



DESTINATION PANAMA CITY
REGULARLY SCHEDULED QUARTERLY MEETING
October 13, 2020

9:00AM (immediately following the City of Panama City Commissioner Meetings)

- 1) Roll Call
- 2) Approval of Minutes – August 25, 2020
- 3) Acceptance of TDT Revenue Reports – Collections thru August 2020
- 4) Ratification of One Year Extension of the Marketing Agency of Record Contract to Fahlgren Mortine
- 5) Approve Revision of DPC Personnel Policy Manual
- 6) Select Board Chairman, Vice Chairman, and Secretary/Treasurer
- 7) CEO Update
 - a) Your Biker Gang
 - b) Marketing Campaigns kick off
 - c) Event Round-Up
- 8) Adjournment



DESTINATION PANAMA CITY
REGULARLY SCHEDULED QUARTERLY MEETING MINUTES
August 25, 2020

7:45AM (immediately BEFORE the City of Panama City Commissioner Meetings)

- 1) Roll Call
 - a) Present – Chairman Jenna Haligas, Board Member Greg Brudnicki, Board Member Mike Nichols, Board Member Kenneth Brown, Board Member Billy Rader, Board Member Nirav Banker. Absent – Board Member Jennine Brown
- 2) Approval of Minutes – July 28, 2020
 - a) Motion to approve the minutes made by Board Member Brudnicki; second by Board Member Billy Rader. Vote was unanimous.
- 3) Acceptance of TDT Revenue Reports – Collections thru June 2020
 - a) Motion to accept the TDT Revenue Report as presented made by Board Member Kenneth Brown; seconded by Board Member Brudnicki. Vote was unanimous.
- 4) Award Visitors Center Multi-use Facility Contract Award
 - a) CEO Vigil presented the results from the sealed bid process and agreed with the Florida Architects review and recommendation to award Anderson Construction the bid for the new Visitors Center.
 - b) Board Member Mike Nichols motioned to authorize CEO Vigil to negotiate and execute a contract with Anderson Construction recognizing them as the lowest responsible bidder. The motion was seconded by Board Member Brudnicki. Vote was unanimous.
 - c) Chairman Haligas discussed the current land lease between DPC and the City of Panama City stating the lease does not recognize landscape maintenance and she would like to see DPC take on those activities. The consensus of the

Board was for DPC to assume responsibility of maintenance by October 1, 2020.

- 5) There was no public participation.
- 6) The meeting adjourned at 7:55AM.

Panama City Community Development Council, Inc.
Statement of Net Position, UNAUDITED
August 31, 2020

Interim financial reporting; for internal management use only.

Assets

Cash and Cash Equivalents	\$ 438,082
Accounts Receivable	60,862
Prepaid Expenses	100
Equipment and Furniture	2,662
Allowance for Depreciation	(1,731)
Total Assets	<u><u>\$ 499,975</u></u>

Liabilities and Net Position

Liabilities:

Accounts Payable	\$ -
Other Accrued Liabilities	18,016
Deposits	100,000
Total Liabilities	<u><u>118,016</u></u>

Net Position:

Net Investment In Capital Assets	931
Unrestricted Net Position	381,028
Total Net Position	<u><u>381,959</u></u>

Total Liabilities and Net Position	<u><u>\$ 499,975</u></u>
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Final audited balances may vary from interim financial reports.

Panama City Development Council, Inc.
Statement of Revenues, Expenses and Changes in Net Position UNAUDITED
For the Period Ended August 31, 2020

Interim financial reporting; for internal management use only.

	<u>Adopted Budget</u>	<u>Y-T-D Actual</u>
Revenues:		
Intergovernmental:		
Bay County TDC Contract	\$ 799,500	\$ 799,500
Bay County Carry Forward Revenue	100,000	-
Total Intergovernmental	<u>899,500</u>	<u>799,500</u>
Miscellaneous:		
Investment/Interest earnings	-	2,761
Private Contributions & Donations	-	217,240
Miscellaneous	-	504
Sponsorship Revenue	-	58,156
Event Ticket Sales	-	2,275
Total Miscellaneous	<u>-</u>	<u>280,936</u>
Total Revenues	<u>899,500</u>	<u>1,080,436</u>
Expenses:		
Personal Services	233,131	196,477
Operating Expenses:		
Professional Services	20,000	3,580
Accounting & Auditing	23,500	10,887
Other Contractual Services	6,000	55,593
Other Contractual Services Dues	102,500	112,516
Travel and Per Diem	25,000	1,694
Non-staff Travel Expenses	5,000	2,998
Communication Services	7,500	7,705
Freight & Postage Service	25,000	398
Utility Services	5,000	2,279
Rental & Leases	25,000	31,096
Insurance	10,000	1,128
Repairs & Maintenance Svc	6,000	-
Printing & Binding	30,000	5,001
Promotional Activities	300,000	428,417
Other Current Charges	20,000	13,924
Office Supplies	1,000	2,141
Operating Supplies	12,000	5,235
Books, Publications and Memberships	30,000	19,262
Training	6,000	2,020
Operational Reserve For Contingency	3,869	-
Capital Outlay:		
Machinery & Equipment	<u>3,000</u>	<u>-</u>
Total Expenses	<u>899,500</u>	<u>902,351</u>
Net Change in Net Position	<u>\$ -</u>	\$ 178,085
Net Position - Beginning of Year		<u>203,874</u>
Net Position - End of Year		<u>\$ 381,959</u>

Final audited balances may vary from interim financial reports.



TDT Monthly Analysis

		FY20	% change	FY19 5.00%	% change	FY18 5.00%	% change	FY17 5.00%	% change	FY16 5.00%	% change	FY15 5.00%
OCT	131.67%	123,861.73	-47.21%	53,465.19	-10.17%	101,281.73	19.23%	112,754.00		94,571.27		-
NOV	123.84%	91,643.79	-41.31%	40,942.54	-4.86%	69,765.50	11.00%	73,327.00		66,059.88		-
DEC	118.73%	82,443.03	-45.66%	37,691.14	5.63%	69,355.65	5.76%	65,657.00		62,079.90		-
JAN	57.93%	79,980.05	-23.33%	50,642.49	-6.09%	66,053.88	-10.00%	70,339.00	23.92%	78,155.39		63,069.50
FEB	23.55%	73,996.73	-27.20%	59,891.56	-3.94%	82,266.95	-7.72%	85,637.00	5.64%	92,804.00		87,845.52
MAR	10.47%	88,811.23	-45.62%	80,393.83	-4.76%	147,842.53	-2.82%	155,229.00	-20.33%	159,731.00		200,483.24
APR	-41.19%	66,107.75	-24.44%	112,406.97	-0.32%	148,755.72	-2.61%	149,230.00	17.10%	153,227.00		130,848.26
MAY	-26.75%	102,481.39	-12.71%	139,913.92	0.48%	160,287.99	4.75%	159,517.00	4.15%	152,286.00		146,220.71
JUN	49.20%	280,201.96	-21.88%	187,808.86	17.94%	240,405.16	-3.22%	203,829.00	4.32%	210,619.00		201,906.34
JUL	-23.78%	176,685.02	-15.73%	231,805.34	4.60%	275,072.33	-1.10%	262,982.00	11.66%	265,911.00		238,143.02
AUG	-20.35%	125,871.61	19.03%	158,028.14	7.51%	132,766.82	14.11%	123,488.00	-8.34%	108,223.00		118,070.60
SEP			7.07%	125,158.45	2.78%	116,889.75	14.31%	113,733.00	3.74%	99,494.00		95,907.58
TOTAL	12.06%	1,292,084.29	-20.65%	1,278,148.43	2.22%	1,610,744.01	2.11%	\$ 1,575,722	20.32%	\$ 1,543,161		\$ 1,282,495

2.96%

1,292,084.29 FY20 YTD

763,156.50 FY19 YTD

1,086,015.11 FY18YTD

-13.51%

-11.62%

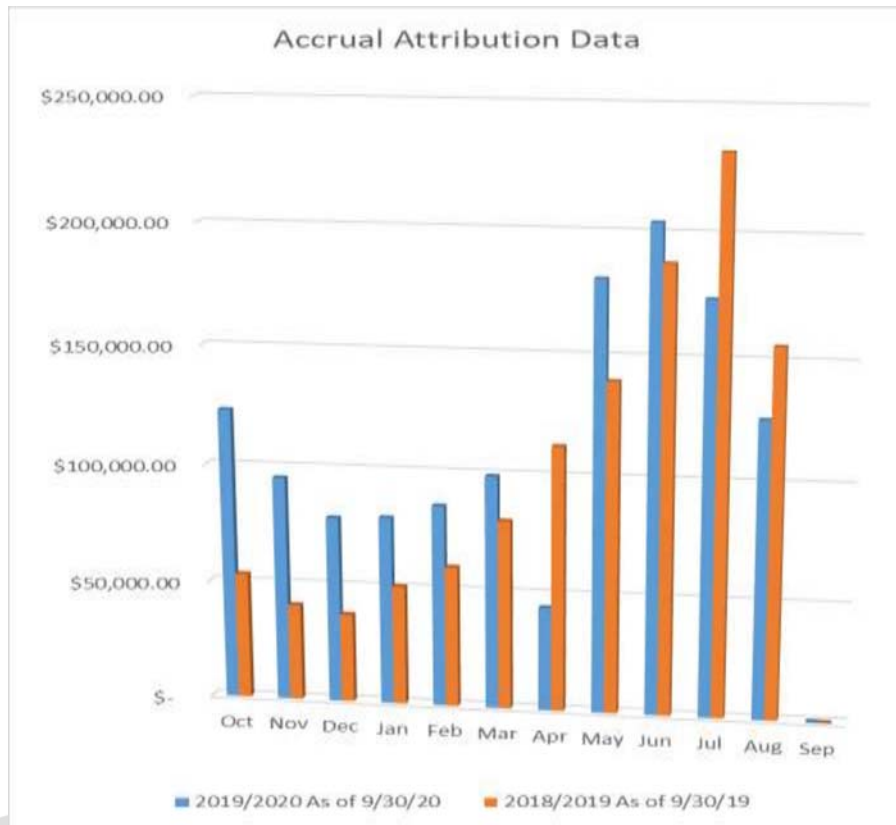
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Tourist Development Tax, Bay County, Florida

Panama City



	<u>2019/2020 As</u> <u>of 9/30/20</u>	<u>2018/2019 As</u> <u>of 9/30/19</u>	<u>Variance</u>	<u>Variance %</u>	<u>2018/2019</u> <u>FINAL 9/30/20</u>
Oct	\$ 123,225.69	\$ 53,465.19	\$ 69,760.50	130.48%	\$ 53,465.19
Nov	\$ 95,203.28	\$ 40,942.54	\$ 54,260.74	132.53%	\$ 40,942.54
Dec	\$ 78,999.83	\$ 37,691.14	\$ 41,308.69	109.60%	\$ 40,885.58
Jan	\$ 79,863.76	\$ 50,642.49	\$ 29,221.27	57.70%	\$ 50,642.49
Feb	\$ 85,756.52	\$ 59,891.56	\$ 25,864.96	43.19%	\$ 59,891.56
Mar	\$ 99,014.02	\$ 80,393.83	\$ 18,620.19	23.16%	\$ 80,393.83
Apr	\$ 44,145.17	\$ 112,406.97	\$ (68,261.80)	-60.73%	\$ 111,952.23
May	\$ 181,137.42	\$ 139,913.92	\$ 41,223.50	29.46%	\$ 139,045.44
Jun	\$ 203,963.90	\$ 187,808.86	\$ 16,155.04	8.60%	\$ 187,808.86
Jul	\$ 174,031.56	\$ 231,805.34	\$ (57,773.78)	-24.92%	\$ 231,648.37
Aug	\$ 126,027.88	\$ 155,812.93	\$ (29,785.05)	-19.12%	\$ 158,028.14
Sep	\$ 79.22	\$ -	\$ 79.22		
	\$ 1,291,448.25	\$ 1,150,774.77	\$ 140,673.48	12.22%	\$ 1,154,704.23

Bay County Tourist Development Tax, Post Office Box 1230, Panama City, Florida 32402

