

Memorandum of Understanding

Between
Palm Beach County Police Benevolent Association, Inc. (PBA)
and the City of Stuart
School Resource Officer (SRO) Assignment
St. Joseph's Catholic School

The City of Stuart (City) has entered into an agreement with St. Joseph's Catholic School (SJCS) to provide a School Resource Officer (SRO) to work on-site on a regular, ongoing basis until said agreement with SJCS terminates. The bargaining unit member shall be selected and approved by the Chief of Police and retain current rank and pay at the time of the transfer to the position of SRO. Pay provisions that would no longer apply to the selected member shall cease effective with the date of the transfer (e.g., corporal pay, detective pay, etc.).

The City and PBA agree that the designated SRO shall work scheduled hours in accordance with the SJCS school calendar (attached hereto). The SRO shall work at the direction of the Chief of Police or designee. The SRO shall work a FLSA, 207k 14-day work period aligning with the City's payroll processing schedules and with an overtime threshold of 82 hours. Any hours worked in excess of 82 hours in the 14-day work period shall be paid in the form of compensatory time in lieu of overtime compensation and at the rate of one and one-half times the employee's regular hourly rate when working as an SRO. Compensatory time may accumulate to a maximum of four hundred (400) hours. If the SRO transfers to another position with the City of Stuart, accumulated compensatory hours that exceed the compensatory bank maximum of the new position (e.g., 160 hours) will be paid to the member at his or her current base hourly rate.

The bargaining member may use compensatory time up to eight (8) hours per day or ten (10) hours per day when the school operates on a compressed work week, as outlined in the SJCS school calendar. The bargaining member must submit the applicable number of hours via the Stuart police Department (SPD) Blue Teams one (1) week before the date of intended use.

Due to the unique scheduling with the schools, the SRO's leave picks shall align with the school closures illustrated on the SJCS school calendar. Summer break, as illustrated on the SJCS school calendar, shall be paid using the member's compensatory bank first, followed by available leave banks, to forty (40) hours per work week. Requests for leave outside the school calendar will be reviewed by the Chief of Police or designee for consideration. During the school year, priority consideration will be granted for the following:

1. A medical emergency or planned medical procedure;
2. An extension of a properly authorized bereavement leave;
3. To observe a religious day of the employee's faith; and/or
4. Upon prior written approval from the Chief of Police when the absence will not create an operational hardship.

The selected bargaining member must agree and be responsible for the following before being assigned to the position of School Resource Officer:

1. Understand the SRO position is an assignment as authorized by the Chief of Police and the employee may be reassigned at any time; and
2. The SRO may be required to report to duty at the SPD if needed (e.g., emergency declaration); and

3. Understand that compensatory time must be used before any other leave time (excluding bereavement leave); and
4. Understand that Optional Holidays, as articulated in the collective bargaining agreement between the City and PBA, are forfeited in favor of the paid holidays indicated in the SJCS school calendar; and
5. Attend requisite training on duty. The SRO's replacement for said training will be assigned by the Stuart Police Department Training Coordinator with approval from the Chief of Police or designee.

All other provisions of the collective bargaining agreement between the City and PBA apply. Any issues that arise that demonstrate conflicting language between the collective bargaining agreement and this MOU shall be addressed collectively between the City and PBA.

It is agreed that this MOU will be considered a separate reopener for both parties.

Concurrence:

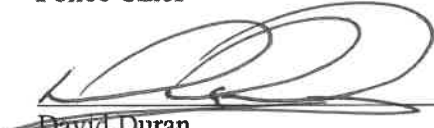

Joseph Tumminelli
Police Chief

1/6/23
Date




David Dyess
City Manager

1-13-23
Date



David Duran
PBA Representative

1/6/2023
Date



John Kazanjian
PBA President

1/4/2023
Date