



MEMORANDUM OF UNDERSTANDING

Between

City Of Bellingham

And

Fraternal Order of Police

Matt Herzog Memorial Lodge No. 24

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

- I. **PURPOSE:** The purpose of the agreement is to satisfy the Fraternal Order of Police, Lodge 24’s (FOP) request to bargain the impacts of the vaccine mandate created by Mayor Seth Fleetwood’s Emergency Order 2021-02. The parties agree that this MOU satisfies the Fleetwood mandate 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 agreement covers all Fraternal Order of Police, Lodge 24 members.
- III. **AGREEMENT:**

WHEREAS, Mayor Seth Fleetwood declared in Emergency Order 2021-02 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, Emergency Order 2021-02 requires City employees to provide proof of full vaccination against Covid-19 no later than close of business on November 19, 2021;

WHEREAS, Emergency Order 2021-02 provides for employees seeking reasonable accommodations for legitimate medical reasons or sincerely held religious beliefs to apply for an accommodation no later than close of business on October 15, 2021;

WHEREAS, the FOP requested to bargain the impacts of the emergency order;

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

NOW, THEREFORE, the parties agree that:

1. Paid Leave

- Employees who submit proof of vaccination by November 19, 2021 will receive 8 hours of paid leave. Leave shall be scheduled in accordance with the procedure used for floating holidays. All 8 hours of leave must be taken by December 31, 2022 or the leave will be forfeited.
- Employees who are required to isolate or quarantine due to a work-related exposure will be granted administrative leave 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 the Mayor's emergency order, employees shall submit any requests for religious or medical accommodation by October 15, 2021. The City will evaluate requests for reasonable accommodation 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 modified by the City in the future based on federal, state, county or local health department guidelines.
- The City will endeavor to respond to requests for accommodation by October 22, 2021. If the City has not provided a response to an employee's timely medical or religious accommodation request by October 22, 2021 resulting in a delay such that the employee cannot be fully vaccinated by December 3, 2021, the City will provide paid admin leave commiserate with the length of delay. If the City is unable to provide a response by October 22, the City will notify the employee that additional time is needed.
- E.g., if the City does not provide a response until October 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 a delay in obtaining a doctor's appointment, they can initiate the medical exemption request by submitting the proper accommodation request form to HR by October 15, 2021 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. Termination of Employment

- Employees who fail to submit proof of vaccination by November 19, 2021 and do not have an approved medical or religious accommodation in place will be notified of the City's intent to terminate employment for failure to comply with the Mayor's emergency order on or around November 29, 2021.
- If an employee decides to initiate vaccination after November 19, 2021 the employee shall notify the City of their intent to become fully vaccinated immediately. If it is not possible to become fully vaccinated by December 3, 2021, employees may use their own leave banks (vacation, comp time or leave without pay if the employee does not have available leave banks) for any scheduled shifts after December 3, 2021 while in the process of becoming vaccinated.
- In order to qualify for continued use of leave, the employee must provide proof of the first vaccine shot no later than 5:00 pm December 17, 2021 and proof of the second vaccine shot no later than 5:00 pm January 17, 2022. If an employee fails to meet these deadlines, the employee will be subject to termination for failure to comply with the emergency order. 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 hours used.
- Employees who are terminated for not complying with the emergency order shall be released as a non-disciplinary separation.

4. Resignation or Retirement Option

- In lieu of termination, employees may choose to resign or retire if eligible per DRS guidelines. Employees must submit their resignation in writing no later than 5:00 pm November 19, 2021. The last day worked must be no later than December 3, 2021.

5. Leave Cash Out

- Employees being terminated, voluntarily resigning or retiring will be eligible for cash out of accrued and unused vacation leave. This will be a onetime cash out.

- Sick leave cash out for retirement eligible employees will be processed per the terms of the CBA.

6. Placement on Supplemental Register

- If requested by the employee within five business days of their last day of employment, employees who submit notice of resignation or retirement by November 19, 2021 will be placed on a supplemental register for up to two years from the employee's last day of employment. If a vacancy occurs in the class or position last held, the employee will be placed on a supplemental register which will be referred to the department for consideration.
- To be eligible for rehire, former employees must meet the same terms and conditions of employment that would apply to any lateral police officer candidate including but not limited to background investigation, polygraph, medical exam, psychological evaluation, and vaccine requirements in place at the time of rehire.
- Former employees will be ranked on the supplemental register based on retention credit. Retention credit is the total of an employee's accumulated service credit earned through regular appointment in a class and higher classes in a promotional series of classes.

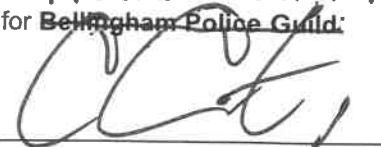
7. Hire from supplemental register

- When a vacancy occurs, the department will contact members on the supplemental register, via the employee provided e-mail, to determine interest. The city will also notify Guild 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.
- On a one-time, non-precedent setting basis, employees re-hired from this supplemental register will be given credit for time in service for purposes of vacation accrual, longevity and seniority. A standard 12 month probationary period will apply.

8. Unemployment

- 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; however, the parties acknowledge the Employment Security Department, and not the City, will determine eligibility for unemployment compensation.

EXECUTED, this 23 day of NOV, 2021 for Bellingham Police Guild ^{Fraternal Order of Police} ^{Ken}



President

DATED this 6 day of December, 2021 for the **CITY OF BELLINGHAM**:



Mayor

ATTEST: 

Finance Director



Human Resources Director



Police Chief

APPROVED AS TO FORM:



Office of the City Attorney