Express Delivery: 840 w 11th St Suite #3000, Panama City, Florida 32401

Phone: (850) 747-5226 Fax: (850) 747-5212

Visit us at: <https://TDC.BayCoClerk.com/TouristTax/> Email: TDC@BayCoClerk.com



Tourist Development Tax, Bay County, Florida

FY2020 Cash/Accrual Breakdown

Panama City

Attributed period	Collected in											
	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	
	Pre	\$ 636.04	\$ -									\$ 636.04
	Oct	\$ 123,225.69	\$ -									\$ 123,225.69
	Nov		\$ 91,643.79	\$ 3,550.25	\$ 9.24							\$ 95,203.28
	Dec			\$ 78,892.78	\$ 107.05							\$ 78,999.83
	Jan				\$ 79,863.76							\$ 79,863.76
	Feb					\$ 70,308.95	\$ 1,993.52	\$ 13,454.05				\$ 85,756.52
	Mar					\$ 3,687.78	\$ 86,817.71	\$ 8,508.53				\$ 99,014.02
	Apr							\$ 44,145.17				\$ 44,145.17
	May								\$ 102,318.81	\$ 77,834.54	\$ 984.07	\$ 181,137.42
	Jun								\$ 162.58	\$ 202,367.42	\$ 1,433.90	\$ 203,963.90
Jul										\$ 173,951.40	\$ 80.16	\$ 174,031.56
Aug										\$ 315.65	\$ 125,712.23	\$ 126,027.88
Sep											\$ 79.22	\$ 79.22
Post												\$ -
	\$ 123,861.73	\$ 91,643.79	\$ 82,443.03	\$ 79,980.05	\$ 73,996.73	\$ 88,811.23	\$ 66,107.75	\$ 102,481.39	\$ 280,201.96	\$ 176,685.02	\$ 125,871.61	\$ 1,292,084.29

Bay County Tourist Development Tax, Post Office Box 1230, Panama City, Florida 32402

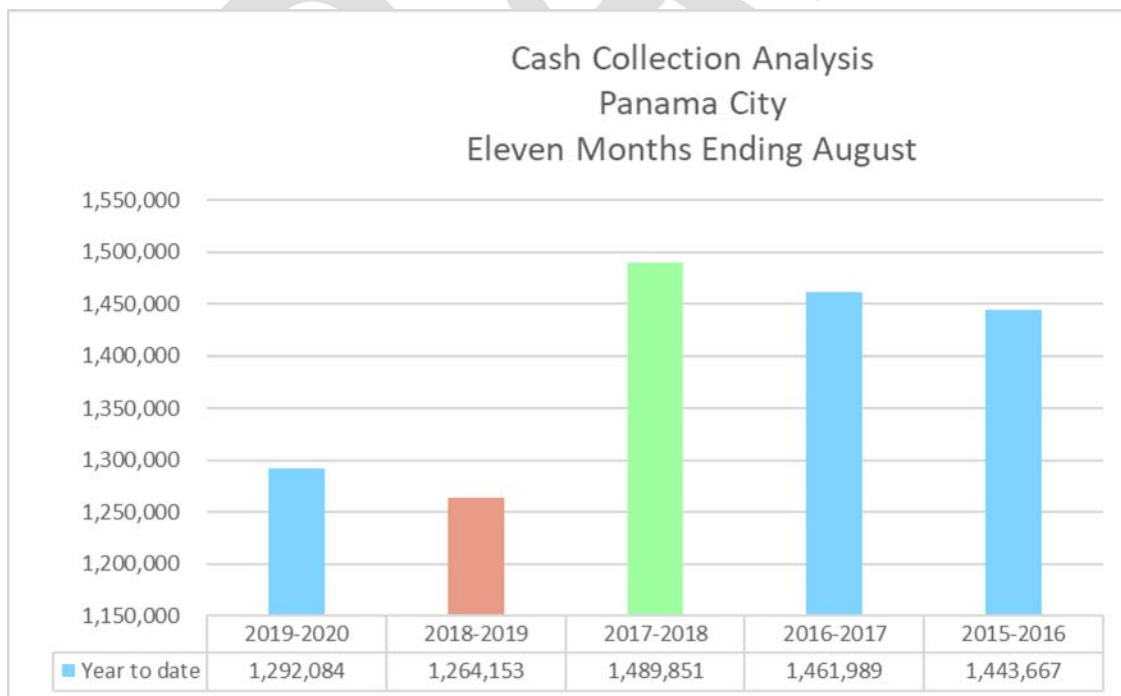
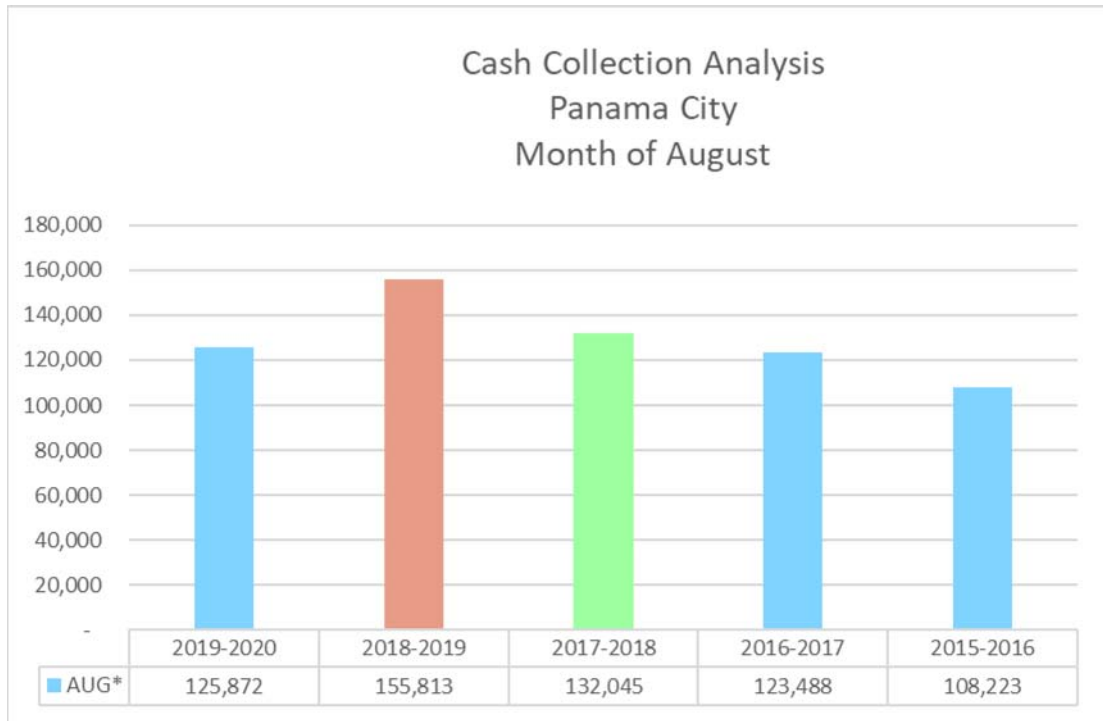
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Tourist Development Tax, Bay County, Florida



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**Panama City Community Development Council
dba Destination Panama City
Agenda Item Summary**

1. PRESENTER NAME:

Jennifer M. Vigil
President & CEO

2. MEETING DATE:

10/13/2020

3. REQUESTED MOTION/ACTION:

CEO Vigil is requesting the Board ratify her decision to authorize the one year contract extension in the marketing agency contract of record for Fahlgren Mortine.

4. AGENDA

PRESENTATION ☐
PUBLIC HEARING ☐
CONSENT ☐
REGULAR ☒

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: YES ☒ NO ☐ IF NO, STATE ACTION REQUIRED ☐ N/A

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: YES ☐ NO ☐

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT ACTION WILL BE ACCOMPLISHED, (WHO, WHERE, WHEN & HOW))

In FY 2020, Fahlgren Mortine was awarded the Marketing Agency of Record Contract after a comprehensive RFQ process and formal presentations made to the Destination Panama City Board of Directors.

Fahlgren Mortine has been essential in helping Destination Panama City staff develop a new Visitors Guide and a Welcome Back Campaign in response to the Covid-19 pandemic. For obvious reasons, those marketing campaigns were held during the pandemic. It did not make sense to end the relationship with Fahlgren Mortine before the campaigns went live. CEO Vigil made the decision to utilize the one year contract extension to ensure that the Fahlgren Mortine team remained on during the execution of the campaigns.

Destination Panama City is very pleased with the work that Fahlgren Mortine has helped facilitate and the working relationships are highly productive.

***Panama City Community Development Council
dba Destination Panama City
Agenda Item Summary***

1. PRESENTER NAME:

Jennifer M. Vigil
President & CEO

2. MEETING DATE:

10/13/2020

3. REQUESTED MOTION/ACTION:

Approve the amended Personnel Policy Manual as presented.

4. AGENDA

PRESENTATION ☐
PUBLIC HEARING ☐
CONSENT ☐
REGULAR ☒

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: YES ☒ NO ☐ IF NO, STATE ACTION REQUIRED ☐ N/A

BUDGET ACTION:
FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: YES ☐ NO ☐

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT ACTION WILL BE ACCOMPLISHED, (WHO, WHERE, WHEN & HOW))

Since Hurricane Michael, the staff supporting Destination Panama City has been subsidized by the Federal WOIA Program that places and funds positions to qualified agencies. This program was a federal initiative to help local businesses to stay operational and help dislocated workers in finding appropriate employment.

The grant funding will come to an end sometime in the FY21 fiscal year. The part-time staff members placed through this program are essential in keeping minimum manning for the Visitors Center. The new Destination Panama City Visitors Center anticipated completion is May 2021. The new facility will have to be fully manned in order to be revenue generating and an asset to the community.

CEO Vigil has reviewed the personnel policy manual and the SEP retirement plan with Raymond James representative, Billy Stevenson. She has also discussed the part-time criteria as it pertains to health coverage with Board Member Mike Nichols. To stay compliant with SEP program guidelines, FLSA, and Florida Health insurance coverage requirements some amendments have been made to the personnel policy manual.

The definition of Part-time employee has been defined as an employee averaging less than 25 hours per specific pay week (50 hours per pay period) and is not entitled to health care coverage. SEP retirement plans require that all employees be treated exactly the same and therefore, part-time employees, after a year of service, will be eligible for 10% employer paid SEP retirement.

These definitions help to keep costs down while still attracting quality applicants for the positions.



FAHLGREN MORTINE

**Amendment #1
to
Service Agreement**

This Amendment #1 to the Service Agreement ("Amendment") is made effective as of the 3 day of September, 2020 (the "Effective Date") by and between Destination Panama City ("Client") and Fahlgren Inc. (dba Fahlgren Mortine) ("Fahlgren"). Client and Fahlgren may each be referred to herein as a "Party" and collectively, the "Parties".

WHEREAS, the Parties entered into a Service Agreement dated December 10, 2019 (referred to herein as the "Agreement");

WHEREAS, the Parties now desire to amend the term of the Agreement; and,

NOW THEREFORE, in consideration of the foregoing recitals and the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the Parties hereby agree to amend the Agreement as follows:

1. **Term Extension.** The Parties desire to extend the term of the Service Agreement for the twelve (12) month period from December 10, 2020 through December 9, 2021
2. **Rate Change.** Client agrees that Fahlgren's fixed hourly rate for all services, as outlined in Exhibit 1B, shall increase from \$150 per hour to \$160 per hour effective January 1, 2021. The administrative function rate of \$75 per hour and the media commission of 7% of gross shall remain unchanged.
3. **Additional Services.** Effective October 1, 2020, the Parties agree that Fahlgren will charge client a separate, public relations retainer fee effective October 1, 2020 through September 30, 2021. The fee shall be based on thirteen (13) hours per month, and Fahlgren will charge Client \$1,950.00 per month for October through December 2020 and \$2,080.00 per month beginning in January 2021 through September 30, 2021. The total, 12-month fee, therefore, will equate to \$24,570.00.
4. **No other changes.** Except to the extent modified herein, the Agreement shall remain in full force and effect, unchanged and binding upon the Parties in all other material respects. In the event of any conflict between the Agreement and this Amendment, this Amendment shall prevail.
5. **Defined Terms.** Unless otherwise defined herein, all capitalized terms herein shall have the original meanings set forth in the Agreement.

