

STATE OF WASHINGTON
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the matter of the petition of:

WHAT-COMM SUPERVISORY GUILD

Involving certain employees of:

CITY OF BELLINGHAM

CASE 136006-E-22

DECISION 13727 - PECB

ORDER OF DISMISSAL

Matthew Iverson, Representative, for What-Comm Supervisory Guild.

John Lee, Attorney at Law, Summit Law Group PLLC, for the City of Bellingham.

Elizabeth Lemoine, Attorney at Law, Lemoine Legal Services P.C., for the What-Comm Dispatchers Guild.

On November 1, 2022, the What-Comm Supervisory Guild (WSG) filed a petition to represent four employees in the Dispatch Supervisor job class working for the City of Bellingham (employer). The Dispatch Supervisors are currently represented by the What-Comm Dispatchers Guild (WDG) as part of a larger nonsupervisory dispatch employees bargaining unit. The WDG opposes the petition and asserts the petitioned-for employees are not supervisors within the meaning of WAC 391-35-340. The employer supports the petition. Hearing Officer Erin Slone-Gomez conducted a hearing on March 20 and 21, and May 18, 2023, and the parties filed post-hearing briefs to complete the record.

The petition is dismissed. The Dispatch Supervisors are not “supervisors” within the meaning of WAC 391-35-340. They do not spend a preponderance of time performing supervisory duties or perform a majority of the supervisory activities that require their severance from the bargaining unit.

BACKGROUND

What-Comm 911 is an independent subdivision of the employer's Police Department and provides emergency call-receiving, dispatch, and related technical and administrative support for the employer's first responders. Deputy Director Alysnn Everbeck oversees What-Comm 911. Everbeck reports to Deputy Police Chief David Crass. What-Comm 911 operates out of a dispatch building that is separate from the Police Department. All What-Comm 911 employees, including the Deputy Director, work from the dispatch building while Crass works from the Police Department. What-Comm 911 is funded by various regional agencies, who receive call-taking, dispatch, and other services from What-Comm 911.

What-Comm 911 is funded for 25 Dispatcher and 5 Dispatch Supervisor positions. Like many other dispatch centers across the state, What-Comm 911 faces significant challenges with staffing. What-Comm 911 employs approximately 17 Dispatchers, 5 Trainee Dispatchers, and 4 Dispatch Supervisors. What-Comm 911 also includes an Accounting Technician, Technical Support/Applications Support Specialist, GIS Analyst, and Systems Analyst positions; these positions belong to different bargaining units and are not at issue in the instant petition. The employer also has a separate work unit that dispatches only for fire and ambulance services. This group, which is significantly smaller and does not share work or staff with What-Comm 911, is in its own bargaining unit and is represented by a different union.

WDG's bargaining unit was certified in 2002. *City of Bellingham*, Decision 7322-C (PECB, 2002). In 2016, the employer created the Dispatch Supervisor job class and reclassified existing dispatch positions and dispatchers to staff the new classification. The employer engaged in bargaining with WDG at the time the classification was created, and their agreements were memorialized in a Memorandum of Understanding (MOU). During those discussions, the employer expressed concerns about potential conflicts of interest between the supervisory and nonsupervisory dispatchers. The parties ultimately agreed that the Dispatch Supervisors would exist within the WDG's nonsupervisory bargaining unit. The MOU reserved the employer's right to seek clarification concerning the supervisor status of the Dispatch Supervisors. The parties included this same reservation of rights in Article 27 of their most recent collective bargaining agreement.

Since the creation of the Dispatch Supervisor classification, the parties have included language about supervisor-specific work schedules, time off, meeting participation, and other working conditions in each subsequent collective bargaining agreement. During the most recent round of negotiations, the WDG's president determined that its bargaining team should include a supervisor to ensure any supervisor-specific issues would be appropriately addressed. In November and December 2022, the employer and WDG entered into a MOU where the parties agreed to a temporary alternative schedule and changes to pay due to the staffing shortage. The agreement expires on December 31, 2023.

Three of the Dispatch Supervisor positions are designated as Floor Supervisors and the fourth is designated as a Training Supervisor. The Training Supervisor's role generally rotates between the Dispatch Supervisors and each supervisor fills that role for approximately three years. This duration can be shortened or extended at the discretion of the Deputy Director. Three of the Dispatch Supervisor positions are designated as Floor Supervisors and the fourth is designated as a Training Supervisor. The Training Supervisor role generally rotates between the Dispatch Supervisors and each supervisor fills that role for approximately three years.

