



TOWN OF HIGHLAND BEACH TOWN COMMISSION SPECIAL / FIRST PUBLIC HEARING BUDGET MEETING AGENDA

Thursday, September 10, 2026 AT 5:01 PM

**TOWN HALL COMMISSION CHAMBERS
3614 S. OCEAN BLVD., HIGHLAND BEACH, FL**

Town Commission

**Natasha Moore
David Stern
Donald Peters
Judith M. Goldberg
Jason Chudnofsky**

**Mayor
Vice Mayor
Commissioner
Commissioner
Commissioner**

**Marshall Labadie
Lanelda Gaskins
Leonard G. Rubin**

**Town Manager
Town Clerk
Town Attorney**

-
- 1. CALL TO ORDER**
 - 2. ROLL CALL**
 - 3. PLEDGE OF ALLEGIANCE**
 - 4. ADDITIONS, DELETIONS, AND APPROVAL OF THE AGENDA**
 - 5. FIRST READINGS / PUBLIC HEARINGS:**

A. Resolution No. 2026-014

A Resolution of the Town Commission of the Town of Highland Beach, Florida adopting a Final Millage Rate of 3.4227 Mils for the Town's General Operating Fund for the Fiscal Year beginning October 1, 2026, and ending September 30, 2027; providing for that the Final Millage Rate of 3.4227 Mils is 4.4143 percent greater than the computed rolled back rate of 3.2780 Mils; providing for severability, conflicts, and an effective date.

B. Resolution No. 2026-015

A Resolution of the Town Commission of the Town of Highland Beach, Florida, adopting a Final Budget for Fiscal Year beginning October 1, 2026, and ending September 30, 2027; determining and fixing the amounts necessary to carry on the government of the Town for the ensuing fiscal year; providing for severality, conflicts, and an effective date.

6. NEW BUSINESS

A. Resolution No. 2026-013

A Resolution of the Town Commission of the Town of Highland Beach, Florida, adopting a Merit Increase Policy for non-union employees and amending the Town of Highland Beach salary table; and providing an effective date.

B. Consider a request to reschedule December 1, 2026 Town Commission Regular Meeting to December 8, 2026 at 1:30 P.M.

C. Ratification of Collective Bargaining Agreement (CBA) between the Town of Highland Beach and the Highland Beach Professional Firefighters, Local 5504, IAFF, Inc. (HBPF) effective October 1, 2026 through September 30, 2029, and authorize the Mayor and Town Manager to execute the agreement.

7. TOWN MANAGER REVIEW

8. COMMISSION MEETINGS

September 24, 2026 Town Commission Special Second Public Hearing Budget Meeting

9. ADJOURNMENT

NOTICE: If a person decides to appeal any decision made by the Town Commission with respect to any matter considered at this meeting, you will need a record of the proceedings, and you may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (The above notice is required by State Law. Anyone desiring a verbatim transcript shall have the responsibility, at his own cost, to arrange for the transcript).

Pursuant to the provision of the Americans with Disabilities Act, any person requesting special accommodations to participate in these meetings, because of a disability or physical impairment, should contact the Town at 561-278-4548 at least five calendar days prior to the Hearing.

File Attachments for Item:

A. Resolution No. 2026-014A Resolution of the Town Commission of the Town of Highland Beach, Florida adopting a Final Millage Rate of 3.4227 Mils for the Town's General Operating Fund for the Fiscal Year beginning October 1, 2026, and ending September 30, 2027; providing for that the Final Millage Rate of 3.4227 Mils is 4.4143 percent greater than the computed rolled back rate of 3.2780 Mils; providing for severability, conflicts, and an effective date.



RESOLUTION NO. 2026-014

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, ADOPTING A FINAL MILLAGE RATE OF 3.4227 MILS FOR THE TOWN'S GENERAL OPERATING FUND FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027; PROVIDING THAT THE FINAL MILLAGE RATE OF 3.4227 MILS IS 4.4143 PERCENT GREATER THAN THE COMPUTED ROLLED BACK RATE OF 3.2780 MILS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the Town Manager has made a recommendation as to the amount necessary to be appropriated for the fiscal year commencing October 1, 2026, and ending September 30, 2027, and the Town Commission has reviewed and considered a final budget for the upcoming fiscal year, with detailed information, including revenues to be derived from sources other than the ad valorem levy; and

WHEREAS, having conducting all required advertised public hearings, the Town Commission determines that the adoption of this Resolution is in the best interests of the Town and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA:

Section 1. The final millage rate necessary to be levied against ad valorem valuation of property subject to taxation in the Town of Highland Beach, Florida, to produce a sufficient sum which together with departmental and other revenues will be sufficient to pay for appropriations made in the budget for the fiscal year beginning October 1, 2026, and ending September 30, 2027, is hereby set at 3.4227 mils, plus 0.1648 for voted debt service, for a final millage rate of 3.5875.

Section 2. The final operating millage rate of 3.4227 is 4.4143 percent greater than the computed rolled-back rate of 3.2780.

Section 3. If any clause, section, or other parts of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and shall in no way affect the validity of the remaining portions of this Resolution.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This Resolution shall become effective immediately upon passage and shall be implemented as of October 1, 2026.

DONE AND DULY ADOPTED by the Town Commission of the Town of Highland Beach, Florida, this ____ day of _____, 2026.

Natasha Moore, Mayor

ATTEST:

**REVIEWED FOR LEGAL
SUFFICIENCY:**

Lanelda Gaskins, MMC
Town Clerk

Leonard Rubin, Town Attorney
Town of Highland Beach

VOTES:

Mayor Natasha Moore
Vice Mayor David Stern
Commissioner Donald Peters
Commissioner Judith M. Goldberg
Commissioner Jason Chudnofsky

YES NO

File Attachments for Item:

B. Resolution No. 2026-015

A Resolution of the Town Commission of the Town of Highland Beach, Florida, adopting a Final Budget for Fiscal Year beginning October 1, 2026, and ending September 30, 2027; determining and fixing the amounts necessary to carry on the government of the Town for the ensuing fiscal year; providing for severality, conflicts, and an effective date.



RESOLUTION NO. 2026-015

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, ADOPTING A FINAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027; DETERMINING AND FIXING THE AMOUNTS NECESSARY TO CARRY ON THE GOVERNMENT OF THE TOWN FOR THE ENSUING FISCAL YEAR; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the Town Manager has made a recommendation as to the amount necessary to be appropriated for the fiscal year commencing October 1, 2026, and ending September 30, 2027, and the Town Commission has reviewed and considered a final budget for the upcoming fiscal year, with detailed information, including revenues to be derived from sources other than the ad valorem levy; and

WHEREAS, the Town Commission has met and considered the recommendations, the suggested budget, and the proposed millage necessary to be levied to carry on the government of the Town for the ensuing fiscal year; and

WHEREAS, on November 7, 2023, the Town Commission adopted Ordinance No. 2023-004, which increased the funding limitations set forth in Section 2.01(30) of the Town Charter and provided for an annual adjustment of this funding limitation on June 1st of each year in accordance with the Regional Consumer Price Index (CPI) for the Miami-Fort Lauderdale-West Palm Beach Metropolitan Statistical Area (MSA); and

WHEREAS the Regional Consumer Price Index (CPI) for the Miami-Fort Lauderdale-West Palm Beach MSA (Series ID: CUURS35BSA0, CUUSS35BSA0) increased by 3.3582% from June 1, 2025, to June 1, 2026, and the Town Commission wishes to fix the adjustment to the Town's funding limitation based on the CPI increase; and

WHEREAS, having conducted all required advertised public hearings, the Town Commission determines that the adoption of this Resolution is in the best interests of the Town and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA:

Section 1. The final budget of the Town of Highland Beach, for the fiscal year beginning October 1, 2026, and ending September 30, 2027, as set forth in Exhibit A attached hereto and incorporated herein, is hereby adopted and the appropriations set out

therein are hereby made to maintain and carry on the government of the Town of Highland Beach, Florida. The Town Commission appropriates the sum of \$30,488,228 in new revenue, for the payment of operating expenditures for the Town Government pursuant to the terms of the adopted budget.

Section 2. All delinquent taxes collected during the ensuing fiscal year as proceeds from levies of operating millages of prior years are hereby specifically appropriated for the use of the General Fund.

Section 3. All funds appropriated for the 2025/2026 fiscal year, which are encumbered, but unexpended as of the last day of the fiscal year, shall be deemed re-appropriated for the same purposes for the 2026/2027 fiscal year.

Section 4. The funding limitation set forth in Section 2.01(30) of the Town Charter is hereby adjusted from \$960,345 to \$992,595 for the FY2026/FY2027 budget cycle, in accordance with the Regional Consumer Price Index adjustment.

Section 5. If any clause, section, or other parts of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and shall in no way affect the validity of the remaining portions of this Resolution.

Section 6. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent to such conflict.

Section 7. This Resolution shall become effective immediately upon its passage.

DONE AND DULY ADOPTED by the Town Commission of the Town of Highland Beach, Florida, this ____ day of _____, 2026.

Natasha Moore, Mayor

ATTEST:

**REVIEWED FOR LEGAL
SUFFICIENCY:**

Lanelda Gaskins, MMC
Town Clerk

Leonard Rubin, Town Attorney
Town of Highland Beach

VOTES:

YES NO

Mayor Natasha Moore
Vice Mayor David Stern
Commissioner Donald Peters
Commissioner Judith M. Goldberg
Commissioner Jason Chudnofsky

Exhibit A

TOWN OF HIGHLAND BEACH FLORIDA ALL FUNDS SUMMARY REPORT FY2027

	General Fund	Building Fund	Water Fund	Sewer Fund	Total	%
PROPERTY TAXES	\$ 14,811,170				\$ 14,811,170	49%
INTER-GOVERNMENTAL	948,900				948,900	3%
FRANCHISE FEES	581,000				581,000	2%
SALES AND USE TAX	227,000				227,000	1%
CHARGES FOR SERVICES	1,547,000	2,136,800	4,148,000	2,190,000	10,021,800	33%
GRANTS	46,292			-	46,292	0%
FINES AND FORFEITURES	20,700	54,000			74,700	0%
INVESTMENT EARNINGS	440,348	125,000	60,000	110,000	735,348	2%
RENTS AND LEASES	58,000				58,000	0%
TRANSFERS IN	1,450,000	55,000	385,000		1,890,000	6%
MISCELLANEOUS REVENUES	10,000		-		10,000	0%
APPROP FROM RESERVES	-	651,870	347,148	85,000	1,084,018	4%
	<u>\$ 20,140,410</u>	<u>\$ 3,022,670</u>	<u>\$ 4,940,148</u>	<u>\$ 2,385,000</u>	<u>\$ 30,488,228</u>	100%
OPERATING EXPENSES	\$ 4,699,564	\$ 761,790	\$ 1,672,200	\$ 1,615,000	\$ 8,748,554	29%
PERSONAL SERVICES	13,626,131	1,106,080	1,607,179	-	16,339,390	54%
CAPITAL OUTLAY	1,026,500	254,800	300,000	385,000	1,966,300	6%
DEBT SERVICE	733,215	-	810,769	-	1,543,984	5%
TRANSFERS OUT	55,000	900,000	550,000	385,000	1,890,000	6%
APPROP TO RESERVES	-	-	-	-	-	0%
	<u>\$ 20,140,410</u>	<u>\$ 3,022,670</u>	<u>\$ 4,940,148</u>	<u>\$ 2,385,000</u>	<u>\$ 30,488,228</u>	100%

File Attachments for Item:

A. Resolution No. 2026-013

A Resolution of the Town Commission of the Town of Highland Beach, Florida, adopting a Merit Increase Policy for non-union employees and amending the Town of Highland Beach salary table; and providing an effective date.