WHEREFORE, the parties hereto have caused this Amendment to be executed by their duly authorized representatives.

Destination Panama City

By: [Signature]

Name: Jennifer Vigil

Title: President & CEO

Date: 09/03/2020

Fahlgren, Inc.

By: [Signature]

Name: Amy Bagner

Title: Account Director

Date: 9/3/2020



FAHLGREN MORTINE

**Amendment #1
to
Service Agreement**

This Amendment #1 to the Service Agreement ("Amendment") is made effective as of the 3 day of September, 2020 (the "Effective Date") by and between Destination Panama City ("Client") and Fahlgren Inc. (dba Fahlgren Mortine) ("Fahlgren"). Client and Fahlgren may each be referred to herein as a "Party" and collectively, the "Parties".

WHEREAS, the Parties entered into a Service Agreement dated December 10, 2019 (referred to herein as the "Agreement");

WHEREAS, the Parties now desire to amend the term of the Agreement; and,

NOW THEREFORE, in consideration of the foregoing recitals and the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the Parties hereby agree to amend the Agreement as follows:

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WHEREFORE, the parties hereto have caused this Amendment to be executed by their duly authorized representatives.

Destination Panama City

By: [Signature]

Name: Jennifer Vigil

Title: President & CEO

Date: 09/03/2020

Fahlgren, Inc.

By: [Signature]

Name: Amy Bagner

Title: Account Director

Date: 9/3/2020

PANAMA CITY COMMUNITY DEVELOPMENT COUNCIL, Inc.

BY-LAWS

And

PRACTICES ANDPROCEDURES MANUAL

Adopted May 8, 2018.

Approved by the City Commission of the City of Panama City, .

Approved by the Bay County Tourist Development Council

Approved by the Bay County Board of County Commissioners

1.000 GENERAL

1.100 STATEMENT OF ORGANIZATION

Pursuant to the Local Option Tourist Development Act, Section 125.0104, Florida Statutes, the Board of County Commissioners of Bay County, Florida (the "County" or "BOCC"), has established the Bay County Tourist Development Council (the "TDC"), imposed a Tourist Development Tax, approved a Tourist Development Plan for Panama City in pursuant to the mission set forth in 1.500, and, in concert with the Council itself and the City of Panama City, established the Panama City Community Development Council, Inc., (the "PC_CDC"). The PC_CDC, through an annual contract with the BOCC, has the express responsibility of executing the destination marketing activities for the greater Panama City Beaches on behalf of the Board and Council.

1.200 NAME

"Panama CityCommunity Development Council" or "PC_CDC." The PC_CDC may adopt a fictitious name to complement its marketing efforts.

1.300 LOCATION OF OFFICE

The PC_CDC shall have such offices within the City of Panama City as the PC_CDC may from time to time determine to be necessary.

1.400 LEGAL AUTHORITY

Incorporated as a Florida not-for-profit corporation and recognized under IRS guidelines as a 501(c)6 qualified organization, the PC_CDC's legal authority for serving as the tourism promotion agency for Panama City and discharging its mission is found under Section 125.0104(9), *Florida Statutes*; County Resolution No. 14-21 the PC_CDC's Articles of Incorporation, the annual Agreement for Marketing and Promotional Services between the PC_CDC and the County; and Chapter 617, *Florida Statutes* (not-for-profit corporations).

1.500 MISSION AND EXECUTION

(a) The mission of the PC_CDC is to promote a positive image for Panama City, increase tourism, and coordinate the marketing efforts of the total tourism community.

(b) The PC_CDC shall prepare an annual budget and a program of work to promote and market the Panama City, initially focusing upon Downtown, St. Andrews and Millville. The budget and program of work will outline the PC_CDC's plans to attract tourists through market research, advertising and public relations efforts, as well as through both conducting and supporting special events, and developing or assisting in the development of capital projects whose predominate purpose is the attraction of tourists.

(d) The PC_CDC shall serve as the official Destination Marketing Organization for the Panama City area to promote and market tourism there.

(e) The PC_CDC Board of Directors shall establish PC_CDC policies and the strategic direction.

2.000 PC_CDC BOARD MEMBERS, OFFICERS AND STAFF

2.100 PC_CDC BOARD COMPOSITION AND VACANCIES

As prescribed by the Charter of the PC_CDC and City of Panama City Ordinance No. 2652, the members of the City Commission of the City of Panama City shall serve, *ex officio*, and without compensation, as members of the Board of Directors of the PC_CDC. The elected members of the City Commission shall be joined by one large collector partner (defined as having more than 100 rooms in inventory) and one small collector partner (defined as having fewer than 100 rooms in inventory) to serve as the PC_CDC Board of Directors. The term of elected members of the board run concurrent with their service of public office. The appointment, removal, or replacement of the collector members of the board is at the pleasure of the majority of the board.

2.200 OFFICERS

The PC_CDC Board of Directors shall elect from among their members a Chairman, Vice Chairman and a Secretary/Treasurer. The Chairman of the Board of Directors shall preside at all meetings of the Board and shall have the general supervision of the affairs of the Board. In the absence of the Chairman, the Vice-Chairman shall act in the place and stead of the Chairman. The Chairman in the absence of the President/CEO, and the Vice-Chairman in the absence of the President/CEO and the Chairman shall act as an executive officer of the Corporation in the place and stead of the President/CEO. Additionally, the Board of Directors may, but shall not be obligated to, specify by resolution certain executive acts requiring the joint action of two of the three of the President/CEO, the Chairman and the Vice Chairman. The Secretary/Treasurer shall maintain or cause to be maintained the seal and books and records of the Corporation and, as may be designated by the Board of Directors, approve expenditure of corporate funds.

2.300 PRESIDENT/CEO

The PC_CDCPresident/CEO is employed by, and reports exclusively to the PC_CDC Board of Directors. The President/CEO is responsible for the operation of the PC_CDC and the implementation of the PC_CDC's program of work within the approved budget.

2.400 ADMINISTRATIVE STAFF

The President/CEO will make recommendations to the PC_CDC Board of Directors regarding staffing requirements, including all positions and corresponding salary ranges. The President/CEO shall hire, terminate, and manage on behalf of the PC_CDC, the appropriate staff for the positions approved by the PC_CDC Board of Directors.

2.500 INDEMNIFICATION

In consideration of service to it, the Corporation agrees to defend, indemnify and hold harmless any person made or threatened to be made a party to any action or proceeding, whether civil or criminal, by reason of the fact such person (or that person's ward, testator or intestate) is or was a Board member or an officer of the Corporation, or serves or served any other corporation, entity, subordinate agency or organization in any capacity

at the request of the Board of Directors while such a Board member or officer of the Corporation, from and against liability or loss that such person may sustain as a result of claims, demands, costs, judgments, fines or amounts paid in settlement upon approval of the Board of Directors, including reasonable attorney's fees and costs of investigation, whether suit be filed or not and including appeal, arising from or in any way associated with such person's service or tenure as such Board member or officer of the Corporation. staff for the positions approved by the PC_CDC Board of Directors.

3.300 BOARD MEETINGS

3.100 REGULAR

The PC_CDCBoard of Directors shall establish regular meeting sessions and shall conduct its business in the manner hereinafter described.

3.200 SPECIAL

A Board meeting may be called by the Chairperson, the Vice Chairperson, by three (3) PC_CDCBoard members or by the President/Chief Executive Officer of the PC_CDC..

3.300 QUORUM

Four (4) PC_CDC Board Members shall constitute a quorum of the PC_CDC Board for purposes of conducting business.

3.400 FREQUENCY AND DURATION

The PC_CDC Board of Directors shall meet on an as needed basis, but not less than once per quarter, unless the Chairperson shall determine on occasion that the absence and inconvenience of the members outweighs the necessity of the matters to be considered, and may call special meetings as the need arises. The duration of each meeting will vary according to need.

3.500 LOCATION

PC_CDC Board of Directors meetings will be held in such locations within the City of Panama City as the PC_CDC Board of Directors may from time to time determine.

3.600 AGENDA

(a) A suggested agenda shall be prepared for each board meeting by the President/CEO in consultation with the Chairperson. Items may be placed on the agenda by any PC_CDC Board member. Agenda items must be submitted by Wednesday morning the week prior to a regularly scheduled meeting.

(b) The agenda will normally contain a public participation item during which members of the public may address the PC_CDC Board of Directors subject to constraints of available time.

(c) The agenda will normally contain a President's Report as an agenda item.

3.700 RULES OF PROCEDURE

Meetings of the PC_CDC Board of Directors will be conducted in a manner to permit the greatest possible participation by all board members and the interested public. Roberts Rules of Order will serve as a guide to conduct the PC_CDC Board of Directors' business but shall not bind the board.

3.800 MINUTES

Written minutes shall be kept of each PC_CDC Board of Directors meeting.

3.900 NOTICE TO PUBLIC

Times and places of all PC_CDC meetings shall be given to public media. It shall be sufficient to notify such media of the times and places of regularly scheduled meetings and to give reasonable notice of other meetings.

4.000 AD HOC COMMITTEES

4.100 CREATION AND APPOINTMENTS

The Chairman of the Board of Directors may create ad hoc committees for a stated purpose comprised of at least one board member and such other persons as he or she may

deem appropriate. The committee and all appointments shall expire at the expiration of the Chairman's then current term, regardless of whether the Chairman is re-elected to serve a consecutive term.

4.200 STATUS OF COMMITTEES.

All committee meetings of the PC_CDC Board of Directors and their records shall be treated as public meetings and records under the Florida open government laws.

5.000 CONVENTION AND VISITOR BUREAU EXPENDITURES

5.100 PC_CDC POLICIES

PC_CDC staff shall abide by the policies and procedures, as established and amended from time to time by the PC_CDC Board of Directors. These policies may include, but are not limited to: Cooperative Marketing Policies, Operational Policies, Personnel Policies, Purchasing and Budget Expenditure Policies, and Travel Policies.

5.200 PROGRAM OF WORK AND BUDGET DETAIL

The PC_CDC President/CEO shall prepare an annual program of work and budget to execute the program of work, in such detail as the PC_CDC Board of Directors or the TDC or the BOCC shall request.

5.300 PROGRAM OF WORK AND BUDGET APPROVAL

The PC_CDC program of work and annual budget shall be approved by the PC_CDC Board of Directors during its routine budget process.

5.400 ANNUAL AGREEMENT FOR MARKETING AND PROMOTIONAL SERVICES

Upon approval by the PC_CDC Board of Directors and pursuant to the TDC Resolution 14-5, the PC_CDC President/CEO shall present the program of work and budget to the TDC for review and recommendation and then to the BOCC for approval and incorporation into the annual Agreement for Marketing and Promotional Services between the County and the PC_CDC. That agreement shall be administered for the

PC_CDC by the President/CEO and for the County by the County Manager or his designee.

5.500 CHANGES TO THE PROGRAM OF WORK AND BUDGET AMENDMENTS

The PC_CDC Board of Directors may amend the PC_CDC's program of work and the corresponding departmental budgets to more effectively execute the PC_CDC's mission and strategic plan. Amendments that constitute a material change in the program of work approved by the County in its approval of the annual Agreement for Marketing and Promotional Services shall require the County's concurrence. The PC_CDC President/CEO shall review any amendments to the program of work with the County's designated administrator of the Agreement for Marketing and Promotional Services to determine if the change is material. If the change is deemed to be material, the PC_CDC President/CEO shall seek approval from the County. The PC_CDC President/CEO may shift funds within PC_CDC departments as needed to execute the approved program of work. Changes to departmental budgets require approval of the PC_CDC Board of Directors.

End.

**PERSONNEL POLICIES FOR
EMPLOYEES OF THE**

**PANAMA CITY
COMMUNITY DEVELOPMENT CORPORATION, INC
(CDC)**

WELCOME

It is my pleasure to welcome you as an employee of Panama City Development Corporation Inc. I am sure that the skills and ability you bring to us will make you a valuable member of CDC team.

This manual will help you get started in your new job and will explain some general facts you need to know about rules, your pay, work hours, benefits and your responsibilities and rights as an employee. Please read your manual carefully and discuss any questions you might have with your Supervisor.

