



CONSENT CALENDAR
July 8, 2025

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

Submitted by: Janelle Rodrigues, Director of Human Resources

Subject: Amend SEIU-MC Section 32 *Probationary Period* for Public Safety Dispatcher I and Public Safety Dispatcher II

RECOMMENDATION

Adopt a resolution amending the Service Employees International Union (SEIU) Local 1021, Maintenance and Clerical (“Union”) Memorandum of Understanding (“MOU”) Section 32 *Probationary Period* for Public Safety Dispatcher I (“PSD I”) and Public Safety Dispatcher II (“PSD II”).

FISCAL IMPACTS OF RECOMMENDATION

There will be no direct fiscal impact as a result of this change.

CURRENT SITUATION AND ITS EFFECTS

At its June 2, 2025, meeting, the Personnel Board approved revisions to the Public Safety Dispatcher I and Public Safety Dispatcher II job class specifications that clarified the different functions of each classification.

Public Safety Dispatcher I: Changes include focusing its primary duties to reflect Call Taking and Records Management; removing its designation as a “trainee” classification; and making it a stand-alone career classification with a probationary period based solely upon completing the Call Taking and Records Management training and successfully demonstrating competency in those areas.

Public Safety Dispatcher II: Changes include clarifying the scope of duties to include the duties of Police Dispatch and Fire Dispatch, as well as all duties of Public Safety Dispatcher I (Call Taking and Records Management).

Although the “trainee” designation is being removed, Public Safety Dispatcher I employees will still have the opportunity to take the remaining training components, “Police Dispatch” and “Fire Dispatch” in order to qualify for the promotional opportunity to become a Public Safety Dispatcher II.

Due to this delineation between the classifications, and the change in the scope and time for training, the City and Union have agreed to amend the current language of the MOU to reduce the probationary period to 12 months each (reduced from 15 months each), subject to authorization by City Council. This amendment will align the probationary period with neighboring municipalities and clarify existing language to separately delineate the probationary periods for the two classifications.

Amend SEIU-MC Section 32 *Probationary Period*
for Public Safety Dispatcher I and Public Safety Dispatcher II

CONSENT CALENDAR
July 8, 2025

BACKGROUND

Currently, the classification of Public Safety Dispatcher I has been used as a training position for entry-level employees to promote into the journey-level Public Safety Dispatcher II. New Public Safety Dispatcher I employees need to successfully complete all four training components (Call Taking, Records Management, Police Dispatch, and Fire Dispatch) within 15 months in order to successfully complete probation. Many employees were able to successfully complete the first two training components (Call Taking and Records Management) but faced challenges completing the last two components (Police Dispatch and Fire Dispatch). This resulted in a large number of probationary releases, a high vacancy rate, and mandatory overtime, while the City continually seeks to onboard new dispatchers through running continuous recruitments, continuous screening, bi-monthly testing, and rigorous onboarding and training.

To address the dispatch crisis, a team consisting of Police, Fire, Human Resources, and the City Manager's Office has been assembled. One of the first ideas to diffuse the crisis was to separate call taking and records management as stand-alone functions. This led to delineating the PSD I and PSD II functions, with the PSD I classification acting as first-line triage to field non-Police and non-Fire dispatch calls, which will provide relief and allow PSD II employees to focus on Police and Fire dispatching.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

There are no identifiable environmental effects or opportunities associated with the subject of this report.

RATIONALE FOR RECOMMENDATION

The City seeks to amend the Service Employees International Union (SEIU) Local 1021, Maintenance and Clerical ("Union") Memorandum of Understanding ("MOU") Section 32 Probationary Period for Public Safety Dispatcher I and II to align with current staffing model, align with neighboring municipalities, and clarify existing MOU language.

ALTERNATIVE ACTIONS CONSIDERED

None.

CONTACT PERSON

Janelle Rodrigues, Director of Human Resources, (510) 981-6807.

ATTACHMENTS

1. Resolution
Exhibit A: Side Letter

RESOLUTION NO. ##,###-N.S.