RESOLUTION NO. 2026-013

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, ADOPTING A MERIT INCREASE POLICY FOR NON-UNION EMPLOYEES AND AMENDING THE TOWN OF HIGHLAND BEACH SALARY TABLE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Highland Beach, Florida, is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and,

WHEREAS, the Town of Highland Beach has a ratified union collective bargaining agreement with the PBA and IAFF for the Town's unionized workforce; and,

WHEREAS, to better ensure that the Town recognizes the value of its non-unionized employees and the Town wishes to adopt a merit increase resolution for its non-unionized employees for fiscal year (FY) 2027; and,

WHEREAS, to further enhance its ability to retain and recruit various position types and classifications within South Florida region, the Town recognizes the need to update its FY 2026 Salary Table to be competitive with similarly situated municipalities and to recognize regional economic changes.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, THAT:

SECTION 1. The Town Commission hereby establishes the following merit increase policy for non-unionized employees (hereafter "Eligible Employees") during FY 2027:

An annual evaluation is to be completed for each Eligible Employee. For each Eligible Employee obtaining an evaluation that "meets expectations" or "exceeds expectations" for all categories on the evaluation, he or she shall receive a six (6%) percent merit increase to his or her salary to be paid out over 26 pay periods. This policy is only for the Town's FY 2026-2027 and shall not have any impact on future fiscal years.

SECTION 2. The Town Commission hereby amends the Town of Highland Beach FY 2026 Salary Table to adjust the minimum, midpoint and maximum salary amounts listed for each of the pay grades (10-38) pursuant to the 12-month Consumer Price Index for All Urban Consumers (CPI-U) All Items for Miami-Fort Lauderdale-West Palm Beach (Series ID No. CUURA320SA0), not seasonally adjusted, published by the United States Bureau of Labor Statistics on September 11, 2026 to be effective September 30, 2026.

SECTION 3. This resolution shall become effective upon the start of the Town's FY 2026-2027 budget on October 1, 2026.

DONE AND ADOPTED by the Town Commission of the Town of Highland Beach, Florida, on this 10th day of September 2026.

Natasha Moore, Mayor

ATTEST:

**REVIEWED FOR LEGAL
SUFFICIENCY:**

Lanelda Gaskins, MMC
Town Clerk

Leonard G. Rubin, Town Attorney

YES NO

VOTES:

Mayor Natasha Moore
Vice Mayor David Stern
Commissioner Donald Peters
Commissioner Judith Goldberg
Commissioner Jason Chudnofsky

File Attachments for Item:

B. Consider a request to reschedule December 1, 2026 Town Commission Regular Meeting to December 8, 2026 at 1:30 P.M.



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission

MEETING DATE 09/01/2026

SUBMITTED BY: Lanelda Gaskins, Town Clerk

SUBJECT: Request to Reschedule December 1, 2026 Town Commission Regular Meeting

SUMMARY:

The Town Commission meetings are held on the first Tuesday of the month. The December 1, 2026 meeting conflicts with Commissioner Goldberg's schedule. To avoid this scheduling conflict, Commissioner Goldberg requests that the meeting be rescheduled to December 8, 2026, at 1:30 P.M.

FISCAL IMPACT:

None.

ATTACHMENTS:

None.

RECOMMENDATION:

Commission discretion.

File Attachments for Item:

C. Ratification of Collective Bargaining Agreement (CBA) between the Town of Highland Beach and the Highland Beach Professional Firefighters, Local 5504, IAFF, Inc. (HBPF) effective October 1, 2026 through September 30, 2029, and authorize the Mayor and Town Manager to execute the agreement.



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting

MEETING DATE September 10, 2026

SUBMITTED BY: Town Manager's Office

SUBJECT: Ratification of Collective Bargaining Agreement (CBA) between the Town of Highland Beach and the Highland Beach Professional Firefighters, Local 5504, IAFF, Inc. (HBPF) effective October 1, 2026 through September 30, 2029, and authorize the Mayor and Town Manager to execute the agreement.

SUMMARY:

Attached is the Collective Bargaining Agreement (CBA) between the Town of Highland Beach and the Highland Beach Professional Firefighters, Local 5504, IAFF, Inc. (HBPF), effective October 1, 2026, through September 30, 2029.

This agreement represents the inaugural collective bargaining agreement for the Highland Beach Fire Rescue Department and an important milestone in the continued development of the Town's municipal fire rescue service. The agreement was negotiated in good faith and has been tentatively agreed to by both HBPF and the Town's negotiating team.

The proposed agreement is fair, competitive, and fiscally responsible. It appropriately recognizes and compensates the important work performed by the Town's dedicated Firefighter/Paramedics, Driver/Engineers, and Captains, while balancing the operational needs of the Fire Rescue Department with the Town's commitment to sound long-term financial management.

The agreement establishes a comprehensive framework governing wages, benefits, hours of work, working conditions, and other terms of employment for bargaining-unit personnel. Importantly, the financial provisions of the agreement have been evaluated within the context of the Town's long-term financial planning and are structured to maintain fiscal sustainability while ensuring that Highland Beach remains competitive in recruiting and retaining highly qualified fire rescue professionals.

As the first labor agreement for the Highland Beach Fire Rescue Department, this CBA also provides an important foundation for the continued growth, stability, and professional development of the Department. It reflects the cooperative efforts of both negotiating teams and their shared commitment to providing exceptional fire rescue and emergency medical services to the Highland Beach community.

FISCAL IMPACT:

Budgeted.

ATTACHMENTS:

Collective Bargaining Agreement (CBA) between the Town of Highland Beach and the Highland Beach Professional Firefighters, Local 5504, IAFF, Inc. (HBPF) effective October 1, 2026 through September 30, 2029

Collective Bargaining Agreement

Between

THE TOWN OF HIGHLAND BEACH



and

HIGHLAND BEACH PROFESSIONAL
FIREFIGHTERS, LOCAL 5504, IAFF, INC.



October 1, 2026, through September 30, 2029

August 19, 2026

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Agreement

THIS AGREEMENT is entered into by the Town of Highland Beach, Florida, a municipal corporation, hereinafter referred to as the "Town" and the HIGHLAND BEACH PROFESSIONAL FIREFIGHTERS, LOCAL #5504, IAFF, INC., hereinafter referred to as the "Union".

Preamble

WHEREAS, it is recognized by the parties hereto that the declared public policy as expressed in Part II, Chapter 447, Florida Statutes is to promote harmonious and cooperative relationships between the Town and its employees. Both collectively and individually, and to protect the operations and functions of Town government; and

WHEREAS, it is the intention of the parties to this agreement to set forth the entire agreement with respect to matters within the scope of negotiations, thereof, the parties hereby agree:

Article 1 – Recognition

SECTION 1: The Town hereby recognizes the Union as the exclusive representative for Firefighter, Driver Engineer, and Captain, as set forth in Certification 2152 as determined by the Florida Public Employees Relations Commission, from time to time.

SECTION 2: This representation shall be for the purpose of collective bargaining with respect to wages, hours, and terms and conditions of employment.

SECTION 3: The Town and the Union agree to print their own copies of the Agreement, but will use the same draft of the Agreement, subject to approval by both parties. The

Town will maintain the most current Agreement on the Town's internet and intranet sites.

Article 2 – Management Rights

SECTION 1: The Union and the bargaining unit employees recognize that the Town has the exclusive right to manage and direct the various departments of the Town. Accordingly, the powers and authority which the Town has not specifically abridged, delegated, or modified by the express provisions of this Agreement are retained by the Town. Therefore, the Town specifically, but not by way of limitation, reserves the exclusive right to determine the mission of the Town and its various departments, divisions and other units of organization; set standards of service, establish and implement policies and procedures related to employment, promotions, position classification, discipline for just cause, transfer, assignment, and scheduling of employees; subcontract work; merge, consolidate, or close a department or any part thereof or expand, reduce, alter, combine, assign or cease any job; control the use of equipment and property of the Town; fill any job on a temporary, emergency, or interim basis; determine the number, location and operation of headquarters, annexes, divisions, substations, and departments thereof; schedule and assign the work to the employees and determine the size and composition of the work force; formulate and implement departmental policy, rules and regulations; and introduce new or improved services, maintenance procedures, materials, facilities and equipment. If the Town fails to exercise any one or more of the above functions from time to time, it shall not be deemed a waiver of the Town's right to exercise any or all such functions. Any right or

privilege of the Town not specifically relinquished by the Town in this Agreement shall remain with the Town.

SECTION 2: If, at the discretion of the Town Manager, it is determined that civil emergency conditions exist, i.e., riot, civil disorder or natural disaster, the provisions of this Agreement may be suspended for good cause by the Town Manager during the time of such emergency, provided that the Union is notified as soon as is practical and further provided that wage rates and monetary fringe benefits shall not be suspended.

Article 3 – Non-Discrimination

SECTION 1: The Town and the Union agree not to engage in any discriminatory activity prohibited by law.

SECTION 2: A claim of discrimination and/or retaliation prohibited by law by an employee against the Town shall not be subject to the grievance or arbitration procedures contained in this Agreement but shall only be subject to the method of review prescribed by law or by rules having the force and effect of law.

Article 4 – Prohibition of Strikes

SECTION 1: No employee, union, officer, or agent shall instigate, promote, sponsor, or engage in any strike, slow down, concerted stoppage of work, or any other intentional interruption of the operations of the employer. Any and all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the employer.

SECTION 2: In the event of a strike, slowdown, concerted stoppage of work, or other

intentional interruption of the operations of the employer, the Union shall take direct and immediate action to the fullest extent of its power and influence to bring about a cessation of such activities.

SECTION 3: Those employees found to be in violation of the provisions of Section 1, and the Union, its officers, or agents found to be in violation of any provision of this Article, shall be liable for any damages which are suffered by the Town or other parties affected as a result of a violation of the provisions of this Article.

Article 5 – Union Time Pool

SECTION 1: There shall be created a pool of time to be known as the Union time pool and each employee shall be allowed to voluntarily contribute accrued compensatory time or annual leave for Union business leave. This time may be used for Union business upon approval by the Union President or designee. To use the Union time pool, an employee must provide a replacement of comparable rank acceptable to the Fire Chief or designee. Requests for such time off shall be in writing in advance when possible. If unable to make a written request in advance, such leave may be granted orally and then put in writing on the employee's next scheduled duty day. Use of the Union time pool that causes an employee to miss mandatory scheduled training shall be made up by the employee on the employee's own time.

SECTION 2: Up to three (3) bargaining unit members shall serve on the Negotiation Team, as designated prior to the opening session of bargaining, who shall be granted authorized leave from scheduled work time using hours from the Union Time Pool, for the purpose of attending scheduled negotiation sessions with the Town.

Article 6 – Bulletin Boards

SECTION 1: The Union shall be authorized to erect and maintain one bulletin board, not exceeding 4' x 4' in the Fire Station. The board will be placed in a location mutually acceptable to the Fire Chief and the Union President. This bulletin board shall be used only for notices of official Union business. Copies of such notices shall be provided to the Fire Chief or her/his designee prior to posting.

SECTION 2: Notices posted on these bulletin boards shall not contain inflammatory, defamatory, and/or inciteful remarks regarding the Town or its employees; nor shall any posted material violate or have the effect of violating any law, rule or regulation. Notices must be dated and bear the signature of the Union President, or her/his designee.

SECTION 3: Materials posted in violation of this Article may be removed by the Town.

Article 7 – Probationary Employees

SECTION 1: All new employees shall remain in probationary status in their classification for 365 calendar days.

SECTION 2: Probationary employees shall enjoy the economic benefits herein; however, probationary employees may be terminated without just cause.

SECTION 3: Time spent on leave without pay, light duty assignment, disability leave or military leave (excluding annual reserve obligations) of 30 calendar days or more shall not count towards fulfillment of probationary status.

SECTION 4: Probationary employees shall be immediately eligible for all voluntary and mandatory overtime as outlined in the “Overtime” article of this agreement after documenting the successful completion of the department orientation checklist and

competency sign-off (Policy #1011). The employee shall be initially slotted last on each hours-based voluntary overtime list, with an equal number of hours to the employee in the same rank that has the highest number of hours. The employee shall initially be slotted first on the hours-based mandatory overtime list with an equal number of hours to the employee in the same rank that has the lowest number of hours. This shall also apply to newly promoted employees.

