

# **Central Florida Tourism Oversight District**

## **BOARD OF SUPERVISORS**

**July 26, 2023  
9:30 a.m.**

**Central Florida Tourism Oversight District  
Board of Supervisors Meeting**

**Agenda**

**July 26, 2023**

**9:30 a.m.**

1. CALL TO ORDER
2. OPENING INVOCATION
3. PLEDGE OF ALLEGIANCE
4. SAFETY MINUTE
5. PUBLIC COMMENT PERIOD
6. CONSENT AGENDA
  - 6.1 May 1, 2023 Meeting Minutes – *Page 4*
  - 6.2 May 10, 2023 Meeting Minutes – *Page 20*
  - 6.3 May 24, 2023 Meeting Minutes – *Page 73*
  - 6.4 June 21, 2023 Meeting Minutes – *Page 96*
  - 6.5 DMS – Fiber Optic Project Phase II – *Page 138*
7. REPORTS
  - 7.1 Management Report
  - 7.2 Proposed Budget & Millage Presentation
8. NEW BUSINESS
  - 8.1 Collective Bargaining Agreement – A-Unit 2023-2025 - *Page 140*
9. PUBLIC HEARINGS
  - 9.1 Resolution No. 645 - A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT ADOPTING A FUND BALANCE POLICY. – *Page 258*
  - 9.2 Resolution No. 646 - A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT ADOPTING A CONFLICTS OF INTEREST POLICY. – *Page 259*

10. UNFINISHED BUSINESS

11. OTHER BUSINESS

11.1 Attorney/Client Executive Closed Session

- As requested by the Acting General Counsel, pursuant to Section 286.011(8), Florida Statutes, the Board of Supervisors of the Central Florida Tourism Oversight District will hold an Attorney/Client Executive Closed Session to discuss strategy and settlement negotiations related to litigation expenditures in the following cases: *Walt Disney Parks and Resorts U.S., Inc. v. DeSantis, et. al.*, N.D. Fla. Case No. 4:23-cv-00163-MW-MJF and *Central Florida Tourism Oversight District v. Walt Disney Parks and Resorts U.S., Inc.*, Orange County Circuit Court Case No. 2023-CA-011818-O. The persons in attendance at the closed-door meeting will be Board of Supervisor members, Chair - Martin Garcia, Vice-Chair - Charbel Barakat, Brian Aungst, Jr., Ron Peri, and Bridget Ziegler; District Administrator Glenton Gilzean; Acting General Counsel Daniel Langley and A. Kurt Ardaman; and litigation counsel Paul Huck.

12. ADJOURN

APPEALS: All persons are advised that, if they decide to appeal any decision made at a Board of Supervisors hearing, they will need a verbatim transcript of the record of the proceedings. It is the responsibility of every party-in-interest to arrange for a transcript of the proceedings, which must include the verbatim testimony and evidence upon which the appeal is made.

AMERICANS WITH DISABILITIES ACT: The Central Florida Tourism Oversight District is committed to reasonably accommodating the needs of anyone with disabilities who wishes to attend or participate in public meetings. Anyone with a disability who requires a reasonable accommodation should contact the Clerk of the Board, by telephone at (407) 934-7480 or via email (currently at [DistrictClerk@rcid.org](mailto:DistrictClerk@rcid.org)), no less than one business day (i.e. Monday through Friday, excluding legal holidays) in advance of the applicable meeting to ensure that the District has sufficient time to accommodate the request.

# Central Florida Tourism Oversight District

## Board of Supervisors

### Agenda Item 6.1

Page 1 of 1

<b>Meeting Date</b>	
July 26, 2023	
<b>Agenda Item Name</b>	
May 1, 2023 Meeting Minutes	
<b>Requested Action</b>	
Approval of the Meeting Minutes of the May 1, 2023 Board of Supervisors Meeting	
<b>Staff Report</b>	
None	
<b>Additional Analysis</b>	
None	
<b>Fiscal Impact Summary</b>	
None	
<b>Exhibits Attached</b>	
1. May 1, 2023 Transcribed Meeting Minutes	

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**ORIGINAL**

1 CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

2 BOARD OF SUPERVISIORS MEETING

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4 DATE: MAY 1, 2023

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1 PRESENT:

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3 JOHN SHIREY - RCFD PRESIDENT

4 BRIAN AUNGST, JUNIOR

5 MICHAEL SASSO - VICE CHAIR

6 MARTIN GARCIA - CHAIR

7 BRIDGET ZIEGLER

8 RON PERI

9 DANIEL LANGLEY, ESQUIRE

10 JOHN H. CLASSE, JUNIOR

11 KURT ARDAMAN, ESQUIRE

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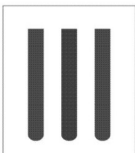
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1 MR. GARCIA: You ready, Ron? Let's call the  
2 meeting to order. Good morning, welcome to  
3 everybody. Thank you for being here. Thank you for  
4 your interest in the district and thank you for the  
5 interest of -- in this board's work. Let's begin  
6 with the Pledge of Allegiance. Please stand.

7 ALL: I pledge allegiance to the flag of the  
8 United States of America and to the Republic for  
9 which it stands, one nation under God, indivisible,  
10 with liberty and justice for all.

11 MR. GARCIA: Okay. I think that we need some  
12 safety instructions, Mr. Classe?

13 MR. CLASSE: Thank you, Mr. Chairman, members  
14 of the board. And we'd like to start the meeting  
15 the way we always do, with some safety information  
16 for our guests and visitors. We do want to remind  
17 everyone that we are on the second floor. So in the  
18 need to evacuate, you will have to take the  
19 staircase. Please notice the exit signs. Behind  
20 that screen, there is an exit sign for those of you  
21 you sitting here in the front, but you can also use  
22 the doorway where you entered and take the stairway  
23 down. Please avoid the elevators as much as you  
24 can. And if you are left here, are not able to take  
25 the stairs, let someone know so they can report it



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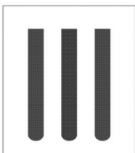
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1 to emergency responders when they arrive. We also  
2 have an AED and a first aid kit nearby. If those  
3 become necessary, we'll retrieve those. Thank you  
4 very much, and enjoy the meeting.

5 MR. GARCIA: Yes, sir. Thank you. And we have  
6 one person speaking with public comments. Could you  
7 please come forward? State your name, sir, and if  
8 you're speaking in a representative capacity, please  
9 tell us who you represent.

10 MR. DIXON: My name's Douglas Dixon. I  
11 represent myself. I'm a DVC owner. I have a condo  
12 down in Port Charlotte. I have a place in New  
13 Jersey and New York. I was planning on retiring to  
14 Florida. I always thought it was a great, free  
15 state. I'm now taking serious questions on that. I  
16 believe that as a DVC owner, raising taxes to pay  
17 for your defense is wrong. If you take any of our  
18 money, it's wrong. What you're doing is wrong. You  
19 complimented the Department of Agriculture on the  
20 job they do for safety inspection. Well, I want to  
21 remind you that it wasn't that long ago they failed  
22 big time, directly leading to the death of a 15-  
23 year-old falling off a ride that they inspect, and  
24 they approved to operate. You want to turn the  
25 roads over to the Department of Ag -- or the



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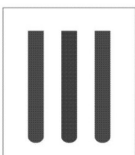
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1 Department of Transportation. It took me over three  
2 and a half hours to drive from Port Charlotte to  
3 here on Friday. I get off of the highway. And what  
4 do we have? The best roads anywhere in the state of  
5 Florida? You can drive here, you get on there --  
6 you get inside the Disney bubble, which has been  
7 fantastic for over 50 years. Well-maintained,  
8 immaculate, landscaped to the hilt, fantastic. And  
9 you want to change that? You want to give it to the  
10 Department of Transportation? You want them to  
11 inspect -- you want the State to inspect rides,  
12 which will directly lead to more people dying. You  
13 want roads, I guess you want to have potholes, too.  
14 You guys are terrible. And I honestly think you  
15 should resign. You haven't been approved yet, and  
16 yet you're taking all sorts of actions, even though  
17 the legislature has not confirmed you. You're  
18 spending our money, you're taxing us. You're going  
19 to destroy the greatest restaurants that we have in  
20 Central Florida. As anyone who looked when you came  
21 in, if you saw the elevators, who was there? People  
22 who testified about you last Wednesday. Which I wish  
23 I could have been here, but I had to have work done  
24 on my condo. But I really hope that you just  
25 resign, or stop -- or actually do your job, which is

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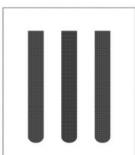
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1 to do what's in the best interest of the district,  
2 not what's in the best interest of the Governor, who  
3 I used to support. People asked who I was for for  
4 president, I was for DeSantis, until he started this  
5 stupid war and is destroying us. Thank you.

6 MR. GARCIA: Thank you for your comments, and  
7 thank you for your interest in the district, sir.  
8 Next, we'll go to new business. We've got one item  
9 on the agenda. It's board discussion, direction of  
10 Litigation Counsel, and authorization to defend  
11 district officials sued in their official capacity.  
12 Now, we, the Board of Central Florida Tourism  
13 Oversight District, convened last week to continue  
14 pursuing an -- a sensible and straightforward task  
15 placed upon us by the Governor of Florida and the  
16 Florida Legislature, and hence, the people of this  
17 great state of Florida. I have said this at every  
18 meeting of this board, please hear me loud and  
19 clear: the task of this board is to promote better  
20 governance and evaluate a new and better zoning  
21 structure for the district, among other things.  
22 This means that we must address and correct  
23 longstanding problems, and evaluate and adopt new  
24 policies and practices, to promote more prosperity  
25 for more people working and playing in the district.



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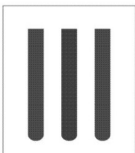
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1 And in addition, for all of the residents of Osceola  
2 and Orange County. In just four meetings of this  
3 board, here's what we've done to promote better  
4 governance, more transparency, new leadership, and  
5 to evaluate how the list -- district can function  
6 better for more people, and the citizens of Florida.  
7 One, we hired a new general counsel who doesn't  
8 represent Disney, to make sure that the district is  
9 in compliance with Florida law. Two, we hired legal  
10 counsel, one being a former Florida Supreme Court  
11 Justice, who has since advised the board that Disney  
12 created illegal agreements in violation of many  
13 Florida laws. Three, we hired an independent  
14 financial advisor to bring financial transparency  
15 and accountability to the district. Four, we  
16 adopted rules to govern the conduct of this board.  
17 This is something that never existed before with the  
18 prior board. We authorized the hiring of a rate-  
19 setting consultant, to ensure that the utility rates  
20 that Disney tries to impose on other District  
21 taxpayers are appropriate and reasonable. Six, we  
22 authorized a search to hire an independent urban  
23 planner to evaluate affordable and workforce housing  
24 in the district, and additionally, to adopt better  
25 traffic and environmental solutions. Seven, we

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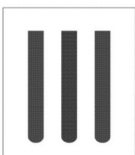
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1 authorized a search to hire an economic consultant  
2 to do a Regional Fiscal Impact Study, to make sure  
3 that this district is functioning as a good neighbor  
4 to Orange and Osceola Counties. We -- eight, we  
5 committed to evaluate how the district can help  
6 Orange and Osceola Counties in the 87 lawsuits that  
7 Disney has filed to contest their own ad valorem  
8 taxes. And then finally, I'm really excited about  
9 this. We authorize the hiring of a new  
10 administrator for this district, with impressive  
11 leadership credentials and an impeccable reputation  
12 for doing the right thing. The diversity and work  
13 experiences that he'll bring to the district, will  
14 significantly enhance the board's capacity to make  
15 the district more inclusive and more prosperous for  
16 more people. Our board has taken these enumerated  
17 actions to promote the public good, pursuant to the  
18 new legislation governing this district.  
19 Notwithstanding these board actions, Disney, while  
20 we were meeting last week, sued this board to stop  
21 our efforts to improve the district and its  
22 operations. In essence, in essence, Disney is  
23 asking a federal court in Tallahassee to wrestle  
24 back the hands of time to 1967, while this board is  
25 instead charged legislatively with bringing the

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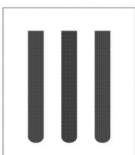
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1 district into the 21st Century, with new and better  
2 policies and practices. Let -- let's talk about  
3 that for a minute. There is nothing that any of us  
4 are doing today that we were doing the same in 1967.  
5 Think about it. In 1967, we had adding machines and  
6 cash registers. And I know that because my dad was  
7 an adding machine salesman. Today, we have these  
8 phones that do everything for us. Think back, what's  
9 -- and look at architectural design, fashion design,  
10 interior design, think about the changes that have  
11 occurred there. And yes, in urban planning,  
12 designing. Urban planning wasn't even a profession  
13 in 1967. Think about all the changes that have  
14 occurred in that profession. And that's what we're  
15 trying to do, is bring this district from an urban  
16 planning perspective, into today's times. And think  
17 about the innovation that has occurred in that  
18 industry. Think about why Disney has been so  
19 successful in the past 56 years, because they've  
20 innovated. Innovation is the American way. But for  
21 us to be stuck in an urban planning design of 1967,  
22 does that make sense to anybody? It doesn't make  
23 any sense to me. And when I explain the idea that  
24 what this board is trying to do is to bring new and  
25 better ideas to the district, it makes sense to all

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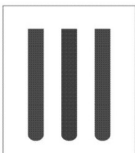
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1 of my friends on the right or the left. Because  
2 innovation is the American way, and that's all we're  
3 trying to do with the district. We don't want to go  
4 back to 1967. Now, it should be obvious to everyone  
5 that this board didn't enact any of the legislation  
6 that Disney is and has been complaining about. This  
7 board didn't make the laws and had nothing to do  
8 with the -- with making those laws. Our role is  
9 simply to follow the laws enacted by the Florida  
10 Legislature. This is what this board has done and  
11 will continue to do to move the district forward.  
12 Since Disney sued us -- yes, we didn't sue Disney,  
13 Disney sued us, we have no choice now but to  
14 respond. This is why we call today's meeting, to  
15 authorize legal action in response to Disney's  
16 federal lawsuit. This district will seek justice in  
17 State Court here in Central Florida, where both it  
18 and Disney reside and do business. Yes, we'll seek  
19 justice in our own backyard. And so with that --  
20 those comments, I'd like to make a motion to  
21 authorize a State Court lawsuit to be filed by the  
22 Central Florida Tourism Oversight District against  
23 Walt Disney Parks and Resorts USA, Inc, and such  
24 other parties as may be needed to uphold and enforce  
25 the Board's April 26, 2023 legislative findings,

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1 relating to the February 8, 2023 Development  
2 Agreement and Declaration of Restrictive Covenants.  
3 And to have that Litigation Counsel defend the Board  
4 of Supervisors and the district Administrator sued  
5 in the -- in their official capacities by Walt  
6 Disney Parks and Resorts USA, Inc, in Federal Court  
7 on April 26, 2023. The district's acting general  
8 counsel and litigation counsel are given the  
9 authority to bring such causes of action and  
10 defenses that they deem appropriate. Is there a  
11 second for that motion?

12 MR. PERI: Second.

13 MR. GARCIA: Any discussion?

14 MR. LANGLEY: Mr. Chair, before we vote, we do  
15 have some members on Zoom We want to make sure that  
16 they participate in the vote when it's called, since  
17 our rules allow that.

18 MR. GARCIA: Okay. Is there any discussion from  
19 those on Zoom? All in favor, indicate by saying aye.

20 THE BOARD: Aye.

21 MR. GARCIA: Any opposed? The motion passes  
22 unanimously. In terms of other business, there is  
23 nothing on the agenda. Is there any further  
24 comments, discussions, or questions from my fellow  
25 board members?



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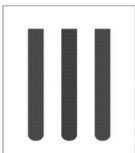
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1 MR. PERI: Yes, I'd like to just say something.  
2 It's been represented in the media that we are  
3 somehow political individuals, trying very hard to  
4 force an agenda that is not ours, but is the  
5 governor's. The reality is, about two months back, I  
6 got a phone call. I don't know -- I don't know the  
7 governor; I had never met him. And I was asked if I  
8 would serve on this board. I'm retired. I had a very  
9 nice retirement. I enjoyed it, it was very easy, I'm  
10 involved with a lot of different things that are fun  
11 for me to do. But I felt it was my civic duty to  
12 help any way that I could. I understand the strange  
13 things that are happening in Florida at this point.  
14 I understand that there are political battles going  
15 on, that there are people who are -- with agendas,  
16 that want to go in one direction or another. And I  
17 felt that having spent 40 years running  
18 international businesses, having spent ten years as  
19 a pastor, having spent time having been the  
20 president of a seminary, having years ago worked as  
21 a vice president of a large multinational company,  
22 that that experience might prepare me for this. I  
23 can tell you, there is nothing that could have  
24 prepared me for this. What I encountered was gross  
25 misrepresentation in the press. They actually said

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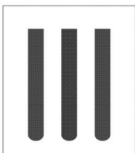
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1       that I believed that if you drank tap water, it  
2       would make you gay. I never said that, I don't  
3       believe it, certainly. I have gotten hate mail every  
4       day. I've gotten phone calls of people who are just  
5       so angry. They believe what's in the press. I've  
6       been mocked by CNN, by Forbes, by -- well, actually  
7       even European media that have been contacted and  
8       besieged me. I have encountered all of these things.  
9       Even Steve -- Steven Colbert did two sessions on me.  
10      Now, I had just a very happy life. My goal is to be  
11      a good citizen, and to help. I can tell you what  
12      I've discovered since being on this board, all of  
13      the craziness I've encountered, I would not change  
14      my decision even knowing what's happened. Everyone  
15      hears through the filter of the press. You are not  
16      hearing what reality is. The reality is that there  
17      did need to be a change. People may not be happy  
18      about the way it came about. They may have political  
19      views that convince them that it shouldn't have come  
20      about, but it has, and we are where we are. And I  
21      would encourage you to certainly investigate, give  
22      the board and everything, an opportunity to go  
23      forward. Pray for us, certainly. And I would  
24      encourage you that -- to know that this group of  
25      individuals, I've been very impressed with. These

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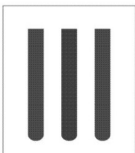
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1 are not people who are monolithic in their thinking.  
2 They're open-minded, they're compassionate. They're  
3 just normal folk who have a lot of experience. And,  
4 you know, it's been a surprise to me to be sued. In  
5 my entire business life dealing in incredibly  
6 difficult mission critical situations, I've never  
7 sued anybody, I've never been sued. Disney suing me?  
8 You've got to be kidding. I have loved Disney World.  
9 My kids have enjoyed it. The Magic Kingdom, it's  
10 wonderful. I think there are so many positives. It  
11 is my hope, and I know it's the hope of the board,  
12 that the actions that we take will ultimately wind  
13 up being better for everyone, Disney included, and  
14 certainly the citizens and the taxpayers of this  
15 area. I -- I'm sorry, the gentleman who spoke, I'm  
16 sorry that you've heard the things you have. This is  
17 actually a group of people working very hard for the  
18 sake of everyone. And I can tell you, all  
19 sacrificing a great deal. Anyway, thank you very  
20 much.

21 MR. GARCIA: Thank you for your comments. Are  
22 there any other comments, questions from my fellow  
23 board members? Hearing none, we'll stand adjourned.  
24 Thank you.

25 (MEETING ADJOURNED)



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## CERTIFICATE OF TRANSCRIPTIONIST

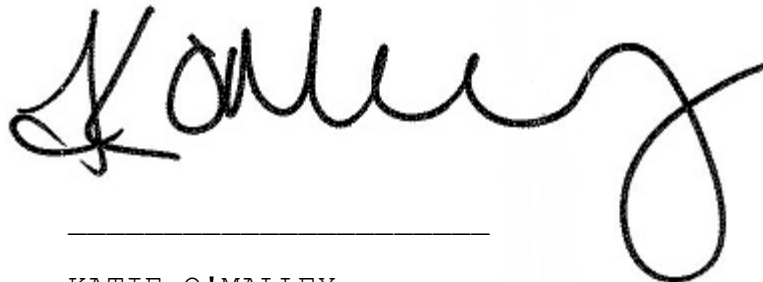
STATE OF FLORIDA

COUNTY OF ORANGE

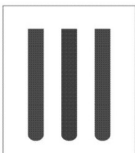
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I further certify that I am not a relative, employee, attorney or counsel of any of the parties nor am I a relative or counsel connected with the parties' attorneys or counsel associated with the action, nor am I financially interested in the outcome of the action.

Submitted on: July 07, 2023.



KATIE O'MALLEY



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# Central Florida Tourism Oversight District

## Board of Supervisors

### Agenda Item 6.2

Page 1 of 1

<b>Meeting Date</b>	
July 26, 2023	
<b>Agenda Item Name</b>	
May 10, 2023 Meeting Minutes	
<b>Requested Action</b>	
Approval of the Meeting Minutes of the May 10, 2023 Board of Supervisors Meeting	
<b>Staff Report</b>	
None	
<b>Additional Analysis</b>	
None	
<b>Fiscal Impact Summary</b>	
None	
<b>Exhibits Attached</b>	
1. May 10, 2023 Transcribed Meeting Minutes	

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**ORIGINAL**

1 CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

2 BOARD OF SUPERVISIORS MEETING

3 \_\_\_\_\_/

4 DATE: MAY 10, 2023

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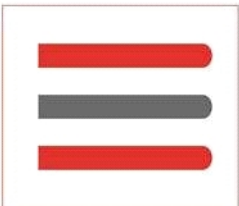
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1 PRESENT:

2

3 JOHN SHIREY - RCFD PRESIDENT

4 BRIAN AUNGST, JUNIOR

5 MICHAEL SASSO - VICE CHAIR

6 MARTIN GARCIA - CHAIR

7 BRIDGET ZIEGLER

8 RON PERI

9 DANIEL LANGLEY, ESQUIRE

10 JOHN H. CLASSE, JUNIOR

11 KURT ARDAMAN, ESQUIRE

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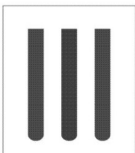
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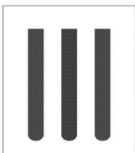
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1 MR. GARCIA: Let's please call the meeting to  
2 order. Good morning. Good morning to everyone.  
3 Welcome. Welcome to everyone. Thank you for being  
4 here. Thank you for your interest in the work of  
5 this board. And thank you for your interest in the  
6 work of the district. And for today's meeting,  
7 we're going to start with an invocation, and  
8 understand the chaplain from the fire department is  
9 going to give that. And so if you'll please  
10 introduce us -- introduce yourself to us, and do  
11 your good work, sir.

12 MR. SPENCE: Yes, sir. My name is Rick Spence.  
13 I retired as a firefighter after 30 years here at  
14 Reedy Creek Fire Department and have stayed on the  
15 last four years as their chaplain. It's been a  
16 blessing for me to be able to do that. And this is  
17 an honor and a privilege for me to be able to stand  
18 before this board and give an invocation. I  
19 appreciate this very much and I don't take it  
20 lightly. I take it very serious there. Do you mind  
21 if I go ahead and pray now? Okay. Most gracious  
22 Heavenly Father, we come to you right now. We just  
23 want to lift up the men and women who are working  
24 hard here to, accomplish the task and the business  
25 at hand. We ask that you'll just give them wisdom,



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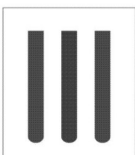
1 discernment, guidance as they make these decisions  
2 and just, allow their minds to be clear and just  
3 make the decisions that's best for all those who are  
4 involved. We appreciate the hearts of service that  
5 each person here has and just continue to bless that  
6 and grow. We just ask for your protection upon the  
7 men and women who are on the job today, and allow  
8 them to be able to mitigate the things that come  
9 before them, and also be with the men and women of  
10 our armed forces. Keep them out of harm's way. In  
11 Jesus' name, amen.

12 MR. GARCIA: Thank you for your blessing, sir.  
13 We appreciate it. And now let's Honor our country  
14 with the Pledge of Allegiance. Please stand.

15 ALL: I pledge of allegiance to the flag of the  
16 United States of America, and to the Republic for  
17 which it stands. One nation, under God,  
18 indivisible, with liberty and justice for all.

19 MR. GARCIA: So we would like a safety  
20 procedure presentation, please.

21 MR. CLASSE: Thank you, Mr. Chairman. Members  
22 of the board, we'd like to start the meeting. Like  
23 we do, every meeting with some safety messages for  
24 our guests and visitors. to those who are visiting  
25 us for the first time, we'd like to remind you that



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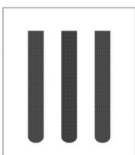
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1 we are on the second floor of the building. So in  
2 the event of an evacuation, you will need to take  
3 the stairs. There is an exit sign right here. And  
4 for those of you sitting in the front, you may not  
5 be able to see it, but there is an exit sign behind  
6 that screen. You can also exit through the door  
7 that you entered through. If you are not able to  
8 take the stairs, please let someone know that you  
9 are going to remain here so that they can notify the  
10 fire department when they arrive. If we do have an  
11 emergent -- an event where an AED or first aid kit  
12 is required, those are nearby. Just come up to the  
13 front and speak to me or to the back desk over there  
14 and we'll get that for you. Thank you very much and  
15 enjoy the meeting.

16 MR. GARCIA: Thank you, sir. And now we'll  
17 have public comments. We have one speaker today.  
18 Please come forward, state your name. And if you're  
19 here in a represented capacity, please tell us who  
20 you represent.

21 MR. SHIREY: Good morning everybody. My name  
22 is John Shirey. I'm the President of the Reedy  
23 Creek Firefighters. I just wanted to provide a  
24 quick update on some of our big issues that we've  
25 taken on since you guys have been in place. The



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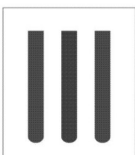
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1 first being our contract negotiations, that was --  
2 we've been working under an expired contract for the  
3 last four years and four months. And I'm just happy  
4 to announce that, that contract will go to a vote by  
5 the membership, next week from the 15th through the  
6 19th. And then we'll be back here at your next  
7 scheduled board meeting, for your consideration and  
8 hopefully ratification of that contract agreement.  
9 So we just greatly appreciate the leadership in  
10 getting that done and done so quickly. The other is  
11 our line of duty death issue for one of our, fallen  
12 firefighters, Jim Dorminy passed away six years ago.  
13 And thanks to you guys' direction and leadership,  
14 all of the paperwork and everything that's required  
15 to get those benefits awarded, will be finalized  
16 here shortly. So I wanted to take a moment also,  
17 just as a personal thing to give you guys some  
18 encouragement. I know, you guys have taken on this  
19 role for free. You know, you're not being  
20 compensated in any way, and you've been attacked.  
21 Personally criticized, you know, by members of the  
22 public, the media and whatnot. And in reality, all  
23 you guys have done is come in here and try to make  
24 this place better. Not only for the employees who  
25 work here, the employees of Disney, and obviously

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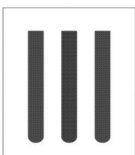
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1 the guests from around the world. I think that the  
2 steps that you guys have taken, in, you know, regard  
3 to public safety has certainly made everybody's  
4 vacations and stays here much, much safer and a much  
5 more enjoyable experience overall. Just wanted to,  
6 you know, tell you guys to keep up the great work.  
7 What you're doing is not going unnoticed. We  
8 appreciate you guys and everything that you're  
9 doing. We know that you won't necessarily always  
10 agree with everything that we say, but we are happy  
11 that we have this ability to have this back and  
12 forth dialogue with you guys. And just really are  
13 looking forward to the future and are optimistic for  
14 the first time in a long time. So thank you, guys.  
15 And with that, I'll close.

16 MR. GARCIA: Does that conclude your remarks?

17 MR. SHIREY: It does.

18 MR. GARCIA: Thank you for your comments. And  
19 thank you for your service to the district. And I  
20 think it's probably appropriate, um for me to make  
21 some, comments, on behalf of this entire board. You  
22 know, as you know, we've been working to help the  
23 firefighters with respect to a couple of issues.  
24 And we, this board, love our firefighters, okay? We  
25 love first responders. But we also need to let the



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1 employees know that we love you, too. And we care  
2 about you. And as you will see -- and we love you  
3 just as much as we love our firefighters. And what  
4 you're going to see, that we are going to adopt  
5 policies as at a -- as a board. And these policies  
6 are going to be policies that are friendly. You're  
7 going to, some of you have already met our new  
8 administrator, and you're going to love him as much  
9 as we love him. And so we fussed over the  
10 firefighters, but, I want to let you know that,  
11 we're fussing over you, too. And we appreciate your  
12 good work. And we mean that. Any other comments  
13 from my fellow board members? So let's go to  
14 consent agenda. Is there a motion on the consent  
15 agenda?

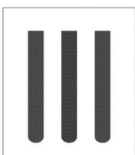
16 UNIDENTIFIED SPEAKER 2: Move to approve the  
17 consent agenda.

18 MR. GARCIA: Second. All in favor, say aye.

19 UNIDENTIFIED SPEAKER 3: Aye.

20 MR. GARCIA: Passes unanimously. There are no  
21 informational (audio cuts out).

22 MR. SHIRLEY: Okay. Can you hear me now? All  
23 right. Okay, awesome. Thank you, Mr. Chairman. A  
24 couple things to report on. Regarding our meeting  
25 locations, at the very beginning, the board greatly



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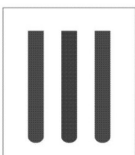
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1 enhanced the public and media access to the board  
2 meetings by relocating the meetings to a larger  
3 venue. Like we're in today from the administration  
4 building. A few meetings ago as directed by the  
5 chair, the district began live streaming the board  
6 meetings to continue to increase the visibility to  
7 the general public. Therefore, I think the need for  
8 the larger venue is no longer necessary because we  
9 have this greater access, so I'd like to announce  
10 that the next board meeting, which will be May 24th,  
11 will relocate back to our administration building.  
12 We'll still livestream, and so we'll still have  
13 access to the public. I think we can accommodate  
14 the number of people in this room at that location.  
15 It'll be much more convenient for everybody.  
16 Secondly, just wanted to advise you that earlier  
17 this week, based on consultation with the chair, I  
18 executed a letter amendment to our existing power  
19 agreement with Duke Energy to address a gap in our  
20 energy portfolio caused by a delay in the completion  
21 of the NextEra solar facility that is under  
22 construction right now. That was the second one.  
23 We had talked about the Tide Bay Solar Facility a  
24 meeting or two ago. The second one was the NextEra  
25 facility. It's experienced some construction delays

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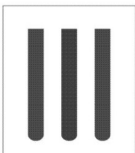
1 with some material deliveries. It was scheduled to  
2 start operating in June of this year, but there's  
3 going to be a two to four-month delay. So I  
4 executed an agreement with Duke, a simple letter  
5 agreement, to increase the capacity of that  
6 agreement to cover us during that gap period. So  
7 there's really no necessarily change in the  
8 district, but just want to let you aware of that  
9 activity. That's all I have.

10 MR. GARCIA: Thank you. I guess the mics are  
11 still not working, so I'll speak up. I understand  
12 General Counsel --

13 MR. LANGLEY: Correct.

14 MR. GARCIA: Okay. And then so now we'll call  
15 our financial advisor --

16 MR. GARTNER: Thank you. My name is Wendell  
17 Gartner. I'm with Public Resource Advisory Group,  
18 financial advisor to the district. At our prior  
19 report on April 19th, our review of the district's  
20 utility system included the recommendation that the  
21 district engage an independent third-party rate  
22 consultant to advise the district on proposed rates  
23 and rate structures. Our recommendation is not  
24 driven by a concern of the financial health of the  
25 utility, which is rated A1 by Moody's, A- by S&P,



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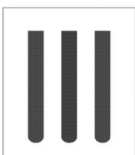
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1 and A by Fitch. Rather, our recommendation is  
2 driven by best practice and policies. It's very  
3 common for governmental utilities to engage  
4 independent rate consultants. The use of an  
5 independent rate consultant can provide comfort to  
6 all interested parties, the board, staff users and  
7 investors that rates cover cost and they're not too  
8 high or too low, the rates are equitable among  
9 users, and the rates are adequate to support the  
10 long-term capital needs of the system while  
11 providing as much rate stability as possible.  
12 Ensuring these goals is especially important for a  
13 combined system like the district's. With the  
14 district's utility system, all revenues from all  
15 sources are used to support operations, debt  
16 service, and capital requirements. Such revenues  
17 include charges for electricity, water, sewer, solid  
18 waste, natural gas, chilled water, and hot water.  
19 While investors in the rating agencies are focused  
20 on the overall health of the system, the districts  
21 and the users want to ensure rate of quality so that  
22 users of one portion of the system are not  
23 materially subsidizing another's portion and vice  
24 versa. Additionally, as I described in our prior  
25 report, the utility services are provided through a

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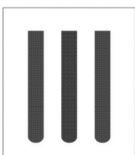
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1 contract with Reedy Creek Energy Services, or RCES,  
2 a wholly owned subsidiary the Walt Disney Company.  
3 The District and RCES negotiate annually a labor  
4 services agreement that includes fees for  
5 operational services and design and support  
6 services. The estimated operational services, not  
7 including fees for design services, for the current  
8 fiscal year currently has a not to exceed of \$32.7  
9 million. An independent utility expert can assist  
10 in the fee negotiations and give comfort that the  
11 final fee amounts are appropriate for the district,  
12 for RCES, and for the users of the system. On April  
13 19th, the board authorized PRAG (phonetic) to  
14 develop and distribute a solicitation for an  
15 independent rate consultant. PRAG provided the  
16 solicitation to three firms that we would be  
17 comfortable recommending to the district. Two of  
18 those firms declined, citing potential conflicts of  
19 interest. We received a proposal from Raftelis last  
20 week, followed by a more detailed Engagement Letter  
21 over the weekend. Raftelis is a national firm with  
22 the Central Florida office. Their business is  
23 providing financial rate and management consulting  
24 services to public utilities with 140 consultants  
25 across the country. Some of the governmental

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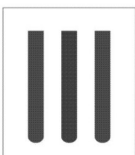
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1 utilities they work with in Florida include  
2 Hillsborough County for water, waste water,  
3 reclaimed water, and solid waste; Fort Pierce  
4 Utility Authorities for electric and water and  
5 sewer; City of Clearwater for natural gas; and about  
6 70 other public utilities in the state. PRAG most  
7 recently worked with Raftelis on a \$191 million  
8 utility bond issue for Manatee County that sold  
9 yesterday. That included water and sewer, solid  
10 waste and storm water, where Raftelis prepared the  
11 feasibility report for the financing. Their  
12 engagement letter provides the following objectives  
13 that I believe capture the needs of the district.  
14 Objective 1, serve as the district's independent  
15 utility rate consultant to advise the district on  
16 the reasonableness of the proposed operations of the  
17 utility, including operations, finances, and capital  
18 investment. Objective 2, advise the district on the  
19 appropriateness and reasonableness of any annual and  
20 long-term strategic plans, forecast and budgets  
21 prepared by RCES, and provide suggested alternatives  
22 as appropriate. Objective 3, advise the district on  
23 the appropriateness and reasonableness of the  
24 utility rates proposed by RCES in light of the  
25 district's obligations under statutes and trust

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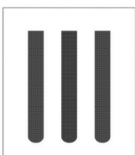
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1 indenture to set rates that are just, equitable, and  
2 uniform and will provide for all expenses and  
3 operations and maintenance of the system. Objective  
4 4, advise the district on the appropriateness and  
5 reasonableness of any power purchase agreements  
6 proposed by RCES. Objective 5, assist the district  
7 in evaluating and negotiating the annual operational  
8 service fee and the operational services fee cap  
9 proposed by RCES as described in the Labor Service  
10 Agreement. Objective 6, assist the district in  
11 evaluating and negotiating the annual design support  
12 service fee proposed by RCS and described in the  
13 Labor Service Agreement. They then provided the  
14 tasks necessary to meet the objectives, the  
15 schedule, and the cost estimate. The schedule calls  
16 for completion of the task by fiscal year-end  
17 September 30th. Their cost estimate is based on the  
18 hourly rates and a not-to-exceed budget of just over  
19 \$600,000, but it should be pointed out that this  
20 includes time required to create new financial  
21 models for the utility. If RCES shares their  
22 financial models, which we expect they will, the  
23 cost could be approximately one-third lower. Based  
24 on discussions with finance staff of the district,  
25 upon approval of the board, the district would be

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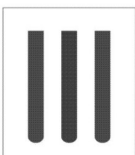
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1 able to contract directly with Raftelis, avoiding  
2 the additional costs of subcontracting through PRAG.  
3 Upon approval by the board, the district's  
4 Contracting Division would incorporate the terms of  
5 the Engagement Letter with the district's standard  
6 contracting terms, subject to approval by the  
7 district administrator and legal counsel. Again, I  
8 want to stress that our recommendation is not the  
9 result of concerns about the financial health of the  
10 overall system. The recommendation is based on  
11 governmental best practices and good public policy.  
12 We'll provide the basis for the board to meet its  
13 rate setting obligations, its -- under its charter  
14 and its bond covenants. There is a representative  
15 of Raftelis in attendance if the board has any  
16 specific questions. And finally, we previously  
17 recommended that the board adopt a fund balance  
18 policy for its general fund to ensure the district  
19 continues to maintain adequate reserves, and we  
20 expect to bring that policy to the board at an  
21 upcoming meeting.

22 MR. GARCIA: Thank you for that presentation.  
23 Do any of my fellow board members have any questions  
24 or comments? The only comment I would make is this  
25 is an example of the functioning of this board

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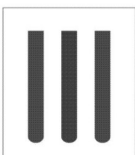
1 differently from the old board. We are lawfully  
2 mandated to function as an independent government  
3 agency, and we can't favor one taxpayer over the  
4 other, regardless how large that taxpayer may be.  
5 And as you've just heard in this presentation, the  
6 reason we need to hire the rate saving -- setting  
7 consultant is so that we protect all of the  
8 taxpayers within the district, and you've heard  
9 consistently that the mission of this board is to do  
10 more for more people, to make sure that the district  
11 runs more equitably and that it's more prosperous  
12 for more people. And so the function of what we're  
13 getting ready to do with this consultant is protect  
14 all of the taxpayers within the district. This is  
15 something that was not done previously. So thank  
16 you for the presentation, and I think we'll then  
17 move to the discussion of New Business Item number  
18 1. And is there a motion from a fellow board member  
19 that we authorize the administrator to negotiate a  
20 contract pursuant to the proposal that's in the --  
21 in the material from the rate setting consultant?

22 MR. SASSO: So moved.

23 MR. AUNGST: Second.

24 MR. GARCIA: All in favor say aye.

25 ALL: Aye.



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1 MR. GARCIA: None opposed? Passes unanimously.  
2 Item number 9.2, this is an item that Vice Chair  
3 Sasso has put on the agenda, so I'll give the floor  
4 to him on this item.

5 MR. SASSO: Thank you, Mr. Chair. We've had  
6 this discussion, I think, at some prior board  
7 meetings, and we are as a district moving on and  
8 hiring a new district administrator, which I think  
9 we'll be coming to very shortly. But as part of  
10 that, we also are very grateful for the service of  
11 Mr. Classe over many years, and I can speak  
12 personally. It's always been a pleasure working  
13 with you from day one until this point. And I look  
14 forward to continuing to work with you, and I think  
15 so does the board. We also want to ensure that  
16 there's a smooth and adequate transition between  
17 administrators, and I think the board still looks to  
18 you quite a bit for your wisdom and your guidance.  
19 And we're glad to have you continuing that role, and  
20 so we've put together with consultation with counsel  
21 an Employment Agreement that I know Mr. Classe has  
22 had a chance to also look at and consult with his  
23 attorney about. And he's gone ahead and signed it,  
24 and it's in our materials for us to also to consider  
25 today. I would urge the board to -- you know, to go



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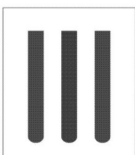
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1 ahead and approve it. If you have any questions,  
2 certainly, I'm happy to try and answer them. I think  
3 John might be as well, but we look forward to  
4 working with you, John, going forward in this new  
5 role. And we're very grateful, I think all of us,  
6 for your service and your help.

7 MR. AUNGST: Thank you, Mr. Vice Chair. Mr.  
8 Classe, you were aptly named, and you represent that  
9 name very well. You have been nothing but the  
10 consummate professional in this process. We've  
11 known each other for about two and a half months,  
12 and I know it feels like two and a half years. But  
13 I'm extremely grateful for all of your dedication,  
14 your commitment to the district, to your employees,  
15 to your stakeholders, to this board. And I'm  
16 grateful that you're going to continue to serve, and  
17 just because you're moving into a new position  
18 doesn't mean I'm going to stop calling you. So  
19 appreciate it, and I thank you again. Thank you.

20 MR. SASSO: I do want to add, I know we've  
21 challenged you at times. I know other people have  
22 challenged you, and I know there's been some hard  
23 moments and you've overcome those, I think, with  
24 grace. And we're grateful for the hard work you put  
25 in to help us resolve some of those challenges, so



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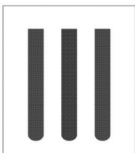
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1       thank you very much, John.

2               MR. PERI: Yeah, I just want to thank you,  
3       John. And I have been struck by the overall  
4       professionalism and the quality of the people in  
5       this district, and I know that that is a direct  
6       result of your service. I also have appreciated  
7       very much the opportunity to work together with you,  
8       and now, of course, you'll be working in a little  
9       different role as a special administrator, a special  
10      advisor to us, but I just want to thank you. You've  
11      been fantastic, and appreciate it very much.

