

**MEMORANDUM OF UNDERSTANDING WITH REGARD TO ALL
FULL-TIME PERSONNEL EMPLOYED BY THE VILLAGE OF TEQUESTA
REPRESENTED BY THE PALM BEACH COUNTY POLICE BENEVOLENT
ASSOCIATION, INC., WITHIN PERC BARGAINING UNIT NUMBERED 1615
AND PERTAINING TO PROMOTIONS**

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

1. Article 21 (Promotions) is amended as follows:

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 870% during the assessment to be eligible for further consideration. Written promotional examinations shall be augmented by oral interviews and staff evaluations. The oral interview shall be conducted by the Chief of Police and Assistant Chief of Police. At the Chief of Police's discretion, members of neighboring law enforcement agencies may participate in the oral interviews. The respective weights given to written examinations, oral interviews, and staff evaluations to determine the candidate's total rating shall be determined by the Chief of Police. 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 active duty service shall be applied up to a maximum of five (5) points. One point for every four years of Reserve or National Guard service (active drilling) 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 score of the assessment.

The VILLAGE and the PBA Agree Further:

1. That the foregoing amendment to the Collective Bargaining Agreement between the Village and the PBA is necessary in order to memorialize the intentions of, and the agreement between, the Parties pertaining to all bargaining unit members' PBA counsels and/or representatives, and the Village's recognition of and respect for the representational status of the PBA counsels and representatives;
2. That this Memorandum of Understanding shall be effective from its full execution through and including September 30, 2019; and,
3. That the Parties have full legal authority to enter into this Memorandum of Understanding.

IN WITNESS THEREOF, the Parties have caused this Memorandum of Understanding to be signed by their duly authorized representatives on this _____ day of _____, 2018.

FOR VILLAGE

Michael Couzzo, Village Manager

Gus Medina, Chief of Police

FOR THE PBA

John Kazanjian, President

PBA Legal Counsel