SECTION 5: Time-in-Service provision – After successfully completing the one-year probationary period, experienced firefighters shall receive credit for every year of verified previous full-time paid service as a firefighter/paramedic; firefighter/inspector; or Paramedic with emergency response experience at another public safety department. This time-in-service provision shall only be applied for a candidate's promotional eligibility.

Article 8 – Discipline

SECTION 1: Code of Conduct and Corrective Actions – It shall be the duty of an employee to maintain high standards of cooperation, efficiency and integrity in his or her conduct and work performance with the Town in keeping with the Oath of Office; the laws of the United States, the State of Florida, and the Town of Highland Beach; provision(s) of Departmental or Town Rule(s) or Regulation(s) and Standard Operating Procedure(s).

The Town shall utilize a system of progressive discipline, except where the seriousness of the offense is such that immediate higher levels of discipline are warranted. The level of discipline imposed shall be reasonably related to the nature and severity of the

offense and shall be imposed only for just cause. Based on the severity of the offense, the action imposed by the Town for the first or subsequent offenses may include verbal counseling, written reprimands, a suspension without pay, or termination. All corrective actions and disciplinary actions imposed under this Article shall be for just cause.

SECTION 2: Corrective Actions (grievable through Step 2 of the Grievance Procedure, but not subject to arbitration) are as follows:

Verbal Reprimands are not discipline that is arbitrable under this Agreement. Verbal Reprimands are issued by management to verbally warn an employee about his/her conduct or work performance and counsel the employee on how to improve. A record of the verbal counseling may be maintained in a supervisory working file but shall not become part of the employee's official personnel file and shall be removed after twelve (12) months provided no similar misconduct has occurred.

Written Reprimands are not discipline that is arbitrable under this Agreement. Written Reprimands are issued by management when a verbal reprimand has not resulted in a satisfactory change in the employee's conduct or work performance or when a verbal reprimand is not deemed by management to be sufficiently severe for the offense. Written reprimands shall be removed from the supervisory working file after twenty-four (24) months provided no similar misconduct has occurred during that period. Suspensions of less than one (1) working day are issued by management when a written reprimand has not resulted in a satisfactory change in the employee's conduct or work performance or when a written reprimand is not deemed by management to be sufficiently severe for the offense. A suspension is a removal from the work site which

includes loss of pay for the time specified.

SECTION 3: Disciplinary Actions (grievable through arbitration step) are as follows:

Suspensions of one (1) working day or more are discipline that is grievable under this Agreement. Suspensions of one (1) working day or more are issued by management for just cause when lesser action has not resulted in a satisfactory change in the employee's conduct or work performance or when lesser action is not deemed by management to be sufficiently severe for the offense. A suspension is a removal from the work site which includes loss of pay for the time specified. An employee who has been suspended may supplement his/her paycheck with accrued vacation or comp time at the discretion of the Fire Chief.

Demotion, reduction in pay or reduction in classification(demotion) are disciplines that are grievable under this Agreement.

Termination, a decision to terminate the employment of an employee may be made by management for just cause. A termination of employment is a permanent separation from employment with the Town. A specific reason for termination of employment is not required for a probationary employee who fails to meet probationary standards, and such termination of an employee during the probationary period is not grievable to arbitration.

Article 9 – Grievance

SECTION 1: The following is the procedure for the resolution of grievances, which are defined as disputes between the Town and an employee, or a group of employees who share the same grievance, involving the interpretation or application of a specific

provision of this Agreement and disputes involving disciplinary actions.

Any grievance filed on behalf of a member that seeks to appeal a termination decision made by the Town Manager shall be processed directly to arbitration at the discretion of the Union, and not through the 4-step grievance procedure as described in the agreement. Such notification to appeal shall be made in writing within thirty (30) calendar days after receipt of the Town Manager's written decision.

SECTION 2: Every effort shall be made by the parties to settle any grievance as expeditiously as possible. Should the grieving party fail to observe the time limits as set out in the steps of this Article, the grievance shall be considered conclusively abandoned. Any grievance not answered by management within the prescribed time limit shall be advanced to the next step. Time limits provided herein may be extended if mutually agreed upon by management and the grievant or the Union representative if the grievant exercises the option of Union representation, provided the Union president or the President's designee may be present during grievance meetings. The Union shall not be required to process grievances for non-members.

SECTION 3: The parties agree that the grievance procedure shall be the sole and exclusive method of resolving any dispute involving the application or interpretation of this Agreement, or any matter involving disciplinary action. An employee shall utilize the grievance procedure provided for in Section 4 when presenting grievances.

SECTION 4: A grievance shall be presented in the following manner, such that time is of the essence and a material aspect of the process:

Step 1. The employee shall first present the grievance to the employee's

supervising Captain within ten (10) calendar days of the occurrence of the event(s), which gave rise to the grievance. Such contact between the employee and the supervising Captain may be on an oral basis but shall be identified as a grievance by the employee. The supervising Captain shall respond in writing within ten (10) calendar days of hearing the grievance.

Step 2. Any grievance which cannot be satisfactorily settled with the employee's supervising Captain shall be reduced to writing by the employee and shall next be presented to the supervising Assistant Chief. The grievance must be presented to the supervising Assistant Chief in writing within ten (10) calendar days after receipt of the supervising Captain's reply. Receipt is actual delivery. The written grievance at this step and all steps thereafter shall contain the following information:

- A. A statement of the grievance, including date of occurrence, and details and facts upon which the grievance is based.
- B. The Article and section of the Collective Bargaining Agreement alleged to have been violated.
- C. The action, remedy or solution requested by the employee.

The Supervising Assistant Chief shall render a decision on the grievance, in writing, within ten (10) calendar days after receipt of the grievance.

Step 3. Any grievance which cannot satisfactorily be settled with the Supervising Assistant Chief shall next be presented to the Fire Chief. The grievance as specified in writing in Step 2 shall be presented to the Fire Chief

within ten (10) calendar days after receipt of the response of the supervising Assistant Chief. The Fire Chief or designee shall within ten (10) calendar days render a decision in writing.

Step 4. Any grievance, which is not satisfactorily disposed of by the Fire Chief, or the Fire Chiefs designee, shall next be appealed to the Town Manager. The grievance shall be presented to the Town Manager within fifteen (15) calendar days after issuance of the written response of the Fire Chief or the Fire Chiefs designee. The Town Manager shall within fifteen (15) calendar days of the appeal, render a decision in writing.

SECTION 5: If a grievance arises from the action of an official higher than the Step 2 management representative, the grievance may be initiated at Step 3 or 4, as appropriate, by submitting the grievance within the time established for Step 1. The grievance shall be signed by the aggrieved employee (s) or the representative of the Union.

SECTION 6: Any employee who wishes to appeal the Town Manager's decision must elect to proceed to arbitration within 15 calendar days of receiving the Town Manager's written decision in accordance with this agreement.

Article 10 – Arbitration

SECTION 1: In the event a grievance processed through the grievance procedure as provided for in this Agreement has not been resolved at Step 4, the Union president or president's designee may refer the grievance to arbitration by notifying the Town Manager

in writing within 15 calendar days of receiving the Town Mangers written decision. With respect to discipline, only suspensions, involuntary demotions (excluding promoted employees during their probationary period, since such demotion is not grievable) or discharge of employment may be referred to arbitration. On all other disciplinary matters, the decision of the Town Manager is final. Notification for Arbitration shall be made in writing within fifteen (15) calendar days after receipt of the Town Manager's written decision on the grievance, or within fifteen (15) calendar days following the expiration of the time limit provided for the Town Manager's response in Step 4 of the Grievance Article, whichever is sooner. Nothing herein shall prohibit the extension of time mutually agreed to by the parties in writing.

SECTION 2: By submitting the matter to arbitration, the Union shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) names and resumes of arbitrators. Either party may reject one list. From the lists so submitted, the parties shall alternately strike names from the list, with the party requesting arbitration striking first. When the name of one person remains, said person will serve as arbitrator. Within ten (10) days of receipt of the names and resumes, the parties shall meet to select an arbitrator as described above. All arbitration hearings, unless mutually agreed otherwise, shall be held in Highland Beach, Florida.

SECTION 3: The expense of the arbitration, including, but not limited to, the fee and expenses of the arbitrator and the cost of a court reporter and transcript shall be split equally between the Parties. Each Party shall be exclusively responsible for compensating its own representatives and witnesses.

SECTION 4: The power and authority of the arbitrator shall be strictly limited to an

interpretation of the express terms of this Agreement. The arbitrator shall not have the authority to add to or subtract from or modify any of said terms, or to limit or impair any right that is reserved by this Agreement to the Town or the union, or to establish or change any wages or rate of pay in this Agreement. The decision of the arbitrator shall be limited to determining whether a grievance is arbitrable, upholding or denying the grievance. The decision of the arbitrator shall be final and binding on both Parties, and the grievance shall be considered permanently resolved, subject to any post-award judicial relief available to either Party under Florida law.

Article 11 – Seniority

SECTION 1: The Fire Department shall establish seniority lists by classification, and it shall be revised on October 1st of each year. Such lists shall be available electronically. Exceptions to such lists shall be made within thirty (30) calendar days of posting, and the list shall be revised as deemed appropriate. After thirty (30) calendar days, the seniority lists shall stand approved.

SECTION 2: Employee's seniority shall be established from the date of continuous employment by the Fire Department of the Town of Highland Beach. If two or more employees have the same seniority date and are of the same classification, seniority standing shall be determined by test score established in their present classification. If such test results prove the employees to be of equal merit, the date of application for employment with the Fire Department will determine the seniority standing.

SECTION 3: The seniority list shall include Prior Years of Service for all members, including future new members, for purposes of promotional eligibility. Prior Years of Service shall be defined as all years/months of full-time paid service as a firefighter/paramedic or higher; firefighter/inspector; or Paramedic with emergency response experience at another public safety department. This time-in-service provision shall only be applied for a candidate's promotional eligibility.

SECTION 4: Initial Seniority List placement, for original employees hired on or before May 1st, 2024, seniority shall be based on total prior years of service as a full-time paid service firefighter/paramedic or higher; firefighter/inspector; or Paramedic with emergency response experience at another public safety department.

Article 12 – Reduction of Employees

SECTION 1: Layoffs. When a position in the bargaining unit is vacated, discontinued or abolished because of lack of work, lack of funds, elimination of a program or service, reorganization of the department, or other legitimate operational necessity. Layoffs shall not be used as a substitute for discipline or to avoid the just cause provisions of this Agreement. The Town Manager shall notify the Human Resources Director and Fire Chief of the positions to be vacated, discontinued or abolished, together with the reasons therefor. The Town shall meet with the Union prior to implementing any layoff to discuss alternatives, the number of affected employees, anticipated duration, and potential recall. Written notice of such action shall be posted by the Town on the Union bulletin board in each fire station. Upon receiving such notice, the Human Resources Director, in consultation with the Fire Chief, shall,

as soon as possible, furnish in writing to the Town Manager the names of employees to be laid off. The names of employees to be laid off shall be posted by the Town on the Union bulletin board in the Fire Station. Employees so named shall be laid off in the following order:

- A. Layoffs shall be selected within a classification. No non-probationary employee in the affected class shall be laid off if a probationary employee continues to serve in the class. The order of layoffs among probationary employees shall be discretionary with the Town Manager. Within the class, all non-probationary employees shall be ranked on a layoff list based on the total of service credits. Service credits shall consist of one (1) point for each month of continuous Town employment. Continuous employment shall include any period of authorized absence with pay. However, no credits shall be awarded for periods during which an employee was rated unsatisfactory as evidenced by an official performance evaluation or during unpaid leaves of absence.
- B. The layoff list shall be prepared by totaling service credits and ranking employees within the class in order, placing the employee with the lowest number of credits at the bottom of the list. Layoff shall be in inverse order beginning at the bottom of the list. The total number of positions in the class to be discontinued or abolished will determine the number of employees to be laid off.
- C. Should two (2) or more employees have the same number of service credits, the order of layoff shall be determined by giving preference for retention in the following sequence:

- i. Employees who are entitled to veteran's preference.
- ii. The employee with the longest service in the class.
- iii. Discretion of the Town Manager.

