s);

An explanation for the basis of belief that an action, event, or practice is or may be in conflict with the terms of the labor agreement, citing the article and specific language at issue; and

The resolution sought.

The Director may meet with the parties and shall communicate his/her response in writing to the employee and Guild within fourteen (14) calendar days.

Step 3 - Police Chief. If the grievance is not settled at Step 2, the Guild shall have fourteen (14) calendar days from the response of the Director to submit the grievance to the Police Chief. The parties understand that, on City-wide issues, the response may be from the Human Resources Director.

The Police Chief shall meet with the grievant and Guild representative(s) to discuss the grievance.

The Police Chief or Human Resources Director, as applicable, shall communicate his/her response in writing to the grievant and Guild within fourteen (14) calendar days of receipt of the grievance at Step 3.

Step 4 - Voluntary Mediation. By mutual agreement, the parties may submit the grievance to mediation in attempt to resolve the issue short of arbitration.

Step 5 - Arbitration. If the grievance has not been settled in accordance with the forgoing procedure, it may be submitted for arbitration, by either party to this Agreement, within thirty (30) days of either the Guild's receipt of the response required at Step 3, or the date of impasse at mediation as declared by the mediator.

The parties shall select a disinterested party to serve as arbitrator. In the event the City and the Guild are unable to agree upon an arbitrator, either party may petition for a list of nine (9) arbitrators from the Public Employees Relations Commission (PERC), after which an arbitrator shall be selected by the alternate striking of names, with the first strike to be determined by the flip of a coin.

The arbitrator shall have jurisdiction and authority only to interpret, apply, or determine compliance with this Agreement. The arbitrator shall have no authority to add to, detract from, or alter in any way, the provisions of this Agreement. The arbitrator shall also have the authority to receive evidence, question witnesses and dictate the orderly procedure of the hearing.

Any decision of the arbitrator shall be made in writing and shall be final and binding upon the parties. The expenses and fees incident to the services of the arbitrator and the court reporter, if used, shall be equally shared by the City and the Guild, and each party shall bear the cost of presenting its own case. Each party shall bear the cost of its own attorney's fees regardless of the outcome of the arbitration.

ARTICLE 24: PERSONNEL RECORDS

24.1 Personnel File. A "personnel file" shall be defined as the file maintained by the City and/or Department for the purpose of retaining records related to an employee's employment status, work history, training, or disciplinary records. It is understood that a personnel file does not include material relating to medical records, psychological evaluations, and polygraph results.

24.2 Retention of Records. Personnel records are retained as provided by law, with these exceptions:

Documented verbal warnings remain in the employee's departmental file for up to twelve (12) months, unless removed by mutual agreement of the employee and the Police Chief, or, if further disciplinary action occurs within the twelve (12) months.

Written warnings are permanent records unless the City and the Guild agree to remove the discipline document.

24.3 Right to Access and Copies. An employee shall be provided a copy of all file documents prior to their placement in his or her personnel file. An employee has a right to examine and be provided copies of his or her personnel file upon request.

24.4 Right to Respond. Employees who challenge materials included in their personnel files shall be permitted to insert materials related to the challenge into their personnel files.

The Employer will promptly notify an employee upon receipt of any public disclosure request by a third party (someone not working for the City) for disciplinary or other confidential information in the employee's personnel file. The information shall not be released for a period of five (5) days from the date of the notification, except upon service of a court order or subpoena properly recorded and signed by a judge or magistrate requiring immediate release. The Employer will allow the employee and the Guild the reasonable opportunity to seek a protective order from such disclosures pursuant to RCW 42.17.330. Under no circumstances will information be released that is retained in a personnel file beyond the time limits established by this Agreement, unless required by law.

ARTICLE 25: HAZARDOUS CONDITIONS

If an employee reasonably believes a working condition to which he or she is exposed poses an unreasonable risk of harm to the employee or others, the employee shall report such condition to a supervisor, and may report the condition to a Guild representative. The Guild representative may request and perform a prompt inspection of the condition, together with a representative of the City. After consideration of the Guild representative's recommendation, the City shall then determine whether any hazard abatement or other action is required before requiring the employee to return to work. No employee shall be disciplined by the City for reporting a hazard or requesting an inspection pursuant to this provision.

ARTICLE 26: GUILD ACTIVITIES

26.1

A. Employees shall be relieved from duty for attendance at Guild functions, provided that the Guild provides a qualified replacement satisfactory to the department. Designated Guild representatives will be released from duty, with pay, for their attendance at labor relations conferences which are determined by the Director to be of mutual benefit to the City and the Guild.

B. Up to three (3) Guild representatives shall be paid their straight time rate of pay to participate in contract negotiations with the City as follows:

- First, the City will release up to three (3) on-duty Guild representatives with pay, provided that the release does not reduce minimum staffing below the minimum. On-duty Guild representatives shall remain on call based on operational needs.
- The City will authorize posting for overtime to maintain minimum staffing for the actual time spent in contract negotiations meetings with the City, including fifteen (15) minutes prior to the scheduled start time of the meeting and fifteen (15) minutes after the actual end time of the meeting. When a contract negotiations meeting with the City ends, Guild representatives must return to work and employees hired to cover for them will be released from overtime. With mutual agreement between the City and the employee, the employee may use accrued leave to take off the rest of their shift.
- Second, if there are fewer than three (3) on-duty Guild representatives who are released, the City will pay off-duty Guild representatives at straight time, provided that the total number of Guild representatives paid to participate in contract negotiation meetings with the City shall not exceed three (3) at any time.
- Guild representatives are designated by the Guild. From time to time, the Guild will provide written notice to the City of who the designated Guild representatives are, and the Guild will timely provide written notice to the City of any changes to Guild designated representatives.
- The time and place for negotiation meetings will be scheduled by mutual agreement between the parties.

C. Up to four (4) Guild representatives shall be paid to attend Labor Management Committee meetings as follows: two (2) Guild representatives shall be released from duty with pay, provided that they remain on call based on operational needs, and two (2) off-duty Guild representatives will compensated at the rate of time and one half.

26.2 The Guild shall be allowed to hold monthly meetings on City premises. Off duty employees present at Guild meetings shall not be considered to be performing regular duty, and shall not be paid by the City for such meetings. On duty employees shall remain on duty and at their workstation unless on designated breaks.

26.3 Any designated representative of the Guild required, assigned or ordered by the City to meet or perform services for any officer, board, committee, contractor, or agent of the City shall be on City business. Employees shall receive pay due to attendance at a grievance meeting or similar function during the employee's normal working hours pursuant to Section 22.4.

26.4 Provided other applicable paid leave is not available, Guild members conducting business vital to the bargaining unit may request time off without pay, unless pay is otherwise specified in this section, for that purpose. The Deputy Director will grant the request unless it impedes the ability of the City to maintain staffing within minimum staffing level guidelines.