Our primary job as CDC employees is to give prompt, courteous and efficient service to our visitors and industry partners. As we share in the experience of working together, you will be making an important contribution to the growth and well-being of Panama City.

I hope that you will take pride in your new job and that you will find your work interesting, satisfying and rewarding.

I wish you every success in your career with the Panama City Community Development Corporation, Inc.

Sincerely,

CEO

MESSAGE FROM THE PANAMA CITY COMMUNITY DEVELOPMENT CORPORATION, INC. (CDC)

The policy of the Panama City Community Development Corporation, Inc. has been and will continue to be one of an open door policy, under which all employees have the right, and are encouraged, to deal directly with their supervisors and other members of management on matters pertaining to working conditions. Employees of the CDC are important individuals and we will always strive to ensure equitable treatment.

The working environment within the organization of the CDC is good. Our philosophy includes goals of maintaining a climate of excellent employee relations showing respect for the rights and dignity of employees, as well as striving for employee satisfaction through merit compensation, comprehensive benefits and job security. We continually work to treat all employees fairly and as individuals.

The personnel policies and procedures contained in the manual are designed to provide employees of the CDC with a sound and equitable system of personnel management.

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SECTION I
POLICY STATEMENTS

THE OBJECTIVES OF THE PERSONNEL POLICIES ARE:

- A. To provide efficient and friendly service at all times to the visitors and industry partners that we serve.
- B. To attract and retain employees of the highest caliber.
- C. To select employees based on qualifications, knowledge and skill.
- D. To provide a pay plan and employee benefits which are fair and competitive.
- E. To provide clean, safe, and pleasant working conditions.
- F. To provide opportunities for employees to increase their skills and job potential through training and educational opportunities.
- G. To promote from within based upon qualifications, performance, knowledge, skills, and potential to handle increased responsibilities.
- H. To encourage the development of individual acceptance of responsibility for the attainment of outstanding public service.

EQUAL EMPLOYMENT OPPORTUNITY

The Panama City Community Development Corporation, Inc (CDC) is an equal opportunity employer. All employment decisions are made on the basis of individual skills, regardless of such factors as race, color, religion, national origin, sex, age, marital status, disability or other protected status. The CDC will make reasonable accommodations consistent with applicable law to the known disabilities of an otherwise qualified applicant or employee who is able to perform the essential functions of the position sought or held. The CDC does not tolerate discrimination or unlawful harassment (including sexual harassment). Likewise, the CDC does not permit retaliation for reporting unlawful conduct.

SEXUAL HARASSMENT PROHIBITION

1. Policy

The CDC is committed to maintaining a work environment free of sexual harassment. The CDC will not tolerate the sexual harassment of any employee(s), by any manager(s), supervisor(s), co-worker(s), vendor(s), client(s), or other persons. All personnel are responsible for maintaining a workplace that is free of sexual harassment and intimidation. The CEO will promptly, thoroughly, and expeditiously investigate all complaints of sexual harassment. If, after a thorough investigation, it is determined that sexual harassment has occurred, immediate and appropriate disciplinary action up to and including discharge will be taken. Appropriate follow-up steps will also be taken. No one, whether or not sexual harassment is found to have occurred, will be retaliated against because he or she reported alleged sexual harassment.

The CDC is also equally opposed to bad faith claims of sexual harassment which have no rational basis in fact or justifiable employee perception, and are deliberately designed to affect adversely the employment or personal relationships of persons against whom the complaint is made. The CDC takes this strong stand because such claims often affect the future employment and important family relationships of not only the claimant, but also the person against whom the claim is made.

2. Definitions

Unwelcome sexual advances, requests for sexual favors, and any other physical, verbal, or visual conduct of a sexual nature constitute sexual harassment when:

- a. Submission to the conduct is an explicit or implicit term or condition of employment or continued employment; or
- b. Submission to or rejection of the conduct is used as a basis for employment decisions affecting an employee, such as promotion, demotion, or evaluation, or

- c. The conduct has the purpose or effect of interfering with an employee's work performance or creating an intimidating, hostile, or offensive work environment.

3. Examples

Sexual harassment may include, but is not limited to:

- a. Unwelcome sexual propositions;
- b. Sexual innuendos;
- c. Sexually suggestive remarks;
- d. Vulgar or sexually explicit comments, gestures, or conduct, and leering or inappropriate visual survey;
- e. Sexually oriented kidding, teasing, or practical jokes;
- f. Physical contact such as brushing against another's body, pinching, or patting;
- g. The publication and/or display in the workplace, to anyone, of documents (including pictures and text) or items that contain any material that is of a sexual nature; and/or
- h. Using the computer to access any web site, newsgroup, CD, floppy disk, or any other resource, that contains material that is of a sexual nature.

It is critical to note that sexual harassment may occur when the intended target of the conduct is not offended, but others that witness the conduct reasonably find the conduct to be intimidating, hostile, or abusive.

4. Every Employee Is Responsible For Making The CDC Aware Of Any Sexual Harassment

All personnel are responsible for making the CDC aware of any incident/reports that sexual harassment or intimidation is occurring in the workplace. If any employee is subject to sexual harassment, receives a report that sexual harassment in the workplace is occurring, or witnesses sexual harassment in the workplace, he/she has an affirmative obligation to report such conduct to his or her Supervisor or the CEO. If after an investigation is conducted it is determined that sexual harassment has occurred and that an employee failed to fulfill his/her affirmative obligation to report the sexual harassment, the employee failing to report may be subject to discipline, up to and including termination.

5. Supervisor's Responsibility

In addition to the aforementioned responsibility, all supervisors and management personnel are also responsible for taking the following steps to prevent sexual harassment:

- a. Make sure that all subordinates and new hires have received a copy of the sexual harassment policy and have signed the acknowledgement that they have received and read the policy.
- b. Remind personnel of the Policy if any inappropriate comment, joke, etc. is made even if during breaks.
- c. Advise employees that they must not tolerate denigrating or hostile treatment that is of a sexual nature, and that everyone has a right to work in an environment free of sexual harassment.
- d. Inform all employees of the sexual harassment complaint process, including employees' right to by-pass an offending supervisor and/or management member and go directly to the CEO. In the event of a complaint against the CEO, the employee has a right to contact the CDC Chairman.
- e. Advise each employee that they must say something immediately if a supervisor says or does something that could be construed as sexual harassment.
- f. Advise employees that they should not worry about whether the complaint actually constitutes sexual harassment. If the behavior makes the employee uncomfortable he/she must report it.
- g. Advise and assure employees that they will never be retaliated against because they complained about or reported sexual harassment, whether or not it is substantiated.
- h. Immediately report any complaints, observations, or concerns of sexual harassment to the CEO and/or the immediate supervisor. In the event of a complaint against the CEO, the employee has a right to contact the CEO. All supervisors and/or management members are required to notify the CEO of any sexual harassment complaint.

Failure to follow or implement any of the foregoing may be grounds for discipline up to and including termination.

6. Complaint and Investigation Procedure for Sexual Harassment

Initial Complaint

Any employee who believes he or she has been the subject of sexual harassment may report the alleged act immediately to his or her supervisor, who will report the alleged act immediately to the CEO. If the complaint involves the employee's supervisor, the complaint must be filed directly with the CEO. Employees are not expected to report sexual harassment to the person they believe is harassing them. Anonymous complaints of sexual harassment will also be taken seriously.

Confidentiality and Timeliness

All complaints will be handled in a timely and confidential manner. Anyone involved in a complaint will be instructed not to discuss the subject outside the investigation. Personnel that violate this instruction are subject to immediate termination. Communication will be made to others only on a "need to know" basis. The purpose of this provision is to protect the confidentiality of the employee, who files the complaint, to encourage the reporting of any incidents of sexual harassment, and to protect the person charged with an unsubstantiated charge of sexual harassment. All investigations should be completed promptly.

Nature of Investigation

Investigation of a complaint will normally include conferring with the parties involved and any named or apparent witnesses. All persons who participate in such investigation shall be protected from coercion, intimidation, retaliation, interference, or discrimination for filing a complaint or participating in an investigation, whether or not the charge is substantiated.

Conclusion of Investigation

If, after a thorough investigation, it is determined that sexual harassment has occurred, immediate and appropriate disciplinary action up to and including termination will be taken. If necessary, follow-up steps will be taken to ensure that the sexual harassment has stopped.

PROHIBITION OF OTHER UNLAWFUL HARASSMENT AND/OR DISCRIMINATION

1. Policy

The CDC is also committed to maintaining a work environment free of harassment and/or discrimination on the basis of race, color, religion, gender, national origin, age, marital status, sexual orientation, disability, or other protected status. The CDC will not tolerate unlawful harassment and/or discrimination of any person by any manager(s), supervisor(s), co-worker(s), employee(s), vendor(s), or anyone else. All personnel are also responsible for maintaining a workplace that is free of unlawful harassment and/or discrimination. The CDC is committed to promptly and thoroughly investigating all complaints of harassment and/or discrimination usually within thirty (30) days. If, after a thorough investigation, it is determined that harassment and/or discrimination has occurred, immediate and appropriate disciplinary action up to and including discharge will be taken. If necessary, appropriate follow-up steps will also be taken to ensure that the harassment and/or discrimination have stopped.

2. Examples of Harassment

Harassment is verbal or physical conduct that makes “fun of”, denigrates, or shows hostility, dislike, or aversion toward an individual because of their race, color, religion, gender, national origin, age, marital status, sexual orientation, disability, or other protected status when it:

- a. has the purpose or effect of creating an intimidating, hostile, or offensive working environment;
- b. has the purpose or effect of unreasonably interfering with an individual’s work performance; or creating an intimidating, hostile or offensive environment;
- c. otherwise adversely affects an individual’s employment opportunities.

Harassment includes, but is not limited to, the following:

- a. epithets, slurs, negative stereotyping, “jokes”, or threatening, intimidating, or hostile acts that relate to race, color, religion, gender, national origin, age, marital status, sexual orientation, disability, or other protected status; or
- b. written or graphic material that denigrates or shows hostility toward an individual or group because of race, color, religion, gender, national origin, age, marital status, sexual orientation, disability, or other protected status and that is placed on walls, bulletin boards, or elsewhere on the CDC’s premises, or circulated in the workplace. This also includes “jokes” or “pranks” that are hostile or demeaning,

such as hate mail, threats, defaced photographs, or pictures.

It is critical to note that harassment may occur when the intended target of the conduct is not offended, but others that witness the conduct reasonably find the conduct to be intimidating, hostile, or abusive.

3. Examples of Discrimination

Discrimination in the workplace occurs when employment related decisions, including but not limited to, promotions, discipline, and/or fringe benefit allocations, are based upon employees race, color, religion, gender, national origin, age, marital status, sexual orientation, disability, or other protected status.

4. Every Employee Is Responsible For Making The CDC Aware Of Any Complaints Of Harassment and/or Discrimination.

All personnel are responsible for maintaining a workplace that is free of harassment and/or discrimination. Thus, if any employee is subject to harassment and/or discrimination, receives a report that harassment and/or discrimination in the workplace is occurring, or witnesses harassment and/or discrimination in the workplace, he/she has an affirmative obligation to report such conduct to his or her supervisor or the CEO. If it is determined after an investigation that harassment and/or discrimination have occurred, and it is determined that any employee failed to fulfill his/her affirmative obligation to report the harassment and/or discrimination, the employee failing to report may be subject to discipline, up to and including termination.

5. Supervisors' Responsibility

In addition to the aforementioned responsibility, all supervisors and management personnel are also responsible for taking the following steps to prevent harassment and/or discrimination:

- a. Make sure that all subordinates and new hires have received a copy of the harassment and/or discrimination policy and have signed the acknowledgment that they have received and read the policy.
- b. Remind personnel of the Policy if any inappropriate comment, joke, etc. is made even if during breaks.
- c. Advise employees that they must not tolerate hostile and/or discriminatory treatment of any kind, and that everyone has a right to work in an environment free of harassment and/or discrimination.

