

MEMORANDUM OF UNDERSTANDING

by and between

PBA POLICE SERGEANTS

and the

CITY OF BOYNTON BEACH

WHEREAS, the PBA Police Sergeants (Union) and the City of Boynton Beach (City) engaged in impact bargaining on Thursday, September 16, 2021 regarding City policies and practices related to Covid-19.

IT IS THEREFORE AGREED by and between the Union and the City as follows:

1. The Union agrees to comply with City mask (facial covering) requirements.
2. The City will provide a one-time incentive payment of two hundred fifty dollars (\$250.00) in the payroll check dated December 10, 2021 for members who provide appropriate documentation to the Human Resources and Risk Management Department verifying they are fully vaccinated from Covid-19 on or by Monday, November 15, 2021. "Fully vaccinated" means on the 15th calendar day following a single dose of Janssen (Johnson & Johnson) vaccine or on the 15th day following the second dose of either the Pfizer or the Moderna vaccine.
 - a. The City will provide to each fully vaccinated member an additional one-time incentive payment of two hundred fifty dollars (\$250.00) in the payroll check dated December 10, 2021 if at least seventy percent (70%) of the combined membership provided appropriate documentation to the Human Resources and Risk Management Department verifying they are fully vaccinated from Covid-19 on or by Monday, November 15, 2021.
3. The City will amend its Covid-19 business travel provisions to include permitting members who have fully recovered from a Covid-19 infection within the past ninety (90) days, to travel for business within ninety (90) days of testing positive for Covid-19. In order to be permitted for business travel under this provision, the following must occur:
 - a. Member must have submitted a copy of his/her positive test result to the Human Resources and Risk Management Department immediately following receipt of test result and not retroactively at time of request for training.
4. The City will amend, retroactively to August 5, 2021, its Covid-19 leave and pay policies as follows:
 - a. Fully vaccinated members and members who have recovered from a Covid-19 infection within the past ninety (90) days, who experience a "breakthrough" Covid-19 infection will have their leave time taken for recovery reinstated provided that:
 - i. The member immediately notifies the Human Resources and Risk Management Department of a known exposure, upon experiencing symptoms of Covid-19 as detailed in the City's *Self-Screening Protocol*, and upon any positive Covid-19 test result; and
 - ii. The member's vaccination card is on file with the Human Resources and Risk Management Department and/or the member's copy of his or her positive Covid-19 test result within the past ninety (90) days is on file with the Human Resources and Risk Management Department; and
 - iii. a. For an active infection: The member immediately provides a positive PCR test result to the Human Resources and Risk Management Department, or
b. Following an exposure: The member takes a PCR test three (3) to five (5) calendar days following the date of *exposure*, and the member immediately provides their positive PCR test result to Human Resources and Risk Management Department.

- iv. Members who are not fully vaccinated but have recovered from a Covid-19 infection within the past ninety (90) days and experience a "breakthrough" Covid-19 infection are eligible for the aforementioned reinstatement of time provisions for one time only. Fully vaccinated members are eligible for the aforementioned reinstatement of time for repeat "breakthrough" infections.
- 5. Pursuant to current published CDC guidance, members who are either fully vaccinated or recovered from Covid-19 within the past ninety (90) days are not required to quarantine following an exposure, unless experiencing symptoms or testing positive for a Covid-19 infection. In the event the CDC guidance is updated to recommend quarantine for recently infected persons, the City and the Union agree to abide the CDC guidance, following a fourteen (14) day period to bargain those changes during which the status quo will be maintained.
- 6. The Union agrees that the City will rely on information from the Centers for Disease Control and Prevention (CDC) [and OSHA if applicable] to inform its Covid-19 policies and practices with regard to quarantine, isolation, return to work, etc.
- 7. Unless otherwise specifically stated, the provisions of this MOU are not retroactive and become effective upon ratification by the City Commission while PBA ratification is pending. PBA ratification must occur no later than October 17, 2021.
- 8. Upon request of either party, the Union and the City agree to bargain these provisions after ninety (90) days following ratification, and the Parties will maintain the status quo during those negotiations.

The Union and the City agree that, for and in consideration of the conditions stated herein, the terms and sufficiency of which are hereby agreed to and acknowledged by the Union and the City:

City of Boynton Beach

Lori LaVerriere
Lori LaVerriere, City Manager

9/16/21
Date

PBA Police Sergeants

Katie L. Mendoza
Katie Mendoza, PBA Legal Counsel
Approved as to Form and Sufficiency

10-12-21
Date

APPROVED AS TO FORM

Art Beltrami
CITY ATTORNEY

John Kazanjian
Palm Beach County Police Benevolent
Association, Inc.
Name: John Kazanjian
Title: President

10/12/21
Date