

TOWN OF HIGHLAND BEACH FIRE DEPARTMENT



PERSONNEL RULES AND REGULATIONS

Adopted October 1, 2024

Town of Highland Beach Fire
Department Personnel Rules
and Regulations

Table of Contents

Contents

Table of Contents	1
ARTICLE I: FIRE DEPARTMENT POLICIES.....	2
SECTION 1: PURPOSE	2
SECTION 2: ANNUAL LEAVE.....	2
SECTION 3: SICK LEAVE	3
SECTION 4: DISABILITY LEAVE	4
SECTION 5: BEREAVEMENT LEAVE.....	6
SECTION 6: EXCHANGE OF TIME	7
SECTION 7: CALL BACK	8
SECTION 8: PROBATIONARY EMPLOYEES	8
SECTION 9: REASSIGNMENTS.....	8
SECTION 10: WORK IN HIGHER CLASSIFICATION	9
SECTION 11: EDUCATION INCENTIVE.....	9
SECTION 12: LONGEVITY PAY PROGRAM.....	9
SECTION 13: HOLIDAYS FOR FIRE DEPARTMENT PERSONNEL.....	10
SECTION 14: OVERTIME	11
SECTION 15: COURT TIME.....	12
SECTION 16 UNIFORM MAINTENANCE ALLOWANCE	12
SECTION 17: TUITION REIMBURSEMENT	12
SECTION 18: TRAINING	13
SECTION 19: CIVIL SUITS	13
SECTION 20: DISEASES AND IMMUNIZATION	14
SECTION 21: MANAGEMENT RIGHTS.....	15
SECTION 22: SENIORITY LISTS	15
SECTION 23: WORKING CONDITIONS	166

ARTICLE I: FIRE DEPARTMENT POLICIES

SECTION 1: PURPOSE

The Fire Department Policy Manual aims to establish a comprehensive framework of rules and regulations that ensure the safety, efficiency, and professionalism of all department members.

SECTION 2: ANNUAL LEAVE

SECTION 1: Each shift will schedule annual leave throughout the year to equalize shift strength. To facilitate the selection of annual leave, the Fire Department will post the Fire Department date of hire seniority lists by October 1st. Annual leave will be chosen by the last day of January each year. The Fire Chief will establish Annual leave periods.

SECTION 2: Employees shall accrue annual leave for any month in which the employee was in a paid status for at least three-quarters of the employee's assigned schedule. The amount of leave to be credited shall be in accordance with the following schedule:

42-Hour Shift Employees

0 through 3 full years	96 hours per year
More than 3, but less than 10 full years	144 hours per year
10 full years and over	192 hours per year

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

SECTION 4: Generally, 42-hour employees shall not accumulate more than 216 hours of annual leave in his/her vacation account. However, the Town Manager may allow an employee to accumulate more than 216 hours of annual leave, provided the employee plans with his/her department head to use the overage by the end of the fiscal year. Accruals in excess of 216 hours at the end of the fiscal year shall be forfeited by the employee.

SECTION 6: Preferences for vacation scheduling should be based on Department Seniority.

SECTION 7: All annual leave, compensatory, and holiday leave time will be scheduled subject to the following:

1. Up to 1 Captain/Step-up Captain may be off per shift.
2. Up to 1 Driver/Step-up Driver may be off per shift.
3. Up to 2 firefighters may be off per shift.

No more than two (2) total shift personnel are allowed off per shift. Upon written approval of the Fire Chief, the limits above may be extended. At the Fire Chief's discretion, an employee may request and be granted annual leave more than the position limitations provided herein if the granting of such

request will not cause overtime and such request is made on the same day for which the annual leave is requested.

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).

SECTION 8: 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 at the date of separation, up to a maximum of 25 vacation days (216 hours), at the employee's current pay rate. All vacation leave accrued and unused more than 25 vacation days is forfeited.

SECTION 9: To ensure adequate staffing and operational efficiency, employees must submit leave requests that meet all the criteria in Sections 7 and 8 no less than 72 hours before their next shift. Leave requests submitted less than 72 hours before the next scheduled shift may be denied depending on personnel availability and the department's needs.