- d. Inform all employees of the harassment/discrimination complaint process, including the employee's right to by-pass an offending supervisor and/or management member and go directly to the CEO.
- e. Advise each employee that they must make their respective supervisor or the CEO immediately aware if a supervisor says or does something that could be construed as harassment and/or discrimination.
- f. Advise employees that they should not worry about whether the complaint actually constitutes harassment and/or discrimination. If the behavior makes the employee uncomfortable he/she must report it.
- g. Advise and assure employees that they will never be retaliated against because they complained about or reported harassment and/or discrimination, whether or not it is substantiated.
- h. Immediately report any complaints, observations, or concerns of harassment and/or discrimination to the CEO and/or supervisor.

Failure to follow or implement any of the foregoing may be grounds for discipline up to and including discharge.

6. Complaints and Investigation Procedure for Harassment and/or Discrimination

Initial Complaint

Any employee who believes he or she has been the subject of harassment and/or discrimination may report the alleged act immediately to his or her supervisor who will report the alleged act immediately to the CEO. If a complaint involves a supervisor, the complaint must be filed directly with the CEO. Employees are not expected to report harassment and/or discrimination to the person they believe is the harasser and/or discriminator. Anonymous complaints of harassment and/or discrimination will be taken seriously.

Confidentiality and Timeliness

All complaints will be handled in a timely and confidential manner. Anyone involved in a complaint will be instructed not to discuss the subject outside the investigation. Personnel that violate this instruction are subject to immediate discharge. Communications will be made to others only on a "need to know" basis. The purpose of this provision is to protect the confidentiality of the employee, who files the complaint, to encourage the reporting of any incidents of harassment and/or discrimination, and to protect the person charged with

an unsubstantiated charge of harassment and/or discrimination. All investigations should be completed promptly.

Nature of Investigation

Investigation of a complaint will normally include conferring with the parties involved and any named or apparent witnesses. All persons who participate in such an investigation shall be protected from harassment, coercion, intimidation, retaliation, interference, or discrimination for filing a complaint or participating in an investigation, whether or not the charge is substantiated.

Conclusion of Investigation

If, after a thorough investigation, it is determined that harassment and/or discrimination has occurred, immediate and appropriate disciplinary action up to and including discharge will be taken. If necessary, follow-up steps will be taken to ensure that the harassment and/or discrimination have stopped. If there was no determination of harassment, the basis of that determination shall be explained to the employee who filed the complaint.

Retaliation

Any person, who reports or participates in an investigation of any type of harassment and/or discrimination, shall be protected from harassment, coercion, intimidation, retaliation, interference, or discrimination for filing a complaint or participating in an investigation. If you believe you have been subjected to retaliation for reporting or participating in an investigation of any type of harassment and/or discrimination, you must file a complaint by following the procedures for reporting harassment and/or discrimination as explained in this Manual.

AMERICANS WITH DISABILITIES ACT



The CDC will provide equal opportunities and a bias free work environment for disabled employees and employment candidates. The CDC, upon request, will provide reasonable accommodation in compliance with the Americans with Disabilities Act (ADA).

ALCOHOL/DRUG ABUSE POLICY

The purpose of this policy is to define the CDC's position regarding employees whose job performance is adversely affected by alcohol/drug abuse, or engaging in illegal drug activity.

Illegal drug use and/or alcohol abuse, whether on or off the job, may adversely affect an employee's job performance; jeopardize the safety of other employees,

the public and the reliability of the CDC's operations and/or equipment.

Possession of, or being under the influence of alcoholic beverages, or possession or being under the influence of illegal drugs¹ on CDC property, or while on duty is a serious violation of this policy, and may subject the employee to immediate termination.

At times CDC staff will be expected to entertain clients and other constituents; attend social functions; and/or participate in events where alcohol is served. In these cases, reasonable consumption of alcohol is allowed under this Policy. However, excessive consumption of alcohol will not be tolerated and may subject the employee to immediate termination. Excessive consumption of alcohol is defined as the State of Florida's legal limit for the safe operation of a motor vehicle.

An employee will be required by his or her Supervisor to submit to a blood/urine or other test for alcohol or illegal drugs¹ **if reasonable suspicion** exists to believe the employee is under the influence of alcohol or drugs. Other testing may be required as set forth in any separate drug-testing policy or program implemented and approved by the CDC. Employees who are directed to submit to tests for alcohol or illegal drugs under these circumstances and who test positive, as determined by the CDC, or refuse or fail to submit to these tests when and as directed, will be subject to immediate termination.

Employees who are convicted or sentenced for on or off the job illegal drug activity will be considered in violation of this policy and subject to termination of employment.

Employees must notify their Supervisor when under medically prescribed treatment with a controlled substance that may limit their ability to perform their job. Verification of required medication under these circumstances will be submitted by providing a prescription copy or physician's statement showing medication required and dates of use. Failure to do so will result in appropriate disciplinary action.

¹ any drug which (a) is not legally obtainable; (b) may be legally obtainable but which has not been legally obtained; or (c) is being used in a manner or for purposes other than as prescribed or intended.

SMOKING POLICY

The use of tobacco products is prohibited in all enclosed indoor workplaces as established by State law and CDC Policy in compliance with the Florida Clean Indoor Air Act and to protect the health and safety of employees and the general public.

Complaints of violation of this policy should be directed to the supervisor

responsible for the particular work area or facility involved in the complaint. The responsible supervisor shall be charged with notifying the violator of the pertinent portions of this policy, and violator will be subject to disciplinary action.

SAFETY AND LOSS CONTROL POLICY

The CDC recognizes the necessity for a safe and healthful work place, through the adherence to sound safety and health principles. With the assistance of employees, the CDC will work to provide a hazard free work environment.

WORKPLACE VIOLENCE POLICY

Violence or the threat of violence, by or against any employee of the CDC is unacceptable and contrary to CDC Policy, and will subject the perpetrator to serious disciplinary action and possible criminal charges. The CDC will work with law enforcement to aid in the prosecution of anyone who commits violent acts against employees.

Unauthorized possession, use, or threat of use, of weapons or firearms is not permitted at work, or on CDC property.

Employees' conduct toward co-workers, supervisors or the public must be courteous, positive and appropriate for the work situation.

The following behavior is prohibited however; this is not intended to be an all-inclusive listing of prohibited behavior:

- ◆ Fighting or malicious behavior while on or in CDC property.
- ◆ Fighting or assaulting a fellow employee or citizen.
- ◆ Threatening or intimidating management, supervisors, security guards or fellow workers.
- ◆ Engaging in horseplay, fighting, violence or any other action interfering with the work of other employees or service to the public
- ◆ Using threats or profane or abusive language in dealing with the public, co-workers, supervisors or other persons contacted in business relationships, or otherwise provoking or abusing others in any way.
- ◆ The unauthorized possession, use or threatened use of weapons or firearms while on duty.
- ◆ Harassing, terrorizing, threatening with physical violence or

punishment, or otherwise forcing an employee to suffer embarrassing or degrading experiences.

Employees engaging in prohibited behavior are subject to disciplinary action up to and including termination from employment.

No employee acting in good faith, who reports actual or threatened violent behavior, shall be subjected to retaliation or harassment because of their report.

The CEO is the Workplace Critical Incident Coordinator. The CEO may be contacted at any time and will ensure that available resources are coordinated as needed in the response to reported incidents of workplace violence.

CONFLICT OF INTEREST POLICY

- A. No employee shall accept gifts, gratuities or loans, in excess twenty-five dollars (\$25.00) from organizations, business concerns, or individuals with whom he/she has or may have official relationships on CDC business. These limitations are not intended to prohibit the acceptance of articles of negligible value which are distributed generally.
- B. No employee shall solicit contributions from another employee for a gift to an employee in any CDC position nor shall such employee accept a gift presented as a contribution from co-workers. This does not, however, prohibit a voluntary gift of nominal value when made on a special occasion i.e. birthday, retirement, etc.
- C. No person seeking appointment to or promotion within the CDC shall either directly or indirectly give, render or pay any money or other thing of value to any person in connection with an appointment, promotion or proposed appointment or promotion. This prohibition is not intended to prevent payment to a legitimate employment agency.
- D. Employees shall not use or attempt to use their position to secure special privileges or exemptions for themselves or others, except as may be provided by written policy or law.
- E. Employees shall not disclose confidential information gained by reason of their official position, nor shall they otherwise use such information for their personal gain or benefit. Employees are expected to remain mindful of the confidential nature of many aspects of the work of some departments of the CDC. The CEO or his/her designee permission is required for release of confidential information.
- F. Employees shall not transact any business in their official capacity with

any business entity of which they own any interest unless previously disclosed and approved in writing by the CEO or his/her designee.

- G. Employees shall not have personal investments in any enterprise which will create a substantial conflict between their private interest and the public interest.
- H. If an employee of the CDC is an officer, director, agent or member of, or owns any interest in any firm, corporation, partnership or other business entity which is subject to current proceedings of the CDC, they shall file a sworn statement to this effect with the CEO.

EMPLOYEES POLITICAL ACTIVITY POLICY



Political action by employees of the CDC shall be governed by Chapter 104.31 of Florida Statutes. Nothing herein shall be construed to limit or restrict the right or ability of an employee to be involved in political campaigns or other community or political issues during the time an employee is not at work.

NEPOTISM POLICY

To ensure fairness and the best interest of the CDC, immediate family will not be employed in any position.

STATEMENT ON GENERAL LAW

Any State, Federal or local issues which become law will be enforced and/or administered according to provisions of the act.

SECTION II

AUTHORITY AND ADMINISTRATION

DEFINITIONS

Work Week

Work Week refers to the number of hours regularly scheduled to be worked during any seven (7) consecutive days – Sunday through Saturday.

Work Day/Shift

Work Day/Shift refers to the number of hours regularly scheduled to be worked in one 24-hour period.

Hours of Work

Hours of Work refers to the number of hours an employee is scheduled to work in any 24-hour period.

Working Days

The term "Working Days" generally refers to the 5-day period, Monday through Friday, except where 7-day or around-the-clock coverage is required.

Overtime Pay

Overtime Pay means the compensation paid for the work performed in excess of the standard established by the Fair Labor Standards Act.

Regular Employee

A regular employee is one who is assigned to a budgeted position, has satisfactorily completed his/her period of probation, and is eligible for all benefits and pay increases in accordance with policies and procedures of the CDC.

Probationary Employee

A probationary employee is one who does not have regular status - has less than one hundred eighty (180) continuous service with the CDC or has been promoted or demoted and is serving a one hundred eighty (180) days probationary period to determine position retention status.

Temporary Employee

A temporary employee is one employed for a specific period of time, normally limited in duration to six (6) months or less, and does not receive any benefits nor is eligible for pay increases.

Part-Time Employee

A part-time employee is one who works less than an average of 25 hours during the specified work week. Part-time employees do not accrue sick or annual leave. Part-time employees are eligible for SEP retirement benefits after one year of employment.

Immediate Family

Immediate family means husband, wife, son, daughter, father, mother, father-in-law, mother-in-law, brother, sister, daughter-in-law, son-in-law, grandfather, grandmother, grandchildren, aunt, uncle, cousin, step-mother, step-father, step-brothers, step-sisters and step-children of both the employee and the spouse.

May

The word "may" shall be interpreted as permissive.

Shall

The word "shall" shall be interpreted as mandatory.

Continuous Service

This is service credit which determines eligibility for employee benefits such as

vacations, leaves of absence, etc. If a regular employee works for the CDC, then resigns in good standing and returns within 30 days, a continuous service will be reflected upon the recommendation of the CEO.

SCOPE

These policies shall apply to and govern all employees and volunteers, where applicable, of the Panama City Community Development Corporation, Inc.

AUTHORITY FOR ESTABLISHMENT OF POSITIONS

All positions or offices in the CDC organization, together with rates of pay, are established by the CEO.

ADMINISTRATIVE AND APPOINTIVE AUTHORITY

With the exception of appointments reserved to the Board of Directors of the CDC, general authority and responsibility for personnel administration is vested in the CEO. Final authority in personnel matters is reserved for the CEO with regard to all matters and subjects covered by these policies. However, if a conflict arises in these Policies, the Board of Directors maintains the authority and responsibility for resolving the conflict. The CEO may delegate his/her authority.

