

MINUTES OF WORKSHOP **HARMONY COMMUNITY DEVELOPMENT DISTRICT**

The workshop of the Board of Supervisors of the Harmony Community Development District was held Thursday, November 30, 2017, at 4:00 p.m. at the Harmony Golf Preserve Clubhouse, located at 7251 Five Oaks Drive, Harmony, Florida.

Present and constituting a quorum were:

Steve Berube
Ray Walls
David Farnsworth
Kerul Kassel
William Bokunic

Chairman
Vice Chairman
Assistant Secretary
Assistant Secretary
Assistant Secretary

Also present were:

Bob Koncar
Tim Qualls
Steve Boyd
Gerhard van der Snel
Residents and Members of the Public

District Manager: Severn Trent Services
Attorney: Young & Qualls, P.A.
District Engineer
Field Manager

FIRST ORDER OF BUSINESS

Roll Call

Supv. Berube called the workshop to order at 4:00 p.m.

Supv. Berube called the roll and stated let the record reflect we have a full Board.

SECOND ORDER OF BUSINESS

Audience Comments

There being none, the next item followed.

THIRD ORDER OF BUSINESS

Employee Policy Manual Options

A. Modify STS Employee Handbook

B. Prepare District Unique Policy (TQ)

Supv. Berube stated: It says modify the STS Employee Handbook, I think last month at the regular meeting we decided to have District Counsel prepare a more targeted set of policy considerations and assemble them into some format which is what you see here. It is ready to go or ready for discussion at this point, as the case may be.

Supv. Kassel stated: there is no reporting hierarchy. How does it work if there is a Human Resources issue? If there is some kind of discrepancy between policy and action, whether it is Mr. van

der Snel needing to bring somebody to Human Resources or some kind of overview. What is our ability to do that? Through Severn Trent or through FRM? That is one significant thing that has to be addressed.

Supv. Walls stated: That one is at the top of my list. I think there needs to be a defined reporting structure.

Supv. Kassel stated: Not only reporting but management structure.

Supv. Walls stated: That is what I mean. I think over time we have gotten away from the way the CDD was intended to be run. The statutes say the District Manager runs the District. For a long time, and this is on all of us, the District Manager has become a paper keeper. They fill out the paperwork, come to the meeting, and that is kind of where we have been. I know a lot of responsibility has fallen on Supervisor Berube and we have let him take that role and we need to get away from that at this point. Going forward Mr. van der Snel should not come to anyone of us on this Board for direction; we are a policy body. He needs to go to the District Manager to get direction because we tell the District Manager here is our policy and the District Manager implements that policy through the staff. We need to create an organizational chart / hierarchy that reflects that so that all the employees know if they have an issue where to go to, if I have an issue with my supervisor here is who I go to and there is a structure for that.

Supv. Kassel stated: And if the supervisor and employee have an issue for the supervisor to have someone to go to and not just on paper or chart. It needs to be that the District Manager is acting in that capacity.

Supv. Berube stated: The previous version of this opened with the employment relationship between the employee and District Manager. It said when the employees have a problem and it is kind of addressed in II. C. Open Door Policy; it said if you cannot get it done locally you go to the District Manager and the District Manager's name is, and the phone number is 407-566-1935. That is the Celebration office and where the District Manager is typically housed. Somewhere in this version it got dropped.

Supv. Bokunic stated: It is under Equal Opportunity Employer and if employees are feeling discriminated against they should contact the District Manager at Severn Trent.

Supv. Kassel stated: You need to have contact information. I am supposed to call them but who am I supposed to call, where do I find that number.

Supv. Walls stated: A relationship needs to exist; that is the first thing.

Supv. Berube stated: It was there. I did not look for it in this version because it was in the previous. Apparently when this got typed, that got left out.

Mr. Qualls stated: It is in there but I hear what you are saying it needs to be clearer. The contact for Severn Trent is on page one and is under the Equal Employment Opportunity and this is more global than that and then the relationship between Harmony CDD, FRM, and the District Manager under II. B. What I am hearing you say is it should be established upfront more clearly.

Supv. Berube stated: Yes. Not buried in the text.

Supv. Kassel stated: More clearly, but also with the appropriate contact information.

Supv. Berube stated: The reason I remember it is because the version I saw had a blank line because they did not have the phone number. It said whom / District Manager and I filled in the phone number, we sent it back and now it is gone.

Mr. Qualls stated: The number is there, but again it is under the Equal Employment Opportunity. I agree we will move that to new section, work chart, contact information.

Supv. Bokunic asked: Is this radically different than what has been happening?

Mr. Qualls responded: I do not know; I cannot speak to that.

Supv. Berube stated: We have never had a quantified policy - we had a bunch of pieces of paper that said these are the holidays, these are work rules, and all those pieces of paper have been regurgitated into a nice book with the added legal like Florida Civil Rights, Veterans' Preference, Workers' Compensation and such.

Supv. Walls stated: It is nice that it is in a book but I am just talking about practicality. Beyond oversight does Mr. van der Snel go to the District Manager?

Mr. van der Snel responded: If there are issues and I have to give out a written warning, the written warning goes to the District Manager for approval, if the District Manager approval is there the written warning will be given and then sent for the records to FRM.

Supv. Walls asked: If you have a question about day-to-day operations, say you have a question that has come up from Servello about how should we do this and you do not know the answer, who do you go to currently?

Mr. van der Snel responded: Usually I asked for Supervisor Berube's opinion. If I really get stuck I try to figure it out with Servello.

Supv. Walls stated: That is the issue I am trying to fix here. Supervisor Berube is one member of this body and it takes three votes here to do anything. We need to make that travel through the District Manager. It has worked for a while but now we are growing and we need to make sure we are in line with the law and with the way statutes for CDD's were setup.

Supv. Kassel stated: I would also like to ask Mr. Koncar because when I asked it, I saw an expression that I was not sure what it meant. I do not know if our relationship with FRM complicates things and I want to hear from you as to how that works and who would be the appropriate person to contact like HR or does Mr. van der Snel get performance reviews? Do you get performance reviews? How does all that work?

Mr. Koncar responded: In looking over the policy under II. Employee Policy / C. Open Door Policy. It outlines the process you are talking about because it says anytime the employee needs to discuss concerns related to their job they should always come first to the Field Operations Manager. All matters to be discussed will be kept confidential. Sometimes this may be in regard to the employee's performance review or disciplinary action. Sometimes it may be suggestions to improve the office or a problem with another employee. No matter the situation, the Field Operations Manager or designee will likely be able to correct the problem or clean up the misunderstanding on a face-to-face basis. Under B. it says the employee's first line of contact for any employment related questions or issues should always be through the Field Operations Manager or the District Manager and not FRM.

Supv. Walls stated: My issue with the way that is worded is if we had a future Field Operations Manager and one of our employees saw him taking stuff home, or taking gas. The way this policy reads the first thing he has to do is go talk to the Field Operations Manager who is taking the gas. I think that needs to be changed or clarified that if the problem is with the Field Operations Manager there is another avenue for you to go and handle this issue. It may not be something this bad, they may just have a really bad relationship or something along those lines where going to him would not be the best thing to do. I do not know that it necessarily should say you must always go first to the Field Operations Manager if there is an issue.

Supv. Berube stated: What if we change the words the employee's first line of contact for any employment related questions or issues can be through the Field Operations Manager or the District Manager, as the situation warrants. That gives the employee the ability to decide where he wants to go.

Supv. Walls stated: So he has an option.

Supv. Kassel stated: Take always out and it resolves the issue.

Supv. Bokunic stated: The problem with that is you want Mr. van der Snel to be the first one they go to.

Supv. Berube stated: No, if they have a complaint about him.

Supv. Bokunic stated: That is logical but I am talking about a normal everyday.

Supv. Walls stated: If they have issues with another employee, of course they go to Mr. van der Snel but if it is not resolved who do I go to next.

Supv. Berube stated: We are just taking out the requirement that they always go to him first. They have two options.

Supv. Kassel stated: The next paragraph says anytime an employee needs to discuss concerns related to their job they should always come first to the Field Operations Manager.

Supv. Berube stated: We can change the verbiage there as well.

Mr. Qualls stated: We need to add the option.

Supv. Berube stated: Add the option globally.

Supv. Kassel asked: Do we feel we resolved the issue of that? Who would be the person in HR that they would contact? Is that someone you have been in touch with?

Mr. Koncar responded: It would not be HR it would be me.

Supv. Berube stated: Or until Mr. Koncar is somebody else. Nothing against you but I am sure you don't need to do this forever.

Supv. Kassel stated: II. F. Terminations - Discharge - in case of discharge employee will not receive any vacation pay or other accrued non-wage benefits. They will receive any wages earned.

Supv. Walls stated: By law.

Mr. Koncar stated: Yes.