SECTION 10: First picks will be a minimum of two (2) shifts and a maximum of eight (8) shifts. Second pick will be a minimum of one (1) shift and a maximum of four (4) shifts. Third pick will be a minimum of one (1) shift and a maximum of four (4) shifts. Employees may skip their pick with no effect on future pick order. The total maximum number of consecutive shifts off is limited to eight shifts (192 total hours); this includes any combination of annual leave, personal holiday leave, and/or exchange of time.

SECTION 3: SICK LEAVE

SECTION 1: 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 her/his 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 orally notify the Assistant Chief of Operations as soon as possible and in writing upon return to work. Voicemail 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 (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, where sickness is the result of intemperance or is otherwise self-inflicted, or where sickness continues because of a member's failure to fully cooperate with medical advice and/or

corrective therapy. Sick leave usage will not be allowed for injuries or illnesses contracted while performing a second job.

SECTION 5: On September 1st of each year, and subject to the availability of budgeted funds, employees who have been employed by the Town for a minimum of one (1) year and have a minimum of 96 hours accumulated unused Sick Leave will be eligible to participate in a "sick leave incentive program," provided the employee has not been disciplined for tardiness or absenteeism during the twelve-month period immediately preceding September 1st. The employee may then elect to convert up to 48 hours of accumulated but unused sick leave to either vacation leave or additional pay on the employee's next regular paycheck.

SECTION 7: Forty-two (42) hour employees may use up to 48 hours 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 8: An employee on approved Family Medical Leave (FMLA) leave will 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 leave period.

SECTION 9: 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 560 paid hours.
With 5-10 years of service	40% conversion, not to exceed 560 paid hours.
With over 10 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.

SECTION 4: WORKERS' COMPENSATION AND DISABILITY LEAVE

SECTION 1:

Non-Work Related: An employee who is injured or is disabled due to illness and is confined to a hospital is eligible for Short Term Disability benefits on the first day of said injury or illness.

An employee who is injured or disabled due to illness and is not confined to a hospital will be eligible for Short Term Disability benefits on the eighth day following the commencement of said injury/illness. In this case an employee may receive full pay for the first 42 hours by deducting it from his /her accrued

sick time if such is available; if a full 42 hours sick time is not available, the difference may be deducted from accrued vacation time, if available.

Work Related: An employee who suffers a work-related injury or illness and is covered by workers' compensation shall promptly report the injury to Human Resources within 24 hours. The first seven (7) days of workers' compensation are unpaid unless the employee is unable to work due to the work-related injury or illness for at least 21 days. In this case an employee may receive full pay for the first 42 hours by deducting it from his /her accrued sick time if such is available; if a full 42 hours sick time is not available, the difference may be deducted from accrued vacation time, if available.

In either case (work related or non-work related), an employee may receive the difference (approximately 33-40% of salary, less the Social Security effect) between what Short Term Disability or Workers' Compensation benefits pay (approximately 60-67% of salary) and their current full base salary by deducting it from his/her accrued sick time, if available; if sick time is not available, then vacation time, if available, may be deducted. This will continue until all accrued time is depleted.

Sick and vacation time will continue to accrue at the employee's normal rate until such accrued leave benefits are exhausted.

The above policy will apply to all employees of the Town of Highland Beach, regardless of department/position.

The Town will make a good-faith effort to assign a disabled employee to work in the department. Assignments to light-duty positions due to job-related temporary disabilities will be reviewed on a case-by-case basis. Employees must accept light duty assignments if they are able to perform the job or lose the benefits of this policy. When an employee has been on light duty status for more than fifty (50%) percent of the rating period, the employee will be evaluated according to the job description of a position that most accurately fits the light duty position, as determined by the Human Resources Director. It is understood that an assignment to other work for the period of temporary disability shall be considered only as a temporary reassignment with full retention benefits under this policy and shall not be considered a reclassification for purposes of pension accrual.

SECTION 2: If 90 consecutive days have elapsed from the date of injury to the time an employee seeks to return to work following a period of physical disability, the employee, prior to resuming full duties, will be required to pass a fitness for duty examination by a physician selected and paid for by the Town. If the employee passes the test, s/he shall return to work or lose the benefits of this policy.