SECTION 2: An employee who is laid off from a classification higher than entry level shall be entitled to exercise displacement rights into any lower bargaining-unit classification for which the employee previously qualified or currently possesses the minimum qualifications. Such displacement rights shall be applied in accordance with Section 1. An employee who exercises displacement rights to a lower classification shall be compensated at her/his current wage level, unless the employee's current wage level exceeds the maximum established for the lower classification. If the employee's current wage level exceeds the maximum established for the lower classification, s/he shall receive the maximum wage level for the classification.

SECTION 3: Notice of Layoffs: The Town Manager, upon recommendation of the Human Resources Director, shall notify the employee(s) to be laid off. Notification of layoffs shall be in writing, shall indicate the day such layoff becomes effective and, whenever possible, shall precede the actual layoff date by two weeks, but in no case shall less than one week elapse between notice of layoff and the date such layoff begins.

SECTION 4: No new employees will be hired into any classification while a laid-off employee has recall rights. No temporary, part-time, probationary, contract, or volunteer employee shall perform bargaining-unit work in lieu of recalling a laid-off bargaining-unit employee. The Town shall not subcontract bargaining-unit work for the purpose of avoiding recall obligations under this Article. A laid-off employee shall

have recall rights to a classification for two (2) years from the date of layoff or until the employee has been offered a position in that classification, whichever comes first; provided, however, a laid off employee must be physically qualified to perform all assigned duties in order to exercise her/his recall rights. The ability of the laid off employee to be physically qualified to perform all assigned duties shall be determined by a Town physician. "Recall" from layoffs shall mean notifying a laid off employee to return to work by overnight carrier to the last address listed with the Town as her/his home address with a copy sent to the Union. The Town may also provide the employee with personal notice to return to work. If the affected employee has not responded to recall within five (5) workdays of the overnight delivery confirmation date on the recall notice or if the recall notice is returned by the carrier to the Town due to the inability to locate the addressee, then the employee shall be considered to have refused recall and abandoned her/his recall right.

Article 13 – Health and Safety

SECTION 1: There shall be a Town of Highland Beach Fire Rescue Department Health and Safety Committee. The Committee shall be comprised of four (4) members, i.e., two (2) members appointed by the union and (2) non-bargaining Chief Officers designated by the Fire Chief.

SECTION 2: The Committee shall meet quarterly, and such meeting shall be scheduled at the time established by the Fire Chief. (The Fire Chief may, at his/her discretion, schedule a special meeting as he/she deems appropriate.)

SECTION 3: The Committee shall meet from time to time to develop suggestions as to

communications and programs that will advance the cause of physical fitness of all bargaining unit employees. The Committee shall engage in the duties and functions as more fully described by Rule implemented by the Division of State Fire Marshal, as amended from time to time.

SECTION 4: The Committee will, on an ongoing basis, review the current edition of NFPA 1583, Florida Firefighter Occupational Safety and Health Act (F.A.C. 69A-62.021 and 69A-62.025), Florida Statutes § 112.18 and § 112.1816, and OSHA Standard 1910.134 and shall make recommendations to the Fire Chief. Recommendations shall include an implementation and monitoring plan to evaluate the success of a health program based on NFPA 1583.

SECTION 5: The Health and Safety Committee will review the results of the IAFC/IAFF Joint Wellness Initiative and make recommendations to the Fire Chief.

SECTION 6: The meeting shall be conducted on an informal basis but shall require a majority of committee members to conduct official business. Any member of the Health and Safety Committee may submit items for consideration at the Committee meeting by providing same to the Fire Chief at least five (5) calendar days prior to the Safety Committee meeting. The Fire Chief shall coordinate the distribution of the Committee agenda and shall also arrange for minutes to be taken and distributed to the Health and Safety Committee members and posted at the Fire-Station, which shall be available upon request to employees.

Article 14 – Performance Evaluations

SECTION 1: Employees shall be evaluated at least once each year in accordance with

Town of Highland Beach Personnel Rules and Regulations using the current evaluation system.

SECTION 2: A formalized program for evaluating the work performance of all employees in the Town's service shall be maintained. The Town Manager, in cooperation with the Fire Chief, will administer a system of rating employee performance. The standards of performance recommended as a basis of such rating will have reference to the quality and quantity of work done, the manner in which the work is done, the conduct of employees and faithfulness to their duties, and other characteristics which measure the value of the employee.

SECTION 3: The purpose of these evaluations is to enable employees and supervisory personnel to work together to improve job performance and, therefore, the service provided to the citizens of the Town. A copy of the job performance evaluation will be provided to, and discussed with, the employee involved. The employee will have a space provided on the evaluation to comment on the rating. The employee as well as all individuals involved in the rating process will be required to sign and date the form. The original evaluation shall be placed in the employee's personnel file.

SECTION 4: Whenever possible, evaluations shall be made by the supervisor under whom the employee worked a majority of the rating period.

SECTION 5: The Town will administer a performance-based evaluation instrument, which reflects the following categories: (1) Exceeds Expectations, (2) Meet Expectations or (3) Needs Improvement.

SECTION 6: Each supervisor shall prepare and record on forms prescribed by the Town Manager evaluations of the performance of all probationary, full-time and part-time

employees. Job performance evaluations for all personnel will be due prior to the end of the probationary period, or any extension thereof, and at the end of one (1) year of employment, and thereafter at least once annually for all full and part-time employees based on their anniversary date. This does not preclude more frequent evaluations, which may be prepared by the supervisor or Fire Chief.

SECTION 7: Individual performance evaluations shall not be subject to the Grievance Procedure in this Agreement but shall be subject to the grievance procedure provided in the Personnel Rules and Regulations of the Town, provided it is alleged that the evaluation is based on factors other than performance.

SECTION 8: The Town agrees to continue formal training for supervisors who are assigned the responsibility of rating subordinates.

Article 15 – Sick Leave

SECTION 1: Accrued and unused Sick leave shall be granted upon approval of the Fire Chief or designee to any employee contracting or incurring any illness or disability which renders such employee unable to perform the duties of their employment.

SECTION 2: Employees shall verbally communicate with the Fire Chief/Designee no less than one (1) hour prior to the beginning of the shift and shall state the nature of the illness and the expected period of absence. The employee shall provide a telephone or cell phone number where they may be reached at all times. When illness or disability occurs within one hour prior to the beginning of the shift or at any time during the shift, the employee shall verbally notify the Assistant Chief of Operations as soon as possible and in writing upon return to work. Voicemail or text messages shall not be sufficient to

satisfy the requirements of this Section.

SECTION 3: Forty-two (42) hour shift employees shall earn 8.4 hours of sick leave per calendar month (3.877 hours per pay cycle), totaling, 100.8 hours per calendar year from the date of employment. Sick leave shall be charged based on the actual hours used. The maximum allowed accrual of Sick Leave shall be 1,120 hours.

SECTION 4: No sick leave shall be allowed where sickness is feigned in the opinion of a medical doctor selected by the Town of Highland Beach, where sickness is the result of intemperance or is otherwise self-inflicted, or where sickness continues as a result of a member's failure to fully cooperate with medical advice and/or corrective therapy. Nor shall sick leave be allowed for injuries or illnesses contracted while performing a outside employment.

SECTION 5: Forty-two (42) hour employees may use up to 48 hours per calendar year of leave due to sickness of a member of the employee's immediate family. For the purposes of this provision, immediate family will consist of the employee's husband or wife, or dependent children, or parents, or the employee's domestic partner (as defined in the Town's Personnel Rules and Regulations) or his or her dependent children. Family sick leave in excess of the forty-eight (48) hour limitation will be without pay. However, an employee who has utilized the maximum amount of family sick leave time may be permitted to use annual leave in lieu of family sick leave at the Fire chief's discretion.

SECTION 6: An employee on approved Family Medical Leave (FMLA) leave shall utilize accrued sick leave during the period of the approved leave. After an employee has exhausted all accrued sick leave, the employee will use accrued annual leave for the remainder of the leave period. In the event the employee has exhausted all accrued

leave, then the employee will be placed on a leave without pay (LWOP) status for the remainder of the FMLA-covered leave period.

SECTION 7: Upon resignation, retirement or permanent disability, employees who have a minimum of two (2) years of continuous employment with the Town, shall be paid for the accrued, unused sick time balance as follows:

With 2 – 5 years of service: 30% conversion, not to exceed 336 paid hours.

With 5-10 years of service: 40% conversion, not to exceed 448 paid hours.

With over ten years of service: 50% conversion, not to exceed 560 paid hours.

Employees who are involuntarily separated from employment with the Town due to misconduct, budget cuts, or general layoffs are not eligible for sick leave payment.

Article 16 – Annual Leave

SECTION 1: Each shift shall schedule annual leave throughout the year to equalize shift strength. To facilitate the selection of annual leave, the Fire Department shall post the Fire Department seniority lists by October 1st of each year. The Fire Chief shall establish annual leave bid periods to occur during the month of December each year, and all annual leave bids shall be completed prior to the last day of December each year.

SECTION 2: The amount of leave to be credited shall be in accordance with the following schedule for 42-Hour Shift Employees:

0 through 3 full years 96 hours/year (3.692 hours/pay cycle)

More than 3, but less than 10 full years 144 hours/year (5.538 hours/pay cycle)

10 full years and over 192 hours/year (7.385 hours/pay cycle)

SECTION 3: Paid annual leave may not be taken during the initial twelve (12) months of

the probationary period.

SECTION 4: 42-hour/shift employees shall not accumulate more than 300 hours of annual leave in their vacation account. However, the Town Manager may allow an employee to exceed the maximum at his discretion. Accruals in excess of the maximum annual leave accumulation policy shall be forfeited by the employee at the end of the fiscal year.

SECTION 5: All annual, compensatory, and holiday leave time will be scheduled subject to the following:

No more than two (2) employees on each shift shall be allowed off at a time on annual leave, compensatory time, or holiday leave during any one (1) shift. This limit and the additional limitations below may be increased or extended at the discretion of the Fire Chief. The maximum of two (2) employees per shift who may be allowed time off shall be scheduled subject to the following additional limitations:

- A. No more than 1 Captain/Step-Up Captain may be off per shift
- B. No more than 1 Driver/Engineer may be off per shift
- C. No more than 2 Firefighters/Paramedics may be off per shift

All employees must identify in advance the type of leave to be used when they contact the appropriate department personnel to provide notification of the leave unless they are on approved leave under the Family Medical Leave Act (FMLA). Total leave, in any combination of exchange of time, annual leave, or compensatory leave, shall not exceed eight (8) consecutive shifts.

SECTION 6: Any non-probationary employee who has worked for the Town for at least 12 consecutive calendar months, leaving the Town in good standing, shall be

compensated for vacation leave earned and unused upon separation, based on current Town policy. All vacation leave accrued and unused that is in excess of the Town policy shall be forfeited.

SECTION 7: To ensure adequate staffing and operational efficiency, employees must submit leave requests that meet all the criteria above no less than 72 hours before their next shift, such leave shall be considered “scheduled leave.” Leave requests submitted less than 72 hours before the next scheduled shift shall be considered “unscheduled leave” and may be denied depending on personnel availability and the department's needs.

SECTION 8: All leave requests after annual leave bids shall be approved on a first come first serve basis. Once awarded, first come first serve leave requests must be taken unless the employee cancels at least seventy-two (72) hours in advance. Approved time off, including sick leave, shall be granted hour for hour unless the coverage requires an overtime cost, then a four (4) hour minimum is required. Leave requests for less than twelve (12) hours that require mandatory overtime shall be canceled or increased to twelve (12) hours.

SECTION 9: In September of each year, forty-two (42) hour/shift employees shall be entitled to sell back to the Town up to seventy-two (72) hours of accrued annual leave at the employee's current regular hourly rate. The provisions of this section do not apply to probationary employees.