The Floor Supervisors work on the dispatch center floor and supervise call taking and dispatching, respond to any internal or external complaints, and arrange for additional or reduced staffing as needed based on employee absences, minimum staffing, and call volume in accordance with department policies and the collective bargaining agreement. A Floor Supervisor is tasked with staffing and coordinating a "Tactical Team" of dispatchers who may be assigned special duties in coordination with law enforcement actions. This team does not receive any additional compensation for membership but may be eligible for additional overtime assignments. In addition to a Dispatch Supervisor, each shift also has a Lead Worker. The Lead Worker is the most senior dispatcher on that shift who wishes to take on the role and meets certain eligibility requirements. The Lead Worker assists employees and coordinates staffing if there is no supervisor on shift.

The Floor Supervisors currently perform dispatch duties approximately 80 percent of the time due to staffing shortages. The employer does not know when the staffing crisis will end and could not

speculate if or when Dispatch Supervisors would begin spending less time performing dispatch duties.

Both Floor Supervisors and the Training Supervisor are responsible for employee performance evaluations. The Dispatch Supervisors meet with the Deputy Director annually to divide staff members between the Dispatch Supervisors for evaluation. This division is made in a way to ensure the Dispatch Supervisors are assigned the same work shift as the Dispatchers they oversee. If a Dispatcher changes to a different shift a new Dispatch Supervisor may be assigned based on the change's timing in the evaluation cycle. The Dispatch Supervisors provide coaching and counseling to Dispatchers and are authorized to unilaterally issue a verbal reprimand to an employee, but any other discipline must be approved by the Deputy Director. The Dispatch Supervisors do not process any grievances that may arise from disciplinary actions.

Everbeck testified that the Deputy Director is responsible for the hiring and firing at What-Comm 911 and makes the final recommendation to the Chief of Police, who is the actual hiring authority for What-Comm 911. What-Comm 911's hiring process begins with the city's Human Resources Department administering a public safety and typing test to potential applicants. The Human Resources Department reviews those test results, reaches out to potential applicants to apply, and reviews the applications and scores and ranks those applications. The ranked list is provided to the Police Department's hiring Lieutenant who schedules interviews. The hiring Lieutenant, Deputy Director, and one Dispatch Supervisor interview the candidates. As part of that process, the Dispatch Supervisor makes a recommendation to the Deputy Director, who makes a final recommendation to the Chief of Police. The record demonstrates that the Dispatch Supervisors' recommendations have matched the Deputy Director's recommendation. Everbeck testified that in one instance when she was a Dispatch Supervisor, the Deputy Director chose a candidate not recommended by Everbeck.

The duties of the Training Supervisor differ from the Floor Supervisors. The Floor Supervisors supervisor the Dispatcher 2 positions, where the Training Supervisor supervises the trainees – the Dispatcher-In-Training and Dispatcher 1 positions. The Training Supervisor is responsible for training new Dispatchers and ensuring they meet established benchmarks as they learn their new

job. The Training Supervisor may shorten and recommend the extension of a new employee's probationary training time based on the established benchmarks.

The Training Supervisor independently selects certain Dispatchers to serve as Communications Training Officers (CTO). The Training Supervisor also has the authority to remove a Dispatcher from the CTO role but has yet to exercise the authority. The Training Supervisor assigns certain CTOs to work with newly hired employees who teach the new employee different elements of the Dispatcher job. The Training Supervisor developed the training regimen in consultation with both the Deputy Director and the Dispatchers who are selected as a CTO to receive an additional compensation of six percent.

The Training Supervisor's regular schedule is Monday through Friday, from 8:00 a.m. to 4:00 p.m. The Training Supervisor has a separate office and does not participate in the supervisor annual vacation bid process. The Training Supervisor currently spends approximately 10 percent of the time performing dispatch duties.

