

**MEMORANDUM OF UNDERSTANDING TO AMEND 10/1/2021-9/30/2024
COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE OF NORTH
PALM BEACH AND THE PALM BEACH COUNTY POLICE BENEVOLENT
ASSOCIATION, INC.**

This Memorandum of Understanding is entered into between The Village of North Palm Beach (hereinafter referred to as the "Village") and the Palm Beach County Police Benevolent Association, Inc. (hereinafter referred to as the "PBA").

WHEREAS, the Village and the PBA are Parties to a Collective Bargaining Agreement, ratified by the bargaining unit on April 12, 2022, and the Village on April 14, 2022; and

WHEREAS, the PBA requested and the Village agrees to amend the Collective Bargaining Agreement to change the day that employees are paid premium pay for working on a holiday from the day the Village observes the holiday to the actual day of the holiday: and

THEREFORE, the Village and the PBA agree to the amendments to Article 15 (Paid Holidays) as follows, to edit as follows:

ARTICLE 15 PAID HOLIDAYS

1. All employees will receive eight (8) hours of holiday pay for each of the following twelve (12) holidays. In addition to the eight (8) hours of holiday pay, those employees who work on an actual holiday will receive premium pay (1 ½ times regular pay) for each hour the employee works on the actual holiday.

"Actual holiday" means the date the holiday falls on the Gregorian calendar as opposed to the date the Village observes the holiday. Employees will not receive premium pay for working on the date that the Village observes the holiday, if different than the actual holiday.

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Juneteenth
Independence Day
Labor Day

Veteran's Day
Thanksgiving Day
Friday Following Thanksgiving Day
Christmas Eve
Christmas Day

2. When an employee works on any of the above listed actual holidays, the employee will be paid premium pay (1½ times regular pay) for each hour actually worked in addition to the eight hours of holiday pay. Only the hours actually worked on an actual holiday, if any, count as hours worked in the pay period when calculating eligibly for overtime.
3. If an actual holiday occurs when an employee is absent from work on paid leave under this collective bargaining agreement or other personnel rules, regulations or departmental directives, the employee shall still be paid eight (8) hours of holiday pay at the employee's regular rate of pay.
4. An employee who does not work their full scheduled day before and after an actual holiday will not be paid holiday pay for that holiday. Pre-scheduled vacation or sick leave for medical tests, scheduled treatments, or actual illness or injury on the day before and after a holiday are treated as days worked. The Village may ask for a doctor's note or other proof of illness to verify the bargaining unit member's illness or injury.
5. In the event an employee calls out sick for all or any portion of an actual holiday, and the Village then requires another employee to work at the overtime rate, the employee utilizing sick leave on the actual holiday shall be charged sick leave at the rate of one and one-half (1.5) hours for each one (1) hour of sick leave used. Employees under in-patient care or who are indisputably sick, including those who provide a doctor's note, shall not be subject to this provision.

[Execution Page to Follow]

The Village and the PBA agree further:

1. That the agreed upon changes to the aforementioned Article shall appear in Article 15 without modifying any other existing subsection or Article;
2. That this Memorandum of Understanding shall be effective the first full pay period following ratification of this MOU by the employees and the Village Council and will apply prospectively and not retroactively.

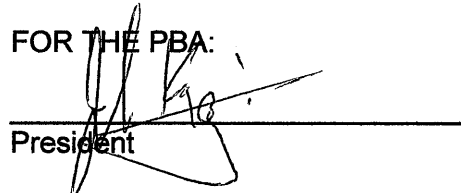
IN WITNESS THEREOF, the Parties have caused this Memorandum of Understanding to be signed by their duly authorized representatives on the 27th day of February, 2023.

FOR THE VILLAGE:


Village Manager

DATE: 3/10/23

FOR THE PBA:


President

DATE: 2-27-23