12             MR. GARCIA: And Bridget, welcome. We're not  
13      ignoring you. Did you have any comments?

14             MS. ZIEGLER: No. Well, thank you so much. I'm  
15      sorry I couldn't be there today. Yeah, I would just  
16      echo what my colleagues had just mentioned. I think  
17      Mr. Classe has been incredibly supportive and  
18      helpful as we -- as we're all drinking from a fire  
19      hose very early on, and I would agree that the  
20      elements of professionalism and support that  
21      everyone, all the staff, have illustrated in a -- in  
22      a time of a bit of uncertainty, if I -- for lack of  
23      a better term, has been -- has been tremendous. So  
24      Mr. Classe, I just -- I genuinely appreciate all  
25      that time and your continuation to serve us here.



1 MR. GARCIA: Thank you. And I echo those  
2 comments, John. You've had to put up with me more  
3 than my fellow board members, and you've always been  
4 polite, responsive, diligent. And I have enjoyed  
5 working with you, and I'm going to continue to work  
6 with you. And I know that Glen is also going to  
7 enjoy working with you, and so we are all deeply  
8 grateful for your good work. And we all know that  
9 the circumstances of the new board coming on have  
10 been a challenge for you and your employees, and you  
11 have made it seamless for us. And we're deeply  
12 appreciative of that. Thank you.

13 MR. CLASSE: Well, thank you for your kind  
14 words.

15 MR. GARCIA: And now we'll go to Item number  
16 9.3 on the agenda. That's consideration of an  
17 Employment Agreement.

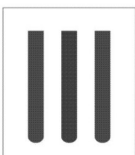
18 MR. SASSO: Mr. Chair, I think we need to  
19 finish --

20 MR. GARCIA: Oh, oh, I'm sorry. So I'll make a  
21 motion that we approve the Employment Agreement and  
22 authorize the board engaging in the agreement.

23 MR. SASSO: Second.

24 MR. GARCIA: All in favor say aye.

25 ALL: Aye.



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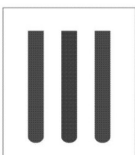
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1 MR. GARCIA: No one opposed? Passes  
2 unanimously. Okay. Now we'll go to Item 9.3, and  
3 this is the consideration of an Employment Agreement  
4 with Mr. Gilzean. And so I think it's important for  
5 the public and the taxpayers to get a little  
6 background in terms of how this agreement came  
7 about. You heard two meetings ago that Mr. Classe  
8 announced that he wanted to take a different role,  
9 and you've just seen that the board has adopted an  
10 Employment Agreement consistent with this new role  
11 that Mr. Classe will take. And we're looking  
12 forward to his service in that capacity, and we are  
13 now proposing that we bring on a new administrator.  
14 And we have done -- each board member has done their  
15 own individual due diligence, and each board member  
16 has met our new proposed administrator. And there  
17 is a contract that is -- a proposed contract that's  
18 part of the material, and I think it's probably  
19 important for me to explain the compensation in the  
20 agreement. We wanted to make sure that the  
21 compensation for this position was appropriate, and  
22 so some of the things that we looked at is, first  
23 and foremost, what was the range of compensation for  
24 this position developed by the old board? Okay.  
25 And the range was \$271,000 to \$453,000. And what

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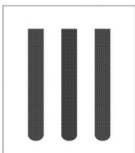
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1 we're proposing is a comp level that's \$53,000 less  
2 than the top line. The other thing that we looked  
3 at is, what are other special districts paying for a  
4 similar position? We looked at the Port of  
5 Jacksonville, where that comparable position is paid  
6 \$438,000, Tampa International Airport \$598,000, the  
7 Port of Tampa \$553,000, and the Canaveral Port  
8 district \$375,000. And those districts have similar  
9 size budgets. In this district, we actually have  
10 two budgets that the administrator has to manage,  
11 and the geographic size of this district is much  
12 larger than those. The other thing that's important  
13 to note is that our new administrator is being paid  
14 \$45,000 more than what Mr. Classe was being paid,  
15 but it's a very different job description. We are  
16 now functioning under a new legislative act, and the  
17 new legislative act not only obligates the  
18 administrator to keep the trains running within the  
19 district and make sure that everything is  
20 functioning well, like it has been, but we also have  
21 a lawful obligation to provide reports to the  
22 legislature and the governor that's mandated. And  
23 one of the reasons that we've brought in some  
24 outside experts is because the district internally  
25 doesn't have that expertise. And what you're going

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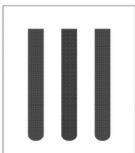
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1 to hear going down the road, that we're going to  
2 bring in an urban planner to perform some of the  
3 functions that are required in this reporting  
4 function. And the other thing is there are 87  
5 lawsuits that have been filed by Disney against  
6 Osceola and Orange County contesting their tax  
7 assessments, and the district historically has taken  
8 a neutral position, basically done nothing. And we  
9 think it's advisable for our district to take a  
10 position in that because it's a -- it's an  
11 opportunity to protect our revenues. It's an  
12 opportunity to work with the local counties, and  
13 they seem to have a good position. And so the new  
14 administrator is going to be tasked with managing  
15 that part of the -- his obligation that was not a  
16 responsibility because of the neutral position we --  
17 the district took in the past. The other thing that  
18 you've heard a lot about, and it's one of the  
19 reasons that we think qualifies our new  
20 administrator so well, is that we want to be a good  
21 neighbor to Osceola and Orange County. We want to  
22 work with them because the district is important to  
23 them, the work of the district is important to them,  
24 and their work is important to us. And so there is  
25 going to be more outreach that's going to be asked

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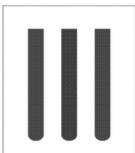
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1 of the new administrator. Fortunately, he's a local  
2 person. He's somebody that knows almost all of our  
3 local elected officials. And then -- and then  
4 finally, which is really significant, is that, you  
5 know, when we were out looking for a new  
6 administrator, we had to be honest with him, and we  
7 couldn't just tell him the first day that he showed  
8 up that he'd just be given the keys to the front  
9 door. But we had to tell him that he is going to  
10 not only be an administrator, but he's probably  
11 going to be a defendant in a lawsuit, okay? And  
12 nobody likes to be sued, and from everything that  
13 this board has been able to determine, Mr. Classe  
14 did everything that he was asked to do by the prior  
15 board. And as you know, that prior board was  
16 directed by Disney, and notwithstanding all his  
17 good work, he was sued and is a named defendant in  
18 that federal lawsuit. And so our new administrator  
19 can plan on being a defendant in a lawsuit, and it's  
20 always challenging to recruit someone to a job and  
21 saying, the first day there's going to be a process  
22 server coming down the sidewalk that's probably  
23 going to serve you with a federal lawsuit. So in  
24 light of all of those factors, the compensation  
25 range level that the old board set pursuant to the

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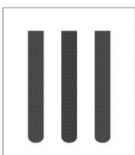
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1 direction of Disney, the comparable compensation for  
2 other special districts, and the additional job  
3 requirements that our new administrator is going to  
4 have, I came to the determination that \$400,000 was  
5 a reasonable compensation for all of these -- this  
6 good work that we're going to expect from the new  
7 administrator. So with that explanation, what I'd  
8 like to do is make an -- a motion that we approve  
9 the Employment Agreement with our new administrator.  
10 And is there a second to that motion?

11 MR. PERI: Second.

12 MR. GARCIA: And -- sure. And then I was going  
13 to say there's a -- there's a motion on the floor, a  
14 second. And are there any comments from my fellow  
15 board members?

16 MR. AUNGST: Thank you, Mr. Chair. Thank you,  
17 Mr. Chair. As I mentioned at the last meeting, I've  
18 had the honor of knowing Mr. Gilzean for over a  
19 decade from his time when he stepped in on very  
20 short notice and tragic circumstances to serve as a  
21 school board member in Pinellas County. And since  
22 that time, I have been so delighted that he has  
23 established himself as a highly respected CEO here  
24 in Central Florida. He was one of Orlando Business  
25 Journal's CEOs of the year in 2019, and he also



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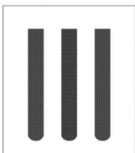
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1 serves on the Orlando Economic Partnership with some  
2 of our biggest stakeholders within the district. So  
3 he brings those relationships, those personal  
4 relationships. And I'm sure and I know that there's  
5 mutual respect there. The thing I love the most  
6 about Glen is that, like me, he's an eternal  
7 optimist. I would not be here if I was not  
8 optimistic. I would not be here if I didn't know  
9 that the best days of this district for all of our  
10 stakeholders, all of our stakeholders, are ahead.  
11 And the goal of this board is to ensure the long-  
12 term economic development, prosperity, and quality  
13 of life for this district, all of our stakeholders,  
14 and the region. And Mr. Gilzean is a bridge  
15 builder. He's a consensus builder. He's a good  
16 person. He's someone that you are going to love to  
17 work with, and he's going to be your colleague,  
18 right? You're going to be working with him, and I'm  
19 just excited. It's a great opportunity. I think  
20 it's coming at the right time, and I cannot wait to  
21 see your proactive leadership and your community  
22 building at work here in the district. So thank you.  
23 Mr. Gilzean for your willingness to serve. We're  
24 very blessed and lucky to have you. Thank you.

25 MR. GARCIA: Any other comments?



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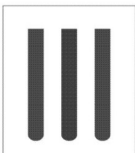
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1 MR. PERI: Yeah. I met Glen for the first time  
2 this week, and I was very impressed, and impressed  
3 not just because of his capabilities. But this job  
4 at this time requires somebody with very broad  
5 shoulders, somebody who can smile in the face of  
6 massive adversity, and someone who really deeply  
7 cares about people. He's been involved in the Step  
8 Up program, and that resonates with me. I think  
9 that it's important to break the cycles of  
10 generational poverty. And he has a heart for that,  
11 but he has a heart for a great many other things.  
12 But in all of that, he is a wise and competent  
13 businessman, a wise and competent manager and  
14 entrepreneur. And I am thrilled that he's accepted  
15 this position. I'm looking forward to working  
16 together with you.

17 MR. GARCIA: Thank you, Ron. Any other  
18 comments from my fellow board members? Vice Chair  
19 Sasso?

20 MR. SASSO: I'd echo the comments of the other  
21 board members. I've had the opportunity to work  
22 with Mr. Gilzean and know him for some time in  
23 Central Florida. His reputation is, you know, if  
24 not one of the best, the best in Central Florida,  
25 and I think everyone here will enjoy working with



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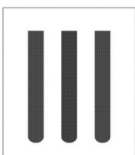
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1 him. And I know that one thing I've observed about  
2 Mr. Gilzean is he will work late at night, early in  
3 the morning, on the weekends, so I pity all those  
4 who might have to be responsive to all of the e-  
5 mails and text messages. But expect a guy who's  
6 going to work 24-7 around the clock for the district  
7 and for all of us, and we're excited for that. And  
8 Glen, I wish you all the best, and we're here to  
9 support you as a board as well.

10 MR. GARCIA: Any other comments from fellow  
11 board members?

12 MS. ZIEGLER: Yeah. No, I -- excuse me. I  
13 just I really want to echo. I think Supervisor  
14 Aungst really summarized so much of what I would  
15 want to say. I'm very excited. I had the  
16 opportunity to meet Mr. Gilzean back in 2014 when I  
17 first got involved in public service, and he has  
18 really opened my eyes early on to the best ways to  
19 bring people together and unify. And I think that's  
20 what Supervisor Aungst just brought forward. He  
21 does bring incredible optimism, but he is incredibly  
22 competent. So I was very excited to see that resume  
23 come forward, and I now am very excited to support  
24 this measure and work with him. And I want to tell  
25 all the members of the district that you have lots



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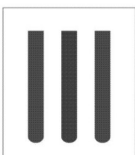
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1 of reason to be excited as well. He's an -- a  
2 tremendous leader, so looking forward to the future.

3 MR. GARCIA: Thank you. And I have a -- just a  
4 few brief comments. One thing I'll tell you about  
5 Mr. Gilzean that's indisputable: He's tall, dark,  
6 and handsome. And I took that away from him. He's  
7 the one that gave me that phrase when I first met  
8 him. He called me up and said, when you meet me,  
9 here's what you're going to see. And so -- but --  
10 and he's got a great sense of humor, and he has a --  
11 the good news for the employees is he has a  
12 temperament that's very similar to Mr. Classe in  
13 that he's very gentle and very easy to work with.  
14 And so he needs no introduction to anyone who is a  
15 student of public service in the state of Florida.  
16 He's been a -- he's dedicated his career to  
17 providing a hand up to the underserved in our  
18 communities of Florida and has been a resident of  
19 Orlando for the past seven years, working closely  
20 with all of the elected officials in Osceola in  
21 Orange County. He'll make the district more  
22 responsive to the needs of those counties and to its  
23 residents. He has an extensive leadership  
24 experience as a president and CEO. He is  
25 particularly adept at serving the demographic of



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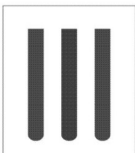
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1 those who work in the district. His entrepreneurial  
2 instincts will help the district innovate a new and  
3 better urban plan that will be more equitable and  
4 more prosperous for more people as this board  
5 continues to develop governance, policies, and  
6 practices that you've heard so much about for the  
7 district. His experience as a board member on the  
8 Florida Commission on Ethics will be invaluable to  
9 the district on those matters. Mr. Gilzean's  
10 diverse background and experiences will be very  
11 valuable in the district's mission to unite and  
12 better serve all the constituents of the district.  
13 And the best part is you're going to hear from Mr.  
14 Gilzean, so at this point I would invite him to the  
15 podium to make a presentation.

16 MR. GILZEAN: Good morning. I'm truly humbled  
17 to be standing before you this morning. I would  
18 like to begin by thanking the Central Florida  
19 Tourism Oversight District Board of Supervisors for  
20 placing confidence in me. Over the course of my  
21 life, I had the great privilege of living and  
22 working throughout Florida. I was raised in South  
23 Florida, then moved to Tampa Bay to study and begin  
24 my professional career. Then seven years ago,  
25 Central Florida became my new home, and immediately,

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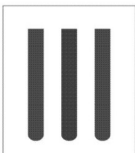
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1 this community adopted me with open arms. Though  
2 I've now spent time in many parts of Florida, it was  
3 immediately clear that this region is essential to  
4 our great state. There's magic here, and in this  
5 new role, I will strive to ensure that more people  
6 than ever have a chance to experience it. Now, a  
7 lot have been said and written about the ongoing  
8 dispute between our state elected leaders and the  
9 Walt Disney Corporation. Let me be abundantly clear.  
10 My job is to make this district, and in turn, this  
11 entire region, a better place. As such, let's  
12 continuously keep in mind that the people are at the  
13 heart of this matter. They are our constituents,  
14 the district employees, the Walt Disney employees,  
15 the small business owners, and of course, the  
16 millions of tourists who visit annually. I've  
17 watched the past meetings of the Central Florida  
18 Tourism Oversight District Board very closely. And  
19 I will attest that I've already seen very real  
20 progress. This board has enacted policies that will  
21 lead to more transparent and well governed. And  
22 having met with the members of the board, it is  
23 evident that they are committed to improving this  
24 district through innovation and proper oversight.  
25 First on this score, I am proud that the board has

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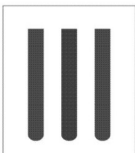
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1 enacted rules to govern its own conduct. With every  
2 board I've had the honor of working with, this  
3 action was paramount. It is very clear that the  
4 members of this board understand that before they  
5 can attempt oversight on other entities, they,  
6 themselves, must effectively govern. Also critical  
7 to the better function of our region is the proper  
8 checks and balances, and of course, independence.  
9 By bringing in an independent legal counsel and an  
10 independent financial advisor, this board can now  
11 act without the pressure vested from outside  
12 influence and therefore, primarily of the interests  
13 of our stakeholders. Perhaps the most important new  
14 initiative of the Central Florida Tourism Oversight  
15 District, and one that's closest to my heart, is the  
16 commitment to hire an independent urban planner to  
17 ensure that our district can grow via the addition  
18 of affordable workforce housing for our community.  
19 Previously, I served as the president and CEO of the  
20 Central Florida Urban League and in this role, my  
21 organization helped instill important values and  
22 integrity and personal responsibility predominantly  
23 with the African American community and the rest of  
24 the community. Of direct relevance, we've helped  
25 thousand of individuals secure their financial

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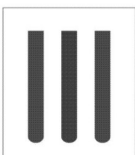
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1 future by encouraging them to pursue a path towards  
2 home ownership. And for our communities, this was  
3 the first step of breaking the brutal cycle of  
4 multi-generational poverty. Yet, it is important to  
5 note that -- economic hardships is not only -- it's  
6 not restricted only to one community. Rather, it  
7 affects individuals of all background, including  
8 those with full-time jobs, and many of these  
9 individuals work right here in our district. For  
10 many years, their difficulties were deeply  
11 underappreciated, if not wholly neglected by  
12 previous boards. I am pleased to say that the new  
13 leadership of this board instantly endeavored to  
14 finally right that situation. Nearly 60 million  
15 guests visited our four theme parks in this district  
16 in 2019. There's over 70,000-plus employees  
17 dedicated to making their experience unforgettable.  
18 There's incredible individuals who work within the  
19 31 -- 30-plus hotels, the two water parks, retail  
20 spaces and vast sports complex. Stunningly, a  
21 significant number of these employees live at or  
22 below the poverty line. As such, a proper urban  
23 planning and the construction of affordable  
24 workforce housing will prove this is a first -- a  
25 huge first step in making certain that their

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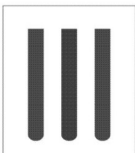
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1 children, their families are better off. This is  
2 critical if we truly want to be partners with the  
3 people who work here in our communities. It is also  
4 important to note that the impact of visitors to our  
5 district affects our entire regions. While tourists  
6 spend a majority of their time within our district,  
7 they still rely on outside resources to get them  
8 here. Most guests fly into an airport either in  
9 Orange or Seminole County and naturally traverse the  
10 roads throughout Central Florida. These are just two  
11 small examples of how the visitors are using  
12 resources that we all share. As such, I'm proposing  
13 the commissioning of a regional fiscal impact study  
14 to ensure that our district does its part to offset  
15 the burdens that these tourists have on our other  
16 resources throughout our community. Together, we  
17 will be a force of positive change in our region.  
18 And as the new district administrator, I will bring  
19 to the district the same sense of genuine community  
20 that I fostered in my previous roles. To my staff,  
21 I want to underscore that we are a team. I look  
22 forward to working with all of you. The vision of  
23 our board will not be realized without the  
24 corporation and robust eagerness to explore new and  
25 exciting ideas, so please know that my door will

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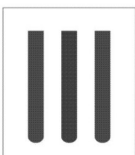
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1 always be open. Mr. Walt Disney once said his goal  
2 was to build a city of tomorrow. The new leadership  
3 of this board is dedicated to doing just that. We  
4 are all Floridians. We want all of our businesses,  
5 both big and small, to thrive, but it can't be done  
6 without fighting -- it cannot be done by fighting  
7 endless battles in courts. It can only be achieved  
8 by collaborating in the earnest to make this  
9 district a model, a world-class model of a true  
10 public-private partnership. As we embark in this  
11 new role, I invite all Floridians to come forward  
12 with your thoughts, your ideas and your comments.  
13 We are here to serve you to make sure that your tax  
14 dollars are spent properly for the betterment of our  
15 community, our region and our great state. Thank  
16 you.

17 MR. GARCIA: Well, thank you for those beautiful  
18 comments, and you are spot on, sir. We're all  
19 looking forward to working with you and so we have a  
20 motion and a second. All in favor, say, "Aye."

21 ALL: Aye.

22 MR. GARCIA: Any opposed? Passes unanimously.  
23 Congratulations. And we'll now move on to the  
24 public hearings, item 10.1. Mr. Langley, do you  
25 have some comments, please?



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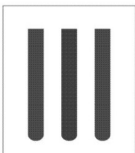
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1 MR. LANGLEY: Yep. Is this on? Resolution  
2 Number 641, "A Resolution of the Board of  
3 Supervisors of the Central Florida Tourism Oversight  
4 District Creating the Lobbyist Rules and  
5 Regulations; Providing for Severability Conflicts  
6 and an Effective Date." This is a public hearing.  
7 I will briefly comment that this is board -- a board  
8 driven resolution. At prior meetings, this board  
9 did request that we establish some lobbyist  
10 registration rules so I put together this resolution  
11 to implement a process for a lobbyist to register  
12 with the district and to provide for a blackout  
13 period between -- for procurement matters for  
14 lobbyist activities between the time a solicitation  
15 for procurement matter is issued to the time that  
16 procurement contract is awarded. Now, it's  
17 important to note that what is lobbying is, what we  
18 think of it, is traditionally -- is a person gets  
19 compensated to try to affect an outcome, so that you  
20 have to be a person whose job it is to try to  
21 influence the decision makers of this district to be  
22 subject to it. So it's not intended to require,  
23 let's say a tenant who has a business, if it's their  
24 business to approach you-all to express their  
25 concerns or their opinions of matters to have to

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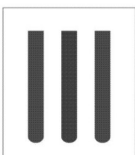
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1 register, but if they -- if a tenant were to pay a  
2 lobbyist firm to try to effectuate some change of  
3 policy or a decision or outcome, that person that  
4 they're hiring to lobby you would need to register.  
5 Also, this makes it clear that a lobbyist does not  
6 include the employees of the district or union  
7 representatives, representatives of any governmental  
8 entity that is communicating with you. These are  
9 very straightforward policies, are very similar to  
10 what other local governments institute. There's  
11 nothing unusual about it. It's another form of  
12 transparency so members of the public will be able  
13 to see who is attempting to effectuate some changes  
14 in your decision making or regulations or trying to  
15 get certain approvals from this board or attempting  
16 to get contracts with the district. If you have any  
17 questions for me, I'm happy to try to answer them,  
18 but the resolution is in your agenda packet, and  
19 this is a public hearing so we would need to open it  
20 up for anyone who would like to comment at this time  
21 if there are no questions from the board.

22 MR. GARCIA: So first, are there any public  
23 comments? Are there any comments from my fellow  
24 board members?

25 MR. LANGLEY: Go ahead.



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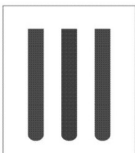
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1 MR. AUNGST: Okay, thanks. Thank you, Mr.  
2 Chair. Just real briefly, this is just another one  
3 of those governmental best practices that we were  
4 talking about earlier. I would like to thank vice  
5 chair Sasso, I think, for actually suggesting it  
6 very early on. It's entirely consistent with all of  
7 the larger jurisdictions that I practice in West  
8 Central Florida, and it does not make us  
9 inaccessible to anyone. It does not require a  
10 resident to sign up as a lobbyist. It doesn't  
11 require a business owner to sign up as a lobbyist.  
12 It doesn't require one of our employees to sign up  
13 as a lobbyist. But if someone is being paid by  
14 someone else for the purpose of lobbying us, that  
15 person would have to sign up, but we still meet with  
16 them. It's just public that that person met with us  
17 and who were -- they were representing. So it is  
18 just a level of transparency. It's best governmental  
19 practices. And it certainly does not make us any  
20 more, any less accessible than we are, and we don't  
21 want to be inaccessible. We want to be here to hear  
22 your concerns and work collaboratively with you, so  
23 thank you.

24 MR. SASSO: Thank you for those clarifying  
25 comments, Supervisor Aungst. I wanted to add that as



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1 a board member, I find it helpful to know who's  
2 being compensated or paid to try to reach out to me  
3 and contact me because it -- I know that that person  
4 is representing a group and it facilitates some of  
5 that communication, as opposed to just getting a  
6 cold call, not knowing who a person is, not knowing  
7 who a number, you know, might belong to. And I think  
8 it's going to help the board going forward to have  
9 more effective and seamless communications with  
10 stakeholders who have -- who've gone out and hired  
11 someone to try and help present their positions to  
12 us as a group. So I greatly appreciate you putting  
13 this together, Mr. Langley. Thanks for bringing it  
14 up to the board. I know you expedited this, and I  
15 think it also helps us get more mainstream with what  
16 everyone else is doing in this sector. So thank  
17 you. With that, I'll give it back to you, Mr. Chair.

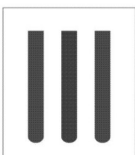
18 MR. GARCIA: Any further comments by my fellow  
19 board members? Thank you for those comments,  
20 they're spot on. Okay. We need a motion; is that  
21 correct? Is there a motion?

22 BOARD MEMBER: Moved. Second.

23 MR. GARCIA: All in favor, say, "Aye."

24 ALL: Aye.

25 MR. GARCIA: Any opposed? Motion passes



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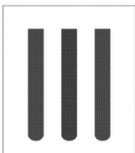
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1 unanimously. And I'm going to flip the order of the  
2 next two. We're going to go to 10.3, which is  
3 Resolution 643, and I understand the chief has a  
4 presentation on this resolution. So Chief, I'll  
5 turn it over to you.

6 MR. LANGLEY: Mr. Chair. I might read the --  
7 is this mic working? Resolution Number 643, "A  
8 Resolution of the Board of Supervisors of the  
9 Central Florida Tourism Oversight District Adopting  
10 the Florida Fire Prevention Code and Creating  
11 Regulations Concerning False Alarms and Enforcement  
12 Mechanisms; Providing for Severability Conflicts and  
13 an Effective Date." Thank you.

14 MR. GARCIA: Chief, you're on.

15 UNKNOWN SPEAKER: Thank you. Mr. Garcia,  
16 members of the board. Before you for your  
17 consideration this morning, you have resolution 643.  
18 It does a number of things, in my mind and my senior  
19 staff, and I want to appreciate that Dan had given  
20 us the opportunity to review all of this and make  
21 comments and make changes. First and foremost, I  
22 believe that adopting the Florida Fire Prevention  
23 Code in its entirety, in compliance with Florida  
24 Statute 633 and the Florida Administrative Code  
25 Section 69A, it puts it in a place of prominence in



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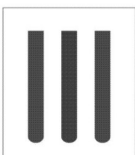
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1 its own and distinct ordinance and it shows our  
2 resolution to follow all of the state regulations,  
3 which we currently do, but it's not recognized  
4 specifically on its own as the document that we  
5 would use. Number two, it creates some additional  
6 tools for us to use, and I'll speak a little bit  
7 about that after I get to number three. Number  
8 three, it defines the enforcement criteria and the  
9 appeals process, which is definitively laid out and  
10 gives everybody an understanding of if they feel  
11 like the code is being misapplied in their  
12 individual situation, it allows an appeal and lays  
13 out what has to be done by an owner for an appeal to  
14 what we would think is the code or how we are  
15 enforcing the code in a specific situation.  
16 Additionally, it moves on and it identifies the  
17 authority having jurisdiction, the person who's  
18 responsible for doing the -- for enforcing the code  
19 within the district, and that is in full compliance  
20 with 633 and 69A. It allows the fire chief and the  
21 fire marshal to make some policies as to the  
22 application of the code and how people can contact  
23 us and we can have conversation about the  
24 application of that code. It continues on and it  
25 makes some great definitions and it defines a few

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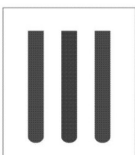
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1 things. It defines the enforcement official. It  
2 defines what a false alarm is. It defines a fire  
3 alarm system, a fire alarm technician, a fire watch  
4 and specifically an owner, and that would be the  
5 owner of the systems that are covered by the Florida  
6 Fire Prevention Code or statute, the Administrative  
7 Code. It also outlines the responsibilities of  
8 each, so that clearly defines to the owners of the  
9 system what their responsibility is for maintenance  
10 and compliance with the code and it defines our  
11 ability on how we enforce the code. In -- back to  
12 number two, as adding a tool, it defines a fine and  
13 a fee schedule, fines that can be levied for a  
14 lingering fire code violations and fees that can be  
15 charged for false alarms. It gives a lot of  
16 latitude to the enforcement official on when to use  
17 this particular tool. It also takes into  
18 consideration under false alarms there are a lot of  
19 outside influences for fire alarm systems. As you  
20 can imagine with an electronic system or your  
21 television set or any low voltage things you have in  
22 your home, storms have a great impact on that, and  
23 this is set up to take that into account so that the  
24 officials can make a determination, is this a real  
25 false or nuisance alarm that's putting our personnel

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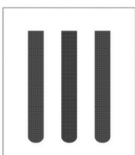
1 in jeopardy running to a -- running to a location,  
2 or is this something that's out of the owner's  
3 control? In those circumstances, it allows us to  
4 not put it in as part of the process, so that  
5 wouldn't count against you. I think that's critical  
6 that it gives us the ability to make those  
7 determination and it doesn't just assess fines and  
8 fees unless it's absolutely necessary. So lastly, I  
9 think that having this as an additional tool in our  
10 arsenal in code enforcement, identifying the code,  
11 its authority, it will help us maintain the  
12 excellent; and I might add we have and have created  
13 over a number of years, an excellent fire safety  
14 record within the district, and this is a tool that  
15 I believe will enhance that ability well into the  
16 future. Lastly, it brings us into parity with most  
17 of the Central Florida fire organizations that have  
18 language like this. And that's pretty much it in a  
19 nutshell, if you have any questions.

20 MR. GARCIA: I have one question.

21 UNKNOWN SPEAKER: Yes, sir.

22 MR. GARCIA: So would it -- if we adopt this,  
23 would this be another best practices and policies  
24 that this board is bringing into the district?

25 UNKNOWN SPEAKER: Yes, sir, it would be. And



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1 the -- this -- the fire marshal and I spent  
2 considerable time and Chief Ferrari reviewing it,  
3 and we would recommend that you adopt this  
4 resolution.

5 MR. GARCIA: Is -- are there any comments from  
6 my fellow board members? Questions? Do I have a  
7 motion?

8 BOARD MEMBER: Move for approval.

9 MR. GARCIA: Second?

10 BOARD MEMBER: Second.

11 MR. GARCIA: All in favor, say, "Aye."

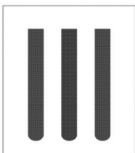
12 ALL: Aye.

13 MR. GARCIA: Passes unanimously. Thank you,  
14 Chief.

15 UNKNOWN SPEAKER: Thank you for the  
16 opportunity.

17 MR. GARCIA: And we'll now go to 642 and let  
18 Mr. Langley speak on this. It dovetails into the  
19 resolution that we just adopted. Mr. Langley?

20 MR. LANGLEY: Resolution number 642, "A  
21 Resolution of the Board of Supervisors of the  
22 Central Florida Tourism Oversight District Creating  
23 the Enforcement Citation Program, a Special  
24 Magistrate Position in Appeal Procedures; Provide  
25 for Severability Conflicts and an Effective Date."



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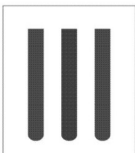
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1 As the chair said that, this resolution is related  
2 to the resolution we just adopted. The prior  
3 resolution created -- creates an appeal process with  
4 a special magistrate for people that are cited for  
5 violations by the fire chief or fire marshal to  
6 appeal. And this resolution creates the framework  
7 for the special magistrate appeal process, but it  
8 also creates a platform for the district to have  
9 enforcement through this alternative means for  
10 citations for all regulations that the district has  
11 now or may in the future create. So this creates  
12 the code enforcement process for the district  
13 administrator to appoint employees of the district  
14 to serve as enforcement officers in their own  
15 specific areas of expertise, can envision the  
16 district administrator would perhaps appoint  
17 individuals in the environmental field for  
18 enforcement and environmental regulations, et  
19 cetera, in different departments. If they determine  
20 there's a violation, they have this process as an  
21 alternative. They don't have to use this. This is  
22 merely an alternative to go to the person that  
23 they're alleging to be in violation and say, "Here's  
24 what you're violating. Here's the notice of the  
25 provision you're in violation of. You have this

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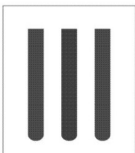
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1 many days to correct this. And if you do not, then  
2 you know, here's your financial penalty for that."  
3 And if they disagree that they're in violation, then  
4 they have this process where they can appeal that to  
5 this independent special magistrate to contest that  
6 process, that fine or violation that's being levied  
7 upon them, and that affords a due process to that  
8 individual or that entity that is being cited for  
9 the violation. Again, we also have a delayed  
10 effectiveness of this one so the district can have  
11 the opportunity to put in process measures to  
12 anticipate this process. Again, this is another  
13 tool in the toolbox for enforcement. This isn't an  
14 alternative. This isn't a requirement that it has to  
15 be used in every circumstance. But if there is a  
16 circumstance where this enforcement mechanisms makes  
17 the most sense, is the most efficient or just, you  
18 know, would make a lot more sense for all parties  
19 involved then this could be used. This is a very  
20 standard practice in local governments. I mean, I'm  
21 actually not aware of any local government in  
22 Central Florida not having some sort of code  
23 enforcement process. When you have rules and  
24 regulations and ordinances that say that, you know,  
25 thou shall not do X, Y and Z, or there's a, you

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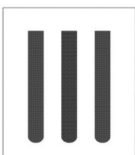
1 know, or you're violating our code or regulations,  
2 there's often -- there's always an enforcement tool  
3 that's spelled out in the regulations that's very  
4 similar to this, and this creates these good  
5 practices, best practices opportunities. I'll tell  
6 you one of the -- one of the tools that is there for  
7 the district that is not pleasant for anybody  
8 involved, is to sue the violator in court and seek  
9 an injunctive relief. That could be much more  
10 expensive for not only the district but the violator  
11 to go through that process, so this affords actually  
12 a more effective, efficient and cost-effective code  
13 enforcement mechanism for the district to use. Any  
14 further questions?

15 MR. GARCIA: Any comments or questions from my  
16 fellow board members? And then are there any public  
17 comments on either Resolution 643 or Resolution 642?  
18 Hearing none, is there a motion that -- oh, yes,  
19 ma'am?

20 MS. REED: (No verbal response.)

21 MR. GARCIA: Yes, ma'am.

22 MS. REED: My name is Suzanne Reed. I happen  
23 to live in Celebration for the last 23 years, and  
24 I'm just on a learning curve here, so bear with me,  
25 please. But, you know, you hear all kinds of things



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1 so I'd rather not just hear things. I'd rather get  
2 the straight stuff from whoever is saying this. I  
3 understand about the fire prevention code and I'm  
4 very concrete, so if someone was to do a false  
5 alarm, I understand that there would be a procedure  
6 for that to be addressed. So what I'm wondering  
7 about in this 642, what kinds of things would be  
8 citations? I don't have a clue. So I'd just like  
9 to understand that and understand more about that.

10 MR. GARCIA: Mr. Langley?

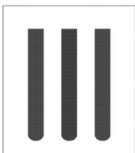
11 MR. LANGLEY: Well, there would have to be a  
12 particular regulation that you would be subject to  
13 in order for you to even come and fall within this  
14 potential citation process. You're -- are you a  
15 resident of the district or you live outside the  
16 district?

17 MS. REED: I live in Celebration.

18 MR. LANGLEY: Okay. You're -- you wouldn't be  
19 subject to this because you're not in --

20 MS. REED: Yeah. No. I'm just trying to  
21 understand. Is there some place that it is  
22 described what the particular rules are so that  
23 people know?

24 MR. LANGLEY: Yeah. So the -- this is a  
25 framework for code enforcement. There would be



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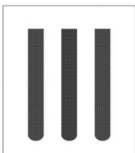
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1 specific regulations that would specify what is not  
2 allowed. For instance, like in your building code,  
3 there might be a provision that says you have to use  
4 a certain material, and if you don't -- if you don't  
5 comply with that, there -- there's this is an  
6 alternative enforcement mechanism. The building  
7 official has other mechanisms to enforce that  
8 requirement during the building process. But there  
9 would have to be a particular regulation that you'd  
10 be in violation of, and those regulations could be  
11 future regulations that the board hasn't yet  
12 adopted. So there could be environmental  
13 requirements that are in resolution. So all these  
14 are public record and they are existing or future  
15 regulations of the district. So there's -- this  
16 doesn't specify all the ways or all the regulations  
17 that this would apply to because this is a framework  
18 to apply other regulations to this code enforcement  
19 mechanism.

20 MS. REED: Okay. I mean, I understand that, I  
21 think. The reason I've asked a question is, I've  
22 heard people going, oh my gosh. You know, there're  
23 going to be citations for this or that or whatever.  
24 And so I'm just raising that question. If there's  
25 future things that -- rules that are going to apply,

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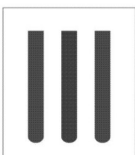
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1 where will they be, how will we know about them or  
2 how would anybody know about them?

3 MR. LANGLEY: Well, that's an excellent  
4 question. One of the things that I'm going to work  
5 with the staff on is creating a more transparent way  
6 for rules and regulations to be posted on the  
7 Internet. And you know, there are -- other local  
8 governments have access and use of a service called  
9 Municode (phonetic) where all their rules and  
10 regulations are posted on the Internet so any member  
11 of the public who has access to a computer can go  
12 and see all the rules and regulations. Currently,  
13 the district doesn't have that. There are some  
14 rules and regulations that are posted on the  
15 website, so I think that would be one way of  
16 bringing that transparency to the district would be  
17 a service like that, or some other alternative where  
18 we maybe internally do that on our website. But  
19 that's something that we are looking into.

20 MS. REED: Thank you. Yeah. Transparency is a  
21 critical piece. Thank you.

22 MR. GARCIA: Well, thank you for your  
23 questions. Are there any other public comments or  
24 questions from the audience? Hearing none. Is  
25 there a motion that we adopt this Resolution 642?



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1 BOARD MEMBER: So moved.

2 MR. GARCIA: Second?

3 BOARD MEMBER: Second.

4 MR. GARCIA: All in favor, say, "Aye."

5 ALL: Aye.

6 MR. GARCIA: Unopposed, passes unanimously. And  
7 now we move down to unfinished business. Is there  
8 any unfinished business that my fellow board members  
9 would like to discuss or any other business?  
10 Hearing none. We will stand adjourned. Thank you-  
11 all for coming.

12 (MEETING CONCLUDED)

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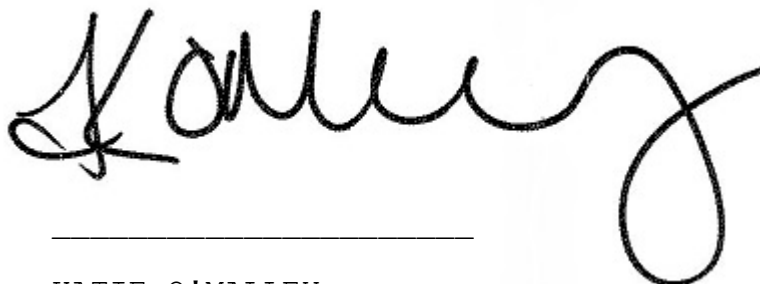
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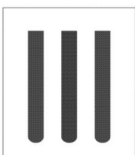
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19 Submitted on: July 07, 2023.  
20

21   
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23 \_\_\_\_\_  
24 KATIE O'MALLEY  
25



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# Central Florida Tourism Oversight District

## Board of Supervisors

### Agenda Item 6.3

Page 1 of 1

<b>Meeting Date</b>	
July 26, 2023	
<b>Agenda Item Name</b>	
May 24, 2023 Meeting Minutes	
<b>Requested Action</b>	
Approval of the Meeting Minutes of the May 24, 2023 Board of Supervisors Meeting	
<b>Staff Report</b>	
None	
<b>Additional Analysis</b>	
None	
<b>Fiscal Impact Summary</b>	
None	
<b>Exhibits Attached</b>	
1. May 24, 2023 Transcribed Meeting Minutes	

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**ORIGINAL**

1 CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

2 BOARD OF SUPERVISIORS MEETING

3 \_\_\_\_\_/

4 DATE: MAY 24, 2023

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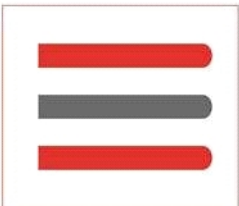
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1 PRESENT:

2

3 AARON COLBURN

4 JOHN SHIREY, RCFD PRESIDENT

5 DEBBIE MCDONALD

6 BRIDGET ZIEGLER

7 MARTIN GARCIA, CHAIR

8 BRIAN AUNGST, JUNIOR

9 RON PERI

10 MICHAEL SASSO, VICE CHAIR

11 DANIEL LANGLEY, ESQUIRE

12 GLENTON GILZEAN, JUNIOR, DISTRICT ADMINISTRATOR

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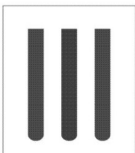
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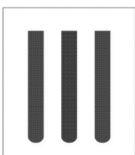
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1 MR. GARCIA: So let's call the meeting to  
2 order. Welcome to everybody. Good morning. Thank  
3 you for being here. Thank you for your interest in  
4 the work of this board and the district, and it's a  
5 little cozier, smaller room, and I kind of like  
6 that. So I get a little closer to you-all, and  
7 that's wonderful. So let's start with the opening  
8 invocation.

9 MR. GILZEAN: Mr. Chairman, good morning. And  
10 I would like to bring up Bishop Kevin Cobaris. He  
11 is a distinguished minister of faith in local, and  
12 I'm really excited that he's going to come up and  
13 give us our invocation. Bishop?

14 MR. COBARIS: Thank you, Mr. Chair. And thank  
15 you, Mr. Gilzean. Will you bow your heads as I  
16 pray. Dear wise and loving Father, first, let me say  
17 thank you on behalf of all who are gathered here  
18 today. Thank you for your many and abundant  
19 blessings. Thank you for life itself, for the  
20 measure of health we need to fulfill our callings  
21 for sustenance and for friendship. Thank you for the  
22 ability to be involved in useful work and for the  
23 honor of bearing appropriate responsibilities.  
24 Thanks as well for the freedom to embrace You or the  
25 freedom to reject You. Thank you for loving us even



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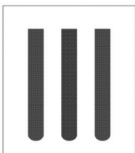
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1 so from your boundless and gracious nature. In the  
2 Scriptures, You have said that citizens ought to  
3 obey the governing authorities since you have  
4 established those very authorities to promote peace  
5 and order and justice. Therefore, I pray for the  
6 Central Florida Tourism Oversight District, the  
7 officials, and in particular for this assembled  
8 board of supervisors, I'm asking that You would  
9 graciously grant them wisdom to govern amid the  
10 conflicting interests and issues of our times. A  
11 sense of welfare and true needs of the district, a  
12 keen and thirst for justice and righteousness,  
13 confidence in what is good and fitting, and the  
14 ability to work together in harmony even when  
15 there's honest disagreement, and for personal peace  
16 in their lives and joy in their tasks. I pray for  
17 the agenda set before them today. Please give an  
18 assurance of what would please You and what would  
19 benefit those who live and work in and around the  
20 Central Florida Tourism District. It is in Your  
21 most blessed name I pray. Amen.

