



MEMORANDUM OF UNDERSTANDING

Between

City Of Bellingham

and

AFSCME Local 114F

City of Bellingham Executive Order 2021-02: 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 City of Bellingham Executive Order 2021-02. The parties understand that President Biden and Governor Jay Inslee have made similar COVID-19 mandates. The parties agree that this MOU satisfies both the Biden and City 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 the AFSCME Local 114F bargaining unit.
- III. **AGREEMENT:**

WHEREAS, the mayor of The City of Bellingham on September 21, 2021, signed Executive Order 2021-02; and

WHEREAS, the proclamation mandates, "All City employees are required to be fully vaccinated against the COVID-19 virus as a condition of employment no later than December 3, 2021"; and

WHEREAS, the proclamation mandates that, "City employees, volunteers and employees of Contractors shall provide proof of full vaccination against COVID-19 to the Human Resources Department no later than close of business on November 19, 2021; and

WHEREAS, AFSCME Local 114F requested to bargain the impacts of the proclamation; and

WHEREAS, the City of Bellingham and the AFSCME Local 114F 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 vaccination by November 19, 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 no later than the February 10th paycheck in 2022.

Acceptable vaccinations include the two doses of Moderna, two doses of Pfizer, or the single dose of Johnson and Johnson. If the CDC approves any additional vaccines or a mix of vaccines prior to the deadline the parties agree to meet to discuss alternatives.

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. Requests for Reasonable Accommodations

Consistent with Executive Order 2021-02 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, local health department guidelines, an increase in cost to the City of the accommodation or an increase of risk to the public or fellow employees in disease transmission and/or severity.

If an employee has initiated their reasonable accommodation request by close of business October 15, and cooperates with the process, and the accommodation request is still being reviewed on December 3, 2021, the employee will suffer no loss in pay until the accommodation decision is provided.

If the accommodation 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 cancel existing vacation remaining in 2021.

If an employee has a delay in obtaining a doctor's appointment, they can initiate the medical accommodation request by submitting the proper form to HR with a note outlining the appointment date with their doctor. If the delay goes beyond December 3, 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 December 3, 2021, and has officially submitted retirement paperwork to DRS, the employee may use accrued vacation and comp time until their retirement date. The employee's retirement date can be no later than February 28, 2022.

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 February 28, 2022. 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 November 24, 2021, at 5pm. Resignation must be effective no later than February 28, 2022.

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

To the extent allowed by law, 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.

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 one month of training on any regular shift deemed most appropriate by the Department Head at the time of rehire.

Rehired employees will be required to meet all fit for duty standards of the class specification at the time of rehire.

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 banks as outlined in Article 17 for Experienced Public Safety Dispatchers. Accrual rates for vacation will be based upon the rehired employees actual and total years of service to the City.

Supervisor 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 a reasonable accommodation request by the October 15, 2021, deadline, or submitted a resignation request by November 24, 2021, deadline, or submitted DRS paperwork for retirement, or fails to provide proof of vaccination by December 3, 2021, the employee will be subject to non-disciplinary separation.

DATED this 26th day of October, 2021 for **AFSCME Local 114F**:



Douglas Chronister
President, AFSCME Local 114F



Joe Downes, Staff Representative,
Council 2


DATED this 12 day of November, 2021 for the CITY OF BELLINGHAM:



Mayor

ATTEST: 

Finance Director




Human Resources Director



Fire Chief

APPROVED AS TO FORM:



Office of the City Attorney