Supv. Walls stated: I had a question on accrued leave. If you are fired or leave and you have accrued leave is it legal not to pay it out? You can say you earned it but you will not get paid for it?

Supv. Farnsworth stated: I think there is a problem with that.

Mr. Koncar stated: I think one of the issues is between sick leave and annual leave. Normally, annual leave is earned and as long as it is earned over the period of time and there are certain employment conditions. You have to work six months to get so many days, etcetera. That is required to be paid. Sick leave is not.

Supv. Farnsworth asked: Not what?

Mr. Koncar responded: It is not compensable.

Mr. Farnsworth stated: I get that but there is a problem with this document. It says if you accrued it you forfeit it.

Supv. Berube stated: Whatever the law is.

Supv. Walls stated: This says vacation pay.

Supv. Kassel stated: If they accrued and earned that over the time before they are terminated then shouldn't they receive that. This says they will not receive any vacation pay.

Supv. Farnsworth stated: There are several things in that section that are wrong.

Supv. Kassel asked: In the discharge paragraph?

Supv. Farnsworth responded: In the accrual paragraph; which is separate from this but, it all blends together and there are problems with that.

Supv. Berube stated: On the paragraph for discharge you can go round-and-round about what is legal or not. It has already been contemplated because if it is mandated by law they will get paid for it if they get discharged. If it is optional or not required under the law and you are discharged you lose it. That is what that says, unless mandated by law.

Supv. Kassel stated: I do not feel right about withholding earned vacation pay.

Supv. Walls stated: I do not know that you can.

Supv. Farnsworth stated: Part of the reason this is confused in my opinion is in the accrual section you have blended, merged vacation and sick and they are two distinctly different items. In the accruals section you have if you do not use-it, you lose-it. That is not good policy and I do not know if it is even legal.

Supv. Kassel stated: It says an employee will not receive any vacation pay, and yes it does say unless mandated by law but maybe we just get rid of it. From my point of view if you have worked to this point you have earned your vacation pay why should you have to lose it?

Supv. Berube responded: Because you did something bad enough to be fired.

Mr. Qualls stated: Policy setting is your job but there is no requirement in law that an employee is entitled to pay for unused vacation time. The policy at my office is, it is vacation time, if you do not go on vacation you use-it or lose-it and that is other places as well. Any policy you want, that is not my job to weigh into but it would be lawful to not pay it out.

Supv. Walls stated: I did not know.

Supv. Kassel stated: It is more of a morals, ethical question.

Supv. Farnsworth stated: There is more to this and I will get into it when we get to that section.

Supv. Berube asked: Is it your wish Supervisor Kassel to pay for vacation that is accrued if an employee gets discharged?

Supv. Kassel responded: It is.

Supv. Berube asked: Does anybody else go along with that?

Supv. Farnsworth responded: Yes.

Supv. Bokunic asked: If they get fired?

Supv. Farnsworth stated: You cannot accrue that much. You are only talking about the period or what is allowed for one year. They cannot accrue past the second year; it is not going to happen and it is not that much that you are talking about.

Supv. Walls stated: There is no carryover according to this. You are right that the most you would end up with is a few days.

Supv. Farnsworth stated: I do not see the reason for it worded that way.

Supv. Berube stated: Because somebody is being fired. It takes a long process to get fired. You have to be a really bad dude to get fired around here.

Supv. Farnsworth stated: Go the other way, someone found it necessary to terminate themselves halfway through the year. In that case they could say I am going to take a week's vacation and then quit. One way or another they are going to get paid for it.

Supv. Walls stated: People do that. It does not necessarily bother me so much if you are fired. You lose a lot of stuff a lot of times if you are fired. In government you might lose your pension. There is stuff you lose if you are fired for cause.

Supv. Farnsworth stated: There is the catch, cause.

Supv. Berube stated: The firing process here is multiple written violations all signed by the District Manager and going over to FRM.

Supv. Kassel stated: This section says the District reserves the right at any time to terminate employment with or without cause.

Supv. Walls stated: That is the law in Florida.

Supv. Kassel stated: If they are being discharged without cause they should get their vacation time.

Supv. Berube stated: The FRM contract has a very defined method of operation that remember, besides this policy we have a contract with FRM that we are bound to abide by. They have very specific rules about how you discipline employees, there are forms, it is multiple written violations and what's going to happen, the employee has to sign it or not, it takes a lot to get fired and the guy is likely to know it's coming. One written violation does not get you gone.

Supv. Farnsworth stated: Without cause seems to be a pretty big loophole.

Supv. Berube stated: I think that is part of the right to work state. We told District Counsel to make our policy comply with law and that is exactly what he did.

Mr. Qualls stated: To be clear the law in Florida is you can be fired for no reason, you can be fired for any reason, just so long as it is not an unlawful reason.

Supv. Berube stated: The reason this came up is because Supervisor Kassel wants to pay vacation pay for an employee who gets terminated? Is that correct?

Supv. Kassel responded: Without cause.

Supv. Berube asked: Who agrees with that position?

Supv. Farnsworth responded: I do.

Supv. Walls asked: Wouldn't that be a layoff? No. You can fire anybody for any reason.

Supv. Kassel stated: There is no indication under layoff of what happens.

Supv. Berube stated: The presumption is you would get it all.

Supv. Kassel stated: That is exactly right, presumption.

Mr. Qualls stated: We can add the same sentence where they retire, the employee shall receive pay in lieu of vacation not taken. We could put that at the end of these others if you would like that. What is the will of the Board?

Supv. Berube stated: Let's deal with the discharge. Who wants to pay for vacation for someone who is discharged?

Supv. Kassel responded: Without cause. Can we go for that?

Supv. Berube stated: Make a motion.

Supv. Kassel asked: Do we need a motion?

Supv. Walls responded: I think there is consensus.

Supv. Kassel stated: And add that to layoff. Under Exit Interview I am not comfortable with just you have a right to an exit interview.

Supv. Farnsworth stated: I think it was worded that way if the employee does not want it they do not have to go through it.

Supv. Kassel stated: I think the exit interview is important so that the District Manager has a good understanding of what has happened. Maybe you are urged to have an exit interview with the District Manager.

Supv. Walls stated: Where I work, when you leave you are given a form to fill out that asks why did you leave and you can include comments, or last parting shots, whatever the case might be. It is a standard form that collects the information that we are looking for in terms of figuring out why they left. We can do something like that - provide them with the form, they can fill it out if they are there or you

can mail it to them. To me if you are leaving on bad terms, meetings are weird. But a form people are more apt to fill out to say I hated this job because or I left because whatever.

Supv. Kassel stated: I am suggesting an interview with Mr. Koncar.

Supv. Walls stated: You can collect all the information you need with a form.

Supv. Berube stated: The form can say you can give written comments here or schedule a personal exit interview with the District Manager.

Supv. Farnsworth stated: You have already made it mandatory by saying you are going to do this or this. They should be able to say I do not want an exit interview, I do not want to tell you.

Supv. Kassel asked: What would this say?

Supv. Berube responded: An exit interview form.

Supv. Kassel asked: What would this say in the Employee Handbook? Would it say you are requested to fill out an exit interview?

Supv. Berube responded: You will be asked to fill out an exit interview form. It will include contact information if you request a personal exit interview with the District Manager.

Mr. Qualls asked: Can we take the form and attach it as Addendum C.

Supv. Berube responded: yes.

Mr. Qualls stated: Saying employees are encouraged or have the option to fill out the form.

Supv. Farnsworth stated: That would be better to clean up the wording.

Supv. Kassel stated: Also, have the option of an exit interview with the District Manager.

Supv. Farnsworth stated: Make it non-mandatory; a request.

Supv. Kassel stated: It will say you are encouraged.

Mr. Qualls asked: Would you want to use the same form they use in Orange County?

Supv. Walls stated: I can send it over to you.

Supv. Berube stated: Modify it to suit our terms.

Supv. Walls asked: Am I able to send it out to everybody without saying anything?

Mr. Qualls responded: As an FYI, yes, but the minute somebody replies on accident.

Supv. Berube stated: Let him circulate it.

Supv. Kassel stated: Under III. B. - Raises, it would be good if there were some way of showing how merit is tied to the pay or longevity.

Supv. Walls asked: Can I suggest something because I think on this whole thing with pay we need to step back a little bit. One thing we do not have or I have not seen is job descriptions.

Supv. Kassel stated: We need those too.

Supv. Walls stated: What is the pay scale, do we have a pay scale, do we need to set a pay scale as a Board. I think we probably do, I do not think we have ever done that. I would suggest once you get a pay scale, which essentially is a range that each position can make. Merit raises sound good but it's hard to administer especially when you have a finite amount of money. What I would say is we as a Board each year come up with a cost of living adjustment, usually three or four percent or something like that and increase everybody's pay that is onboard. If they are onboard hopefully they are performing well, everybody gets a raise and call it a day. But also included in that is if you have certifications, if you had to get a license to do certain types of jobs, there should be pay for that as well that compensates you for doing additional things.