ANALYSIS

Applicable Legal Standard(s)

Determination of Appropriate Bargaining Unit

The determination of appropriate bargaining units is a function delegated to this agency by the legislature. *City of Richland*, Decision 279-A (PECB, 1978), *aff'd*, *International Association of Fire Fighters, Local 1052 v. Public Employment Relations Commission*, 29 Wn. App. 599 (1981), *review denied*, 96 Wn.2d 1004 (1981). The purpose of this function is to ensure there is a community of interest among the employees sufficient to enable them to bargain effectively with their employer. *Quincy School District*, Decision 3962-A (PECB, 1993). When making bargaining unit determinations, the Commission seeks to avoid fragmentation and potential work jurisdiction disputes. *King County (Amalgamated Transit Union Local 587)*, Decision 6696 (PECB, 1999). Bargaining unit determinations are made on a case-by-case basis. *King County*, Decision 5910-A (PECB, 1997).

In making bargaining unit determinations, this agency is directed to consider “the duties, skills, and working conditions of the public employees; the history of collective bargaining; . . . the extent of organization among the public employees; and the desire of the public employees.” RCW 41.56.060. The criteria are not applied on a strictly mathematical basis. *King County*, Decision 5910-A. Not all of the factors will arise in every case, and where they do exist, any one factor could be more important than another, depending on the facts. *Renton School District*, Decision 379-A (EDUC, 1978), *aff’d*, *Renton Education Association v. Public Employment Relations Commission*, 101 Wn.2d 435 (1984).

This agency’s role is to determine if there is *a* community of interest, not the *best* community of interest. Consequently, the fact that other groupings of employees may also be appropriate, or even more appropriate, does not render the proposed configuration inappropriate. *State – Secretary of State*, Decision 12442 (PSRA, 2015) (citing *Snohomish County*, Decision 12071 (PECB, 2014); *City of Winslow*, Decision 3520-A (PECB, 1990)).

Supervisor Status

Generally, supervisors are not included in the same bargaining units as the employees they supervise. WAC 391-35-340; *Pend Oreille Public Hospital District 1*, Decision 11197-A (PECB, 2012). Separating supervisors from the rank-and-file bargaining unit avoids the potential for conflicts of interest that would otherwise exist in a combined bargaining unit. WAC 391-35-340.

Chapter 41.56 RCW does not define the term “supervisor.” Originally, the Commission based circumstances warranting a separate supervisory bargaining unit upon a distinct set of duties, skills, and working conditions from the rank-and-file bargaining unit, which often presented a conflict of interest. *International Association of Fire Fighters, Local 252 v. Public Employment Relations Commission*, 29 Wn. App. 599 (1981), *rev. denied*, 96 Wn.2d 1009 (1981); *White Pass School District*, Decision 573-A (PECB, 1979); *Washington Public Power Supply System*, Decision 2065 (PECB, 1984); *City of Bothell*, Decision 2724 (PECB, 1987).

The Commission also looked to the definition of supervisor in both Section 2(11) of the National Labor Relations Act (NLRA) and in the Education Employees Relations Act (EERA),

chapter 41.59 RCW, to specify supervisory criteria. *City of Mercer Island*, Decision 1026-A (PECB, 1981); *Snohomish Health District*, Decision 4735-A (PECB, 1995). In *City of Mercer Island*, the Commission (citing to Section 2(11) of the NLRA, stated, “Supervisors have management roles entailing duties such as hiring, firing, assignment, transfer, layoff, recall of subordinate employees and the processing of their grievances.”) *City of Mercer Island*, Decision 1026-A. In *Snohomish Health District*, the Commission stated that it has looked to the definition of supervisor in RCW 41.59.020(4)(d) for the types of authority which create potential conflicts of interests when placing supervisors in a rank-and-file bargaining unit. *Snohomish Health District*, Decision 4735-A.

The Commission moved to use the test under the EERA because the test under the NLRA is disjunctive. *Id.* (citing *National Labor Relations Board v. Health Care & Retirement Corp. of America*, 511 U.S. 571 (1994)). While the definition in the EERA is generally patterned after the NLRA, it provides that only those employees performing a preponderance of the specified acts are considered supervisors. RCW 41.59.020(4)(d); *Snohomish Health District*, Decision 4735-A. The Commission determined the preponderance test found in RCW 41.59.020(4)(d) to be closer to Commission precedent following *International Association of Fire Fighters, Local 1052 v. Public Employment Relations Commission* than the disjunctive test under the NLRA. *Id.*

