

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF BOCA RATON AND  
THE SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU),  
FLORIDA PUBLIC SERVICES UNION, CTW, CLC**

THIS MEMORANDUM OF UNDERSTANDING is entered into on this 28<sup>th</sup> day of September, 2021, between the Services Employees International Union (SEIU), Florida Public Services Union, CTW, CLC (hereinafter "Union") and the City of Boca Raton, Florida, a Florida municipal corporation, 201 West Palmetto Park Road, Boca Raton, Florida 33432 (hereinafter "City").

WHEREAS, the City and Union are parties to a Collective Bargaining Agreement covering the period October 1, 2019 through September 30, 2022 (the "CBA"); and

WHEREAS, Article 22, Section 1 of the CBA provides bargaining unit members with three floating holidays each year, which must be used in the year they are granted or they are forfeited; and

WHEREAS, the global pandemic caused by COVID-19 has caused staffing shortages, making it difficult for bargaining unit employees to use their floating holidays prior to the end of the current fiscal year (i.e., September 30, 2021); and

WHEREAS, Article 17, Section 1 of the CBA permits bargaining unit employees to use accrued sick leave, upon approval of the employee's department head or department head's designee, for illness or disability which renders the employee unable to perform the duties required by the City; and

WHEREAS, since June 14, 2021, the City has required bargaining unit employees who are not able to work due to absences related to COVID-19, including mandatory quarantine, isolation or illness ("COVID-19 Absence") to use their accrued sick leave (or other accrued leave) during a COVID-19 Absence; and

WHEREAS, the parties wish to enter into this MOU to require only unvaccinated bargaining unit employees to use accrued sick leave (or other accrued leave) for COVID-19 Absences, while allowing vaccinated bargaining unit employees to take paid leave for COVID-19 Absences without reducing their accrued leave balances.

Now, therefore, the Parties agree as follows:

1. All statements made in the above recitals are incorporated herein by reference.
2. This MOU will only be effective when fully ratified by the Union and ratified/ approved by the City Council parties.

*JEB*  
*9/28/21*

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3. If the Union ratifies this MOU prior to September 30, 2021, and the City Council subsequently ratifies/ approves this MOU, any floating holiday hours that were earned by bargaining unit members but were unused in contract year October 1, 2020 – September 30, 2021 will be permitted to be used by such bargaining unit members in contract year October 1, 2021 - September 30, 2022. If the Union does not ratify this MOU prior to September 30, 2021, no unused floating holiday hours from contract year October 1, 2020 – September 30, 2021 shall be permitted to be used by such bargaining unit members in contract year October 1, 2021 – September 30, 2022.
4. If the Union ratifies this MOU prior to September 30, 2021, and the City Council subsequently ratifies/ approves this MOU, during the period of October 1, 2021 to September 30, 2022 ("Effective Period"), all bargaining unit employees that furnish the City with valid written proof of their complete course of COVID-19 vaccination, either through a Pfizer, Moderna or Johnson and Johnson vaccination ("Proof of Vaccination") and who have notified the City of their need to miss work for a COVID-19 Absence and the City has provided approval to miss work for the COVID-19 Absence, will be permitted to use special authorized paid leave for the COVID-19 Absence ("Special Authorized Leave") and will not be required to use their accrued sick leave or other accrued leave during such time. Special Authorized Leave shall end upon the return-to-work date as determined by the City. Special Authorized Leave time will not count against the employee's accrued sick or annual leave bank. If the Union ratifies this MOU on or after September 30, 2021, the Effective Period shall begin on the date ratified/ approved by the City Council, and the Effective Period shall terminate on September 30, 2022.
5. If the Effective Period of this MOU begins on or before November 1, 2021, all bargaining unit employees that used accrued sick leave for COVID-related reasons between June 14 and the beginning of the Effective Period, and who had the full course of COVID-19 vaccination at least 30 days prior to their use of such sick leave, may provide written documentation to the City of the use of sick leave and their Proof of Vaccination. If the provided documentation meets the above requirements, as verified by the City, the amount of sick leave used by employee for the COVID-related absence will be converted to Special Authorized Leave, and the amount of sick leave used for the COVID-related sick leave will be added back to the employee's accrued sick leave balance; provided however, the added sick leave cannot result in an accrued sick leave balance higher than the accrued sick leave limits set out in the CBA (this MOU shall not modify the existing accrued sick leave limits).

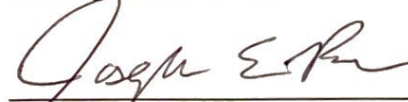
*9/28/21*



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6. Bargaining unit employees who are approved to miss work for a COVID-19 Absence and who did not complete a course of COVID-19 vaccination through a Pfizer, Moderna or Johnson and Johnson vaccination, or who do not furnish the City with Proof of Vaccination regardless of their vaccination status, will not receive Special Authorized Leave pursuant to paragraph 4 and will be required to use their accrued sick leave or other accrued leave during such time for the COVID-19 Absence.
7. Other than as specifically set forth herein, this MOU does not in any way modify the terms of the parties' CBA and is only applicable to the express subject hereof – specifically, (1) COVID-19 absences only during the Effective Period; and (2) to the number of floating holiday hours available to employees in the contract year of October 1, 2021 through September 30, 2022 provided the MOU is ratified by the Union prior to September 30, 2021. In addition, this MOU shall not apply, or be precedent in any way, to any future period covered by the Agreement and the provisions in this MOU shall not serve as precedent or a past practice.

The Parties signify their agreement with this Memorandum of Understanding by affixing their signatures below.

|                                                                                                                                                                               |                                 |
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| <br>_____<br>Joseph Brenner<br>Director of Organizing and Bargaining<br>SEIU Representative | <u>9/28/21</u><br>_____<br>Date |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|

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|-----------------------------------------------------------|---------------|
| _____<br>Leif J. Ahnell, C.P.A., C.G.F.O.<br>City Manager | _____<br>Date |
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