26.5 The Guild's representative(s) and attorney shall have reasonable access to the workplace.

26.6 The Employer shall provide suitable bulletin board space, designated by the Employer, for the posting of notices relating to Guild activities.

26.7 Except as provided in this Article, the Guild recognizes that the use of City facilities and equipment are for City business only. Guild members may use City email to notify members of meetings, for communication with management regarding Guild business, and in keeping with the occasional personal use standard of the City's Internet Technology policy.

This article will be interpreted consistent with PERC law.

ARTICLE 27: Supervisors and Lead Workers

27.1 Supervisors.

A. Work Schedule. Supervisors shall work a regularly scheduled shift of 40-hours per week. Supervisors will meet with the Deputy Director in August of each year and work collaboratively to determine a shift rotation schedule, including days off and hours of work, which meet the needs of the center. When determining shift rotation schedules and days off, two supervisors will be regularly scheduled to work on Saturdays and at least one supervisor will be regularly scheduled to work on Sundays. Supervisors may work up to 10 months per year on the same

shift (e.g. "day", "swing", or "graveyard"), they must change to at least one different two-month shift during the course of a calendar year. Final shift assignments and scheduling decisions will be made by the Deputy Director. Supervisor schedules will be completed prior to posting of the shift bid for Dispatchers in September.

B. Shift Differential. Supervisors will be eligible to receive shift differential pay as provided in Article 28.2.

C. Special Assignment and Premium Pay. Supervisors will be eligible for the Master Dispatcher premium and the Certification premium as provided in Article 28.4. Supervisors will not be eligible for Lead Dispatcher or Communication Training Officer assignment pay.

D. Vacation. Supervisors will bid vacation, in order of seniority, within the Supervisory team. Supervisor vacation bid is independent from and will occur separately from the Dispatcher vacation bid, but does not need to be completed prior to the Dispatcher shift and vacation bid. The Supervisor vacation bid shall follow the same established rules for vacation bidding under Article 14.4. Supervisors will not follow Article 14.4 in terms of shift bidding. Only one Supervisor will be allowed off for bid vacation during the same block of time. Both a Supervisor and a Dispatcher may be on Bid vacation at the same time.

E. Time off Requests. All requests for time off (other than bid vacation) will be made to the Deputy Director. The Deputy Director will approve or deny requests according to the needs of the center. Article 11.9 of this Agreement will not apply to Supervisors.

F. Mandatory Supervisor Meetings. Involuntary Recall to Duty per Article 13.1 of this Agreement will not apply to supervisor meetings that have been scheduled at least 7 days in advance. Supervisors will be paid the double time rate for meetings scheduled on a Supervisor's last day off per Article 12.5.

G. Committee Participation. Supervisors may be asked by management to participate in various committees. Time spent participating in or attending committees that falls outside a supervisor's normal work schedule will be paid at the rate of 1.5 times their regular rate of pay.

H. Dispatching Duties. Supervisors will perform dispatching duties as needed on a day-to-day basis. Supervisors will work a minimum number of hours per quarter on a radio console as determined by the Deputy Director in order to maintain skills. Supervisors will also be part of the mandatory overtime pool to cover staffing shortages. Overtime will be mandated according to the What-Comm Procedure for Mandating Overtime. Supervisors will be exempt from mandatory overtime that conflicts with pre-scheduled, required meetings and tasks unless otherwise directed by the Deputy Director. Supervisors shall be eligible to sign up for all voluntary overtime per established rules in Article 12.7.

I. Training Supervisor. The training function will be performed by one of the four Supervisor positions.

Supervisors will generally rotate into the Training Supervisor position for a period of three years. At the discretion of the Deputy Director, the Training Supervisor may remain in the role longer than three years or rotate out of the role prior to the end of their three year term.

The Training Supervisor's regular schedule will typically be Monday-Friday from 0800-1600 with appropriate breaks and meal periods. The Training Supervisor will not participate in the vacation bid. Request for time off or to flex their regular schedule will be made to the Deputy Director.

J. Representative Status. The City recognizes the What-Comm Guild as the bargaining representative for the new Supervisor positions, provided that the City reserves the right to seek clarification from PERC in the future as to whether the Supervisors should be recognized as a supervisory unit.

27.2 Lead Workers.

A. Lead Worker Qualifications. Candidates for Lead Worker must meet the following criteria:

- a. Must be a full time What-Comm employee
- b. Minimum of two years working at What-Comm as a Dispatcher II.
- c. No disciplinary action or sustained complaints on their record for the two years prior to the shift.
- d. Last two annual evaluations may not contain a "needs improvement" rating in any category.

B. Lead Worker Selection. Lead Workers will be assigned by the Deputy Director utilizing a list of qualified personnel. The list will be in order of seniority with the most senior qualified employee on the top of the list. Beginning at the top of the list, the Deputy Director will assign a Lead Worker for each shift (day shift, swing shift, and night shift). Once assigned, the employee's name will be moved to the bottom of the list. If a Lead Worker is unable or incapable of performing the Lead Worker duties, they will be replaced with the next qualified dispatcher on the list. If there is not an employee on shift who meets the Lead Worker qualifications, the Deputy Director will assign a Lead Worker at his/her discretion.

If neither the Supervisor nor Lead Worker are on duty, the most senior employee on shift will act as Lead Worker. If the most senior employee on shift is disqualified from consideration for Lead Worker due to sustained disciplinary action within the past two years, the next most senior employee on shift will act as Lead Worker.

C. Lead Worker Duties. In the absence of a Supervisor, Lead Worker duties may include the following:

- a. Check for staffing levels at the beginning of the shift and notify the Deputy Director of any staffing problems.
- b. Hire overtime coverage as needed to cover last minute staffing shortages and as directed by the Deputy Director. Utilize the Mandatory Overtime Policy/Procedure as appropriate.
- c. Update the schedule board and seating chart to reflect any changes in staffing. (e.g. sick leave, FMLA, vacation, training)
- d. In the absence of a Supervisor and/or the Deputy Director, review last minute comp time requests made within 24 hours of the requested time off. Approve or deny time off requests in accordance with applicable rules.
- e. Notify your supervisor and the Deputy Director via email of any complaints about services or other issues.
- f. Notify the Deputy Director immediately of major equipment malfunctions (e.g. CAD crashes, telephone outages, etc.) and significant events that may impact What-Comm.
- g. Work with CTO's and the Training Supervisor to facilitate training needs.
- h. Note any significant incidents and/or equipment issues in the incident log.

D. Lead Worker Pay. Lead Workers shall receive special assignment pay in the absence of a Supervisor. Lead Workers shall receive special assignment pay as provided in Article 28.3. If a Supervisor delegates Lead Worker duties to a qualified Dispatcher, they will be paid Lead Worker premium as provided in Article 28.3.

