

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOWN OF SEWALL'S POINT
AND
THE PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION, INC.

WHEREAS, The Town of Sewall's Point ("TOWN") and the Palm Beach County Police Benevolent Association, Inc. ("PBA") entered into a collective bargaining agreement that became effective on October 24, 2023;

WHEREAS, the collective bargaining agreement provided for the TOWN and PBA ("the Parties") to reopen wages (Article 25) and one (1) additional article of their choosing for negotiation;

WHEREAS, the Parties met and collectively bargained for the modified terms;

NOW, THEREFORE, the Parties have collectively bargained for modifications to Article 25 and Article 19 as follows:

1. Article 25 has been modified as reflected in Exhibit A, which was Tentatively Agreed to by the Parties on August 28, 2024.
2. Article 19 has been modified as reflected in Exhibit B, which was Tentatively Agreed to by the Parties on August 28, 2024.
3. The modifications to Articles 25 and 19 shall be implemented on the first full pay period after ratification of this MOU by both Parties.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be signed by their duly authorized representatives effective on the first full pay period after September 9, 2024.

THE TOWN OF SEWALL'S POINT




JOHN TOMPECK, MAYOR



Town Clerk, APRIL C. STONCIUS, MMC

THE PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION, INC.



President, Palm Beach County Police
Benevolent Association, Inc.

Date of Ratification by Bargaining Unit: 9-6-24

Date of Ratification by the Town: 9-9-24

EXHIBIT A

ARTICLE 19 WORKWEEK AND OVERTIME

Section 19.1.

The standard work period for employees shall be ~~86~~84 hours in the 14-day work period pursuant to the 7(k) exemption under the Fair Labor Standards Act. All time worked by employees in excess of ~~86~~84 hours in a 14-day work period shall be considered overtime which shall be paid at a rate of one and one half times their regular rate of pay.

The TOWN has the right to change work/shift schedules, work cycles, and starting times when operational necessity requires during the term of this Agreement.

Section 19.2.

Time worked for purposes of calculating overtime pay shall only include actual hours worked. Vacation Leave, Sick Leave, Compensatory Time Off, training and off-duty details are not hours worked for purposes of calculating overtime.

Section 19.3.

Employees may request to earn Compensatory Time Off in lieu of overtime pay when hours worked exceed ~~86~~84 during the 14-day work period. The Chief of Police has the sole discretion to approve or deny such a request; when denied, the employee shall be paid overtime. Employees shall not accrue more than 40 hours of Compensatory Time Off at any given time. The use of Compensatory Time Off shall be granted in accordance with applicable law. Use of Compensatory Time Off will generally not be granted around major holidays, unless the Police Chief determines that the Department will not suffer undue operational hardship, or upon the Chief's determination that the Department is, or will be, in a state of emergency. Compensatory time may only be requested up to a maximum of ninety (90) days in advance.

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Section 19.4.

The TOWN retains the right to make changes in shifts and schedules.

Section 19.5.

An employee who is directed to report for work during a declared state of emergency and fails to do so is subject to discipline.

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EXHIBIT B

ARTICLE 25 WAGES

Section 25.1.

Effective upon ratification of the Reopener MOU, Union members shall continue to participate in the Police Department Step Pay Plan as set forth in Section 25.3.

Section 25.2.

During the Term, effective on their Anniversary Date, all employees have the opportunity to advance one (1) step and receive the accompanying increase in base pay pursuant their Performance Evaluation and Police Department Step Pay Plan as set forth in Section 25.3.

The Anniversary Date is the date of completion of field training and annually thereafter. For employees hired on or after October 10, 2023, the Anniversary Date is 18 months after the date of hire and annually thereafter.

Section 25.3.

Effective ^{the 1st full pay period after} upon ratification of the Reopener MOU by both parties, the following Police Department Step Pay Plan shall become effective:

Police Department Step Pay Plan <u>(Hourly Rate)</u>					
Position	Probationary Officer <i>Entry-Level</i>	Police Officer I	Police Officer II	Master Officer	Sergeant
Step 1 Starting Pay	<i>\$47,450</i> <u>\$28.85</u>				
Step 2	<i>\$49,822</i> <u>\$30.00</u>				

