



MEMORANDUM OF UNDERSTANDING

Between

City Of Bellingham

And The Guild of Pacific Northwest Employees, Local 1937

2021 Vaccine Mandate - Proclamation 21-14.1

- 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 agree that the provisions of this agreement will satisfy any needs to bargain any similar future COVID-19 vaccine mandates whether enacted by the mayor and/or Council, the state, the federal government, or the local health department.

- II. **SCOPE:** This agreement covers Fleet and Radio Communications staff who work on emergency medical services vehicles and are covered under Governor Jay Inslee's proclamation 21-14.1.

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, in September 2021 the Department of Health stated, "licensed EMS aid and ambulance service units that are primarily used for providing health care services are health care settings, and the individuals who work in and on those units are considered health care providers under proclamation 21-14.1"; and

WHEREAS, Local 1937 requested to bargain the impacts of the proclamation; and

WHEREAS, the City of Bellingham and Local 1937 met to bargain the impacts of the proclamation;

NOW, THEREFORE, the parties agree that:


- In lieu of time worked to accommodate getting vaccinated, all employees in union-eligible positions will receive 8 hours of paid leave after providing proof of vaccination, per the proclamation. These 8 hours of leave will be

treated as a Floating Holiday, per Article 13.3. (i.e. These hours will not be paid out upon retirement or termination of employment.) All 8 hours of leave must be taken by December 31, 2022.

- If after October 18, 2021, the city has not provided a response to an employee's timely medical or religious accommodation request (i.e., received by October 15, 2021), the city will provide paid administrative leave until a response to the accommodation request is provided.
- If an employee has decided to initiate vaccination but will not be fully vaccinated until after October 18, 2021, the employee may use a combination of accrued vacation, comp time, and/or leave without pay for any scheduled shifts after October 18, 2021, until the employee becomes fully vaccinated, as required. In order to qualify for this option, the employee must provide proof that they have initiated vaccination (i.e., have obtained the first shot of Moderna/Pfizer or have received the one-dose J&J) by end of business day on November 1, 2021.
- Employee and visitor masking will be required per the Governor's directive, which will be informed by DOH, L&I, and CDC as well as federal, state, and/or local guidelines. Masking and other health precautions may evolve in response to the conditions of the COVID-19 pandemic. Employees should continue to self-monitor for symptoms and should not work on-site if experiencing possible COVID-19 symptoms.
- Any emergency contracting due to short staffing as a result of this mandate will supplement and not supplant bargaining unit positions. Extensions to contracted temporary assignments may be required as deemed necessary by the City up to a total of one year.
- Employees who are terminated for not complying with the proclamation shall be released from employment as a non-disciplinary separation.
- To the extent allowable by law, the city will not contest unemployment claims made by employees who are separated due to not complying with the proclamation.
- Employees who are terminated for not complying with the emergency order may request placement on a supplemental register for the class or position last held by the employee. The request must be made within five working days of the employee's last day of employment. The employee will remain on the supplemental register for up to two years from the employee's last day of employment. If a vacancy occurs in the class or position identified by the employee at the time of separation, the supplemental register will be referred to the hiring department for consideration.

- Any conflicts pertaining to the administration of this MOU will be resolved through the grievance process outlined in Article 18. However, in accordance with Article 19.2, disputes pertaining to discrimination that allege a violation of State or Federal law are matters not subject to resolution through the grievance procedure.
- Requests for exemptions/accommodations will be fully considered and granted or denied by a team of City officials comprised of Human Resource Department employees, the City Attorney's Office and, when necessary, limited staff from the requesting employee's Department. As part of the accommodation process, safety concerns for the employee, the employee's co-workers, and the public will be considered.
- Consideration of an unforeseen circumstance in not making a deadline will be reviewed on a case-by-case basis.
- Employees may continue to use Sick Leave banks for vaccine appointments.
- It is understood that 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.

EXECUTED, this 15th day of Oct, 2021 for **Local 1937**:



President

DATED this 21st day of October, 2021 for the **CITY OF BELLINGHAM**:

10/21/21


Mayor

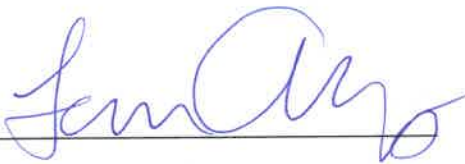
ATTEST: 

Finance Director



Human Resources Director

APPROVED AS TO FORM:



Office of the City Attorney