ARTICLE 28: WAGES

28.1 Regular Wage.

Effective January 1, 2023 all bargaining unit classifications shall receive a four percent (4%) COLA and three percent (3%) market adjustment.

Effective January 1, 2024 all bargaining unit classifications shall receive a three percent (3%) COLA and one percent (1%) market adjustment..

Except as otherwise specified in this agreement, all changes will be effective the first pay period following ratification by the parties. Retroactive wage payments required by this agreement will be calculated using the individual employee's total gross wages, less any medical opt-out incentive payment. Employees on payroll at the agreement's full ratification are eligible for retroactive pay.

Service Steps.

Effective the first pay period following ratification by both parties an employee who has 10 or 20 years of service within the bargaining unit **and** is at the top step of the salary grade shall be raised to the applicable Service Step. Service Steps shall be calculated as follows:

- Dispatcher II step 8 at the beginning of the 10th year of service = 2% over step 7
- Dispatcher II step 9 at the beginning of the 20th year of service = 2% over step 8
- Dispatch Supervisor step 6 at the beginning of the 10th year of service = 1% over step 5
- Dispatcher Supervisor step 7 at the beginning of the 20th year of service = 2% over step 6

28.2 Shift Differential Pay. Employees shall receive the following shift differential pay, which shall also be paid to employees who work overtime during the specified time:

Sixty cents (\$0.60) per hour for the hours of 2:00 p.m. – 10:00 p.m. (1400–2200)

One dollar (\$1.25) per hour for the hours 10:00 p.m. to 6:00 a.m. (2200-0600)

If an employee is required to work a split shift, any portion of that shift falling within the hours specified above shall be paid at the appropriate differential for those hours.

28.3 Special Assignment Pay. The following specialty pay shall be paid to any employees who qualify for and work in the specialty assignment(s):

Lead Dispatcher: An employee acting as lead shall receive an additional six percent (6%) of their regular wage for the hours worked on the shift.

Communication Training Officers (CTO): An employee assigned to train new employees shall receive six percent (6%) assignment pay for each Shift they are assigned as a trainer.

The employee will receive only one (1) special assignment at a given time.

28.4 Premium Pay. The following premiums shall be paid to eligible employees:

Master Dispatcher Premium: The terms and conditions of the Master Dispatcher Program are set forth in Article 8. An employee who meets the qualifications therein shall receive a three percent (3%) premium over the top step Dispatch 2 regular wage. When a Master Dispatcher performs the “Lead” or CTO functions they will receive a total of nine percent (9%) premium above the top step Dispatch 2 regular wage for the hours they are serving as a Lead or CTO. There will be no stacking of the Master Dispatcher premium and other special assignment pay premiums, except as set forth herein.

Certification Premium: An employee who obtains and maintains the Telecommunicator I, II, and IV certifications through the Washington Criminal

Justice Training Commission or designated equivalent will receive one percent (1%) certification premium pay, beginning when all three certifications are obtained. This premium may be stacked with any other specialty pay or premium pay.

If the Telecommunicator IV certification is no longer offered by the Criminal Justice Training Commission, the Deputy Director in conjunction with the Training Supervisor will create an equivalent replacement. The replacement will include a combination of reading assignment, independent study courses and in-person training. Employees will be eligible to begin the additional training once they have obtained Telecommunicator I & II certifications, completed regular training and have achieved Dispatcher II status. All additional training must be documented through one or more of the following: test or quiz, certificate of completion or short summary of training written by the employee.

ARTICLE 29: DEFERRED COMPENSATION

The City shall provide matching contributions to a deferred compensation plan, at the rate of up to 1.5% percent of the employee's yearly salary per Appendix A on a monthly basis.

This match is calculated on the basis of up to 1.5 % of the employees' monthly salary.

ARTICLE 30: SAVINGS CLAUSE

Should any part hereof or any provision in this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof; provided, however, upon such invalidation the parties agree to meet within thirty (30) calendar days to negotiate such parts or provisions affected. The remaining parts or provisions of the Agreement shall remain in full force and effect.

ARTICLE 31: TERM

The provisions of this Agreement shall remain in effect until December 31, 2024.

EXECUTED, this _____ day of _____, 2023, for the **GUILD**:

Guild President

Guild Negotiator

EXECUTED, this _____ day of _____, 2023, for the **CITY**:

Mayor

Approved as to Form:

Office of the City Attorney

Attest:

Police Chief

Human Resources Director

Finance Director

APPENDIX A

CITY OF BELLINGHAM									
2023									
PLAN P									
What-Comm Dispatchers Guild									
(Effective January 1, 2023 4.0% COLA & 3.0% Market Adjustment)									
(Includes Realignment of Pay Plan)									
Step A									
Hourly Rate	\$27.49								
What-Comm Dispatcher-in-Training									
Step B									
Hourly Rate	\$28.32								
What-Comm Dispatcher I (Call Reciever)									
	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>	<i>Step 7</i>	<i>Step 8</i>	<i>Step 9</i>
								10 Years	20 Years
Hourly Rate	\$29.74	\$30.63	\$31.55	\$32.50	\$33.48	\$34.48	\$35.51	\$35.87	\$36.59
What-Comm Dispatcher II									
	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>			<i>Step 6</i>	<i>Step 7</i>
								10 Years	20 Years
Hourly Rate	\$37.93	\$39.06	\$40.23	\$41.44	\$42.69			\$43.12	\$43.98
What-Comm Dispatch Supervisor (STATUS QUO Pending PERC Decision)									

CITY OF BELLINGHAM									
2023									
PLAN P									
What-Comm Dispatchers Guild									
(Effective June 16, 2023)									
(Eliminate Dispatcher in Training Salary Grade and Increase 10 year Step Differential by 1%)									
Salary Grade A									
Hourly Rate		\$28.32							
What-Comm Dispatcher in Training									
What-Comm Dispatcher I (Call Reciever)									
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Salary Grade B								10 Years	20 Years
Hourly Rate	\$29.74	\$30.63	\$31.55	\$32.50	\$33.48	\$34.48	\$35.51	\$36.22	\$36.94
What-Comm Dispatcher II									
	Step 1	Step 2	Step 3	Step 4	Step 5			Step 6	Step 7
Salary Grade C								10 Years	20 Years
Hourly Rate	\$37.93	\$39.06	\$40.23	\$41.44	\$42.69			\$43.12	\$43.98
What-Comm Dispatch Supervisor (STATUS QUO Pending PERC Decision)									