22 ALL: Amen.

23 MR. GARCIA: Bishop, thank you very much for  
24 the blessings and those beautiful and eloquent  
25 words. Thank you. And now let's honor this great



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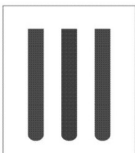
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1 country with the pledge of allegiance. Please  
2 stand.

3 ALL: I pledge allegiance to the flag of the  
4 United States of America and to the Republic for  
5 which it stands, one nation under God, indivisible,  
6 with liberty and justice for all.

7 MR. GARCIA: Okay. Let's have a brief safety  
8 instruction for our new room.

9 MR. COLBURN: Thank you, Mr. Chair. Members of  
10 the board, Mr. Gilzean, and to all of our guests and  
11 visitors, we'd like to start the meeting the way we  
12 do every board meeting and every meeting in the  
13 district, and share some important safety  
14 information with you. Our build -- this room is a  
15 little bit different if you've never been in this  
16 building before. There are two exits that you can  
17 use in the event of an evacuation, the front door  
18 and where you entered from here on my right hand  
19 side. On the left hand side, also, there is an exit  
20 that will lead you to a door that exits from the  
21 rear of the building. So please be aware that those  
22 two exits are available for you if needed. Along the  
23 way you may encounter a fire extinguisher or a fire  
24 alarm pull station. If the need calls for it and  
25 you're comfortable doing so, please use those. We



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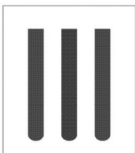
1 do have a first aid kit and an AED at the security  
2 desk if those become necessary as well. Thank you  
3 very much and enjoy the meeting.

4 MR. GARCIA: Thank you. And now public  
5 comments, and looks like we have two, and one's  
6 going to defer their time. Number one, please come  
7 up. And I believe, are you deferring to the next  
8 speaker?

9 UNIDENTIFIED SPEAKER 1: Yes, Mr. Chair. I  
10 defer my time to President John Shirey.

11 MR. GARCIA: Okay. Thank you. John, your turn.

12 MR. SHIREY: Good morning, everyone. My name  
13 is John Shirey. I'm here representing the Reedy  
14 Creek Professional Firefighters. I wanted to  
15 apologize for some of you guys that have probably  
16 heard some of the things I'm going to say, but if  
17 you'll bear with me, there is a point to repeating  
18 some of these things. So I wanted to give a quick  
19 update on the issues surrounding our long expired  
20 contract with the district and kind of keep  
21 everybody up to date on where we are in the process.  
22 As you've probably seen in the media, it's been  
23 reported all over the place, my membership took this  
24 tentative agreement to a vote last week, and  
25 overwhelmingly approved of the agreement. You know,



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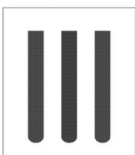
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1 I kind of wanted to just talk about the significance  
2 of that, and to do so we kind of have to go through  
3 the history. And so towards the end of 2018, our  
4 previous contract with the district was getting  
5 ready to expire. So we began the process of  
6 negotiating, much like what we've done with our  
7 newer board here. And after four long years of  
8 negotiating in good faith, in December of 2022, we  
9 had kind of hit a wall, and we had declared impasse,  
10 and we were preparing to go before a special  
11 magistrate to try to have an impartial hearing on  
12 the issues that are out -- that were still  
13 outstanding. I think it's important to note that as  
14 of December of 2022, we did not have one single  
15 article out of our contract that was tentatively  
16 agreed upon, and that's after four years. And so  
17 why is that important? In -- or I'm sorry, in  
18 February of 2023, Governor DeSantis, alongside the  
19 state legislature, created the Central Florida  
20 Tourism Oversight District and appointed this new  
21 board of supervisors. The governor has undoubtedly  
22 already proven himself to be an amazing leader, but  
23 he also has this uncanny ability to identify and  
24 surround himself with other strong leaders. And I  
25 think that that was put on full display by the

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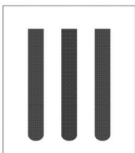
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1 choices that are here before you as board members.  
2 Each of them are highly regarded as experts in their  
3 prospective [sic] fields. So one of the things is  
4 that almost overnight, a change occurred that we  
5 have never in the history of the Reedy Creek  
6 Professional Firefighters experienced, and that was  
7 transparency, open dialogue, you know, the ability  
8 to actually sit down and have our issues heard and  
9 actually listened to. And not every single issue  
10 that we brought forward were we given, you know,  
11 they didn't give us our way on every single thing,  
12 but there was a lot of things where if we had an  
13 issue, they came up with a very agreeable compromise  
14 that both sides could live with. So first and  
15 foremost, you know, I want to applaud you guys for  
16 that. You guys' hand on approach to running this  
17 district, not just dealing with the firefighters,  
18 but the district as a whole as well as the very  
19 clear direction and communication that you've given  
20 to the administration, it's just been truly  
21 something we've never seen before. And then, you  
22 know, I think you've been able to build bridges that  
23 were once burned, you know, and long -- a long  
24 history of those burned bridges. And in a short  
25 span of time, you guys have been able to start

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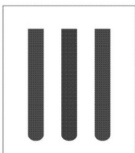
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1       repairing those things. And I think that can only  
2       do well for the district as a whole. The media, when  
3       you guys were appointed, highly critical of you  
4       guys. I mean, in truth, you know, I don't think you  
5       guys are any strangers to that, but what I've seen  
6       in this short time is that narrative is starting to  
7       change. I'm seeing a lot of very, very positive  
8       media coverage. And I think that is solely due to  
9       the hard work that you guys have put in, your  
10      dedication to transparency, and just doing the right  
11      thing. I think this board has also showcased their  
12      ability to surround themselves with strong  
13      leadership. With the hiring of district -- excuse  
14      me, Administrator Glen Gilzean. Although his tenure  
15      with the district to date has been short, in that  
16      time I have personally witnessed the morale within  
17      the district's workforce dramatically improve.  
18      Glen, your open door policy and your outside of the  
19      box approach to solving problems while maintaining a  
20      people first approach has been a breath of fresh  
21      air. I look forward to the many great things to  
22      come in the coming years from you as well as from  
23      this board. And the last thing I wanted to say was  
24      just a quick thank you to my members that took the  
25      time to vote and have their voices heard. We've

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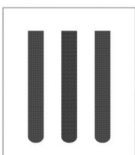
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1        been working under this expired contract for four-  
2        and-a-half years. These men and women have provided  
3        world-class service throughout that entire time, and  
4        previously, of course as well. Day and night, if  
5        something goes wrong within the boundaries of the  
6        district, they're there to answer that call, they  
7        jump into action, repeatedly put the good of others  
8        ahead of themselves. They've worked through the  
9        years of a declared pandemic, threats of layoffs,  
10       dealing with equipment and personnel shortages.  
11       These men and women never stop showing up. So they  
12       have come out, they've supported you guys. We are  
13       eternally grateful for the governor, the state  
14       legislature for coming and making these changes,  
15       putting you guys into place to make these positive  
16       changes. So I just wanted to personally tell you,  
17       thank you very much. We look forward to the years  
18       to come, and that's it. Thank you.

19                MR. GARCIA: Well, thank you for your comments  
20       and thank you for your service to the district. And  
21       next, number two, Ms. McDonald?

22                MS. MCDONALD: Good morning. Lovely to see  
23       you-all again. I wanted to thank you again for  
24       allowing public comments for the public to express  
25       their questions and concerns. I also wanted to



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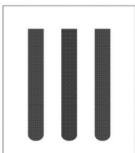
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1       thank the pastor, if he's still in here, I guess for  
2       the invocation. I think opening with prayer is a  
3       lovely way to start a meeting, it reminds us all to  
4       really look at what we are trying to accomplish, to  
5       look at the wisdom, to set the tone for working  
6       together. We are all new to this. It's all changed  
7       for you, for all of us, for everyone in the  
8       surrounding communities and counties, it's all new  
9       to us. And I speak for myself and for some members  
10      of my community to say that we of course want to  
11      extend the olive branch to work together. I know  
12      we're just citizens and representatives and really  
13      nobody, but we do love our community. We love our  
14      area. And this is again, an atmosphere of  
15      uncertainty. I just ask that you consider and  
16      continue to encompass your surrounding areas. I  
17      know the first meeting you spoke to, that you would  
18      reach out to the other areas. I haven't felt that  
19      outreach yet. I may have missed it, but as far as  
20      our county goes, I know most of the county leaders  
21      and I don't know that anyone's been contacted, but I  
22      hope that that will ensue, and that you-all will  
23      embrace that. I think we consider a lot of us that  
24      are in the Central Florida area kind of ambassadors  
25      of good service, of reaching out, of tourism. I

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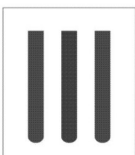
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1 don't think there's a day that it goes by that  
2 someone doesn't stop and say, "Which way is this?  
3 Which way is that? How do you get to Universal?  
4 How do you get to Disney?" I mean, we're all  
5 familiar with that. But that is also an area we  
6 chose to surround ourself with, is to be welcoming.  
7 And my concern, I guess, addressed today is I feel  
8 -- and again, I speak for myself, that we don't feel  
9 a lot of the welcoming. There's again a lot of the  
10 uncertainty, what's going to happen? As you know,  
11 Governor Ron DeSantis is announcing his bid for  
12 presidency today with a motto, "I never back down."  
13 That to me does not say compromise, it doesn't say  
14 reaching across the aisle. It's a concern. I'm not  
15 sure that that's where the Americans want to be  
16 right now. Most of my friends are in the middle. I  
17 think when you come across with something, you know,  
18 I never back down, you come across saying, well,  
19 "I'm right, this is the way it's going to be." And  
20 I had hoped that there would be more of a meet in  
21 the middle attitude. Anyway, I just want to say, I  
22 hope you consider to look at your surrounding  
23 communities and what this is really doing to a lot  
24 of the residents in the area. There's a lot of fear.  
25 I'll just say it, there's a lot of fear. There's

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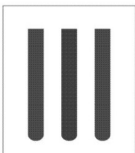
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1 people that are considering moving their homes. Well  
2 established people. These are not just, "I rent, and  
3 I don't know where I'm going to go next month."  
4 These are well- established community members. So I  
5 thank you for keeping that open.

6 MR. GARCIA: Well, thank you for your comments.  
7 And you said you are just a citizen, and you're not  
8 just as a citizen, you're our citizen, and we are  
9 here to serve you, and we will serve you. And in  
10 terms of being responsive to our citizens, one of  
11 the criteria that this board took into serious  
12 consideration in naming our new leader is somebody  
13 from your area. Our new leader is -- lived here for  
14 seven years. He was president of the Urban League.  
15 And he does know all of the elected officials, is  
16 well connected with them. And I'm just going to let  
17 him tell you a little bit of what he has already  
18 done in reaching out to the two counties and to  
19 other constituents here in the district. Glen, tell  
20 her a little bit about what you've already done on  
21 that score.

22 MR. GILZEAN: There we go. Mr. Chairman, thank  
23 you. And you're correct. We have met with local  
24 elected officials, both in Orange and Osceola  
25 County. We have spent a considerable amount of time



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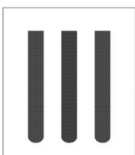
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1 not only with our neighbors, but also with the  
2 staff. And you're actually stealing my talking  
3 points from my managerial minute, so when I get to  
4 my part, I'm just going to say, "I said it already."  
5 But no, but to your point, we heard you loud and  
6 clear, you're a constituent, we want to make sure  
7 that we're good neighbors as I mentioned in my  
8 opening remarks a couple weeks ago. And yes, I'm  
9 looking forward to not only sharing that with you,  
10 but also with the community at large. But we have  
11 scheduled some time with the hotel association, Jay  
12 Leonard (phonetic), who's in the back, we've had a  
13 great time to sit down with him to hear from the  
14 actual constituents here and the needs are, and then  
15 be able to put together a roadmap going forward.

16 MR. GARCIA: And what I'll tell you, when we  
17 met with the manager of Osceola County, the first  
18 thing that Glen said in the meeting was, "We're your  
19 neighbors, and how can we be a better neighbor?"  
20 And so that is a big goal of this board and of the  
21 district. And I think you will see that. And we  
22 have an open door policy, too. And so if you've got  
23 ideas, we want to hear from you. Good. Well, thank  
24 you for your comments again. Next is the consent  
25 agenda, and we've got two sets of minutes. And what

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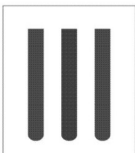
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1 I'd like to do is I'd like to pull those from the  
2 consent agenda. And because of the meetings that  
3 those two minutes cover, I -- I'd like to get a  
4 verbatim. And so what I've asked is Glen to provide  
5 a verbatim. Those will be part of our next meeting,  
6 and they'll be on the -- on the consent agenda for  
7 then. Next on informational items, they speak for  
8 themselves, I don't think there's any presentation  
9 with respect to them. So we'll move on to reports,  
10 Management Report first.

11 MR. GILZEAN: First off, thank you. This is my  
12 first meeting, members of the board. Thank you for  
13 the opportunity to serve. I also wanted to say  
14 thank you to the bishop. One of the things I  
15 mentioned is that I want to be a better neighbor,  
16 inclusive, and I felt it was important to find a  
17 distinguished faith leader from the region. And  
18 actually he's a nationally known faith leader, but  
19 we're blessed that he's here in our region. I'm  
20 honored that you were here to actually provide the  
21 invocation to my first meeting, so thank you so  
22 much. Second thing I wanted to just quickly  
23 highlight, I have -- it's been an amazing time with  
24 the staff. We have some amazing individuals who are  
25 professionals, who are dedicated to seeing this



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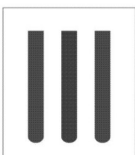
1 district operate and run efficiently and  
2 effectively. And I'm just excited to call them my  
3 colleagues and be able to work together. So that's  
4 really good. I also spent some time with John  
5 Shirey and his leadership and the things that he's  
6 doing. So I want to give credit where credit is due  
7 and looking forward to continuing that dialogue,  
8 sir. Next thing I just want to quickly highlight in  
9 our next board meeting, members of the board, I  
10 would like to share a 30-60-90 day plan, strategic  
11 plan that we will be going in, I'm going to take a  
12 lot of feedback from the community, from our  
13 constituents. One of the ideas that I heard was  
14 developing more advisory boards. So I'm looking  
15 forward to coming to the board with descriptions of  
16 how those advisory boards will work. And ex -- and  
17 other great ideas, so that way this -- we are a good  
18 neighbor. And with that said, that concludes my  
19 Managerial Report.

20 MR. GARCIA: Thank you. Mr. Langley, do you  
21 have --

22 MR. GILZEAN: Oh, I'm sorry.

23 MR. GARCIA: Yes.

24 MR. GILZEAN: There was two other -- apologize,  
25 Mr. Chairman.



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1 MR. GARCIA: Sure.

2 MR. GILZEAN: There are two agenda items that  
3 we need to do as one. We need to move the June  
4 meeting up. I think it's scheduled for June the  
5 28th, and we would like board action to move that to  
6 June the 21st.

7 MR. GARCIA: Is there a motion?

8 MR. AUNGST: Mr. Chair, I've just -- I will be  
9 out of town on June 21st, out of the state.

10 MR. GARCIA: Okay.

11 MR. AUNGST: I could probably attend via Zoom.

12 MR. GARCIA: Okay.

13 MR. AUNGST: But I will be out of state, so I  
14 may or may not be available for that date.

15 MR. GARCIA: So any of my other board members  
16 have a comment on that date?

17 MS. ZIEGLER: No, I move to approve a board  
18 meeting for June 21, 2023, at 9:30.

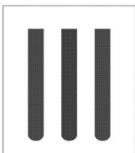
19 MR. PERI: I will second that.

20 MR. GARCIA: Okay. And Brian, you think you  
21 can make it?

22 MR. AUNGST: I will do whatever I can to be  
23 here, at least virtually. I will --

24 MR. GARCIA: Okay.

25 MR. AUNGST: -- not be in the state of Florida



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1 on that day, so.

2 MR. GARCIA: Okay. And can the rest of us?

3 MS. ZIEGLER: I'll be -- I'll be present --

4 MR. GARCIA: Okay. And that works for you?

5 MR. AUNGST: Yes, sir.

6 MR. GARCIA: Okay. So I've got a motion, a  
7 second, any discussion?

8 MS. ZIEGLER: Just clarification from Counsel,  
9 do we need to pull, are we -- are we -- are we  
10 removing another -- are we adding or are we  
11 removing?

12 MR. LANGLEY: We're substituting. We're  
13 removing the June 28th meeting and doing the -- do  
14 it on June 21st instead.

15 MS. ZIEGLER: So just for clarification for the  
16 record, so I -- the motion to add that we're doing  
17 -- we're moving to add the June 21st meeting for  
18 9:30, and removing the June 28th meeting?

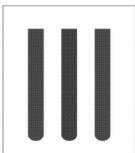
19 MR. LANGLEY: Correct.

20 MR. GARCIA: Does that -- does your second  
21 include that, Ron?

22 MR. PERI: Yes.

23 MR. GARCIA: Okay. Any discussion? All in favor  
24 say aye.

25 MS. ZIEGLER: Aye.



1 MR. LANGLEY: Aye.

2 MR. GARCIA: Any opposed? Passes unanimously.

3 Anything else, Glen?

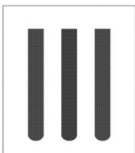
4 MR. GILZEAN: No.

5 MR. GARCIA: Okay. Mr. Langley, do you have a  
6 report?

7 MR. LANGLEY: No report today.

8 MR. GARCIA: Thank you. And then the Pollution  
9 Control Board, we have a report? Yes, sir. Thank  
10 you.

11 UNIDENTIFIED SPEAKER 2: Good morning. I've  
12 been asked to give you guys a brief overview of the  
13 Pollution Control Board, and let you know kind of  
14 who they are and what they do. The board was first  
15 created in 1970, which I will note predates the  
16 Clean Water Act. So we were ahead of the game on  
17 that. The board is a five member board, created in  
18 our agreement with the state of Florida to run a  
19 local pollution control program, and they act as an  
20 advisory board. So we meet with the board, try to  
21 meet twice a year. We provide information to the  
22 board on our environmental activities on any issues  
23 that we might have and our successes. We also  
24 provide information on the operation of the water  
25 and wastewater treatment facilities, and that board



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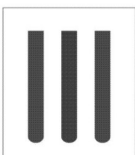
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1 gives us feedback on anything that they see they  
2 might want to advise us to do differently or to look  
3 at or think -- other areas to explore. So pretty  
4 much that sums it up. I know it's a very short  
5 presentation, but that's it. We meet with the  
6 board, they give us advice on our environmental  
7 program. It runs very well. And the board has been  
8 in existence since 1970. And you have a member  
9 coming up to reappoint, and that will be at your  
10 next meeting. That's Kermit Prime (phonetic). He is  
11 our longest serving board member. He's been on the  
12 board since I believe sometime in the late 70s.  
13 However, I want to point out that his long-term  
14 exposure to our operations within the district give  
15 him a unique historical perspective that he does  
16 bring to the meetings, and we consider him very  
17 important. He's a water -- wastewater engineer, and  
18 he brings a lot of knowledge to our group on  
19 different ways we work within the water and  
20 wastewater community and how it affects the  
21 environment. Do we have any questions?

22 MR. GARCIA: Any questions from our fellow  
23 board members? So one I have -- oh, yes.

24 MR. LANGLEY: I just wanted a clarification. So  
25 as I understand, the -- this board only appoints one



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1 member to --

2 UNIDENTIFIED SPEAKER 2: That is correct. Of --  
3 the way the original agreement was set up with the  
4 state, it's between the two cities and the district  
5 and the state. Each city appoints two of the  
6 members, and this board appoints one, which is  
7 Kermit Prime.

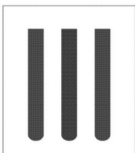
8 MR. LANGLEY: Okay. Thank you.

9 MR. GARCIA: Okay. Any other comments or  
10 questions?

11 MR. LANGLEY: Thank you.

12 MR. GARCIA: Thank you for your report. There's  
13 no new business items or unfinished business items,  
14 and so at this time, we will go into a shade  
15 meeting, and that's an attorney-client communication  
16 meeting that the board will have with their lawyers.  
17 And after that's concluded, we'll return here and  
18 adjourn. So let's recess at this time.

19 (MEETING CONCLUDED)  
20  
21  
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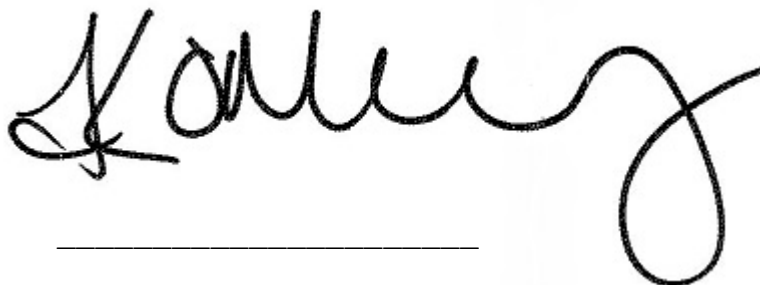
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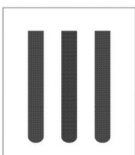
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18  
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# Central Florida Tourism Oversight District

## Board of Supervisors

### Agenda Item 6.4

Page 1 of 1

<b>Meeting Date</b>	
July 26, 2023	
<b>Agenda Item Name</b>	
June 21, 2023 Meeting Minutes	
<b>Requested Action</b>	
Approval of the Meeting Minutes of the June 21, 2023 Board of Supervisors Meeting	
<b>Staff Report</b>	
None	
<b>Additional Analysis</b>	
None	
<b>Fiscal Impact Summary</b>	
None	
<b>Exhibits Attached</b>	
1. June 21, 2023 Transcribed Meeting Minutes	

1 CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

2 BOARD OF SUPERVISORS MEETING

3 \_\_\_\_\_/

4 PUBLIC MEETING BEFORE THE CENTRAL FLORIDA TOURISM

5 OVERSIGHT DISTRICT BOARD OF SUPERVISORS

6 DATE: JUNE 21, 2023

7 REPORTER: LANNA GODFREY

8 PLACE: RCID ADMINISTRATION BUILDING

9 1900 HOTEL PLAZA BOULEVARD

10 LAKE BUENA VISTA, FLORIDA 32830

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## APPEARANCES

ON BEHALF OF WALT DISNEY WORLD:

Ian T. Johnson, Esquire

Losey PLLC

1420 Edgewater Drive

Orlando, Florida 32804

Telephone No.: (440) 714-4966

E-mail: [ijohnson@losey.law](mailto:ijohnson@losey.law)

Also Present:

Board Members: Martin Garcia, chairman; Michael Sasso,

Vice chairman; Brian Aungst, Junior; Ron Peri; Bridget

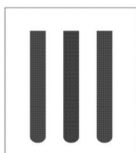
Ziegler; Daniel Langley; Glen Gilzean; Charbel Barakat

Debbie McDonald, resident; Eddie Fernandez, safety;

Richard LePere, Chief of Reedy Creek Firefighters; Dr.

Jeff Goltz, Executive Dean Valencia; Dave Giordano,

Valencia; Kyra Smeller; Bruce Jones



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## EXHIBITS

(None Marked)



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## STIPULATION

The public meeting before the Central Florida Tourism Oversight District Board of Supervisors taken at RCID Administration Building, 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida 32830 on Wednesday the 21st day of June 2023 at approximately 9:29 a.m.; said public meeting was taken pursuant to the Florida Rules of Civil Procedure.



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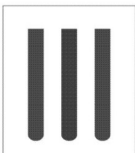
## 1 PROCEEDINGS

2 MR. GARCIA: Let's call the meeting to order.

3 Good morning. Welcome to you all. Thank you for  
4 being here. Thank you for your interest in the work  
5 of this board and thank you for your interest in the  
6 district. We'll start with the invocation, and I'll  
7 turn it over to our capable leader, Mr. Gilzean.

8 MR. GILZEAN: Thank you. Thank you. I'd like  
9 to bring up Pastor Peter Valdie (phonetic).  
10 Testing. Ah, there we go. So I'd like to bring up  
11 -- I have a heartfelt gratitude for my friend,  
12 Pastor Peter Valdie of First Orlando. He's a  
13 cherished member of the Central Florida community  
14 since 1978. Through his career, Peter has  
15 wholeheartedly dedicated his life to the faith-based  
16 community and with over 30 years of contribution  
17 beyond his professional endeavors. He served on a  
18 number of board and acted as a vital link within our  
19 Hispanic community here. He had -- in addition to  
20 that he has his own radio show on iHeart Radio with  
21 several years on the airwaves and doing some amazing  
22 work here in Orlando, Tampa, and Jacksonville. With  
23 that said, Pastor Peter, please come on up.

24 MR. VALDIE: (phone rings) That was a great  
25 sound effect for me to come up. That was. First of

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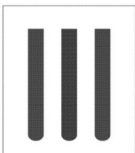
1 all, I'd like to thank the board for the invitation  
2 and the opportunity to come and just do the  
3 invocation. And it's in these trying times, much  
4 necessary prayer is needed. Let us pray. Father,  
5 we thank you this morning first of all, for waking  
6 us up and allowing us to be here. In the midst of  
7 the storms outside that we physically feel, there  
8 are many storms also happening within ourselves.  
9 And I just pray that you would give this board  
10 direction, that you would lead them to make the  
11 right decisions for our community as a whole. And I  
12 pray that every word that is said be gratifying to  
13 you, and that together we will make a difference for  
14 Reedy Creek, for Central Florida, and for the State  
15 of Florida. We pray all these things in Jesu's  
16 name. Amen.

17 ALL: Amen.

18 MR. GARCIA: Pastor, thank you for those  
19 blessings. And now let's honor this great nation  
20 with the Pledge of Allegiance. Please stand.

21 ALL: I pledge allegiance to the flag of the  
22 United States of America, and to the republic for  
23 which it stands, one nation under God, indivisible  
24 with liberty and justice for all.

25 MR. GARCIA: Okay. The safety procedure,



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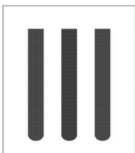
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1 please.

2 MR. FERNANDEZ: Good morning. Thank you, Mr.  
3 Chairman, and members of the board, and to our  
4 guests and visitors, we'd like to start the meeting  
5 the way we normally do with some safety  
6 announcements for everyone. And I'd like to ask the  
7 board, please, to pardon my turning my back to you  
8 as I address everyone in the audience. So in the  
9 event of an evacuation, we ask that you exit through  
10 the doors either on your right or on your left  
11 through the front of the building where you enter.  
12 There's also an exit on the rear of the building if  
13 you follow the exit signs through this door. In the  
14 event of first aid or AED, we have both of those if  
15 those are necessary at the security desk in the  
16 front. And if you do make your way out to the  
17 parking lot, our employees will be wearing a safety  
18 vest. A couple of employees will be charged with  
19 wearing a safety vest and be at the ends of the  
20 parking lot. Please make your way to those areas so  
21 that we can account for everyone who is in the  
22 building. Thank you very much and enjoy the  
23 meeting.

24 MR. GARCIA: Thank you. And before we get to  
25 public comments, I want to welcome our new director,



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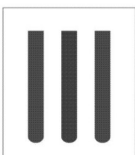
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1 Charbel Barakat. I've known and worked with Charbel  
2 for many years, and what I can tell you about him is  
3 that he's smart as a whip, very capable lawyer, very  
4 successful businessman, and has an extensive  
5 background in public finance and real estate  
6 development, which will bring a very important  
7 dimension to this board and the work that we will be  
8 doing. And he will help the rest of the board in  
9 our mission when our mission is to institute new and  
10 better governance practices, to create more  
11 financial transparency, and to evaluate new urban  
12 planning strategies and opportunities for the  
13 district, and most importantly, to promote more  
14 prosperity for more people within the district and  
15 outside of the district. So Charbel, welcome.  
16 We're all looking forward to working with you, sir.

17 MR. BARAKAT: Thank you, Mr. Chair, for that  
18 -- that kind of intro. I appreciate it.

19 MR. GARCIA: Yes, sir. And now, public  
20 comments. We have one from Debbie McDonald.  
21 Welcome back. And just remind us if you're here in  
22 a representative capacity, if you represent anybody.  
23 If not, if you're here individually, that's  
24 wonderful too.

25 MS. MCDONALD: Just here individually. Thank



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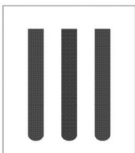
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1 you again. Nice to see you, gentlemen, and welcome,  
2 sir. I was losing people. I'm sorry? Press the  
3 button? Okay. That's better. Thank you very much.  
4 I just returned from a trip to New York City, and  
5 interestingly enough, I did my chatter. On the  
6 plane, I talked to everyone around me and people, as  
7 I'm going through the city, and asked about 100  
8 people what they thought was going on here, what  
9 they felt about Disney, and Central Florida, and the  
10 recent changes we've had here with the district.  
11 And I guess it was quite -- I shouldn't have been  
12 surprised or shocked. But I was quite surprised.  
13 The majority of what I was hearing is as you know,  
14 we're, of course, a tourism area. This is what  
15 we're all about. We come here, people that stay  
16 here are in some way are either connected or people  
17 in this tourism industry. And what I heard from  
18 those people is they didn't want to come to Florida  
19 anymore. They didn't want to come to Central Florida  
20 particularly anymore. Miami maybe was fine or  
21 Naples, but they didn't feel welcome. This was from  
22 people of all types, people with just friends and  
23 their family, or maybe they had someone that they  
24 just didn't feel that they were welcome. That's  
25 very disturbing to me. We have a -- what I feel is

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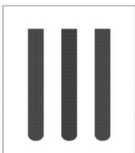
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1 a tremendous example of an inclusive, warm, well-run  
2 corporation, The Walt Disney Company. And we have a  
3 government coming in to take control, which is just  
4 what my perception is. I met with Glen because I  
5 told him some of my concerns about my area, Osceola  
6 County where I live, where our concerns are more  
7 about our education, the homeless, our -- our daily  
8 lives that we go about, and we are being affected.  
9 We are being affected. When friends aren't coming  
10 and when people I just meet complete strangers on  
11 the street, don't feel welcome to come here anymore,  
12 it's -- it's hurting the attendance numbers. I  
13 don't know what those are. They don't release them,  
14 but I'm sure you-all can find out. But I do know  
15 from our local businesspeople, our local hoteliers,  
16 hotel operators that they're already feeling the  
17 number change. So while you're going about whatever  
18 it is you're doing, in my opinion, to launch the  
19 presidential campaign of Governor DeSantis, we are  
20 being hurt. So in our effort to help the area and  
21 to bring more to the area, I'm just a mom. I'm just  
22 a family person that lives in this area. This is my  
23 home. And I plead for you again to take a deeply  
24 look at what you're doing, why you're doing it, and  
25 consider, again, diplomacy. Talking to the other

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1 party, being Disney, and Governor DeSantis, and  
2 sitting down on the table because diplomacy is hard.  
3 I know he's one that -- his mottos he doesn't want  
4 to back down. But it's time to sit down at the  
5 table. Diplomacy is hard. You have to keep doing  
6 it, but eventually, it works. And I really hope that  
7 we can reach that point because whatever is going on  
8 here isn't working. Thank you.

9 MR. GARCIA: Thank you for your comments. And  
10 by the way, you're not just a mom. I mean, moms are  
11 the most important people in the world, and so  
12 congratulations for being a mom, and thank you again  
13 for your public comments. Next, the consent agenda.  
14 Is there a motion that we approve the consent  
15 agenda?

16 MR. PERI: So moved.

17 MR. GARCIA: Is there a second?

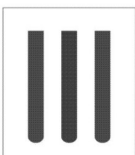
18 MR. BARAKAT: I'll second.

19 MR. GARCIA: Any discussion? All in favor,  
20 please indicate by saying aye.

21 ALL: Aye.

22 MR. GARCIA: Any opposed? Motion passes  
23 unanimously. Reports. Our capable leader, Mr.  
24 Gilzean, do you have a report, sir?

25 MR. GILZEAN: I do. I do. And thank you for



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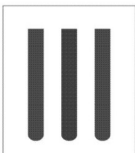
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1 passing the proclamation. I'll start off with the  
2 first slide, which is Ms. Kyra Smeller who is  
3 retiring. I'd like to announce the upcoming  
4 retirement of our valued member of our organization,  
5 Battalion Chief of Fire Prevention Ms. Kyra Smeller.  
6 After 33 exceptional years of dedicated service,  
7 Kyra has dedicated and decided to embark in a new  
8 chapter in her life. And I just want to take a  
9 moment to celebrate that awesome career of hers. Her  
10 unwavering commitment to fire safety and prevention  
11 has made a profound impact on our district and our  
12 community. Throughout her tenure, she has  
13 consistently demonstrated outstanding leadership,  
14 expertise, and excel at data analysis. As we bid  
15 farewell, we would also like to celebrate the  
16 incredible achievement she's made throughout her  
17 tenure. We'd like to express our deepest gratitude  
18 for her dedication, passion, and immense impact she  
19 has made on our organization and within our  
20 district. Please extend a warm welcome to Ms. Kyra  
21 as she get ready to start her new chapter. Ms.  
22 Kyra, where are you? Come on up. We have a nice  
23 little proclamation and award for you. Would you  
24 like to say a few words before the award is  
25 received?

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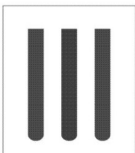
1 MS. SMELLER: Oh, I guess just that I was lucky  
2 enough to work here for all these years. I've been  
3 here through every chief except for the first one.  
4 And it's a great place to work. I mean, I wouldn't  
5 change anything about it. I've work with most --  
6 most everybody in here that is a Reedy Creek  
7 employee, and we've had great working relationships,  
8 no matter whether I was a hourly or a manager. We  
9 were well taken care of, so that's all I got to say.

10 MR. GILZEAN: Awesome. Thank you. So we -- on  
11 behalf of the board and the board chairman, again,  
12 thank you for your dedication. Thank you. Do you  
13 guys want to steal those photo, is that okay? Can I  
14 get you to do a quick photo? And we'll -- where  
15 would you like us to stand?

16 MS. SMELLER: Right there.

17 MR. GILZEAN: Right here. Okay. So Board  
18 Members, get used to this. We're going to do this.  
19 Give you your award.

20 UNIDENTIFIED FEMALE 1: I can have you move  
21 over. I want to scoot over a little bit lighting.  
22 We're going to take a step that way. Get a little  
23 closer to Martin. Kind of bossy. Try to make it  
24 look good. Well, you look fabulous. Okay. Great.  
25 Can I get one of the chief too? Is that okay?



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1 UNIDENTIFIED FEMALE 2: Yes, please.

2 MR. GILZEAN: Oh, yeah.

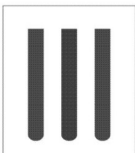
3 MR. GARCIA: Can I be with the chief, too?

4 MR. GILZEAN: Yeah.

5 MR. LEPERE: She was my supervisor when I first  
6 came to work.

7 UNIDENTIFIED FEMALE 1: One, two, three. One  
8 more. All right. Great.

9 MR. GILZEAN: Thank you. All right, that's one  
10 down. Got one more to go. I would also like to  
11 announce the retirement of Bruce Jones, our esteemed  
12 director of procurement at the district. After an  
13 incredible journey spanning over 20 years in our  
14 organization, Bruce has also decided to move on to  
15 something fun and exciting in the new chapter.  
16 Bruce's unwavering dedication, exceptional  
17 leadership, and extensive experience have been an  
18 invaluable asset to our team and the company as a  
19 whole. His remarkable contribution, and growth, and  
20 success of our procurement department is  
21 immeasurable. Over the past two decades, Bruce has  
22 consistently demonstrated his expertise, integrity,  
23 and unwavering commitment to excellence. Prior to  
24 joining the district, Bruce spent 13 years as a  
25 principal contractor at the Walt Disney Engin- --



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1 Imagineering where he honed his skills and  
2 established a strong foundation in procurement. His  
3 vast knowledge and attention to detail and strategic  
4 thinking have played a significant role in  
5 achievement and the number of milestones and  
6 successful project throughout his tenure. Please  
7 also join me in expressing our sincere appreciation  
8 to Bruce for his exceptional contribution to the  
9 district and our procurement department.

10 MR. JONES: Thank you so very much.

11 MR. GILZEAN: And then can we do the pictures?  
12 All right, there we go.

13 UNIDENTIFIED FEMALE 1: All right. Thank you.  
14 One, two, three.

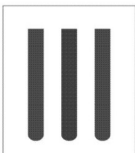
15 MR. GILZEAN: We're good? All right. Thank  
16 you so much. Congratulations. You have a couple of  
17 words you want to say?

18 MR. JONES: Yeah, just a couple.

19 MR. GILZEAN: Go to the podium.

20 MR. JONES: Okay. All right. Sorry about my  
21 back to you. Eddie taught me that. Thank you. To  
22 all --

23 MR. JONES: Push the button. I thought I did.  
24 Thank you to everyone here that I've worked so  
25 closely with over the years. I recognize a lot of



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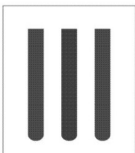
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1 your faces here. And, you know, over a period of,  
2 well, 20 years and six months, I think it'll be by  
3 about the end of this month when I retire, you do  
4 interact with a whole lot of people at a very  
5 professional level. Everyone here is just so  
6 professional in how they perform their jobs. I -- I  
7 -- I can't imagine working for a more professional  
8 organization. It's been a pleasure, and it's been an  
9 adventure. You know, as Mr. Gilzean mentioned, I  
10 started with Walt Disney Imagineering back in 1990,  
11 and got a tremendous amount of experience in project  
12 delivery, which prepared me well for the roles that  
13 I've had here at Reedy Creek Improvement District.  
14 So you know, that's it. I want to say thank you to  
15 some people in particular, though, I would be remiss  
16 in not doing so. Every single director here I've  
17 worked very closely with, thank you. Mr. Classe,  
18 thank you, sir. Tremendous mentor and a classy guy.  
19 Fits his last name very, very well. You know, he  
20 taught me grace and I think patience, right? So  
21 with that, I think I'll say thank you again, and  
22 we're done. Okay.

23 MR. GILZEAN: All right. Okay. I recently had  
24 the pleasure of meeting Dr. Kathleen Plinske, the  
25 president of Valencia College, and her team to



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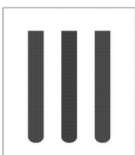
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1 explore exciting partnerships between Valencia  
2 College and the Central Florida Tourism Oversight  
3 District. This partnership aims to cultivate mutual  
4 growth and community development in key areas of  
5 focus, one internship and job shadow programs. We  
6 can offer them valuable hands-on experience within  
7 our organization. These programs will bridge the gap  
8 between the academic learning and real-life  
9 application while nurturing a pipeline of skilled  
10 professionals. Additionally, talent acquisition by  
11 collaborating with Valencia College will gain access  
12 to a pool of talented graduates who are well versed  
13 in our industry and understand our local context.  
14 This will also allow us to recruit individuals with  
15 the skills and knowledge needed for our  
16 organization's success. With that said, I would  
17 like to bring on Dr. Jeff Goltz, the Executive Dean  
18 of the School of Public Services and Legal Studies,  
19 and Dave Giordano, the Senior Director of Business  
20 in Adult Outreach Recruitment to speak more about  
21 this future partnership.