Supv. Berube stated: It is addressed further in.

Supv. Walls stated: I am saying that should be a specified amount. Fifty cents per hour or whatever it is depending on the certification and how hard it is to come by. We should have a set amount that says this is how much you get.

Supv. Kassel stated: It should not be arbitrary.

Supv. Walls stated: You do not want to give one fifty cents an hour for getting the same certification but the other guy is getting twenty-five cents per hour for it. I think we need to step back on all of it where it comes to pay. Start with what are the jobs, what is the market for the jobs, what should they be making and then decide how you progress through whatever that pay range is.

Supv. Kassel stated: You are suggesting it is more of a cost of living increase and less of a merit or longevity increase.

Supv. Walls stated: Cost of living and longevity are the same; the longer you are here the more you make. That is the way I would propose you go and then you take out people getting upset because they did not get as much as this guy. Sometimes it is not fair to do it like that but sometimes it is not fair to do it the other way either. I think it just makes it a whole lot easier and less subjective to say here is the raise for all the employees this year and leave it at that.

Supv. Berube stated: Initially this said wages are tied to budget increases as determined by the Board for each fiscal year. That turned into a lot of discussion that can be taken the wrong way.

Supv. Walls stated: There may be years where it is lean and we say we cannot provide a raise.

Supv. Farnsworth stated: You do not want to make this automatic.

Supv. Walls stated: What I am saying is each year this Board will approve a budget and that budget will include what the raise is for the employee is.

Supv. Farnsworth stated: That wording really does not belong in here.

Supv. Walls stated: It is going to tell you how the raises are governed in the policy.

Supv. Berube stated: To cover raises we add a section Addendum D. Addendum D is a job description and pay scale/range. Raises will be governed at the discretion of the Board. It will be tied to the budget but it may not be exactly the same as the budget increase. When we will look at field services each year we will plug in some sort of a number.

Supv. Walls stated: We may add a guy and increase the field services budget by 10% but the raise is 4%.

Supv. Berube stated: Addendum D covers pay scales based on job description and any intended raises which may be offered or something to that effect. Addendum D will also get the job descriptions. We have to be careful because most of these guys are cross trained and everybody can do everybody else's job, within reason.

Supv. Walls stated: You can include that in the job description - there may be other duties as assigned.

Supv. Berube stated: Nobody can step into a license position except for a licensed guy but anybody can pick up trash or paint a bench.

Supv. Walls stated: It will be good for everybody that it is defined. Here is what my job is and what is expected of me. Especially when you are coming in new, you want to be able to read what the job is you are getting.

Supv. Berube stated: Your task is to come up with the job descriptions for the four positions as well as yourself. Your job should include all of the below and everything else they can throw at you.

Mr. van der Snel stated: Okay.

Supv. Berube asked: Did we cover that well?

Supv. Kassel responded: I think so.

Supv. Farnsworth stated: It depends on what it looks like after it is written up.

Mr. Qualls stated: To make sure I understand, you are going to have a pay scale; raises can be made within that scale so long as approved by the Board.

Supv. Berube stated: Yes. Once we set a scale and increase and every year there will be an increase percentage assigned to it.

Supv. Kassel stated: We should retain the ability to set the amount and when we feel it is appropriate. For example if the CDD starts going in the red for whatever reason, we may not want to have a mandatory pay increase that year.

Supv. Farnsworth stated: It should not even be mentioned there.

Supv. Berube stated: It is not a guaranteed increase.

Supv. Walls stated: It is like you said it is going to be set by the Board. My intent will always be to get a raise to the guys and every year that is what I hope to do. As long as it is left to the Board's discretion I think we also need some other statement that says we have this cost of living / longevity raise but also there needs to be a provision for if the District Manager feels an employee is deserving, for some reason, of an additional raise on top of whatever. If something special were to come up and we need to compensate somebody more, there needs to be a provision where we can come back and do that.

Mr. Qualls asked: Can we say employees may be entitled to a cost of living adjustment subject to approval by the Board whenever the CDD establishes the budget.

Supv. Kassel stated: That is not addressing what Supervisor Walls is saying.

Supv. Walls stated: There may be times when a raise outside of a cost of living adjustment is deemed appropriate.

Supv. Kassel asked: Who are you bringing that up to?

Supv. Walls responded: To the Board. It can be brought to the Board by the District Manager.

Mr. Koncar stated: The Board would set the maximum amount of raise. The other option you can look at is something that does not cost the District money which is if an employee goes out and finds a way to save money. They look at the phone system, you have three phone lines coming in and you only need two. You can save \$1,000 a year by eliminating a phone line and they would get some kind of bonus for that.

Supv. Walls stated: That is what I am talking about; a provision that allows us to do that.

Mr. Koncar stated: Those are things that would work within the budget parameters. My concern is I do not want it to get out of control where you are giving increases but the money is not there to cover it.

Supv. Walls stated: Certainly.

Mr. Koncar stated: There should be budgeted amounts for increases based on performance once and the other would be optional performance, merit, however you want to call it but those can be for items that are not necessarily budgeted but still give the employees incentives to go out and look for ways to save money for the District.

Mr. Qualls asked: Can we make a simple fix that says employees may be entitled to an annual pay increase subject to the discretion and approval of the Board.

Supv. Walls stated: There you go.

Supv. Berube stated: District Manager and the Board.

Supv. Walls stated: Add and the Board to the longevity and performance in the second paragraph where it says subject to the discretion and approval of the District Manager.

Supv. Kassel stated: That is only Field Operations Manager; it does not say and staff.

Mr. Qualls stated: The idea was the staff was addressed above.

Supv. Kassel stated: Not in this paragraph.

Mr. Qualls stated: This is just the Field Operations Manager.

Supv. Kassel asked: What is the difference between the Field Operations Supervisor in the paragraph above and the Field Operations Manager in this paragraph.

Mr. Qualls responded: What it said was employees may be entitled to an increase subject to Mr. van der Snel's approval. That was basically ratified by the Board. The first paragraph we drafted to cover employees and the second paragraph to cover the Field Operations Manager.

Supv. Walls stated: The first paragraph should be inclusive of everyone.

Supv. Kassel stated: In that paragraph there is mention of a Field Operations Supervisor and in the next paragraph it says Field Operations Manager. Let's be clear.

Mr. Qualls stated: It is a typo but now it will say all positions so you have effectively made that a moot point.

Supv. Kassel stated: At the end it is who has approval and should be the proper person.

Mr. Qualls stated: It is just going to say the Board. It is going to say all positions are subject to a 90-day probationary period...and approval of the...cross out everything but the Board.

Supv. Berube asked: Don't we want it to say the District Manager and the Board?

Mr. Qualls responded: Ultimately everything your District Manager does comes back to you but it can say both.

Supv. Walls stated: It does not need to. He is going to be the one submitting the request when they make the budget.

Supv. Berube stated: That is not what I mean. If an employee is up for a raise because he has been here for a year do you want the District Manager to have to come to the Board to say this employee is up for a raise, we are going to give him fifty cents and need approval.

Supv. Walls stated: What I envisioned was when we set the budget we say this is what the raise is for the year.

Supv. Berube stated: Give him a package number.

Supv. Walls stated: No, everybody is going to get the same raise. We are going to say what the raise is, say 4%, and everybody gets 4% when it is their time to get it.

Supv. Berube stated: The District Manager has this pot of money there that he just applies as needed. He does not have to come to the Board to say can I give this guy a 4% raise.

Supv. Farnsworth stated: There are two different things - one is the raise he is talking about is independent of a merit increase.

Supv. Berube stated: I understand.

Mr. Qualls stated: Now you have one paragraph that can cover both of those things but the buck stops with you. Is that what I am hearing?

The consensus is yes.

Mr. Qualls stated: Under raises there is going to be one paragraph that says all positions are subject to getting a raise subject to the approval of the Board.

Mr. van der Snel asked: If an employee is not performing at all and has had a written warning, he is on the hot seat, would I have the ability to talk to the District Manager to say why would we give him a 4% raise if he is almost on his way out?

Mr. Qualls responded: Within this modified paragraph you have that flexibility.

Supv. Walls stated: My question would be why is that employee here? If they are so bad that they do not deserve a raise, we do not need them here.

Mr. van der Snel stated: True, but there is a process.

Mr. Koncar stated: It could be timing. In other words if he has gone through the first written warning, is not performing satisfactorily and it is time for annual increases then you would not give that employee an increase.

Supv. Farnsworth stated: You might be more than just the first warning.