CITY OF BELLINGHAM										
2024										
PLAN P										
What-Comm Dispatchers Guild										
(Effective January 1, 2024 3.0% COLA & 1.0% Market Adjustment)										
Salary Grade A										
Hourly Rate		\$29.45								
What-Comm Dispatcher in Training										
What-Comm Dispatcher I (Call Receiver)										
		<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>	<i>Step 7</i>	<i>Step 8</i>	<i>Step 9</i>
Salary Grade B										
Hourly Rate		\$30.92	\$31.85	\$32.81	\$33.79	\$34.80	\$35.84	\$36.92	10 Years	20 Years
									\$37.66	\$38.41
What-Comm Dispatcher II										
		<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>			<i>Step 6</i>	<i>Step 7</i>
Salary Grade C										
Hourly Rate		\$37.93	\$39.06	\$40.23	\$41.44	\$42.69			10 Years	20 Years
									\$43.12	\$43.98
What-Comm Dispatch Supervisor (STATUS QUO Pending PERC Decision)										

APPENDIX B

2023 Maximum Monthly Employer Contribution Amounts

Coverage Type	
Employee Only	\$ 830.19
Employee & Spouse	\$ 1,617.32
Employee & 1 Child	\$ 1,229.52
Employee & 2 Children	\$ 1,556.55
Employee, Spouse & 1 Child	\$ 2,016.64
Employee, Spouse & 2 Children	\$ 2,343.68

2024 Maximum Monthly Employer Contribution Amounts

Coverage Type	
Employee Only	\$ 880.01
Employee & Spouse	\$ 1,714.36
Employee & 1 Child	\$ 1,303.29
Employee & 2 Children	\$ 1,649.95
Employee, Spouse & 1 Child	\$ 2,137.64
Employee, Spouse & 2 Children	\$ 2,484.30

APPENDIX C

Parties Intent: The parties anticipate the Dispatch Center's temporary staffing shortage will likely improve but persist throughout the 2023-2024 Agreement duration. Thus, the parties agree to temporarily implement Appendix C (5x8 work schedule) in place of Articles 11 through 14 of the Agreement and postpone bargaining for a permanent schedule until all the conditions provided in Article 6.2 occur or the parties implement the successor to the 2023-2024 Agreement, whichever occurs sooner (hereafter the "Trigger Event").

The parties reserve their positions and proposals and will engage in full scope bargaining for work schedules, mandation rules, and overtime rules when a Trigger Event occurs.

The parties understand the transition from the temporary to a permanent work schedule, including re-implementing the 8-12 work schedule, will require bargaining before it can be implemented. Thus, the temporary 5x8 schedule will remain in effect until the parties mutually agree on the permanent schedule and implementation.

ARTICLE 11: [Temporary 5/8 Schedule] HOURS OF WORK AND WORKING CONDITIONS

11.1 Definitions:

Workweek: The workweek for full-time employees, including probationary employees, shall be forty (40) hours. Non-probationary Dispatchers' hours shall consist of five consecutive 8 (eight) hour shifts on and two (2) consecutive regularly scheduled days off. Probationary Dispatchers' workweek while in training is subject to Supervisor's discretion unless the probationary Dispatcher is on the floor working on their own. In that case, the employee's workweek will be the same as non-probationary Dispatchers.

Nothing in this section shall preclude the Guild and the City from developing, through mutual agreement, alternative work schedules, such as job sharing or part-time work.

Days: A fixed and regularly recurring period of twenty-four (24) consecutive hours used for the purpose of establishing a schedule.

Shift: A "shift" is defined as eight (8) regularly scheduled continuous working hours in a day, such as "day", "swing", and "graveyard".

Schedule: A fixed and regularly recurring combination of days and shifts worked, and days off for the established Work Period.

Work Period: A fixed and regularly recurring period of seven (7) consecutive days used for purpose of establishing a schedule and compliance with the Fair Labor Standards Act.

11.2 Meal Periods and Rest Periods. Meal Periods and Rest Periods for bargaining unit members shall be 30 minutes of break time for every four (4) hours worked. Employees who work a ten (10) hour day will be provided an additional 15 minutes of break time. The breaks should be spread out as evenly as possible during the shift. These breaks shall not be taken so as to arrive later or leave earlier than the normal shift schedule unless approved by the Deputy Director or a Supervisor.

An employee who accepts a request or is mandated to hold over or report early for a minimum of four (4) hours of overtime, in addition to their regular shift, shall be allowed an additional 30-minute meal period. The Employee shall also receive a fifteen (15) minute rest period when the employee is not notified of the extension before the start of their shift or extension.

11.3 Change in Workweek, Schedule, or Shift. The City will make a good faith effort not to change an employee's regular Shift Schedule once bid. Schedule changes pursuant to this section are subject to Schedule Disruption Pay.

11.4 Change Without Notice. If the employee is not provided written notice of a change in schedule at least fourteen (14) calendar days in advance of such change, the employee is entitled to Schedule Disruption Pay as provided in Article 11.5. Probationary employees shall be entitled to Schedule Disruption Pay when not provided written notice at least seven (7) calendar days in advance of such change.

11.5 Schedule Disruption Pay. Employees who have their shift or schedule modified without such notice will receive premium pay of time and one-half for the first occurrence of the new shift or schedule. The remainder of the days will be paid at the base hourly rate they would have earned had the change not taken place plus any shift differential that applies to the new shift.

11.6 Flextime. Providing there will be no adverse financial or performance cost to the City, at the employee's request and supervisor's approval, an employee's regular shift may be modified on a temporary basis. These modifications can include, but are not limited to shift start time, shift end time, and authorized break times. Approved flex time must be both worked and used within the 40-hour FLSA workweek.

11.7 Travel and Training Time. Other than normal commute time, employees shall travel to and from job sites and/or from their regularly assigned headquarters on City time. Employees shall be permitted to use City cars if available. Employees who are required to use their own vehicles for City business shall be reimbursed according to City policy.

In keeping with the City's goal of providing each employee with appropriate training, the Department will schedule and/or make arrangements for training required by the Department. The City shall pay the employee at the applicable rate as provided in this Agreement. Employees required to attend mandatory training on overtime will receive a guaranteed minimum of two (2) hours at the applicable overtime rate.

For out-of-town training required or approved by the Department, the City will pay for the time spent in training, and for round-trip travel time before or after an eight (8) hour workday, from the work place to the training site and back, whether a driver or a passenger.

Meal periods on training days are unpaid unless approved by the Deputy Director.

The City may approve tuition reimbursement or payment for courses or tuition reimbursement that is voluntary and outside the employee's regular schedule. Ordinarily, this training is not "hours worked" for compensation purposes.

11.8 Paid Leave Rules.

- A. Requests to use paid leave will not be considered until the employee has accrued the leave they are requesting to use.
- B. Once leave is bid or requested, the requesting employee cannot change the type of leave that is bid or requested (for example, an employee cannot post seeking vacation coverage and then change their leave to compensatory time).
- C. The City will post the work schedule at least 4 months in advance, except the first quarter of the calendar year, which will be posted as soon as possible after the shift bid has been completed. Posted Required Board overtime must be filled before Unbid Board overtime. Compensatory time cannot be posted more than one hundred and twenty days in advance. Unbid vacation and Floating Holidays shall not be subject to this restriction. Unbid time posted for schedules pending publication of the anticipated shift overtime shall require a volunteer replacement prior to approval.