Section 3: Employees who used accrued paid leave to cover the first 7 days of absence for a workers' compensation-covered injury or illness that lasts more than 21 days shall be obligated to reimburse the Town for the amount of sick and/or vacation leave used for which workers' compensation later paid for the first 7 days. In other words, employees cannot use paid leave for the first 7 days and receive payment from workers' compensation for the same period of leave and must reimburse the Town when such reimbursement is received.

SECTION 4: No benefits under this policy shall be allowed where disability is feigned in the opinion of a physician approved by the Town in consultation with the employee's principal treating physician, where disability is self-inflicted, or where disability continues as a result of a member's failure to fully cooperate with medical advice and/or corrective therapy, or where the employee fails to provide the Town information required on the Disability Leave Tracking Form. In the case of a disagreement between the town-approved physician and the employee's principal treating physician, a third physician shall be selected with the approval of the other two physicians. The decision of the third physician shall be binding on the issue presented.

SECTION 5: Employees shall actively seek Worker's Compensation, Social Security, and other benefits. No employee shall receive pay under this provision when the employee fails to actively seek Worker's Compensation, Social Security, and other benefits. Nor shall an employee receive benefits under this policy after the employee is judged permanently disabled by the Florida Retirement System (FRS) or by a mutually agreed upon physician. Failure to actively seek benefits includes deliberately delaying or canceling hearing dates, medical appointments, or independent evaluations scheduled by the FRS, unless for good and sufficient reasons, such as, verifiable emergencies or documented prior commitments.

SECTION 7: If a Town-approved physician releases an employee to return to full duty and works for a continuous period of six (6) months without reoccurrence of the same injury, re-injury following the six (6) month period will be treated as a new injury and the 18-month disability leave period will begin from the new date.

SECTION 9: At ninety (90) day intervals, the Town may require an employee to undergo a fitness for duty examination to determine if an employee is able to perform the essential functions of his/her job; to determine what reasonable accommodation, if any, may be required for the employee; determine when an employee is expected to return to his/her regular job; and to make other appropriate determinations as needed to implement this Article. If an employee fails to cooperate with obtaining medical treatment or fails to submit to a fitness for duty evaluation as required by this Section, the employee shall not be eligible for benefits under this Policy.

SECTION 5: 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, 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 of an employee, or domestic partner of an employee (as defined in the Town's Personnel Rules and Regulations) or of a domestic partner's child(ren), parents, siblings or grandparents, such employee shall be entitled to funeral leave for the purpose of arranging for, and attending said relative's funeral for a period of time not to exceed two (2) consecutive shifts.

SECTION 2: An employee on funeral leave provided in this policy shall be paid for such hours, 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 policy after the employee returns to work.

SECTION 4: The provisions of this policy shall not apply to employees who fail to contact the employer prior to taking such leave or as soon as possible thereafter.

SECTION 6: EXCHANGE OF TIME

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

1. Exchange of rank for rank, or
2. The exchange is with another employee who is able to step up to the position with whom s/he is making the exchange.
3. Exchanges must be with the approval of the Fire Chief or the Fire Chief's designee, provided that probationary employees may not exchange time if it would cause them to miss a training session.

In no event will an exchange of time result in the employee working in excess of 54 hours in a 72-hour period. In no event will an exchange(s) of time result in more than 192 hours of consecutive absence from the employee's assigned shift. The total maximum number of consecutive shifts off is limited to eight shifts (192 total hours); this includes any combination of annual leave, personal holiday leave, and/or exchange of time.

SECTION 2: Exchange of time shall be requested through the Department's electronic system at least one hour in advance. If an exchange of time is within a 72-hour window from the date of the exchange, the employee will contact the Operations Chief or designee (1) hour before start of shift for approval of the exchange. All exchange of time shall be subject to the following conditions:

- a) An exchange shall not interfere with a scheduled training session when such is determined by the Town, at its sole discretion, to be beneficial. Training deemed essential by the Fire Chief and missed due to the use of exchange of time in association with a scheduled vacation slot, shall be made up at the employee's time and expense.
- b) Such an exchange does not 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. If the agreeing employee fails to report for reason(s) other than illness, annual leave will be charged; if the agreeing employee has insufficient annual leave, sick leave will be charged. If the agreeing employee does not have sufficient annual and/or sick leave accrued, wages will be deducted 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 her/his sick leave, annual leave, or wages shall be at the overtime rate.
- e) Probationary employees (new hires) will be permitted to exchange time in an amount not to exceed 144 hours. Days exchanged will extend the probationary period by one duty day for each day exchanged unless repayment is made during the probationary period.
- f) Probationary employees (promotional) who exchange time during 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 her/his designee must specifically approve of the request before the exchange is allowed.

h) No employee may exchange time for cash or other considerations.