Supv. Berube stated: The FRM contract calls for three written warnings before you can terminate. The District Manager is pretty much the first guy to see the written warning after it is issued because he signs off on it and sends it on to FRM. One would think the District Manager would know this employee has one or two warnings already and when it comes raise time we may want to discuss this rather than give them the raise. I think it seems automatic that the District Manager would know there is a problem going on here and we do not want to increase this guy because he is probably going to go next month.

Supv. Farnsworth stated: If there is discussion okay, that is fine.

Supv. Berube stated: It is written.

Supv. Farnsworth stated: With at least two and discussion not just automatically don't get it.

Supv. Berube stated: Yes, and figure out what is going to happen here.

Supv. Walls stated: There are caveats within that such as if you are on your probationary period, you do not get a raise. I do not know if we need to address that in the policy.

Mr. Qualls stated: I think the key is to have the flexibility within your policy so you can do any of these things. What your policy will say is you can as long as this Board approves it.

Supv. Farnsworth stated: Let me ask a question on what I have highlighted; it is the wording that I am questioning. Does that belong in there or is that something we are going to address in the other meeting?

Mr. Qualls asked: Is instead of will be?

Supv. Farnsworth responded: It would be more like may be.

Supv. Walls stated: That is where it gets to the job description. Exempt is based on, by the FLSA, what you do. When we see the job description and how it plays out determines whether an employee is exempt or not. There are a couple of other factors but I think we need to look at that first to make sure it fits the requirements.

Supv. Berube stated: The reason that got put in is because when Mr. Walter was here, Mr. Walter and Mr. van der Snel discussed Mr. van der Snel's request to become salaried rather than hourly. Mr. Walter put that into this policy before discussion by this Board. Right now the Field Operations Manager is hourly, at his request he wanted to go to salary with a commiserate change in salary which balance roughly his overtime most weeks. The change in wages to go with salary was roughly equal to his previous six months. There would not be any more overtime for that position but the new wage would roughly balance what he has been getting for the previous six months. That is how this came into being called out as a salaried position. It is not salaried now.

Supv. Walls stated: That is what I am talking about. I have not heard anything about that. I am not saying it should or should not be but, we have to look at what the job is doing, what the salary is, what we think it should be and that kind of stuff before we put it into policy.

Supv. Berube stated: That is why it showed up here. It was on Mr. Walter; he was going to bring it to the next Board meeting for discussion and then the change occurred so it ended up being put in here without the discussion that was supposed to happen about it. I agree with you that we look at all the job descriptions and then decide does this become a salaried position or stay hourly.

Supv. Walls stated: It may be, but I have not seen any documentation for it.

Mr. van der Snel stated: I asked the FRM supervisor what a salaried position would be to get an exempt salaried position. He said if you open the door of the office and lock it at night, if you hire and fire people, that is pretty much what an exempt salary position is.

Supv. Walls stated: I get it. I know what the requirements are and I am not saying you should not be, what I am saying is it needs to come here first. We need to see all the documentation and review it.

Mr. Qualls stated: So I am clear, for compensation for hours worked, what we are going to say is compensation will be established within the range set forth in attached Addendum D.

Supv. Berube stated: Yes.

Mr. Qualls stated: It will have the job description and compensation; both of those will be addressed. If it changes over time you reflect it in the Addendum.

Supv. Berube stated: The sentence about the Field Operations Manager can come out. You are going to write the initial job descriptions and they will come here for editing. We will figure out how that all finalizes out.

Supv. Farnsworth stated: We are jumping into part of the stuff that was going to be discussed in the next meeting.

Supv. Berube asked: What it is in the regular meeting?

Supv. Farnsworth responded: The business of the job description of the Field Manager. It is a line item in the next meeting.

Supv. Kassel stated: What Supervisor Farnsworth is saying is this is not a matter for the workshop but for the regular meeting, so we are mixing things that should be in the regular meeting with the workshop.

Supv. Walls stated: It is in the policy we are looking at and why it came up.

Mr. Qualls stated: Based on what I have heard you have not discussed at this workshop whether changes would be made for Mr. van der Snel. What you have discussed is in your policy what the parameters of those are. I think you have toed the line nicely.

Supv. Kassel stated: Benefits. Say an employee is covered under their wife's policy; there is nothing here to incentivize them not to take coverage under the CDD if they are already getting insurance elsewhere.

Supv. Walls stated: We have never approved, that I can recall, what those benefits are. What insurances are we going to provide? It is in the policy but as a Board we have never approved that. We have approved budgets for it. I think each year the package of benefits needs to come to the Board to approve, including the premiums we are going to pay. Also, included in that is if the employee does not take the insurance they are saving us money, then they should be compensated back a little of that. I do not know what the number is because I do not know what the premium is. That should be part of the policy.

Supv. Berube stated: The only problem there is as your group shrinks it becomes more difficult to buy insurance. He has a hard time finding coverage that is acceptable and affordable.

Supv. Walls stated: He should not be looking for those things; it should be the District Manager's job.

Supv. Berube stated: The District Manager never has.

Supv. Walls stated: That is something we need to change, too. That is an administrative task not for the Field Operations Manager's to go find insurance.

Supv. Berube stated: It started from nothing to this.

Supv. Walls stated: I understand but we need to fix it.

Mr. Koncar asked: Is that something included in the scope with FRM?

Supv. Berube responded: No.

Mr. Koncar stated: That is not addressed with the FRM scope.

Mr. Qualls stated: No, just workers' compensation.

Supv. Berube stated: The reason it is not addressed with the FRM scope is because the group is too small. It is not now because we have five. When you do PEO's they do not want to deal with you if you do not have five or more employees. When all this started we had four and FRM was basically the only company in the State that would take this group. They also said we will not do benefits and administration with the exception of the required workers' compensation for this small of a group. Now we are at five; however, if all five do not take the coverage they will not do the administration for it and is why it is outside the FRM scope.

Mr. Scarborough stated: The two of us have elected not to take it.

Supv. Berube stated: You only need one guy not to take the coverage and you cannot go through FRM for their insurance package.

Supv. Walls stated: That is why we procure it ourselves. What I am saying is the package needs to be procured by the District Manager and needs to come to the Board each year for approval because prices and plans are going to change every year. Make it a formal process that says here is the benefit package that we are approving for employees this year.

Supv. Berube stated: That is why it changed earlier this year because Blue Cross decided to double the rate and deductible and said take it or leave it, so we left. I agree the District Manager should do it, but it is what it is.

Supv. Kassel stated: When you say that is what it is, that is what it was and may not be what it will be.

Supv. Berube stated: I meant that is what it is now; not that is what it is going forward. This is how we got to where we are at now.

Supv. Kassel stated: I understand it is hard to get insurance but we are still paying per employee. If we are paying for three - we are still paying so what is the incentive for somebody not to take the insurance that we do not have to pay for.

Supv. Walls stated: If the premium is \$15,000 per year and that is what we are paying, if we have an employee who does not take it we are not paying the \$15,000 so give them some kind of credit.

Supv. Berube asked: If you want to do that, do you want to pay the full amount?

Supv. Walls responded: No, come up with a credit, whatever that is based on what the benefit package is.

Supv. Kassel stated: A percentage or something, it is probably going to be hard to do because we would not know necessarily what the insurance rate would be unless they were actually covered.

Supv. Berube stated: We know the rate.

Supv. Kassel stated: Maybe it is a percentage of the rate that they can get back at the end of the year.

Supv. Walls stated: Where I work if you do not take the health coverage you get \$25 per pay period added to your check. Not a huge amount of money but you are getting something. I am not saying that is what we go with but something along those lines. You get compensated if you decide not to take that benefit.

Supv. Berube stated: When all of this started is when Obama Care was coming into effect. I asked the question and they said you cannot compensate employees for not taking an offered insurance. That may have changed.

Mr. Qualls stated: I am pretty sure that is wrong.

Supv. Berube stated: Obama Care has changed a lot so if it is legal. I agree that they are saving us money by not taking it. What do you want to give them?

Supv. Walls responded: I think we can figure that out later. We just have in the policy if you do not take it you may be entitled to compensation.

Supv. Farnsworth stated: As long as it is worded may be not automatically.

Supv. Berube stated: Understanding that if we do this and enough people opt out we may not be able to offer insurance coverage.

Supv. Walls stated: The compensation will not be incentive enough for a person to go without insurance. You have to make it low enough so it does not make them opt out just to get the credit, but high enough.

Supv. Berube stated: To say okay thanks.

Mr. Qualls stated: We want to have a section that basically says if an employee elects not to receive health, vision and dental benefits that employee may be entitled to a pay increase.

Supv. Berube stated: No.

Supv. Farnsworth stated: It is more like an offset.

Supv. Walls stated: Compensation.

Supv. Berube stated: Offsetting compensation.

Mr. Qualls stated: You want to keep it that it is a shall. Nothing is going to change for those receiving the benefits during this cycle.