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Step 3		<u>\$52,313</u> <u>\$31.20</u>	<u>\$52,313</u>		
Step 4		<u>\$54,929</u> <u>\$32.45</u>	<u>\$54,929</u>		
Step 5		<u>\$57,675</u> <u>\$33.75</u>	<u>\$33.75</u> <u>\$57,675</u>		
Step 6		<u>\$60,559</u> <u>\$35.10</u>	<u>\$35.10</u> <u>\$60,559</u>		
Step 7		<u>\$63,587</u> <u>\$36.50</u>	<u>\$36.50</u> <u>\$63,587</u>		<u>\$70,651</u> <u>\$40.15</u>
Step 8		<u>\$66,766</u> <u>\$37.96</u>	<u>\$37.96</u> <u>\$66,766</u>	<u>\$66,766</u> <u>\$39.48</u>	<u>\$74,184</u> <u>\$41.76</u>
Step 9		<u>\$70,104</u> <u>\$39.48</u>	<u>\$39.48</u> <u>\$70,104</u>	<u>\$70,104</u> <u>\$41.06</u>	<u>\$78,088</u> <u>\$43.43</u>
Step 10		<u>\$41.06</u>	<u>\$41.06</u> <u>\$71,857</u>	<u>\$42.70</u> <u>\$71,857</u>	<u>\$80,090</u> <u>\$45.16</u>
Step 11			<u>\$42.70</u> <u>\$73,653</u>	<u>\$73,653</u> <u>\$44.41</u>	<u>\$82,144</u> <u>\$46.97</u>
Step 12			<u>\$44.01</u> <u>\$75,495</u>	<u>\$75,495</u> <u>\$46.18</u>	<u>\$84,249</u> <u>\$48.85</u>
Step 13			\$77,768	\$77,768	\$86,409
Step 14				\$79,713	\$88,569
Step 15				\$81,706	\$90,783
Step 16				\$83,748	\$93,053
Step 17				\$85,842	\$95,379
Step 18				\$87,988	
Step 19				\$90,188	
Note: <u>Above line = 54%</u> between <u>all</u> Steps; <u>Below line = 2.5%</u> between Steps.					
Hiring Rates: When a position in the bargaining unit is filled by hiring a candidate with prior law enforcement experience from another agency, the					

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Police Chief, ~~in consultation with~~ the approval of the Town Manager, in their discretion may approve the initial starting salary up to Step 4 of the Salary Plan. The placement into a Step that is higher than the starting pay will take into consideration the candidate's years of service, training, qualifications, and experience in law enforcement.

Step 1	New officers with no experience start at Step 1. Officers with recent and relevant police experience may start at Step 4 at the sole discretion of the Town Manager.
Step 2	Satisfactory completion of the 1-year probationary period commencing on the completion of Field Training; for employees hired on or after October 10, 2023, successful completion of the 18-month probationary period.
Step 3	Successful completion of radar training, breath test operator training, and an above average overall evaluation.
Steps 3- 9 <u>10</u> as Police Officer I	Completion of a minimum of 24 hours of pre-approved advanced training; and an above average overall evaluation each year.
Promotion to Police Officer II	Employment by the Department for a minimum of 5 years; and Possession an Associate's Degree from an accredited college/university; and Completion cumulatively of at least 150 hours of pre-approved career development training, which must include (a) Field Training Officer and (b) Standard Field Sobriety Testing; an above average overall evaluation; and Recommendation of the Chief of Police
Steps 5 <u>13</u> - 12 <u>12</u> as Police Officer II	Completion of a minimum of 24 hours of pre-approved advanced training; and an above average overall evaluation each year.

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Promotion to Master Officer	Employment by the Department for a minimum of 7 years; and Possession of a Bachelor's Degree from an accredited college/university; and Completion cumulatively of at least 250 hours of pre-approved career development training; an above average overall evaluation; and Recommendation of the Chief of Police.
Steps 8- 19 <u>12</u> as Master Officer	A minimum of 24 hours of advanced training each year; and an above average overall evaluation each year.

Section 25.4.

Local State of Emergency (LSA). Employees who are required to work once a LSA is declared by the Town during the hours that all other non-essential staff are not working and Town Hall is officially closed shall be compensated at 1.5 times the base rate of pay for hours actually worked, plus eight (8) hours each day that non-essential staff are paid for not reporting to duty, for up to a maximum of seven (7) days. The LSA premium pay may be extended by specific action of the Town Commission in its sole discretion at the time an LSA is extended. NOTE: an LSA may be extended by the Town Commission and the Town Manager has the sole discretion to determine whether such extension would include an extension of LSA premium pay.

Employees who call out sick during the same pay period during which they earned LSA premium pay and who do not provide a physician note indicating the inability to report to work due to illness shall not be paid the LSA premium pay for the day(s) on which the call out occurred but shall receive Sick Leave pay.

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