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 as a result of an exchange between those employees shall not be paid Work in Higher Classification pay when working for that Officer on the exchange. However, an employee 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:

(1) A Station Officer approves the early release.

(2) The exchange is entered into voluntarily between the two involved employees.

(3) The exchange is for one (1) hour or less. (A longer exchange must be approved as provided above).

SECTION 7: CALL BACK

SECTION 1: 42 Hour Shift Employees who have left work and are directed to return to work more than one hour after completing their scheduled shifts or called in more than one hour before their scheduled shift starts shall be paid a minimum of three (3) hours, except in those circumstances described in section 2.

SECTION 2: 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 8: PROBATIONARY EMPLOYEES

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

SECTION 2: Probationary employees shall enjoy the economic benefits herein involving pay, monetary fringe benefits, and working conditions under this Town policy. This policy shall not be deemed to provide rights of job protection to probationary employees.

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 9: REASSIGNMENTS

SECTION 1: Employees assigned to perform Paramedic duties may, at the discretion of the Fire Chief, be

temporarily reassigned to perform other duties for a period not to exceed ninety (90) calendar days per fiscal year at their current rate of pay.

SECTION 10: WORK IN HIGHER CLASSIFICATION

SECTION 1: When an employee is temporarily assigned by the Fire Chief or her/his designee to a higher classification within the unit, the employee shall for the period worked at a rate of:

Firefighter/Driver to Captain	5%
Firefighter to Firefighter/Driver	5%

SECTION 2: Higher classification assignments shall be at the discretion of the Fire Chief or her/his designee and shall be on a rotation basis among qualified employees whenever practical and thereafter, on a rotation basis, whenever practical.

SECTION 3: Pay under this policy shall be paid in the paycheck relating to the dates the higher classification assignment was performed.

SECTION 11: EDUCATION INCENTIVE

The Town will pay an education incentive to existing full-time non-probationary employees.

The education incentive is as follows:

If a covered employee has, or achieves during employment, an associate degree, that employee will receive an additional \$2,000 in annual compensation, which shall be paid through the Town's normal payroll process in equal installments each pay period throughout the year, subject to all applicable withholdings and deductions.

If a covered employee has or achieves a bachelor's degree during employment, that employee will receive an additional \$4,000 in annual compensation. This compensation shall be paid through the Town's normal payroll process in equal installments each pay period throughout the year, subject to all applicable withholdings and deductions.

The Town will pay for only the highest degree obtained. Incentive pay may not be stacked for multiple degrees. Employees must present to the Town, through the Fire Chief or designee, a copy of their degree, along with a certified transcript of classes taken that reflects the completion of the degree.

The education incentive will only be paid if the degree has been earned at an institution recognized by the Council for Higher Education Accreditation and if it relates to the position held by the employee.

SECTION 12: LONGEVITY PAY PROGRAM

The Program provides employees who have reached a certain number of years of employment in 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 shall be paid in accordance with applicable laws. Longevity Pay is provided as follows:

Employees who reach their 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

SECTION 13: HOLIDAYS FOR FIRE DEPARTMENT PERSONNEL

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: HOLIDAY PAY FOR FIRE DEPARTMENT 24/72 SHIFT PERSONNEL

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. 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: ACCUMULATION OF PERSONAL HOLIDAYS

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 1 and June 30 shall receive 8 hours of personal holiday for the fiscal year. Employees starting to work between July 1 and September 30 shall receive no personal holidays for the fiscal year.

SECTION 5: EMPLOYEES ON WORKERS COMPENSATION OR DISABILITY

Employees on disability for less than thirty (30) days, as provided for in the "Disability Leave" policy, shall receive holiday pay provided for in this Section for up to the 30-day period.

SECTION 6: EMPLOYEES ON SICK LEAVE

An employee on authorized sick leave on the day designated as a holiday shall receive holiday pay provided the employee works the regularly scheduled day before and after the holiday.

