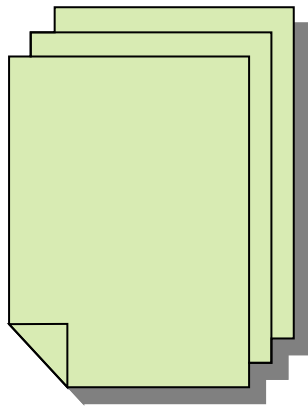


# Administrative Policy



## **St. Augustine - St. Johns County Airport Authority**

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## Article I. Airport Issues Reporting & Database

### GENERAL

**Section 1.100 Purpose -** The purpose of this Article is to provide guidance and direction to staff and the public relative to the receipt and processing of concerns related to the operation of the Northeast Florida Regional Airport.

**Section 1.101 Scope -** This Article is intended to express Authority position as it applies to how airport related concerns are to be made and the recording and maintenance of related data. Unless specifically provided herein, all concerns related to noise or other operational issues are included. Lessee or other user related concerns are covered by other Authority Policies and are therefore intentionally excluded.

**Section 1.102 Preemption by Federal Aviation Administration -** It is recognized and acknowledged that the Federal Aviation Administration has jurisdiction over the investigation and regulation of flying activities within the United States of America. Federal preemption largely precludes the local development of rules, regulations or other enforcement mechanisms of law for the purpose of regulating aircraft noise or flying activities. The development of this section is intended to provide database information and consistent information gathering in support of airport related objectives as defined by the Airport Authority.

### **Section 1.103 Definitions -**

**Airport** – shall mean the Northeast Florida Regional Airport as lawfully owned and operated by the St. Augustine – St. Johns County Airport Authority.

**Airport Authority or Authority** – shall mean the St. Augustine – St. Johns County Airport Authority as chartered by the State of Florida.

**Aircraft** – shall mean any heavier than air device designed for movement through the air and otherwise subject to the regulation of the Federal Aviation Administration.

**Airspace** – shall mean that area regulated and otherwise under the control of the Air Traffic Control Tower at Northeast Florida Regional Airport whether during normal operational hours or during periods of closure. This is generally defined as that area from the ground to 2,500 feet MSL and radiating outwards from the airport a distance of 5 miles in all directions. In a broader context it shall mean any area within St. Johns County.

**Based Aircraft** – shall mean any aircraft operated primarily out of the Northeast Florida Regional Airport. Ordinarily, these aircraft are routinely stored or marshaled using the infrastructure facilitated by the Authority.

**Complainant** – shall mean any individual affected by the operation of the Northeast Florida Regional Airport in St. Johns County, Florida who desires to communicate their concern relative to the operation or administration of the airport.

**Concern/Complaint** – shall refer to the submittal of baseline information to the Authority relative to the practices or procedures surrounding the operation of the Northeast Florida Regional Airport by the general public.

**Contact** – shall mean communication made in person, via email, telephone, and letter or via Authority Website interface.

**Corporate** – shall mean the ownership or use in conjunction with others of an aircraft ancillary to a non-aviation business that is not located at the airport.

**Event** – shall refer to date and time of one or more offending action, such as aircraft overflight or excessive noise exposure occurring in a reasonably contiguous period. Events shall be identified by a single identifier within the database.

**Federal Aviation Administration (FAA)** – shall mean the legal designee of the United States Department of Transportation with regulatory authority over all air activities by aircraft. This definition shall also include the many regions, divisions and departments through which the FAA is organized and operated.

**Individual Aircraft Owner** – one person ownership of an aircraft as contrasted with clubs, partnerships or corporately owned aircraft.

**Qualified Concern** – refers to any submitted concern, regardless of method of transmittal, which contains the minimum information as required by this document.

**Regulatory Agency** – shall mean any entity empowered to interpret and enforce rules, regulations, laws, policies or ordinances on behalf of local, state or federal governments.