22 DR. GOLTZ: Thank you, Mr. Gilzean and Board.  
23 Thanks for having Valencia Pumas in the room this  
24 morning. We appreciate it. Valencia was founded in  
25 1967. We have ten locations in Orange and Osceola

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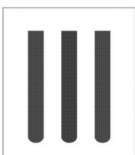
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1 County right now, and we are growing. Nearly one --  
2 some fun facts here, nearly one out of four UCF  
3 grads come from Valencia. So we are a big feeder  
4 into UCF. We have over 44 different degree programs  
5 at all the different levels, the associates of arts,  
6 associate of science up to the bachelor's degree  
7 programs, and we're growing those as well. We have  
8 over 100 certificate programs at the college. And  
9 we have a ever growing accelerated skills training  
10 area at the college, so we are sending students out  
11 into a lot of different industries in accelerated  
12 skills. We have two different types of insur- --  
13 internships. We have an exploration internship  
14 program that provides students with career  
15 exploration and activities for their educational  
16 plans, but then we have the traditional standard  
17 internship where we send students to -- to fine tune  
18 their skills in the industry, get hired in the  
19 industry, and they are spread all over Central  
20 Florida. Right now, Valencia is in the exercise of  
21 organizing all of our workforce programs into six  
22 different schools. We only have two or three right  
23 now. We're going to have six in the future, School  
24 of Arts and Entertainment, School of Business and  
25 Accounting, School of Computer Science, School of

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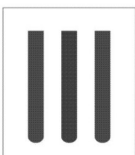
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1 Health Sciences, School of Hospitality, Tourism, and  
2 Culinary, and the School of Public Service and Legal  
3 Studies. Currently we're the School of Public  
4 Safety. I'm the executive dean there. So I want to  
5 give a shout out to Chief LePere. We have a very  
6 strong partnership with the chief and his team here  
7 at Reedy Creek. We serve over 3,700 law enforcement  
8 officers at the School of Public Safety, nearly  
9 3,000 firefighters from 12 different agencies to  
10 include Reedy Creek Fire. Just some quick-fire  
11 numbers, we have nearly 1,000 enrollments in  
12 advanced specialized fire at the School of Public  
13 Safety, and Chief LePere sends a lot of his  
14 firefighters to us for that. We have over 1,000  
15 enrollments in our fire science degree program. And  
16 what's unique about fire science, they have ten  
17 different -- different industry certifications that  
18 they articulate into our college credit degree  
19 program at the college. So they are exercising that  
20 option on a very regular basis where they can earn  
21 up to 20 -- over 20 credits in our degree program.  
22 And I just want to highlight one other quick  
23 program. We have a very comprehensive Public Safety  
24 Leadership Program in Central Florida at Valencia,  
25 and Reedy Creek Fire, the chief has sent 15

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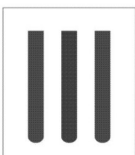
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1 employees over the years to that leadership program,  
2 and he is a huge supporter of that program. So we  
3 hope to continue that with the new chief. We are --  
4 it's very bittersweet. We have such a wonderful  
5 relationship with Chief LePere, but he's leaving,  
6 and we understand it's time for retirement. So  
7 thank you, Chief, for all your support at Valencia  
8 in the School of Public Safety. And before I turn  
9 it over to Dave, we're -- we're adding a another, we  
10 think, very contemporary program, a bachelor of  
11 applied science in public safety administration. So  
12 we can train our leaders in public safety to protect  
13 the millions of millions of tourists and residents  
14 here in Central Florida. And I tell everybody, when  
15 I get a chance to be at a -- public safety in  
16 Central Florida has to protect two to three Super  
17 Bowl crowds every day, so we take it very seriously  
18 at Valencia. And I'm going to turn it over to Dave  
19 to talk about partnerships and upscaling Valencia.

20 MR. GIORDANO: Good morning, and thanks again  
21 for having Valencia College here this morning. What  
22 I'm here really to talk about very quickly is about  
23 partnership. And so, what I do -- my name is Dave  
24 Giordano, and I'm the Senior Director for Outreach  
25 and Recruitment. And what I do is go out in the



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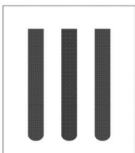
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1 community and connect our opportunities that we have  
2 at Valencia College to those that potentially would  
3 want those opportunities. And then once graduates  
4 graduate, they need positions. They need jobs.  
5 They need opportunities, right? So my job, again,  
6 is to connect them to those opportunities. So I  
7 have a staff of six people that go out in the  
8 community. You'll see us on nights. You'll see us  
9 on weekends. You'll see us all over the place. And  
10 I have a staff of three right now that will be  
11 growing. And that's a placement team. And what  
12 they do is directly connect organizations with  
13 graduates, and it can be any graduate that we have.  
14 We have 135 programs that are degree programs or  
15 certificates. So there's a lot of different  
16 graduates that are coming out of the college at all  
17 times. We have 19 accelerated skilled training  
18 programs, and those are trade skilled programs. So  
19 if you need welders, or you need people to do  
20 electrical powerline, electricians, heavy equipment  
21 operators, CNC machinists, those kinds of positions,  
22 even clinical medical assistants, we're having them  
23 graduate on a regular basis. So -- we have a  
24 language program as well, which has been very, very  
25 popular. We are connecting directly with

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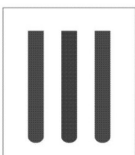
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1 organizations such as yours, and we want to do that,  
2 and anybody else that's here in the audience, we  
3 would love to connect as well. We will go right to  
4 the organization. We do that all the time. Matter  
5 of fact, I was at Disney and Amazon last week. We  
6 have over 5,000 people that have taken a program  
7 that are Disney cast members already that have  
8 started about five years ago, and Amazon made about  
9 3,000 associates that are now taking programs. So  
10 we go directly into those organizations, and they  
11 have a direct connect to us in terms of how they can  
12 pay for the programs. Our job is not to just  
13 graduate people from programs. Our job is to  
14 graduate, and then have them have opportunities in  
15 business, and that's what we want to do. So as  
16 you're looking at your needs, and you're looking at  
17 your growth, and it can be upscaling of current  
18 employees. It could be new employees that you're  
19 looking for opportunities. Think about Valencia  
20 College. I've had really great experience over the  
21 last five years in this position of partnering. I  
22 -- I go all in when I do it. So when you need  
23 something, reach out to Valencia, reach out to me.  
24 I'll be there for you. Any questions?

25 MR. GILZEAN: No, sir.



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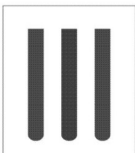
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1 MR. GIORDANO: All right.

2 MR. GILZEAN: Thank you.

3 MR. GIORDANO: It's also good to see Glen. We  
4 used to work together.

5 MR. GILZEAN: All right. The next thing on my  
6 -- in my report, Mr. Chairman and members of the  
7 board, is that the Central Florida Tourism Oversight  
8 District is super excited about hosting local high  
9 school students via CareerSource Summer Youth  
10 Program. This is a four-week summer program where  
11 students will receive a paid internship of \$15 an  
12 hour through CareerSource. These students are coming  
13 from NeoCity Academy High School in Osceola County,  
14 which is one of the top ten STEM high schools in the  
15 State of Florida. And we're excited about hosting  
16 these students come next month. Our colleague from  
17 CareerSource has sent us a note saying that they got  
18 caught up in traffic, and they won't be here. But  
19 we'll be excited about moving forward. And again,  
20 I'm excited about announcing this partnership. Next  
21 thing I have, next slide, is that we're kicking off  
22 -- in one of my remarks at the very beginning, I  
23 talked about how important it is to be a good  
24 neighbor. And as you can see, working with partners  
25 like Valencia College and CareerSource, I think the



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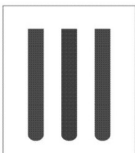
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1 other thing that we have to do is also buy local.  
2 The significance -- by prioritizing local  
3 businesses, we have an opportunity to make a  
4 positive impact in our community and ensure that our  
5 local businesses share as partners in our continued  
6 long-term success. For example, there's over 9,000  
7 vendors across all industries registered to do  
8 business in the State of Florida where their place  
9 of business is located right here in Orange and  
10 Osceola Counties, of which the numbers who are  
11 actually registered with the state as minority  
12 vendors, that number is 260. And something that's  
13 cl- -- that's near and dear to my heart is figuring  
14 out how can we support our veterans who go out  
15 there. So there's a total of 40 veteran businesses  
16 that are registered with the state. And I want to  
17 make that distinction. There are veteran owned  
18 businesses, but they may not be registered with the  
19 state, but the total number that is there is 40. So  
20 my goal is -- and it's sad that Bruce is leaving me  
21 as I get ready to kick this off, so he's probably  
22 happy, that's why he's chuckling over there. But  
23 our goal is to figure out how can we be a better  
24 neighbor and support our local vendors. Why is this  
25 important? Supporting local vendors stimulate our

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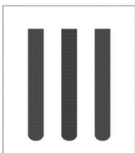
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1 local economy. Every purchase that's made with a  
2 local vendor directly contributes to creating and  
3 sustaining jobs while ensuring profit stays within  
4 our local economy. By investing in our community,  
5 we become vital partners not only to the business,  
6 but to the citizens who benefit from the investments  
7 staying here. Quality products and services, local  
8 vendors often take great pride in their work and are  
9 dedicated to providing exceptional products and  
10 services. By choosing local, we can ensure that  
11 we've seen a high quality good while meeting our  
12 standards and promoting the sense of trust and  
13 reliability. And lastly, is the personal  
14 relationships, when we buy local, we have an  
15 opportunity to build personal relationships with  
16 vendors. These relationships foster collaboration  
17 and deeper understanding with the district needs,  
18 leading to better outcome and tailored solutions.  
19 Local vendors often go the extra mile to meet the  
20 expectation and provide personal customer service.  
21 So we're really excited about this effort going  
22 forward. All right. Now, as you guys have seen  
23 with Ms. Erica Washington Perry (phonetic), she's  
24 really bossy, so she made sure that this social  
25 media slide was in here. No, I'm joking. But I'm

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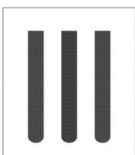
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1 really excited about this effort. This is something  
2 that's near and dear to her heart and mines as well.  
3 We're excited to announce the official launch of the  
4 Central Florida Tourism Oversight District's  
5 presence on Instagram and Facebook. We will invite  
6 you to join us click, sign on to, and like us, like  
7 our page as we get ready to kick off this awesome  
8 journey. This will allow you to get direct access  
9 to the latest news and announcements, will keep you  
10 informed and engaged. You'll get a behind the  
11 scenes, gain exclusive glimpse of our inner working  
12 as a district. We'll provide the behind-the-scenes  
13 contents, photos, videos, insights to a lot of the  
14 projects that we're doing on a day-to-day efforts.  
15 And lastly, you get to see some of the visual  
16 stories that are captured -- that we captured  
17 through videos and photos and bring to life a lot of  
18 the great things here. When I started, and I had an  
19 opportunity to learn firsthand members of the board,  
20 I was like, wow, does anybody know this? And the  
21 answer is no. So I said, okay, let's figure out how  
22 we can share our story. And we're really excited  
23 about that. Next item I have is thanks, Chief. As  
24 you heard, our friends Valencia stole the punch. I  
25 should have put them at the end, but it's okay.

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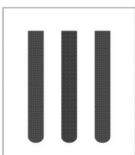
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1 After an illustrious career spanning over two  
2 decades, Chief LePere has announced his retirement  
3 from the Central Florida Tourism Oversight District  
4 effective August '23 -- August 2023. The chief has  
5 devoted his life to safeguarding millions of  
6 tourists who visit the district each year.  
7 Throughout his tenure, he has demonstrated  
8 exceptional leadership within our fire department  
9 starting in 1999 and assuming pivotal roles in  
10 operation and fire prevention. Serving as our chief  
11 for the past decade, the chief enhanced our  
12 emergency response capability, implemented  
13 innovative strategies, and prioritized the safety of  
14 our students -- of our citizens. Under his  
15 guidance, the district fire department have achieved  
16 remarkable milestones including significant  
17 reduction in response times and the integration of  
18 cutting-edge firefighting technology. Chief  
19 LePere's unwavering commitment to excellence and  
20 professionalism has gained the respect and -- and  
21 from his colleagues and communities at large.  
22 Throughout his tenure, the chief has faced a number  
23 of challenging and displays -- and displaying  
24 exceptional crisis management skills and setting a  
25 high standard for all firefighters to follow through

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1 his unwavering dedication and selflessness. Chief,  
2 we will deeply miss you and your leadership and your  
3 expertise, and we extend a heart field -- heartfelt  
4 gratitude for your tireless service to our  
5 community. Do you have any words that you want to  
6 say? I know it's dangerous, but I'm going to let --  
7 if you know, Chief, you know that's dangerous, but  
8 I'll give you the floor. You only have two minutes.

9 MR. LEPERE: Just thank you to everybody that  
10 I've worked with. I think I'll just defer to maybe  
11 a future board meeting when I get my plaque. I'll  
12 say a few words.

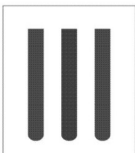
13 MR. GILZEAN: Okay.

14 MR. LEPERE: Thank you for recognizing me today  
15 and for my -- one thing, my success on the fire --  
16 of being the fire chief here is because of all of  
17 you --

18 MR. GILZEAN: Yes, sir.

19 MR. LEPERE: -- and all of the people in the  
20 fire department who worked for me. I could not be  
21 successful without them. So they have a big part in  
22 me being successful. They're -- they're the real  
23 boots on the ground, and it made me look good.  
24 Thank you.

25 MR. GILZEAN: All right. Last but not least,



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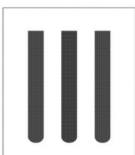
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1 during the last board meeting, I mentioned the  
2 creation of advisory boards. I had several  
3 conversations with some of our taxpayers, including  
4 Steve Schussler (phonetic) who was -- who owns  
5 several restaurants at Disney Springs. We are in  
6 the process of discussing what the board will look  
7 like with the goal and importance of honest and open  
8 conversations that deals with most of the  
9 misinformation that is currently out there. I'm  
10 pleased to say that yesterday's meeting was very  
11 productive. And I might say that he's also taken  
12 the time to meet with me on his birthday. So very  
13 grateful for that as well. And one of the things  
14 that I had an opportunity to do with Steve, and as I  
15 shared, it's always important to get feedback from  
16 our -- our community. I got his feedback, and I am  
17 pleased to announce that we have a brand-new logo.  
18 And there it is. This is our brand-new logo. I was  
19 able to get some feedback from not only staff,  
20 taxpayers, but we felt that this is super important.  
21 And I'm thrilled to announce the upgrading our  
22 government digital identity and brand. After weeks  
23 of multiple planning, exploration, pleased to reveal  
24 this fresh, new bright -- brand-new, exciting logo.  
25 And this is a new chapter in our history. And with

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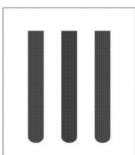
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1 that said, I'm confident that this new look will not  
2 only enhance our brand recognition, but also  
3 resonate with millions of guests who visit our  
4 district each and every year. With that said, Mr.  
5 Chairman and members of the board, that concludes my  
6 manager report.

7 MR. GARCIA: Ah, thank you very much, Mr.  
8 Gilzean. And on behalf of the board, I want to  
9 thank you for taking the initiative to recognize the  
10 chief and the other retiring members of our staff  
11 there is nobody more important to us in the work of  
12 this organization than our employees. And so, thank  
13 you very much for taking that initiative. And in  
14 addition, thank you for reaching out with the  
15 programs that you have presented here today. I  
16 think that is wonderful. We want to be good  
17 community citizens. And the fact that you're  
18 reaching out to -- to the local universities and  
19 other constituents really speaks volumes about your  
20 leadership, and we're deeply appreciative for that.  
21 So thank you for that wonderful report. Next, Mr.  
22 Langley, do you have any comments? Do you have a  
23 presentation?

24 MR. LANGLEY: No presentation, but I do have a  
25 few things. It's hard to follow that -- all the



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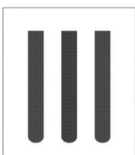
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1 slides. I don't have any slides. So apologies for  
2 that. But I have two things. So first of all, I'm  
3 recommending and requesting from the board that we  
4 hold a closed-door executive session on union  
5 negotiations pursuant to Statute 447.605 Florida  
6 statutes to meet this Friday at 8:30 a.m. to discuss  
7 union negotiations. And we'll post that meeting  
8 shortly. And that'll be a meeting, closed door, no  
9 public is allowed to attend that. It will be the  
10 board members, Mr. Gilzean, myself, and then the  
11 labor attorneys. So that's my request. And we'll  
12 go ahead and move forward with that unless there's  
13 any objections. Second thing is I'm requesting a  
14 closed- door litigation strategy meeting with the  
15 board and the litigation counsel, myself, and my  
16 partner to discuss the pending litigation filed by  
17 Walt Disney Parks and Resorts USA, Inc., both the  
18 state and federal cases. I think it's a good time  
19 to have a closed-door meeting to have discussions  
20 and elicit input from the board, and seek your  
21 guidance, and discuss litigation strategy and  
22 expenditures. So we will, unless there's any  
23 objection, schedule that for the July meeting or  
24 sometime either before or after the July meeting.  
25 That also will be a closed-door meeting. We will,

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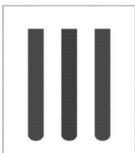
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1 of course, have a -- we'll open will be during the  
2 public meeting discussing that we'll be doing the  
3 private meeting. And then we'll -- after the  
4 meeting, we'll come out back to the public session  
5 and close it. I do not have any further things in  
6 my report unless you have any questions for me.

7 MR. GARCIA: Any questions from my fellow board  
8 members?

9 MR. BARAKAT: Not at this time. Thank you.

10 MR. GARCIA: Okay. The -- thank you very much,  
11 Mr. Langley. The -- the next item on the agenda is  
12 Resolution 644. And before I ask Mr. Langley to  
13 walk us through the formalities of that resolution,  
14 just want to comment briefly that, you know, I hope  
15 you all have seen that I think at almost every board  
16 meeting, this board has adopted a new governance  
17 policy or practice. And that's because when we were  
18 appointed to this board, the first thing we did is  
19 -- is ask for what -- what are the board policies,  
20 and we discovered that there essentially were no  
21 board policies. And as a -- as an independent  
22 government agency, it's our obligation to function  
23 pursuant to best practices, and best practices  
24 obligates us to have board policies and practices.  
25 And this is a -- another one that we'll add. You'll



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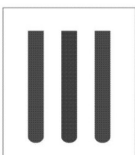
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1 see at our next meetings and the meetings after that  
2 that we will continue to add policies and practices  
3 to make us a -- a legitimately independent governing  
4 entity. And the current one that we're going to  
5 adopt here today is a whistleblower policy. And one  
6 of the bits of feedback that we received shortly  
7 after being appointed to this board is that some of  
8 our staff and employees felt like maybe their  
9 grievances or concerns or new ideas were falling on  
10 deaf ears with respect to the prior board. And we,  
11 as a board, want to make sure that our policy is to  
12 be open, honest, transparent, and receptive to ideas  
13 from anybody, including our staff and employees.  
14 And so, we're adopting a formal whistleblower  
15 policy. That's -- that's new to the district. And  
16 hopefully, that sends a message that the culture  
17 here is from the board's perspective, we want to  
18 hear from you good, bad, and ugly, whatever it is.  
19 So with respect to that, let me turn it over to Mr.  
20 Langley to go through the formalities of our  
21 adopting this resolution.

22 MR. LANGLEY: Thank you. Before I read the  
23 resolution, I did want to note that we do have two  
24 members of the board appearing virtually, and I just  
25 want to make sure that they're on because we will



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1 ask for a roll call on this particular matter. They  
2 are?

3 MS. ZIEGLER: Yep, we're on.

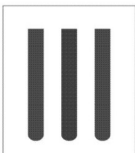
4 MR. LANGLEY: Okay.

5 MR. SASSO: I'm here.

6 MR. LANGLEY: All right. Thank you. So when  
7 the chair calls to vote on this item, just make sure  
8 you vote. Thank you. All right, Resolution number  
9 644, the resolution of the board of supervisors of  
10 the Central Florida Tourism Oversight District  
11 adopting a whistleblower policy for district  
12 employees, this is a public hearing. We do have  
13 with us today a lawyer with Ford Harrison, which is  
14 the district's labor and employment law firm. I  
15 think it's Jessica Walberg, correct?

16 MS. WALBERG: Yeah.

17 MR. LANGLEY: Okay. If you have any questions  
18 about the particulars of the policy -- so as the  
19 chair stated that we are proposing a whistleblower  
20 policy to essentially request that -- or give our  
21 employees the ability to come to Mr. Gilzean or the  
22 HR department and report any -- in good faith any  
23 violation they suspect of any federal, state, or  
24 local law, rule, or regulation committed by another  
25 employee or an agent of the district. We're



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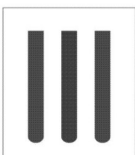
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1 independent contractors, so that those matters are  
2 taken seriously and dealt with in appropriate  
3 manner. And also, if they believe there's any act  
4 or suspected actor gross mismanagement, malfeasance,  
5 misfeasance, gross waste of public funds, or gross  
6 neglect of duty committed by any employee or agent  
7 of the district, or any independent contractor. What  
8 it makes it clear in this policy is that we welcome  
9 employees to come forward to report these things to  
10 the appropriate channels. And that in doing so, we  
11 want to make sure that they understand that there  
12 will be no adverse action taken against the employee  
13 for doing so. There is a Florida Whistleblower Act  
14 that this policy does not try to override, this  
15 supplements it and gives direction on the employees  
16 that who the appropriate channels are for making  
17 such reports. And with that, I -- I really don't  
18 have anything further. We do have a delayed  
19 effective date in the resolution with respect to the  
20 union employees. And it gives Mr. Gilzean the  
21 ability to delay the effective date even further if  
22 he feels that's necessary in dealing with the union  
23 on this particular policy. With respect to non-  
24 union employees, it would take effect immediately.  
25 Unless there's any questions for me, I ask that you

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1 consider this resolution for adoption. And at this  
2 time, I don't believe we have any speakers, but I  
3 would ask if there are any public comments, that now  
4 would be the appropriate time for someone to make a  
5 comment on this resolution since it's a public  
6 hearing.

7 MR. GARCIA: Debbie? Yes, ma'am. Did you want  
8 to make a comment?

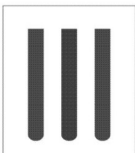
9 MS. MCDONALD: No, this is a federal policy. It  
10 applies to --

11 UNIDENTIFIED SPEAKER: Microphone?

12 MS. MCDONALD: -- every corporation.

13 MR. GARCIA: Did you want to come up to the  
14 microphone, please?

15 MS. MCDONALD: I guess my only question would  
16 be this is a federal policy that we all learned  
17 about in business school 101. It's for every  
18 corporation, every business in the country. And I  
19 just am curious why it needs to be specifically  
20 adopted? I mean, it's every employee realizes there  
21 was a whistleblower policy, and you're protected  
22 under the federal government. You comply. You  
23 complain to OSHA and go through this. It's -- it's  
24 unspoken, just like our right to nondiscrimination  
25 or other rights that are prevalent in every



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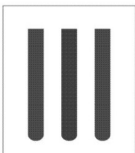
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1 business. And I guess I'm just curious why the need  
2 to adopt specifically for Reedy Creek or to keep  
3 bringing in policies that seem to be generic that  
4 are already well established? So thank you.

5 MR. GARCIA: The answer to that question is  
6 that we want to encourage open and honest  
7 government, and we want to establish a culture of --  
8 for the employees so they feel free to come forward.  
9 And when we took over these responsibilities, the  
10 information we received is that certain ideas and  
11 other issues were falling on deaf ears. And so, we  
12 want to make a public statement as a board. We want  
13 to adopt a policy that says we don't have deaf ears.  
14 Nothing will fall on deaf ears. And so, if you have  
15 an issue, here is a new policy, here is a new  
16 culture, and we want you -- we want to -- want you  
17 to be heard. And so that's why we're specifically  
18 doing that.

19 MR. LANGLEY: And if I might add to that is  
20 this resolution gives the employees specific  
21 direction on who the appropriate people are to make  
22 -- to make these reports. And this policy is  
23 similar to what other local governments do. I mean,  
24 a lot of employers have a whistleblower policy. So  
25 you know, it's not necessarily correct to say that



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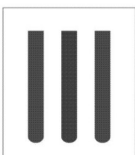
1 just because it may be in federal and state law,  
2 that it's not appropriate to adopt the policy,  
3 because most local governments have policies like  
4 this so they can make it clear to the employees who  
5 to report to, because it's important who to report  
6 to in order to have the protections under -- under  
7 the policy or under state law. So that's one of the  
8 things that does. In addition, it -- as the chair  
9 said, it gives a strong statement by this board of  
10 their encouragement to make it clear that there is  
11 this process in place, and it is encouraged to  
12 report these things. So anything that is against  
13 our policies or misfeasance, malfeasance, gross  
14 mismanagement could be corrected. So it is an  
15 important policy to have. Thank you.

16 MS. MCDONALD: Thank you.

17 MR. GARCIA: And you may find, too, that we  
18 will be superfluous as a board in promoting good  
19 policy. And we don't mind being superfluous in  
20 promoting good policy. So you may see more of that.  
21 But thank you for your question. So is the -- we  
22 need a vote on this, Mr. Langley?

23 MR. LANGLEY: We need a motion, and a second,  
24 and then a vote.

25 MR. GARCIA: Okay. Is there a motion?



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1 MR. BARAKAT: Mr. Chair, I will so motion.

2 MR. GARCIA: Is there a second?

3 MR. PERI: Second.

4 MR. GARCIA: Any discussion? All in favor,  
5 please indicate by saying aye.

6 ALL: Aye.

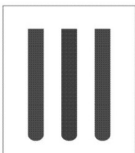
7 MR. GARCIA: Any opposed?

8 MS. ZEIGLER: Aye.

9 MR. SASSO: Aye.

10 MR. GARCIA: Any opposed? Let the record  
11 reflect the motion passes unanimously. And there's  
12 no unofficial -- unfinished business on the agenda.  
13 I'd ask my fellow board members if there's any other  
14 business they'd like to bring before this meeting?  
15 Hearing none, we will adjourn, and I want to thank  
16 everyone for attending. Thank you very much.

17 (MEETING CONCLUDED AT 10:14 A.M.)  
18  
19  
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25



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## CERTIFICATE OF OATH

STATE OF FLORIDA

COUNTY OF ORANGE

I, the undersigned, certify that the witness in the foregoing transcript personally appeared before me and was duly sworn.

Identification: Produced Identification



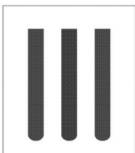
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## C E R T I F I C A T E

STATE OF FLORIDA)

COUNTY OF ORANGE)

I, LANNA GODFREY, Court Reporter and Notary Public  
for the State of Florida at Large, do hereby certify  
that I was authorized to and did report the foregoing  
proceeding, and that said transcript is a true record of  
the said proceeding.

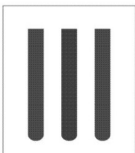
I FURTHER CERTIFY that I am not of counsel for,  
related to, or employed by any of the parties or  
attorneys involved herein, nor am I financially  
interested in said action.

Submitted on: June 21, 2023.



LANNA GODFREY

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# Central Florida Tourism Oversight District

## Board of Supervisors

### Agenda Item 6.5

Page 1 of 1

<b>Meeting Date</b>	
7-26-2023	
<b>Agenda Item Name</b>	
DMS – Fiber Optic Project Phase II	
<b>Requested Action</b>	
Request for the approval of a Work Authorization under a Master Agreement (MA 222) with DuraPro Coatings, LLC. (\$18,685.00)	
<b>Staff Report</b>	
This request is for the painting/coating of four Dynamic Messaging System (DMS) signs and frames installed on the DMS – Fiber Optic Project Phase II along with DMS one sign and frame that was previously installed within District property. The pricing includes surfacing preparation, two-part coating, lift rentals, and the maintenance of traffic for all five locations.	
<b>Additional Analysis</b>	
This work was originally directed to Superior Construction, who is the prime contractor for the DMS – Fiber Optic Project Phase II project; however, Superior Construction was unable to reach a contractual agreement with the Painting/Coating Contractor within the prime’s allowable contractual duration. This led the District to contracting with a Painting/Coating Contractor to perform the work. The District’s Construction Management Team reached out to two Painting/Coating Contractors, which have current Master Agreements with the District. DuraPro was the most responsive party submitting pricing.	
<b>Fiscal Impact Summary</b>	
Funding for this request is included in the previously approved project budget (2-26-2020) and is derived from the RCID 2016-2024 Transportation Projects Ad Valorem Bonds.	
<b>Exhibits Attached</b>	
1. Financial Summary – District Wide DMS & Fiber	

# Financial Summary – District Wide DMS & Fiber

July 26, 2023

	BUDGET	Commitments		Change Order Allowance		TOTAL
		Executed	Pending	Available	Pending	
Budget	\$ 10,500,000					
Hard Costs		\$ 8,318,720	\$ 18,685	\$ 803,649	\$ -	\$ 9,141,054
DuraPro Coatings, LLC			\$ 18,685		\$ -	
Soft Costs		\$ 1,019,030	\$ -	\$ 18,583	\$ -	\$ 1,037,612
TOTAL	\$ 10,500,000	\$ 9,337,750	\$ 18,685	\$ 822,231	\$ -	\$ 10,178,666

Percentage of Budget

97%

# Central Florida Tourism Oversight District

## Board of Supervisors

### Agenda Item 8.1

Page 1 of 1

<b>Meeting Date</b>	
July 26, 2023	
<b>Agenda Item Name</b>	
Collective Bargaining Agreement	
<b>Requested Action</b>	
Approval of the Collective Bargaining Agreement – A-Unit 2023-2025	
<b>Staff Report</b>	
<b>Article 1 - Preamble</b> THIS AGREEMENT is entered into as of January 1, 2023 by and between the CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT (f.k.a REEDY CREEK IMPROVEMENT DISTRICT), a public body, hereinafter referred to as "the District" and the REEDY CREEK PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL 2117, hereinafter referred to as "the Union."	
<b>Article 2 - Purpose</b> It is the intent and purpose of the parties hereto to establish fair wages, working conditions and benefits and put into practice effective and binding methods for the settlement of all misunderstandings, disputes or grievances that may arise between the parties hereto, to the end that the District is assured complete and full fire protection at all times and that labor peace is maintained.	
<b>Additional Analysis</b>	
<b>Fiscal Impact Summary</b>	
<b>Exhibits Attached</b>	
1. Collective Bargaining Agreement – A-Unit 2023-2025	



Agreement between the  
Central Florida Tourism  
Oversight District  
and the  
Reedy Creek  
Professional  
Firefighters'  
Association  
IAFF Local 2117  
**A-UNIT**

Effective January 1, 2023  
UNTIL December 31, 2025

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## **Article 1 - Preamble**

THIS AGREEMENT is entered into as of January 1, 2023 by and between the CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT (f.k.a REEDY CREEK IMPROVEMENT DISTRICT), a public body, hereinafter referred to as "the District" and the REEDY CREEK PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL 2117, hereinafter referred to as "the Union."

## **Article 2 - Purpose**

It is the intent and purpose of the parties hereto to establish fair wages, working conditions and benefits and put into practice effective and binding methods for the settlement of all misunderstandings, disputes or grievances that may arise between the parties hereto, to the end that the District is assured complete and full fire protection at all times and that labor peace is maintained.

### **Article 3 - Applicability of Agreement**

#### **AGREEMENT NOT RESTRICTIVE ON DISTRICT ADMINISTRATION OR BOARD OF SUPERVISORS:**

This Agreement does not restrict the powers vested in the District Administration or the Board of Supervisors of the Central Florida Tourism Oversight District as set forth in the Laws of Florida, any regulations and resolutions promulgated thereunder, and applicable provisions of Chapter 298, Florida Statutes, nor shall the rights of any bondholders be affected whatsoever by any provision of this Agreement.

## **Article 4 - Recognition**

The District recognizes the Union as the sole and exclusive collective "A Unit" bargaining representative of the District's employees classified as:

Firefighter/EMT

Firefighter/Paramedic

Engineer

Lieutenant

Communicator

EMS Team Paramedic

EMS Team EMT

Fire Inspector

Plans Examiner

Sprinkler Technician

Assistant Supervisor

The following District/Department employees are excluded from the "A" bargaining unit and shall not be covered by the items in this Agreement:

Chief

Deputy Chief

Assistant Chief

Assistant Manager

Commander

Battalion Chief

Captain

Supervisor

Clerical Personnel

## **Article 5 - Scope**

### ***Section 1: Activity Covered***

This Agreement covers any form of fire protection, emergency medical service, and related fire/emergency medical services provided by the District within the District's boundaries.

### ***Section 2: Municipality Fire Departments in District Not Covered***

This Agreement shall not include any future municipality within the District boundaries which provides its own fire/emergency medical service. In the event any future municipality does not have or has the District provide fire/emergency medical service, then such services shall be included within the scope of this Agreement.

### ***Section 3: District May Provide Fire Protection for Municipalities Within District***

Any form of fire protection, emergency medical service or related fire services provided by the District for any present or future municipality within the District shall be included within the scope of this Agreement.

## **Article 6 - Management Rights**

### ***Section 1: Definition***

Except as expressly and clearly limited by the terms of this Agreement, the District reserves and retains exclusively all of its normal and inherent rights with respect to the management of the District's Fire Department, including but not limited to:

- its right to select and direct the number of employees assigned to any particular classification of work.
- to establish and change work schedules and assignments.
- to lay off, terminate or otherwise release employees from duty for lack of work or just cause.
- to make and enforce work rules, rules for personal grooming and the maintenance of discipline.
- to determine the number, location, or relocation of fire stations.
- to institute technological changes.
- and otherwise to take such measures as management may determine to be necessary to the orderly, efficient and economical operation of the District's Fire Department.

### ***Section 2: Work Activity - 24-Hour Personnel***

In the interpretation of this Article, the Union acknowledges that the District has the right to schedule work activity at any time throughout the twenty- four (24) hour shift.

### ***Section 3: Work Activity – EMS Team Personnel***

In the interpretation of this Article, the Union acknowledges that the District has the right to schedule work activity at any time throughout the EMS Team's (10, 12, 14, 15 hour) shift.

### ***Section 4: Work Activity - Fire Inspector and Plans Examiners***

In the interpretation of this Article, the Union acknowledges that the District has the right to schedule work activity at any time throughout the Fire Inspectors' or Plans Examiners' (8,10, 12 or 16 hour) shift.

### ***Section 5: Work Activity - Communications Personnel***

In the interpretation of this Article, the Union acknowledges that the District has the right to schedule work activity at any time throughout the Communicators (10 or 12 hour) shift.

## **Article 7 – No Strike No Lockout**

### ***Section 1: No Strike - No Lockout***

The Union recognizes that under the Constitution and laws of the State of Florida, it is precluded from invoking the right to strike. "Strike" means the concerted failure to report for duty, the concerted absence from one's position, the concerted stoppage of work, the concerted submission of resignations, the concerted use of sick leave, picketing or demonstrations that block ingress or egress to the District's facilities or interfere with the business operations of the District or its taxpayers, or the concerted abstinence in whole or in part from the full, faithful and proper performance of the duties of employment with the District. There shall be no lockout by the District.

### ***Section 2: Failure to Cross Picket Line - Violation of Agreement***

Failure of any employee covered by this Agreement to cross any picket line established at or near the District's premises is a violation of this Agreement.

### ***Section 3: Union's Responsibility to Prevent Work Stoppage, Picketing, Strike or Disruptive Activity***

The Union shall not sanction, aid or abet, encourage or condone a strike as defined in Section 1 of this Article and shall undertake all reasonable steps to prevent or terminate any strike. No employee shall participate or engage in a strike. Any employee who participates or engages in a strike shall be subject to disciplinary action including discharge. The failure of the District to exercise this right in any instance shall not be deemed a waiver of this right in any other instances, nor shall the District's right to discipline all employees for any other cause be in any way affected by this Section.

### ***Section 4: Enforcement of Article 7***

A breach of any provision of this Article by either party will entitle the aggrieved party to injunctive relief, in a Circuit Court of the State of Florida, in addition to any other remedies under the law.

### ***Section 5: Recognition of The Right of Employees to Engage in Activity Protected by the First Amendment***

Hand billing is not prohibited by this Article. Nothing in the Agreement shall be deemed to prohibit the proper exercise of First Amendment rights by the Bargaining Unit Employees or to otherwise waive such rights.

## **Article 8 - Non-Discrimination**

### ***Section 1: Union Membership***

The District agrees there shall be no discrimination against employees who engage in Union activity, affiliation or membership.

### ***Section 2: Non-Discrimination***

The District agrees to be fair and impartial in all its relations with employees and applicants without regard to race, religion, color, sex, sexual orientation, national origin, age, marital status, covered veteran status, mental or physical disability, pregnancy, or any other basis prohibited by state or federal law.

The Union and the District agree that harassment, discrimination or retaliation in violation of this Agreement or applicable law is unacceptable.

### ***Section 3: Language Disclaimer***

The parties have made every effort to use non-gender specific language and their intent is that all provisions are gender neutral.

## **Article 9 - Union Activity and Check-off**

### ***Section 1: Labor Agreement Distribution***

The District will bear the burden of cost to provide a copy of the CBA booklet to each employee covered under the "A-Unit" CBA and to the Union officers at the time of the signing of this agreement. Additionally, the District will maintain a digital copy available to all employees covered by this Agreement.

### ***Section 2: Distribution and Solicitation***

The Union, its members, agents, representatives and persons acting on their behalf, are hereby prohibited from soliciting any employee or distributing literature during working hours in areas such as the Fire Stations, where the actual work of Department employees is being performed. The distribution of literature or discussion of Union matters during the employees' normal meal times or reduced-duty periods shall not be prohibited, provided there are no disruptions to Fire Department operations.

### ***Section 3: Permission for Union Representatives to Enter Premises***

The Fire Chief's office will be notified prior to the arrival of Union representatives (other than Local 2117's officers and stewards) at District Fire Stations. The Union representative(s) will have the right to conduct Union business with any employee during the employee's normal meal times or reduced-duty periods, provided there are no disruptions to Fire Department operations. Any violation of the provisions of Sections 2 or 3 shall require the representative(s) to leave the premises until it is appropriate to return.

### ***Section 4: Shift Steward***

The Union shall have the right to designate Shift Stewards. The Union shall, in writing, notify the Labor Relations office of the District as to the identity of the designated Shift Stewards. The Shift Stewards shall have the right to receive, discuss and assist in the adjustment of complaints or differences with the appropriate Commander, Assistant Chief or higher level of management. The District will not obstruct the Shift Stewards or Union officials in the proper performance of their Union duties provided that such duties do not unreasonably interfere with their regular work or with the work of other employees.

### ***Section 5: Check – Off and Withholding of Wages***

The employer agrees to withhold from the employee's wages on each payroll week, uniform weekly membership dues, initiation fees and one Union check-off for each employee who signs and submits an authorization card, the acceptable form of which is shown on attached Addendum "B." The District shall forward such dues in the amount certified to be current by the Treasurer of the Union, on or before the third week following the last week in the month in which the dues are deducted. The Union agrees to indemnify and save the District harmless against any and all claims, suits or other forms of liability arising out of the deduction of money for Union dues from employee's pay.

The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the certified financial Treasurer or other properly designated official of the Union. The acceptable form to be used for withdrawal from check-off is shown on attached Addendum "B."

***Section 6: Public Information***

The District shall provide public records to the Union in accordance with state law.

***Section 7: New Employee Union Orientation***

The District will provide the Union an opportunity to meet with new employees for a consecutive period of at least two (2) hours but not more than four (4) hours during the employee's new-hire orientation period. This time must be scheduled in advance with the employee's assigned supervisor and the Union President or their designee.

***Section 8: Union Representative at Committee Meetings***

One Union appointed representative may attend all committee meetings outlined in this agreement, but will not be considered a member of the committee or have voting rights. This representative is in addition to any members of a committee assigned by the Union in accordance with this agreement.

## **Article 10 - Hours of Work and Overtime**

### **Section 1: *Workweek - Payroll Week***

- A. Both the workweek and payroll week are periods of seven (7) days, starting at 0800 hours on each Sunday and ending at 0759:59 hours on the same day in the following week.
- B. Both the workweek and payroll week for Station Lieutenants are periods of seven (7) days, starting at 0700 hours on each Sunday and ending at 0659:59 hours on the same day in the following week.

### **Section 2: *Payroll Day***

- A. A payroll day is a period of twenty-four (24) hours starting at 0800 hours and ending at 0759:59 hours the following day.
- B. A payroll day for Lieutenants is a period of twenty-four (24) hours starting at 0700 hours and ending at 0659:59 hours the following day.

### **Section 3: *Work Periods***

#### **A. Twenty-Four (24) Hour Shift/Forty-Eight (48) Hour Workweek Personnel**

- 1. Employees shall be scheduled to work one (1) shift of twenty-four (24) hours starting at 0800 hours, followed by forty-eight (48) hours off-duty.
- 2. Lieutenants shall be scheduled to work one (1) shift of twenty-four (24) hours starting at 0700 hours, followed by forty-eight (48) hours off-duty.
- 3. The workweek shall average forty-eight (48) hours per week on an annual basis. This workweek shall consist of the employee working six (6) shifts out of seven (7) with the shift off scheduled by the District within a regular rotation.
- 4. The FLSA schedule shall consist of a twenty-one (21) day cycle totaling one hundred fifty-nine (159) hours.
- 5. 24/48 hour employees who are assigned to a 40 hour workweek will be paid for 48 hours. Overtime will be paid for any hours worked in excess of forty-eight (48) hours.

#### **B. Communicators**

- 1. Communicators will be scheduled to work up to four (4) consecutive ten (10) or twelve (12) hour shifts per workweek, with at least three (3) consecutive days off.
- 2. The on-duty Communicator will be allowed four (4) fifteen (15) minute rest periods for each work shift.

**C. EMS Team**

EMS Team personnel will normally be scheduled to work a minimum of ten (10) consecutive hours but not more than fifteen (15) hours per shift. The combination of these shifts will equal forty (40) hours, with the understanding that if the employee works three (3) twelve-hour (12) shifts (thirty –six (36) hours), the employee will be paid for 40 hours. Employees will be scheduled consecutive days off, unless otherwise requested by the employee. The Department will attempt to provide a minimum of eight (8) hours off-duty between scheduled shifts, unless otherwise requested by the employee and/or in the case of overtime.

**D. Fire Safety Inspectors And Plans Examiners**

Fire Safety Inspectors and Plans Examiners will normally be scheduled to work a minimum of eight (8) consecutive hours but not more than sixteen (16) hours per shift. The shift may be scheduled anytime throughout a twenty-four (24) hour period and the combination of these shifts will equal forty (40) hours, with the understanding that employees working three (3) 12-hour shifts (36 hours) will be paid for 40 hours. Employees will be scheduled consecutive days off, unless otherwise requested by the employee. The Department will attempt to provide a minimum of eight (8) hours off- duty between scheduled shifts, unless otherwise requested by the employee and/or in the case of overtime.

**Section 4: Overtime**

Vacation and Sick leave shall not be counted as time worked for purposes of calculating overtime.

For the purpose of computing hours worked for overtime, paid time off for holidays, bereavement leave, blood donor time, jury duty, and sick leave shall not be construed as time worked.