Therefore, a supervisory employee is any employee whose preponderance of duties include the independent authority “to hire, assign, promote, transfer, layoff, recall, suspend, discipline, or discharge other employees, or to adjust their grievances, or to recommend effectively such action.” *Granite Falls School District*, Decision 7719-A (PECB, 2003) (citing RCW 41.59.020(4)(d)). “Preponderance” can be met in two different ways. An employee may be a supervisor if a preponderance of the employee’s time is spent performing one or more of the statutory supervisory activities. *City of East Wenatchee*, Decision 11371 (PECB, 2012); *Inchelium School District*, Decision 11178 (PECB, 2011). An employee may also be a supervisor if less than a preponderance of that employee’s time is spent performing supervisory activities, but the employee performs a preponderance of supervisory activities. *City of East Wenatchee*, Decision 11371; *King County*, Decision 12079 (PECB, 2014).

This agency places emphasis on whether a disputed position has independent authority to act in the interest of the employer and make meaningful employment changes in the employment relationship. *City of Lakewood*, Decision 12453 (PECB, 2015); *State – Office of Administrative Hearings*, Decision 11503 (PSRA, 2012). If a position merely executes the instructions of a higher-ranking employee when making meaningful change to the workplace, that employee has not exercised independent judgment. *Id.* (citing *City of Lynnwood*, Decision 8080-A (PECB, 2005), *aff'd*, Decision 8080-B (PECB, 2006)).

The distinguishing characteristic is that the authority does not rise to the level of conflict expressed in the statute that would require separating the employee out of the bargaining unit. *Rosalia School District*, Decision 11523 (PECB, 2012). In determining supervisory status, the agency considers the extent of authority of first-line supervisors to hire, terminate, suspend without pay, or to effectively recommend such actions as being the paramount criteria. *Okanogan County*, Decision 6142-A (PECB, 1998). An employee's exercise of authority to assign and direct work, grant time off, authorize overtime, issue oral or written reprimands, and evaluate and train subordinate employees may be insufficient when that individual does not have authority to hire, terminate, suspend without pay, or effectively recommend such actions. *Id.*

PERC distinguishes supervisors from employees who are "lead workers." Lead workers are not excluded from a subordinate bargaining unit. *City of Lynnwood*, Decision 8080-A. The lead worker may have limited discretionary authority in administrative matters or to direct subordinates in daily job assignments. However, the lead worker does not have independent authority to make meaningful changes in the employment relationship, which is the hallmark of supervisory status. *Id.*; *Grant County*, Decision 4501 (PECB, 1993).

The evolution of the agency's standard shows that not all employees who perform lower-level supervisory type duties would present a conflict of interest if they are in the same bargaining unit as the individuals whom they oversee. It is not simply the individuals who would be excluded under the test in Section 2(11) of the NLRA that must be separated from the rank-and-file bargaining unit. Rather, as the standard has evolved, with the Commission referencing the EERA,

it is an even higher level of employee who meets the preponderance of supervisory indicia that is *required* to be separated from the rank-and-file bargaining unit.

A determination under PERC's definition of supervisor does not negate or strip away any titular or other supervisory authority of that employee. Indeed, an employee may possess a lower level of supervisory authority than the statutory definition contemplates and still be deemed a "supervisor" by subordinates. The distinguishing characteristic is that the authority does not rise to the level of conflict expressed in the statute that would require separating the employee out of the bargaining unit. *Rosalia School District*, Decision 11523.

Severance

A labor organization may attempt to represent a portion of an existing bargaining unit represented by a different organization by "severing" that bargaining unit into two parts. *Cowlitz County*, Decision 12115 (PECB, 2014). To attempt a severance, the petitioning labor organization must have the support of at least 30 percent of the employees that would be included in the "severed" bargaining unit. *Id.* A petition to sever employees from an existing bargaining unit seeks to disrupt the status quo of the existing bargaining unit. To obtain severance, the petitioner must overcome the stability and maturity of relationships usually present in established bargaining units that lead to sound labor relations. To do so, the petitioner must establish that either (1) the petitioned-for employees no longer share a community of interest with the existing bargaining unit or (2) the incumbent bargaining representative has inadequately represented the petitioned-for employees. *State – Social and Health Services*, Decision 12542-B (PSRA, 2016).

