

**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:

**ARTICLE 28
PROMOTIONS**

Section 1.

Promotions for Unit Manager and Section Manager will be made pursuant to the General Order for Non-Sworn Promotion Process, except as provided below.

Section 2.

Promotion eligibility lists shall be utilized to fill vacant civilian management positions. As necessary, multiple promotion eligibility lists may be issued based on the specific position(s) to be filled, preferred skills or supervisory experience at issue, and need for different examinations.

Section 3.

Promotion eligibility lists shall remain in effect and may be utilized for promotions for two (2) years. Vacancies that occur after expiration of a list, but prior to certification of a new list, shall be filled from the new list. Vacancies that occur prior to the expiration of a promotional eligibility list will be filled from the list existing at the time of the vacancy in accordance with this Article. PBSO may select the most qualified candidates from the eligibility lists.

~~Section 4.~~

~~For all promotional processes, PBSO shall give notice of at least ninety (90) days before the scheduled promotion.~~

Section 5.

Bargaining unit members must apply online by submitting an Oracle iRecruitment electronic internal application for the posted position by the specified closing date in the promotion announcement.

Members are required to use Power DMS to review and obtain copies of the promotion packet, including the minimum criteria for consideration, and then electronically sign, acknowledging receipt.

Section 6.

The civilian examinations for Unit Manager shall consist of passing the management required course and oral interview board.

- For Unit Manager, promotions shall be open to only those civilian employees who have completed at least two (2) years of continuous full-time status as a PBSO civilian employee and at least two (2) years of supervisory experience within an existing PBSO department. As an alternative to the required supervisory experience employees may elect to take specific, PBSO identified leadership/supervisory course(s) and/or webinar(s), as well as PBSO training courses with supervisory curriculum (the "Civilian Leadership Academy"). If employees elect to complete the Civilian Leadership Academy, upon successful completion, the participants shall be permitted to use these courses as an equivalency for the supervisory experience requirement.
- For Section Manager, promotions will require only the oral interview. Candidates must have two (2) years of experience as a Unit Manager to sit for the oral interview.
- In addition to the requirement for supervisory experience, each job posting may contain preferred or required qualifications regarding education and experience.
- All positions shall be initially posted internally for those who qualify.

Successful candidates will be placed on the Eligibility list for civilian management positions based on their completion of the management course and the oral interview, both of which are pass/fail.

Section 7.

Promotional Process

Bargaining unit members shall complete the PBSO identified leadership and supervisory course and pass the applicable course with a score of 70% or better.

The oral board interview shall consist of ten (10) objective questions about the specific department/position.

Section 8.

PBSO shall select the most qualified candidates from the eligibility lists, provided that the selected person(s) has not been suspended for ten (10) or more days for one or more incidents within an eighteen (18) month period prior to the date of the promotion.

The Sheriff may delay or deny a promotion with respect to any person who is the subject of an active investigation by any law enforcement agency.

Section 9.

Notwithstanding the above sections, the Sheriff may at his discretion, make any promotions or hiring decisions if the Sheriff determines that it is in the best interest of the Agency.

PBSO AND THE PBA AGREE FURTHER:

1. The Parties have full legal authority to enter into the Memorandum of Understanding.
2. This Memorandum of Understanding shall be effective 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 15th day of July, 2024.

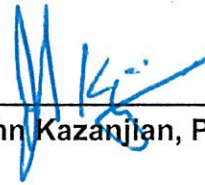
FOR THE PBSO



Ric L. Bradshaw, Sheriff

Catherine M. Kozol
Catherine Kozol, Agency Attorney

FOR THE PBA



John Kazanjian, President