



MEMORANDUM OF UNDERSTANDING

Between

City Of Bellingham

and

IAFF Local 106 and 106S

Proclamation 21-14.1: Mandatory COVID-19 Vaccination

- I. **PURPOSE:** The purpose of the agreement is to satisfy the Local's request to bargain the impacts of the vaccine mandate created by Governor Jay Inslee's proclamation 21-14.1. The parties understand that since Proclamation 21-14.1, President Biden and Mayor Fleetwood have made similar COVID-19 mandates. The parties agree that this MOU satisfies both the Biden and Fleetwood mandates as well as any future mandates concerning COVID-19 initial vaccine regimens that come from other government entities that are legally able to do so. It is also understood this agreement is restricted to the COVID-19 virus and current vaccine regimen for COVID-19. It is understood this agreement does not cover any further booster shot requirements or additional future virus or vaccines. Both parties agree that any future vaccine mandates or COVID-19 booster shot requirements will constitute a change in current working conditions, the impacts of which would need to be bargained.
- II. **SCOPE:** This MOU applies to members of both IAFF Local 106 and IAFF Local 106S bargaining units.
- III. **AGREEMENT:**

WHEREAS, the governor of Washington State on August 20, 2021, signed proclamation 21-14.1 (the proclamation); and

WHEREAS, the proclamation prohibits, "Any Health Care Provider from failing to be fully vaccinated against COVID-19 after October 18, 2021"; and

WHEREAS, the proclamation mandates that, "Firefighters...whenever licensed by the state as an EMT or paramedic, or whenever performing medical functions in their official course of duty..." to be fully vaccinated by October 18, 2021; and

WHEREAS, Local 106 requested to bargain the impacts of the proclamation; and

WHEREAS, the City of Bellingham and the Local met to bargain the impacts of the proclamation; and

NOW, THEREFORE, the parties agree to the following:

1. Paid Leave

All employees who have turned in their completed vaccine documentation or provide proof of their initial vaccination by October 18, 2021, will receive a one-time increase of 8 hours of compensatory time into their compensatory time bank. These additional hours will be deposited by December 25, 2021.

Employees who are required to isolate or quarantine due to a work-related exposure will be granted administrative time off in lieu of using accrued sick leave. Employees suffering from side-effects after receiving the vaccination will be allowed up to 24 hours of admin leave to deal with those side effects. This applies to anyone receiving a shot after the ratification of this agreement.

2. Exemption Requests and Accommodations

Consistent with Proclamation 21-14.1 as written or amended in the future, employees (including probationary employees) with medical or religious reasons why they cannot obtain the COVID-19 vaccine may request a reasonable accommodation. The City will evaluate requests for reasonable accommodations on a case by case basis. After reviewing and processing requests, the City will notify the employee in writing if an accommodation has been granted or denied. Such employees must comply with the accommodation requirements identified by the City. The requirements of an approved accommodation may be altered by BFD and the City in the future based on federal, state, county or local health department guidelines.

If an employee has initiated their exemption request by September 24, 2021, and cooperates with the process, and the exemption is still being reviewed on October 18, 2021, the employee will suffer no loss in pay until the exemption decision is provided.

If the exemption request was initiated by the deadline above, and is denied or an accommodation is not available, the employee may use a combination of accrued vacation, comp time, and leave without pay for up to 45 days to become fully vaccinated. The 45 days will start from the time the denial was issued or the day this agreement is ratified whichever is later.

In the event the employee needs the 45-day extension, they shall provide proof of first shot within 10 days. If an employee fails to provide proof within 10 days or does not provide proof of being fully vaccinated within the 45 days, the employee will be subject to a non-disciplinary separation.

Employees using accrued vacation time can either cancel existing vacation remaining in 2021 or have their following years vacation bid reduced by the number of vacation shifts used.

If an employee has a delay in obtaining a doctor's appointment, they can initiate the medical exemption request by submitting the proper form to HR with a note outlining the appointment date with their doctor. If the delay goes beyond October 18, 2021 the employee may use a combination of accrued vacation, comp-time, or leave without pay until their full paperwork is turned into HR.

3. Retirement Option

If an employee is not fully vaccinated by October 18, 2021, and has officially submitted retirement paperwork to DRS, the employee may use accrued vacation and comp time until their retirement date. This provision expires on December 31, 2021.

4. Resignation and Reinstatement Option

Employees may resign and, upon their request, be placed on a 2-year reinstatement register at the time of resignation. Employees who choose this resignation option and sign a separation agreement will be allowed to use their accrued vacation time, comp-time, and sick leave to extend their employment through December 31, 2021. Employees would be required to use all accrued vacation and comp-time before using any accrued sick leave. Among other releases that may be included in the separation agreement, the Union agrees that it will release all actual or potential claims against the City.