Article 17 – Holidays & Holiday Pay

SECTION 1: Legal holidays are:

New Year's Day (January 1)

Martin Luther King's Birthday (The third Monday in January)

Presidents Day (The third Monday in February)

Memorial Day (The last Monday in May)

Juneteenth (June 19)

Independence Day (July 4)

Labor Day (The first Monday in September)

Columbus Day (The second Monday in October)

Veterans Day (November 11)

Thanksgiving Day (The fourth Thursday in November)

Day After Thanksgiving (Friday after Thanksgiving)

Christmas Eve (December 24)

Christmas Day (December 25)

Personal Holidays (24 hours)

SECTION 2: Employees working an average forty-two (42) hour work week shall work the observed holidays as part of their regular tour of duty. Employees working an average forty-two (42) hour work week shall receive, in lieu of the legal holidays provided for in Section 1 of this policy, an allowance equal to 104 hours pay at the employee's regular rate of pay, and twenty-four hours of personal holiday leave. The holiday pay and personal holiday leave shall be paid and credited by the last regular payday in September for the then current fiscal year. An employee leaving or entering the department or changing from a forty-two (42) hour workweek shall receive a prorated amount of personal holiday leave and pay according to the number of holidays which

have passed. Employees must be employed on the date of payment in order to be eligible for the benefit payment and personal holiday leave credits; separation prior to the date of payment is a voluntary forfeiture of such payment and personal holiday leave.

SECTION 3: Employees starting to work between October 1 and December 31 shall receive 24 hours of personal holidays for the fiscal year. Employees starting to work between January 1 and March 31 shall receive 16 hours of personal holidays for the fiscal year. Employees starting to work between April 1st and June 30th shall receive 8 hours of personal holiday for the fiscal year. Employees starting to work between July 1st and September 30th shall receive no personal holidays for the fiscal year. Probationary employees are permitted to use personal holidays during the probationary period when requested at least 72 hours in advance and approved by the Fire Chief or designee.

SECTION 4: Employees on leave pursuant to Article 33 for less than thirty (30) days, shall receive holiday pay provided for in this Section for holidays occurring during and up to the 30-day period.

Article 18 – Court Time

SECTION 1: Court time is when an employee is required to appear in court or give a deposition as a result of action taken within the scope of employment whether on or off duty. Compensation for the court time outside of the normal work period shall be a minimum of three (3) hours pay at time and one-half. Any additional overtime for each appearance will be compensated in accordance with the workweek and overtime Article.

SECTION 2: Employees may accept witness and subpoena fees.

Article 19 – Call Back, On-Call and Emergencies

SECTION 1: Bargaining unit members who have left the workplace and who are ordered or otherwise directed to return to work more than one hour after completing their scheduled shifts, or more than one hour after being released from a call back, shall be paid a minimum of three (3) hours, except in those circumstances described in Section 3. Bargaining unit members called back to work less than one hour after completing their scheduled shifts shall be paid for all time commencing from the completion of their previously completed shift, except in those circumstances described in Section 2. All such hours shall count toward hours worked for purposes of calculating overtime. This provision shall be limited to two (2) 3-hour minimums based on the employee's normally scheduled work hours. This section shall also apply when a bargaining unit member is required to provide a statement to an investigative unit at a time which begins more than two (2) hours before his/her scheduled shift or more than one (1) hour after his/her shift is completed.

SECTION 2: This provision shall not apply in those instances when the overtime commences two (2) hours or less prior to, or runs continuously with, the bargaining unit member's regular shift or where the bargaining unit member is called back to work to rectify his/her own error or omission which cannot wait until the bargaining unit member's next shift. In such instances, the bargaining unit member shall be compensated for the hours worked at the appropriate rate.

SECTION 3: This provision shall not apply in those instances when the employee is

called back to work to rectify his/her own error or omission which cannot wait until the employee's next shift. In such instances, the employee shall be compensated for the hours worked at the appropriate rate.

SECTION 4: Off-duty employees responding to a dispatched structure fire or other incident approved by the Fire Chief shall be paid at least the minimum of 3 hours described in Section 1 if they reach the Town limits while responding.

Article 20 – Assignment Pay

SECTION 1: The Town has the right to assign shift employees to work a non-shift/day. If an employee is temporarily re-assigned, they will not lose their assignment and pay during the temporary re-assignment. Additionally, the employee will receive the appropriate assignment pay if applicable during the temporary assignment period. At the end of the temporary assignment, if the employee received any appropriate assignment pay, that assignment pay will be removed. Employees shall return to their previous assignment when reassignment is complete.

Article 21 – Educational Incentives

SECTION 1: In accordance with Town policy, Union members who have an associate degree or bachelor's Degree approved by the State of Florida for Educational Incentive shall receive an amount of \$2,000 annually for associates degree and \$4,000 for a bachelor's degree from the Town and the current State of Florida Firefighter's Supplemental Compensation Program money provided by the State. Payment of these funds shall be pensionable and equally distributed in regular paychecks. Such

payments (excluding State of Florida payments) shall be included in the calculation of the regular rate of pay for calculation of FLSA Overtime but shall not be included in the calculation of the regular rate of pay for calculation of Contractual Overtime.

Article 22 – Salary Plan

SECTION 1: Bargaining unit members shall continue to receive an annual evaluation on the anniversary date of their employment or most recent promotion. Effective after ratification by the parties or October 1, 2026, whichever occurs later, the employee shall advance one step in the Step Pay Plan (Appendix A) contingent upon receiving a satisfactory or better performance evaluation, which shall be implemented on the employee's anniversary date or date of most recent promotion. An employee, who receives an unsatisfactory evaluation, will not be advanced to the next applicable step until the first full pay period after s/he receives a satisfactory or higher annual evaluation.

SECTION 2: The Step Pay Plan referenced herein sets forth the base rate of pay, which is inclusive of consideration for the requirement that all bargaining unit members employed by the Town shall maintain an active paramedic license in order to maintain employment. Continued employment is contingent upon the Town Medical Director certifying the employee's paramedic license within six months of employment.

SECTION 3: If an employee who has been approved by the Medical Director is removed from Paramedic duties and the Medical Director's approval is still withdrawn following a maximum remediation/training period of ninety (90) days, the employee's base rate of pay shall be reduced by 10%.

SECTION 4: Employees certified by the State of Florida as a Paramedic shall be required to maintain a valid State of Florida certification. As an exception, if an employee's certification is suspended for ninety (90) days or less by the State or the Medical Director, the employee's base rate of pay will be reduced by 10% for the length of time their certification is suspended and will be terminated if the certification is revoked by the State of Florida or if the conduct resulting in suspension warrants termination. Additionally, an employee refusing to work as Paramedic may result in elevated disciplinary actions up to termination.

SECTION 5: Effective after ratification by the parties or October 1, 2026, whichever occurs later, the Step Pay Plan (Appendix A) shall become effective. The Step Pay Plan provides the starting (Step 1) through Maximum (Step 8) rates for each pay range shall be increased by the percentages indicated below as illustrated in Appendix A:

The later of ratification by both parties or October 1, 2026, 3.5% (See
Appendix A)

October 1, 2027, 3.5% (See *Appendix A*)

October 1, 2028, 3.5% (See *Appendix A*)

SECTION 6: On ratification of this agreement, the Union agrees that when hiring a candidate with prior full-time fire rescue experience from another career full-time fire rescue agency, the Fire Chief, in consultation with the Town Manager, at their discretion may approve the initial starting salary up to Step 4 of the Salary Plan.

SECTION 7: Employees at Maximum Step. An employee who has reached the highest step of the applicable Salary Table shall continue to receive any negotiated cost-of-living adjustment (COLA) applicable to the Salary Table. Such COLA shall be applied to the highest step of the

employee's classification.

In addition to the applicable COLA, an employee who has reached the highest step of the applicable Salary Table shall receive an additional two percent (2.0%) increase to the employee's base rate of pay (as established at Step 8) on the employee's next anniversary date following attainment of the highest step and on each anniversary date thereafter for each additional year the employee remains at the highest step.

Article 23 – Longevity Pay

SECTION 1: Longevity Pay Program – The Town Longevity Pay Program provides employees, who have reached a certain number of years of employment at the Town and who are employed on the date of payment, with a lump sum payment based on a percentage of the employee's base salary. Longevity pay is based upon years of service, and this anniversary date does not change in the event of promotion. Longevity pay shall be paid in the first pay cycle after the employee's milestone anniversary and in accordance with applicable laws. Longevity Pay is provided as follows:

Employees who reach employment Milestones will receive in a lump sum check:

10th year of employment – 2% of base annual salary

15th year of employment – 3% of base annual salary

20th year of employment – 4% of base annual salary

25th year of employment and each 5th year thereafter – 5% of base annual salary

Article 24 – Promotion Practices

SECTION 1: The purpose of this Article is to establish a fair, objective, and merit-based promotional process. All Classification promotions within the bargaining unit shall be made utilizing a competitive promotional process.

SECTION 2: A promotional process for the positions of Captain and Driver Engineer shall occur when there is a current or anticipated vacancy in the department. Employees will be notified at one hundred and twenty (120) days in advance of a promotional examination. An assessment center shall be conducted as part of the promotional process in accordance with the procedures set forth below.

SECTION 3: Source material from which the written examination is drawn shall be published concurrently with the exam announcement and shall be in print or otherwise obtainable.

SECTION 4: Driver Engineer Eligibility Requirements.

To be eligible to participate in the promotional process, a candidate must:

- Possess a valid State of Florida Driver's License; and,
- Possess a valid State of Florida Firefighter Certificate of Compliance; and,
- Possess a valid State of Florida Paramedic Certification; and,
- Possess a valid State of Florida Pump Operator certification issued in accordance with F.A.C. 69A-37.065; and,
- Have completed a minimum of three (3) years of continuous service as a certified firefighter, with at least twenty-four (24) months of service within this Department; and,
- Successful completion of Aerial Operations course (BFST703); and,

- Have successfully completed the required training and task book to be an eligible step-up Driver Engineer.

SECTION 5: All Classification promotions within the bargaining unit shall be made as a result of a competitive promotional process. Additional points will be added to the candidate's total promotional assessment score as follows:

- Seniority – The total promotional score (written exam and other promotional procedure) shall be adjusted upwards, based on the applicant's seniority, by one-half (0.5) of one point for each full year of service with Highland Beach Fire Rescue in excess of the minimum years to be eligible for the promotion.
- Educational/Certification Points – The total promotional score (written and other promotional procedure) shall be adjusted upwards, based on the applicant's completion of various certifications and educational degrees, in accordance with the following schedule for each position to a maximum of 3 points from any combination of academic or technical achievements listed below:

Driver Engineer	Fire Instructor or Higher	1 pt
	Associate's degree or higher	1 pt
	Fire Inspector 1	1 pt
	LFTI	1 pt
Captain	FSFC Fire Instructor 3 or higher	1pt
	State Certified Fire Officer II or higher	1 pt
	State Certified Safety Officer	1 pt
	Associate's degree or higher	1 pt

- Passing scores: The passing score for a promotional examination, before any adjustment for additional points, shall be seventy percent (70%).

SECTION 6: The Driver Engineer promotional process shall be weighted as follows:

- Written Exam 40% - The written examination shall consist of 100 multiple-choice questions designed to test knowledge of hydraulic theory, apparatus maintenance, local SOPs, and Florida traffic laws.
- Practical Exam 60% - Demonstration of NFPA 1002 psychomotor skills.
- External Evaluators: To ensure objectivity, the Practical Exam shall be graded by external Subject Matter Experts (SMEs) who hold the rank of driver engineer or higher and are from outside fire agencies.
- The candidate must achieve a minimum score of 70% on the written examination.

Eligibility to participate in the Practical Exam of the Driver Engineer promotion process shall be contingent on first passing the written exam with a minimum score of 70%. The Practical Exam score must be 70% or greater in order to proceed in the promotional process.