ADMINISTRATION OF PERSONNEL POLICIES

Administration of these rules and policies shall be the staff responsibility of the CEO. Supervisory personnel shall be responsible for the effective administration of these rules and policies within their respective operations.

CHANGES/AMENDMENTS TO PERSONNEL POLICIES

Specific paragraphs or portions of Personnel Policies are changed by the CDC as amendments/additions are needed. These changes are distributed to all personnel.

The entire Personnel Policy booklet shall be up-dated periodically to incorporate all changes which have been made in the interim, normally every three to five years.

PERSONNEL RECORDS

Your personnel file contains your complete employment history, such as salary, advancements, promotions, commendations and reprimands. The CEO should be notified promptly of any changes of address, phone numbers or the person(s) to notify in case of emergency. This is the employee's responsibility and failure to do so may result in disciplinary action. The CEO should also be advised of

any special education classes or training courses completed. Copies of diplomas or certificates should be forwarded to become part of the permanent file. Such information is valuable when seeking a promotion in the service of the CDC.

SECTION III

EMPLOYMENT INFORMATION AND REQUIREMENTS

STANDARDS OF CONDUCT

Employees of the CDC are goodwill ambassadors, and such status involves a degree of duty and obligation regarding public and private conduct which is not common to many other classes of employment. The attitude and behavior of a CDC employee should at all times be such as to promote goodwill and a favorable attitude of the public toward the CDC's administration and its programs and policies. Each employee shall conduct himself/herself in a manner which could not be construed to be in conflict of this interest. Employees who fail to comply with the CDC's standards of conduct may be disciplined up to and including termination.

PERSONAL APPEARANCE

It shall be the responsibility of all employees to represent the Panama City Community Development Corporation, Inc. to the public in a manner which shall be courteous, efficient, and helpful. CDC employees should always be well-groomed and dressed in a manner suitable for the public service environment and to reflect favorably the CDC's image. The CEO will discuss the subject of personal appearance with the employee if it is felt it does not positively reflect the image of the CDC.

EMPLOYEE ORIENTATION

Upon employment, the CEO shall furnish a copy of the manual to each new employee for use as a general guide to policies, procedures, benefits and organizational structure of the CDC. With receipt of the manual, each employee is required to sign an acknowledgement stating that he/she understands and will abide by all policies and procedures.

WORK SHIFT ASSIGNMENTS

When employed, each employee is assigned a work shift in accordance with the particular operational requirements of his/her Department. Any changes to those shifts, except where specially noted otherwise, shall be at the sole discretion of management. A minimum 24-hour notice will normally be given in order to allow the employee to make the necessary personal arrangements.

AUTHORITY FOR ABSENCE

No employee shall be absent from his/her regularly scheduled duties except by authority of the CEO. Employees absent due to reasons beyond their control will be responsible for explaining their absence to the CEO prior to the beginning of their shift, if at all possible; but no later than one hour into their shift. In cases where an extended absence or illness is expected, the immediate Supervisor shall have the authority to modify the above daily reporting requirements. Except in cases of leave incident to vacation, occupational disability, illness, jury duty, military training, maternity or academic, all absences in excess of one week must be approved by the CEO.

SECONDARY EMPLOYMENT

Employees of the CDC must consult with the CEO prior to accepting secondary employment. Such work shall be regarded as having a lower priority than the requirements of the employee's regular employment with the CDC and must not interfere with or impede the performance of work responsibilities for the CDC. The secondary employment cannot adversely affect the impartial, objective and efficient performance of assigned duties. Nor can the secondary employment create a conflict of interest with employment by the CDC. An employee's failure to disclose secondary employment may be grounds for dismissal. Final permission for secondary employment must be obtained from the CEO.

SECTION IV

COMPENSATION PLAN

SALARY AND WAGE SCHEDULE

ANNUAL EVALUATION

Employees shall be evaluated on his/her overall performance annually based on a range established during the budgeting process. Salary increases will be determined by the Board.

RATE OF PAY ON PROMOTION

When an employee is promoted to a position with a higher pay schedule, the employee shall receive a salary increase at the discretion of management.

RATE OF PAY ON TRANSFER

When an employee is transferred to another position, the employee shall receive a salary increase at the discretion of management.

OTHER INCREASES

Other increases may be recommended by the CEO for approval of the Chairman of the Board when appropriate.

OVERTIME WORK AND PAY

Overtime work will be performed only with prior approval of the CEO to the extent necessary to meet essential operation requirements or for an emergency operation.

The CEO shall maintain accurate records of all overtime worked and justification for same.

Employees may be required to work overtime, or work on days off, in order to meet special situations, emergencies, or demands. Employees may be asked to volunteer for overtime to accomplish non-emergency requirements. Employees of the CDC serving the public are expected to work the extra hours when required. Employees who refuse to work overtime may be subject to disciplinary action.

Employees are eligible for overtime pay in accordance with the Fair Labor Standards Act (FLSA).

- A. Paid time off, such as vacations, sick leave, holidays, etc., will be counted in determining the normal work-week for the purposes of computing overtime.
- B. Pay for working holidays will be at one and one-half times regular pay.

COMPENSATORY TIME

There are times when exempt employees are required to travel and/or work on their regularly scheduled days off and are therefore required to work in excess of five (5) days during an established work week. In these cases, the employee shall report to the CEO. Such employees will be entitled to a day off for each day they worked in excess of the 5 five days during an established work week. This time should be taken within a reasonable period after accrued as long as the request to use the accrued time will not unduly disrupt the operations of the division in providing levels of service of an acceptable quality and quantity. Any compensatory time must be utilized within the calendar year it was accrued. When an employee ends their employment with the CDC, compensatory time will be forfeited and not paid.

COMPENSATION DURING A LOCAL STATE OF EMERGENCY:

All CDC Employees are essential to the organization and are the most important part of the CDC's service delivery system. During times of disaster critical services provided by the CDC must continue to be provided during disasters to insure to the best of our ability that the public is protected.

When the CEO shall have closed CDC offices either in whole or in part including those times when a "declared local state of emergency" has been issued and some CDC personnel, either exempt or non-exempt, are required to work, compensation for those employees required to work shall be addressed as follows:

- **Exempt employees that are not eligible for overtime and are required to work** – such employees will be entitled to time off equal to time worked. This time should be taken within a reasonable period after accrued as long as the request to use the accrued time will not unduly disrupt the operations of the division in providing levels of service of an acceptable quality and quantity.
- **Non-exempt employees that are eligible for overtime and are required to work** – such employees will receive time and one-half for actual hours worked during the "closure of CDC offices"
- **Exempt or non-exempt employees that did not respond to work** – such employees will receive their normal pay.
- **Employees on scheduled annual or sick leave** – such employees' on vacation and/or sick leave status will not change and they will be charged leave time accordingly.

In order to seek FEMA reimbursement for the time each employee spend working during a "declared local state of emergency", overtime reports must state how many overtime hours are associated with the declared emergency. Additionally, information should be included in the overtime reports that identify whether it was pre-emergency or post emergency work. You may have additional hours that will be reported that are not associated with the "declared local state of emergency". Each division should retain copies of payroll records and overtime reports generated during a declared emergency until such time as you will be requested to provide these records to the appropriate office that will be coordinating FEMA reimbursement.

SECTION V

EMPLOYEE BENEFITS

SICK LEAVE

Eligible employees shall be granted a sick leave allowance in accordance with hours worked:

40 hours per week

96 hours per year



Part-time regular employees shall accumulate sick leave at the rate for a full-time regular employee for hours actually worked. Sick leave may not be used until probationary status is completed and regular status is attained. Sick leave does not accumulate while on leave without pay (over 30 calendar days) unless required otherwise by local, State and/or Federal Law. Temporary employees are not eligible for this benefit.

Sick leave is to be used for employee's illness or illness of employee's spouse, children or a parent in which the employee is needed to provide care (limited to 3 consecutive work days for spouse, children or parents, not to exceed 6 working days in a calendar year). SUBMISSION OF PROOF MAY BE REQUIRED.

- A. Employees who are absent more than four consecutive scheduled working days due to employee's illness may be required by the responsible Supervisor to submit a physician's statement.
- B. Responsible Supervisors are authorized to make any investigation of benefits claimed under this rule which they deem necessary and to disapprove any claims not properly substantiated.
- C. An employee who terminates employment with the CDC shall forfeit all unused sick leave.
- D. For purposes of reporting sick leave, increments in quarters of an hour will be used. Fifteen minutes is established as a minimal amount of sick leave to be reported.
- E. Frequent claiming of benefits under this rule can provide the basis for the responsible Supervisor to determine that the physical condition of the employee is below the necessary standards for the proper performance of his/her duties. Likewise, if reasonable suspicion exists that an employee is malingering or abusing this benefit, the responsible Supervisor may require a statement as to the physical condition of the employee. Such abuse of this benefit may result in disciplinary action up to and including discharge.

- F. Employees must exhaust all sick leave prior to requesting leave without pay, except while out on Workers' Compensation.
- G. Sick leave earned during any pay period will be credited to the employee on the last day of the pay period and shall not be used until accrued.
- H. During FMLA (Family Medical Leave Act) leave, sick leave and annual/vacation leave will be utilized until exhausted; the remainder of the FMLA leave will be unpaid.

ANNUAL LEAVE

Each eligible employee shall accumulate annual leave with pay at the rates shown in the schedule below. Part-time regular employees shall accumulate annual leave at the scheduled rate for hours actually worked. Annual leave may not be taken until probationary status is completed and regular status is attained. In extenuating circumstances, this may be waived at the request of the Department Director with approval of the CEO. Annual leave does not accumulate while on leave without pay unless required otherwise by local, State and/or Federal Law. Temporary employees are not eligible for this benefit.

40 hour work week:

Less than 5 years service	120 hours per year
5 - 10 years service	144 hours per year
11 - 14 years service	168 hours per year
15 - 19 years service	192 hours per year
20 years or more service	216 hours per year

(Example of accumulation: When an employee completes 5 years of service and starts his/her sixth year, he/she accumulates at the rate of 18 work-days per year)

Annual leave credit may be accumulated to a maximum of 240 hours (40 hour work week) in a calendar year. Amounts in excess of that authorized shall be lost unless utilized by the end of the pay period in which December 31st falls or an approved deferral is received in advance. Leave shall normally be granted in accordance with the preference of the employee if and when, in the opinion of the Supervisor, it will not be detrimental to Departmental operations.

- A. Upon completion of probation, employees in regular positions will be eligible for payment of accumulated annual leave not to exceed 240 hours (40 hour work week) in cases of separation from employment with the CDC by voluntary resignation, involuntary reduction in force or occupational disability. An employee involuntarily terminated from

employment shall forfeit payment of any accumulated annual leave. An employee with less than six months service is NOT eligible for annual leave pay upon separation.

- B. Annual leave pay may be used to supplement absence on account of sickness or injury in the event accumulated sick leave is not sufficient to cover the length of sickness or injury.
- C. In the event of an employee's death, his/her beneficiary shall be paid for accumulated annual leave not to exceed the maximum number of hours allowed in cases of separation from employment.
- D. Employees must exhaust all annual leave prior to requesting leave without pay.
- E. Holidays which occur during the period selected by the employee for his/her annual leave shall not be charged against such annual leave. However, the holiday will be charged against holiday leave regularly due the employee.
- F. The period selected by the employee for his/her annual leave must have the prior approval of the responsible Supervisor.
- G. All Supervisory personnel shall make every effort to provide their respective employees with the opportunity to take their accumulated annual leave at least once a year to remove themselves from the work atmosphere for relaxation and rest in order to return to their jobs refreshed and ready to perform at their maximum efficiency.
- H. During FMLA (Family Medical Leave Act) leave, sick leave and annual/vacation leave will be utilized until exhausted; the remainder of the FMLA leave will be unpaid.

BEREAVEMENT LEAVE

In the event of a death to a member of an employee's immediate family the employee shall be allowed a maximum of three (3) consecutive work days to attend the funeral without loss in regular pay, provided adequate notice is given to his/her Supervisor; and such leave is approved by the responsible Supervisor. Probationary and regular part-time employees are eligible for this benefit; however, temporary employees are not eligible.

