



MEMORANDUM OF UNDERSTANDING

Between

City Of Bellingham

And Teamsters Union, Local No. 231

2021 Vaccine Mandate – Mayor Seth Fleetwood’s Emergency Order 2021-02

- I. **PURPOSE:** The purpose of the agreement is to satisfy the Local’s request to bargain the impacts of the vaccine mandate created by Mayor Seth Fleetwood’s Emergency Order 2021-02. 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 members of the Teamsters 231 bargaining unit.
- III. **AGREEMENT:**

WHEREAS, Mayor Seth Fleetwood declared in Emergency Order 2021-02 that 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;

WHEREAS, Teamsters 231 requested to bargain the impacts of the emergency order;

WHEREAS, the City of Bellingham and Teamsters 231 met to bargain the impacts of the emergency order;

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 Mayor’s emergency order. Employees may access these 8 hours from their Contract Leave Bank beginning January 1, 2022. All 8 hours in the Contract Leave Bank can be used in any increment of time through December 31, 2022. Any remaining hours will be forfeited. (Employees hired after December 3, 2021 must be vaccinated as a condition of employment and therefore are not eligible for the 8 hours of paid leave.)

- In following current City practice, if Human Resources determines an employee had direct contact with a positive COVID-19 case in the course of their work duties, the employee will be granted administrative leave if Human Resources directs the employee to stay home from work.
- On September 21, 2021, Mayor Fleetwood notified all city employees via an ALLCOB email of his emergency order that made obtaining a COVID-19 vaccine a condition of City employment. The timeline outlined by Mayor Fleetwood's order stated employees seeking reasonable accommodations for legitimate medical reasons or sincerely held religious beliefs should apply for an accommodation no later than the close of business on October 15, 2021.
- If after November 22, 2021, the City has not provided a response to an employee's timely medical or religious accommodation request (i.e., received by November 15, 2021), resulting in a delay such that the employee cannot be fully vaccinated by December 3, 2021, the City will provide paid admin leave commensurate with the length of delay.
 - (E.g., if the city does not provide a response until November 24, 2021, if necessary, the city will provide two days of paid admin leave to the employee after December 3, 2021.)
- If an employee has decided to initiate vaccination but will not be fully vaccinated until after December 3, 2021, the employee may use their own leave banks (vacation or comp time or leave without pay) for any scheduled shifts after December 3, 2021 in lieu of separation. In order to qualify for continued use of leave, the employee must provide proof of the first vaccine shot within 10 working days of December 3, 2021, i.e., by end of business day, December 17, 2021.
- Employee and visitor masking will be required per mayoral 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 1-year.
- Employees who are terminated for not complying with the emergency order shall be released 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 emergency order. Unemployment benefits are determined by the Employment Security Department of Washington State not by the City of Bellingham.
- Employees who voluntarily give resignation notice before November 19, 2021 or are terminated for not complying with the emergency order may request placement on a Re-employment Pool list for the 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 Re-employment Pool for up to two years from the employee's last day of employment. If a vacancy occurs in the position identified by the employee at the time of separation, the Re-employment list will be referred to the hiring department for consideration.
- Per Article 16.9, upon separation or retirement, payment of vacation balance shall be paid in full. Per Article 9.5 and 19.3, compensatory hours and floating holidays cannot be cashed out.
- 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.
- Any conflicts pertaining to the administration of this MOU will be resolved through the grievance process outlined in Article 14.

EXECUTED, this ____ day of _____, 2021 for Teamsters Union, Local No. 231:

 12-1-21

Rich Ewing, Secretary-Treasurer Teamsters

DATED this 10 day of December, 2021 for the CITY OF BELLINGHAM:



Mayor

ATTEST: 

Finance Director



Human Resources Director

APPROVED AS TO FORM:



Office of the City Attorney