Application of Standards

The WSG and employer assert the petitioned-for employees are supervisors within the meaning of WAC 391-35-340 which requires their severance from the existing bargaining unit.¹ Their

¹ Most matters dealing with removing supervisory employees come in the form of a unit clarification petition, under chapter 391-35 WAC. In this instance where another union seeks to sever or remove the supervisory employees from the bargaining unit, a representation petition, under chapter 391-25 WAC, is appropriate.

supervisory status under this rule would disrupt any community of interest with the rest of the bargaining unit. But severance is not appropriate because the Dispatch Supervisors are not supervisors within the meaning of WAC 391-35-340. There is no other evidence of any disruption to the Dispatch Supervisors' community of interest with the rest of the bargaining unit that justifies severance.

The Dispatch Supervisors do not have the level of authority that creates a conflict by being in the same bargaining unit as the Dispatchers. The employees do not perform a preponderance of supervisory duties and do not exercise the type of authority that requires exclusion from the bargaining unit. The Dispatch Supervisors do not perform duties considered to be the paramount criteria of a supervisor under WAC 391-35-340.

The Dispatch Supervisors do not have the authority to hire, terminate, suspend an employee without pay, or issue a written reprimand. That authority resides with the Chief of Police or Deputy Director. Nor can it be said that the Dispatch Supervisors effectively make those recommendations. There have been no instances regarding discipline. With respect to hiring, a Dispatch Supervisor is selected by the Deputy Director to interview candidates with the hiring Lieutenant and the Deputy Director. The Dispatch Supervisor is able to make a recommendation to the Deputy Director regarding the candidates, but it is the Deputy Director who makes the final recommendation to the hiring authority – the Chief of Police. Accordingly, it cannot be said that the Dispatch Supervisors have the authority to effectively recommend a hiring decision.

The Dispatch Supervisors provide coaching and counseling and are authorized to issue a verbal warning. At the time of the hearing, none of the current Dispatch Supervisors had issued a verbal warning. A Dispatch Supervisor that is assigned as a Floor Supervisor is responsible for staffing a "Tactical Team." Being assigned to staff the Tactical Teams does not include any additional compensation. Due to staff shortages, most staff are already working substantial amounts of voluntary and involuntary overtime making any Tactical Team overtime opportunities of limited appeal to Dispatchers.

Floor Supervisors are responsible for staff scheduling for the shift that they are assigned. But that authority is explicitly governed by the collective bargaining agreement, applicable memoranda of understanding, and the minimum staffing standard set by the Deputy Director. That authority is also affected by the current staffing shortage. So, this authority is mostly utilized in determining whether additional employees are required. The Deputy Director testified that in a circumstance when an employee was unexpectedly absent such as calling out sick and there are no employees available for mandatory overtime, the Floor Supervisor may decide to work short staffed for that shift without first seeking permission. Similarly, if there is a temporary need for additional staff, such as a large incident, the supervisor has the authority to hold over staff or call-in additional staff.

The Dispatch Supervisors do not have any authority to grant employees vacation leave. The process for Dispatcher vacation leave usage, like similar 24/7 operations, is an annual vacation bid process based on seniority. A Dispatcher may also use unbid vacation time unless this would create an undue hardship, but the definition of an undue hardship is specifically articulated in Article 11.9 of the CBA. If an undue hardship does exist, the CBA allows only the Deputy Director to grant an exception and grant the unbid vacation request. An employee's exercise of authority to assign and direct work, grant time off, authorize overtime, issue oral or written reprimands, and evaluate and train subordinate employees may be insufficient when that individual does not have authority to hire, terminate, suspend without pay, or effectively recommend such actions. *Okanogan County*, Decision 6142-A. The Dispatch Supervisors do not have this authority at What-Comm 911, the Deputy Director does.

Most of the Dispatch Supervisors are not currently spending a preponderance of their time performing any supervisory duties. The Floor Supervisors are currently performing dispatch duties, bargaining unit work, 80 percent of the time due to staffing shortages. The employer contends that this is temporary and will ease as new Dispatchers are hired. Yet the employer does not know when the staffing crisis will end and could not speculate if or when the Floor Supervisors would begin spending less time performing dispatch duties. This type of open-ended speculation

does not overcome the evidence of the actual duties being performed. *Ronald Wastewater District*, Decision 9874-C (PECB, 2009).