LEAVE WITHOUT PAY

A "leave without pay" is time off without pay for a period of time appropriate to the circumstances as hereinafter defined, unless otherwise specified. Any

renewal must be by mutual written agreement.

Health and life insurance benefits may be continued on the employee for the term of the authorized leave if the employee so desires. One hundred percent of the cost of the coverage shall be paid in advance by the employee without pay unless required otherwise by local, State and/or Federal Law.

An employee will not accumulate sick leave nor annual leave while on leave without pay unless required otherwise by local, State and/or Federal Law.

A leave without pay of less than 30 days will not constitute a break in service.

A. Eligibility for Leave Without Pay

Full-time, regular employees who have completed six months of satisfactory service are eligible to be considered for leave without pay unless otherwise specified.

B. Application for Leave Without Pay

No application for leave without pay will be considered unless it is applied for in writing. In all cases, the requests shall be completed at least two weeks prior to leave unless required otherwise by local, State and/or Federal Law; shall specify the type of leave; and specify the duration of the leave, as well as the date of return to work. Employees not returning to work on the day/date specified, they may be subject to termination. No leave without pay request is considered granted unless recommended with the CEO's approval.

C. Employees returning from a leave without pay must:

1. No later than two weeks prior to their scheduled date of return, confirm to the CEO their date of intended return to active employment. Any request to change their scheduled date of return or intention to resign should be reported as soon as known.
2. Those employees returning from a medical leave of absence may have to furnish a signed letter from their personal or "treating" physician, indicating the employee can resume his/her employment. If necessary, arrangements may be made with the CEO to have them examined by a designated CDC physician before returning to work.

D. Employees on leave without pay will be terminated if they have:

1. Failed to furnish a true statement of the reason for leave or required official documentation.

2. Accepted other employment while on leave, unless a specific request has been applied for and approved in writing.
3. Failed to return to work at the expiration of leave.

TYPES OF LEAVE WITHOUT PAY

A. Military Leave

Time off for military duty (Armed Forces and National Guard training) will comply with all Federal and State Statutes.

B. Maternity Leave

Maternity leave will comply with all Federal and State Statutes.

C. FAMILY MEDICAL LEAVE PURSUANT TO FMLA

Employees that have worked for the CDC for at least twelve (12) months, worked at least 1,250 hours during the preceding twelve (12) months, are considered employees eligible for unpaid leave pursuant to the Family Medical Leave Act (hereinafter “FMLA leave”). Eligible employees may take up to twelve (12) weeks of FMLA leave in a twelve (12) month period for the following reasons:

- a. The birth of a son/daughter of an employee and to care for the child (entitlement to leave for birth of a son or daughter expires 12 months from the date of the birth);
- b. The placement of a child with an employee for adoption or foster care and to care for the newly placed child (entitlement to leave for placement for adoption or foster care of a child expires 12 months from the date of the placement of the child);
- c. In order to care for the employee’s spouse, son, daughter, or parent, who has a serious health condition
- d. A serious health condition which renders the employee unable to perform one or more of the essential functions of the employee’s position.

The twelve (12) month period in which eligible employees may take twelve (12) weeks of FMLA leave will be calculated in the following manner: A rolling twelve month period measured backward from the date an employee uses any FMLA leave, such that each time an employee takes FMLA leave the remaining leave entitlement would be any balance of the 12 weeks which has not been used during the immediately preceding 12 months.

Son, daughter, and/or child means a biological child, adopted child, foster child, stepchild, legal ward, or a child of a person standing in loco parentis, who is (a) under 18 years of age; or (b) 18 years of age or older and incapable of self care because of a mental or physical disability.

A “serious health condition” means an illness, injury, impairment, or physical or mental condition that involves either: (1) in-patient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (for purposes of this policy, defined to mean the inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery there from), or any subsequent treatment in connection with in-patient care; or (2) continuing treatment by a health care provider as defined under applicable law.

Intermittent or Reduced Hours FMLA Leave

In the case of FMLA leave for a serious health condition, the leave may be taken intermittently or on a reduced hours basis, only if such leave is medically necessary. If intermittent or reduced hours FMLA leave is required, the CDC may, in its sole discretion, temporarily transfer the employee to another job for which the employee is qualified with equivalent pay and benefits that better accommodates that type of leave. Transfer to an alternative position may include altering an existing job to better accommodate the employee’s need for intermittent or reduced scheduled FMLA leave. Employees needing intermittent FMLA leave or leave on a reduced leave schedule must attempt to schedule their leave so as not to disrupt the CDC’s operations.

Verification

The CDC will require that an employee’s FMLA leave to care for the employee’s seriously ill spouse, son, daughter, or parent, or due to the employee’s own serious health condition that makes the employee unable to perform one or more of the essential functions of employee’s position, be supported by a certification issued by the health care provider of the employee or the employee’s ill family member.

In accordance with Department of Labor (DOL) regulations, the CDC may request at the CDC’s expense a second, or if necessary, a third health care provider’s opinion for FMLA leave taken because of a serious health condition. The CDC may also require subsequent recertification from the employee’s health care provider in accordance with DOL regulations.

Health Insurance Premiums & Other Benefits

During FMLA leave, the CDC will continue to pay its portion of the health insurance premiums and maintain the employee’s coverage under the health plan in the same manner as if the employee had been continuously employed

during the entire leave period, provided the employee continues to pay his or her share of the premiums.

Should the employee fail to continue to pay his or her share of the premium, notices of proposed insurance cancellation and the opportunity to pay the premium will be provided before the cancellation.

Employees on FMLA will be advised in advance of any changes in premiums so they will have ample opportunity to make arrangements to continue to pay their share of the premiums during the FMLA leave.

If the employee does not return to work after the expiration of the FMLA leave, the employee will be required to reimburse the CDC for its portion of health insurance premiums paid during the unpaid portion of the FMLA leave, as permitted by law. To avoid required reimbursement, appropriate certification from a health care provider may be required if the employee does not return to work because of a serious health condition.

Moreover, dental/life insurance will remain in effect during the FMLA leave provided the employee continues to pay his or her share of the premiums. If the employee does not return to work after the expiration of the FMLA leave, the employee will be required to reimburse the CDC for its portion of the dental/life insurance premiums paid during the unpaid portion of the FMLA leave, as permitted by law. To avoid required reimbursement, appropriate certification from a health care provider may be required if the employee does not return to work because of a serious health condition.

Accrual

During FMLA leave, the FMLA does not require accrual of employment benefits, such as vacation pay, sick days, seniority, etc. Accordingly, during FMLA leave, accrual of benefits and seniority shall be on the same basis as for any other unpaid leave of absence. Employment benefits to which an employee may be entitled on the day on which the FMLA leave begins or thereafter will not be lost because of FMLA leave, except for those paid leave days substituted for unpaid FMLA leave taken under this policy. Upon return from FMLA leave, employees are entitled to any changes in benefit plans not dependent upon seniority or accrual during the leave period.

FMLA Leave Relationship to Paid Leave

- a. Employees will be required to substitute, without limitation and in the following order, sick leave and vacation time for an equivalent portion of their FMLA leave.
- b. Under paragraph “a” above, paid leave and the FMLA leave will run concurrently.

- c. Leave covered by workers' compensation or short-term disability payments will run concurrently with FMLA leave when the reason for the leave is covered by the FMLA.

Return from FMLA Leave

With the exception of certain key employees, those who return to work from FMLA leave on the business day following the expiration of the leave are entitled to return to their job or an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.

Notice for Intent to Use FMLA Leave

An employee must provide the CEO at least thirty (30) days advance notice before FMLA leave is to begin if the need for the leave is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or of a family member. If 30 days notice is not practicable, such as because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as practicable.

Counting Absence as FMLA Leave

To the extent permitted by law, in the event an absence is for a reason covered by the FMLA, the CDC reserves the right to count it as FMLA leave, whether the employee has applied for FMLA leave or not.

Medical Evidence Upon Return To Work

Except during the course of approved intermittent or reduced hours FMLA leave, when FMLA leave is taken due to the employee's own serious health condition, the CDC may obtain certification from the employee's health care provider that the employee is able to resume work before the employee will be allowed to return to work. Such certification will be job related and consistent with business necessity. The CDC will consider any reasonable accommodations to an ongoing condition as required by law.

Failure To Cooperate

If an employee fails to provide required information to the CDC, the employee may have his/her FMLA leave delayed or denied, and as permitted by law, be subject to discipline, up to and including discharge.

HOLIDAYS

The following ten (10) days are the holidays for all employees of the CDC:

1. The first of January - New Year's Day
2. The third Monday of January - Martin Luther King Jr.'s Birthday
3. Good Friday
4. The last Monday of May - Memorial Day
5. The Fourth of July - Independence Day
6. The first Monday of September - Labor Day
7. November 11th - Veterans Day
8. The fourth Thursday of November - Thanksgiving
9. The Friday after Thanksgiving - Thanksgiving Friday
10. The twenty-fourth of December - Christmas Eve
11. The twenty-fifth of December - Christmas Day

Holidays should be taken as they occur unless the nature of the tourism industry requires employees to work the observed holiday. Accumulation of holidays will not be allowed. If, in the opinion of the Department Director or responsible Supervisor, it becomes necessary for an employee to work on a scheduled holiday, he/she shall authorize holiday pay for the employee. If the holiday falls on the normal day off of a shift employee, he/she shall be paid holiday pay at his/her straight time rate. Holidays which fall on a Saturday will normally be observed on the preceding Friday; and, holidays which fall on a Sunday will normally be observed on the following Monday except as specifically noted above. In order for an employee to receive holiday pay, he/she must have worked the scheduled workday preceding the holiday and the scheduled workday following the holiday, unless the employee has received prior written approval to be off one or both of these days.

Regular part-time employees will be paid for four (4) hours holiday pay at their regular rate of pay.

GROUP HEALTH AND LIFE INSURANCE

Probationary and regular employees are eligible for the group health and life insurance program immediately upon being hired. Each employee electing insurance coverage will receive a booklet with pertinent information. **The program provides health coverage for the employee only at 100% and for the employee and dependents at 80% employer contribution and 20% employee contribution.** The CDC provides \$50,000 in life insurance for full-time employees at no cost to the employee. Dependent life insurance is available with employees paying 100% of the expense. The CDC provides basic dental insurance to the employee and dependents at no cost to the employee. Group health, life and dental insurance coverage may be continued while an employee is on approved no-pay leave of absence; however the employee will pay 100% of the expense for all insurance premiums. The CDC's group health, life and dental insurance programs are continued until the last day of the month in which the employee terminates. However, coverage may be converted to individual policies

upon termination in accordance with Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) regulations. A retired employee may elect to stay under the group coverage by paying 100% of the insurance premium. Percentages for payment of insurance coverage and types of coverage may be reviewed from time to time and are subject to change. Employees will be notified at least sixty (60) days prior to any change in the method of shared cost of premiums, or any changes in employee coverage.

Other insurance programs may be offered to employees from time to time with the employee paying 100% expense.

SEP Retirement PLAN

Eligible employees are provided with a **SEP program** following completion of one (1) year of service. The CDC provides 10% of an individual's annual salary. Employees are immediately vetted at 100%.

EDUCATION ASSISTANCE PROGRAM AND LICENSING/CERTIFICATION REIMBURSEMENT PROGRAM

The education reimbursement program is available to all full-time regular employees under the following policy and procedures.

1. Objective:

To provide the methods for fairly reimbursing employees that remain working with the CDC while simultaneously pursuing education, licensing, and/or certifications beneficial to the employee and the CDC. Qualifying employees may be reimbursed for tuition and fees that qualifies under the guidelines of the education reimbursement program policy and allows for continuing education of personnel.

2. Administration of Policy:

The CEO is responsible for administration of the education reimbursement program and budget.

3. Eligibility:

- a. Each full-time regular employee with a minimum of five (5) years of employment and a satisfactory job performance is eligible for benefits under this policy.

b. The course(s) must be job related to the employee's present job and must enhance the employee's knowledge, skills and abilities relating to official duties which an employee performs.

c. If an employee is eligible for Veterans' (VA) benefits, grants, or scholarships, these must be utilized instead of the CDC's education reimbursement program

4. Reimbursable Course Work:

a. Reimbursement of admission, examination, tuition and/or fees is provided for degree and non-degree college curricula, certification and/or licensing relational or technical coursework. However, if an employee is not working toward a degree, the CDC will pay only the "audit" fee rather than the fee charged for "credit" courses.

b. Seminars or private schools are not covered by tuition refund.

c. Other costs, such as late fees, refundable deposits, books, and material or programs paid for from other sources, are **NOT** reimbursable.

d. This policy does not apply to situations where an employee is required by the CDC to attend courses, in which case the CDC will pay 100% of the cost.

