

ARTICLE 30
AMENDED FOLLOWING REOPENER

30.0 WAGES

30.1 Year One (October 1, 2020 – September 30, 2021):

Bargaining Unit members who were actively employed on September 30, 2020 and who have not terminated before ratification of this Agreement, will receive a two and a half percent (2.5%) increase to their hourly base rate effective retroactive to October 1, 2020 provided Union holds ratification vote on or before November 6, 2020. If ratification vote is held on or after November 7, 2020, the increase will be effective at the start of the first full pay period following ratification by Commission. Employees who are at the maximum of their pay grades will receive an equivalent lump sum payment.

30.2 Year Two (October 1, 2021 – September 30, 2022):

This Article was reopened for negotiations in May 2021. The City increased its Pay Plan pay grade minimum and maximum hourly rates by three percent (3%) for fiscal year 2021/2022. Wage increases will be retroactive to October 1, 2021 only if SEIU ratifies this Agreement on or by November 5, 2021. If SEIU ratifies this Agreement on or after November 6, 2021, wage increases will be effective on the first full pay period following ratification by both SEIU and the City Commission.

30.2.1 Bargaining Unit members who were actively employed on March 31, 2021 and who have not terminated or submitted an intent to resign prior to ratification of this Agreement and who are not subject to any exclusions, are eligible to receive the following:

(a) Four percent (4%) increase to hourly base rate effective at the start of the first full pay period following ratification.

30.2.1.1 Exclusions:

(a) Employees whose pay increased pursuant to the City's newly established \$15.00 minimum hourly rate and for whom this increase is more than four percent (4%).

(b) Employees who are reclassified effective October 1, 2021 and whose pay rate from that reclassification has been increased by more than four percent (4%).

(c) Employees who reach the maximum of the pay grade are not entitled to additional compensation above the maximum pay rate for that grade.

30.2.2 Bargaining Unit members who were hired on or after April 1, 2021 and who have not terminated or submitted an intent to resign prior to ratification of this Agreement and who are not subject to any exclusions, are eligible to receive the following:

City TA 11/22

Union TA

(a) Two percent (2%) increase to hourly base rate effective at the start of the first full pay period following ratification;

30.2.2.1 Exclusions:

(a) Employees whose pay increased pursuant to the City's newly established \$15.00 minimum hourly rate and for whom this increase is more than two percent (2%).

(b) Employees who are reclassified effective October 1, 2021 and whose pay rate from that reclassification has been increased by more than two percent (2%).

30.2.3 Bargaining Unit members, including probationary employees, who are actively employed and who have not submitted an intent to resign on or prior to the payment date may be eligible to receive the following Premium Pay funded through American Rescue Plan Act (ARPA) subject to approval by Commission and review by auditors for eligibility:

(a) A lump sum premium payment of one thousand dollars (\$1,000) payable on or before December 10, 2021; and

(b) A lump sum premium payment of one thousand dollars (\$1,000) payable on or before July 1, 2022.

(i) Member must have been actively employed on or before October 5, 2021, must remain in an active status on date of payment, and must not have submitted an intent to resign on or prior to payment date.

30.3 Year Three (October 1, 2022 – September 30, 2023):

This Article was reopened for negotiations in June 2022. Wage increases will be retroactive to October 1, 2022 if SEIU ratifies this Agreement on by September 30, 2022. If SEIU ratifies this Agreement on or after October 1, 2022, wage increases will be effective on the first full pay period following ratification by both SEIU and the City Commission.

30.3.1 Bargaining Unit members who were actively employed on September 30, 2022 and who have not submitted an intent to resign prior to ratification of this Agreement and who are not subject to any exclusions in Section 30.3.1.1, are eligible to receive the following:

(a) Eight percent (8%) increase to hourly base rate effective at the start of the first full pay period following ratification.

30.3.1.1 Exclusions:

(a) Employees who are reclassified effective October 1, 2022 and whose pay rate from that reclassification has been increased by more than eight percent (8%).

(b) Employees who have reached the maximums of their pay grades are eligible to receive an eight percent (8%) lump sum increase, effective the first full pay period following ratification.

30.4 Additional Monetary Changes

30.4.1 Ocean Rescue Lifeguards:

Any Ocean Rescue Lifeguard who has obtained certification from the State of Florida as an Emergency Medical Technician I (EMT) will receive an additional \$1.44/hour of certification incentive pay.

30.4.2 Communications Dispatchers and Specialists:

All Communications Dispatchers and Specialists who work during the evening/overnight shift [1800 hours through 0600 hour/6:00p.m. through 6:00 a.m.] will receive an additional \$1.68/hour of shift differential incentive pay. No more than twelve (12) hours of shift differential pay (per employee) in one day is permitted.

SIGNATURE PAGE

Agreed to this _____ day of _____ 2022 by and between the respective parties through the authorized representatives of the Union and the City.

SEIU FLORIDA PUBLIC SERVICES UNION, CTW, CLC

Witness

BY: 

Joseph Brenner, SEIU

CITY OF BOYNTON BEACH:

Witness

BY: _____
Ty Penserga, Mayor

Witness



James Stables, Interim City Manager

ATTEST:

Maylee De Jesus, City Clerk

APPROVED AS TO FORM:

Michael Cirullo, City Attorney

City TA _____

Union TA _____