11.9 Unbid Time Off Request Procedure. Employees shall request use of unbid time off by submitting the request, either orally or in writing, to a Supervisor. In the event more than one employee requests the same unbid time off, a written request will prevail over an oral request.

Requests for unbid time off submitted in accordance with this Agreement will be granted unless the request would cause an undue hardship, in which case the request will be denied. An undue hardship exists when: (1) the employee is not able to find a volunteer replacement, if a replacement is necessary; (2) a large scale event likely to affect workload is occurring or anticipated; (3) the request is between 0600 on the Fourth of July through 0600 on the Fifth of July, 1800 on

New Year's Eve through 0600 on New Year's Day, or 1800 on Halloween through 0200 the day after Halloween; or (4) less than two regularly scheduled Dispatchers would remain on duty if the request was granted. Any one of these circumstances constitutes an undue hardship, unless the Deputy Director grants an exception. The City's need to hire an overtime replacement does not, on its own, constitute an "undue hardship."

All requests for unbid time off shall be approved, denied or placed into pending status within four (4) days of the request, unless the request is made with less than four (4) days' notice. A request made with less than four (4) days' notice will be approved, denied, or placed into pending status as soon as reasonably possible. If no undue hardship exists, a request requiring a volunteer replacement will be placed into pending status and will be posted on the Unbid Board. The request shall be approved if a volunteer replacement is found provided no other undue hardship exists and all Required Board overtime has been filled at the time and date the volunteer was found.

Should staffing levels change while a request is in pending status and less than two regularly scheduled Dispatchers would remain on duty if the request was approved, the employee will be provided notice that an undue hardship now exists. The Supervisor will notify the employee and workgroup by email of the pending status change. The employee will have 4 days from the time the notice is provided to secure a volunteer replacement. If an employee is on any type of leave, notification shall be done by phone in addition to email. If a volunteer replacement is not secured within 4 days, the request will be denied on the basis that the request would cause an undue hardship.

Should a large scale event likely to affect workload occur or be anticipated while a request is in pending status, the request will be denied on the basis that the request would cause an undue hardship.

If there is more than one unbid time off request for the same time period in pending status, and staffing changes occur that would bring staffing below two regularly scheduled dispatchers, only the first employee to secure a volunteer replacement will have their request approved. All other pending requests for the same time period will be denied if less than two regularly scheduled Dispatchers would remain on duty if the request was approved.

Once approved, a request for unbid time off shall not be cancelled by management but would be subject to the involuntary recall to duty provisions in Article 13.

Should staffing levels change following denial of an unbid time off request and an undue hardship no longer exists, where it would allow a previously denied unbid time off request to be posted, the Dispatcher can resubmit for the denied time if they choose. This will be considered a new time off request.

ARTICLE 12: [Temporary 5/8 Schedule] OVERTIME AND COMPENSATORY TIME

12.1 Calculation of Overtime Rate.

A. The City will apply the "Fair Labor Standards Act (FLSA) regular rate of pay" to all hours actually worked in excess of forty hours in the FLSA workweek as defined by the FLSA, including all special assignment pays, premium pays, shift differentials and all other compensation as required by the FLSA in its calculations of statutory overtime compensation.

B. The City will calculate non-FLSA, contractual overtime compensation in compliance with the terms of this Agreement using an Augmented Rate of Pay (as distinguished from FLSA - mandated overtime compensation). "Augmented Rate of Pay (ARP)" under this Agreement shall include and encompass the following special assignment and premium pays for the purpose of calculating the non-FLSA, contractual overtime rate:

1. Master Dispatcher Premium Pay;
2. Certification Premium Pay;
3. Communications Training Officer Special Assignment Pay;
4. Lead Dispatcher Special Assignment Pay.

12.2 Calculation of Overtime Hours Worked.

A. Employees are entitled to non-FLSA, contractual overtime compensation pursuant to the terms of this Agreement for hours worked in excess of eight (8) hours for an eight-hour shift-regardless of whether or not they have met the threshold for statutory overtime compensation established by the Fair Labor Standards Act (FLSA).

B. Work performed in excess of eight (8) hours per day shall be compensated at the rate of at least one and one-half (1½) times the employee's ARP. Work performed in excess of forty (40) hours in a workweek shall be compensated at the rate of at least one and one-half (1½) times the employee's ARP, or higher if required by the FLSA.

C. Where shift scheduling on the commencement of a new work period requires more than five (5) consecutive duty shifts, the overtime rate of time and one-half shall be applied only to consecutive duty shifts in excess of eight (8). If an employee works eight (8) consecutive duty shifts as the result of a shift rotation or shift bidding, they shall receive one (1) day off with pay after the eighth (8th) day. Such pay shall be at the ARP. However, if consecutive duty shifts in excess of eight (8) result because of an individual's choice through shift bidding when an alternative had been available, the individual will be allowed to take a day off on vacation or compensatory time and overtime pay shall not be paid.

D. Sick leave, vacation leave and compensatory leave shall be considered the equivalent of hours worked in a given workweek for the purposes of calculating overtime.

12.3 Overtime-

A. Required

Required overtime consists of all open overtime shifts for bid vacation leave, sick leave, FMLA leave, training, training protection, bereavement leave, and minimum staffing, regardless of whether the overtime is physically posted. All Required overtime will be paid at the employee's applicable rate of pay, which may be up to double time and a half. Required overtime may be earned as cash or accrued as compensatory time.

B. Unbid

Unbid overtime consists of all voluntary overtime worked to cover another Dispatcher's unbid vacation, unbid floating holiday, and compensatory time. Unbid overtime also includes leave taken on a Designated Holiday but only as expressly permitted by Article 16. All Unbid overtime shall be paid at no more than the rate of time and one-half (1½). Unbid overtime shall be compensated in cash only and may not be accrued as compensatory time.

12.4 Employees shall have the option of being paid at the overtime rate or to hold these hours for use as compensatory time off as per Article 12.8 when working required-overtime. When an employee incurs overtime to cover for a co-worker absent on Unbid overtime, the covering employee shall be paid at the rate of one and one-half (1½) times the employee's ARP, or higher if required by the FLSA. No holiday or double-time rates are applicable. Such overtime shall be compensated in cash only, not compensatory time.

12.5 Voluntary required overtime on regularly scheduled days off shall be paid at 1.5x an employee's ARP, except that work performed on the last regularly scheduled day off shall be paid at 2.0X an employee's ARP. The last regularly scheduled day off is the twenty-four (24) hour period ending at the shift start time of the first day of the employee's normal workweek. The 2.0X rate shall not apply to voluntary coverage above minimum staffing or to fill unbid time off, committee work, or training. Voluntary required overtime on holidays shall be paid pursuant to 16.4.