SECTION 7: Captain Eligibility Requirements:

To be eligible to participate in the promotional process, a candidate must:

- Possess a valid State of Florida Driver's License; and,
- Possess a valid State of Florida Firefighter Certificate of Compliance; and,
- Possess a valid State of Florida Paramedic Certification; and,
- Possess a valid State of Florida Fire Officer I Certification; and,
- Must be a promoted non-probationary driver/engineer; and,
- Have successfully completed the required training and task book to be a step-up Captain; and,

- Have completed a minimum of five (5) years of continuous service as a certified firefighter, with at least twenty-four (24) months of service within this Department.

SECTION 8 : The Captain promotional process shall be weighted as follows and the process utilized shall be in the sole discretion of the Fire Chief or designee:

- Written Exam 60% - The written examination shall consist of 100 multiple-choice questions designed to test administrative and tactical knowledge, local SOPs, and relevant regulations.
- Oral Interview 40%.

OR

- Written Exam 50% - The written examination shall consist of 100 multiple-choice questions designed to test administrative and tactical knowledge, local SOPs, and relevant regulations.
- Practical Assessment Center 50% - In-Basket, Role-Play, Multiple Unit Tactical Simulation using NIMS/ICS.
- External Evaluators: To ensure objectivity, the Practical Assessment Center shall be graded by external Subject Matter Experts (SMEs) who hold the rank of Captain or higher and are from outside fire agencies.

If the Town utilizes the Practical Assessment Center methodology, eligibility to participate in the Practical Assessment Center component of the promotion process shall be contingent upon first passing the written examination with a minimum score of 70%. The Practical Assessment Center score must be 70% or higher to proceed in the promotional process. The Town will attempt to have three (3) External Evaluators for

each scenario in the assessment center process. All oral interviews shall be conducted by persons not employed by the Town, but employed by, or under contract with, a fire department in the State of Florida; provided, however, that one (1) non-fire service management person may participate on the oral board.

If the Town utilizes an oral interview in lieu of a Practical Assessment Center, eligibility for participation in the oral interview component of the promotional process shall be conditioned on first passing the written exam with a minimum score of 70%.

SECTION 9: Prior to the written examination, the procedure for challenging exam questions shall be explained to all candidates. Challenges shall be limited to the following grounds: (1) the question is not from the approved reading list; (2) no correct answer exists; (3) more than one correct answer exists; or (4) a grading error.

Following completion of the examination, candidates shall be provided an opportunity to review the exam and all applicable source materials. Any challenge shall identify the question number, page number from the resource, and the basis for the challenge.

All challenges shall be reviewed by Fire Rescue Administration prior to final scoring. This process can be witnessed by a representative from the Union to ensure transparency and consistency. If a challenge is sustained, the question shall be removed from the examination for all candidates before final scores are calculated.

SECTION 10: An employee receiving a promotion pursuant to this Article shall be on probationary status in that position for 180 calendar days. During such probationary period, an employee may be demoted to his or her prior classification with or without cause and the employees' pay will be reduced back to the appropriate step of their former classification.

SECTION 11: Upon promotion, an employee shall be placed in the step of the new classification that provides the employee with an increase to the base salary closest to but not less than the following:

- Firefighter to Driver Engineer 5% increase on base
- Driver Engineer to Captain, 10% increase on base

SECTION 12: Promotional vacancies shall be filled by selection from among those three (3) employees who achieve the highest passing score, as adjusted by any applicable veteran's preference points, on the promotion process. Any employee who has a higher score in the promotion process shall be notified, in a counseling session with the Fire Chief, of the reasons the employee was not promoted. Absent extenuating circumstances, such incumbent vacancies shall be filled within 30 days. Where extenuating circumstances require additional time to fill the vacancy, the Fire Chief shall provide notice to the Union.

SECTION 13: The Driver Engineer Promotional Eligibility List posted April 17th, 2026, shall expire one year after the effective date of this Agreement, or sooner as determined by the Fire Chief.

SECTION 14: Upon the determination of the Town Manager that a position shall be filled, or prior to such position availability, the Town shall administer the necessary examination to all applicants meeting the minimum qualifications the Town has established in this Agreement. Examination results shall be posted. This list shall remain in effect for two years from the date posted.

SECTION 15: An employee promoted to a higher rank who is due a step increase (as a result of the annual performance evaluation date) within 60 days of the effective date of the

promotion shall receive their step increase prior to the promotional increase. The employee's next annual performance evaluation date shall be one (1) year from the effective date of the promotion.

Article 25 – Step-Ups and Working in Higher Classifications

SECTION 1: Working in a higher classification may occur to fill a vacancy for Driver Engineer, or Captain, such as to prevent mandatory overtime. In the event that qualified step-up personnel are assigned to a position higher than their normal job classification the employee shall be compensated as outlined below.

- A. Driver Engineers temporarily assigned to work as Captains shall receive an additional ten (10) percent wage supplement to their base salary for all hours in this assignment.
- B. Firefighters temporarily assigned to work as Driver Engineers shall receive an additional five (5%) percent wage supplement to their base salary for all hours in this assignment.

SECTION 2: Out of Class – In the event that management requires an employee to assume a position of higher responsibility than the employee's normal assignment (which is also not covered by the step-up provisions of this Article), that employee shall be entitled to five (5%) percent step-up pay for all hours worked in that capacity. In the event that management requires an employee to assume a role in a position of lower responsibility than the employee's normal assignment, that employee shall not suffer a loss in pay.

SECTION 3: Step-up qualifications shall be equal to the years of service and education requirements for the applicable position. Qualified employees shall be formally recognized as step-ups prior to functioning in such capacity.

SECTION 4: Employees who are qualified and formally recognized as step-ups shall be required to function as needed in step-up assignments as outlined above. Refusal of step-up assignments shall result in the removal of the employee's step-up designation.

Article 26 – Overpayment/Underpayment/Repayment

SECTION 1: In the event of a pay error, the maximum period utilized for the calculation of the amount of overpayment or underpayment shall be eighteen (18) months. This shall apply to pay errors identified after the ratification of this Agreement. In the event an employee is overpaid they will be required to pay back the Town in either a lump sum or at the Town's discretion, have the amount repaid over the same number of pay periods in which the employee received the overpayments. In the event of separation from the Town, any monies owed to the Town that are not recouped will be deducted from the employees' final paycheck.

Article 27 – Non-Use of Tobacco Products

SECTION 1: All employees shall abstain from the use of tobacco products, including chewing tobacco and electronic cigarettes (e-cigarettes), at all times during the period of employment with the Town, while both on and off duty. Failure to comply with this provision may result in discipline up to and including termination.

Article 28 – Health Insurance

SECTION 1: The Town will make available health insurance, term life insurance, dental insurance, vision insurance, and disability insurance on a group basis to bargaining unit employees to the same extent and in the same manner that such insurance is provided to other Town employees. The union can request impact bargaining of this Article in the event that the annual out-of-pocket cost to bargaining unit employees increases by more than fifteen percent (15%). Health insurance as used herein means and includes any managed health care plan, health maintenance organization (HMO), or other arrangement for insured coverage of health care. The entire benefit provided in this Article is referred to herein as "the program."

SECTION 2: Dependent health coverage is optional for all eligible employees. The Town shall pay a portion of the premium for such dependent coverage as it does for all other Town employees.

SECTION 3: The Town reserves the right to reduce or enlarge the benefits payable under any coverage, or to alter or cease any coverage, to raise or lower any out-of-pocket amounts and to raise or lower any deductibles.

SECTION 4: The Town shall have the right to agree to or to make any changes in the costs to bargaining unit employees of any element of the program and to require such employees to bear any portion of the cost of coverage in full or in part by the Town. It is agreed that in the event of a premium increase or other increase in the cost to the Town of providing any of the program, such increase will be paid by the bargaining unit employees in any proportion as determined by the Town, including in its entirety. All increases in employee costs described in this paragraph of this Article shall be

deducted from wages and shall be administered in the manner presently in effect.

SECTION 5: Before exercising any of the foregoing rights reserved to it, the Town will notify the union of the proposed action and the reason therefore, and will, upon request, bargain with the union about the impact, if any, on bargaining unit employees.

SECTION 6: In accordance with and pursuant to Fla. Stat. 112.0801, the Town shall offer to a retiring employee (defined as a regular full-time employee who terminates employment with the Town and who immediately begins participation in the Florida Retirement System either by receiving monthly retirement benefit payments or by receiving a full or partial distribution of funds from the FRS Investment Plan) a one-time opportunity to participate in the Town's employee group health and life insurance program at the sole expense of the retiring employee.

SECTION 7: The Town agrees that, in the sole discretion of the Town, it shall use its best efforts in good faith to include out-of-state coverage in its group health plan if it can be secured without additional cost to the Town.

Article 29 – Uniforms and Equipment

SECTION 1: The Fire Rescue Administration retains full authority to set specifications for all uniforms and equipment and determine when uniforms and equipment shall be replaced.

SECTION 2: Employees are responsible for securing any Department-issued safety gear the employee takes out of the station when off duty. If such gear is lost or stolen because of the employee's negligence, the employee shall reimburse the Town for the value of such equipment.

SECTION 3: The Town agrees to pay bargaining unit employees one hundred fifty dollars (\$150) per year as a shoe allowance, provided that the shoes purchased are ASTM F 2412 and ASTM F2413.

SECTION 4: The Town shall provide physical fitness training equipment, as recommended by the Safety and Health Committee, subject to review and approval by the Fire Chief. The equipment shall be housed at the Fire Station in an area designated by the Fire Chief. The Town reserves the right to remove this equipment if, in the Fire Chief's sole judgment, injuries resulting from its use warrant such removal or if the previously designated space is needed to support other operations or for other public purposes.

Article 30 – Tour of Duty

SECTION 1: The Town agrees to continue the assignment of shift employees to twenty-four (24) hours on-duty followed by seventy-two (72) hours off-duty (24/72) as part of a forty-two 42 hour average work week.

Article 31 – Overtime

SECTION 1: The Town has established a 14-day work period under the 7(k) exemption for payment of overtime. Based upon the shift employees' established work cycle, the Town has determined it will pay overtime at 1.5 times the regular rate of pay after 96 hours worked in a 14-day work period. All hours paid and authorized compensated leave (excluding Sick Leave) shall be considered hours worked in computing overtime. Overtime hours and overtime compensation shall be in accordance with applicable

law.

SECTION 2: An employee shall be allowed to use sick leave one time per calendar quarter within seventy-two (72) hours of working an overtime shift without penalty. The next occurrence of the use of sick leave within seventy-two (72) hours of an overtime shift during that calendar quarter will drop the employee to the bottom of the overtime eligibility list, regardless of the number of qualifying hours he/she has. For all scheduled overtime and any unforeseen overtime, the employee assigned to work overtime will be the employee in the classification that created the need for the overtime, with the appropriate qualifications to fill the assignment. Step-ups may be utilized only if no employee in the classification that caused the need for the overtime accepts the offered overtime. If no such employee can be scheduled, then overtime may be offered to an employee in a higher classification.

SECTION 3: The union and the Town will continue to devise methods to distribute overtime fairly.

SECTION 4: Nothing herein shall require payment when an insubstantial amount of time is worked in excess of the normal work shift. For the purpose of this Article, an insubstantial amount of time shall be considered any period of time less than one-quarter (1/4) hour. Employees shall be paid to the next quarter (1/4) hour for any time worked over one-quarter (1/4) hour. Employees shall not have their pay deducted when reporting less than one-quarter (1/4) hour late.

SECTION 5: Regular rate of pay shall be defined as the employee's base salary.

SECTION 6: Employees may elect to accrue compensatory time off in lieu of the partial or entire overtime payment. Compensatory time shall be accrued at the same rate as overtime

as described in Section 1 of the Article. The maximum accumulation of compensatory time shall be one hundred and forty-four (144) hours.

Article 32 – Shift Exchanges

SECTION 1: Employees may exchange time with another employee under the following conditions:

- A. Exchange of rank for rank, or
- B. The exchange is with another employee who is a qualified step-up for the position.
- C. Exchanges must be with the approval of the Fire Chief or the Fire Chief's designee, provided that probationary firefighters may not exchange time if it would cause them to miss a training session. Such approval shall not be unreasonably withheld, subject to the conditions stated herein. In no event shall an exchange(s) of time, alone or coupled with other paid leave, result in more than 192 hours of consecutive absence from the firefighter's assigned shift.