AMEND SEIU-MC SECTION 32 *PROBATIONARY PERIOD*
FOR PUBLIC SAFETY DISPATCHER I AND PUBLIC SAFETY DISPATCHER II

WHEREAS, the Service Employees International Union (“SEIU”) Local 1021, Maintenance and Clerical (“Union”) Memorandum of Understanding (“MOU”) Section 32 *Probationary Period* for Public Safety Dispatcher I and Public Safety Dispatcher II outlines a probationary period of 15 months for each classification; and

WHEREAS, at its June 2, 2025, meeting, the Personnel Board considered proposed revisions to the Public Safety Dispatcher I and Public Safety Dispatcher II job class specifications that clarified the different functions of each classification, and approved them by unanimous vote; and

WHEREAS, these changes included revising the Public Safety Dispatcher I classification to remove its designation as a “trainee” classification, change its primary duties to reflect “call taking” and “records management; make it a stand-alone career classification with a probationary period based solely upon completing the “call taking” and “records management” training and successfully demonstrating competency as a solo call taker; and

WHEREAS, due to this delineation, the City and Union have entered into a side letter agreement to amend the current language of the MOU to reduce the probationary period to 12 months each (reduced from 15 months each), which will align the probationary period with neighboring municipalities, and clarify existing language to separately probationary period for each of the two classifications.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the Public Safety Dispatcher I and Public Safety II Dispatcher classifications shall each serve a probationary period of 12 months; and

BE IT FURTHER RESOLVED that Section 32 *Probationary Period* be revised to reflect that the Public Safety Dispatcher I and Public Safety II Dispatcher classifications shall each serve a probationary period of 12 months.

**SIDE LETTER AGREEMENT
BETWEEN THE CITY OF BERKELEY AND
SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 1021,
MAINTENANCE AND CLERICAL**

The parties to this Side Letter Agreement are the City of Berkeley (the "City") and Service Employees International Union (SEIU) Local 1021, Maintenance and Clerical (the "Union"), regarding the agreement as follows:

SECTION 32: PROBATIONARY PERIOD

32.1 Length

Original and promotional appointments from employment lists shall be tentative and subject to a probationary period of six (6) months (and a minimum of 1,040 hours) actual work exclusive of all leave and light duty and shall be completed within a one (1) year period. However, time spent on workers' compensation leave or on modified duty as a result of an industrial injury shall not be considered as actual service and shall not be included as time served toward completion of the probationary period. In recognition of the safety and training requirements of several non-sworn paraprofessional classifications in the Police Department, the probationary period for those classifications is as follows:

32.1.1 For the classification of Community Service Officer, the probationary period shall be nine (9) months (and a minimum of 1,560 hours).

32.1.2 Employees who are hired in either ~~The probationary period for the classification of Public Safety Dispatcher I and Public Safety Dispatcher II shall each be twelve (12) months (and a minimum of 2080 hours actual work). As a result, upon promotion into the classification of~~ ~~the classification of Public Safety Dispatcher I or Public Safety Dispatcher II, employees shall serve a new probationary period of twelve (12) months, fifteen (15) months~~ (and a minimum of ~~2,600~~2080 hours actual work).

32.1.3 The hours counted for Community Service Officer probation will be for actual service exclusive of all leave and light duty completed within eighteen (18) months.

32.1.4 The hours counted for Public Safety Dispatcher I and Public Safety Dispatcher II probation will be for actual service exclusive of all leave and light duty completed within twenty-four (24) months.

32.1.1 For the classification of Community Service Officer, the probationary period shall be nine (9) months (and a minimum of 1,560 hours).

Probationary employees who are granted military leaves of absence shall complete the balance of their probationary period within a period of six (6) months following their return to City service. No provision of this Section shall be interpreted to preclude the City from establishing new classifications which may require a probationary period of more than six (6) months.

The Union and City agree that, notwithstanding the probationary periods listed above, the probation periods for current Public Safety Dispatcher II employees **Kathleen Senter (17076) Christina Freund (17200), and Anjelia Maloney (17394)** will end upon the adoption or ratification of this Agreement by the City Council of the City of Berkeley, even if they have not yet reached the end of their probationary period for that classification. This is non-precedent setting.

All other Public Safety Dispatcher I and II employees will serve the new probation periods as outlined above.

This Agreement does not establish a precedent, nor does it interpret any employee rights under the language of the Labor Agreements, the Personnel Rules and Regulations, or any applicable policies and procedures of the City of Berkeley, except as expressly stated herein.

This Agreement memorializes and constitutes the entire understanding between the parties as to all matters referred to or included herein and supersedes and replaces all prior negotiations, proposed discussion, whether written or oral.

WHEREFORE, the parties, by and through their authorized agents and representatives, hereby agree to the terms of this Side Letter Agreement, contingent upon the adoption or ratification of this Agreement by the City Council of the City of Berkeley.