SECTION 14: 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. Overtime hours and overtime compensation shall be defined, calculated and implemented as prescribed by the Fair Labor Standards Act and the United States Department of Labor.

SECTION 2: The Town will continue to devise methods to distribute overtime fairly. To do so, the Town will use the Scheduler Module in the First Due Platform, which provides audit trails and uses voice calls, SMS, email, or mobile application for overtime notifications.

SECTION 3: Scheduled overtime in any classification will be offered first to the employee with the least amount of total overtime hours worked and will continue in this manner until the slot is filled. Higher classification assignments shall be at the discretion of the Fire Chief or her/his designee and shall be on a rotation basis among qualified employees whenever practical and thereafter, on a rotation basis, whenever practical.

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 Policy, 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: Overtime as a result of callback shall be provided for in the Call-Back Policy and shall not be subject to the provisions of this Policy.

SECTION 7: Compensatory time off may be granted in lieu of overtime payment. The maximum accumulation of compensatory time shall be one hundred and twenty (120) hours.

SECTION 8: When an employee reaches an accumulation of ninety-six (96) hours of compensatory time the employee shall be required to take twenty-four (24) hours of compensatory time off in one scheduled twenty-four (24) hour period. In the event the employee has not taken the twenty-four (24)

hours off in one scheduled twenty-four (24) hour period within ninety (90) days from the date of accumulation of the ninety-six (96) hours of compensatory time, the Town will schedule the employee to be off on compensatory leave for a full twenty-four (24) period. Compensatory time shall be used and administered in the same manner as specified in Section 2, of the Annual Leave Policy.

SECTION 15: COURT TIME

SECTION 1: Court time is the time 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 16: UNIFORM MAINTENANCE ALLOWANCE

SECTION 1: Equipment, uniforms, or linens issued by the Town damaged or lost through negligence will be replaced at the employee's expense, in accordance with applicable wage and hour laws.

SECTION 2: The Town shall pay employees one hundred fifty dollars (\$150) per year as a shoe allowance, provided that the shoes purchased are ASTM F 2412 and ASTM F2413 compliant.

SECTION 17: TUITION REIMBURSEMENT

SECTION 1: All employees who have been in the employ of the Town for a minimum of 12 months shall be eligible to apply for participation in the Tuition Reimbursement Program as provided for in the following sections:

SECTION 2: This plan is applicable to educational programs offered by post-secondary, accredited educational institutions, approved vocational school classes that are college credit courses and which can be transferred to a post-secondary, accredited institution, including the State Fire College; or non-credit educational/training courses that: (a) are necessary to obtain an initial certification from the Florida State Fire College, to include FLUSAR curriculum, and are courses offered by an institution listed in the U.S. Department of Education Database of Accredited Postsecondary Institutions and Programs or (b) those approved by the Fire Chief or designee.

SECTION 3: The program and/or course must be related to the needs of the Town in that it has the potential to improve the performance level of the employee in the employee's present assignment or develops an employee's ability and knowledge to meet the needs of future assignments within the Town.

SECTION 4: The employee must meet the entrance requirements of the educational institution offering the course and must have the approval of the Town Manager or designee prior to enrollment in the course or program.

SECTION 5: Upon completion of an approved course, an employee may apply for tuition reimbursement in an amount equivalent to the following percentages of the tuition cost:

Percentage Reimbursed:

Grade Earned "C" and above, or "Pass" in Pass/Fail Course

100%

Approved coursework will be reimbursed at an amount no to exceed the then current credit hour rate established for in-state residents at Florida Atlantic University ("FAU"), in an amount equivalent to the above percentages of the tuition costs. Coursework taken at out-of-state or online universities for the Open Learning Fire Service Program, administered by the National Fire Academy, will be reimbursed at 100%, subject to the reimbursement by grade formula and maximum FAU rate indicated above. If financial assistance is available from the Veteran's Administration, or other sources, the amount of reimbursement shall be limited to the difference between the amount paid under this section and the amount received from other sources. All requests for reimbursement must be made within sixty (60) days of the end of the grading period.