12.6 Voluntary Overtime. Defined as hours worked to cover required or unbid time, on a voluntary basis by the employee, in excess of the normal work shift or workweek within the same work period.

12.7 Posting of Overtime. For overtime needs anticipated in advance:

A. Required overtime shall be dated and posted. Required anticipated shift overtime will be posted as follows:

- i. January – February shift: As soon as is practicable after the annual shift bid is complete.
- ii. March-April shift: First Monday in February
- iii. May-June shift: First Monday in March
- iv. July-August shift: First Monday in May
- v. September-October shift: First Monday in July
- vi. November-December shift: First Monday in September

Additional required overtime may be posted at any point after the anticipated shift overtime has been published.

B. For each occurrence of Required overtime posting, employees may not sign up for more than two (2) overtime periods, or slots, of overtime during the first three (3) days the overtime sign-up sheet is posted; provided, however, that the preceding limitation shall not apply to Unbid overtime.

C. After the three (3) day period expires, employees may sign up for additional time. If the three (3) day posting period is not possible due to time constraints, the shift supervisor may post for a shorter period.

D. Any voluntary overtime work under this clause that would constitute work at the double time rate shall be reviewed by the Deputy Director for consideration of approval.

12.8 Compensatory Time. To the extent permitted by the Fair Labor Standards Act and this Agreement, an employee may choose to take overtime earned as compensatory time and may accumulate a total amount of compensatory time equal to ninety-six (96) straight hours. Employees may request to cash out compensatory time at any time and it will be paid on the next regular pay period. Request for cash outs must be for a minimum of four hours, unless the employee has less than four hours in which case all compensatory time will be paid out.

Upon request by the employee, with approval of the Chief, an employee is permitted to increase their accumulated compensatory time bank to one hundred forty-four (144) straight-time hours for the purpose of scheduled medical or maternity leave. These requests will be considered on a case-by-case basis. Once the employee returns from leave, or the reason for the increase no longer applies, the bank limit will return to ninety-six (96), with any hours over ninety-six (96) cashed out in the pay period subsequent to the change in condition.

12.9 Employees transferring into this bargaining unit who have a compensatory time bank accrued from the previous position will be cashed out, upon transfer, to a zero (0) balance at the pre-transfer rate of pay.

12.10 Upon retirement or separation from employment for any reason, employees who have a compensatory time bank accrued will be cashed out to a zero (0) balance.

ARTICLE 13: [Temporary 5/8 Schedule] MANDATORY OVERTIME

13.1 Mandation. Required overtime not filled by a volunteer may be filled by mandation. Mandation can occur via mandatory shift extension, or mandatory recall. Employees may be mandated back to duty to fully or partially cover a vacant shift; to attend a mandatory meeting, with the exception of education or training related meetings, (which will be paid according to Article 11.7); to make a court appearance; or to perform other duties that occur outside of the employee's normal work schedule. The employer will make a good faith effort to notify an employee of a mandated shift assignment no more than 72 hours and no less than 48 hours in advance of the shift. An employee is exempt from mandation if the mandating causes them to work over 12 hours or causes less than an 8 hour turnaround between shifts.

13.2 Mandation Procedure. In all circumstances wherein more than one employee is eligible for mandation, the employee who has least recently worked at least two hours of required overtime shall be mandated first. If there are two employees who last worked overtime on the same date and time, the least senior employee will be mandated.

13.3 Shift Extension. A shift extension is any time an employee is mandated to work on a regular workday in excess of their regular schedule. Shift extensions may include any of the following scenarios: (1) employee is required to stay beyond the end of their scheduled shift; (2) employee is required to return to work within one hour of the end of their regular schedule; (3) employee is required to begin work prior to their regular schedule and work overtime that ends within one hour of the beginning of the employees shift. Recall rates shall not apply to shift extensions, but regular overtime rates will apply.

Shift Extension Pay. Any overtime worked for a shift extension (voluntary or mandatory) will be paid at 1.5X pay; however,

(1) if an employee has already worked 12 hours of required overtime (voluntary or mandatory) in the employee's workweek any subsequent hours mandated to work in the same workweek will be paid at the rate of 2.0X ARP. (For example, an employee has Saturday/Sunday off, is mandated for a four hour shift extension following their shift on Monday, and the employee has already signed up for four hours per day of required overtime on Wednesday, Thursday and Friday. The employee would receive double time for the shift extension on Friday);

(2) if the shift extension occurs prior to the start of an employee's first regularly scheduled shift of their work week the hours will be paid at 2.0x;

(3) if a shift extension occurs on a designated holiday, the overtime hours will be paid at 2.5x.

Shift extensions may not be required for both before and after an employee's shift. (No splits).

13.4 Recall Pay on Regular Workday. If an employee is mandated on a regular workday at any time other than shift extension, such involuntary recall shall be paid at time and one half (1.5X) for hours on duty, with a minimum guarantee equivalent to four (4) hours of straight time.

13.5 Order of Shift Extension or Recall on a Regular Workday.

- A. Attempt to find a volunteer. Employees on shift will be given preference in order of seniority, then employees marked as available will be contacted in order of seniority with the first volunteer receiving the overtime.
- B. Mandate a regularly scheduled on-duty or incoming employee eligible for overtime, including those incoming off their regularly scheduled days off or less than one week of bid vacation. Supervisors shall be considered eligible for mandation unless determined otherwise by the Deputy Director.
- C. Attempt to recall an employee eligible for overtime who is regularly scheduled to work that day but is currently off duty.
- D. Mandate a regularly scheduled employee who has used leave to decrease a regularly scheduled day to extend their shift. The extension shall not be attached to the employee's hours of leave. The employee cannot be mandated for more than an additional four hours attached to their regularly scheduled shift.
- E. Mandate an incoming employee from: (i) a week or longer bid vacation; or (ii) a protected weekend on their first regularly scheduled workday.
- F. Send a coverage alert indicating "no one to mandate"; any responding volunteer will be paid 2.0x their applicable rate of pay, for all overtime hours worked.

13.6 Mandation on Days Off.

13. 6.1 Mandatory Recall on Days Off. There shall be no mandating of overtime work on an employee's regular day off except in emergency situations; to attend a mandatory meeting, with the exception of education or training related meetings, (which will be paid according to Article 11.7); or to make a court appearance. A shift extension preceding the first shift of an employee's regularly

scheduled work week or following the last regularly scheduled shift of the workweek would not be considered mandation on a regular day off.

An emergency for this article means:

- A. Extraordinary staffing levels exist, meaning:
 - i. There are no on-duty or incoming dispatchers eligible for mandation; and
 - ii. No volunteers for coverage; and
 - iii. Staffing has or will fall to two below minimum staffing; or
- B. When a large-scale event such as a natural disaster or other event requiring significant emergency response occurs.