Supv. Farnsworth stated: May be entitled.

Mr. Qualls stated: I think the law is you have to have at least 50 employees.

Supv. Walls stated: We do not meet the threshold.

Mr. Qualls stated: We want to say may be entitled.

Mr. Koncar stated: I will need to look at this also and get back with you. We have not done the benefits before, in the past, so I need to look at in terms of District employees as opposed to Severn Trent.

Supv. Walls stated: The way I view this is it is just another contract we have with a firm and they happen to be providing insurance benefits.

Mr. Koncar stated: You are talking about a vendor contract.

Supv. Walls stated: Yes.

Supv. Berube stated: Right now we have two - one with Ameritas Life.

Mr. van der Snel stated: Ameritas and Humana. My wife was in the insurance business so she found the insurance agency in St. Cloud and they found a small business package for us. The small business package was pretty much the same as we had except the benefits were much better so we took that. The insurance agency is doing that for us through HealthCare.gov. It is running perfectly well, in my opinion.

Supv. Walls stated: I am not suggesting we change anything. What I am saying is instead of you going out and procuring that contract the District Manager does that. A Field Operations Manager should not be going out getting insurance.

Supv. Kassel stated: That does not mean you cannot make a recommendation of something, but it removes the responsibility from you.

Supv. Berube stated: If it is working well and the premiums do not jump up or deductibles skyrocket like what happened with Blue Cross. All the insurance companies under HealthCare.gov are pretty much the same. It is just a matter of finding one that fits. The flexibility is still there and we are not going to change anything right now but if those deals change and need adjustment or attention then the District Manager will do it and certainly you will input as the administrator and one of the covered. You show the guys who get the coverage the package and say here is what we are thinking.

Supv. Walls stated: Each year that should come to this Board for approval. If we look at it and see that it is not feasible then we will do something else.

Supv. Farnsworth stated: When you say that it will really be up to the District Manager to put together the package we are looking at. He may ask the Field Manager for information but it is still his responsibility.

Supv. Kassel stated: IV. - Attendance and Leave. There is talk about hours, breaks, and when lunch breaks should be taken but it does not talk about how long lunch breaks are.

Supv. Berube asked: How long is lunch?

Mr. Scarborough responded: One hour.

Supv. Walls stated: That is what the policy should say.

Supv. Farnsworth asked: What does that make an eight-hour shift run?

Mr. van der Snel responded: 7:00 a.m. to 4:00 p.m.

Supv. Berube stated: Some shifts are different to cover things like pool closing.

Mr. Qualls asked: In the last sentence - if an employee must leave the jobsite for any reason, the employee must inform their immediate supervisor or the supervisor's assistant by text or phone call. Who is the supervisor's assistant? Second, what does leaving the jobsite mean? If I am working on irrigation and have to go use the restroom, do I need to call my supervisor to tell him that?

Supv. Berube responded: The jobsite is anywhere in Harmony.

Mr. Qualls stated: We are going to define jobsite as the entire property.

Mr. van der Snel stated: The thing is all the staff lives and works in Harmony today. Whenever they leave or need to go home for any reason, that is when I would like to know so there is clarity on where they are and if anybody sees his car at his house at an unusual time I can say it is permitted, he is there for a reason, I know about it. It is to give transparency on where they are and is why I put that in.

Supv. Walls asked: If they were working in front of their house on an irrigation line and ran inside to get a drink do you want them to call or text you about that?

Mr. van der Snel responded: Yes. Now they are in their house and for me it is all about perception.

Supv. Walls stated: We all know these guys. We just need some leniency. I can see situations where somebody may get upset. I know if my boss told me if I was driving by my house and I ran in to get a drink you better call me, I would not care for that at all.

Supv. Farnsworth stated: I do not think anybody is going to go that far.

Supv. Walls stated: I just want to make sure because that is what the policy is. If we are going to define the jobsite as the entire property.

Supv. Farnsworth stated: Do not define it that way then.

Mr. Qualls stated: You can take it out.

Supv. Walls asked: Has it been a problem?

Mr. van der Snel responded: Yes and no. It is a risk that I would like to prevent and also to protect the team.

Supv. Farnsworth asked: What is the objection to the wording?

Mr. Qualls responded: I am just trying to figure out what does jobsite mean. If we said the District's systems and facilities, mirroring what is in the statute.

Supv. Walls stated: Must leave the District infrastructure or systems and facilities for any reason.

Supv. Beurbe stated: It comes down to the same thing; the jobsite is all of Harmony.

Supv. Walls stated: The District infrastructure would just be the work being managed.

Supv. Farnsworth stated: Let me try to qualify that a little bit - the jobsite is all the District owned facilities. A private house is not so this does covers all the words that are necessary. I do not think you have to go anywhere else with it.

Supv. Bokunic stated: To me this is mega micromanaging. I would not like it as an employee and to do things as a perception because someone might see someone, or is it because you want to know if they are going home.

Mr. van der Snel stated: If there is abuse in this area, then I have nothing to stand on because it is not in the policy. I can go home anytime I want.

Supv. Walls stated: To me, at the end of the day, was the job done. This is what I tell my employees all the time - I do not care how you do it, did you get the job done. As long as you are not doing things illegally, I do not care.

Supv. Berube stated: The reason this was put in is because there have been problems and there was no ground to stand on. The learning curve is he needs something.

Supv. Walls stated: There needs to be some discretion in how that is used.

Supv. Berube stated: How about if an employee needs to leave the jobsite for any reason they should inform the immediate supervisor by text or phone call.

Mr. Qualls asked: Is the job description of the Field Manager to supervise the other field employees?

Supv. Berube responded: Yes.

Mr. Qualls stated: Then there is no way you are going to be able to capture everything that entails in this policy. I think your suggestion of if an employee must leave the District's systems and facilities for any reason the employee should inform their immediate supervisor, that is common sense. I do not think you can put everything in there, but I think the way you have changed it is a lot clearer. By taking out jobsite, because that is not something we understand in this line of work.

Supv. Kassel stated: It is not something a new employee would understand.

Supv. Farnsworth asked: You reworded it to what?

Mr. Qualls responded: If an employee must leave the District systems and facilities for any reason the employee should inform the District Field Manager.

Supv. Berube stated: Should instead of must.

Supv. Farnsworth stated: I understand should.

Supv. Berube stated: If they leave the public facilities and go to a private facility they should.

Supv. Farnsworth stated: I thought jobsite was adequate for that.

Mr. Scarborough stated: My personal perspective is when I first started working here, for several months, I would stop at the house to use the restroom or grab something but never more than five minutes. Somebody could potentially abuse that system but the thing is first of all you have to trust your employees and secondly, anybody who takes advantage of it in time it is going to catch up. I agree with what you are saying and I do not necessarily like texting him every time but also I get the reasoning behind it. I do not know that there is any wording that will encapsulate it.

Supv. Berube asked: Are you okay with how we adjusted it; it is a should.

Supv. Walls stated: I think you are saying what we are saying, there just needs to be some discretion in how it is used. If there is a problem we can talk about it another day. It just needs to be fair on both sides. Fair from you that if somebody forgets to tell you they are going to get a drink from their

house you don't give them a hard time and then fair from you that if you go get a drink from your house you won't stay there 20 minutes.

Supv. Berube stated: There was a former employee who was so good about being at his house that I noticed him at his house, frequently. I think you will all remember the picture that was sent in by a resident of some guys out in the woods doing something in the woods they should not have been doing. This gets reported and gets to him. This got put in to give him some ammunition when things get abusive.

Supv. Kassel stated: I think we have covered it and we can move on.

Supv. Farnsworth asked: When workload permits - why is that wording there? This implies that if you load people up you do not get your 15 minute break.

Mr. Scarborough stated: I do not think the breaks are necessary.

Supv. Farnsworth stated: Legally.

Supv. Berube stated: Legally you have to give a break every four hours.

Supv. Walls stated: The Attorney says no.

Supv. Berube stated: I think what it is saying is when you can break free you can take your 15 minutes but it does not necessarily have to be from 10:00 to 10:15.

Supv. Farnsworth stated: I understand that but this says when workload permits.

Supv. Walls stated: It already says may, just axe when workload permits.

Mr. Qualls stated: Done.

Supv. Kassel stated: D. Holidays.

Supv. Farnsworth stated: "D. Holidays" needs to be on the next page with the section it belongs to.

Supv. Kassel stated: I am looking at the holidays and wonder why other National holidays like President's Day and Veterans Day do not appear here.

Mr. Qualls stated: I thought we just did what the State of Florida did but now that I am looking at it they also do MLK Day.

Supv. Berube stated: This has been in effect since day one. It came from FRM - they had paid holidays for their groups and that is where we lifted this from.

Supv. Farnsworth stated: I do not see anything wrong with it.

