

**MEMORANDUM OF UNDERSTANDING WITH REGARD TO ALL FULL-TIME  
PERSONNEL EMPLOYED BY THE PALM BEACH COUNTY SHERIFF'S OFFICE  
REPRESENTED BY THE PALM BEACH COUNTY POLICE BENEVOLENT  
ASSOCIATION, INC., WITHIN PERC BARGAINING UNIT 1768**

**THE SHERIFF OF PALM BEACH COUNTY, FLORIDA** (hereinafter referred to as "PBSO") and the **PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION, INC.** (hereinafter referred to as "PBA") agree as follows:

1. Article 24, WORKWEEK AND OVERTIME, of the Civilian Collective Bargaining Agreement shall be amended to add the underlined language appearing below:

Section 2

At the bargaining unit member's discretion, in lieu of overtime pay a bargaining unit member may choose to accrue compensatory time, except as set forth in Section 11. The accumulation of compensatory time shall be limited to a total maximum accrual of two hundred twenty-five (225) hours, inclusive of conversion to the time and one half rate.

Section 11

Employees assigned to the Communications Division (2230) whose role is to answer non-emergency calls, 9-1-1 emergency calls, dispatch, or supervise the Emergency Communications Center will follow a 36/48 hours scheduled workweek. These employees will be assigned to squads, which will be divided into two shifts (day and night). Squad A will work 36 hours the first week, then 48 hours the following week. Squad A will continue in the pattern of 36 then 48. Squad B will work 48 hours the first week and then 36 hours the following week. Squad B will then continue the pattern of 48 then 36.

Hours worked are defined consistent with Article 24 Section 5 for overtime purposes. The employee will receive 8 hours of overtime for the hours scheduled over 40 hours during the 48-hour workweek, this is considered scheduled overtime and the employee's regular schedule. Employees may choose to accrue compensatory time in lieu of pay for up to half (4 hours) of those additional 8 hours. During the 36-hour workweek, employees will be paid straight time for all hours worked up to 40 hours that workweek. For employees using vacation time, vacation time will be deducted based on the number of hours the employee is regularly scheduled to work during the week the employee requests vacation. Employees may not swap a 36-hour workweek for a 48-hour workweek and vice versa. It is the intent of the parties to maintain the schedule until such time as they agree otherwise in writing or through the statutory collective bargaining process.

**PBSO AND THE PBA AGREE FURTHER:**

2. The Parties have full legal authority to enter into the Memorandum of Understanding.
3. This Memorandum of Understanding shall be effective on January 8, 2024 and upon execution by both parties.

**IN WITNESS THEREOF**, THE Parties have caused the Memorandum of Understanding to be signed by their authorized representative on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**FOR THE PBSO**

**FOR THE PBA**

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**Ric L. Bradshaw, Sheriff**

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**John Kazanjian, President**

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**Catherine Kozol, Agency Attorney**