SECTION 6: If an employee voluntarily terminates employment within two (2) years of receiving tuition reimbursement, the employee shall reimburse the Town for any amounts received for that period through deduction from any final pay to which the employee is entitled, or by such other means as may be necessary to recover the sum.

SECTION 7: Courses must be taken through an educational institution identified in the U.S. Department of Education database of regional accredited postsecondary institutions and programs in order to be eligible for this education reimbursement.

SECTION 18: TRAINING

SECTION 1: The Town shall provide compensatory time for non-Town provided training along the following general guidelines:

- a) The Town shall retain full discretion to select courses or seminars where compensatory time shall be offered.
- b) The Town shall retain full discretion as to the use of any accumulated compensatory time.
- c) A fair method of selecting attendees shall be devised by the Town.

SECTION 2: The Town shall provide appropriate equipment for physical training as agreed upon by the Wellness 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.

SECTION 19: CIVIL SUITS

SECTION 1: The Town shall, upon timely notice by an employee, undertake the defense of any employee covered by this policy against civil damage suits arising an as a result of any act, event, or omission of action in the scope of her or his employment, as set forth in Florida Statute Section 768.28, and shall file appropriate counterclaims.

SECTION 2: The Town shall indemnify all member employees against judgments for compensation damages rendered against a member employee in a civil damage suit arising as a result of any act, event, or omission of action in the scope of her/his employment for the Town. The Town shall not indemnify any employee against judgments rendered in civil suits, which the Town has not been given notice of and an opportunity to defend. The Town shall not indemnify any employee against judgments

rendered in civil suits where the employee's acts giving rise to the judgment were found to be in bad faith, with malicious purpose, or committed in a manner exhibiting wanton and willful disregard of human rights, safety, and property.

SECTION 3: The employee shall give notice to the Town within forty-eight (48) hours of all injuries or damage to persons or property, including the employee himself, incurred by or witnessed by the employee while the employee is on duty.

SECTION 4: It shall be the duty of the employee to notify the Town Attorney of her/his being served with any civil action on the day of receipt by the employee or the first Town business day thereafter.

SECTION 5: The employee has the right to retain counsel of her/his choice at her/his own option and expense. However, the Town shall retain full control of the litigation unless the employee releases the Town from all indemnification and defense obligations here and by law.

SECTION 20: DISEASES AND IMMUNIZATION

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

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

Flu shots - once per year if available

Tetanus - once every ten (10) years

Hepatitis - (Type B) - once every five (5) years

SECTION 3: A labor-management committee shall be established which shall consist of the four Shift Captains, the Infectious Disease Control Officer, the Fire Chief or designee in the Fire Department, the Human Resources Director or designee, and the Medical Director. The committee shall meet as needed and upon the request of any two (2) members of the committee for the purpose of developing recommendations to the Town Manager regarding:

(a) Procedures for infection control to be followed when responding to medical emergencies.

(b) Emergency medical response personnel should be educated and trained on the proper observation of barrier precautions designed to promote infection control.

(c) Develop an effective communication system between the Fire Department and local medical facilities, which shall seek to ensure 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 policy 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 appropriate vaccinations.

SECTION 21: MANAGEMENT RIGHTS

SECTION 1: Each employee recognizes that the Town has the exclusive right to manage and direct the various departments of the Town. Accordingly, the powers and authority that the Town has not specifically abridged, delegated, or modified by the express provisions of any policies 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 the 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 of such functions. Any right or privilege of the Town not specifically mentioned by the Town in this Agreement shall remain with the Town.

SECTION 22: SENIORITY LISTS

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 scores 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 and merit review dates of an employee who is on Authorized Leave Without Pay shall be advanced one consecutive calendar day for each consecutive calendar day of the leave period. The merit review date of an employee who is receiving disability pay in excess of thirty (30) calendar days in accordance with Disability Policy shall be advanced one consecutive calendar day for

each consecutive calendar day of the entire disability leave period.

SECTION 4: Initial Seniority List placement, for original employees hired on or before March 18th, 2024, shall be based on two criteria: previous time in grade/rank (or higher) at time of hire date, and previous total years/months of service as a paramedic firefighter or higher rank with all past fire service agencies. Time in grade or higher will be considered first, then total years of service.

SECTION 23: WORKING CONDITIONS

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.
- (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 school and civil 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 her/his 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.