

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SCHOOL DISTRICT OF PALM BEACH COUNTY
AND
THE PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION, INC. ("PBA")

The aforementioned Parties, by the signatures of their representatives below, agree to amend the Collective Bargaining Agreement between the Parties to include the following additional Article and Provisions as they relate to the addition of twelve-month police officer positions.

Article 32 – Twelve-Month (12-Month) Employees

32.1. TERMS OF EMPLOYMENT

The following terms of employment will apply to bargaining unit members employed on a twelve-month basis:

1. The Parties agree that the bargaining unit member must voluntarily request in writing, via the Chief of Police, to be employed as a twelve-month employee. The District cannot select any unit members to become twelve-month employees who do not voluntarily apply for the position in writing.
2. After becoming a twelve-month employee, a bargaining unit member may opt to return to his or her previous work schedule as a non-twelve-month employee, but he or she must wait until the end of the fiscal year. After returning to his or her prior employment status, he or she will cease earning any new benefits acquired during that time working as a twelve-month employee, including annual leave or compensation.
3. The Chief of Police will select and assign those employees who volunteer for the twelve-month positions based on seniority, defined as total length of continuous service in the Police Department. The Chief of Police may also consider operational necessity and the assignments of those unit members who volunteer.
4. Twelve-month employees will not be given preference for call-outs, details, or similar work assignments over non-twelve-month employees.

32.2- ANNUAL LEAVE

In addition to the other leaves detailed in Article 18 of this Agreement, twelve-month (12-month) employees will accumulate and be able to utilize annual leave in accordance with the following conditions.

1. Accumulation of Annual Leave

A member of the bargaining unit who is employed on a twelve (12) month basis shall be allowed annual leave, exclusive of holidays (see Article 19), with compensation as follows:

- a. An employee with less than five (5) years of continuous service at a rate of one (1) day per month, cumulative to twelve (12) work days per year.
- b. An employee with five (5) years or more continuous service at a rate of one and one-quarter (1.25) days per month, cumulative to fifteen (15) work days per year.
- c. An employee with ten (10) years or more of continuous service at a rate of one and one-half (1.5) days per month, cumulative to eighteen (18) work days per year.

Accrued annual leave shall not exceed sixty (60) work days (480 hours) on June 30 of each year, pursuant to Fla. Stat. § 1012.65. Annual leave may be granted by the Chief of Police upon the written request of the employee, with prior approval by the employee's direct supervisor. Annual leave for an employee shall be scheduled to ensure there is no undue hardship on the District's operation.

- a. Upon employment termination, the employee shall be paid as terminal leave all unused annual leave as follows:
 - i. The dollar value of an employee's Annual Leave payout is determined by multiplying the available hours balance times the employees' hourly rate of pay. Annual Leave is not a vested benefit; hence the hours cannot be transferred.

2. Use and Selection of Annual Leave

- a. All requests for annual leave must be approved in advance by the bargaining unit member's immediate supervisor and the Chief of Police (or his/her designee).
- b. The approving immediate supervisor will ensure that there is adequate coverage for the requestor's assignment prior to approving the time off, with the standard being undue operational hardship on the District. If there is concern for undue operational hardship, then the member will be permitted to find coverage for his/her position.
- c. The following procedures will be followed in scheduling the use of annual leave:
 - i. Employees who request annual leave use less than twenty-four (24) hours must submit the leave request at least three (3) working days prior to the scheduled leave date, except in emergency situations.
 - ii. Employees who request annual leave in excess of twenty-four (24) hours must submit the leave request at least two (2) weeks prior to the scheduled leave date, except in emergency situations.
 - iii. If a member requests use of annual leave thirty (30) or more calendar days in advance, the District must grant use of that leave, unless it will suffer undue operational hardship.

To the best of their ability, employees are responsible to keep themselves informed of the number of annual days/hours they have accrued and are accruing, so that the employee does not forfeit any annual leave over sixty (60) days on July 1 of every year.

Any employee who becomes ill while on annual leave may use accrued sick leave for such period of illness, provided a doctor's note is presented to his/her immediate supervisor upon the employee's return to work.

32.3- ATTENDANCE SUPPLEMENT

1. All bargaining unit members employed as twelve-month (12-month) employees are still entitled to receive the attendance supplement, as described in Article 18.5 of this Agreement. Furthermore, a unit member's use of annual leave will not preclude the bargaining unit member from receiving the attendance supplement.

32.4 – WORK CALENDAR AND HOURS OF EMPLOYMENT

The schedule of all bargaining unit members working as twelve-month employees will be based off the District's regular annual calendar [https://hub.palmbeachschools.org/all_employees/school_district_calendar], and they will not work the designated holiday breaks as their regular shifts.

For the Palm Beach County
Police Benevolent Association, Inc.

For The School District of
Palm Beach County, Florida

John Kazanjian, PBA President

Date: _____

Michael J. Burke, Superintendent

Date: _____

Katie Mendoza, PBA Legal Counsel and
Chief Negotiator

Jay Boggess, Chief of Staff

Heather Frederick, Chief Financial Officer

Sarah Mooney, Chief of Police

Tim Kubrick, Director of Labor Relations