Personnel who are issued a personnel order to attend training or meetings while they are scheduled to be off duty shall be paid overtime regardless of any benefit time utilized during the pay period of the training or meeting (vacation, personal holiday, sick time).

**A. Twenty-Four (24) Hour Shift Personnel**

1. Employees shall be paid one and one-half (1 ½) times their regular straight time hourly rate for all contiguous hours worked in excess of the regularly-scheduled shift.
2. Employees shall be paid one and one-half (1 ½) times their regular straight time hourly rate for all hours worked in excess of the regularly-scheduled hours per week.
3. Employees shall be paid one and one-half (1 ½) times their regular straight time hourly rate for all hours worked in excess of the FLSA schedule.

**B. Communicators**

Communicators shall be paid one and one-half (1 ½) times their regular straight time hourly rate for all contiguous hours worked in excess of their regularly scheduled shift or in excess of thirty six (36), forty (40), or forty-eight (48) hours per week.

**C. EMS Team**

Paramedics and EMTs shall be paid one and one-half (1 ½) times their regular straight time hourly rate for all contiguous hours worked in excess of their regularly scheduled shift, or in excess of forty (40) hours per week.

**D. Fire Safety Inspectors and Plans Examiners**

Fire Inspectors and Sprinkler Technicians shall be paid one and one-half (1 ½) times their regular straight time hourly rate for all contiguous hours worked in excess of their regularly scheduled shift, or in excess of forty (40) hours per week.

**E. Overtime Scheduling**

It is agreed that the Union will continue responsibility for the distribution and assignment of overtime in accordance with qualifications required by the District. A Union official will be provided access to a telephone to obtain the needed overtime commitment. The District reserves the right to offer overtime schedules in increments of less than twenty-four (24) hours but no less than four (4) hours excluding hold over and committee meetings.

Such administration will include the District's ability to require and enforce overtime schedules in the following manner:

Using the current overtime system, should a refusal of overtime be made by the employee who appears first in the roster, and upon contact by the District, no other employee in progression accepts said overtime, the employee initially contacted will be **required** to work the overtime.

The Union will supply the District with a list of the names of personnel assigned as overtime stewards. It will be the responsibility of the Union to maintain and notify the District of any changes to this list. From this list, the Union will designate an overtime steward on at least a quarterly basis to be responsible for the filling of event and any prescheduled overtime. The District will allot up to one hundred eighty (180) hours annually for the designated overtime steward, at one and one-half (1 ½ ) times the employee's normal rate of pay in thirty (30) minute increments, to fill event and prescheduled overtime when off-duty. The designated overtime steward and/or the Union must receive approval from the designated chief prior to performing this task. Upon completion of the overtime hiring, the overtime steward' must properly document the time worked and must notify the designated chief that the assignment is complete. The designated chief will make every effort to give prompt notification once the need for special event/prescheduled overtime is identified. All other requests for overtime will be handled by an assigned overtime steward while on duty.

**F. Scheduled Overtime Cancellation**

In the event that a scheduled overtime assignment is cancelled and the employee reports to work as assigned without being notified, the employee will be paid four (4) hours at the employee's straight time rate of pay; however, the four (4) hours shall not be counted as hours worked in the calculation of overtime.

**G. Call-Back Pay**

Call back pay is special pay which is provided to compensate an employee who is required to return to work on an unscheduled basis after the employee has completed a regularly-assigned shift and left the Fire Department property to which the employee is assigned. Upon notification of being called back to work, an employee shall be paid a minimum of four (4) hours at one and one-half (1 ½) times the employee's normal rate of pay. An employee who is on duty and is instructed and assigned to remain on duty is not eligible for the four (4) hour minimum call back pay. Furthermore, employees who are required to return to work four (4) or fewer hours prior to their regularly scheduled starting time are not eligible for the four (4) hours minimum call back pay.

Employees who are required to return to the District for an investigation or discipline of a critical nature shall be paid in one-half hour increments with a four (4) hour minimum at the appropriate rate of pay.

**Section 5: Payday**

Employees shall be paid weekly by direct deposit. Earning statements will be posted and available for review on Thursday after 0700 hours following the end of each payroll week through the District's Employees Self Service System. The Employee Self Service System must have remote access and will be available at work and at home barring any unforeseeable circumstances, system down due to a storm or otherwise.

**Section 6: Lunch and Supper Periods - Twenty-Four (24) Hour Shift**

**A. Lunch**

A one (1) hour lunch period will be scheduled to begin between 1130 and 1300, except in the case of an emergency or alarm. The lunch period will not exceed 1400 unless the unit was involved in an emergency or alarm.

**B. Supper**

A one and one-half (1 ½) hour supper period will be scheduled as near as practicable to 1700 hours for each employee, except in the case of emergency or alarm.

**C. Eating Facilities**

The District will provide clean and sanitary eating facilities including cooking area and utensils. With the approval of the on-duty Commander, employees will be allowed to eat meals in facilities other than the Fire Station when circumstances dictate it to be convenient while out of the Fire Station.

**D. Lunch And Supper Periods Not Free Time**

Lunch and supper periods shall not be construed as free time and all employees shall remain ready and available for emergency responses during these periods. Public tours will normally not be conducted in the eating areas of the stations during prescribed lunch and supper periods.

**E. Standby**

On duty employees working a "stand-by" will be relieved for normal meal periods.

***Section 7: Meal Periods - Forty (40) Hour Personnel***

Communicators and EMS Team personnel will be allowed a meal period at any time during as near as practical to the middle of their shift while covering their duties at the same time. Fire Inspectors and Plans Examiners will be allowed a thirty (30) minute unpaid scheduled meal period as near as practical to the mid-point of their assigned shift.

***Section 8: Reduced Activity Periods - Twenty-Four (24) Hour Shift***

- A. The use of beds will be permitted after 1700 hours. The period that forty-eight (48) hour personnel may sleep will be from 1700 until 0700 hours.
- B. For extended tours of duty, recall to duty, inspection duty, standbys or other such activities that would interfere with the normal sleeping periods, the use of beds may be arranged in advance by the on-duty shift Lieutenant as approved by the on-duty Shift Commander or Battalion Chief.

## **Article 11 - Working Out of Job Classification**

### **Section 1: Working Out of Job Classification**

- A. Any employee temporarily assigned to work out of the employee's regular classification for four (4) hours or more shall receive the higher rate of pay for all time worked in a higher rated job classification, but not less than 5% above the employee's normal rate of pay.
- B. An out-of-class list, by station, by shift, for Engineers and Lieutenants shall be maintained by the Department.
- C. The following criteria will apply by shift:
  - 1. Suppression Lieutenants: Engineers, Firefighter/Paramedics or Firefighter/EMT's with a minimum of five (5) years in the Operations Section at the Reedy Creek Fire Department who meet the promotional requirements of the Lieutenant's position and have completed the out-of-classification training requirements.
  - 2. Engineers: Firefighter/Paramedics or Firefighter/EMT's with a minimum of three (3) years in the Operations Section at the Reedy Creek Fire Department, have completed the out-of-classification training requirements, and who have completed the following:
    - Reedy Creek Fire Department's current out-of-class Engineer's task book
    - Forty (40) hour Engineer's course as approved by the Florida State Fire College or its equivalent.
    - Forty (40) hour Hydraulics course as approved by the Florida State Fire College or its equivalent
    - Forty (40) hour Aerial Operations class as approved by the Florida State Fire College or its equivalent as determined by the District.
    - Possess a current State of Florida Fire Apparatus and Pump Operator's Certification.
- D. Rank Order for out-of-class list shall be established by Department seniority.
- E. Working out-of-class assignments shall be rotated by position on the applicable list, per assignment. Position on the list may be passed over at the discretion of the Shift Commander or move-up Shift Commander.
- F. Normally, only Communicators will be scheduled to work in the Communication Center. However, non-Communicators may be temporarily assigned to the Communication Center in extraordinary circumstances. To the extent work is available, limited duty assignments for non-Communicators may occur at the Communication Center.

- G. Normally, only Fire Prevention personnel will be scheduled to work in the Fire Prevention Sections. However, non-Fire Prevention personnel covered by this agreement who have FSI certification may be temporarily reassigned to the Fire Prevention Sections as needed. These arrangements may not exceed thirty (30) days unless provided for by extraordinary circumstances as determined by the Fire Chief.
- H. In the event positions vacated due to a medical condition where the documented prognosis for the expected return to work date exceeds thirty (30) calendar days, the vacated position may be temporarily filled per the promotional procedure until the absent employee returns to work or until a determination is made that the vacated position shall be permanently filled.

***Section 2: Working Out of-Class - Training***

Any employee assigned out-of-class for training purposes shall be supervised by the trainer. Trainees will not be moved up without a trainer present. The employee assigned out-of-class for training purposes shall receive the employee's normal rate of pay during the assignment and the assignment shall not exceed eight (8) hours in duration.

***Section 3: Working Out of-Class – Lieutenant/Engineer Paramedics***

Lieutenant Paramedics or Engineer Paramedics will not be assigned as the sole ALS provider on their assigned unit except for the following situations, and for no more than four (4) hours per 24 hour shift:

- Engine Firefighter Paramedic is in training
- Engine Firefighter Paramedic is assisting a rescue crew with treatment/transport.
- Unit is awaiting overtime Firefighter Paramedic to arrive

## **Article 12 - Shift Exchange**

### **Section 1: Shift Exchange**

- A. A shift exchange is done voluntarily by the employees and not at the behest of the District. The reason for shift exchange is not due to the needs of the District's business operations. The District shall maintain a record of all shift exchanges.
- B. Responsibility and liability for shift exchanges shall be solely that of the employees involved in the actual shift exchange.
- C. When the employee agreeing to work for another employee is unable to report for duty due to illness, it is the employee's responsibility to notify the normally scheduled employee's superior of the situation. The ill employee shall attempt to locate the employee normally scheduled to work and notify him/her of the situation. In the event the employee normally scheduled to work cannot be located, the employee agreeing to work shall attempt to locate another employee to fulfill the shift exchange obligation. If the employee agreeing to work has made every effort to locate another employee to fulfill the shift exchange obligation, but is unsuccessful or fails to report for the agreed upon shift exchange, then the employee who was normally scheduled to work shall have pay reduced for the amount that was lost as a result of the absence during the pay cycle that the exchange was scheduled or occurred.
- D. In the event the employee agreeing to work for another employee becomes ill during a shift exchange, then the employee will be relieved from duty and the employee who was normally scheduled to work shall have pay reduced for the amount that was lost as a result of the absence during the pay cycle that the exchange was scheduled or occurred.
- E. Absence or tardiness on any shift exchange will be documented and the employee agreeing to the shift exchange may be subject to disciplinary action for any violation according to rules and regulations of the department.
- F. Requests for all shift exchanges shall be made electronically. The request shall be normally submitted no later than twelve (12) hours prior to the intended shift exchange.
- G. In the event of training activities that are unique, special, infrequent or the last opportunity, shift exchanges may be denied, provided the Fire Chief and the Union President mutually agree in advance that said training meets the above conditions. Such agreement shall not be unreasonably withheld. Any dispute regarding the nature of the training shall be resolved by the District Labor Relations Officer.

## **Section 2: 24-Hour Shift Personnel**

- A. Shift exchanges may be approved by a battalion chief or shift commander on an individual basis without the time limitation being applicable.
  - The following criteria applies in regard to out of classification shift exchanges:
    - FF/EMTs and FF/PMs who are qualified to move up to Engineer or are on a current Engineer promotional list shall be permitted to shift exchange with an Engineer.
    - Engineers who are qualified to move up to Lieutenant or are on a current Lieutenant promotional list shall be permitted to shift exchange with a Lieutenant.
  - FF/EMTs and FF/PMs on a current Lieutenant promotional list shall be permitted to shift exchange with a Lieutenant.
    - For the purpose of this Article, FF/EMTs and FF/PMs shall be considered equally qualified.
    - The Fire Chief or Deputy Chief may approve time exchanges that do not meet the criteria on a case-by-case basis.
- B. There shall be no limit to shift exchanges.
- C. Shift exchanges shall be between two (2) individuals, per exchange, except for extenuating circumstances where two (2) individuals may exchange for one (1) at the discretion of the Shift Commander or move-up Shift Commander.
- D. Probationary employees may shift exchange only with other probationary employees unless otherwise approved at the discretion of the Shift Commander or move-up Shift Commander of both employees involved.

## **Section 3: Communications**

- A. All shift exchanges must be approved, in advance as per Section 1(F) by the Assistant Chief of Communications or the designee.
- B. There shall be no limit to shift exchanges.
- C. Probationary employees, after 90 days of service, may only shift exchange with other probationary employees unless otherwise approved by the Assistant Chief of Communications or the Assistant Chief's designee.
- D. The establishment and assignment of work schedules are an exclusive right of management and as such, complete schedule exchanges via the provisions of this Article are prohibited.

**Section 4: Fire Prevention**

- A. All shift exchanges must be approved in advance as per Section 1(F) by the Assistant Chief of Fire Prevention.
- B. There shall be no limits to shift exchanges.
- C. Employees on shift exchange will be assigned duties and or work areas by the Assistant Chief of Fire Prevention, or the designee, based upon operational need.
- D. Fire Inspectors may shift exchange with other Fire Inspectors. Plans Examiners may shift change with other Plans Examiners. Fire Inspectors and Plans Examiners may not execute shift exchanges outside of their classifications.
- E. Probationary employees may shift exchange only with other probationary employees unless otherwise approved by the Assistant Chief of Fire Prevention or the Assistant Chief's designee.
- F. The establishment and assignment of work schedules are an exclusive right of management and as such, complete schedule exchanges via the provisions of this Article are prohibited.

**Section 5: EMS Team**

- A. All shift exchanges must be approved, in advance as per Section 1(F), by the Assistant Chief of EMS or the designee.
- B. There shall be no limit to shift exchanges.
- C. Probationary employees may shift exchange only with other probationary employees, unless otherwise approved by the Assistant Chief of EMS or the designee.
- D. The establishment and assignment of work schedules are an exclusive right of management and as such, complete schedule exchanges via the provisions of this Article are prohibited.

## **Article 13 - Job Classifications , Wage Rates, and Incentives**

### ***Section 1: Wage Rate and Schedule***

Job classifications and rates of pay which shall prevail during the term of this Agreement are set forth and contained in Addendum "A" attached hereto, hereinafter referred to as "pay plan." All new wages in Addendum "A" will be in full effect beginning the first pay period after the ratification of this Agreement and are not retroactive. In the event that bargaining unit members are working under an expired Agreement, all topped out employees will receive a 3% yearly pay increase to their base rate. All employees not topped out will continue to move yearly through the prescribed steps.

### ***Section 2: Rates for New Jobs***

If the District hereafter establishes any new or substantially changed job classifications or work operation, it will give as much notice thereof to the Union as is possible, and will discuss same if requested. The new job classification and wage rate for such new job classification will be established by the District. If the Union does not agree with the rate for the job classification, the Union shall submit a written grievance at the third (3rd) step of the grievance procedure within five (5) calendar days, as defined in Article 17, Section 3C, after installation of the new rate. In the event any higher rate is agreed upon through the grievance procedure or arbitration, it shall be effective retroactively as of the date the job classification was installed.

### ***Section 3: Night Shift Premium & Conditions of Continued Employment***

Communicators, Fire Inspectors and Plans Examiners will be paid a premium of \$2.00 per hour for hours worked between 2100 and 0700.

Fire Safety Inspector certification is a condition of continued employment for those employed as a Fire Inspector and Plans Examiner.

### ***Section 4: Bike Team Differential***

Bargaining Unit employees assigned to the Bike Team shall receive \$100 per assignment. On-duty personnel shall be excluded from Bike Team assignments, except on a voluntary basis.

### ***Section 5: Fire Inspectors and Plans Examiners On-Call***

Fire Inspectors and Plans Examiners may be called back to work, on a voluntary basis. Employees who are called into work shall be paid one and one half (1 ½) times their normal straight time hourly rate starting at the time of dispatch and ending upon completion of assignment. At the time of notification, the employee has the right to refuse the assignment.

**Section 6: Incentives**

Incentive pay shall be paid per hour worked and in accordance with Table 13-1. The maximum total incentives any employee is able to receive is \$6.00 per hour. The Department shall determine the number of personnel needed in each designation below. All bargaining unit members covered by this Agreement are eligible to receive the wellness incentive.

**Table 13-1**

<b>Classification</b>	<b>Per Hour Incentive</b>
Paramedic Preceptor	\$2.00
Department's Wellness Coordinator	\$1.00
Field Training Officer/Communications Training Officer (FTO/CTO)	\$2.00
Department Designated Instructors	\$2.00
S.O.A.R. Team Member	\$4.00
Wellness	\$1.00

- A. To qualify for the wellness incentive, the employee must successfully complete the advanced physical fitness assessment. Continued successful completion of the advanced physical fitness assessment shall be required to maintain the wellness incentive.
- B. For the purposes of this section, S.O.A.R. instructors teaching members of the S.O.A.R. team (during designated S.O.A.R. Team contractual discipline training) will not qualify for instructor differential.
- C. To be eligible for Paramedic Preceptor, Field Training Officer (FTO) and Department Designated Instructor incentive pay, Operations personnel must be designated as qualified by the Training Section according to the Department's specific program.
- D. To be eligible for the Communications Training Officer incentive the communicator shall have obtained and maintain the current version of the APCO CTO certification and be designated a CTO by the Communications Center Assistant Chief .

**Section 7: 457 Match Program**

All members covered by this Agreement who receive Regular Service Retirement under the Florida Retirement System (FRS) shall be entitled to participate in the 457 match program on the same basis as all other District employees.

## **Article 14 - Seniority**

### ***Section 1: Definition of Seniority***

Seniority is defined as the period of continuous service with the District's Fire Department since the last day of hire.

### ***Section 2: Principles of Seniority***

The principles of seniority shall be observed in layoffs and recalls, vacation selection, and as otherwise provided for in this Agreement. The Fire Chief may take into consideration seniority for the purposes of shift, station or duty assignments.

### ***Section 3: Dispute on Seniority Subject to Grievance Procedure***

Any dispute on the application of the seniority principle shall be subject to the Grievance Procedure.

### ***Section 4: Probationary Period***

All new bargaining unit employees covered under this Agreement will be in a probationary status for six (6) months from the completion date of the position orientation session. The new employee's probation may be extended if the employee becomes unable to work full duty. The new employee's probationary period will continue upon return to full duty and last until the employee has completed a total of six (6) months of probation.

The District reserves the right to terminate a probationary employee's employment for any reason, except those specified in Article 8 Section 2 until they have completed such probationary periods as outlined above. Any employee terminated under this provision shall have no recourse to the Grievance Procedure.

Employees promoted/reclassified or who have transferred from another section or division within the Department shall serve a probationary period of six (6) months. The probationary period may be extended if the employee becomes unable to work full duty. The employee's probationary period will continue upon return to full duty and last until the employee has completed a total of six (6) months of probation. Employees who are on promotional/reclassification probation may be demoted to their previous rank, or moved to their former position for performance reasons, and the pay will be adjusted to the previous job classification. Employees on probation will be regularly evaluated.

### ***Section 5: Termination of Seniority***

Seniority and the employment relationship shall terminate when an employee:

- A. Resigns.
- B. Is discharged for just cause.
- C. Is absent for two (2) consecutive unexcused work shifts.
- D. Is laid off for a continuous period of thirty-six (36) months or more.
- E. Fails to report at the end of a leave of absence.

### ***Section 6: Layoff According to Seniority***

Whenever it becomes necessary to reduce the work force, the employee(s) will be reduced in rank by classification in accordance with their Departmental seniority to the previously-held classification or a lower classification for which the employee is qualified. It has been mutually agreed to establish classification seniority for Lieutenants, Firefighter/Paramedics, Firefighter/EMTs, Engineers, EMS Team Paramedic, EMS Team EMT, Communicators, Fire Inspectors and Plans Examiners.

### ***Section 7: Notice of Layoff***

Whenever possible, notice of layoff will be given six (6) weeks in advance to an employee, but in no event less than two (2) weeks' notice except due to conditions beyond the control of the District (such as fire, flood, hurricane or other acts of God, civil disturbances and threats of harm).

### ***Section 8: Laid-off Employees Retain Seniority for Thirty-Six (36) Months***

Employees on layoff for thirty-six (36) months or less and who are recalled will maintain their seniority date and continuous service date for purposes of District benefits.

### ***Section 9: Recalls in Accordance with Seniority***

Employees who have been laid off as a result of the curtailment of operations shall be recalled by classification in accordance with their seniority. Recalls in accordance with seniority shall occur prior to the District offering to fill any bargaining unit vacancies from within or attempting to hire any vacated bargaining unit positions through public notice.

### ***Section 10: Recall Procedure***

A laid-off employee shall be notified of the recall by telephone and certified mail at least twenty-one (21) days prior to the date the employee is required to report. A copy of any such written notice shall be mailed to the Union.

**Section 11: Correct Address and Telephone Number**

Failure of an employee to notify the Human Resources (HR) Department, Fire Department Administration and the Union of an address and telephone number change will relieve the District and the Union of its responsibility of notification to the employee under any Article of this Agreement.

**Section 12: Failure to Report from Layoff**

An employee who fails to report for work as scheduled on recall from a layoff shall be considered to have voluntarily terminated employment, unless such employee has notified the District of personal illness or a death in the immediate family prior to the date the employee was scheduled to report to work.

**Section 13: Promotion to Non-Bargaining Unit Position**

Any employee promoted to a non-Bargaining Unit position in the Fire Department shall retain and accumulate seniority for a period not to exceed one (1) year from the date of accepting such position.

**Section 14: Longevity Incentive**

Starting at Step 3 in the pay scale, an employee shall receive a 0.5% incentive for all hours paid based on their straight time rate of pay. The incentive shall not be included in regular rate of pay for the purposes of calculating overtime. For each subsequent step, an additional 0.5% incentive is added until such time as the employee reaches 5%. No additional increases shall occur for subsequent steps.

STEP 3	0.5%	STEP 9	3.5%
STEP 4	1.0%	STEP 10	4.0%
STEP 5	1.5%	STEP 11	4.5%
STEP 6	2.0%	STEP 12	5.0%
STEP 7	2.5%	STEP 13	5.0%
STEP 8	3.0%	STEP 14	5.0%

## **Article 15 - Discipline, Standards of Conduct and Discharge**

### ***Section 1: Standards of Conduct***

High standards of conduct are necessary to preserve the District's public image and to ensure a safe and effective working atmosphere.

### ***Section 2: Discipline for Sufficient Reason***

- A. The District has a right to issue reprimands, suspend, discharge, or otherwise discipline any employee for just cause, and this right is reserved exclusively to management. All officers and District officials have the duty to administer timely correction to ensure efficiency, good order and morale. Properly administered discipline is designed to prevent the need for later and more severe corrective action. The District will make its determination based upon the facts, circumstances and severity of the case giving due consideration to the employee's prior work record and longevity. Any employee who feels that the discipline is unwarranted shall have recourse to the Grievance and Arbitration Procedures provided in this Agreement
- B. Employees will be advised they have the right to the presence and advice of a Union Representative before any disciplinary action, or questioning for the purpose of such action is taken. The District will make reasonable efforts to accommodate requests for specific Union representation when said representative is readily available on shift.
- C. Employees, upon request, may review their personnel file with supervision. Such requests will be honored as soon as is reasonably practical.

### ***Section 3: Disciplinary Procedures***

- A. For the purpose of this section, coaching/counseling is not considered disciplinary action and is intended to identify and correct deficiencies and to avoid the need for future disciplinary action.
- B. Oral and written reprimands will be considered active for a period of one (1) year. Suspensions shall be considered active for a period of two (2) years.
- C. Bargaining Unit employees will not be required to conduct investigations of other Bargaining Unit employees. The only exception to this would be in the case of the Safety Committee investigating job-related accidents or illnesses.
- D. **Verbal Reprimands**  
Verbal reprimands may be given for less serious violations and will specifically state the nature of the violation. They shall also be signed by the employee, not in admission of the offense, but in acknowledgment that a copy of the reprimand has been delivered to the employee.

**E. Written Reprimands**

Written reprimands may be given after a verbal reprimand for the same offense or where the offense is of a more serious nature (but not serious enough to warrant suspension or discharge). When the District reduces a reprimand to writing, it will specifically state the nature of the violation and shall be signed by an officer, who will present and discuss the reprimand with the employee. It shall also be signed by the employee, not in admission of the offense, but in acknowledgment that a copy of the reprimand has been delivered to the employee.

**F. Suspensions**

Disciplinary suspensions may be given after a written reprimand for the same offense or where the offense is of a more serious nature (but not serious enough to warrant discharge). When the District issues a disciplinary suspension, it shall be reduced to writing in the form of a written record and will specifically state the nature of the violation. It shall be signed by an officer, who will present and discuss the suspension with the employee. It shall also be signed by the employee, not in admission of the offense, but in acknowledgment that a copy of the written record has been delivered to the employee. For non-criminal offenses, employees may be suspended without pay during a formal investigation up to a maximum of 2 weeks. After that time, the employee will be placed on paid investigative leave. For criminal offenses, employees may be placed on unpaid investigatory suspension throughout the criminal proceedings.

**G. Discharge**

Any employee may be discharged for just cause, which may include, but is not limited to the following:

1. Insulting, arguing, being discourteous, or using profane language in the presence of the public.
2. Initiating a physical assault on another employee.
3. Assault and/or battery.
4. Falsification of records, such as medical forms, time cards, employment applications, departmental records, etc.
5. Using, being in possession of, or being under the influence of narcotics, intoxicants, drugs or hallucinatory agents during working hours or reporting to work under such condition; possession or sale of narcotics, illegal drugs or hallucinatory agents on or off duty; or attempt to sell, procure, or abuse illegal, controlled substances or alcoholic beverages while on duty or while operating or riding in or on the District's equipment.
6. Conviction of or plea of guilty to any morals charge or of a felony.
7. Violation of operating rules and procedures which may result in intentional damage to District property with significant financial cost or in bodily injury.
8. Gambling while on duty.
9. Sleeping during active work hours without permission.
10. Insubordination.
11. Unexcused or unreported absence of two (2) shifts.
12. Leaving work assignment without approval of an Officer.

## **Article 16 - Investigations**

### **Section 1: Definitions**

- A. "Informal inquiry" means a meeting by supervisory or management personnel with an employee about whom an allegation of misconduct has come to the attention of such supervisory or management personnel. The purpose of such meeting is to mediate a complaint or to discuss the facts to determine whether a formal investigation should be commenced.
- B. "Interrogation" means the questioning of an employee by the employer in connection with a formal investigation or an administrative proceeding, excluding Civil Service or arbitration. Questioning pursuant to an informal inquiry shall not be deemed to be an interrogation.
- C. The District will make every effort to ensure that investigations are initiated within thirty (30) days of becoming aware of the alleged occurrence. All investigations shall be completed, and discipline, if any, meted out within ninety (90) days from the initiation of the formal investigation.

### **Section 2: Informal Inquiries**

The employer will be permitted to conduct "informal inquiries" and thereby avoid the requirement of a "formal investigation" but only under the following circumstances:

- A. An "informal inquiry" normally relates to matter of a routine and non-criminal nature.
- B. It shall normally be conducted by the employee's immediate supervisor or other Fire Department management, in a one-on-one setting during the employee's regularly scheduled working time and at their regularly assigned duty station.
- C. It shall be conducted without a verbatim (taped or otherwise) record made of the inquiry except by mutual consent.
- D. The inquiry shall not be initiated without first offering the employee Union representation. The employee shall be entitled to Union representation throughout the informal inquiry process.
- E. If a law enforcement agency has initiated any of the charges, the employee shall be so advised.
- F. During an inquiry or investigation which the employer deems it an informal inquiry, the employee has the right at any time to have the inquiry halted and treated as a formal investigation.

- G. It shall be conducted when the employer reasonably believes that the action would warrant a verbal or written reprimand. If an employee has past conduct or performance issues and the disciplinary action could warrant a suspension or termination, an informal inquiry should not be conducted and a formal investigation initiated. If through the informal inquiry process it is determined that suspension or termination could be warranted, the proceedings should stop and a formal investigation should be initiated.

### ***Section 3: Interrogations - Formal***

When an internal administrative investigation is initiated by the District against an employee and where a statement is required from the accused employee, the interrogation shall be conducted under the following conditions:

- A. The interrogation shall be conducted at a reasonable hour, preferably while the accused is on duty, unless the seriousness of the investigation is of such degree that an immediate action is required. If the accused is off duty at the time of the interrogation, the time spent by the accused in the interrogation shall be considered time worked and appropriately compensated. If it occurs while on duty, a commanding officer or a supervisor of the accused shall be notified of the interrogation.
- B. If the interrogation is conducted by or for the District, it shall take place in a District building, whenever possible.
- C. The accused shall be informed of the right to Union representation as well as the rank, name, and command of the officer in charge of the investigation, the interrogating party and all persons present during the interrogation. All questions directed at the accused shall be asked by one interrogator at any one time.
- D. Prior to an interrogation beginning, the accused shall be informed in writing of the nature of the investigation. This shall include the regulation(s) allegedly violated, the date and time of the alleged violation if applicable, and a general description of the circumstances of the alleged misconduct. The accused shall be informed beforehand of the names of all complainants. All identifiable witnesses shall be interviewed, whenever possible, prior to the beginning of the investigative interview of the accused. All witness statements, supporting documentation and/or evidence used in the investigation shall be provided to the accused prior to the start, but not less than one (1) hour, of the accused employee's interrogation. All complainants or witnesses shall submit a signed statement, either created by the employee or the investigator.
- E. Interrogations shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.

- F. The accused shall not be subjected to abusive or offensive language or threatened with transfer, dismissal or other disciplinary actions. No promise, reward, threat, or action shall be made as an inducement to answering any question.
- G. No mechanical device, including, but not limited to polygraph, psychological stress evaluator, et al., shall be forced onto an accused, nor shall disciplinary action be taken against an accused that refuses to submit to such testing.
- H. A complete record of any interrogation shall be made, and if a transcript of such interrogation is made, the employee under investigation shall be entitled to a copy without charge. Such record may be electronically recorded.
- I. Nothing contained in this Article shall constitute a waiver of employee rights granted under *Florida Statute Section 112.8.2*.

## **Article 17 - Grievance and Arbitration Procedure**

### **Section 1: Definitions**

#### **A. Grievance**

A grievance, within the meaning of this procedure, is defined as a dispute or difference of opinion between the parties concerning the meaning, interpretation, application or alleged violation by the District of this Agreement.

#### **B. Time Limits**

The parties recognize that it is important that grievances be processed and resolved as rapidly as possible; therefore, the number of days specified in each section, subsection, and sentence of this article shall be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may be extended by mutual agreement as evidenced by a waiver in writing signed by the District Labor Relations Officer or the designee and a Union official; otherwise, the grievance shall be regarded as withdrawn and considered as settled on the basis of the District's answer in writing at the last step of the grievance procedure by the Union.

### **Section 2: Grievance and Arbitration Procedure**

#### **A. Step One (1)**

Any employee believing that they have suffered a grievance shall discuss the matter with the Commander, Assistant Chief or Deputy Chief, whoever initiated and authorized the basis for the grievance, within twenty (20) business days (as defined in Article 17, section 3C) of the grievant's knowledge of the incident or from when the grievant should have reasonably known of the incident. The employee may choose whether to discuss the matter with or without the assistance of a Union representative. In the event that an initial resolution is reached without Union representation, the Union shall be informed of the issue and resolution. Any resolution made at Step One of the grievance procedure shall be made without precedent or prejudice to either party and shall not be utilized in any fashion as interpretation of the Collective Bargaining Agreement. Should the Union believe that the resolution does not conform to this Agreement, the Union may file a written grievance at the appropriate step.

#### **B. Step Two (2)**

If the grievance has not been satisfactorily resolved at Step One, the aggrieved employee or the Union may, within five (5) business days following the answer at Step One, present a written grievance to the Fire Chief.

In the event of a grievance filed at Step Two by an employee without Union involvement, the Fire Chief, shall forward the grievance to the Union office. The Union may, within five (5) business days of the receipt of the grievance, amend the original grievance and file the amended grievance with the Fire Chief.

The Fire Chief, or the designee, shall obtain the facts concerning the alleged grievance and shall, within five (5) business days of receipt of the grievance from Step One or within five (5) business days of receipt of the amended grievance, conduct a meeting with the aggrieved employee and the Union representative.

The Fire Chief, or the designee, will notify the employee and the Union of this decision, in writing, within five (5) business days after the grievance was received and/or following the meeting date, whichever date is later.

**C. Step Three (3)**

If the grievance is not satisfactorily resolved at Step Two, the aggrieved employee or the Union may, within five (5) business days following the answer at Step Two, present the written grievance to the District Labor Relations Officer.

In the event of a grievance filed at Step Three by an individual employee without Union involvement, the District Labor Relations Officer shall forward the grievance to the Union office. The Union may, within five (5) business days of the receipt of the grievance, amend the original grievance and file the amended grievance with the Labor Relations Officer. The District Labor Relations Officer, or the District Labor Relations Officer's designee, shall obtain the facts concerning the alleged grievance and shall, within ten (10) business days of receipt of the grievance from Step Two, or within five (5) business days of receipt of an amended grievance, conduct a meeting with the aggrieved employee and the Union Representative. The District Labor Relations Officer will notify the employee and the Union of this decision in writing within ten (10) business days after the grievance was received and/or following the meeting date, whichever date is later.

**D. Step Four (4)**

The Union, or the grievant if not represented by the Union, may within twenty (20) business days after receipt of the decision from Step Three, give to the District a written notice of its desire to submit the matter to arbitration.

1. The arbitrator shall be selected from a panel of arbitrators furnished by the Federal Mediation and Conciliation Service or the American Arbitration Association. The Rules of the Federal Mediation and Conciliation Service shall govern the selection of an arbitrator and the conduct of the arbitration hearing. However, upon mutual agreement, the parties may utilize the Expedited Labor Arbitration Rules of the American Arbitration Association.
2. Within ten (10) business days from the receipt of the notice to arbitrate provided by the Union to the District, a letter shall be directed by the Union to the Federal Mediation and Conciliation Service or the American Arbitration Association, requesting a list of arbitrators. Either party may, in its sole discretion, reject the initial list provided to the parties and request a second list.

Within ten (10) business days after receipt of the list of arbitrators, the parties shall strike names. The Union and the District will alternately eliminate one at a time from said list of persons not acceptable until only one remains and this person shall be the arbitrator. The District and the Union will alternate in the right to first strike names in successive arbitrations.

3. As promptly as possible after the arbitrator has been selected, the arbitrator shall conduct a hearing between the parties to consider the subject matter of the dispute. The decision of the arbitrator will be served upon the aggrieved employee, the Union and the District, in writing. It will be the obligation of the arbitrator to the District and the Union to make every effort to rule on the case(s) heard by the arbitrator within thirty (30) calendar days of the hearing.
4. The power and authority of the arbitrator shall be limited to the application and interpretation of the terms of the Agreement as herein set forth. The arbitrator shall not have the power or authority to add to, subtract from or modify any of the terms or conditions or to limit or impair any right that is reserved to the District, the Union, or the employee(s), or to establish or change any rate of pay which has been set by this Agreement.
5. The decision of the arbitrator is final and binding on both parties and the grievance shall be considered permanently resolved.
6. Each party shall make arrangements for the witnesses called by its side for the arbitration. The District will cooperate reasonably in releasing employees to testify; however, the parties recognize that employees may also have to utilize shift exchange for availability to testify.
7. The expense of the arbitration shall be borne equally by the parties. Each party shall bear all costs of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for the record and/or stenographic services. Where the Union is not a party and does not represent the aggrieved employee in an arbitration proceeding, the employee will bear one-half (1/2) of the cost of the compensation and expenses of the arbitrator. In these instances, the District may require the grievant to make an appropriate deposit of cash, money order, or certified check to be held by the District in escrow toward payment of the arbitration costs. If there is a dispute as to the appropriate deposit, said dispute shall be submitted, in writing, to the arbitrator for resolution prior to the hearing. This deposit must be made at least ten (10) days prior to the date of the scheduled arbitration hearing.

### ***Section 3: Rules of Grievance Processing***

- A. Each successive step in this procedure must be followed in order. In the case of suspension or discharge, or a grievance involving District policy, the grievance shall be filed at Step Three. In the case of discharge, the grievance shall be initially filed at Step Three.
- B. Each party shall make arrangements for the witnesses called by its side at each step in the procedure. The District will release on duty employees with no loss of pay for attendance at Step Two and Step Three grievance meetings, provided that said requests are reasonable.
- C. All days listed in this Grievance Procedure are business days, defined as Monday thru Friday, with District designated holidays and weekends excluded.  
Copies of the grievance responses at each step will be forwarded to the District's Human Resources (HR) Department and the Union office by the responding party.

## Article 18 - Uniforms, Equipment and Personal Appearance

### Section 1: Work Uniforms, Protective Clothing and Equipment

- A. The District will furnish, at its expense, the following work uniforms, protective clothing and equipment. When the employee requests a replacement and the District determines the replacement is necessary, the District will replace uniforms, clothing, and equipment as they become unserviceable or obsolete. Replacement shall be made on a one for one basis, unless otherwise noted below and shall be replaced within a reasonable period of time. Unserviceable equipment will be returned to the District and will not be reissued. Employees assigned to one classification but working in another will not be issued duplicate equipment.

All personnel shall be issued identification cards and uniform patches for their appropriate certifications.

Female specific uniform items will be made available upon request.

Uniform allotment shall in be in accordance with Table 18-1 below, which shall be provided until the District switches to a point-based uniform distribution system.

<b>Table 18-1: Uniform Allotment</b>	<b>24-Hour Shift Personnel</b>	<b>Paramedic/ EMT</b>	<b>Communicators</b>	<b>Fire Prevention</b>
Polo Shirts <sup>B</sup>				5
Class B Short Sleeve Shirts	2	2	2	2
Work Trousers <sup>B</sup>	7	7	2	7
T-shirts <sup>A</sup>	7	7	2	5
Work Shoes <sup>B, C</sup>	1	1	1	1
Black Belt <sup>B</sup>	1	1	1	1
Three-in-One Jacket	1	1	1	1
Job Shirt	1	1	1	1
Baseball Cap <sup>A</sup>	1	1	1	1
Gym Shorts <sup>A</sup>	3	2	2	2

<sup>A</sup> - Issued once per fiscal year, as requested by the employee

<sup>B</sup> - Provided as needed

<sup>C</sup> - Must meet specs provided by the Fire Chief. \$250 reimbursement provided with receipt

S.O.A.R. Team members will receive S.O.A.R. Team T-shirts in place of the standard Department-issued T-shirts.

Every effort will be made to keep a reserve stock of common uniform items on hand.

**B. Specialty Teams**

Specialty Team members will be issued equipment, protective gear and clothing appropriate and designed for the task and/or the environment as determined by the Deputy Chief of Operations.

**C. Protective Gear**

The District will assure that sufficient numbers of pocket resuscitators, TB facemasks and ear protectors are on all response vehicles.

The District will provide all required personal protective equipment and gear required to perform the essential job functions of the position (bunker gear, etc.). It is the District's intent to have two (2) sets of bunker gear issued to suppression personnel by the end of this Agreement.

Upon request, Fire Prevention personnel will be provided prescription safety glasses/goggles once per Agreement term.

**D. Class A Uniforms**

All personnel covered by this Agreement will be issued a full Class A Uniform. The District will provide all tailoring for Class A uniform jackets and pants/skirts.

***Section 2: Laundry and Cleaning of Clothing Paid by District***

The cleaning or laundering of the work uniforms (workpants, work-shirts, polo-style shirts and other apparel listed in Section 1A) shall be the responsibility of the employee. If a uniform becomes contaminated, the employee will utilize on-site decontamination with extractor/washer units or refer to the Logistics Officer or their designee for further mitigation. The District is responsible for supplying all items listed in Section 1A. The District shall supply each employee the equivalent of \$5.00 per pay equaling \$260.00 annually for laundry/cleaning costs.

The District shall provide each station with a washer and dryer. A supply of laundry detergent shall be provided for each station and restocked as needed by the District. The washer and dryer provided shall not be used for the decontamination of bunker gear which may be done using the extractor/washer unit.

***Section 3: Penalty for Lost Clothing or Misuse of Clothing***

Each employee will be required to sign an authorization to enable the District to deduct from the employee's wages the amount of money necessary to replace, except for normal use, the employee's District-furnished clothing, safety devices and/or equipment, in the event the clothing, safety devices and/or equipment is not returned when required, is defaced or is willfully damaged. An employee, who willfully defaces, destroys or misuses District-furnished clothing, safety devices and/or equipment is subject to disciplinary action, including dismissal. The employee will not be held responsible for clothing lost while being laundered by the District, nor will the employee be held responsible for protective clothing or equipment stolen from areas over which the employee has no control.

***Section 4: Personal Appearance Rules Set Forth in Writing***

It is recognized that the District may make and enforce rules relating to personal appearance. Such rules shall be in writing.

Tattoos located on the face, head, neck or hands shall be prohibited. Visible tattoos elsewhere on the body shall be permitted, however they shall not contain offensive language, symbols, or nudity.

Hair, including facial hair, must allow for proper fit of all personal protective equipment (PPE), including SCBA, respirators, and N95 mask seals. Hair length will not be limited, but must allow for proper fit of all required PPE. Hair longer than shoulder length shall be pulled back in a bun, ponytail or other approved method. Conservative braided or dreadlock hairstyles without beads or ornamentation shall be permitted. For the purpose of determining proper fit of PPE, the Fire Chief shall reserve the right of final approval and the Fire Chief's determination shall not be subject to the grievance process of Article 17.