The Training Supervisor is slightly different from the Floor Supervisors. The Training Supervisor supervises trainees in Dispatcher-In-Training and Dispatcher 1 positions. The Training Supervisor can decide when those trainees complete their probation and are ready to take on full dispatcher duties. The Training Supervisor can recommend that the trainees' probationary period be extended.

The Training Supervisor also has the authority to select a Dispatcher for the CTO roles as well as the authority to remove a Dispatcher from the CTO role. Dispatchers selected for the CTO role receive a six percent assignment pay increase for that role. This is the only adjustment to employee pay outside of overtime assignments that a Dispatch Supervisor may make.² The Training Supervisor is only performing dispatcher duties approximately 10 percent of the time.

The petitioners and employer may argue that the Training Supervisor's role in selecting the CTO's as well as determining whether trainees have completed their probation is similar to the position at issue in the *City of Lakewood*. In that case, the at-issue position was deemed to be a supervisor, in part, because the position held the authority to either shorten or extend the period of time an employee would reach its next periodic salary increase. *City of Lakewood*, Decision 12453. It is not necessary to further analyze whether the Training Supervisor's duties rise to the level of a supervisor within WAC 391-35-340. Even if the Training Supervisor was deemed to be a supervisor under WAC 391-35-340, the petition still must be dismissed because only one position would be a supervisor leaving an inappropriate bargaining unit configuration – a bargaining unit of one. WAC 391-35-330.

²

A Dispatcher may be granted "Master Dispatcher" status, which includes additional compensation, but the standard for this status is outlined in the CBA and is not awarded or ended by a supervisor.

Accordingly, the Dispatch Supervisors do not perform the preponderance of supervisor duties, nor do they spend the preponderance of their time performing supervisory duties.

CONCLUSION

Severance is not appropriate because the petitioned-for employees are not supervisors with an impermissible conflict of interest with the existing bargaining unit. Because the petitioned-for employees are not supervisors the petition is dismissed.

FINDINGS OF FACT

1. The City of Bellingham is a public employer within the meaning of RCW 41.56.030 (13).
2. The What-Comm Dispatchers Guild is a bargaining representative within the meaning of RCW 41.56.030(2).
3. The What-Comm Supervisory Guild is a bargaining representative within the meaning of RCW 41.56.030(2).
4. The What-Comm Dispatchers Guild represents a bargaining unit of nonsupervisory dispatchers in the employer's workforce that includes employees in the Dispatcher and Dispatch Supervisor job classes. The employer and What-Comm Dispatchers Guild are parties to a collective bargaining agreement that expires on December 31, 2023.
5. On November 1, 2022, the What-Comm Supervisory Guild filed a petition to sever the Dispatch Supervisors from the bargaining unit described in finding of fact 4.
6. Deputy Director Alysnn Everbeck oversees What-Comm 911. Everbeck reports to Deputy Police Chief David Crass. All What-Comm 911 employees, including the Deputy Director, work from the dispatch building while Crass works from the Police Department.

7. What-Comm 911 is funded for 25 Dispatcher and 5 Dispatch Supervisor positions. What-Comm 911 employs approximately 17 Dispatchers, 5 Trainee Dispatchers, and 4 Dispatch Supervisors.
8. In 2016, the employer created the Dispatch Supervisor job class and reclassified existing dispatch positions and dispatchers to staff the new classification. The employer engaged in bargaining with WDG at the time the classification was created, and their agreements were memorialized in a Memorandum of Understanding (MOU). During those discussions, the employer expressed concerns about potential conflicts of interest between the supervisory and nonsupervisory dispatchers. The parties ultimately agreed that the Dispatch Supervisors would exist within the WDG's nonsupervisory bargaining unit.
9. Three of the Dispatch Supervisor positions are designated as Floor Supervisors and the fourth is designated as a Training Supervisor. The Training Supervisor role generally rotates between the Dispatch Supervisors and each supervisor fills that role for approximately three years. Three of the Dispatch Supervisor positions are designated as Floor Supervisors and the fourth is designated as a Training Supervisor. The Training Supervisor's role generally rotates between the Dispatch Supervisors and each supervisor fills that role for approximately three years.
10. The Floor Supervisors work on the dispatch center floor and supervise call taking and dispatching, respond to any internal or external complaints, and arrange for additional or reduced staffing as needed based on employee absences, minimum staffing, and call volume in accordance with department policies and the collective bargaining agreement. A Floor Supervisor is tasked with staffing and coordinating a "Tactical Team" of dispatchers who may be assigned special duties in coordination with law enforcement actions. This team does not receive any additional compensation for membership but may be eligible for additional overtime assignments.
11. The Floor Supervisors currently perform dispatch duties approximately 80 percent of the time due to staffing shortages. The employer does not know when the staffing crisis will

end and could not speculate if or when Dispatch Supervisors would begin spending less time performing dispatch duties.

