

# CITY OF DELRAY BEACH



100 NW 1<sup>st</sup> AVENUE DELRAY BEACH, FLORIDA 33444



Duane D'Andrea  
Director, Human Resources

August 30, 2021

Mr. James Hayes  
Negotiator, SEIU / FPSU  
400 Hibiscus Street # 200  
West Palm Beach, FL, 33401

Dear Mr. Hayes

As a follow-up to our discussions concerning the City of Delray Beach's Covid-19 Vaccination and Testing Initiative and in recognition of our mutual interest in ensuring a safe and healthy workforce, the parties have agreed to the following:

Vaccination against the SARS-CoV-2, the virus that causes COVID-19, is voluntary. The City will provide waivers for employees who require a medical, religious, or other legally covered exemptions such as those outlined in the Collective Bargaining Agreements with the Police Benevolent Association. All signed waivers or proof of vaccination must be submitted to the City's representative Department of Human Resources no later than October 15, 2021, 30 days from the signing of this Letter of Understanding (LOU). Weekly polymerase chain reaction (PCR) testing for non-vaccinated employees will commence October 21, 2021, no later than 30 days from the signing of this LOU.

The City will provide a weekly PCR test at no cost to the employee, or in the alternative, the employee may select a testing agency of their own choosing. Tests provided by the City will be administered every Thursday from 9am to 12pm at Fire Station 111. If an employee elects to obtain testing through their own agency or fails to obtain testing provided by the City, the cost, if any, of that test will be the responsibility of the employee. All testing results must be received by the Department of Human Resources City's representative prior to the start of the employee's shift. Employees will not be penalized if the results are not obtained timely through no fault of their own. If an employee is on approved leave for one week or longer, the weekly Covid test submission will be postponed until the employee returns from leave. The employee must provide proof of a negative PCR test, either through the City or through another testing agency, immediately upon their return to work. Weekly testing of non-vaccinated personnel will be

discontinued when the state of emergency for the Covid-19 Pandemic is terminated as determined by the City or upon mutual consent of the signatories of this LOU. If the City can no longer provide testing, it will be the responsibility of the employee to provide a weekly negative test from an agency of their choosing. Should the City discontinue its testing program, the parties will immediately meet to discuss the alternative testing options noted herein.

The parties agree to follow the most current CDC guidance for quarantine and isolation following an exposure and / or positive test, which can be amended upon mutual agreement between the signatories of this LOU.

An employee will be considered vaccinated for the purposes of this LOU two (2) weeks after their first vaccination is administered. The employee must receive a second vaccine dose if so required by the vaccine manufacturer (Moderna/Pfizer) or the employee's vaccinated status may be revoked.

The City will cover quarantine and isolation leave following an exposure or a positive test for all employees, regardless of whether or not they are vaccinated, pursuant to the Families First Coronavirus Response Act (FFCRA) so long as same is provided to other City employees. Once FFCRA time is depleted, or once it is no longer available to other City employees, employees will be required to utilize their personal accrued leave time for all quarantine and isolation periods, unless covered by workers compensation.

Any actions taken by the City in regard to an employee's compliance with the conditions of this LOU or the testing protocols stipulated herein shall not in any manner amend or nullify rights conveyed in Articles 31 (DISCIPLINE) and 32 (GRIEVANCE PROCEDURE) of the current agreement between the parties.

For the City:

For SEIU/FPSU:

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Duane D'Andrea, Human Resources Director

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James Hayes, Negotiator

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Date

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Date