SECTION 2: Exchange of time shall be requested through the Department's electronic staffing system at least one hour in advance. If an exchange of time is within a seventy-two (72) hour window from the date of the exchange, the firefighter will contact their Captain for approval of the exchange. All exchanges of time shall be subject to the following conditions:

- A. An exchange shall not interfere with a scheduled training session when the training is determined to be required by the Fire Chief. Training deemed essential by the Fire Chief and missed due to the use of an exchange shall be made up by the employee at no cost to the Town.

- B. The exchanges cannot create inefficiencies in the operations of the department.
- C. The electronic submission of an exchange of time request releases the Town from any payment of overtime or compensatory time as a result of the exchange of time.
- D. Responsibility for the work is with the employee who has agreed to work for the assigned employee. If the employee agreeing to work (hereinafter "agreeing employee") fails to report or leaves early due to illness, sick leave will be charged to the agreeing employee at the rate of pay of the employee filling the position. If the agreeing employee fails to report for reason(s) other than illness, annual leave will be charged at the rate of pay of the employee filling the position; if the agreeing employee has insufficient annual leave, sick leave will be charged at the rate of pay of the employee filling the position. If the agreeing employee does not have sufficient annual and/or sick leave accrued, annual leave accruals will be forfeited until enough has been charged to make up the difference. In the event the absence of the agreeing employee for reasons other than illness creates the need for overtime, the charge to their sick leave, annual leave, or wages shall be at the overtime rate, and if insufficient, annual leave accruals will be forfeited until enough has been charged to make up the difference at the overtime rate.
- E. Probationary employees (new hires) will be permitted exchanges of time in an amount not to exceed 144 hours. Days exchanged will extend the probationary period one duty day for each day exchanged unless repayment is made during the probationary period.
- F. Probationary employees (promotional) who exchange time during the probationary period will have the probationary period extended by one duty day for each day exchanged unless repayment is made during the probationary period.

- G. In the event an exchange of time request is submitted for the purpose of engaging in other employment or business activities, the requesting employee must supply the reason for the need and the Fire Chief, or their designee, must specifically approve the request before the exchange is allowed.
- H. No employee may exchange time for cash or other consideration.

SECTION 3: All requests for exchange of time shall be responded to electronically.

SECTION 4: All exchanges of time are made at the sole risk of the employee, with the Town being free of any and all liability. An exchange made between employees in different ranks shall not cause, as a direct result of the exchange, an employee working for another employee in a higher capacity to be paid Work in Higher Classification pay. For example, a Firefighter who is working for a Driver Engineer as a result of an exchange between those employees shall not be paid Work in Higher Classification pay when working for that Driver Engineer on the exchange. However, a firefighter working on an exchange who is assigned to act in a higher capacity at the discretion of the Town shall receive Work in Higher Classification pay irrespective of being on an exchange.

SECTION 5: Personnel may be released from duty prior to the end of their shift if:

- A. A Station Officer approves the early release; and,
- B. The exchange is entered into voluntarily between the two involved employees; and,
- C. The exchange is for one (1) hour or less. (A longer exchange must be approved as provided above.)

Article 33 – Worker’s Compensation and Disability Leave

SECTION 1: In the event of an on-the-job injury compensable under Workers’

Compensation, and upon receipt of certification by a Workers' Compensation physician, the Town will continue to pay the employee full salary for the first seven (7) days following the injury. The Town will be reimbursed by the Workers' Compensation Insurance Company for 2/3 of the employee's salary for those first seven (7) days following the injury if the absence continues beyond 21 days after the injury. If the absence continues beyond the first seven (7) days following the injury, the Workers' Compensation pays approximately 2/3 of salary. However, the difference (approximately 1/3 of salary, less applicable taxes) will be paid to the employee by deducting time from accrued sick time until such is depleted; the employee will then be paid by deducting time from accrued annual leave time until such is also depleted. This will continue until all accrued time runs out or the employee returns to work, whichever comes first.

SECTION 2: The total amount paid will not exceed the employee's current full salary. Sick and annual leave time will continue to accrue at the employee's normal rate while the employee is receiving a portion of pay from the accrued sick or annual leave balances. Once the sick and annual leave banks are depleted following an on-the-job injury, annual leave and sick time will cease to accrue until the employee returns to work. In the event that an on-the-job injury becomes a total permanent disability, the Town will follow guidelines in the Florida Statutes.

SECTION 3: After medical attention, if the employee is released for regular or light duty, if available, as determined by the department, the employee shall obtain from the attending physician a certification that the employee can return to work, identifying any applicable restrictions.

SECTION 4: Employees shall be required to release all medical information related to the injury to the Town or its authorized agents. In addition, the employee shall be responsible for securing the necessary documentation to justify workers' compensation payments. In the case of an employee who has been released for light duty, said employee may be placed on light duty, if available and at the discretion of the Fire Chief, in a temporary position consistent with the light duty conditions specified by the attending physician and at the employee's normal rate of compensation, until such time that the attending physician releases the employee for regular duty.

SECTION 5: Employees who are not able to return to regular duty within a reasonable period of time, generally not to exceed twelve (12) months, the employee shall be administratively separated which shall constitute just cause.

SECTION 6: Long-term and short-term disability leave shall be managed in accordance with the Town's short-term and long-term disability insurance policy, which is provided to all Town employees.

Article 34 – Bereavement Leave

SECTION 1: In the event of the death of the mother, father, foster parent, stepparent, legal guardian, brother, sister, husband, wife, son, daughter, aunt, uncle, foster child, stepchild, grandparent, spouse's grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or domestic partner of an employee (as defined in the Town of Highland Beach's Personnel Rules and Regulations) or of a domestic partner's child(ren), parents, siblings or grandparents, such employee shall be entitled to leave for the purpose of arranging for, and attending

said relative's funeral for a period of time not to exceed two (2) shifts.

SECTION 2: An employee on leave provided in this Article shall be paid for such hours, at which the employee would normally be scheduled to work.

SECTION 3: The Town reserves the right to require documentation supporting compliance with the provisions of this Article after the employee returns to work.

SECTION 4: The provisions of this Article shall not apply to employees who fail to contact the employer prior to taking such leave or as soon as possible thereafter. Bereavement leave, if taken, shall commence no later than the first calendar day after the date of death.

Article 35 – Tuition Reimbursement

SECTION 1: Per Town policy, the Town may, within budgeted funds and at the Town Manager's sole discretion, reimburse one hundred (100) percent of the approved "State Rate" tuition cost per course incurred by an employee taking a course(s) of instruction at an approved educational institution. The "State Rate" is limited to the "Total Fees" per credit rate of the established Florida resident credit hour rate for undergraduate or graduate courses charged by Florida Atlantic University at the time of the employee's course enrollment, or the amount of the actual per credit tuition charged if lower, regardless of the employee's election to attend a different educational institution. Books and required laboratory fees are not eligible for reimbursement. All other expenses including, but not limited to, those for parking, supplies or non-laboratory fees, are the employee's responsibility and are not eligible for reimbursement from the Town.

SECTION 2: Requirements for an employee to become eligible to receive reimbursement/advance payment for his or her educational expenses are as follows:

- A. Full-time employee employed by the Town, not on probation.
- B. Educational training at the post high school and adult education level.
- C. One course per quarter, semester or course length, unless approved by the Town Manager and within budgeted funds.
- D. Tuition assistance is restricted to or determined by the relationship of the course with the employee's job and/or its degree of value to the Town as determined by the Fire Chief and the Town Manager.
- E. Application must be filed prior to enrollment in the course to determine participation by the Town.

SECTION 3: Upon successful completion of the course with a grade of "satisfactory" or at least a grade of "C", reimbursement of one hundred (100) percent of the tuition is made when a copy of the final grade or certification is presented to the Town Manager, if still an employee of the Town. In cases where advance payment was made, employees earning a grade of less than a "C" or "satisfactory" or withdrawing from the course prior to completion and receipt of a grade, shall be required to reimburse the Town the amount of the advance payment within 30 days of receipt of the grade or date of withdrawal, whichever occurs first. Employees, upon making request for such advance payment, shall be required to authorize sufficient payroll deductions to ensure timely repayment of the advance tuition payment should the employee withdraw from the course or not receive at least a grade of "C" or "satisfactory" in the course. Employees who separate from the Town during a course where advance payment was

made by the Town shall have authorized sufficient payroll deductions from the final paycheck to ensure complete repayment to the Town on or before the date of separation. The employee will submit a signed, notarized promissory note guaranteeing full repayment for all education expenses if the terms of this Article and the Town's policy are not fulfilled by the employee, which shall include an express lien on all wages or other payments due the employee in accordance with applicable laws.

SECTION 4: There will be no duplication of payments for the same course. If the course is reimbursable under another program available to the employee, then the provisions of the Town's Education Tuition Refund plan does not apply.

SECTION 5: Prior approval is required. No reimbursement for training expenses shall be made without such approval. The employee shall apply for tuition reimbursement by submitting the Town's "Education Reimbursement Program Application Form" to the Fire Chief or designee.

SECTION 6: If an employee, who has received tuition reimbursement money from the Town, or an advancement, leaves employment with the Town within two (2) years of receiving the reimbursement or advancement, shall have the reimbursed or advanced money deducted from their final paycheck.

Article 36– Health and Medical Surveillance

SECTION 1: The Employer and the Union mutually recognize that firefighting is an inherently hazardous occupation with documented elevated risks of cardiovascular disease, respiratory disease, and occupational cancer. Both parties agree to actively promote and maintain a comprehensive health and wellness program in compliance

with the Florida Firefighter Occupational Safety and Health Act (F.A.C. 69A-62.021 and 69A-62.025), Florida Statutes § 112.18 and § 112.1816, and OSHA Standard 1910.134.

SECTION 2: To ensure all bargaining unit members qualify for the occupational disease presumptions defined in Florida Statute § 112.18 (Heart, Lung, and Tuberculosis) and the alternative benefits under § 112.1816 (Firefighter Cancer), the Employer shall ensure that all personnel undergo a comprehensive baseline physical examination upon hire. The Employer is responsible for maintaining these records to verify that the employee was free from evidence of these specific conditions at the commencement of their employment.

SECTION 3: In strict accordance with OSHA Standard 1910.134(e), all bargaining unit members required to wear a Self-Contained Breathing Apparatus (SCBA) shall undergo a medical evaluation prior to initial fit-testing and use. The Employer shall provide this evaluation, and any necessary follow-up examinations recommended by the evaluating healthcare professional, at no financial cost to the employee.

SECTION 4: In alignment with the State Fire Marshal's Employer Cancer Prevention Best Practices (F.A.C. 69A-62.025) and drawing upon the guidelines established by NFPA 1582, the Employer agrees to provide comprehensive annual medical physicals for all active bargaining unit members.

A. Cost and Compensation: The annual physical shall be provided at no cost to the employee. Employees shall be permitted to complete these examinations while on duty, or shall be compensated at their regular rate of pay if required by the Employer to attend while off duty.

B. Cancer Surveillance: The annual examination shall include medical surveillance

and diagnostic screening specifically geared toward the early detection of the occupational cancers recognized under Florida law.

C. Clearances: Following the examination, the evaluating physician shall only provide the Employer with a standardized clearance form indicating whether the employee is "Fit for Duty," "Fit for Duty with Limitations," or "Unfit for Duty."

SECTION 5: The Employer and the Union agree to jointly support an ongoing health-related fitness program. This program will promote physical fitness assessments, exercise training, and educational resources regarding nutrition, mental health, and sleep hygiene. Furthermore, both parties recognize and enforce the requirement of a tobacco-free lifestyle, as mandated by Florida law for continued certification and eligibility for statutory health presumptions.

SECTION 6: All personal medical information and diagnostic records generated as a result of any examination under this Article shall remain strictly confidential in accordance with HIPAA, OSHA 1910.120(q), and applicable Florida law. The Employer shall not be provided with, nor request, an employee's detailed medical records, diagnostic test results, or specific medical history without the explicit, written consent of the employee, with the sole exception of the work-status clearance referenced in Section 4(C).

