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Letter of Agreement

October 22, 2018

This letter is to memorialize an agreement between the City of Bellingham and the What-Comm Dispatcher's Guild recognizing the intent of the parties to institute a one-year pilot program establishing alternative guidelines for approving unbid time off under Article 11.9.

In signing this agreement, the parties agree that:

- A. This agreement applies to all What-Comm Dispatchers.
- B. 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.
- C. 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, or 1800 on New Year's Eve through 0600 on New Years 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".
- D. 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 other undue hardship exists, a request requiring a volunteer replacement (undue hardship 1, Article 11.9 of the What-Comm Dispatchers Guild Collective Bargaining Agreement CBA) 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.
- E. 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 (undue hardship 4, Article 11.9 of the CBA) 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.

- F. 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 (undue hardship 2, Article 11.9 of the CBA).
- G. 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, (under hardship 4, Article 11.9), 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 (undue hardship 4, Article 11.9 of the CBA).
- H. 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 of the CBA.
- I. 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.
- J. The parties intend for this agreement to apply and supersede Article 11.9 in the Collective Bargaining Agreement between the City of Bellingham and What-Comm Dispatchers Guild for a period of one year (October 22, 2018-October 22, 2019). Current contract language not changed under Article 11.9 is section "B" and "C" above. Language modified or added to Article 11.9 is section "D" "E" "F" "G" "H" and "I".
- K. This agreement will automatically sunset unless the parties mutually agree to continue it in writing prior to the expiration date. This LOA will not constitute past practice.

This agreement is made cooperatively between the City of Bellingham and the What-Comm Dispatcher's Guild.



10/31/18

Date

What-Comm Director



10/22/18

Date

What-Comm Dispatcher's Guild President