Supv. Walls stated: Currently employees are getting six holidays.

Supv. Berube stated: Yes.

Supv. Kassel stated: I am a little uncomfortable that they do not get National Holidays, especially if they are a Veteran.

Supv. Berube stated: I work for a private employer and I do not get it. Governments and banks typically give it but private employers do not.

Supv. Walls asked: How many holidays does Severn Trent give?

Mr. Koncar responded: I think we have nine. We do not get Veteran's Day.

Supv. Bokunic stated: Put a couple of floaters in.

Supv. Walls stated: Nine may be a better number than six. If that is what Severn Trent is doing we should try to mirror that.

Supv. Berube stated: I can bet that one of them is the day after Thanksgiving and Christmas Eve as well. You have to be careful because there is a job to be done.

Supv. Walls stated: We should try to mirror what the District Manager does at least.

Mr. Qualls stated: The State of Florida adds in addition to these - MLK Day, Veteran's Day and the Friday after Thanksgiving.

Supv. Walls stated: I would add Christmas Eve for sure and the day after Thanksgiving.

Supv. Berube stated: It is not a bad increase.

Supv. Farnsworth stated: If you are trying to match the nine some organizations leave the ninth one as a Floating Holiday and let the employee choose.

Supv. Walls asked: What about Easter?

Mr. Qualls responded: Easter is always on a Sunday.

Supv. Berube stated: These guys work seven days per week.

Supv. Walls stated: I think you need to put Easter in there.

Supv. Berube asked: If their normal day off is Sunday do they get paid for it?

Supv. Walls responded: I do not think that matters - you get nine holidays.

Supv. Berube stated: We are going to add Christmas Eve, the day after Thanksgiving and Easter.

Supv. Farnsworth asked: Why restrict it to Easter? Leave it floating.

Mr. Scarborough asked: Is the floating independent or is it together?

Supv. Farnsworth responded: It does not matter.

Supv. Kassel asked: What does that mean?

Mr. Scarborough asked: What if we all wanted Easter off?

Supv. Farnsworth responded: You have to schedule it with Mr. van der Snel. If he does not agree with all of you taking it off, then no.

Supv. Berube stated: On the hard holidays the workforce is shut down, nobody is working.

Supv. Walls stated: This does not mean we shut down, we have not discussed that. It does not mean you shut down on all nine of these days.

Supv. Farnsworth stated: Float is essentially like a vacation day.

Supv. Walls stated: On Christmas Eve and Black Friday I do not see you shutting down.

Mr. Qualls asked: Do we need to change the following are holidays upon which the CDD will be closed.

Supv. Kassel responded: To “may be closed.”

Supv. Farnsworth stated: This is an Employee Handbook - you do not have to say the CDD will be closed.

Mr. Qualls stated: You cannot call the Governor’s office on Christmas. It is closed.

Supv. Farnsworth stated: It just seems strange to put those words in an Employee Handbook.

Supv. Walls stated: It matters in how we are going to pay people. You are going to get more money if you are working on a holiday.

Supv. Berube stated: We have the six closed holidays where everything is shut down. We have added three holidays which may cause employees to be scheduled to work on those days. It is addressed further on that if they are scheduled on a holiday they get holiday pay plus eight hours straight time for working on that day. We will leave it at six hard holidays.

Supv. Walls stated: Those are the days the CDD is closed and they get paid for it.

Supv. Berube stated: Yes.

Supv. Kassel stated: We may be closed on the other holidays.

Supv. Berube stated: The CDD may be closed or you may be scheduled to work on the day after Thanksgiving, Christmas Eve, and Easter. If you are scheduled to work on any of those days you will receive holiday pay plus regular eight hours pay.

Supv. Farnsworth stated: E. Accrued Leave - there is a big problem with the way this section is written. For accrued leave you have one item but you are mixing in vacation time and sick time. They are two distinctly different items. For sick leave you have a table for different employees and for different periods of time that they are there. You have a vacation schedule for different employee levels and how much time they are there. For vacation you can only accrue one week and if you do not use-it you lose-it. Sick leave you can build up, if you are here long enough, up to 14 weeks.

Supv. Walls asked: Who currently tracks leave?

Supv. Berube responded: Payroll.

Supv. Walls stated: This is a fairly generous number of days, even combined. When I have employees come on they do not get this much leave. We do combined at work - we do not have sick and vacation days.

Supv. Berube stated: More and more companies are combining it all. It is paid time off.

Supv. Farnsworth stated: I am glad I never worked under that system. It is two distinctly different things.

Supv. Walls stated: Carryover has difficulties. The issue I have with it is the way the leave policy is written. You do not earn enough leave to take a vacation until half way through the year and it goes away at the end of the year and you start all over again.

Supv. Kassel stated: You have to take your vacation between July and December.

Supv. Walls stated: What I think it needs to be is that you get so many weeks of vacation per year and you can take it whenever you want throughout the year based on your supervisor's approval. You will have to track accruals for when a person retires or is terminated so you know how much to pay out but they have to be able to begin taking leave at the beginning of the year. If you want to take a vacation in January, the way this policy is written, you cannot.

Mr. Qualls asked: What would that number be?

Supv. Walls responded: I think the numbers are good.

Mr. Qualls asked: How many days of leave would it come to per year?

Supv. Kassel responded: It is six hours per month.

Supv. Berube stated: After the 90-day probationary period in the first year you get six hours per month or 72 hours in a twelve month period.

Supv. Kassel stated: If you are hired on January 1, your leave does not start accruing until April 1.

Supv. Berube stated: There is no easy way of administering it.

Mr. Qualls stated: If we just said employees are entitled to nine days of leave per year subject to clearance based on schedules by the Field Manager.

Supv. Walls stated: It is more than nine but whatever that number is.

Mr. van der Snel stated: It is ten days.

Mr. Berube stated: The seconded year you get 10 hours per month so that is 120 hours which is three weeks. After three years you accrue 12 hours per month which is 144 hours.

Supv. Walls stated: That is pretty generous and I would space it out more.

Supv. Kassel stated: Maybe you step up at two years and then at three, four or five years.

Supv. Berube stated: It steps up at one and two years.

Supv. Walls stated: Max out at five years.

Supv. Farnsworth asked: Why is it not more like what this table shows. You are trying to do in words what you can do very well in a table.

Supv. Walls stated: I am saying you will still lose your leave if you do not use.

Supv. Farnsworth stated: If you are talking about vacation type leave, I agree with you.

Supv. Walls stated: That is not what I am talking about.

Supv. Farnsworth stated: Sick leave is a different issue.

Supv. Berube stated: We have to keep it combined into PTO because that is the way FRM tracks it.

Supv. Kassel stated: The person who is the formal employer does it that way.

Supv. Farnsworth asked: Why does FRM combine it?

Supv. Berube responded: Everybody combines it. My company is the same way - PTO.

Mr. Qualls stated: I do not want my employees thinking they have to take a sick day when they are not sick. You get a leave day whether you are sick or not; it is a leave day.

Supv. Berube stated: Paid time off, personal time off, whatever you want to call it.

Mr. Qualls asked: How many people want to split the in between - sick and personal leave?

Supv. Berube responded: No.

Supv. Kassel stated: Supervisor Farnsworth does.

Supv. Berube stated: Democracy rules. Here is the way we thought about this as we regurgitated it multiple times to make it work. The idea of having it reset on October 1st is so you are not carrying any future liabilities into the next budget year. We understand that creates a problem with timing and when people come on the job; not everybody starts on October 1st.

Supv. Walls stated: I do not think October 1st matters if you say you get x number of days to use for the year. Then you get another x number of days on October 1st.

Mr. Qualls stated: As long as they understand the fiscal year runs October 1st through September 30th.

Supv. Walls stated: You are going to have the same number of days no matter what day they reset.

Supv. Berube stated: The idea was this is what is on the paper and if there is a problem he has something to back him up. The fact is FRM tracks it and he would have discretion because there is no perfect way of writing all this down and having it fit every situation. There is a certain amount of

discretion to make sure in a 12-month period they do not exceed their accrued leave. I think we can leave it written the way it is but do you want to tighten up how many hours they are gaining?

Supv. Walls responded: If I were writing this I would make it one, three and five years, instead of one, two and three. The difference is not that big but it incentivizes someone to stay on longer. If we are going to write it so they are getting these days upfront - for new employees it needs to be prorated. If you come in six months into the year you get half. In terms of payouts if you were to get your ten days on October 1st and then got terminated on October 2nd, do you get paid all ten days?

Mr. Qualls responded: No, because there is no carryover.

Supv. Walls stated: The accrual still stands - if you get ten hours per month and if you have worked a month and get fired you are paid for ten hours of leave, not ten days.

Supv. Berube stated: That is why you have an accrual per month to avoid it.

Supv. Walls stated: The accrual does not work if you are going to reset it.

