

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE VILLAGE OF TEQUESTA AND
THE PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION**

THE VILLAGE OF TEQUESTA (öVILLAGEö) and the PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION (öPBAö) agree on the following Memorandum of Understanding (öMOUö) which amends Article 21, PROMOTIONS, of the parties' current Collective Bargaining Agreement (öCBAö) as followsö

ARTICLE 21 PROMOTIONS

The following procedures will be used for the promotion of police officers to the rank of Sergeant. These procedures are meant to apply to sergeant positions which supervise traditional police functions in effect in the Police Department on October 1, 2015.

Section 1:

The Village will announce promotion examinations at least forty-five (45) days in advance. The Village will also list the areas the examination will cover. All materials, if any, shall be provided to employee(s) taking the examination for the entire time period between announcement of the examination and the examination. Request to take the examination must be submitted within fourteen (14) days of posting.

Section 2:

To be eligible for promotion to sergeant, a police officer must meet the following requirements:

1. Successful completion of his/her probationary period of employment with the Village of Tequesta Police Department, and
2. Must be presently certified by the State of Florida as a police officer, and
3. Have a total of two and half (2 1/2) years experience as a full-time certified police officer.

Section 3:

All sworn personnel desiring promotion in the Police Department will be required to take the appropriate promotional examination. In addition to the general requirements for promotion, employees will be required to meet the following qualifications to be admitted to such examination.

1. Anyone taking an examination shall be an employee of the Police Department of the Village of Tequesta.
2. An employee within the period of an authorized leave of absence from the Police Department of the Village of Tequesta shall be eligible to take such examination,

provided the period of the leave of absence shall not be considered in calculating the time in grade requirement of these rules.

Candidates must obtain a minimum examination score of 80% during the in-basket exam to be eligible for further consideration.

Additionally, seniority points assigned on the basis of one-half (1/2) point for each year of continuous uninterrupted sworn service with the Village shall be applied.

Authorized leaves of absence, for the purpose of this Article, shall not be considered an interruption of continuous service.

Seniority points, however, shall not accrue during authorized leaves of absence.

College points based on one point for every 30 semester hours of college credits attained by the employee shall be applied up to a maximum of five (5) points.

Military points based on one point for every full year of service of active duty shall be applied up to a maximum of five (5) points.

Seniority, college and/or military points (up to a combined total of five (5) points for college credits and military service only) will be added to the final merline of the in-basket exam.

Section 4:

The scores from the above testing procedures will then be posted and a promotional list will be made containing the names of the three officers with the highest scores. The promotional list will be good for one (1) year. The Chief of Police in his sole discretion shall pick one of the officers for promotion. If the officer declines the promotion, the Chief of Police may choose another individual from the list of three. The scores from any examinations shall be retained for at least one (1) year after the promotion and shall be available for any candidate to see his/her own scores.

Section 5:

Upon promotion, the employee will serve a twelve (12) month probationary period.

Section 6:

If there are no successful candidates, the Chief of Police may appoint from inside or recruit an outside candidate to fill the position.

Section 7:

The process above shall only be for one (1) time promotional exam and then this MOU will automatically expire, reverting to the original Article 21 contract language.

The Parties hereto represent that they have full legal authority to enter into this Memorandum of Understanding. In addition, the Parties agree that this represents the entire MOU and agreement between VILLAGE and PBA as to Article 21, and the remainder of the Contract remains in full force and effect.

IN WITNESS THEREOF, the Parties have caused this Memorandum of Understanding to be signed by their duly authorized representatives on the ____ day of November, 2015.

FOR THE VILLAGE

FOR THE PBA
