

**MEMORANDUM OF AGREEMENT MODIFYING
ARTICLE 24 OF THE OCTOBER 1, 2020 – SEPTEMBER 30, 2023
COLLECTIVE BARGAINING AGREEMENT BETWEEN THE SERVICE EMPLOYEES
INTERNATIONAL UNION/FLORIDA PUBLIC SERVICES UNION (SEIU/FPSU)
AND THE CITY OF WEST PALM BEACH**

THE CITY OF WEST PALM BEACH, FLORIDA (CITY) and the SERVICE EMPLOYEES INTERNATIONAL UNION/FLORIDA PUBLIC SERVICES UNION, CTW, CLC (UNION) (collectively, "Parties") agree on the following Memorandum of Agreement (MOA) modifying Article 24, Compensation Sections 1. A. and 3. C. 4. of their October 1, 2020 to September 30, 2023 Collective Bargaining Agreement (CBA), ratified by the City on September 21, 2020 as follows, deleted language is shown as ~~stricken~~; new language is shown by underline:

ARTICLE 24. COMPENSATION

Section 1. Wages

- A. Across the Board ("ATB") pay increases for the FY22 and FY23~~duration of this contract~~ shall be as follows:

For fiscal year ~~2020/2021~~2021-2022 (FY22) Union employees covered under this contract which have attained regular status with the City by September 30, 2021 shall receive an Across the Board pay increase of 5.00%, effective on the first full pay period on or after October 1, 2021~~0~~, provided that Union members have ratified this agreement by September 3~~September 10, 2021~~.

For fiscal year 2022-2023 (FY23) Union employees covered under this agreement which have attained regular status with the City by September 30, 2022 shall receive an Across the Board pay increase of 5.00%, effective on the first full pay period on or after October 1, 2022.

Notwithstanding anything in this agreement to the contrary should the City's ad-valorem tax receipts decline in any year of this contract over the prior year's collections then the ATB raises outlined in this Article are suspended and shall not take effect.

~~This Compensation Article 24 only, shall be re-opened for negotiations with the Union on or before April 1, 2021 for negotiations governing FY22 (fiscal year beginning on October 1, 2021) compensation; and on or before April 1, 2022 for negotiations governing FY23 (fiscal year beginning on October 1, 2022) compensation.~~

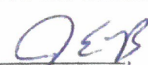
All other articles of this agreement shall remain closed and in full effect through the expiration of this agreement on September 30, 2023, unless otherwise mutually agreed to by both the City and the Union in writing.

For any fiscal year under which ATB raises are provided for under this agreement eligible employees (i.e., regular status) whose base rate of pay will exceed the maximum of their grade

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as result of any ATB pay increase, will be paid the balance of the ATB pay increase that is in excess of the maximum base rate of pay as a lump sum. This amount will be paid to the employee on a bi-weekly basis, (twenty-six (26) times per year) starting on the first full pay period in which the ATB takes effect. Lump sum payments under this article shall not carry over into future fiscal years or be cumulative in any manner.

Section 3. Stipends for Certification or License

C. Other Stipends

4. Employees shall be paid a differential based upon performing the following duties:

- a. Entering a "permit-required confined space (permit space) \$1.00 per hour.

They include, but are not limited to:

Storm Drains	Manholes	Water Storage Vessels Meter
Vaults/ARV's	Wet Wells	Air Handlers


- b. Work with spray equipment in the application of insecticides or poisonous sprays where chemical spraying is not a job requirement: \$1.00 per hour. This provision does not apply to "green", "natural", "environmentally friendly", "non-toxic" or other similar non-toxic/non-poisonous insecticides or sprays which employees may be asked to apply.
- c. Work with "arc flash" boundaries that require use of ARC Flash PPE \$1.00 per hour.

Notwithstanding anything in this contract to the contrary, all employees hired on or after October 1, 2009 shall not be eligible for any stipends or incentives as described in this Article and Section 3 above. All employees who after October 1, 2009 are receiving stipends and incentives as described in Section 3 above will be grandfathered and will continue to receive such stipends and incentives.


The Parties represent that they have full legal authority to enter into this Memorandum of Agreement and all other terms of the collective bargaining agreement in effect between the Parties which have not been specifically modified by this MOA remain in full force and effect.

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IN WITNESS THEREOF, the Parties have caused this Memorandum of Agreement to be signed by their duly authorized representatives as set forth below.

FOR THE CITY OF WEST PALM BEACH

FOR THE SERVICE EMPLOYEES
INTERNATIONAL UNION/FLORIDA PUBLIC
SERVICES UNION (SEIU/FPSU), CTW, CLC

Keith A. James, Mayor Date

JE B 8/20/21

Joseph E. Brenner, Chief Negotiator Date

Faye W. Johnson, MPA Date
City Administrator, ICMA-CM

Alden Wilder, SEIU Delegate Date

Jose Luis Rodriguez Date
Chief Human Resources Officer

Mary C. Widdoes, SEIU Delegate Date

Terry N. Johnson, SEIU Delegate Date

Ratified by City of West Palm Beach on the _____ day of _____ 2021

Ratified by the Union on the _____ day of _____ 2021

Keith A. James, Mayor

Daniel Kempa, SEIU Delegate

City Attorney's Office
Approved as to form and legality
By: _____

JUR
8-20-21

JE B
8/20/21