In an emergency situation, employees on their days off shall be mandated for up to eight (8) consecutive hours in the following order. Note: for A- D below, the Training Supervisor's shift will be considered a day shift. Employees can only be mandated to work overtime for the reasons above on one regularly scheduled day off per the employee's workweek, provided they have not already volunteered to work eight (8) hours of required overtime on a day off during that same workweek, except that in an instance of extraordinary need, management reserves the right to cancel voluntary required overtime to allow mandation on a different day off.

13.6.2 Order of Mandatory Recall on Days Off. In the case of an emergency situation, as described in 13.6.1 above, the order of mandatory recall shall be as follows:

- A. Employees assigned to the same shift (i.e., days, swing or graveyard) as the mandatory overtime need and on days off shall be mandated in order of the mandation procedure for up to eight (8) consecutive hours. For example, mandatory overtime is needed to cover for the hours of 0600-1400, therefore, dayshift employees on their days off shall be mandated in order of the mandation procedure outlined above in Article 13.2
- B. Employees assigned to an adjoining shift to where the mandatory overtime is needed and on days off shall be mandated, in order of the mandation procedure outlined above in Article 13.2
 - i. Example 1: mandatory overtime is needed to cover for the hours of 1400-1800 or 0200-0600, therefore dayshift employees on their days off shall be mandated in order of the mandation procedure.
 - ii. Example 2: mandatory overtime is needed to cover for the hours of 1800-2200 or 0600-1000, therefore nightshift employees on days off shall be mandated in order of the mandation procedure.

- iii. Example 3: mandatory overtime is needed to cover for the hours of 1000-1400 or 2200-0200, therefore swing shift employees on days off shall be mandated in order of the mandation procedure.
- C. Require an employee who is already on duty who has volunteered to work less than eight (8) hours of required overtime to work up to a total of eight (8) consecutive hours.
- D. Employees on unbid time off shall be mandated in order of the most recent posting first.

13.7 Mandation Pay on Regular Day Off. In the event of an emergency, the employee mandated to work on regularly scheduled days off will be paid 2.0X their applicable rate of pay, for all mandated overtime hours worked. If recall occurs on a designated holiday, the overtime hours will be paid at 2.5X.

13.8 During Bid Vacation. Employees may be mandated to duty during bid vacation or on a protected weekend if the steps above have been exhausted or if an employee is required to respond to a subpoena. Employees on bid vacation will be recalled in the following order:

- A. Recall an employee on a partial day of bid vacation.
- B. Recall an employee on less than one full week of bid vacation.
- C. Recall an employee on a protected weekend.
- D. Recall an employee on one week or longer bid vacation.

Employees involuntarily recalled to duty during bid vacation or during a protected weekend will continue to receive their ARP for hours worked, plus eight (8) hours pay at time and one-half, plus return of their vacation day (which must be scheduled in the same manner as any other vacation day); provided, employees may elect to receive eight (8) hours pay in lieu of the return of the vacation day. Any employee contacted for recall purposes shall notify the caller of their vacation status.

For purposes of compensation at the bid vacation recall rate:

- A. An employee is deemed to be on bid vacation on the first day following their last working day, beginning at 6:00 a.m., regardless of if that first day is a bid vacation day or a regularly scheduled day off. Provided, if a night shift person is held over or an employee is called in early on their first regularly scheduled shift following a vacation, it shall be considered as an extension of shift and not bid vacation.
- B. An employee is deemed to be on bid vacation on regularly scheduled days off preceding a bid vacation week (subject to "a" above), and on the days off between weeks of scheduled bid vacation.

- C. An employee is deemed to be on bid vacation on their regularly scheduled days off at the end of one (1) week (or more) of bid vacation period.

If an employee uses compensatory time, floating holiday time, or vacation time to extend a one-week or longer bid vacation period, thereby encompassing regularly scheduled days off, he/she shall be deemed on bid vacation for recall compensation for the entire period ONLY if this scheduling was arranged sufficiently in advance to be included in the current shift schedule as issued prior to the actual start of the shift. Bid vacation recall pay shall not be paid on the day upon which an individual is scheduled to return to work.

13.8.1 Protected Weekends. For the 2024 5x8 work schedule only, employees may designate three “weekends” per calendar year that are attached to individual days of bid vacation during their annual vacation bid to be protected as bid vacation for mandation and recall compensation. Once designated the “weekend” cannot be changed. For the purposes of this article, a weekend is two consecutive regularly scheduled days off. Only one employee may designate the same calendar day as protected, regardless of shift.

13.9 Voluntary Committees. The parties recognize the existence of certain committees for which employees volunteer to discuss department operations with management (such as “cross functional teams” as designated by the What-Comm Deputy Director or designee, Health and Welfare Committee, compassionate leave committee). Overtime worked on a voluntary committee will be paid at time and a half with no guaranteed minimum.

ARTICLE 14: [Temporary 5/8 Schedule] SHIFT ROTATION BIDDING AND VACATION BIDDING

14.1 Definitions:

Shift Rotation Period (SRP): A “shift rotation period” is defined as the two (2) month work period for which Dispatchers bid per this Agreement.

Shift: A “shift” is defined as eight (8) regularly scheduled continuous working hours in a day. Shifts are broken down as follows:

“Day Shift” – 6 a.m. to 2 p.m. (0600-1400)
10 a.m. to 6 p.m. (1000-1800)

“Swing Shift” – 2 p.m. to 10 p.m. (1400-2200)
6 p.m. to 2 a.m. (1800-0200)

“Graveyard Shift” – 10 p.m. to 6 a.m. (2200-0600)

If a long-term vacancy occurs, a person may be assigned to fill the vacancy. Volunteers will be considered in the order of seniority. If a dispatcher voluntarily

moves to a different shift and this results in a conflict in bid or approved unbid vacation, the employee must cancel or reschedule any conflicting vacation time in compliance with Article 14.2. Involuntary changes in workweek, schedule, or shift will be considered in order of inverse seniority and based on overall impact to the workgroup. If involuntarily assigned, bid and approved unbid vacation will be honored and the employer will arrange coverage for the time off.

A long-term vacancy is a vacancy caused by resignation, retirement, transfer, or illness, disability, leave of absence or maternity leave. A long-term vacancy is defined as a vacancy that is anticipated to last at least half of the shift rotation period.

Position: A specific assignment on a particular console on a SRP/Shift, such as Whatcom County Sheriff, Bellingham Police, or call receiving.

Posting: The What-Comm Deputy Director will simultaneously post the What-Comm Dispatch employees' SRP and vacation bidding documents, for the following year, by the second Tuesday in September of the current year. The bidding process is to be completed no later than November 30th of the year preceding the year being bid. The What-Comm Deputy Director will post the finalized annual shift bid documents and finalized annual vacation bid documents for the upcoming calendar year by no later than December 15th.