***Section 5: Clothing, Safety Devices and/or Equipment Not To Be Worn Off-Duty***

District-furnished protective clothing, safety devices and/or equipment shall remain on the premises unless the employee receives permission to remove such clothing, safety devices, and/or equipment from District premises.

***Section 6: Payment for Lost or Damaged Personal Property***

The District agrees to reimburse the full cost for prescription eye glasses not to exceed four hundred fifty dollars (\$450), and up to one hundred-fifty dollars (\$150) for wrist watches damaged or lost in the line of duty. The employee must provide adequate proof of such damage or loss, the circumstances of the event, and proof of the original purchase price to the Deputy Chief.

## **Article 19 - Safety and Health**

### ***Section 1: District Responsibility***

The District will continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. The District agrees that it will furnish and maintain sanitary toilet facilities, washrooms, kitchens, lockers, changing and sleeping quarters for all employees working twenty-four (24) hour shifts covered by this Agreement.

The District shall be in compliance with State and Federal guidelines concerning blood-borne pathogens. It is the responsibility of the District to provide and maintain safe working conditions, tools, equipment, and work methods for its personnel. No members of the Union shall be disciplined in any manner for initiating a complaint and/or grievance regarding safety and/or environmental conditions of their assigned station.

The District agrees to locate office/work areas for EMS Team personnel in each location they are stationed. The District further agrees to secure appropriate furnishings for the space. However, it is understood that there are limitations upon the District in this regard since the District does not own or control the property where these sites are located. It is acknowledged that it is the District's intention to provide furnishings and facilities, or access thereto, as similar to those provided at the stations as practical.

### ***Section 2: Employee Responsibility***

All employees shall obey the District's safety and health rules.

### ***Section 3: Health, Fitness and Wellness***

A Wellness Program shall be established and is optional for all employees of the Fire Department but it is highly encouraged that all employees participate in the wellness program.

#### **A. Wellness Committee**

A Wellness Committee will be established and will consist of three (3) members and a Program Coordinator appointed by the Union President. The committee will meet with the Fire Chief or the designee at least (4) four times a year to recommend equipment needs, guest speaker possibilities, future goals of the program and progress. In addition to exercise selections, the committee will also evaluate the need for new or different equipment in each station.

#### **B. Program Coordinator**

To be eligible for this position, a member of the bargaining unit must hold Certified Personal Trainer Certification in the Department's selected CPT program. There will be no additional compensation for this position.

**C. Certified Personal Trainer**

These persons will be members of the Bargaining Unit who successfully complete the Department's selected Certified Personal Trainer's Program. The Certified Personal Trainers will serve as wellness consultants for Department personnel. Additionally, the CPTs will administer the annual advanced physical fitness assessment for all special risk personnel, under the oversight of the Training Section. The District agrees to maintain up to twelve (12) CPTs, including supporting requests to maintain the certification.

**D. Implementation of the Wellness Program**

The Wellness Program may consist of a combination of exercise and classes relating to the employee's overall health and well-being. Each class may be recorded and placed on to the computer network for all employees to utilize at their convenience.

**Section 4: Medical Surveillance Examinations**

- A. Each employee certified as a Firefighter and/or classified as a Firefighter/EMT, Firefighter/Paramedic, Engineer, and Lieutenant will be required to undergo an annual medical surveillance physical examination, as per the 2013 edition of the NFPA 1582 *Standard on Comprehensive Occupational Medical Program for Fire Departments*, conducted by a licensed physician designated and paid for by the District and scheduled on duty time.
- B. Every employee outlined in Section A above is required to have completed the Department annual physical in each calendar year. Employees who do not complete their annual physical by the end of the calendar year will be placed on unpaid leave and subject to the disciplinary process. Employees who miss the opportunities offered by the District to attend an annual physical appointment shall be responsible to "make up" the appointment on their own time, while off duty, and will not be paid for time spent attending the physical. Exceptions will be made for personnel out on approved leaves of absence.
- C. All other employees not outlined in Section A above will be offered a basic annual physical examination by the District's medical services provider as requested by the employee. It will not be an NFPA 1582 physical examination.

The annual medical surveillance examination shall also include:

- 1. Chest X-ray (every five (5) years until the age of forty (40), every two (2) years at the age of forty (40) through the age of fifty (50), and every year over the age of fifty (50) unless required more frequently by the District's medical services provider, or as per the 2013 edition of the NFPA 1582 standard or based upon objective medical evidence or upon request of the employee.)

2. Stress EKGs with or without echocardiography or radionuclide scanning may be performed as a part of the yearly physical at the District's expense and where it is determined appropriate as determined by the District's medical services provider or as provided by the 2013 edition of the NFPA 1582 standard.

At times scheduled by the District, on-site medical surveillance examination will be conducted by Life-Scan, Site-Med, or any similar provider selected by the District. Management will schedule employees for the examination. On-duty employees who are examined on-site will not be compensated; off-duty employees who are examined on-site will be compensated.

- B. In addition to the above, those specifically designated for the S.O.A.R. Team will undergo the following except as otherwise noted:

1. Blood Tests to include: Glucose, BUN (Urea Nitrogen), Creatine , BUN Creatine Ratio, Uric Acid, Calcium, Phosphorus, Cholesterol, Triglycerides, Total Bilirubin, LDH, Alkaline Phosphates, SGOT, SGPT, Protein, Albumin, Globulin, A/G Ratio, Sodium, Potassium, Chloride, CO<sub>2</sub>, Anion Gap, \*All Metals, \*Cholinesterase, \*Hydrocarbons.

These items designated by an asterisk (\*) are only required to be tested every two (2) years and will be included in a last test prior to leaving the S.O.A.R. Team whether by request, status change, or retirement.

2. Stress EKG will be provided every two (2) years to personnel over the age of forty (40). NOTE: If requested by the examining physician or the District's Medical Services' provider, a Stress EKG will be performed regardless of the employee's age.

The primary purpose of this program is to identify and inform personnel of possible occupational health risks. Employees will normally be notified within thirty (30) days of any abnormal finding requiring medical follow-up. All follow-up medical appointments will normally be made during on-duty time if possible.

Upon request, personnel may obtain a copy of their medical records from the medical facility.

Upon any exposure (as defined by O.S.H.A. and/or current NFPA standard or guideline) a medical evaluation will be provided, including follow up and treatment.

If the District's medical services provider determines that an employee is unable to successfully complete and/or pass the aerobic capacity test (as referenced in A-2 and B-2 above), the District will make every effort to provide a limited duty position or another open position for which the employee may be qualified (e.g. EMS Team, Inspector, etc.) to the employee for a period of no less than six (6) weeks following the unsuccessful aerobic capacity test.

The District is not required to create a limited duty position, nor is the employee permitted to reject an offer of a limited duty or alternate duty position for which the employee is qualified. If the District is able to provide the employee with such a position, the District will allow the employee two (2) hours of time each workday the employee is in the limited duty or alternate duty position to exercise consistent with an established exercise and fitness regimen.

The employee will be required to re-take the aerobic capacity test six (6) weeks following the unsuccessful aerobic capacity test. If the employee successfully completes the aerobic capacity test, the employee will be returned to their regular job duties. If the employee does not successfully complete the aerobic capacity test, the employee will be granted a medical leave of absence beginning the business day following the unsuccessful aerobic capacity test, not to exceed a period of one (1) year, in accordance with Article 20, Sections 5 and 6.

The employee will be permitted to re-take the aerobic capacity test no earlier than twelve (12) weeks following the unsuccessful re-test.

#### ***Section 5: Safety Committee***

The purpose of the Safety Committee shall be to review and analyze work-related safety concerns, accidents, deaths, injuries and illnesses. The committee may submit recommendations to the Fire Chief pertaining to equipment and unsafe or hazardous working conditions. The Fire Chief may act upon the committee's recommendations or may review, consider, investigate or implement changes to policies and/or procedures as appropriate.

Representatives of the District and Union will cooperate in the enforcement of all rules and practices to further safe and sanitary working conditions. Four (4) representatives from the District and four (4) from the Union shall form a Safety Committee to further this purpose. The committee shall meet on a quarterly basis provided agenda items are available to discuss. Agenda items may include such issues as: specifications for protective clothing, equipment and apparatus; review of work related accidents; alleged hazardous conditions. Any two (2) members of the committee may request a meeting with fourteen (14) calendar days' notice. The request must be submitted in writing to the Fire Chief setting forth the need for the meeting and items to be discussed.

The District may hold safety meetings with required attendance by every employee covered by this Agreement, on work time, as a means of improving safety and educating employees in safe practices. A Union representative may attend such meetings.

#### ***Section 6: Safety Clothing and Equipment***

When the District shall, for safety purposes, require the use of protective clothing, shoes, safety devices and/or equipment, they will be furnished without cost to the employees.

**Section 7: Standards**

The District will purchase and provide equipment, protective clothing and devices that meet or exceed recognized safety standards (which may include, but not be limited to, the State of Florida Workers' Compensation Rules, NFPA Safety Standards, Federal Standards, U.L., U.S.B. of Mines, OSHA, NIOSH) for the tasks to be performed and will continue to evaluate the performance and reliability of new equipment as it becomes available.

**Section 8: Physical Examinations**

Applicants for employment with the District may be required to undertake a post-offer, conditional-employment medical examination. Examinations will be conducted by a licensed physician designated and paid for by the District.

An employee may be required by the District to submit to a medical examination, based upon objective and reasonable facts and observations, in the following situations:

- A. When the District needs to determine whether an employee is able to perform the essential functions of a position with or without accommodation and/or whether the employee can perform the essential functions of a position, with or without reasonable accommodation, without directly threatening the employee's health or safety or that of others.
- B. When the District concludes that it must determine whether reasonable accommodation is required or where an employee has requested accommodation, including the nature and extent of such accommodation.
- C. When the District concludes it must acquire medical advice to determine whether a local, state or federal health or safety standard can be satisfied.
- D. When the District is obligated by law to assess, monitor and/or maintain a record of an employee's health status.

The District reserves the right to require an employee to undergo a medical examination by a licensed physician designated by the District at the District's request. If the employee disagrees with the medical opinion of the District-designated physician, the employee may select, at the employee's expense, a physician to conduct the District-required medical examination. The results of that examination must be submitted to the District-designated physician for concurrence. In the event the two (2) physicians cannot agree, the District and the employee shall select a third physician whose decision shall be binding upon the parties. The cost of the third physician shall be paid jointly by the District and the employee.

Employees who the District determines are not able to perform the essential functions of a position, with or without accommodation, or who pose a direct threat that cannot be reasonably accommodated will be considered for reassignment to vacant positions. The District shall not be required to create "light duty" positions for permanently disabled employees. In those instances where reassignment or other reasonable accommodation is not available, the employee shall be granted a medical leave in accordance with Article 20. Employees returning to their jobs from medical leave under this section shall not have their seniority interrupted.

***Section 9: Employee Rights***

An employee's rights to disability, worker's compensation, or other benefits are not affected by the provisions of this Article.

***Section 10: Employee Immunizations***

The District shall offer immunizations as recommended by the District's medical provider.

## **Article 20 - Leaves of Absence**

### ***Section 1: Family and Medical Leave Act***

The District and the Union acknowledge that the provisions of the Family and Medical Leave Act apply to employees working under this Agreement. Thus, nothing in this Agreement shall be construed as being inconsistent with the requirements of the Act.

### ***Section 2: Personal Leave of Absence***

An employee's request for a personal leave of absence not to exceed thirty (30) days will be granted, without pay, for good cause, if the employee's services can reasonably be spared. All leaves of absence will be granted in writing. No leave of absence will be extended beyond thirty (30) days, nor more than one (1) unpaid leave granted in any twelve-month period, except for compelling reason. In the event that a personal leave exceeds sixty (60) days, continuation of the employee's health care coverage will be subject to COBRA. Continuous service will be accrued for all benefits which are based on length of service.

### ***Section 3: Leave for Union Business***

One (1) employee during the term of this Agreement will be allowed a reasonable period of leave without pay not to exceed four (4) years, if elected, to hold a full-time office with the International Association of Firefighters or the Florida Professional Firefighters or who is elected and actively serving at the state or federal level as a member of the legislature or congress.

### ***Section 4: Military Service Leave***

Military Service leaves will be granted in compliance with federal and state legislation.

### ***Section 5: Medical Leave***

- A. An employee who is unable to perform the essential functions of their regular duty/ permanently assigned position, with or without accommodation, due to a health condition shall be eligible for up to twelve (12) months of medical leave under the following conditions:
  - 1. All reasonable attempts will be made to hold a virtual, telephonic, or in-person meeting between the employee and a member of Human Resources or its designee once an employee reaches ninety (90) days in a 12 month period of consecutive or intermittent assignment by use of: (1) temporary modified duty, (2) a Medical Leave from the employee's regular duty/permanently assigned position, or (3) a combination of both. The purpose of this meeting will be to review the workers comp process, and to provide any assistance in facilitating the employee's recovery and return to work process. These meetings will occur at every 90 day interval. Due to the employee's HIPAA rights and possible disclosure of personal health information, only the employee can allow an elected, and actively serving, member of Union leadership to attend

the initial and subsequent ninety (90) day meetings. No other members of the District staff or union will participate in the meetings without approval from both the employee and a member of Human Resources.

2. Prior to 180 days of medical leave, the employee must have a follow up appointment with the district appointed medical care provider, and that provider certifies that the employee should be reasonably expected to return to full duty with no restrictions within the following six (6) months.
  3. Prior to 270 days of medical leave, the employee must have a follow up appointment with the District appointed medical care provider, and that provider certifies that the employee should be reasonably expected to return to full duty with no restrictions within the next three (3) months.
  4. If the District's medical care provider is unable to provide certification of the employee's expectation to return to full duty at either the six (6) or nine (9) month follow up, the employee is entitled to seek a second opinion at a provider of their choosing, at their own expense. Should the District's medical care provider, and the medical provider giving the 2nd opinion contradict each other, the District shall provide a 3rd provider at the District's expense, and the employee will be subject to the final ruling of said provider.
  5. Should an employee become medically separated after the six (6), nine (9) or twelve (12) month timelines, and then subsequently be returned to a full duty status, and the District conducts a hiring process within the following 24 months from time of separation, the separated employee is entitled to reapply for the position, and should they pass all of the hiring requirements, shall be placed at the top of the list to hire. The employee rehired will regain the years of seniority prior to being medically separated, however any time that passes while separated shall not be applied for the purpose of seniority. Employees who have an active suspension or last chance agreement in force at the time of separation will not be eligible for placement at the top of the list in the rehire process.
- B. An employee requesting a medical leave of absence must provide a written statement from the treating physician documenting the reason for the leave, the beginning date, and estimated duration of the medical leave. Failure to comply with this provision may jeopardize the employee's eligibility for a medical leave of absence.
- C. An employee who is granted a medical leave of absence shall retain and accumulate seniority during such leave. If eligible, an employee may request payment of earned sick leave and vacation benefits. Unpaid leave shall not extend beyond thirty (30) days when paid time off benefits are available.

- D. An employee who fails to return from medical leave of absence, or to seek a release to return to work from the medical leave of absence, will be considered to have voluntarily terminated.
- E. Medical leave will run concurrently with all other available and applicable leave for which the employee is eligible, including FMLA leave. Accordingly, if FMLA leave is taken for a reason that medical leave will also apply or be granted, medical leave will run concurrently with the FMLA leave regardless of whether the leave has been designated separately from FMLA leave as "Medical Leave."
- F. Employees eligible for medical leave may be offered or provided temporary modified duty assignments in accordance with the employee's work restrictions. Availability, assignment, work hours, length of assignment, and all other conditions of temporary modified duty assignments will be determined at the sole discretion of the District and based on operational needs of the District. The District is in no way obligated to provide temporary modified duty assignments and may end temporary modified duty assignments at its sole discretion. Employees with occupational injuries will receive priority for temporary modified duty assignments. If the District provides an employee with temporary modified duty at the employee's request, and in accordance with the employee's restrictions, the employee must report for an assignment when the District makes an assignment available. Any time spent by an employee working a light duty or temporary modified duty assignment due to a health condition that prevents the employee from performing any or all of the essential functions of the employee's regular duty/permanently assigned position with or without a reasonable accommodation, will be designated and tracked as medical leave under this Article. The Fire Department and/or Human Resources may review temporary modified duty assignments at its discretion. In no event may temporary modified duty assignments extend beyond twenty-four (24) weeks without review.

#### ***Section 6: Non-Occupational Medical Leaves Exceeding One (1) Year***

Those employees whose accumulated time on non-occupational medical leave of absence totaling up to one (1) year as outlined in Section 5 above, will have their employment with the District terminated. The one (1) year period is calculated on a cumulative, as opposed to a consecutive basis, as outlined below:

- A. When an employee returns from medical leave and works less than twenty-six (26) consecutive working weeks and is subsequently returned to medical leave, the employee will continue to accrue time toward the one (1) year cut-off described above.
- B. When an employee returns from medical leave and works for a minimum of twenty-six (26) consecutive working weeks, the employee will begin a new one (1) year period.

- C. When an employee returns to work and subsequently returns to medical leave due to an unrelated medical condition, the employee will begin a new one ( 1 ) year period.

***Section 7: Occupational Medical Leaves Exceeding One (1) Year***

Those employees whose accumulated time on occupational medical leave of absence totaling one (1) year as outlined in Section 5 above, will have their employment with the District terminated. The one (1) year period is calculated on a cumulative, as opposed to a consecutive basis, as outlined below:

- A. If an employee returns from medical leave and works less than twelve (12) consecutive working weeks and is subsequently returned to medical leave, the employee will continue to accrue time toward the one (1) year cut off described above.
- B. When an employee returns from medical leave and works for a minimum of twelve (12) consecutive working weeks, the employee will begin a new one (1) year period.
- C. When an employee returns to work and subsequently returns to medical leave due to an unrelated medical condition, the employee will begin a new one (1) year period.
- D. The District shall make a reasonable effort to provide limited duty work assignments to employees on occupational medical leave.

## **Article 21 - Boards of Inquiry**

### ***Section 1: Investigation of Hazardous Line-of-Duty Illness or Disability***

Upon any illness or disability to a member of the Department arising out of, or occurring under hazardous circumstances in the line of duty, a Board of Inquiry, consisting of the Fire Chief, the Union President, or their designees, and the District's Medical Services representative shall be convened, as soon as possible, to investigate such illness or disability.

The Board of Inquiry will conduct such investigations as it deems necessary and appropriate and may determine that such illness or disability shall be exempt from and not considered as ordinary sick leave, but shall in such event, be considered and classified as hazardous line-of-duty illness or disability. The Board of Inquiry's determination is final and binding on all parties.

### ***Section 2: Investigation of Hazardous Line-of-Duty Illness or Disability Pay***

Upon such determination by the Board of Inquiry, the employee shall be entitled to receive the employee's full salary for the duration of such disability; or until the employee is examined by a qualified physician and given a certificate that such disability is ended; or upon the expiration of one hundred eighty (180) days, whichever is the lesser period. Upon certification of a qualified physician, a recommendation of the Board of Inquiry, and approval of the District Administrator, the period of hazardous line-of-duty disability may be extended. The Board of Inquiry, in determining the classification of hazardous line-of-duty illness or disability, shall take into consideration the unusual, unexpected, hazardous and peculiar circumstances of the employee seeking such classification and may make such investigations and hold such hearings as it may consider necessary for fair determination of the matter. The affected employee may request union representation at such hearings. The determination of the employee's classification shall be at the sole discretion of the Board of Inquiry, and not an established right of any employee. The determination of the Board of Inquiry shall be final and binding on all parties.

### ***Section 3: Failure to Return from Medical Leave***

An employee who fails to return from medical leave of absence, or to seek a release to return to work from the medical leave of absence, will be considered to have voluntarily terminated.

### ***Section 4: Contracted Disease***

Any employee who contracts a communicable disease recognized by, and meeting the eligibility requirements within *Florida Statute Chapter 112.18, Public Officers and Employees: General Provision*, which results in total or partial disability or death, shall be presumed to have contracted the communicable disease in the line of duty, unless the contrary be shown by competent evidence.

## **Article 22 - Vacancies and Promotions**

### ***Section 1: Filling of Vacancies***

When it is determined by the District that an opening exists in any job classification represented by this Agreement, notices shall be distributed via the District's e-mail system to all Department employees stating the job title, job description, job duties and job prerequisites. Preference shall first be given for the filling of this vacancy to qualified employee(s) of the Fire Department. Employees shall submit a letter of intent to become a candidate for promotion, which shall include verification of how or when the listed requirements for the position have been met. All requirements in this Article must be met by the closing date of the posting.

- A. If the District's determination is that the qualified employees are not equal, the better qualified employee in the opinion of the District will be selected.
- B. If the District's determination is that two (2) or more employees are equally qualified for the same vacancy, the employee with the greatest seniority will be selected.
- C. If the District determines that no employee is qualified for the existing opening, the District shall be free to hire for that job from any source it sees fit.

### ***Section 2: Promotions – Engineer and Lieutenant***

Employees shall be promoted to the rank of Engineer and the rank of Lieutenant in accordance with the following:

#### **A. Eligibility Requirements - Engineer**

- 1. Must be an out-of-class Engineer for the Reedy Creek Fire Department, in accordance with Article 11, for a period of time not less than one (1) year. This year begins at the final sign-off date on the completion and certification of the Out-of-Classification / Move-Up Engineer packet. The year must be completed, and validated by the Training Section, by the closing date of the posting in order to proceed with the promotional assessment.
- 2. Must be employed with the Reedy Creek Fire Department as a Firefighter for a minimum of four (4) years.
- 3. Must possess a current State of Florida Fire Service Apparatus and Pump Operator's Certification.
- 4. Must have and maintain a State of Florida EMT or Paramedic Certification.
- 5. Must be Department-certified as a Hazardous Materials First Responder .
- 6. Must have successfully completed a forty (40) hour Aerial Apparatus

Operations' course approved by the Florida State Fire College or its equivalent as determined by the District.

7. Personnel file must not contain any active disciplinary action (written reprimand or suspension) within in the last twelve (12) months preceding the posting closing date.

**B. Testing System - Engineer**

1. A written examination will be administered to measure the major skill and ability dimensions of the candidates for Engineer. The written exam shall consist of, but not limited to, area familiarization, apparatus and equipment operation and hydraulics, and policies and procedures relating to apparatus and fireground pumping operation.
2. A practical assessment will be conducted to measure the major skill and ability dimensions of the candidates for Engineer. The practical assessment shall include a Department-approved driving course and a pumping evolution to include engine and aerial operations (driving and pumping both apparatus).
3. A panel interview will be conducted. The panel shall consist of five (5) members consisting of one (1) seated Engineer from the Reedy Creek Fire Department (name provided by the Union), one (1) Union officer or their designee, two (2) members of the RCFD management team, and one external assessor as determined by the District.

**C. Test Scoring - Engineer**

1. The written exam shall make up 10% of the overall Engineer assessment score. Candidates must pass this component with a minimum score of 75% in order to continue assessing.
2. The driving course exercise shall make up 30% of the overall Engineer assessment score. Candidates must pass this component with a minimum score of 75% in order to continue assessing.
3. The pump operations exercise shall make up 30% of the overall Engineer assessment score. Candidates must pass this component with a minimum score of 75% in order to continue assessing.
4. The aerial operations exercise shall make up 20% of the overall Engineer assessment score. Candidates must pass this component with a minimum score of 75% in order to continue assessing.
5. The final component , a panel interview, shall make up 10% of the overall Engineer assessment score.

In order for a candidate to be placed on the promotional list, the candidate must

score an overall average of 80% or higher. Scoring system shall be rounded to two decimal places (hundredths)

**D. Eligibility Requirements - Lieutenant**

1. Candidates must have a minimum of five (5) years with the Reedy Creek Fire Department as a Firefighter/Paramedic or Engineer or any combination thereof. Candidates must have successfully completed the out-of-class Lieutenant training in accordance with Article 11, for a period of time not less than one (1) year. This year commences once the Training Section validates successful completion of the Out-of-Classification/Move-Up Lieutenant packet. The Training Section will enter the Out-of-Classification Lieutenant effective date into the Department's electronic training records system.
2. Must have a State of Florida Fire Officer One (FO1) certification.
3. Must have a State of Florida Fire Safety Inspector (FSI) certification.
4. Must be an out-of-class Engineer for the Reedy Creek Fire Department, in accordance with Article 11, for a period of time not less than one (1) year. This year commences once the Training Section validates successful completion of the Out-of-Classification/Move-Up Engineer packet. The year must be completed by the closing date of the posting in order to proceed with the promotional assessment.
5. Must possess a current State of Florida Fire Service Apparatus and Pump Operators Certification.
6. Must have and maintain a State of Florida EMT or Paramedic Certification.
7. Must be Department-certified as a Hazardous Materials First Responder.
8. Must have successfully completed a forty (40) hour Aerial Apparatus Operations course approved by the Florida State Fire College or its equivalent as determined by the District.
9. Personnel file must not contain any active disciplinary action (written reprimand or suspension) within the last twelve (12) months preceding the posting closing date.

**E. Testing System - Lieutenant**

1. A written examination will be administered to measure the major skill and ability dimensions of the candidates for Lieutenant. Reference materials used in an examination will be kept current, but may be amended no later than thirty (30) days prior to the examination. The written exam shall contain questions referencing:

- Field operational and tactical policies, procedures, and guidelines.
  - Administrative policies, procedures, and guidelines.
  - Safety policies, procedures, and guidelines.
2. A practical assessment will be conducted to measure the major skill and ability dimensions of the Lieutenant. The practical assessment shall include:
    - a. A tactical / emergency service exercise
    - b. In-basket exercise
    - c. Subordinate counseling /coaching
    - d. An instruction/teaching component
  3. A panel interview will be conducted. The panel shall consist of five (5) members consisting of One (1) seated Lieutenant from the Reedy Creek Fire Department (name provided by the Union), one (1) Union officer or their designee, two (2) members of the RCFD management team, and one external assessor as determined by the District.

**F. Test Scoring - Lieutenant**

1. The written exam shall make up 20% of the overall Lieutenant assessment score. Candidates must pass this component with a minimum score of 75% in order to continue assessing.
2. The tactical / emergency service exercise shall make up 40% of the overall Lieutenant assessment score. Candidates must pass this component with a minimum score of 75% in order to continue assessing.
3. The instruction/teaching component shall make up 10% of the overall Lieutenant assessment score. There is no minimum passing score for this component.
4. The in basket exercise shall make up 10% of the overall Lieutenant assessment score. There is no minimum passing score for this component.
5. The subordinate counseling / coaching exercise shall make up 10% of the overall Lieutenant assessment score. There is no minimum passing score for this component.
6. The final component, a panel interview, shall make up 10% of the overall Lieutenant assessment score.

In order for a candidate to be placed on the promotional list, the candidate must score an overall average of 80% or higher. Scoring system shall be rounded to two decimal places (hundredths).

**G. Candidate Selection**

A list of all qualified candidates shall be established in order of ranking. Selection will be from the top three (3) qualified candidates on the list, unless a selected candidate declines the promotion (retaining rank order position). The Fire Chief may elect to give preference based on a candidate's certifications, commendations, disciplinary record, experience, and contributions made to the Department. When those candidates have been promoted, any subsequent promotions shall be made from the remaining top three (3) candidates on the list as described herein. This rule of three (3) shall continue until the list is exhausted or expires, whichever comes first. The list shall expire after two (2) years in accordance with Section 1A and 1B.

**H. Test Administration**

Promotional exams shall be administered within sixty (60) calendar days of the announcement. The promotion shall be completed at the discretion of the Fire Chief.

**I. Test Preparation**

In the event the District provides organized promotional training/preparation programs or sessions (other than normal on-shift training or practice), the District will make every reasonable effort to ensure that all declared eligible candidates be given equal time and/or access to the training/preparation.

**J. Assessment Center Administration**

In administering the Assessment Center, it is understood and agreed between the parties that any objection to the assignment of a particular assessor to a particular group of candidates must be raised prior to the initiation of the Assessment Center, and that all results from the Assessment Center will be considered final and binding.

Upon conclusion, candidates shall be given the opportunity to review their individual results.

**K. Promotional Assessment Committee**

Prior to the distribution of an assessment notification, both the Fire Chief and the Union President shall appoint a designee to review and agree upon the testing content for the upcoming assessment. These designees shall discuss major areas of content to be included in the exam. However, such discussion shall not include actual test questions or practical assessment scenarios.

Statements or actions by the Union designee in this committee shall not constitute waivers by the Union of the right to bargain, and further, shall not constitute participating in collective bargaining and/or impact bargaining. Any communications and/or information disseminated by the District at any committee meeting shall not constitute notice to the Union, constructive or otherwise, or any proposed change in wages, hours or terms and conditions of employment.

**Section 3: Promotions – Assistant Supervisor**

**A. Experience Requirements – Assistant Supervisor**

1. Candidates must have 3 years experience as a dispatcher within the RCFD Communication Center.
2. Must have and maintain Florida Public Safety Telecommunicator Certification.
3. Must have and maintain Emergency Medical Dispatch Certification and Emergency Fire Dispatch Certification.
4. In addition to maintaining all certifications required of a dispatcher, applicants are required to obtain and maintain APCO Communications Center Supervisor (CCS) certification within one year of promotion.

**B. Testing System – Assistant Supervisor**

1. A written examination will be administered to measure the skill and ability dimensions of the candidates for Assistant Supervisor. Reference materials used in an examination will be kept current, but may be amended no later than thirty (30) days prior to the examination. The written exam shall contain questions referencing:
  - a. Communications center policies, procedures, and guidelines
  - b. Administrative policies, procedures, and guidelines
2. A practical assessment will be conducted to measure the major skill and ability dimensions of the Assistant Supervisor. The practical assessment shall include:
  - a. In-basket exercise
  - b. Conflict resolution exercise
3. A panel interview will be conducted. The panel shall consist of three members, consisting of two captains assigned to the Communications Center and the Assistant Chief of Communications.

**C. Test Scoring – Assistant Supervisor**

1. The written exam shall make up 30% of the overall Assistant Supervisor assessment score. Candidates must pass this component with a minimum score of 75% in order to continue assessing.
2. The in-basket exercise shall make up 30% of the overall Assistant Supervisor assessment score. There is no minimum passing score for this component.
3. The conflict resolution exercise shall make up 30% of the overall Assistant Supervisor assessment score. There is no minimum passing score for this component.
4. A panel interview will be conducted. The panel interview shall make up 10% of the overall Assistant Supervisor assessment score.

Successful Candidates must score an overall (combined) average of 80% or higher. Scoring system shall be rounded to two decimal places (hundredths)

***Section 4: Wage Adjustments for Promotions and Reclassifications***

All wage adjustments for promotions or reclassifications will be step-for-step.

## **Article 23 - Educational Assistance**

### **Section 1: Purpose**

To provide educational assistance for employees of the Reedy Creek Fire Department.

### **Section 2: Scope**

- A. Applies to all employees of the Reedy Creek Fire Department covered by this Agreement. The District will reimburse seventy-five (75%) percent of the cost for tuition and books for courses in an accredited Fire Technology, Fire Science, Emergency Management or Paramedic Technology Degree Program.
- B. Employees that have obtained an Associate's Degree are eligible for educational assistance for fire service and emergency management related courses towards a Bachelor's degree. Approval shall not be unreasonably denied, however, denial shall not be subject to the grievance procedure.

### **Section 3: Guidelines**

- A. Applications for course(s) must be submitted for reimbursement on the Educational Reimbursement Forms prior to the first day of the class.
- B. To receive reimbursement monies for tuition and books, the approved course must be completed with a final grade of C or above and transcript and receipt provided to Fire Chief or the Fire Chief's designee upon completion of class.
- C. The District will review and approve elective course(s) which the District determines are job related and of benefit to the District.

### **Section 4: Educational Limitations and Exceptions**

- A. Each employee is limited to \$5,000 of educational assistance per calendar year. The District shall not be obligated to authorize any monies above \$50,000 in any calendar year for educational reimbursement.
- B. The District may approve classes which the District determines are job related and of benefit to the District and the employee making application. The approved course will be reimbursed as provided in Section 2.
- C. The District agrees to pay 100% of the cost of EMT, Fire Safety Inspector, NICET II or state equivalent class, Certified Plans Examiner, or other required recertification fees and licenses.
- D. The District will provide educational assistance to probationary employees who follow the prescribed procedures and successfully complete their probationary periods. Such reimbursement will be paid after the probationary period is successfully completed.

- E. The District agrees to pay 100% of the cost of tuition and books for employees who successfully complete Paramedic Training from an accredited institution and obtain the State of Florida Certification. This reimbursement is not to exceed \$10,000 per employee.
- F. Employees who voluntarily terminate their employment with the District within twelve (12) months of receipt of reimbursement shall refund the reimbursement received to the District for any classes which are not required under promotional guidelines or related to the eligibility requirements for additional compensation. The District will evaluate extraordinary circumstances beyond the employee's control in the administration of this provision.
- G. The District shall pay one hundred (100%) of the cost of tuition and books for employees who successfully complete an aerial operations class from an accredited college or an institution approved by the District.

## **Article 24 - Holidays**

### **Section 1: Eligibility**

All employees are eligible for holiday pay after working thirty (30) days of continuous service providing they work their regularly-scheduled shifts falling on the calendar day prior to the holiday, the day of the holiday or the calendar day following the holiday. If the employee's failure to work the employee's regularly-scheduled shift falling on the calendar day prior to the holiday, the day of the holiday or the calendar day following the holiday was due to personal illness, injury or death in the immediate family and the employee satisfied the District in this respect, the employee shall be eligible to receive holiday pay. Employees shall not be entitled to holiday pay if out on worker's compensation leave, any leave without pay, or short or long-term disability.

### **Section 2: District Observed Holidays**

New Year's Eve (December 31 for Operations, Communications, and EMS Team only), New Year's Day (January 1st for Fire Prevention only), Martin Luther King Day (observed), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day (usually last Thursday in November), the day after Thanksgiving, the day before Christmas (December 24) and Christmas Day (December 25).

### **Section 3: Holiday Pay and Holiday Pay When Worked**

- A. Communicators working twelve (12) hour shifts who work a recognized holiday shall receive twelve (12) hours of straight time wages in addition to *Holiday Pay – Working* equal to one and one half (1 ½) times their normal hourly pay rate for up to twelve (12) hours. Hours worked in excess of twelve (12) on a paid holiday shall be paid at the double time rate, with *Holiday Pay - Working* being paid at the double time rate.
- B. Communicators working ten (10) hour shifts who work a recognized holiday shall receive ten (10) hours of straight time wages in addition to *Holiday Pay – Working* (equal to one and a half (1 ½) times their normal hourly pay rate) for up to ten (10) hours. Hours worked in excess of ten (10) on a paid holiday shall be paid at the double time rate, with *Holiday Pay – Working* being paid at the double time rate.
- C. EMS Team Paramedics and EMS Team EMTs working , 10, 12, 14 or 15 hour shifts, or any combination thereof, who work a holiday shall receive one (1) hour of straight time wages in addition to one (1) hour of *Holiday Pay – Working* equal to one and one half (1 ½) times their normal hourly pay rate for their normally scheduled shift. Any hours worked in excess of the employee's normally scheduled shift on a recognized holiday, shall be paid at the double time rate, with *Holiday Pay – Working* paid at the double time rate.

- D. Twenty-four (24) hour shift employees: Employees who meet the eligibility in Section 1 and who work a holiday shall receive one (1) hour of straight time wages in addition to one (1) hour of holiday pay-working equal to one (1) times their normal hourly pay rate for all hours worked in their normally scheduled shift. Any hours worked in excess of the employee's normally scheduled shift on a recognized holiday shall be paid with holiday pay-working paid at the double time rate. Employees who do not complete their assigned holiday shift will receive holiday pay not-working in accordance with Section 4 below if the District sick leave requirements are met.
- E. Fire Inspectors and Plans Examiners: If a recognized holiday falls on a normal day off, the employee will be paid hours based upon normal shift of straight time holiday pay. If the District observed holiday falls on a day that the employee is normally scheduled to work, the employee would not normally be required to work and would receive the employee's scheduled shift hours of straight time wages as holiday pay for the day. If the employee is required to work the employee's normally scheduled shift on the holiday, the employee shall receive one (1) hour of straight time wages for each hour worked in addition to one (1) hour of *Holiday Pay – Working* equal to one and one half (1 ½) times the employee's normal hourly pay rate for each hour worked in the employee's normally scheduled shift. Any hours worked in excess of the employee's normally scheduled shift on a recognized holiday, shall be paid at the double time rate, with *Holiday Pay – Working* paid at the double time rate.

**Section 4: *Holiday Pay when Not Working***

Should a recognized holiday fall on a 24-hour shift employee's, Communicator's, EMS Team Paramedic or EMS Team EMT's regularly scheduled day off, the employee shall receive *Holiday Pay – Not Working* wages equal to twelve (12) hours of the employee's normally hourly rate.

**Section 5: *Holiday Pay Considered Time Worked for Computing Overtime***

Pay for a holiday not worked shall be considered as time worked for purposes of computing overtime, unless the holiday falls on one (1) of the employee's two (2) regularly-scheduled days off or when a holiday falls during a vacation period.

**Section 6: *Holiday Pay for Holiday During Vacation***

Should a holiday fall during the period of an employee's vacation, the employee shall be paid pursuant to Section 4 above.

**Section 7: *Holiday Start Time***

- A. For the purpose of computing pay for work on a holiday, the twenty-four (24) hour holiday period shall commence at 0800 hours on the holiday and terminate at 0759:59 hours on the following day.
- B. For Lieutenants, the holiday shall commence at 0700 hours on the holiday and terminate at 0659:59 hours on the following day.

**Section 8: Floating Personal Holidays**

On January 1st of each year, all employees shall be given the allotted Personal Holiday Leave as defined below based upon years of service:

- 0 to 15 years of service: 1 shift
- 15+ years of service: 2 shifts

The employee must wait until after January 1st to schedule and may not schedule these holidays during the vacation selection process completed prior to January 1st. The approval of these days will be based upon the availability of time according to the vacation calendar which shall be posted January 1st.

Employees must be employed on January 1st in order to receive the personal holiday leave and there will be no pro-rated issuance based on mid-year employment. These days may not be banked for use in a subsequent calendar year and are not payable at termination.

In the event two employees request the same date within the same 24-hour shift, the employee with the most Departmental seniority shall be awarded the date. However, once an employee has been appropriately awarded the date, an employee with more Departmental seniority may not bump the awarded employee from the position.

**Section 9: Holiday Schedule**

No training will be conducted on an observed holiday as identified in Section 2 of this Article.

## **Article 25 - Vacations**

### **Section 1: Definitions**

#### **A. Calendar Year**

A consecutive period of time commencing on January 1st and ending on December 31st.

#### **B. Anniversary Year**

A year commencing with an anniversary of continuous service.

#### **C. Conditions**

1. Employees shall receive a vacation hour each pay period for all hours worked. Employees will no longer accrue vacation hours once the annual accrual limit in Sections 2, 3, and 4 is reached for the calendar year based on the employee's continuous years of service with the District.
2. Regular employees may request the use of their accrued vacation after six (6) months of continuous service have elapsed from their date of hire.
3. The Fire Chief or designee may disapprove vacation requests or cancel previously scheduled vacation days during federal, state, or local disaster declarations directly impacting the District, or during other designated times of crisis beyond their control and not self-imposed. The District will make every reasonable effort to avoid cancelling previously scheduled vacation days. Proof of previously booked travel or other engagements may be accepted to avoid vacation cancellation.
4. Vacation requests made outside of the vacation bidding process should normally be made at least 24 hours in advance. Requests made within twenty-four (24) hours may be denied.
5. Vacations requests must touch the start or end of the shift, and if at the start of a shift must be a minimum of four (4) hours in duration for twenty-four (24) hour personnel. There shall be no vacation time permitted mid shift that does not touch the start or end of the employee's scheduled shift time.

### **Section 2: Vacation Accrual Formula - Two (2) Weeks of Vacation**

#### **A. FORTY (40) HOURS PER WEEK EMPLOYEE**

Vacation hours accrued – 80 /yr. (0.03846 hrs /all hours worked)

#### **B. TWELVE (12) HOUR SHIFT EMPLOYEE**

Vacation hours accrued – 84 / yr. (0.04251 hrs/all hours worked)

#### **C. TWENTY-FOUR (24) HOUR SHIFT EMPLOYEE**

Vacation hours accrued - 120 /yr. (0.04808 hrs/all hours worked)

### **Section 3: Vacation Accrual Formula - Three (3) Weeks of Vacation**

Employees will begin accruing three (3) weeks of vacation on the fifth (5<sup>th</sup>) anniversary of continuous service with the District.

**A. FORTY (40) HOURS PER WEEK EMPLOYEE**

Vacation hours accrued - 120 /yr (0.05769 hrs/all hours worked)

**B. TWELVE (12) HOUR SHIFT EMPLOYEE**

Vacation hours accrued – 126 /yr (0.0638 hrs/all hours worked)

**C. TWENTY-FOUR (24) HOUR SHIFT EMPLOYEE**

Vacation hours accrued – 168 /yr (0.06731 hrs/all hours worked)

### **Section 4: Vacation Accrual Formula - Four (4) Weeks of Vacation**

Employees will begin accruing four (4) weeks of vacation on the fifteenth (15<sup>th</sup>) anniversary of continuous service with the District.