Employees must indicate their intention for resignation in writing no later than October 12, 2021, at 5pm. Resignation must be effective no later than December 31, 2021.

Any employee choosing to resign will be removed from any current promotional registers per Civil Service rule 9.11.

The city agrees not to protest any claims for unemployment.

Placement on reinstatement register

Reinstatement register will be ranked by department seniority, regardless of rank or position.

The employee is responsible to provide and maintain an e-mail the city will use to contact them should a vacancy occur.

Hire from reinstatement register

When a vacancy occurs, the department will contact members on the reinstatement register, via the employee provided e-mail, to determine interest. The city will also notify Local leadership via email.

The email will indicate a deadline by which they will need to respond. A lack of response will be considered as declining the opportunity.

The department shall hire from the reinstatement register, if there are interested parties, prior to hiring from existing entry level or lateral hire registers. Interested parties will be required to meet any current vaccine requirements in place at that time.

Rehiring from the reinstatement register will occur as openings occur and shall not be subject to the academy schedule.

Employees wishing to return will be rehired based on their position on the reinstatement register.

Returning to active status

General considerations

Rehired employees may be required to participate in a retraining period. This may include up to two weeks of day shift training and one month of 4th person training on an engine company.

Rehired employees will be required to provide an updated fit for duty physical if their absence results in an expired department fit for duty exam as detailed in department policy. The department will cover costs related to the exam but will not cover the time spent to get the exam.

Rehired employees will need to submit an updated driving abstract and pass an appropriate background check.

Rehired employees will be placed in the appropriate grade for the position they are filling, with step placement based on overall seniority.

Rehired employees will receive starting sick and vacation leave banks as outlined in Article 35, Experienced Firefighters. Accrual rates for vacation will be based upon the rehired employees actual and total years of service to the City.

Employees will be responsible for making up any required Paramedic CE, or EMT OTEP requirements on their own time and at their own expense.

Paramedic considerations

Rehired paramedics will receive the engine medic premium until they complete all needed paramedic training. Once all paramedic training is updated, they will receive the normal paramedic premium.

Rehired paramedics will adhere to existing program policies regarding returning from an absence.

Captain considerations

Rehired employees who return at a lower grade than they held upon resignation, and upon a vacancy occurring in the higher grade, will be offered a single opportunity to return to the higher grade prior to that vacancy being filled by the normal promotional process.

If the employee accepts the position, the rehired employee will be placed into the higher grade based on actual time in grade, returning to the same grade and step they held at the time of resignation.

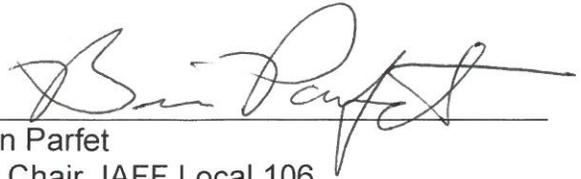
If multiple employees are eligible for promotion, they will be promoted based on their previous time in grade.

If the employee declines the position, the employee will remain in the lower grade.

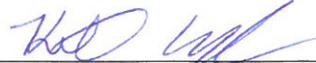
5. **Conditions of Employment**

If an employee has not initiated an exemption request by the September 24, 2021, deadline, or submitted a resignation request by October 12, 2021, deadline, or submitted DRS paperwork for retirement, or fails to provide proof of vaccination by October 18, 2021, the employee will be subject to non-disciplinary separation.

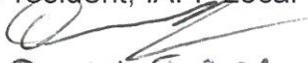
DATED this 7th day of October, 2021 for IAFF Local 106:



Brian Parfet
Unit Chair, IAFF Local 106



Kenneth Cunningham
President, IAFF Local 106

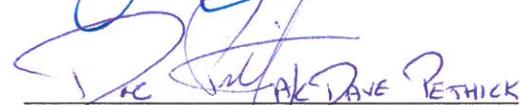

Daniel Jensen

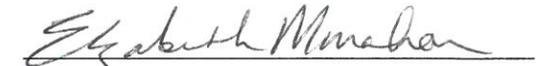
DATED this 8 day of October, 2021 for the CITY OF BELLINGHAM:



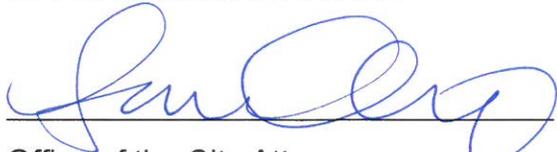
Mayor

ATTEST:


Finance Director

Fire Chief *FOR BILL HEWETT*


Human Resources Director

APPROVED AS TO FORM:


Office of the City Attorney