Seniority: Dispatchers will bid shifts and vacation in order of seniority at What-Comm. Supervisors bid separately from Dispatchers.

14.2 Limitation. Only one (1) Dispatcher will be allowed off for bid vacation at any time. For example, if a day shift Dispatcher bids for vacation from 0600-1400 any other Dispatcher scheduled that day cannot bid vacation between those hours.

14.3 Probationary Employees. Probationary employees will be assigned shifts by the Deputy Director during their probation period. Probationary employees will be allowed to bid for shifts starting with the first SRP after the completion of their probation. The employer shall attempt to refrain from assigning a probationary employee the following regular days off on a 2-month rotation: Saturday, and Sunday. Probationary employees will be given seven (7) days' written notice of their work schedule after completion of their training period. Upon request by the Guild President or designee the probationary employee's work schedule shall be provided to the Guild.

14.4 Procedure:

1. The Deputy Director will post a list of Dispatchers by classification in order of seniority, along with the available number of vacation days to be bid for the coming year, by the first Tuesday in September of the preceding year. An original copy of the shift and vacation bid documents will remain posted in the What-Comm facility until the bidding process is completed; it may not be taken home.

2. Dispatchers will have forty-eight (48) consecutive hours to bid their shifts and rounds one and two of vacation. Dispatchers will have twenty-four consecutive hours to bid rounds three and four of vacation bidding which shall commence at 0600 for day shift, 1400 for swing shift and 2022 for graveyard shift.
3. Each Dispatcher will bid their shift rotation periods for the entire year, as well as their first round of vacation.
4. Round One: Once each Dispatcher has completed their shift bid, each employee will bid their first round of vacation. Vacation bidding will be completed in four (4) rounds. In the first round, each employee will bid two (2) one-week vacations or one (1) two-week vacation.
5. Round Two: Once the first round is completed, a second round of bidding will commence, whereby Dispatchers will bid two (2) one-week vacations or one (1) two-week vacation.

For those Dispatchers who do not have sufficient vacation time to move onto the third round of bidding, or, who choose not to bid the third round, those Dispatchers shall be permitted to bid any one (1) of the following:

Two (2) one-week vacations;
One (1) two-week vacation;
One (1) one-week vacation and up to five (5) individual days totaling no more than 40 hours;
One (1) one-week vacation; or up to five (5) individual days totaling no more than 40 hours. (Of any individual vacation days bid, only one may be bid on a Designated Holiday).

6. Round Three: Upon completion of the second round of bidding, those Dispatchers with remaining vacation time shall bid one (1) of the following combinations:

Two (2) one-week vacations;
One (1) two-week vacation;
One (1) one-week vacation and up to five (5) individual days totaling no more than 40 hours;
One (1) one-week vacation; or up to five (5) individual days totaling no more than 40 hours. (Of any individual vacation days bid, only one may be bid on a Designated Holiday).

7. Round Four: In order of seniority, Dispatchers with enough vacation accrued to bid after the third round may bid any available balance after the third round has been completed. Dispatchers may bid vacation in 4-hour blocks at this time so long as their bid does not overlap with any pre-

existing bids. Dispatchers may not bid time off in increments of less than four hours.

8. If a procedural error is made, the bidding process will be stopped, and it will go back to the Dispatcher to re-bid shift selection and/or vacation selection. Any bids made after the procedural error is recognized shall be void. Once the Dispatcher has re-bid, the process will begin again with the next employee on the seniority list. A Dispatcher cannot change a selection without the Deputy Director's approval. Any error not recognized before the commencement of the subsequent bidding round shall be accepted and any protest rights deemed waived, unless otherwise agreed between the City and the Guild.
9. For purposes of this procedure, "week" is defined as a five-day block of consecutive regularly scheduled work days. For example, if a Dispatcher's regular schedule is Monday – ~~Thursday~~ with Friday, with Saturday and Sunday off, the week for vacation scheduling would be Monday – ~~Thursday~~ Friday.

14.5 Absences during the SRP/Vacation bidding. In the event a Dispatcher will be absent during the bidding process, the employee is responsible for notifying the What-Comm Deputy Director, or the Dispatcher's designee, prior to the start of the bidding process. The Dispatcher will provide the Deputy Director, or the Dispatcher's designee, a listing of the Dispatcher's choice of shifts and vacation blocks, or make arrangements to be notified within their appointed time to bid. If an absent Dispatcher, or the Dispatcher's designee, fails to notify the Deputy Director of his or her absence and/or bidding preference within three (3) days of the Dispatcher's bidding window, the Dispatcher shall be passed in the bidding process. This Dispatcher will be required to wait until all other employees have placed their bids in that round to have the opportunity to place his/her bid.

14.6 Bid Limits. Dispatchers may not bid the same shift (i.e., day, swing, or graveyard) for more than ten (10) consecutive months. The Deputy Director may approve an exception to bid limits for a Dispatcher on a case-by-case basis.

14.7 Shift Transfer Requests. A Dispatcher may submit a transfer request in writing up to thirty (30) days prior to the shift rotation. The Deputy Director will consider shift transfer requests on a "first come, first served" basis. If denied, the Deputy Director will provide a written explanation. Shift transfer requests may not be used to circumvent bid limits.

14.8 Voluntary Shift Trades. An employee shall have the right to exchange a workday (Shift) with another employee upon their mutual agreement, subject to the approval of the Deputy Director within the command structure. The employee's request shall not be unreasonably withheld. The shift trade must be both scheduled and completed within a six (6) month period.

If an employee who agrees to work in place of a regularly scheduled employee calls in sick, the employee who calls in sick shall have leave deducted from their sick leave accrual bank, or another paid leave accrual bank if they have no sick leave, for the time not worked.

14.9 Vacation Cancellation, Modification, and Reinstatement.

Employees may cancel all or any portion of a vacation which was bid in the yearly shift bid. Such cancellation shall be made in writing to a supervisor.

An employee who has previously canceled bid vacation may request to reinstate all or any portion (in hourly increments) of the time originally canceled by the employee. Such requests shall be made in writing to a Supervisor. Upon request of the written request the Supervisor shall determine the following:

1. Requests to reinstate canceled bid vacation will be granted so long as A) the request is made in writing to a Supervisor more than 14 days prior to the commencement of said vacation and B) no other employee has requested unbid time off for the same time period. If A and B are satisfied, the time will be reposted on the Required Board as protected, mandatable time.
2. If either A or B are not satisfied, the employee may request the time off as unbid vacation. This time is neither protected, nor mandatable. Employees may not request to use compensatory time or floating holiday during the same time period as cancelled bid vacation.
 - a. Under rare circumstances and upon the employee's written request, the Deputy Director has sole discretion to allow an employee that was required to cancel bid vacation due to an insufficient vacation leave balance to post for compensatory time or floating holiday coverage for the same dates.