**A. FORTY (40) HOURS PER WEEK EMPLOYEE**

Vacation hours accrued - 160 / yr (0.076923 hrs/all hours worked)

**B. TWELVE (12) HOUR SHIFT EMPLOYEE**

Vacation hours accrued – 168 / yr (0.08502 hrs/all hours worked)

**C. TWENTY-FOUR (24) HOUR SHIFT EMPLOYEE**

Vacation hours accrued -240 /yr (0.096154 hrs/all hours worked)

### **Section 5: Vacations Not Cumulative**

Employees may carry over a maximum of one year of vacation accrual at their current accrual rate in January of each year. Any vacation in excess of this amount not used by January 1 of each calendar year will be deemed lost.

### **Section 6: No Pay In Lieu of Time Off**

The District may not grant, nor the employee request, pay in lieu of time off for vacation.

### **Section 7: Vacation Scheduling**

A. The District shall be responsible for scheduling vacation in the months of October, November and December prior to the year for which the vacation is to be scheduled.

1. The District shall allow up to four (4) 24-hour Shift employees per day to schedule vacation. The Fire Chief or designee may authorize vacation beyond this restriction for extenuating circumstances. The District will ensure there are adequate vacation selection slots for employees to each take the equivalent of one (1) year of vacation accrued during any calendar year.

Employees having the appropriate leave balance, and wishing to schedule vacation in excess of the equivalent of one (1) year of vacation, may do so after everyone has completed their annual, round three, vacation selection and prior to January first (1<sup>st</sup>). Vacations will be selected by seniority, by shift, except that any employee may select available vacations days after January.

2. All vacation shall be selected within guidelines established by the District.
  3. Communicators, Fire Inspectors, Plans Examiners, and Assistant Supervisors shall select vacation by seniority the first week of November.
  4. EMS Team Paramedics and EMS Team EMTs shall select vacation by seniority as defined in Department policy.
- B. Because of changing schedules, personnel may defer vacation selection to a more appropriate time. Deferrals may not bump already scheduled vacation time. If a vacation schedule change occurs, the Section Supervisor shall post the opening for a period of seven (7) days. At the end of that posting, the day will be awarded based upon seniority of all those who submitted a request.

Vacations for EMS Team Paramedics and EMS Team EMTs, Communicators, Fire Inspectors, and Plans Examiners will be scheduled separately and will have no bearing on Suppression vacation. The District/Department shall allow up to three (3) EMS Team employees per day to schedule vacation. The Fire Chief or designee may authorize vacation beyond this restriction for extenuating circumstances.

Previously approved vacation leave for EMS Team personnel who are transferred by the District/Department to a different shift will be adjusted and/or assigned at the discretion of the District.

#### C. TWENTY-FOUR (24) HOUR SHIFT EMPLOYEE Vacation Selection Schedule

The District/Department shall be responsible for coordinating the selection and scheduling of vacations in the months of October, November, and December prior to the year in which the vacation is to be taken. Vacations shall be selected by department seniority, by shift, starting with the first shift in the third week of October.

The District/Department shall allow up to four (4) employees per day to schedule vacation. The Fire Chief or designee may authorize vacation beyond this restriction for extenuating circumstances.

The vacation of individuals who are transferred by the District/Department to a different shift will be adjusted and/or assigned at the discretion of the District.

## TWENTY-FOUR (24) HOUR SHIFT EMPLOYEE Vacation Selection Procedure

Shift personnel will be advised, in advance of the selection dates, that they are to select their vacation. If an employee is not available to make their selection on the assigned date, the employee must forward three (3) optional dates, in order of choice, to the Shift Commander or Battalion Chief for consideration. If the employee is on leave and/or unavailable during the vacation selection process and does not forward optional dates, the Shift Commander or Battalion Chief will skip the employee's turn for vacation selection.

Vacation selection will be accomplished in three (3) rounds. The vacation schedule will be continuously updated.

Vacation days for all rounds shall be selected by Departmental seniority, with no limits on classifications.

Personnel will be allowed to skip blocked (vacation days full) shifts to continue their pick. ADO's may be used when selecting a continuous block of vacation days during any round.

Personnel with converted sick leave will be allowed to schedule that time in any round.

Vacation dates selected during the bidding process must be entire shifts – not partial shifts.

Round One: Personnel will be allowed to schedule one (1) block with a minimum of two (2) consecutive shifts during Round One. Personnel may not select only one shift in this round.

Round Two: Personnel will be allowed to schedule a maximum of two (2) blocks with a minimum of one (1) shift per block. Multiple shifts in a block must be consecutive.

Skip one shift

Round three: No restrictions on blocks or continuity. At the end of round three, personnel who have not made vacation selections, equal to a year's vacation accrual, shall have unselected vacation bank.

Round four: Personal Day Selection. No restrictions on blocks or continuity.

\*At the end of round four, personnel who have not made personal day selections equal to a year's personal day accrual shall have unselected personal days banked.

#### **D. Personal Responsibility**

1. It is up to every individual in the operations/suppression section to understand the vacation schedule. If an individual is off duty, their turn will be passed over until the end of the round unless the individual has emailed the entries A, B, and C shift; Command Staff a variety of selection dates. The Command Staff will use the email and make a selection in at least two rounds.
2. Upon return to work, personnel that did not leave the appropriate vacation selection documentation will not be allowed to select days until the end of the round the selection process is in. In addition, personnel will not be allowed to alter their previous selections.
3. It is the responsibility of each individual to send their vacation selection to the Command Staff in person or via email.

#### **Section 8: Pay Rates for Vacations**

Vacations will be paid at the straight-time rate in effect at the time the vacation is taken.

#### **Section 9: Vacation Change Notification -24 hour Shift Employees**

When a vacation slot becomes available on a shift day that was previously unavailable, the Department will post notice of the vacancy via e-mail to the appropriate shift by that shift's commander on the date the cancellation is received. The notice will include the open date and a deadline for employees to submit their requests to fill the vacancy. This deadline will normally be within three (3) consecutive shifts beginning on the date of notification. In situations where the vacation slot becomes available and the Department does not have three (3) consecutive shifts to post notice, the employees must submit their requests on the same day as the notification of the vacancy.

All requests must be submitted in writing using the Department's e-mail system.

It is agreed that the Department will only be responsible for notification to those employees who are on-duty and shall not be responsible for the notification to those employees on ADO or other benefit time.

#### **Section 10: Pay for Unused Vacation at Termination of Employment**

All permanent employees who have been continuously on the payroll for six (6) months or longer, and who terminate employment, shall receive payment for all unused vacation hours.

A. The Total payout of accrued and unused vacation time for each employee shall never exceed the maximum vacation accrual based on years of service in force at the time of termination or five hundred (500) hours, whichever is lower. This total applies whether payouts of said vacation time are issued as one or more than one payment as described below.

B. All full-time employees who are eligible for vacation and who terminate employment will be paid for all unused vacation up to their maximum vacation accrual cap at the time of termination or five-hundred (500) hours, whichever is lower, subject to the limitations outlined below.

C. Those employees entering the Florida Retirement System Deferred Retirement Option Plan (DROP) have the option of electing to receive an early payout for all or part of the balance of accrued annual vacation, subject to their maximum vacation accrual cap at the time of entering the DROP or five-hundred (500) hours, whichever is lower. This payment will be included in the employee's AFC calculation and the hours deducted from the employee's accrued vacation balance. Employees making this election then will continue to accrue vacation utilizing the same accrual criteria as they had at the time of entering the DROP.

D. Upon termination, they may receive a second payout of their accrued annual vacation time. However, this payment is limited to an amount, when combined with any payment elected at the time of entering the DROP, that will not exceed the maximum vacation accrual cap at the time of termination or five-hundred (500) hours, whichever is lower. A secondary payout of vacation time, if any, will not be included in the employee's retirement benefit as the benefit is calculated at the time the employee entered the DROP.

## **Article 26 - Jury Duty Pay & Judicial Proceedings**

### **Section 1: Eligibility**

All permanent employees are eligible for jury duty pay.

### **Section 2: Pay**

- A. Twenty-four (24) Hour Shift Personnel: The District will pay an employee for time lost from the employee's regular schedule by reason of such jury service. Such calculated time lost shall not exceed twenty-four (24) hours in any day and forty-eight (48) hours in any payroll week.
- B. Twelve (12) Hour Shift Personnel: The District will pay an employee for time lost from the employee's regular schedule by reason of such jury service. Such calculated time lost shall not exceed twelve (12) hours in any day or normal scheduled hours in any payroll week.
- C. Forty (40) Hour Personnel: The District will pay an employee for time lost from the employee's regular schedule by reason of such jury service. Such calculated time lost shall not exceed ten (10) hours in any day and forty (40) hours in any payroll week. Personnel shall not be compensated beyond their scheduled shifts and/or forty (40) hours per week.
- D. If an employee is released from jury duty and half or more hours remain on the employee's scheduled shift, the employee is required to return to work that day, except when required by the court to report for jury duty prior to 1000 hours the day immediately following the employee's regularly-scheduled shift. Employees will be dismissed from duty at least twelve (12) hours prior to any jury duty.
- E. The District reserves the right to petition the court to excuse any eligible employee for jury service when such employee's services are needed by the District because qualified replacements are not available or the employee's absence would result in a hardship on the District.

### **Section 3: Judicial Proceedings**

- A. The District recognizes the potential involvement of employees in court proceedings resulting from the normal course of their duties and will provide compensation at their normal rate of pay for on-duty time as required by subpoena. In addition, the District shall pay for mileage at the normally accepted District rate per mile from the employee's normally assigned station to the site of the proceeding by the most direct District approved route.

- B. Involvement in the above proceedings will be paid at one and one-half (1.5 %) times the employee's normal rate of pay on a scheduled day off plus mileage from home to the site of the proceeding, by the most direct District approved route, at the normally accepted District rate per mile. The District shall also reimburse the employee for tolls and parking.
- C. In the event the employee was scheduled to work and does not work, the amount of mileage shall be paid as per Section 3A.
- D. Time involved in out-of-state cases will be compensated only if such cases involve and/or benefit taxpayers of the District.

## **Article 27 - Bereavement Leave Pay**

### ***Section 1: Eligibility***

All employees are eligible for bereavement leave.

### ***Section 2: Time Off With Pay***

Employees bereaved by a death of a member of their immediate family will be granted time off with pay for time to travel to and from the funeral location and attendance at the funeral.

### ***Section 3: Definition of Immediate Family***

The deceased must have been a member of the immediate family, and is defined as the employee's current spouse, children, mother, father, brother, sister, mother-in-law or father-in-law, grandparents, step-children, step-mother, step-father, grandchildren, son-in-law, daughter-in-law, nieces and nephews, or ward. The foregoing relatives of the employee's current spouse shall be considered as immediate family for the purpose of this Article.

### ***Section 4: Maximum Bereavement Leave***

- A. Twenty-four (24) Hour Shift Personnel: Bereavement leave will be paid on the basis of two (2) work shifts for each bereavement leave. A third work shift, if needed, will be granted by the Fire Chief, or the Fire Chief's designee, for the employee to travel out of state to attend the funeral.
- B. Twelve (12) Hour Shift Personnel: Bereavement leave will be paid up to a maximum of forty-eight (48) hours within a seven (7) day period per leave.
- C. Forty (40) Hour Personnel: Bereavement leave will be paid up to a maximum of forty (40) hours within a seven (7) day period per leave.
- D. Payment for Time Lost: Payment is available only for scheduled shifts which the individual misses due to travel time and attendance at the funeral. Bereavement leave benefits may not be accumulated, nor will any employee be paid in lieu of any unused bereavement leave.

### ***Section 5: Payment of Bereavement Leave Pay***

Payment will be based on the individual's current straight-time rate.

## **Article 28 - Sick Leave**

### **Section 1: Eligibility for Sick Leave**

Employees shall receive their annual allotted sick leave hours on the payroll containing January 1<sup>st</sup>. Employees hired after January 1<sup>st</sup> will receive sick leave on a prorated basis. Sick leave may be used from date of hire. Employees who do not successfully complete the probationary period will not be paid for unused sick time.

### **Section 2: Sick Leave Hours**

On the first pay issued after July 1, 2023, all employees covered by this Agreement will switch to front-loading sick time. Employees will have fifty (50) percent of their annual allotment of sick time deposited in their bank. Thereafter, the annual allotment deposits will be in accordance with the sections below.

#### **A. EMS Team Personnel**

EMS Personnel shall receive sixty-four (64) hours each year.

Unused sick leave may be accumulated up to a maximum of two-hundred (200) work hours; any excess over this amount will be given to the employee in the form of additional paid vacation, or as a lump-sum payment in January. Notification of the option desired must be made prior to the selection of vacation schedules.

#### **B. Forty (40) Hour Employees**

Fire Inspectors and Permit Plans Examiners shall receive sixty-four (64) hours each year.

Unused sick leave may be accumulated up to a maximum of two-hundred (200) work hours; any excess over this amount will be given to the employee in the form of additional paid vacation, or as a lump-sum payment in January. Notification of the option desired must be made prior to the selection of vacation schedules.

#### **C. Forty-Eight (48) Hour/Week Employees**

48-Hour Personnel shall receive one hundred fifty-six (156) hours each year.

Unused sick leave may be accumulated up to a maximum of four hundred eighty (480) work hours; any excess over this amount will be given to the employee in the form of additional paid vacation, or as a lump-sum payment in January. Notification of the option desired must be made prior to the selection of vacation schedules.

**D. Twelve (12) Hour Shift Employees Communications Center**

12- Hour Shift Personnel shall receive seventy-eight (78) hours of sick leave.

Unused sick leave may be accumulated up to a maximum of two hundred (200) work hours; any excess over this amount will be given to the employee in the form of additional paid vacation, or as a lump-sum payment in January. Notification of the option desired must be made prior to the selection of vacation schedules.

**Section 3: Utilization of Sick Leave**

- A. Once an employee has completed the eligibility requirement, sick leave shall be made available for use and can be used to recuperate from one's own illness or injury or the illness or injury of a dependent whose well-being the employee is responsible. Sick leave shall be paid at the rate of pay in effect at the time sick leave is requested by the employee.
- B. Proof of illness acceptable to the District, such as a medical certificate signed by a licensed physician, may be required to substantiate a request for just cause. Employees not furnishing proof of illness acceptable to the District when required will not be entitled to sick leave pay. Employees will not be entitled to sick leave on days on which they were not scheduled to work. All other requirements contained in the District's policy on attendance/punctuality will be followed by bargaining unit employees.
- C. An employee who reports for work after the start of the employee's scheduled shift due to personal illness shall not be entitled to apply for sick leave pay covering the period between the start of the employee's scheduled shift and the time the employee actually started to work.
- D. An employee who calls in sick and is documented by the District to be working in another capacity for any entity other than the District shall not be entitled to sick leave pay and may be subject to discipline, not excluding termination.

**Section 4: Separation Payment**

Employees who terminate their employment with the District and who do not fall into the categories of drunkenness, dishonesty, or illegal use or possession of controlled substances will be paid 100% of their sick balance. Terminations for the three (3) categories listed above will be paid 50% of their sick leave balance.

**Section 5: Approved Personal Business (APB) Day**

**A. Forty-Eight (48) Hour/Week Employees**

Employees may utilize up to two (2) shifts of sick leave per year as approved personal business days, provided the employee maintains a minimum of four (4) shifts / ninety-six (96) hours of sick leave. APBs must be scheduled in advance and approved by the District. APBs must be taken in twenty-four (24) hour increments.

**B. EMS Team Personnel**

Employees may utilize up to two (2) shifts of sick leave per year as approved personal business days provided the employee maintains a minimum of forty-eight (48) hours of sick leave. APBs must be scheduled in advance and approved by the District. APBs must be taken in full shift increments.

**C. Communicators**

Employees may utilize up to two (2) shifts of sick leave per year as approved personal business days provided the employee maintains a minimum of forty-eight (48) hours of sick leave. APBs must be scheduled in advance and approved by the District. APBs must be taken in ten (10) or twelve (12) hour increments.

**D. Fire Inspectors/Plans Examiners**

Employees may utilize up to two (2) shifts of sick leave per year as approved personal business days provided the employee maintains a minimum of forty (40) hours of sick leave. APBs must be scheduled in advance and approved by the District. APBs must be taken in full shift increments.

***Section 6: Approved Medical Leave Sick Bank***

The District shall maintain a sick leave bank for each employee with the amount of hours equivalent to one (1) calendar week to be utilized for payment of the employee's first calendar week of an approved occupational medical leave. This leave is intended to meet the employee's required waiting period prior to receiving Worker's Compensation benefits.

This leave will not appear on the employee's earnings statement and may not be utilized by the employee for routine illnesses. These hours are not payable at termination.

## **Article 29 - Health and Welfare**

### **Section 1: Group Insurance**

Eligible employees may elect to participate in the District's Insurance Programs. The employees will pay a portion of the applicable premium for the medical, dental, and vision insurance coverage they choose as set forth below, and the District will pay the remaining amount of the monthly medical insurance premium.

An employee's contribution will vary depending on the insurance coverage selected by the eligible employee as follows:

Year	Plan	Employee Only	Employee + 1	Employee + Family
<b>2023</b>	<b>HSA 80</b>	<b>\$10.06/week</b>	<b>\$34.20/week</b>	<b>\$57.95/week</b>
	<b>HRA Basic</b>	<b>\$36.81/week</b>	<b>\$89.45/week</b>	<b>\$140.05/week</b>
	<b>HMO Plus</b>	<b>\$62.00/week</b>	<b>\$140.87/week</b>	<b>\$226.22/week</b>
<b>2024</b>	No more than a 5% increase in the employee's contribution Amount based on the 2023 contribution.			
<b>2025</b>	No more than a 5% increase in the employee's contribution Amount based on the 2024 contribution.			

The employee's increase over the three years of this Agreement cannot exceed the increased cost to the District over that same period.

An employee's contributions for selected ancillary insurance benefits for dental, vision, and additional life insurance will be the same as all other District employees.

If an employee changes medical insurance coverage during the term of this Agreement, the maximum 5% premium increase will be based on the prior year's premium amount for the coverage selected.

The District will continue to pay 100% of the cost, per eligible employee, of Basic and Accidental Life, and Short and Long-Term Disability insurance.

Eligible employees shall be defined as employees whose employment status is full-time. Contributions for eligible employees shall become effective the first day of month following completion of thirty (30) days of continuous service.

### **Section 2: Benefits Advisory Committee**

- A. The District and the Bargaining Unit agree that there shall be a Benefits Advisory Committee for the purpose of reviewing insurance programs, reviewing benefits and making recommendations.

- B. The District and the Bargaining Unit agree that two (2) members of the Union will be appointed by the Union to the Benefits Advisory Committee. To be clear, there will be a total of two Union members, and they may be selected from either Bargaining Unit A or Bargaining Unit B.
- C. Benefits Advisory Committee will meet prior to any changes to the upcoming year's benefits and continue to meet on a regular basis in order to monitor all employee benefits, including health plans.

Statements, actions, or participation by Union or District representatives at any employee committee or insurance brokerage meeting shall not constitute waivers by the Union or the District of the right to bargain, and further, shall not constitute participating in collective bargaining and/or impact bargaining. Any communications and/or information disseminated by the District at any committee meeting shall not constitute notice to the Union, constructive or otherwise, of any proposed change in terms and conditions of employment.

### **Article 30 - Bulletin Boards**

The District shall provide a bulletin board at each fire station location and one (1) in the 911 Communications Center, and the work areas of Fire Inspectors, Plans Examiners, Firefighters, Paramedics and EMTs for the posting of official Union notices. The boards shall be covered with glass and under lock. The keys shall remain in the possession of the on-duty Shift Steward and Commander. These boards shall be used for the display of the following notices: Union meetings, Union appointments, Union elections, and official Union social affairs and any Union or District-issued information. It is agreed that no Union matter of any kind shall be posted in and about the premises of the District except on said boards. It is agreed by the union and management that it is the responsibility of each employee to be knowledgeable of notices posted. All such Union notices shall bear a posting date.

## **Article 31 - Labor Management Communications Committee**

### ***Section 1: Establishing Committee***

The District and the Union agree to establish a Labor Management Communications Committee composed of four (4) members from each party.

### ***Section 2: Meeting Frequency***

Meetings shall be held at least quarterly, but may be held more frequently with the mutual consent of both parties. At the initial meeting, the parties will establish rules of procedure for the conduct of the meetings. The function of the Communications Committee will not be to hear or decide grievances, but to receive input, to disseminate information and to discuss other matters of common interest. In the event any topic of discussion of a committee meeting is not resolved between the committee members, it is understood and agreed that such issue will not then be submitted to the grievance arbitration procedures of the Agreement, unless such issue would otherwise qualify under this Agreement as a defined grievance.

### ***Section 3: Waivers***

Statements or actions by Union representatives on the committee shall not constitute waivers by the Union of the right to bargain, and further, shall not constitute participating in collective bargaining and/or impact bargaining. Any communications and/or information disseminated by the District at any committee meeting shall not constitute notice to the Union, constructive or otherwise, or any proposed change in wages, hours or terms and conditions of employment.

### **Article 32 - Prevailing Rights**

All rights, privileges and working conditions enjoyed by all employees which are not specifically included in this Agreement shall remain in full force unless changed by mutual consent in writing; provided, however, it is expressly understood that the District retains the right to terminate such rights, privileges or working conditions for just cause. The term "prevailing right" shall not include benefits afforded to employees by the District as a result of its interface with Walt Disney World Co., (e.g., Main Gate Pass, complimentary passes, sales discounts or similar such benefits).

Any grievant alleging a violation of this Article of the Agreement shall bear the burden of proof of establishing that such right, privilege or working condition existed for all employees prior to the implementation date of this contract period.

## **Article 33 - Policies and Procedures**

### ***Section 1: Definitions***

CFTOD policies and procedures for the purpose of this Agreement shall be defined as: CFTOD Employee Relations Policy and the RCFD Written Communications System which includes the following: Personnel Orders, Directives, Standard Operating Procedures, General Operating Procedures or any District-issued memorandum, document or policy affecting terms and conditions of employment and past practices associated with such policies and procedures.

### ***Section 2: Providing Copies***

The District shall provide a digital copy of the applicable policies, rules and regulations to the Union and shall post a digital copy on the Department's intranet site. Policies, rules and regulations shall become effective twenty-one (21) days from posting date.

### ***Section 3: Relation to Grievance Procedure***

Application of CFTOD policies and procedures relating to terms and conditions of employment shall be subject to the grievance procedure.

### ***Section 4: Labor Management Communications Committee***

The parties shall address all new or different policies and procedures in the Labor Management Communications Committee.

### ***Section 5: Effective Dates***

New or different policies or procedures will not become effective until they have been posted and legally implemented for twenty-one (21) days as per Section 2 above.

### ***Section 6: Waiver of Union Rights***

Nothing in this Agreement shall constitute a waiver of the Union's right, if any, to bargain over new or different policies or procedures.

## **Article 34 - Alcohol and Drug Abuse Policy**

The District and the Union recognize that many areas of the District's operations involve hazardous work with the potential for personal injury or property damage and that all areas involve directly or indirectly the public at large. Therefore, it must endeavor to provide safe and efficient operations for the protection and benefit of the general public, its customers and its employees. Accordingly, the District and Union agree to a zero- tolerance Policy concerning on or off-duty use of illegal drugs, abuse of controlled substances on or off-duty, and/or reporting to work or working impaired or under the influence of alcohol or drugs as defined below. As part of its efforts to achieve that goal, it must require that its work be performed by employees who do not use illegal drugs or misuse controlled substances and/or alcohol as follows:

### ***Section 1: Grounds for Testing***

Employees may be tested for the following reasons:

- A. Safety sensitive employees will be subject to drug and alcohol testing only after there is a documented objective reasonable basis that an employee has an in- system presence of any illegal drug, controlled substance or alcohol, hereinafter referred to as "substances", while on duty.
- B. As part of a post-accident investigation in cases where:
  - 1. The individual(s) subject to testing is directly linked to the accident, and,
  - 2. The accident resulted in death, injury requiring medical treatment other than basic first aid, or estimated property damage in excess of \$5,000.

Specimen collection for purposes of testing associated with an accident will take place as soon as possible, under the circumstances.

- C. In the event a government agency that regulates the District advises the District that employees in specified classifications will be required by law to undergo job certification physical examinations, including drug tests as a condition of future employment, the Union shall be given immediate notice of any such requirement or proposed requirement. Such testing shall be conducted in accordance with federal regulations. Implementation of such changes is subject to impact bargaining.

## ***Section 2: Observation and Notice Procedures***

- A. An employee will not be tested under Section 1 above unless their actions and/or conduct or other work-related circumstances provide an objective reasonable basis to believe that the employee may have taken drugs or alcohol and/or is suffering from impairment that will in some way adversely affect the employee's alertness, coordination, reaction, response, safety, or the safety of others, while on duty. Such observation will be initially documented by the Commander, appropriate Assistant Chief or higher level of management and confirmed by another member of management wherever possible. Employees will not be subject to such testing without the express consent of a senior member of management (Deputy Chief or above) different from the observation supervisor nor without authorization from the District Administrator (or designee).
- B. Management's observations will be discussed with the employee to afford the employee an opportunity to provide a reasonable explanation for the actions/conduct. Any employee under observation/evaluation for testing shall be entitled to request the presence of a Union representative in pre-test meetings with management. Provided a Union representative has been requested and is available, no specimen will be collected until the Union representative can discuss the matter with management. The Union agrees that the procedures described in Section 3 shall not operate in a manner that will impede timely collection of a biological specimen.
- C. Refusal to provide a biological specimen will result in immediate discharge without an opportunity at a later date to reconsider/retract the refusal.

## ***Section 3: Drug Testing Procedures***

- A. Specimen collection for a drug test will be accomplished in a manner compatible with employee dignity and privacy. There will be no strip searches or opposite sex observation. In the usual case, the District will not observe specimen production, but the Union agrees that specimen production may be closely monitored in those cases where the District has a specific objective reason to believe that the employee may attempt to contaminate a test specimen. Proof of any form of tampering, altering, or diluting of a specimen by the employee will result in discharge. No employee shall be required to collect a blood or urine specimen from another employee.
- B. Test specimens shall be sent only to laboratory facilities certified by an appropriate federal or state agency. The drug test laboratory and the specimen collection facility must establish and maintain a forensically acceptable chain of custody. It will be the burden of the District to establish, in any case arising from a positive test result, that the appropriate chain of custody has been maintained.

- C. The drug test will be performed utilizing urinalysis to screen for drug, alcohol or substance abuse.

The initial test shall use an immunoassay that meets the requirements of the Food and Drug Administration for commercial distribution. All specimens identified as positive in the initial test will be confirmed by a second procedure. Gas chromatography/mass spectrometry or an equivalent scientifically acceptable method of confirmation will be used. All confirmed positive test results will be verified by a medical review officer prior to release to the District.

- D. Test thresholds. The standard drug test thresholds for positive screen and GC/MS confirmation tests shall be federal standards as established by the Department of Transportation (DOT).

In the event that the District elects to utilize tests other than the EMIT screen or the GC/MS Confirmation, the District will give the union written notice of the test methodology used and the threshold levels employed, if so requested by the Union. Any dispute over the acceptability of such alternative test methodologies or the positive test threshold to be applied shall be resolved by arbitration. It will be the burden of the District to establish the acceptability of the test and the reasonableness of the threshold.

- E. Specimen Reanalysis. The laboratory shall preserve a sufficient aliquot specimen as to permit independent confirmatory testing by the employee and follow-up reanalysis at the request of the Union or the employer. Any re-analysis performed will be done on the original sample provided. The medical review officer shall endeavor to notify the employer and the employee of positive test results within five (5) working days after receipt of the specimen. The employee may request, in writing, a re-analysis within three (3) working days from notice of positive test result.

#### ***Section 4: Alcohol Testing Procedures***

Where employees are required under this policy to submit blood samples for alcohol testing, the samples will be taken in an appropriate collection facility. The collection facility and laboratory will use the same or equivalent chain of custody procedures and exercise the same or an equivalent level of professional care and scientifically accepted standards and procedures in the collection and testing of blood samples for the presence of alcohol as with urine samples for the presence of drugs. For the purposes of this Policy if a test reveals the presence of alcohol at a level of 0.08% or more by weight, it shall be presumed that the employee has violated this Policy. If the test reveals the presence of alcohol in excess of .05% by weight, but less than 0.08%, the results of the test will be considered along with all other relevant information (e.g., employee conduct, speech, performance, etc.) in determining whether the employee is in violation of this Policy. If a test reveals the presence of alcohol of less than .05% by weight, it shall be presumed that the employee is not under the influence of alcohol in violation of this Policy. In the event an employee objects to alcohol testing

by blood sample, the District will test the employee through an evidentiary alcohol breath analyzer which conforms to the same standards as cited above.

The parties agree that use of an evidentiary alcohol breath analyzer, which is properly calibrated and operated by a certified technician, shall be conclusive proof of the accuracy of the results.

Furthermore, the District reserves the right, prior to implementation of this policy, to abandon blood samples in favor of the alcohol breath analyzer referenced above at any time.

#### ***Section 5: Negative Test Results***

Any employee who tests negative to any drug test under this Agreement (other than random tests as a follow-up to rehabilitation) shall be compensated for all lost time at the appropriate wage rate. Time lost under such circumstances shall be treated as time worked for purposes of overtime premium eligibility.

#### ***Section 6: Positive Test Results***

Employees who are tested for cause and have a confirmed positive test will be suspended without pay for ninety- six (96) hours for twenty-four (24) hour shift personnel or eighty (80) hours for forty (40) hour personnel for the first offense in addition to the mandatory program referral (as defined below). Employees who subsequently test positive will be terminated. Suspensions for this offense may be considered beyond one year. Should it later be found that the test result was a false positive, the employee will be reinstated with full pay from date of original suspension and documentation removed from the personnel file.

#### ***Section 7: Requests for Assistance and Required Participation***

- A. Any employee who voluntarily seeks assistance for a drug or alcohol related problem or condition before having a positive test result will be placed on a non-disciplinary medical leave to allow the employee time for assistance. The length of such leave shall be consistent with the recommendations of the assistance provider(s), subject to the provisions of Article 19, Section 8. The employee will be allowed to return to work upon successful completion of the treatment or assistance program, as long as the employee is (i) not then-using any drugs or alcohol in a way that violates Article 33 and (ii) provides to the District a fitness for duty certification prepared by the medical review officer (MRO) or a doctor approved by the District.

- B. Any employee who has a confirmed positive test result for the first occurrence will be required to participate in a state-licensed drug or alcohol treatment or rehabilitation program or the IAFF Center for Excellence (either hereinafter referred to as the "Program") in addition to the disciplinary suspension reference in Section 6 above. In such circumstances, the employee shall be released from duty and placed on leave of absence until referral to the Program and subsequent clearance to return to work. Failure to seek and receive Program assistance or failure to abide by the terms and conditions or prescribed treatment will be grounds for discharge. An employee testing positive for any subsequent drug test will be terminated.
- C. Employees on a medical leave of absence in accordance with Section 7A above shall utilize available leave benefits on the same basis as for other medical conditions. Employees who return to work after such a leave may be tested under this policy.
- D. This provision shall not be deemed a waiver of the District's existing right to initiate disciplinary action, including termination, in a situation where misconduct has occurred irrespective of the issue of drug/alcohol usage.

***Section 8: Test Results Communicated by MRO***

Test results shall be communicated by the medical review officer, or the designated District representative. The District shall be responsible for maintaining confidentiality of test records and test results will be communicated to Department management strictly on a "need-to-know" basis. Employee drug test records shall not be released outside the District medical department unless required by administrative action initiated by the employee or the Union. The employee shall be entitled to written notification of positive drug test results. The medical review officer, upon written request from the employee, will report test results to the Union President.

***Section 9: Random Testing***

Random testing will be permitted if Section 1E is applicable or as a follow-up to rehabilitation. Follow-up rehabilitation random testing shall be allowed for a reasonable period of time after rehabilitation, and only for a reasonable period of time after rehabilitation, not to exceed one year.

***Section 10: Employee Discipline and Legal Rights***

A positive random test after referral to the Program shall be conclusive proof of just cause for termination. When and if it becomes necessary to impose discipline for drug-related conduct or job performance, as per Section 6, discipline will be judged by the contractual just cause standard and will be subject to the grievance/arbitration procedure. Except to the extent the employee(s) withholds consent as to particular documents personal to him/her, the District agrees to provide the Union, in advance, with whatever documentation or information the Union reasonably requires to process the grievance and/or arbitration. By establishing this Policy, neither the District nor the Union waives any legal rights.

The parties agree that this drug policy shall not diminish the rights of individual employees under state or federal law relating to drug testing.

Nothing in this Agreement shall be deemed a waiver of the rights of any employee who is disciplined pursuant to these provisions of the Agreement to challenge in a court of law whether such testing was permissible under applicable law.

***Section 11: Management Training***

The District is responsible for providing education for management personnel regarding observation techniques, the availability and desirability of District resources and the need for observing strict confidentiality. Supervisors will be provided guidelines for maintaining confidentiality of all drug/alcohol related information and referring employees who may have a problem to appropriate counseling.

***Section 12: Hold Harmless***

Both parties agree that they shall indemnify and hold the other party harmless against the any and all complaints, claims, judgments, or demands that may arise out of, or in any way are related to, the Union's negotiation or participation in the foregoing drug policy applicable to employees or applicants, or the activities in carrying out this drug/alcohol testing program.

## **Article 35 - Special Operations and Response (S.O.A.R.) Team**

### **Section 1: Definition**

It is recognized by the District that the need for a specialized team as defined below is essential to meet the changing needs of the community. Therefore, the Special Operations And Response Team, hereinafter referred to as the S.O.A.R. Team, will consist of qualified members to respond to special hazard incidents.

### **Section 2: S.O.A.R. Team Qualifications, S.O.A.R. Team Candidate Application and Evaluation Process**

- A. The District shall determine the number of S.O.A.R. Team members.
- B. The District and the Union acknowledge the need to commence new certification requirements incrementally. To that end, certifications 1-5 are the minimum requirements through 12/31/2023. From 1/1/2024 forward, the minimum requirements shall include 1-7. The requirements to become eligible for S.O.A.R. Team provisional status are:
  1. Two (2) years' experience in the suppression section at RCFD (or 1 year in the suppression section at RCFD with documented previous experience on a special operations team or assigned to a special operations unit for a period of not less than one (1) year).
  2. Hazardous Materials Technician
  3. High Angle/Rope Rescue Technician
  4. Confined Space Rescue Technician
  5. Vehicle Machinery Rescue Technician
  6. Trench Rescue Technician\*
  7. Collapse Rescue Operations\*\*
  8. Truck Operations (as determined by the Department)\*
  9. Water Rescue (as determined by Department)\*
  10. Tactical Emergency Casualty Care (TECC) and/or SWAT Medic\*
  11. HazMat Medic (For S.O.A.R. Team medics)\*

\*It is the goal of the Department to have all S.O.A.R. personnel assigned to the S.O.A.R. team trained in all new disciplines by the end of the term of this Agreement.

\*\* It is the goal of the Department to help facilitate all members in achieving Collapse Technician level certification as soon as is operationally possible, as determined by the Deputy Chief of Operations.

### ***Section 3: S.O.A.R. Team Candidate Application and Evaluation Process***

- A. When the Deputy Chief of Operations determines that an opening on the team exists, a screening process will be held to establish an eligibility list. The screening process will consist of the following components:
  - 1. Candidate meets all minimum certification requirements.
  - 2. Candidate has had no performance or conduct related discipline within one year of application submission date.
  - 3. Completion of S.O.A.R. committee interview with a numerical score based on the interview rubric.
  - 4. Completion of basic S.O.A.R. Team competency demonstration as determined by the Department.
- B. All applicants will be given a cumulative numerical score and successful candidates will be placed in rank order to establish a "Candidate Eligibility List". Consideration for provisional placement on the team will be given first to the person achieving the highest score. The list will be valid for no less than one year. In the event the Deputy Chief of Operations identifies additional openings, consideration for provisional placement will be given in rank order.
- C. S.O.A.R. Team candidates will first be placed in a provisional status pending completion of all evaluations and training. Once provisional status is complete, candidates will be appointed to full team membership in accordance with Department policy.

### ***Section 4: Health and Safety***

It will be the responsibility of the District to follow all state and federal guidelines to ensure proper medical surveillance for S.O.A.R. Team members. In the event an individual placed on the team has already completed their annual physical, they will receive any additional components for special operations medical surveillance, including bloodwork, in accordance with OSHA 29CFR1910.120.

### ***Section 5: Special Operations and Response Committee***

- A. A Special Operations and Response Committee will be established to review and recommend specialized equipment, operational response guidelines, policies, and training needs.

- B. Personal equipment for the performance of specialized rescue tasks recommended by the S.O.A.R. Team committee, and approved by the Deputy Chief of Operations shall be provided for by the District, and replaced as needed. It is the responsibility of the individual members to inspect and maintain this equipment and notify S.O.A.R. Team leadership of any repair or replacement needs.
- C. The committee will consist of four (4) management personnel assigned by the Fire Chief and four (4) bargaining unit personnel approved by the Union President. In the event a recommendation goes to vote and ends in a tie, the topic will be tabled for further research and discussion and be revisited at the following regularly scheduled S.O.A.R. Committee meeting.
- D. The committee will meet quarterly, at a minimum, but may meet more frequently with the mutual consent of both parties. The quarterly meetings will be scheduled with coordination between the Department and the Union.

### ***Section 6: Training***

It is each individual member's responsibility to attend training and fulfill requirements to maintain all required certifications and core competencies. It is responsibility of the District to facilitate that training.

- A. All S.O.A.R. Team training will be organized by the Training Section.
- B. The Training Section will submit a lesson and safety plan for all annual training in required disciplines for review by the S.O.A.R. Team Commander or their designee for each exercise prior to the event. At a minimum, the reviewer shall be trained as an ISO (Incident Safety Officer) and must hold technician level certification in the applicable discipline. Training will not commence if a safety plan has not been approved. The lesson and safety plan will be made available to all S.O.A.R. Team members prior to the training.
- C. Training can be scheduled on or off duty. All off duty training for required annual discipline recertification will normally be scheduled at least forty-five (45) days prior to the training date. A minimum of 110 hours will be allotted for overtime to accomplish this training.
- D. When a S.O.A.R. Team member is removed from regularly scheduled duty to participate in group S.O.A.R. Team training, shift relief will be provided to maintain the established staffing requirements for that day.
- E. Recording of training is permitted for educational purposes or process improvement. Such recording will be done by Training Section leadership or their designee.

## ***Section 7: Attendance of Training and Competency Requirements***

In order to maintain proficiency and ensure the safest environment possible, attendance to recurrent training is essential.

- A. The following circumstances are considered excused absences from training:
  - 1. Sick, WC or FMLA leave.
  - 2. Bereavement leave.
  - 3. Vacation scheduled prior to the S.O.A.R. training schedule publication.
  - 4. Absence at the direction of RCFD leadership.
  - 5. Union leave.
- B. Regardless of the cause of the absence, members will be required to complete remediation training in order to maintain their operational status.
- C. The minimum attendance requirement is 80% of scheduled off-duty training. Failure to meet the minimum in a single discipline will require the technician to attend the annual S.O.A.R. Academy days for each discipline missing required training hours or demonstrate competency in the assigned JPR's.
- D. All S.O.A.R. Team members will be required to demonstrate competency in bi-annual skills assessments. In the event a member does not meet core competencies, an action plan will be written to assist the member in meeting the standards. It is the responsibility of the member to actively participate in the plan. After thirty (30) days, the member will be re-evaluated.
- E. Technicians who fail the re-evaluation will be given a new action plan and the opportunity to schedule a final re-test within thirty (30) days.
- F. If a member is unsuccessful on the final re-evaluation, they will be placed on S.O.A.R. probation by the Deputy Chief of Operations for a period not less than one year. During that time the member will be removed from active team status and placed on provisional status (no longer eligible to receive S.O.A.R. incentive). During the probationary year, the member will be required to complete objectives set forth by the Training Section and ultimately complete a final skills and written evaluation. If the member does not meet the assigned probationary requirements or is unsuccessful in the final evaluation, they will be removed from the team.
- G. A member who is removed from the team following a probationary period will not be eligible to re-apply to the team for a minimum of one year.
- H. Any member who fails to demonstrate minimum competency and is placed on an action plan may not count toward the minimum staffing of S.O.A.R. personnel on that shift.

**Section 8: Removal from the S.O.A.R Team**

- A. S.O.A.R. Team members who request removal from the S.O.A.R. Team must give a 30-day notice in writing to the Deputy Chief of Operations. The District reserves the right to hold the request in abeyance if a replacement is not available to assume the member's place on the team. Once removal is approved, the employee shall return all issued equipment and the Deputy Chief of Operations will assign the employee to a shift, station and ADO according to operational need.
- B. The District reserves the right to remove personnel from the S.O.A.R. Team for just cause, as part of disciplinary action or as a result of attendance and/or skill deficiency as defined in Section 7 above. Upon removal, the employee shall return all issued equipment and the Deputy Chief of Operations will assign the employee to a shift, station and ADO according to operational need.
- C. Any member who is removed from the S.O.A.R. Team, whether voluntary or involuntary, will not be eligible to re-apply to the team for a minimum of one year.
- D. Personnel who have been separated and reapply must have remained current in all certifications and must follow all procedures of a new applicant.
- E. Members separated from the team for any reason shall not retain any seniority on the team.

**Section 9: Educational Assistance for Specialized Training**

- A. S.O.A.R. Team members may request one hundred percent (100%) reimbursement of the cost of tuition and books for courses directly related to special operations. The Deputy Chief of Operations or the designee will review and approve or deny the request.
- B. The S.O.A.R. Team Committee may recommend, for consideration, the inclusion of additional classes, which may be beneficial to S.O.A.R. Team members. The Deputy Chief of Operations the designee may accept or reject the recommendation.
- C. Non-S.O.A.R. Team Individuals who are committed to applying for the S.O.A.R. team may request 100% reimbursement for required S.O.A.R. Team classes as defined in Section 2. The Deputy Chief of Operations or the designee will review and approve or deny the request.
- D. An employee may be placed on a modified work schedule to accommodate approved training and/or classes, if operationally feasible as determined by the Deputy Chief of Operations or the designee.