Mr. Qualls stated: At our firm we accrue for the purpose of liability but we will make an agreement to advance someone vacation time that they have not accrued if we decide we would like to.

Supv. Berube stated: Mr. Qualls' assistant, Ms. Scarpone who did a good job with this and who I am sure he is going to give what we want to do to her. You have heard what we want to do and Supervisor Walls is suggesting from after the employee's one year it goes to the three year anniversary.

Supv. Walls stated: Yes. The number stays the same in terms of the hours you accrue.

Supv. Berube stated: After the employee's three year anniversary it goes to five.

Supv. Walls stated: At five years you are getting the max.

Supv. Berube stated: After the employees three year anniversary they will accrue leave at ten hours per month, and after the five year anniversary the employee will accrue 12 hours per month.

Supv. Farnsworth asked: Accrue it for how long? Is there any carryover?

Supv. Berube responded: No, annual.

Supv. Farnsworth stated: In other words you are not allowing any carryover from one year to the next.

Supv. Walls stated: If you were to look at packages at other places, this is a lot more generous.

Supv. Farnsworth stated: I vehemently disagree with no carryover.

Supv. Berube stated: In this world you do not want liabilities carrying over and building up and we do not either.

Supv. Farnsworth stated: The limit would be five days for vacation. If you are combining it.

Supv. Berube stated: We have agreed it is PTO.

Mr. Koncar stated: Under the GASB accounting requirement if you do have a leave policy where you carryover, you have to fund it so it would have to be funded from year-to-year.

Supv. Kassel stated: We typically budget that line item over what we need.

Supv. Walls stated: He is saying you have to fund your future liabilities.

Supv. Kassel stated: You are talking about for the accruals.

Supv. Berube stated: It is one more line item that you have to carry that adds to the balance sheet.

Supv. Farnsworth stated: The smoking policy is not acceptable.

Supv. Kassel stated: The policy is not clear. What about during lunch, breaks, is it prohibited on CDD property? More specificity would be helpful.

Mr. van der Snel responded: The way it is now CDD staff is not allowed to smoke or chew tobacco or vape when they are interacting with residents. Anywhere there is interaction with a resident.

Supv. Kassel stated: Maybe it should say no smoking or vaping on CDD property during work hours.

Supv. Berube stated: Britten is the only smoker right now and I have seen you smoking at different times but never when you are interacting with someone. The policy as you understand it, as he explained it to you, is it problematic to you being a smoker?

Britten responded: No, as long as I am not interacting. My view on that is if I am near kids or around the school area, you should not be smoking, period.

Supv. Farnsworth stated: That is what the wording is here that is basically a modified version of the STS policy. That is what it should be rather than the blanket prohibition. I had to look up the word vaping, I did not know what it was.

Supv. Walls stated: Smoking is not permissible in areas where employees may be interacting with residents or something along that line.

Supv. Kassel asked: Is it acceptable to prohibit smoking or vaping on CDD property during work hours except for breaks or lunch?

Supv. Farnsworth responded: That says if he is walking from one spot to another and there is nobody around he cannot have a cigarette. As a smoker I am going to tell you what you can do with that.

Supv. Berube stated: Employers have the ability to not hire smokers and prohibit smoking on their campus entirely. Even with the way it is written it is completely acceptable in today's world. If you want to loosen it up a bit to include where there is potential interaction with residents, I will go along with that but I do not have a problem with it. The problem is, and again we go back to past employees, there was one who always had a cigarette hanging out his mouth, with no shirt and wearing camo pants.

Supv. Kassel asked: Is it acceptable to say smoking or vaping is not allowed on CDD property during work hours except for lunch or breaks?

Supv. Walls asked: Does that include parks?

Supv. Kassel responded: Yes, if you are on the job on CDD property.

Supv. Bokunic stated: You cannot expect someone who is a smoker to go eight hours without a cigarette.

Supv. Kassel stated: That is why I am saying unless you are on break or lunch.

Supv. Walls stated: Word it so long as you are not in the vicinity of District residents.

Supv. Berube stated: Not allowed during any interaction with residents.

Supv. Walls asked: Do we need to talk about the hiring process? Who does interviews? Is there an application to be filled out? If there is an application, should it be an exhibit? Who makes the job and salary offers?

Supv. Farnsworth responded: I do not think that belongs in here.

Supv. Berube stated: The application comes from FRM. The drug enforcement policy FRM shies away from that but their policy is if there is an accident or anything like that you go for drug testing.

Supv. Bokunic stated: Insurance is probably driving that.

Supv. Walls stated: They are just questions I had. In terms of taking leave is there a standard form or when you want to request vacation.

Mr. van der Snel stated: Vacation is first come first served.

Supv. Bokunic asked: How do you document that?

Mr. van der Snel responded: It is on the calendar that is visible for everybody.

Supv. Walls asked: If I want to request vacation, is there a formal form for that?

Mr. van der Snel responded: No.

Supv. Walls stated: It is how do you say this guy came first; I am just trying to head off issues. I think there needs to be a lead request form.

Supv. Kassel stated: It is not a bad idea so it is all clear and documented as to who requested what, when.

Supv. Walls stated: Then there is no question of he came and asked first. There needs to be a formal form for that.

Supv. Berube stated: The application is from FRM or is it a standard application?

Mr. van der Snel stated: It is a standard application.

Supv. Kassel stated: Before we go there, this is an Employee Policy not a hiring policy. Does it really belong here?

Supv. Walls responded: No, probably not. One other thing is Performance Review is mentioned several times but there is no section that says how it will be done, when it will be conducted and what parameters are going to be used. I think we need to have something on that. Cell phone use was one of the sections and it said no personal cell phone use and that just does not work these days.

Supv. Farnsworth stated: One of the questions I had was the private use of CDD phone - does this mean it is absolutely mandatory that they carry a CDD phone and a personal phone.

Supv. Kassel stated: Only if they want to carry a personal phone.

Supv. Walls stated: The paragraph needs work because it is just not realistic. I do everything on my phone, work and personal, it is just not realistic.

Supv. Berube stated: Again, it came from a situation.

Supv. Walls stated: I get it, but this is what the supervisor is there for. If the guy is not doing his job because he is on his phone all the time he is going to know.

Supv. Farnsworth stated: If it is abused.

Supv. Walls stated: If he is checking did his wife text him. If I look at it I am violating this policy.

Mr. Qualls stated: We can strike personal phones can only be used for emergencies.

Supv. Farnsworth stated: In the writing you switch back and forth between using the word employee and employees and then start using you. Don't do that - use employees.

Supv. Walls stated: Employee discipline procedures - you mentioned FRM has those. I think they need to be included in here.

Supv. Kassel stated: As an addendum.

Supv. Walls stated: That way everybody is clear what the process is. We have already discussed the open door policy, the exit interview. I think the policy needs to touch on vehicle and equipment usage for the District. Can they be used for personal and stuff like that. We are a government with elected officials so there probably should be a prohibition of employees campaigning for anyone of us or anybody else while they are on the job.

Supv. Farnsworth stated: There is some prohibition.

Supv. Walls stated: It does not necessarily say what I just said in terms of campaigning. There should be a specific prohibition on that. The personal appearance says you can only wear jeans, what about shorts?

Supv. Berube responded: They can wear shorts.

Supv. Walls stated: It does not say that so it needs to be fixed. They should be allowed to wear hats and it should be included. There are two sections that address ADA.

Mr. Qualls stated: We noticed that.

Supv. Kassel stated: There are also two sections on Equal Rights.

Supv. Farnsworth asked: Did you catch the link change I suggested and why? The link does not send you to the document you are referencing and I am suggesting that it links to the place you want.

Mr. Qualls stated: I did not know we did that.

Supv. Berube stated: We are done with the employee manual.

Mr. Qualls stated: Thanks that was a good review.

FOURTH ORDER OF BUSINESS

Other District Business Considerations

A. Lakeshore Land Use Critique

Mr. Nick Schuman, SunTerra Communities, asked: Did you see anything before now?

Supv. Berube responded: No, there should have been some distribution.

Mr. Koncar stated: I did not get it until late.

Supv. Berube stated: This should roughly mirror what we had at last month's meeting.

Supv. Kassel stated: I did not get a chance to see it.

Mr. Koncar stated: We got it late but I did make some copies.

Mr. Schuman stated: I do not know if you are aware but the previous developer, Starwood left out a couple of things that did not get cleaned up prior to selling to us and is what we are here for, to try to clean up a few parcels that at the end of the day should belong to the CDD. If you look at the map we can run through it. Along 192 there is a small rectangular piece that is just grass and currently maintained by the CDD. It is a remnant piece that was never deeded to the CDD and we would like to do so. In addition there are three other pieces labeled A, B and C which are currently wetlands adjacent to the golf course and reserved under conservation easements. There are no development rights to them or maintenance obligations. We believe the CDD to be the rightful owner as you own the rest of the wetlands on this property; you just do not own all of them. We would like to dedicate those to you as well. Parcel E is where your garden, HOA storage area, and Servello's compound is. What we would envision doing is giving you a permanent ingress/egress easement to your facility, carve out a piece for us and give you the back piece as well.