Article 37– Drug Free Workplace

SECTION 1: The Town and the Union have a strong interest in ensuring that employees work in and promote a Drug-Free Workplace. The parties agree to follow the Town's Drug-Free Workplace Policy in effect. The Union endorses the Town's Drug-Free

Workplace Policy and will cooperate fully to continue the implementation and enforcement of the policy.

Article 38 – Station Conditions & Facilities Maintenance

SECTION 1: Due to the nature of the fire service, the mission of the department to save human life and prevent and protect property from destruction by fire or other emergencies, in concert with the Town, the employees agree as follows:

- A. To exert all efforts within its province to improve the Town's fire rating classification.
- B. To meet high standards of personal appearance and on-duty conduct for increased overall efficiency in accordance with Town policy.
- C. To make all necessary and voluntary efforts to improve public understanding of the causes of fire and potential fire hazards.
- D. To participate in public appearances during Fire Prevention Week and at other times as required.
- E. To participate in inspections when assigned.
- F. To make every effort, during and subsequent to all fires, to reduce property damage from water and smoke by proper use of rescue and salvage equipment provided by the Town.
- G. To maintain a high level of physical preparedness and training proficiency.
- H. To maintain equipment and facilities at departmental standards.

SECTION 2: In order that the basic mission of the department may be preserved and a state of readiness may be maintained, employees will not normally be required to

perform tasks which are not directly related to the objectives set forth in Section 1 above, if the performance of such tasks would affect the unit's ability to respond to an alarm or affect the level of department equipment maintenance. Such determinations shall be at the discretion of the Fire Chief or their designee.

SECTION 3: The Town agrees to supply and make available all materials required (rags, mops, etc.) in the day-to-day maintenance of the fire stations. The Town furthermore agrees to work to maintain proper extermination- service at the fire stations.

SECTION 4: It is the responsibility of the Town to provide safe working conditions, tools, equipment, and work methods for employees. The Town and the employees will work together to maintain safe working conditions, tools and equipment provided that it remains the Town's unilateral right to determine what equipment, if any, and procedures will be purchased or used.

SECTION 5: The Town will maintain commercial washers and dryers at the station.

SECTION 6: In order to prevent the spread of communicable diseases and to provide protection from hazardous materials routinely associated with the job of firefighting, the Town shall also provide laundry soap for the purpose of laundering uniforms and other related items.

Section 7: In order to prevent the spread of infectious disease between patients, employees and the members of the Public, the Town shall provide decontamination facilities in the fire station in the fire rescue department where practical.

Article 39 – Training

SECTION 1: Voluntary Training, the Town may authorize employees to attend on or off-

site training programs to employees with or without compensation as long as the program:

- A. Occurs outside normal job hours; and,
- B. Is voluntary such that the employee's present working conditions or the continuance of his employment will not be adversely affected by nonattendance; and,
- C. Is not directly related to the employees' current role (e.g. preparing for advancement through learning a higher skill is not directly related to improving efficiency in the current job); and,
- D. No productive work is performed at the same time.

Should such voluntary training occur on a day the employee is normally scheduled to work, the employee may request the use of annual leave or compensatory leave or be granted educational leave at the discretion of the Fire Chief.

SECTION 2: Involuntary or Required Training, the Town may, at its sole discretion, provide for non-Town or off-site training along the following general guidelines:

- A. The Town shall retain full discretion to select courses or seminars which may be offered.
- B. A fair method of selecting attendees shall be devised by a discussion between the Town and the Union.

SECTION 3: The Town shall provide appropriate equipment for Involuntary or Required physical training as agreed upon by the Safety and Health Committee and the Fire Chief, which shall be housed in the Fire Station as designated by the Fire Chief. The Town reserves the right to remove this equipment, if in the Town Manager's sole judgment, injuries from its usage warrants such removal or if the previously designated space is

needed to support other operations or for other public purposes.

Article 40 – Savings Clause

SECTION 1: If any Article or Section of this Agreement should be found invalid, unlawful, or not enforceable by reason of any existing or subsequently enacted legislation or by judicial authority, all other Articles and Sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

SECTION 2: In the event of invalidation of any Article or Section, both the Town and the union agree to meet within thirty (30) days of such determination for the purpose of bargaining the impact.

Article 41 – Diseases and Immunizations

SECTION 1: The Town shall provide tuberculosis and Hepatitis A, B and C screening annually for all bargaining unit employees.

SECTION 2: The Town shall provide immunization for bargaining unit employees on a voluntary basis as follows:

- Flu shots - once per year if available Tetanus - once every ten (10) years; and,
- Hepatitis - (Type B) - once every five (5) years.

SECTION 3: The Fire Chief or designee in the Fire Department, the Human Resources Director or designee, and the Medical Director shall develop recommendations to the Town Manager regarding:

- A. Procedures for infection control to be followed when responding to medical emergencies.

- B. Education and training of emergency medical response personnel in the proper observation of barrier precautions designed to promote infection control.
- C. Development of an effective communication system between the Fire Department and local medical facilities which shall seek to assure that the requirements of Florida Statute 395.1025 are met.

SECTION 4: The Town shall establish procedures for infection control to be followed when responding to medical emergencies. Surgical masks, gloves, and goggles will be provided by the Town for use by emergency medical personnel when treating victims.

SECTION 5: The Town shall provide education and training to all emergency response personnel in the proper observation of barrier precautions in the interest of infection control.

SECTION 6: The Town Manager will make a good faith effort to ensure that the notification requirements mandated by Florida Statute 395.1025 are accomplished in a timely manner.

SECTION 7: Nothing in this Agreement shall be construed as a waiver of the Town's rights under Chapter 440, Florida Statutes.

SECTION 8: When the County Health Officer declares that a public health risk exists and, in her/his judgment, it is reasonable and prudent to immunize public health care employees from it, the Town shall provide for appropriate vaccinations.

Article 42 – Outside Employment

SECTION 1: The Town and the Union agree employees may engage in outside employment provided it does not conflict with their duties or reflect adversely on the

Town. All employees shall be subject to the Town of Highland Beach's Outside Employment policy, as set forth in Article VII of the Personnel Rules and Regulations. To ensure that all personnel maintain a high level of physical readiness and are well-rested for their essential duties in the fire service, employees are strictly prohibited from engaging in any outside employment, business activities, or second jobs during the twelve (12) hours immediately preceding the start of their scheduled shift with the Town of Highland Beach Fire Department.

SECTION 2: Prior to engaging in any outside employment, employees must obtain advance, written approval from their immediate supervisor, Fire Chief, and the Town Manager. To obtain approval, employees must submit an "Outside Employment Request and Disclosure Form" along with a "Commission on Ethics Employee Conflict of Interest Waiver".

Employees must annually advise the Town in writing of any changes to outside employment, including alterations in work schedules, termination, or changes in ownership interests, which must be disclosed on a new form within thirty (30) calendar days of the change.

SECTION 3: Employees agree that any authorized outside employment is subject to the following strict prohibitions:

- It shall not be conducted on Town time; and,
- It shall not be conducted while the employee is on any form of paid leave, including workers' compensation leave, disability leave, sick leave, or compassionate leave; and,
- It shall not interfere with the regular working hours or the overtime requirements

of the employees' Town position; and,

- It shall not involve the use of Town uniforms, facilities, equipment, or supplies of any kind; and,
- It must not create a conflict of interest, utilize official non-public information, or inhibit the employee's ability to perform their job with the Town.

SECTION 4: If an employee suffers an injury or illness arising out of their outside employment, the Town shall not be responsible for any workers' compensation benefits. Conversely, if an employee is injured while performing their duties for the Town, the Town assumes no liability or responsibility for any wages the employee loses from outside employment as a result of that injury.

SECTION 5: Failure to abide by the provisions of this Outside Employment policy, including the failure to provide timely and accurate disclosure of such employment, may result in disciplinary action up to and including termination. Any disciplinary actions issued under this Article shall be subject to the grievance and arbitration procedures set forth in this Collective Bargaining Agreement.

Article 43 – Civil Suits

SECTION 1: The Parties recognized that Section 111.07, Florida Statute, governs the defense of civil actions against bargaining unit employees.

Article 44 – Retirement

SECTION 1: The Town shall continue to contribute the employer's contribution for employees under the Florida Retirement System (FRS). Employees shall continue to contribute the employee contribution through payroll deductions for participation in FRS.

SECTION 2: The Town shall continue to provide a 457(b) plan for bargaining unit employees to enroll. Enrollment shall be optional.

SECTION 3: Upon retirement with at least eight (8) years of service to the Town, bargaining unit employees shall receive a retirement badge, retirement photo ID, and their duty helmet. “Retirement” means an employee who terminates employment with the Town and who immediately begins either by receiving monthly retirement benefit payments from FRS or by receiving a full or partial distribution of funds from the FRS Investment Plan.

Article 45 – Agreement

SECTION 1: This Agreement, upon ratification, supersedes and cancels all prior agreements, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

SECTION 2: The Union and the Town acknowledge that, during the negotiations which resulted in this Agreement, both had the unlimited opportunity to make demands and proposals with respect to any subject not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that opportunity are set forth in this Agreement.

Article 46 – Duration of Agreement

SECTION 1: This agreement becomes effective October 1, 2026, or upon ratification by the parties, whichever occurs later, and shall continue through September 30, 2029. Either party may give written notice, not later than 120 days in advance of the expiration

date of this Agreement of its intention to renegotiate the Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives of the dates below.

FOR THE TOWN

**FOR THE HIGHLAND BEACH PROFESSIONAL
FIREFIGHTERS, LOCAL 5504, IAFF, INC.**

Marshall Labadie
Town Manager

Daniel Rush
President

Date

Date

RATIFICATION

This agreement was ratified by the members and by the Town on the dates below.

FOR THE TOWN

**FOR THE HIGHLAND BEACH PROFESSIONAL
FIREFIGHTERS, LOCAL 5504, IAFF, INC.**

Natasha Moore
Mayor

Daniel Rush
President

Date

Date

Attest:

Town Clerk

Appendix “A” – Step Pay Plan

Highland Beach Fire Rescue Department -- Step Plan FY 2027 -- FY 2029

FY 2027 (10/1/26 - 9/30/27)

Position	Start	Top
FF/PM	\$81,945	\$111,516
Driver/PM	\$91,448	\$124,448
Captain/PM	\$102,784	\$139,875

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
\$81,945	\$85,633	\$89,486	\$93,513	\$97,721	\$102,118	\$106,714	\$111,516
\$91,448	\$95,563	\$99,864	\$104,357	\$109,053	\$113,961	\$119,089	\$124,448
\$102,784	\$107,409	\$112,243	\$117,294	\$122,572	\$128,088	\$133,852	\$139,875

FY 2028 (10/1/27 - 9/30/28)

Position	Start	Top
FF/PM	\$84,813	\$115,419
Driver/PM	\$94,649	\$128,804
Captain/PM	\$106,381	\$144,770

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
\$84,813	\$88,630	\$92,618	\$96,786	\$101,141	\$105,693	\$110,449	\$115,419
\$94,649	\$98,908	\$103,359	\$108,010	\$112,870	\$117,949	\$123,257	\$128,804
\$106,381	\$111,169	\$116,171	\$121,399	\$126,862	\$132,571	\$138,536	\$144,770

FY 2029 (10/1/28 - 9/30/29)

Position	Start	Top
FF/PM	\$87,782	\$119,459
Driver/PM	\$97,961	\$133,312
Captain/PM	\$110,105	\$149,837

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
\$87,782	\$91,732	\$95,860	\$100,173	\$104,681	\$109,392	\$114,314	\$119,459
\$97,961	\$102,370	\$106,976	\$111,790	\$116,821	\$122,078	\$127,571	\$133,312
\$110,105	\$115,060	\$120,237	\$125,648	\$131,302	\$137,211	\$143,385	\$149,837

COLA 3.5%
Step Spread 4.5%