12. Both Floor Supervisors and the Training Supervisor are responsible for employee performance evaluations. The Dispatch Supervisors meet with the Deputy Director annually to divide staff members between the Dispatch Supervisors for evaluation. This division is made in a way to ensure the Dispatch Supervisors are assigned the same work shift as the Dispatchers they oversee. If a Dispatcher changes to a different shift a new Dispatch Supervisor may be assigned based on the change's timing in the evaluation cycle. The Dispatch Supervisors provide coaching and counseling to Dispatchers and are authorized to unilaterally issue a verbal reprimand to an employee, but any other discipline must be approved by the Deputy Director. The Dispatch Supervisors do not process any grievances that may arise from disciplinary actions.
13. Everbeck testified that the Deputy Director is responsible for the hiring and firing at What-Comm 911 and makes the final recommendation to the Chief of Police, who is the actual hiring authority for What-Comm 911. The hiring Lieutenant, Deputy Director, and one Dispatch Supervisor interview the candidates. As part of that process, the Dispatch Supervisor makes a recommendation to the Deputy Director, who makes a final recommendation to the Chief of Police. The record demonstrates that the Dispatch Supervisors' recommendations have matched the Deputy Director's recommendation. Everbeck testified that in one instance when she was a Dispatch Supervisor, the Deputy Director chose a candidate not recommended by Everbeck.
14. The duties of the Training Supervisor differ from the Floor Supervisors. The Floor Supervisors supervise the Dispatcher 2 positions, where the Training Supervisor supervises the trainees – the Dispatcher-In-Training and Dispatcher 1 positions. The Training Supervisor is responsible for training new Dispatchers and ensuring they meet established benchmarks as they learn their new job. The Training Supervisor may shorten and recommend the extension of a new employee's probationary training time based on the established benchmarks.

15. The Training Supervisor independently selects certain Dispatchers to serve as Communications Training Officers (CTO). The Training Supervisor also has the authority to remove a Dispatcher from the CTO role but has yet to exercise the authority. The Training Supervisor assigns certain CTOs to work with newly hired employees who teach the new employee different elements of the Dispatcher job. The Training Supervisor developed the training regimen in consultation with both the Deputy Director and the Dispatchers who are selected as a CTO to receive an additional compensation of six percent.
16. The Training Supervisor's regular schedule is Monday through Friday, from 8:00 a.m. to 4:00 p.m. The Training Supervisor has a separate office and does not participate in the supervisor annual vacation bid process. The Training Supervisor currently spends approximately 10 percent of the time performing dispatch duties.

CONCLUSIONS OF LAW

1. The Public Employment Relations Commission has jurisdiction in this matter pursuant to chapter 41.56 RCW and chapter 391-35 WAC.
2. Based on findings of fact 6 through 16, the Dispatch Supervisors are not supervisory employees within the meaning of WAC 931-35-340.
3. Based upon findings of fact 6 through 16, severing the Dispatch Supervisors from the bargaining unit described in finding of fact 4 would be inappropriate because those employees maintain a community of interest with that bargaining unit.

ORDER

1. The representation petition filed by the What-Comm Supervisory Guild is DISMISSED.

ISSUED at Olympia, Washington, this 11th day of October, 2023.

PUBLIC EMPLOYMENT RELATIONS COMMISSION



MICHAEL P. SELLARS, Executive Director

This order will be the final order of the agency unless a notice of appeal is filed with the Commission under WAC 391-25-660.



RECORD OF SERVICE

ISSUED ON 10/11/2023

DECISION 13727 - PECB has been served by mail and electronically by the Public Employment Relations Commission to the parties and their representatives listed below.

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CASE 136006-E-22

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