- E. In order to be eligible for reimbursement for any classes, the student must successfully complete the class and receive a “C” or better in graded classes, or receive a certificate of completion. If a member fails to complete a class, they are not eligible for reimbursement, regardless of the reason for the absence. If the class was pre-paid by the District and the member fails the class, the member must reimburse the District for the cost of the class.
- F. Reimbursement for specialty training/classes as defined in this article are not considered “educational reimbursement” and will not count toward the annual “cap” as defined in Article 23.

## **Article 36 – EMS Team**

### ***Section 1: Definition***

The EMS Team personnel will consist of Emergency Medical Technicians and Paramedics who are State of Florida and Orange County certified. EMS Team personnel are not required to hold State of Florida Firefighter Certification or State Fire Inspector Certificates. It is agreed that these employees are emergency response /first responders and are not to be routinely utilized or work in permanent first aid facilities unless operated by the District and will not be used in a fire suppression capacity. As such, it is further agreed that EMS Team personnel who happen to hold State of Florida Firefighter Certification and/or State Fire Inspector Certificates are not employed to utilize these certifications. EMS Team personnel will not be considered, in any respect, in the operation and function of the Suppression Section or in layoffs.

### ***Section 2: Assignments***

- A. It is not the intent of the District to replace current 48-hour personnel with 40-hour EMS Team personnel. The staffing levels of the 40-hour EMS Team will not affect or be counted in the normal staffing levels of the Suppression Section or the 48-hour shift personnel assigned to the EMS Section.
- B. Paramedics and EMTs assigned to the EMS Team will not be used to operate or staff any transport capable unit, except during natural disasters, mass casualty incidents, and declared states of emergency.
- C. 48-hour personnel will not routinely be assigned to EMS Team units during their normal 24-hour shift duty. 48-hour personnel will normally be utilized as short-term replacements when 40-hour personnel are utilized during emergency ambulance transports.
- D. If 40-hour personnel become ill or injured during their shift, and no other 40-hour personnel are available, 48-hour personnel may be used until an overtime person is hired. A rescue will not routinely be removed from service to cover for an EMS Team unit.

### ***Section 3: Overtime***

- A. Paramedics and EMTs will not be used as replacements or in an overtime capacity on any suppression unit.
- B. Suppression personnel will not be forced to work an EMS Team position.
- C. All "325" coded and special event overtime will continue to be hired by the Union. Paramedics and EMTs will be placed in the Union's overtime program for regular rotation for this overtime.

## **Article 37 - Interpretation**

### ***Section 1: Amendment by Mutual Action***

The parties hereto may interpret, alter or amend this Agreement by mutual action in writing, and no individual employee shall have cause to complain therefore, it being understood that any interpretation or arrangement mutually satisfactory to the parties hereto shall be binding upon all individual employees, whether such action be prospective or retroactive.

### ***Section 2: Alternate Provisions***

In the event any provision of the Agreement is held to be void, then and in that event, the parties shall negotiate an alternate provision to cover said subject matter.

### **Article 38 - Severability**

It is not the intent of either party hereto to violate any laws or any rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement, and the parties hereto agree that in the event any provisions of this Agreement is held or constituted to be void as being in contravention of any such laws, rulings or regulations, nevertheless, the remainder of the Agreement shall remain in full force and effect, unless the parts so found to be void are wholly inseparable from the remaining portion of this Agreement.

## **Article 39 - Term of Agreement**

### ***Section 1: Term***

This Agreement shall be effective as of January 1, 2023 and shall continue in full force and effect until December 31, 2025. This Agreement shall be self-renewing on the first (1st) day of January 1, 2026 and for yearly periods thereafter unless written notice of desire to change or terminate this Agreement is given by either party to the other sixty (60) days prior to the December 31, 2025 expiration date.

### ***Section 2: Complete Agreement***

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this Agreement. Therefore, the District and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

## **Article 40 - Union Leave Account**

### ***Section 1: Authorized Use of Union Leave Account***

The Union will maintain a Union leave account for the purpose of enabling the Union officers, executive board members, or their designees, to attend Union and professional development conferences, seminars and meetings without loss of pay or benefits provided there is an adequate balance in the Union leave account. These meetings shall include, but not be limited to grievances, arbitrations and negotiations.

Notifications for Union leave shall be in writing and shall be submitted to the Fire Chief, or the designee, at least twelve (12) hours prior to the commencement of Union leave. When it is not feasible to submit a written notification providing twelve (12) hours' notice, a verbal notification may be made stating the reason for the short notice, and this verbal notification shall be later confirmed in writing.

The Union shall have the right to use shift exchange provisions as set forth in Article 12 for a Union representative(s) who is authorized for Union leave. The Union shall be entitled to make payments from the Union leave account directly to its members for exchange of time for all hours worked in connection with the time exchange. If the employer is requested by the Union to fill a vacancy which was created by a Union representative(s) who is authorized for Union leave then all salaries, wages and overtime pay, if any, incurred in replacing the Union representative(s) authorized for Union leave shall be deducted from the Union leave account. Authorization for Union leave shall be limited by the amount available hours in the Union leave account.

### ***Section 2: Deduction of Hours from Employee Benefit Time***

On the last full pay period in December of each year, the employer shall deduct from each Union member's accumulated annual sick leave, vacation or combination thereof, as follows: six (6) hours from Communications Center employees, four (4) hours from forty (40) hour employees' and twelve (12) hours from forty-eight (48) hour employees' accumulated annual vacation, sick leave, or combination thereof, and add it to the existing balance of the Union leave account.

By December 1st of each year, each Union member shall notify the District, in writing, from which accumulated account(s) the employee wishes to have the four (4) or twelve (12) hour donation made for deposit into the Union leave account. If notice to the District is not received by December 1st, the deduction for the Union leave account shall be from the employee's Sick Leave bank. In the event the hours are not available in the Union member's sick leave bank, the remaining hours will be deducted from the Union member's vacation bank.

A new employee who joins the Union in the employee's first year of employment is exempt from the requirements of this article. After the Union member's first anniversary date of employment, the Union member shall be subject to this Article. The Union will encourage its members to provide the District with a written designation by December 1st of each year, indicating if the member wishes to utilize the member's vacation account first. In January of each year, the District will provide the Union with a list of Union members who donated time to the Union leave account.

The District and the Union further agree that the deduction of Union leave shall be pursuant to the "Rule of Ten" deduction system. Under the Rule of Ten, if at the time Union leave is requested, less than ten (10) personnel are scheduled off on the days for which Union leave is requested, the deduction(s) from the Union leave account shall be made on an hour for hour basis. However, if ten (10) or more personnel are scheduled to be off on the days for which Union leave is requested, the deduction(s) from Union leave account shall be made on a one point five (1.5) hour per hour worked basis.

### ***Section 3: Labor Relations Leave Bank***

At the time of CBA ratification, and the last pay week in December each year, the District will provide the Union with an additional 1250 hours of union leave separate from the employee hours donated in Section 2 above for the use of the Union President or designee. The privileges granted by this Article will be reasonably exercised and will not be abused by the Union or its members.

### ***Section 4: Voluntary Deductions of Additional Time***

By approval of the Union President, the Union may request from its members additional voluntary donations and deductions of paid time off. The voluntary donation may be deducted from an employee's annual vacation and/or sick leave accounts (or combination thereof) and must be in writing and accompanied by the signature of the employee donor volunteering for the deduction. All additional donations and deductions shall be credited to the Union leave account.

### ***Section 5: Payment from Union Leave Account***

Circumstances under which the Union leave account may be charged:

1. As defined in Article 40, Section 1.
2. In emergency circumstances, as designated and requested by the Union President or the Union President's designee.

### ***Section 6: Professional Leave***

The employer may authorize absences with pay, referred to as professional leave, when believed to be in the best interest of the Department and/or the employer. Absences authorized under this sub-Article are considered time worked for the purpose of overtime calculation. Absences for professional leave will not be deducted from the Union leave account.

## **Article 41 - EMS Committee**

### ***Section 1: Establishing Committee***

The District and the Union agree to establish an EMS Committee composed of three (3) members from each party.

### ***Section 2: Meeting Frequency***

Meetings shall be held quarterly, but may be held more frequently with the mutual consent of both parties. The function of the EMS Committee will not be to hear or decide grievances, but to receive input, to disseminate information and to discuss other matters of common interest. In the event any topic of discussion of a committee meeting is not resolved between the committee members, it is understood and agreed that such issue will not then be submitted to the grievance arbitration procedures of the Agreement, unless such issue would otherwise qualify under this Agreement as a defined grievance.

### ***Section 3: Waivers***

Statements or actions by Union representatives on the committee shall not constitute waivers by the Union of the right to bargain, and further, shall not constitute participating in collective bargaining and/or impact bargaining. Any communications and/or information disseminated by the District at any committee meeting shall not constitute notice to the Union, constructive or otherwise, or any proposed change in wages, hours or terms and conditions of employment.

## **Article 42 - Non Tobacco Use**

All employees in a position covered by Florida Statutes Section 112.18 hired on or after October 1, 1989, shall be non-tobacco users as a condition of employment. In addition, as a condition of continued employment, they will refrain from the use of any type/kind of tobacco products at all times. This restriction includes, but is not limited to, e-cigarettes, vaping, juuling or similar products or materials, and any other tobacco or tobacco-related product.

Employees who fail to comply with the provisions of this article will be given one mandatory referral to the Employee Assistance Program or the then-existing smoking cessation program prior to disciplinary action.

## **Article 43 – Post-Employment Benefit Eligibility**

Pursuant to FS 112.0801, Employees who retire from the District are eligible to participate in health insurance programs offered to active employees of the District. "Retire" is defined as a termination of RCID employment and the immediate receipt of benefits from the Florida Retirement System Pension Plan and/or DROP termination, or meeting one of the criteria for Investment Plan members as outlined in the statute.

Years spent in the DROP will be allowed to contribute to the total years of credited service for insurance benefits.

Retirees meeting the above criteria may elect to continue their coverage as well as that of their eligible dependents as follows:

### ***Section 1: Employees Hired Before January 1, 2013***

#### **A. Retire per FS 112.0801, less than 20 years RCID Service**

Employees who retire with less than twenty (20) years RCID Service will be eligible to purchase coverage for themselves and eligible dependents. The required contribution to premiums will be the full, unsupplemented cost of the elected plans. The cost will be no greater than the actual cost paid by the District, and is therefore subject to periodic change.

#### **B. Retire per FS 112.0801, 20 years RCID Service, and age 55:**

For employees who retire with a minimum of twenty (20) years of credited service with the District and have reached the age of fifty-five (55), the District will pay the full cost of the employee premium for the designated standard plan. Coverage for eligible dependents may be purchased at the full cost of the elected coverage by the retiree. The cost will be no greater than the actual cost paid by the District, and is therefore subject to periodic change.

#### **C. Retire per FS 112.0801, 20 years RCID Service, and not yet 55:**

For employees who retire from the District with twenty (20) years of credited service, but who have not yet reached age 55 will be eligible to purchase coverage for themselves and eligible dependents until reaching age 55. The required contribution to premiums will be the full, unsupplemented cost of the elected plans. The cost will be no greater than the actual cost paid by the District, and is therefore subject to periodic change.

D. Retire per FS 112.0801, 25 years RCID Service:

For employees who retire from the District with twenty-five (25) years or more of credited service the District will pay the full cost of the employee premium for the designated standard plan. Coverage for eligible dependents may be purchased at the full cost of the elected coverage by the retiree. The cost will be no greater than the actual cost paid by the District, and is therefore subject to periodic change.

E. Retire per FS 112.0801, 30 years RCID Service:

Employees who retire from the District with thirty (30) years or more of credited service but who have not yet reached age 55, will be eligible to purchase coverage for themselves and eligible dependents until reaching age 55. The required contribution to premiums will be the same as that of the current active employees of the District. The cost is therefore subject to periodic change.

***Section 2: Employees Hired on or After January 1, 2013***

Employees who retire will be eligible to purchase coverage for themselves and eligible dependents. The required contribution to premiums will be the full, unsupplemented cost of the elected plans. The cost will be no greater than the actual cost paid by the District, and is therefore subject to periodic change.

In the future, if the District begins providing post-employment health benefits to employees not covered by this Agreement, bargaining unit members will be entitled to participate in the program on the same basis as all other District employees.

***Section 3: Dependent Eligibility After Death of Retiree***

The spouse and eligible children of a deceased retiree will continue to receive retiree insurance benefits. This coverage may continue until the earlier of the spouse's death or remarriage.

## **Article 44 – Training**

A. The Training Section shall establish and maintain a policy on training in extreme temperatures. The policy shall follow recommendations set forth in the following:

69A-62.021 Florida Administrative Code (F.A.C.), Bureau of Fire Standards and Training Standard Operating Procedure 5.3.6 (High Heat Protocol), NFPA 1584, and the IAFF's Thermal Heat Stress Protocol. In the absence of the required policy, no training exercises (other than classroom) shall be conducted during hazardous weather conditions or when the ambient temperature, at the training site, is above 90°F on or below 45°F except for monorail drill which will allow 35°F.

B. The District and Union acknowledge the necessity for specialty training that must be performed at night. Routine training shall not normally be scheduled after 2100 hours. Due to the special safety considerations for training held at night, the Training Section will ensure adequate safety plans are in place, including consideration for down time during the day when exercises are anticipated to last greater than four (4) hours. If on-shift personnel are involved in nighttime training, down time will be arranged by the on-duty shift commander. Crews on shift and scheduled to participate in nighttime training will not normally be required to attend training during the day.

C. The District will be responsible for providing opportunities for all personnel to access training needed for required recertification. These training courses will be provided via on-line courses or in a classroom setting at the discretion of the District. The Training Section shall establish and maintain a policy outlining the procedure for recertification in each required discipline. This policy will ensure there are multiple opportunities and/or access to classes for recertification. It will be the employee's responsibility to attend the sessions or make-up sessions and meet the required number of hours to maintain their certifications. In the event the employee fails to attend training, they will be responsible for obtaining the training from outside the department as outlined in the policy.

D. All Communicators will be scheduled to complete thirty-six (36) hours of EMD/EFD continuing education training each calendar year. All Communications Center personnel shall be scheduled to complete a separate twenty four (24) hours of continuing education to maintain State of Florida Public Safety Telecommunicator certifications which shall include area familiarization, and ride-along. In addition to Communicators continuing education training, Assistant Supervisors shall be provided twelve (12) hours of continuing education each calendar year to maintain communication center supervisory certification.

E. All Lieutenants, move-up Lieutenants, Engineers, and move-up Engineers will be given an in- service class on all new fire apparatus and equipment.

## ADDENDUM “A”

District Wage Scale -A unit- 2023-2025 06/23/23										2023 Resisting-Add 5% to 2023 wages then go to next slot. No backpay										3 years as of 7/1/2023 or less \$2,500 signing bonus										\$5,000 everyone else									
Classification Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Top Out	Year 1	Year 2																						
Dispatcher	50,600.00	53,130.00	55,786.50	58,575.82	61,504.61	64,579.84	67,808.83	71,199.28	74,759.24	78,497.20	82,422.06	86,543.16	90,870.32	95,413.84	98,276.25	101,224.54	3.00%	3.00%																					
40 hr	973.08	1,021.73	1,072.82	1,126.46	1,182.78	1,241.92	1,304.02	1,369.22	1,437.68	1,509.56	1,585.04	1,664.29	1,747.51	1,834.88	1,889.93	1,946.63	3.00%	3.00%																					
	24.33	25.54	26.82	28.16	29.57	31.05	32.60	34.23	35.94	37.74	39.63	41.61	43.69	45.87	47.25	48.67	3.00%	3.00%																					
Assistant Supervisor	53,600.00	56,280.00	59,094.00	62,048.70	65,151.14	68,408.69	71,829.13	75,420.58	79,191.61	83,151.19	87,308.75	91,674.19	96,257.90	101,070.79	104,102.92	107,226.01	3.00%	3.00%																					
40 hr	1,030.77	1,082.31	1,136.42	1,193.24	1,252.91	1,315.55	1,381.33	1,450.40	1,522.92	1,599.06	1,679.01	1,762.97	1,851.11	1,943.67	2,001.98	2,062.04	3.00%	3.00%																					
	25.77	27.06	28.41	29.83	31.32	32.89	34.53	36.26	38.07	39.98	41.98	44.07	46.28	48.59	50.05	51.55	3.00%	3.00%																					
EMS Team EMT	45,400.00	47,670.00	50,053.50	52,556.17	55,183.98	57,943.18	60,840.34	63,882.35	67,076.47	70,430.29	73,951.81	77,649.40	81,531.87	85,608.46	88,176.72	90,822.02	3.00%	3.00%																					
40 hr	873.08	916.73	962.57	1,010.70	1,061.23	1,114.29	1,170.01	1,228.51	1,289.93	1,354.33	1,422.15	1,493.26	1,567.92	1,646.32	1,695.71	1,746.58	3.00%	3.00%																					
	21.83	22.92	24.06	25.27	26.53	27.86	29.25	30.71	32.25	33.86	35.55	37.33	39.20	41.16	42.39	43.66	3.00%	3.00%																					
EMS Team Paramedic	53,500.00	56,175.00	58,983.75	61,932.94	65,029.58	68,281.06	71,695.11	75,279.87	79,043.86	82,996.06	87,145.86	91,503.15	96,078.31	100,882.23	103,908.69	107,025.95	3.00%	3.00%																					
40 hr	1,028.85	1,080.29	1,134.30	1,191.02	1,250.57	1,313.10	1,378.75	1,447.69	1,520.07	1,596.08	1,675.88	1,759.68	1,847.66	1,940.04	1,998.24	2,058.19	3.00%	3.00%																					
	25.72	27.01	28.36	29.78	31.26	32.83	34.47	36.19	38.00	39.90	41.90	43.99	46.19	48.50	49.96	51.45	3.00%	3.00%																					
Fire Inspector	55,900.00	58,695.00	61,629.75	64,711.23	67,946.79	71,344.13	74,911.34	78,656.91	82,589.75	86,719.24	91,055.20	95,607.96	100,388.36	105,407.78	108,570.01	111,827.11	2,087.88	2,150.52																					
40 hr	1,075.00	1,128.75	1,185.19	1,244.45	1,306.67	1,372.00	1,440.60	1,512.63	1,588.26	1,667.68	1,751.06	1,838.61	1,930.55	2,027.07	2,087.88	2,150.52	3.00%	3.00%																					
	26.87	28.22	29.63	31.11	32.67	34.30	36.02	37.82	39.71	41.69	43.78	45.97	48.26	50.68	52.20	53.76	3.00%	3.00%																					
Fire Plans Examiner	60,800.00	63,840.00	67,032.00	70,383.60	73,902.78	77,597.92	81,477.81	85,551.70	89,829.29	94,320.75	99,036.79	103,988.63	109,188.06	114,647.46	118,086.89	121,629.49	3.00%	3.00%																					
40 hr	1,169.23	1,227.69	1,289.08	1,353.53	1,421.21	1,492.27	1,566.88	1,645.23	1,727.49	1,813.86	1,904.55	1,999.78	2,099.77	2,204.76	2,270.90	2,339.03	3.00%	3.00%																					
	29.23	30.69	32.23	33.84	35.53	37.31	39.17	41.13	43.19	45.35	47.61	49.99	52.49	55.12	56.77	58.48	3.00%	3.00%																					
Firefighter/EMT	58,000.00	61,740.00	64,827.00	68,068.35	71,471.76	75,045.35	78,797.62	82,737.50	86,873.37	91,218.09	95,779.00	100,567.95	105,596.24	108,764.24	112,027.16	115,437.37	3.00%	3.00%																					
48 hr	1,076.92	1,130.77	1,187.31	1,246.67	1,309.01	1,374.46	1,443.18	1,515.34	1,591.11	1,670.66	1,754.19	1,841.90	1,934.00	2,030.70	2,091.62	2,154.37	2,219.62	2,286.88																					
	22.44	23.56	24.74	25.97	27.27	28.63	30.07	31.57	33.15	34.81	36.55	38.37	40.29	42.31	43.58	44.88	3.00%	3.00%																					
Firefighter/Paramedic	66,000.00	69,300.00	72,765.00	76,403.25	80,223.41	84,234.58	88,446.31	92,868.63	97,512.66	102,387.66	107,507.05	112,882.40	118,526.52	124,452.84	128,186.43	132,032.02	3.00%	3.00%																					
48 hr	1,269.23	1,332.69	1,399.33	1,469.29	1,542.76	1,619.90	1,700.89	1,785.94	1,875.33	1,966.99	2,067.44	2,170.82	2,279.36	2,393.32	2,465.12	2,539.08	2,605.12	2,672.33																					
	26.44	27.76	29.15	30.61	32.14	33.75	35.44	37.21	39.07	41.02	43.07	45.23	47.49	49.86	51.36	52.90	3.00%	3.00%																					
Engineer	69,500.00	72,975.00	76,633.75	80,454.94	84,477.69	88,701.57	93,136.65	97,793.48	102,683.16	107,817.32	113,208.18	118,868.59	124,812.02	131,052.62	134,984.20	139,033.73	2,673.23	2,732.33																					
48 hr	1,336.54	1,403.37	1,473.53	1,547.21	1,624.57	1,705.80	1,791.09	1,880.64	1,974.68	2,073.41	2,177.08	2,285.93	2,400.23	2,520.24	2,645.85	2,776.58	2,915.85	3,055.85																					
	27.84	29.24	30.70	32.23	33.85	35.54	37.31	39.18	41.14	43.20	45.36	47.62	50.00	52.51	54.08	55.70	3.00%	3.00%																					
Lieutenant	73,000.00	76,650.00	80,482.50	84,506.62	88,731.95	93,166.55	97,826.98	102,718.33	107,854.24	113,246.95	118,909.30	124,854.77	131,097.50	137,652.38	141,781.58	146,035.41	2,761.58	2,837.58																					
48 hr	1,403.85	1,474.04	1,547.74	1,624.04	1,706.38	1,791.70	1,881.29	1,975.35	2,074.12	2,177.83	2,286.72	2,401.05	2,521.11	2,647.36	2,776.95	2,908.37	3,040.85	3,178.85																					
	29.25	30.71	32.24	33.86	35.55	37.33	39.19	41.15	43.21	45.37	47.64	50.02	52.52	55.15	56.80	58.51	3.00%	3.00%																					

## ADDENDUM "B"

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS &  
LOCAL 2117  
WAGE DEDUCTION AUTHORIZATION**  
(Union Dues and Initiation Fee)

I, \_\_\_\_\_, hereby authorize the Central Florida Tourism Oversight District to deduct from wages due and payable to me on the first regular pay day immediately following receipt of Addendum "B" and on the regular pay day of each succeeding week the amount equal to \_\_\_\_\_ for the weekly membership dues of Local #2117 of the International Association of Fire Fighters Union, and hereby authorize the District to pay this amount to Local #2117, for my account on or before the 15th day of the calendar month following the month in which the deduction is made.

\_\_\_\_\_ I further authorize the District to deduct from my wages the initiation fee of my Union in the amount of \$20.00.

This authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and the District, or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is lesser, unless I give written notice to the District and the Union at least 60 days and not more than 75 days before any periodic renewal of this authorization and assignment of my desire to revoke same.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Employee Name	Deduction	Credit

\_\_\_\_\_  
(District Payroll Agent)

\_\_\_\_\_  
Date Received

**C.F.T.O.D. PAYROLL ONLY:**

Company	Deduction Code	Deduction Type

ORIGINAL COPY TO: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT  
Finance Department - Attn: Payroll  
P.O. Box 10170  
Lake Buena Vista, Florida 32830

## **ADDENDUM "C"**

### **WITHDRAWAL OF AUTHORIZATION FOR DUES CHECKOFF**

In accordance with the Public Employee's Relation Act, State of Florida, withdrawal from Payroll Dues deduction must be accomplished by giving thirty (30) days written notice to the District and the Union.

Please complete the following and submit to your Union Representative.

I, \_\_\_\_\_ do hereby request that my authorization for payroll deduction be withdrawn.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

EMPLOYING AGENCY:

Central Florida Tourism Oversight District

\_\_\_\_\_  
(District Agent)

\_\_\_\_\_  
(date)

LABOR ORGANIZATION:

Reedy Creek Professional Fire Fighters Association Local #2117, IAFF  
P.O. Box 22829  
Lake Buena Vista, FL 32830-2829  
Telephone: (407) 298-3473

\_\_\_\_\_  
(Union Representative)

\_\_\_\_\_  
(date)

PAYROLL DEPARTMENT:

Please discontinue payroll deduction of the Union Dues from the above-named employee, effective \_\_\_\_\_.

**IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the day and year first above written:**

FOR THE REEDY CREEK  
FIREFIGHTERS ASSOCIATION

FOR THE CENTRAL FLORIDA TOURISM  
OVERSIGHT DISTRICT

\_\_\_\_\_  
Jon Shirey  
President  
IAFF Local #2117

\_\_\_\_\_  
Martin Garcia  
Chairman  
Board of Supervisors

\_\_\_\_\_  
Aaron Colburn  
1<sup>st</sup> Vice-President  
IAFF Local #2117

\_\_\_\_\_  
Glenton Gilzean, Jr.  
District Administrator  
Central Florida Tourism Oversight District

\_\_\_\_\_  
Jeremy Kelly  
Secretary  
IAFF Local #2117

\_\_\_\_\_  
Jason Middleton  
Chief of Human Resources  
Central Florida Tourism Oversight District

\_\_\_\_\_  
Richard D. LePere, Jr.  
Fire Chief  
Reedy Creek Fire Department

# Central Florida Tourism Oversight District

## Board of Supervisors

### Agenda Item 9.1

Page 1 of 1

<b>Meeting Date</b>	
July 26, 2023	
<b>Agenda Item Name</b>	
Fund Balance Policy & Resolution No. 645	
<b>Requested Action</b>	
Request for the approval of a Resolution No. 645 establishing a Fund Balance.	
<b>Staff Report</b>	
The purpose of this policy is to establish guidelines to ensure that the District maintains adequate levels of fund balance in the general fund (i) to mitigate current and future risks such as revenue shortfalls, unanticipated expenditures, natural disasters, or other unforeseen circumstances, (ii) to help ensure stable tax rates for the taxpayers, and (iii) to ensure that the District has sound financial management policies and practices to allow for the highest possible credit ratings to reduce the District's cost of future borrowings.	
<b>Additional Analysis</b>	
Prepared by PRAG in conjunction with the District's Finance Department.	
<b>Fiscal Impact Summary</b>	
<b>Exhibits Attached</b>	
1. Fund Balance Policy 2. Resolution No. 645	

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**

**FUND BALANCE POLICY**

**Established July 26, 2023**

## **Purpose**

The purpose of this policy is to establish guidelines to ensure that the District maintains adequate levels of fund balance in the general fund (i) to mitigate current and future risks such as revenue shortfalls, unanticipated expenditures, natural disasters, or other unforeseen circumstances, (ii) to help ensure stable tax rates for the taxpayers, and (iii) to ensure that the District has sound financial management policies and practices to allow for the highest possible credit ratings to reduce the District's cost of future borrowings.

## **Background**

Fund balance is the net position of governmental funds calculated in accordance with GAAP and effectively represents the cash reserves of the general fund. Components of the fund balance include:

- **Non-spendable** – prepaid assets such as future insurance premiums;
- **Restricted** – funds legally or contractually committed for a specific purpose such as bond proceeds, debt service payments or debt service reserve funds;
- **Committed** – funds that are expected to be used for future obligations such as capital improvements or reserved for property tax disputes;
- **Assigned** – any funds that are allocated to be used in the current budget; and,
- **Unassigned** – general reserves available for any legal purpose.

The Government Finance Officers Association recommends that “Governments should establish a formal policy on the level of unrestricted fund balance that should be maintained in the general fund for generally accepted accounting principles (GAAP) and budgetary purposes.”<sup>1</sup>

The appropriate level of fund balance depends on the governmental unit's unique circumstances and should consider revenue volatility and risk, operating expense volatility and risk and the risk of emergencies and natural disasters.

The vast majority of the District's general fund revenues are derived from ad valorem taxes with an excellent collection rate but a significant taxpayer concentration. Revenue risks include a major decrease in assessed valuations or contested valuations. The District's general operating expenses have been fairly stable with labor and debt service as the major components of operating expenses. Primary expense risks include unexpected increases in the cost or level of operations, unexpected repair or maintenance requirements, emergencies or natural disasters, and state or federal mandates.

## **Policy**

**Unassigned Fund Balance.** It is the policy of the District that unassigned fund balance in the general fund will be budgeted at a level at least equal to two (2) months of budgeted general fund operating expenditures, or as otherwise required by applicable law.

In addition to this amount maintained as unassigned fund balance, the District should budget and reserve fund balance annually for the following purposes:

**Committed Fund Balance.** The District shall commit fund balance to provide for the following obligations to the extent these obligations exist in amounts determined annually by the Board:

- Pay-go capital projects for which funds currently on hand are expected to be expended in future years;
- Surface water discharge fees collected from properties outside the District for repairs and maintenance of the drainage system;
- An allowance for ad valorem taxes received by the District but for which taxpayers are disputing the valuation; and,

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<sup>1</sup> <https://www.gfoa.org/materials/fund-balance-guidelines-for-the-general-fund>

- An allowance for litigation and other professional services not related to the regular operations of the District.

**Assigned Fund Balance.** The District shall assign additional reserves for the following purposes:

- The amount, if any, budgeted to be transferred for general fund use in the subsequent budget cycle; and
- A minimum of \$2 million to provide funding for emergency situations, which could include unexpected infrastructure damage or failure, or costs associated with natural disasters, with such amount subject to increases in future years due to increased costs of replacement due to higher construction costs or an increase in the District's fixed assets.

**Use and Replenishment.** Under certain circumstances, there may be a temporary need to use fund balances to meet a need(s) resulting in noncompliance with minimum funding levels identified in this policy. Examples of these circumstances may include, but are not limited to the following:

- Unanticipated revenue shortfalls due to unforeseen circumstances including a significant and prolonged downward trend in an economic cycle;
- A natural or other disaster of significance;
- New federal and state mandates/legislation; and
- Immediate capital needs.

If such a need arises as part of the District's annual budget process, the District Administrator will communicate the need to the Board at a Budget Workshop or Public Hearing and will present a plan and timeline to replenish the fund balance to levels consistent with this policy. The plan may include one-time or recurring expenditure reductions, budget surpluses, transfers from other funding sources, etc. The plan of replenishment should not extend beyond a three-year planning horizon.

## **RESOLUTION NO. 645**

### **A RESOLUTION OF THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT ADOPTING A FUND BALANCE POLICY.**

**WHEREAS**, the Central Florida Tourism Oversight District (“District”) exists pursuant its enabling act codified at Chapter 2023-5, Laws of Florida becoming effective on February 27, 2023 (the “Act”); and

**WHEREAS**, the District wishes to adopt a Fund Balance Policy to establish guidelines to ensure that the District maintains adequate levels of fund balance in the general fund (i) to mitigate current and future risks such as revenue shortfalls, unanticipated expenditures, natural disasters, or other unforeseen circumstances, (ii) to help ensure stable tax rates for the taxpayers, and (iii) to ensure that the District has sound financial management policies and practices to allow for the highest possible credit ratings to reduce the District’s cost of future borrowings; and

**NOW, THEREFORE, BE IT RESOLVED AND ORDAINED** by the Board of Supervisors of the Central Florida Tourism Oversight District, as follows:

**SECTION 1. Recitals.** The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this Resolution.

**SECTION 2. Adoption of a Fund Balance Policy.** The attached Fund Balance Policy is hereby adopted and created.

**SECTION 3. Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Resolution.

**SECTION 4. Effective Date.** This Resolution shall become effective immediately upon adoption by the Board of Supervisors of the Central Florida Tourism Oversight District.

**PASSED AND DULY ADOPTED**, with a quorum present and voting, by the Board of Supervisors of the Central Florida Tourism Oversight District, this July 26th day of 2023.

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**

By: \_\_\_\_\_  
Martin Garcia  
Chair of the Board of Supervisors

Attested:

By: \_\_\_\_\_  
Tina Graham, District Clerk

# Central Florida Tourism Oversight District

## Board of Supervisors

### Agenda Item 9.2

Page 1 of 1

<b>Meeting Date</b>	
July 26, 2023	
<b>Agenda Item Name</b>	
Resolution No. 646 – Conflicts of Interest Policy for the Central Florida Tourism Oversight District	
<b>Requested Action</b>	
Move to approve Resolution No. 646.	
<b>Staff Report</b>	
One or more of the Board of Supervisors have expressed an interest in adopting a conflicts of interest policy to provide guidance to board members in identifying and avoiding prohibited conflicts of interest pursuant to Part III of Chapter 112, Florida Statutes (the Code of Ethics for Public Officers). The attached resolution contains a conflicts of interest policy (attached as Exhibit A) consisting of common prohibitions and guidelines against agency conflicts of interest that are consistent with state law.	
<b>Additional Analysis</b>	
<b>Fiscal Impact Summary</b>	
As this is a policy pertaining to the board's ethical conduct of district business, it is not expected to have any financial impact on the board's budget or operations.	
<b>Exhibits Attached</b>	
1. Draft Resolution and Exhibit A ("Conflict of Interest Policy") thereto.	

## RESOLUTION NO. 646

### A RESOLUTION OF THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT ADOPTING A CONFLICTS OF INTEREST POLICY.

#### RECITALS

**WHEREAS**, the Central Florida Tourism Oversight District (“District”) exists pursuant its enabling act codified at Chapter 2023-5, Laws of Florida becoming effective on February 27, 2023 (the “Act”); and

**WHEREAS**, the District has determined to establish a written policy to govern the identification and management of potential conflicts of interest between the financial and personal interests of the individual members of the District’s Board of Supervisors and those members’ obligations to the District;

**WHEREAS**, such policy is derived from and developed in harmony with Part III of Chapter 112, Florida Statutes, establishing a code of ethics for public officers within the State of Florida; and

**WHEREAS**, the District is duly authorized by Chapter 2023-5 to adopt such policy and the rules and guidelines contained therein.

**NOW, THEREFORE, BE IT RESOLVED AND ORDAINED** by the Board of Supervisors of the Central Florida Tourism Oversight District, as follows:

**SECTION 1. Recitals.** The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this Resolution.

**SECTION 2. Adoption of a Conflicts of Interest Policy.** The Conflicts of Interest Policy attached hereto and incorporated herein as **Exhibit A** is hereby created and adopted.

**SECTION 3. Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Resolution.

**SECTION 4. Effective Date.** This Resolution shall become effective immediately upon adoption by the Board of Supervisors of the Central Florida Tourism Oversight District.

**PASSED AND DULY ADOPTED**, with a quorum present and voting, by the Board of Supervisors of the Central Florida Tourism Oversight District, this July 26th day of 2023.

#### CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

By: \_\_\_\_\_  
Martin Garcia  
Chair of the Board of Supervisors

Attested:

By: \_\_\_\_\_  
Tina Graham, District Clerk

## **CONFLICT OF INTEREST POLICY FOR THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**

### **I. Objective:**

To prescribe a uniform policy for prevention of conflict of interest, including, but not limited to, Board Member conduct, acceptance of Gratuities, and divulgence of District information.

### **II. Definitions.**

Board. The District's Board of Supervisors.

Board Member. A person who serves as a member of the District's Board of Supervisors.

District: The Central Florida Tourism Oversight District

Gratuities: A gift, favor, reward, entertainment, loan, or other items of monetary value tendered to a Board Member by any source other than the District.

### **III. Chapter 112, Florida Statutes.**

Part III of Chapter 112, Florida Statutes (the Code of Ethics for Public Officers and Employees), apply to all Board Members as appointed public officers. The declared policy of this law is to prohibit any Board Member from having any interest or engaging in any business or transaction or from incurring any obligation, which is in substantial conflict with the Board Member's proper discharge of his or her duties in the public interest. The law prohibits the acceptance by any Board Member of any gift, favor, or service that might reasonably tend to improperly influence him or her in the discharge of his or her official duties. The law further prohibits any Board Member from:

- using or attempting to use the official position to secure special privileges or exemptions for him/herself or others,
- accepting employment or engaging in any business or professional activity that might reasonably be expected to require or induce the disclosure of confidential information acquired by the Board Member by reason of his or her official position,
- disclosing to others or using any confidential information gained by means of a Board Member's official position for personal benefit,
- accepting other employment that might impair the independence or judgment of a Board Member in the performance of his or her public duties,
- receiving any compensation for official services to the District from any source other than the District,
- transacting any business in an official capacity of the District with any other business entity of which the Board Member is an officer, director, agent, member, or who owns a controlling interest,
- having personal investments in any enterprise that will create a substantial conflict between a Board Member's private interests and the public interest.

#### **IV. Generally.**

This policy is not intended to prevent any Board Member from accepting lawful private employment. It is also not intended to prevent any pursuit that does not interfere with the full and faithful discharge of a Board Member's public duties in accordance with the requirements of Part III of Chapter 112, Florida Statutes and these policies.

Appropriate financial disclosures as required by Part III of Chapter 112, Florida Statutes, must be timely filed by Board Members in accordance with state statutes and rules pertaining thereto.

Board Members should avoid any action, whether specifically prohibited or not, that might result in or create the appearance of:

- using his or her public office for private gain,
- offering preferential treatment to any person,
- impeding District efficiency or economy,
- losing complete independence or impartiality,
- making a District decision outside of official channels,
- adversely affecting the public's confidence in the integrity of the District.

#### **V. Gratuities:**

No Board Member may directly or indirectly solicit any Gratuity from a person, firm, or corporation who or which has sought or is seeking to obtain contractual or other business or financial gain from the District, who or which conducts operations or activities that are regulated by the District, or who or which has interests that may be substantially affected by the performance or nonperformance of a Board Member's official duties. Exceptions to the acceptance of Gratuities include:

- situations of family or personal relationships, *i.e.*, parents, children, or spouse of the Board Member, in which the circumstances clearly indicate it is those relationships that motivate rather than the business connections of a Board Member.
- acceptance of meals of nominal value, or infrequent occasions, and in the normal course of a business meeting, annual business receptions, conferences, seminars, or inspection tours, when the Board Member is properly in attendance,
- acceptance of loans from banks or other financial institutions on customary terms to finance proper and usual activities, such as home mortgage loans,
- acceptance of unsolicited advertising or promotional materials such as pens, pencils, note pads, calendars, and similar items. Such material will be prominently identified as advertising or promotional material and have a retail value of less than \$25.00,
- admission to events to which he/she is invited in an official representative capacity on behalf of the District,
- unsolicited Gratuities of a value up to and including \$100.00, provided that the Board Member and the acceptance do not violate the provisions of § 112.313, Florida Statutes.

## **EXHIBIT A**

In situations where a donor of a Gratuity is unknown and the donee is not permitted to keep the Gratuity, the Gratuity must be turned over to the District Administrator with a written report of the circumstances of how it was received. The District Administrator will dispose of the Gratuity in accordance with any established policies pertaining to such Gratuities and in the best interest of the District. In the absence of an established policy for the disposal of a surplus Gratuity, the District Administrator shall dispose of or utilize such Gratuity in a way that best supports the District and its operations. This procedure should not be interpreted to prevent a Board Member from entering into a bona fide business transaction for the services or goods and materials from a person, firm, or corporation who or which is engaged in business with the District as long as such services, goods, or materials are provided for a price and terms available to the general public.

### **VI. Divulgence of Information.**

No Board Member may furnish any information other than public information that was obtained as a result of employment with the District to gain personal advantage for him/herself or another. This prohibition may not be construed to limit, hinder, or prevent the divulgence or use of information in the performance of a Board Member's official duties but will prohibit the use of or provision of information that would place the Board Member in an advantageous position over the general public that would constitute a violation of public trust.

### **VII. Interest in Contract with the District.**

No Board Member may directly or indirectly be employed by or have an interest, directly, or indirectly, in any firm or corporation having any contractual relationship with or rendering for any consideration services to the District. No person, firm, or corporation having any contractual relation with or rendering for any consideration services to the District may employ directly or indirectly any Board Member, nor may any such firm or corporation have as a direct or indirect interested party thereof a Board Member. No person, firm, or corporation that has a Board Member as an employee or as a direct or indirect interested party therein is eligible to be considered for having a contractual relationship with or to render for any consideration services to the District.

### **VIII. Penalty.**

Violations of Part III of Chapter 112, Florida Statutes, will be addressed pursuant to § 112.317, Florida Statutes. For violations not addressed by Part III of Chapter 112, Florida Statutes, the Board may, after public hearing, censure or otherwise reprimand a Board Member who has violated this policy. Nothing herein is intended to preclude or otherwise supersede the authority of the Governor to implement or otherwise undertake any lawful disciplinary action against a Board Member as may be authorized by law.

Violation of any provision of this policy by a contractor, supplier, or vendor is sufficient cause for the denial of the right of said contractor, supplier, or vendor to bid on or to sell any materials, supplies, equipment, or services to the District for a period of time that is determined by the District Administrator. Contracts entered into by the District in violation of these policies or applicable state law are voidable by the District, and such violations constitute cause for immediate termination of such contracts.

**IX. Construction.**

These policies are intended to be supplemental to state laws pertaining to the ethical obligations of Board Members and must be construed in harmony with such laws. If a conflict between these policies and general law arises, the more stringent rule will apply, except with respect to the filing or submission of any required reports, filings, or disclosures with the supervisor of elections or other applicable state agency, in which case, state law will govern and control.