5. Application Process:

a. Employees must apply for education reimbursement by completing the *Education Assistance Program and Licensing/Certification Fee Reimbursement Program* request form. Each individual course requires a separate application.

b. Employees must be recommended by his/her supervisor for each course.

c. The request should be submitted to the Office Manager for approval by the CEO **NO LATER** than (10) ten days prior to the course commencement.

d. Failure to receive official approval, or failure to apply before the start of the class, will forfeit eligibility for tuition/fee refund.

e. The employee must pay tuition costs directly to the accredited institution sponsoring the course(s).

- f. Employee must sign a Conditional Repayment Agreement agreeing to reimburse CDC proportionately for program training costs if he/she terminates employment within designated period established for identified program.
- g. Official notice of grades and the original tuition/fee receipt must be submitted to the Office Manager within sixty (60) days of the completion of the approved course(s) for reimbursement consideration.

6. Reimbursement Schedule:

- a. A grade of "B" or above must be maintained in order to receive tuition/fee reimbursement.
- b. Tuition/fee costs will be reimbursed by the CDC at the following rates upon submitting proof of grades to the CEO.
 - A - 100%
 - B - 75%
 - C - or below – None
 - Pass (when used by accredited institution in lieu of a letter grade)-100%
 - Fail-None

7. Availability of Funds:

- a. All reimbursements are contingent upon compliance with all requirements and in accordance with the Internal Revenue Code and current fiscal funds budgeted.
- b. There may be instances where the education reimbursement cannot be provided due to budgetary constraints.

8. General Information and Limitations:

- a. Classes, which do not receive approval from the Department Director and CEO in advance, will not be accepted for reimbursement processing.
- b. Doctoral-level studies will not be approved for reimbursement.
- c. The repayment obligation may be waived based on the recommendation of the CEO and approved by the Board of Directors, if a termination is due to circumstances beyond the control of the employee.

9. Service Obligations:

- a. Participants receiving tuition reimbursement must agree to remain in the employ of the CDC for at least one (1) year following course(s) completion. Employees who separate from employment for any reason other than disability within the time period applicable to course(s), certifications, license, or degree shall be required to repay the CDC for all tuition or fee benefits applicable to coursework completed during the affected period, and any related costs associated with the collection of repayment to the CDC.
- b. Participants who obtain certification or licensing that the CDC either pays for up front or receives reimbursement must agree to remain in the employ of the CDC for at least one (1) year for each certification or licensing obtained. Employees who separate from employment for any reason other than disability within the time period applicable to course(s), certifications, license, or degree shall be required to repay the CDC for all tuition or fee benefits applicable to coursework completed during the affected period.
- c. Participants receiving tuition reimbursement for course(s) needed to obtain a degree must agree to remain in the employ of the CDC for at least two (2) years following completion of degree. Employees who separate from employment for any reason other than disability within the time period applicable to course(s), certifications, license, or degree shall be required to repay the CDC for all tuition or fee benefits applicable to coursework completed during the affected period.
- d. Repayment shall be pro-rated for the remaining period of employment not completed, rounded to the nearest month.
- e. Repayment to the CDC may be withheld from any final pay to which employee or volunteer may be entitled.

10. Program Restrictions:

The CDC reserves the right to place limitation on or temporarily suspend the Reimbursement Programs based on any factor, which adversely affects the availability of funding. A suspension of funding will not stop payment for classes approved for reimbursement once classes have begun although the percentage of reimbursement may be reduced.

UNIFORMS

Employees in certain jobs where uniforms are required may be furnished uniforms at no cost to the employee. Employees must return all uniforms when they terminate employment before the final paycheck will be processed.

AWARDS PROGRAMS

A. Longevity Bonus

Employees shall be given a one time longevity bonus upon reaching the following years of service: 15 years, \$500; 20 years, \$1,000; and at each additional 5-year increment, \$1,500.

B. Service Awards

Certificates shall be presented annually, in recognition of years of service with the CDC, to those employees completing five (5) years continuous service and every five (5) years thereafter. Service awards shall also be presented to those employees achieving academic degrees at accredited colleges or universities.

INCENTIVE PROGRAMS

A. Incentive Leave

Any employee who has taken no sick leave during the preceding fiscal year (October 1 through September 30) will receive an additional two (2) days annual leave. Any employee using three (3) or less sick days in a year will receive an additional one (1) day of annual leave. Time taken off for this "bonus" will be at the employee's discretion with CEO approval, and will not be charged against annual or sick leave. The incentive leave must be taken during the following fiscal year.

B. Other Incentive Programs may be provided as deemed beneficial by the CDC Board of Directors.

COURT DUTY

An employee who is legally summoned to serve on a jury during a court trial or subpoenaed to be a witness in a legal proceeding may be permitted absence with pay for the time required for such duty. When excused or relieved from such service, the employee shall report for his/her regular employment, provided, however, that at least three hours remain during his/her regular work day. Any fees paid for such service may be retained by the employee.

SECTION VI

STAFFING PLAN

PROMOTIONS

It is the policy of the CDC to provide employees the opportunity for advancement by promoting from within whenever possible. Promotions to more responsible positions shall be based on demonstrated performance, a cooperative attitude, education, experience, and special qualifications.

ADDITIONS TO STAFF

As changes to the CDC's mission, priorities, key initiatives, and/or business levels occur, the Board of Directors may approve additional staff positions. Existing employees that possess the interest, qualifications, knowledge and skills for the new position(s) are encouraged to apply. If selected, the employee will be compensated at the approved amount for the new position.

REDUCTION IN FORCE (RIF)

In the unlikely event that it becomes necessary to have a reduction in force, employees will be selected for reduction taking into account the following factors on an equal basis:

- A. Knowledge, skill and ability of the employee.
- B. Overall performance record, including attendance.
- C. Seniority.

Should an employee, whose position has been eliminated due to a reduction in force, be selected for a vacancy that exists based upon interest, qualifications, knowledge and skills, the employee will be compensated at the budgeted salary for the vacant position being filled.

SECTION VII

DISCIPLINARY PROCEDURES

There are certain standards of common honesty, behavior, and job performance that the CDC expects of its employees. Employees are expected to adhere to these standards as a good citizen and as a good employee. If an employee should, however, engage in misconduct which violates policies of the CDC, and/or is detrimental to the working atmosphere which the CDC wishes to provide for its employees and citizens, then disciplinary action may be imposed. Such action may include disciplinary warning, suspension and/or discharge.

No non-probationary employee, however, will ever be discharged from the employment of the CDC until the facts of his case have been presented to and reviewed by the CEO or his/her designee.

A. Verbal Counseling

Verbal counseling sessions may take place between employees and supervisor in situations that are deemed less serious in nature. Every effort to determine and resolve the cause of the problem should be made by the employee. At the same time, however, it should be specifically stated that the employee is receiving a formal warning. Documentation of the verbal counseling shall also be signed by the supervisor/manager conducting the counseling, and should be made and maintained in the employee's file.

B. Written Counseling

Written counseling sessions take place between supervisor and an employee when the behavior of the employee is a repeated violation and verbal counseling has been administered; hinders the progress of the department in which the employee works; or hampers the progress of the CDC. Copies of all written warnings should be distributed as follows: one copy to the employee and one copy to the CEO for inclusion in the employee's file. Employees shall sign the CEO's copy, acknowledging the counseling session.

C. Suspensions

Suspension, or release from duty, is a more severe action that may be used to continue investigations and/or for constructive improvement. Suspensions are issued when it is determined that a second warning would not suffice or that an initial incident is too severe for a warning yet not sufficiently severe for dismissal.

The CEO must approve all recommended suspensions. A written statement specifically setting forth reasons for and the length of time of such suspension shall be maintained in his/her personnel file.

D. Compulsory Resignation

An employee, who, without valid reason, fails to report to work for three days without authorized leave, shall be separated from the payroll and reported as a compulsory resignation. Reemployment of such an employee is at the discretion of the CEO.

E. Dismissal During Probationary Period

Any time during the probationary period, the CEO, may terminate an employee if, in their opinion, the working test period indicates that such an employee is unable or unwilling to perform the duties of the position satisfactorily or that his or her behavior or lack of dependability do not merit continuing his/her employment.

F. Dismissal of Non-Probationary Employees

An employee's employment may be recommended for termination after other disciplinary measures have failed, when an employee's poor work performance shows no substantial improvement despite attempts by the CEO to resolve the problem with the employee, when a first-time incident occurs that is extremely serious, or when an employee's actions irrevocably frustrate the relationship of the employee with the CDC (including, but not limited to theft, fraud, gross insubordination, etc.). An employee may be recommended for termination at any time regardless to any progressive steps if he or she commits an offense for which, in the CEO's judgment, the employee's continued presence would be contrary to the well-being of the CDC or its employees. The CEO must be consulted in all cases of discipline or potential dismissal. The CEO will advise the respective department of the best way to manage the particular situation, including documentation requirements and advise on notice requirements.

SECTION VIII

EMPLOYEE COMPLAINTS AND GRIEVANCES

GRIEVANCE PROCEDURES

Management is interested in hearing and settling any work-related problems employees may have. When an employee receives discipline, excluding discharge, which he/she believes is unwarranted or too severe for the conduct involved, he/she is encouraged to file a grievance. Employees who contend that a specific written rule, regulation or policy of the CDC has been violated may also file a grievance. However, employees cannot grieve the failure to be promoted, performance evaluations or termination. Any grievance employees submit through this process will receive prompt consideration. Grievances may not be filed by probationary employees, managers, or department directors.

The following steps are to be followed in submitting a grievance:

Step 1. The Responsible Supervisor(s)

If an employee has a problem he/she should discuss the matter first with his/her responsible Supervisor(s). It is the Supervisor's responsibility to consider and attempt to settle any problems as quickly as possible. Because solutions to problems are most effectively achieved if the matter is discussed promptly, the employee must discuss the matter with his/her responsible Supervisor(s) within five working days of when the event of concern occurred.

Step 2. The Department Director

If an employee is dissatisfied with the decision of the responsible Supervisor(s) at Step 1, he/she may discuss the matter further with the Department Director for his/her consideration within five working days from the date the Supervisor renders a decision addressing the grievance.

Step 3. The CEO

If an employee is dissatisfied with the decision of the Department Director at Step 2, he/she may submit a written grievance to the CEO within five working days from the date the Director renders a decision addressing the grievance.

The employee will have the opportunity to present his/her grievance personally to the CEO in the presence of his/her Department Director and/or other Supervisor(s), and the Department Director and/or Supervisor(s), in turn, will have the opportunity to present his/her comments relative to the grievance.

The CEO will have five (5) working days from the date of the presentation to render a decision addressing the grievance.

Step 4. Chairman of the Board of Directors

If an employee is dissatisfied with the decision of the CEO at Step 3, he/she may submit a written grievance to the Chairman of the Board of Directors within five working days from the date the CEO renders a decision addressing the grievance. The Chairman of the Board may determine to re-hear the grievance or affirm the decision of the CEO. The decision of the Chairman of the Board is final.

We hope that if the need ever arises, employees will use our grievance policy since we want to be sure that all policies of the CDC are correctly applied to each and every employee.

We urge employees to speak directly to their Supervisors. Furthermore, employees are urged to raise any problem, personal or otherwise, with his/her immediate Supervisor, and are also free at any time to discuss any matter with the CEO.

PERSONNEL POLICIES ACKNOWLEDGEMENT

This is an acknowledgement that I have received my copy of the Personnel Policies for Employees of the Panama City Community Development Corporation, Inc.. I understand and agree that it is my responsibility to read, familiarize myself with, and abide by, the policies and procedures contained herein.

PRINT FULL NAME

EMPLOYEE SIGNATURE DATE

WITNESS SIGNATURE DATE