MEMORANDUM OF UNDERSTANDING

By and Between Walla Walla County Fire District 5 and the International Association of Firefighters, Local 4965.

This MOU will be considered temporary and will terminate when the Proclamation expires or has been terminated.

Walla Walla County Fire District 5 ("District") and the International Association of Firefighters, Local 4965 {"Union") are parties to a collective bargaining agreement with a term of January 1, 2019 through December 31, 2021 ("Agreement").

Pursuant to Governor lnslee's mandate requiring members of IAFF Local 4965 (Union) and Walla Walla County Fire District 5 (District) to be vaccinated. Both the Union and the District have an interest in a healthy, safe, and productive workforce.

1. The District will provide a Policy (ADM-41 Vaccination Mandate) to be sent to each employee to notify them that they are subject to mandatory vaccination as a condition of employment. The District will provide in the policy stating which vaccines are approved per the mandate.

2. The District will inform each employee who is subject to mandatory vaccination that they have the right to request an exemption based upon a bona fide religious or medical reason as well as what documentation must be provided to the District by the employee to be considered for such exemption.

3. Employees who do not qualify for an exemption from the COVID-19 vaccine will be responsible for making arrangements to get the COVID-19 vaccine through a health care provider of their choice or the Districts medical provider (On Scene Medical)

4. The District shall provide employees with the availability to receive the vaccine during normal shift hours. If there is a conflict to receive the vaccine during normal work hours the District will allow (1) hour of overtime to receive each dose of the COVID-19 vaccine. The District shall provide an employee (1) hour of overtime for any future COVID-19 vaccine booster shots if the employee cannot receive the booster during normal shift hours. If an employee becomes ill after a vaccination, the District shall offer paid leave for the remainder of their shift, not to exceed 24 hours, to recover from that vaccination in lieu of using sick leave.

5. As required, employees are to provide the District with proof of vaccination or the requested exemption (vaccination card, or other medical records) to receive the paid leave provided by this agreement. Documentation must be in an approved format per the mandate.

6. The proof of vaccination, or need for an exemption provided by an employee, will be treated as a confidential medical record. Exemption denial is at the discretion of the Board of Fire Commissioners and shall be presented to the employee in a letter with an explanation for the denial after the Board has its regular meeting to discuss any exemptions. If the Boards decision delays the employee from receiving the COVID-19 vaccine by the Governor's mandated date, the employee shall be placed on administrative leave until the employee is considered fully vaccinated by DOH guidelines. All correspondence regarding exemption denial or approval with reasonable accommodations shall be placed into the employee's medical file and viewable by the employee per District policy.

7. Employees who are absent for a 7 day period or longer shall be required to COVID-19 testing on their first returning day. Testing will be done at station 51 using test kits provided by Walla Walla DOH. If testing results are positive, employees will be required to receive a PCR test from a local testing center or from the Districts medical provider (On scene Medical) to confirm the tests validity. Administrative leave will be provided until the PCR test is confirmed. If the employee test positive, the employee shall use their sick leave bank until they return following DOH guidelines.

8. Qualifying paid District personnel who are not fully vaccinated by October 18, 2021, and who have not received approval for their requested accommodation or exemption set forth below will have the following options:

Retire

* Eligible non-compliant individuals may choose to retire under the

Department of Retirement Systems (DRS) typical retirement process.

* All compensation and benefits as outlined in the current Collective Bargaining Agreement will be offered by the District.

Termination

* Personnel who willfully violate the Proclamation and report to their assignment on October 19, 2021, will be immediately terminated and forfeit any future rights to employment in any capacity with the fire district.

**Suggestions for the Board on additional coverage.**

The District recognizes that accrued sick leave can be depleted rapidly if an employee becomes ill with COVID-19. The District shall provide employees with an additional 24 hours of COVID-19 leave per month. This leave is to be used only in the case of a confirmed exposure to COVID-19 with symptoms. A confirmed test is required for an employee to receive the additional hours of sick leave.

This leave does not add to your sick leave bank and will not accrue from month to month. It cannot be used to cash out at the end of the year or when separated from the District. It will only be used if an employee has a COVID-19 illness or taking care of a family member who is sick with COVID-19.

If the employee has a confirmed COVID-19 sickness during work hours, the employee will file for L&I coverage to be considered as a work related exposure.

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