Supv. Berube asked: When you say carve out?

Mr. Schuman responded: We would keep the front where the golf maintenance facility is and if you can envision the fence line behind is where we would look at giving that land from there forward to the CDD.

Supv. Kassel stated: There is a pond there.

Mr. Schuman stated: Not the pond. It would just be the garden, RV storage lot.

Supv. Kassel asked: Where is the roadway? The roadway runs between the back of the maintenance facility and the garden.

Mr. Schuman responded: It would be part of that parcel. I can show it to you on an aerial as well to make it easier to see. The one that probably requires more discussion is what we call the land swap that we would like to do at the lake.

Supv. Farnsworth stated: What I have up shows it in general.

Mr. Schuman stated: We could develop as it sits currently without doing the land swap but we believe it is in our common interest to do the land swap in both our benefit. For our benefit it makes it a little more plan able to bring the road in off of Oakland Trail and line it up with the other road. The benefit for you I am not sure you are aware of. Right now there is an agreement between you and Birchwood that gives Birchwood the unilateral right to remove your lake access on this parcel. It can be cancelled as of July of this coming year for whatever reason. We do not think that is right and want to give you a permanent access not only to the lake but to your docks and everything that is out there. We envision this not only as a land swap but guaranteeing your future permanent access and to eventually do away with that agreement that dates back to 2003. If you look at our diagrams we are giving you roughly 1.5 acres and we would like about .72 acres, roughly a two-for-one trade. I also show a plan to give you a single loaded parking lot with 16 spaces.

Supv. Walls stated: I do not like the houses up against the lake.

Mr. Schuman stated: It is currently zoned commercial and we want to reduce the intensity level.

Supv. Berube asked: From commercial to residential.

Supv. Walls stated: Personally, I would advocate the County not do that. Having houses this close to the lake which we do not have anywhere else.

Supv. Berube stated: If you move to the east, you do when you get into The Estates.

Supv. Kassel stated: They are not that close to the lake, they are near the wetlands but they are not right off the lake.

Mr. Schuman stated: There is a pretty significant wetlands buffer.

Supv. Walls stated: If you look at this it is the access to the lake and you will have a house right here. Right now you are walking down in a green open area and now this person's house will be right there.

Supv. Berube asked: Will the trail to the lake, as it exists, be moved as part of your construction?

Mr. Schuman responded: We would be willing to reroute the trail, put in a parking lot and a couple of picnic tables to make it habitable for you.

Supv. Berube stated: On the subject to the lake I think that you know we have a damaged boathouse that we have been unable to get repaired because of various permitting issues as the first step. Mr. Boyd has gone at it with water management districts, Army Corps of Engineers, and I think we are pretty much at a roadblock.

Mr. Boyd stated: The last time I talked to BioTech it was waiting for the Army Corps of Engineers issue to be worked out.

Supv. Walls asked: Who needs to work that out?

Supv. Berube responded: The developer. It is ongoing. Starwood knew they were getting out so they did not want to get involved any more than they had to. Now we have a new developer who probably has the horsepower to get this done. We really need to do something with the boathouse, first with the permitting and then with the repairs. The easiest thing for this Board to do is say no, no, no to everything but I am not sure that is the right move to make.

Supv. Walls stated: My issue with the proposal is you are changing the whole nature of what the park looks like there. I understand that we do not own this land. Forget about the park - the entirety of that area which on the west side is all park. You have a playground and people are currently parking here so the perception is it is all part of the park to most residents. You are changing the whole character of the area by putting houses on top of all of that.

Supv. Bokunic stated: It is a lot of houses in a small area.

Supv. Kassel asked: What are the lot sizes and frontages?

Mr. Schuman responded: They are 50 foot lots.

Supv. Kassel asked: What kind of homes are you proposing?

Mr. Schuman responded: Single-family.

Supv. Kassel asked: Can you give me an example of what product is here already that would be comparable?

Mr. Schuman responded: I do not think we are at that point yet.

Supv. Berube stated: The last neighborhoods that have gone in have been 52 foot lots.

Mr. Schuman stated: I think they have all been 50 feet.

Supv. Kassel stated: Here is the conundrum - the developer owns this property and could put a commercial facility on this property and we cannot do anything about it. Now they are coming to us to say we want to put houses there. I completely agree with from a personal, aesthetic and neighborhood ethic perspective, this goes against what we have been doing. At the same time they own this property and have the right to do something with it. They are coming to us and saying we would like to transition this from commercial to residential and here is what we would like to do. Maybe we work with them to try to make it so it is amenable to us and still somewhat amenable to them. Maybe it is every single lot that they have proposed here, maybe there are a couple of lots they do not build and maybe stretch some of the other lots, I do not know if that is feasible. What I am trying to say is we cannot just say no, they own the property. We have to work with them in some way; it is just how we are going to work with them in a way that works for us and them.

Supv. Berube stated: To Supervisor Walls point, I kind of agree with you that it changes the complexion here that we have a park over here. Mr. Schuman offered to build some sort of parking facility with picnic tables.

Supv. Kassel asked: Are you talking about the .72 acres?

Mr. Schuman responded: On this piece here.

Supv. Berube stated: What is now theirs and would become ours.

Mr. Schuman stated: You are going to lose the parking here so I am offering to replace it.

Supv. Berube asked: How about some sort of agreement, plan or future drawing to make sure the new parking area does not look like a new parking area; make it more aesthetically pleasing.

Supv. Walls stated: This assumes the change gets made from commercial to residential. Think about Long Pond where we put the sidewalk and we have the houses. Now you have the sidewalks and you are looking in the backs of people's houses. When you go down to the lake you will look at the back of these people's houses right by the lake under this plan.

Mr. Schuman stated: Keep in mind we can terminate your access all together.

Supv. Walls stated: That is fine if you want to play that.

Mr. Schuman stated: I do not want to play that.

Supv. Walls stated: We can talk to our County Commissioners and do lots of stuff if you want to threaten and play that game.

Mr. Schuman stated: We are not threatening; I am pointing out the facts.

Supv. Kassel asked: What if we were to request that lots five and six be deleted and left you with the rest of them?

Supv. Berube responded: What we do not know is how the houses on five and six are going to be situated.

Supv. Kassel stated: That is not the point about the situation; the point is that those lots are not going to be pushing into the lake access as severely.

Supv. Berube stated: The scale is 1-inch to 100 feet. If you look at this between five and there is about 25 feet on the scale from the edge of fives lot to where our land would begin.

Mr. Schuman stated I would be willing to do that; it is a fair consideration.

Supv. Kassel stated: If you were to remove lots five and six from the 15 lot proposal.

Supv. Berube asked: How about if they did that and put in some sort of buffer wall, a wall of trees to shield the neighborhood so it is not just open. I have to believe you would probably do that anyway.

Mr. Schuman responded: That was the theory of the one-sided parking, to face away from the houses because right now it is a double.

Supv. Kassel stated: It also means the cul-de-sac would be moved.

Mr. Schuman stated: It would still have to be there but we can shrink it.

Supv. Berube stated: In some neighborhoods people put up brick walls, fences, and the prior developer loved the big white fence that is out front surrounding his neighborhood. I would suggest some sort of planting wall to close it and set it off so it does not look like you jammed a bunch of houses in the middle of a big open field. Maybe Evergreen trees of some sort; it will be a buffer wall and will add sound deadening and people using the parking lot will not have direct visual into people's backyards.

Supv. Kassel stated: You are saying put a landscaping buffer in between what would be lots four and seven and the lake access.

Mr. Jermain stated: Probably that buffer is more important to us for the residential houses than it is to you.

Supv. Kassel stated: I have a question about timing because we have people here for our meeting. Can we adjourn this meeting and table this discussion to the regular meeting?

Supv. Berube asked: Do you want to do that or come back to the next meeting in three weeks?

Mr. Jermain responded: we can stay.

Supv. Walls asked: Is the intent to come to a resolution tonight?

Supv. Kassel responded: It is to discuss it enough that we can feel comfortable with what the next steps are. I do not think we are there yet.

B. Developer Plans Impact

This item tabled.

FIFTH ORDER OF BUSINESS

Supervisors' Comments

There being none, the next item followed.

SIXTH ORDER OF BUSINESS

Adjournment

There being no further business,

On MOTION by Supv. Kassel, seconded by Supv. Bokunic, with all in favor, the workshop was adjourned.
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{District Manager}
Secretary

Steven Berube
Chairman