**Transient** – shall mean the non-based or occasional use of the airport by an aircraft operator.

## **INFORMATION GATHERING**

**Section 1.104 Preferred Method of Filing a Concern** – The preferred method of Authority contact for communication of concerns shall be through use of the on-line form provided on the Airport Authority website: [www.FlyNFRA.com](http://www.FlyNFRA.com). Use of the online contact form will result in the immediate issuance of a confirming receipt to the complainant. Further, use of this contact method will allow for expedited follow-up contact.

**Section 1.105 Acceptable Methods of Filing a Notice of Concern** – The Authority will accept for database inclusion all concerns meeting the minimum requirements provided herein that are received by telephone, voicemail, fax, email, US Mail, courier or delivered in-person.

- (a) All concerns received in an approved manner shall be entered into the database. Staff will endeavor to enter all non web-interface concerns within 72 hours of receipt.
- (b) For the purposes of this section, unapproved methods of contact shall include the contact of Authority Members or Staff using home phone numbers, cell phone numbers or the utilization of phone text messaging or any other instant messaging technology. Concerns transmitted in any of these matters may not be processed regardless of their voracity or merit.

**Section 1.106 Minimum Information Required** – The following contact and informational items will be considered as baseline relative to contact with the Authority and entry into the database developed consistent with this section.

\*Required Complainant Contact Information:

- Full Name
- Complete Mailing Address
- Primary Contact Phone Number(s)
- Valid Email Address
- Nature of Concern
- Date and Time of Event

\*Completion of Website Form in its entirety shall constitute compliance with this Section.

**Section 1.107      Exclusion of Selected Information** – A failure to provide and/or refusal to provide required baseline information shall result in the exclusion of data from any resultant statistical analysis.

**Section 1.108      Post Transmittal Staff Follow-up** – All concerns received by the Authority that meet the minimum information and contact requirements shall receive immediate email confirmation of said concern and will be assigned a unique record number. In cases where multiple contacts have been made referencing a specific event, a unique event description will be generated to assist in data analysis.

- (a) Staff will attempt the “good-faith” follow-up of qualified concerns normally within 72 hours of receipt for the purpose of further detailing the nature and specifics leading thereto.
- (b) Complainants requesting direct follow-up contact by Staff should expect initial contact via telephone. Failing the establishment of phone contact, staff will attempt a follow-up conversation after invitation provided by Email. A minimum of two attempts will be made using both telephone and/or Email. Should follow-up contact not be established within 14 days of the initial transmittal then no further action will be afforded until and unless the Complainant re-establishes contact with the Authority.
- (c) The inability to make follow on contact with a complainant for relevant information pursuant to a concern shall result in the exclusion of data from any resultant statistical analysis.

## **DATABASE DEVELOPMENT & MAINTENANCE**

**Section 1.109      Electronic Database Records** – The Authority shall cause and maintain an electronic database documenting all concerns received relative to this section. The reporting of said records shall be available to the public through a dedicated webpage on the Authority’s Website.

**Section 1.110 Exclusion of Unverifiable Concerns or Data** – The inability to verify relevant information pursuant to a concern shall result in the exclusion of data from any resultant statistical analysis. Acceptable methods of verification include review of provided data, review of Air Traffic Control records, Radar Interfaces, witnesses or other appropriate and reasonably reliable means.

**Section 1.111 Internet “Web-Based” Interfaces –**

- (a) Initial Contact “Concern Form” – shall include all required data as provided elsewhere in this section. The form shall require that all fields pertaining to the minimum data requirements shall require completion in order for data submission. Incomplete or fraudulently submitted data shall exclude entire submission from acceptance and any subsequent action.
- (b) Automated Response – successful completion and submission of the online initial contact form shall result in automated response generation to the provided email address to confirm the Authority receipt of data.
- (c) Administrative Content Interface – shall include features to provide a detailed electronic record database designed to augment and investigate concern related data. This interface shall include the ability to generate simple and comprehensive reports associated with any data input parameter.
- (d) Disposition Interface – shall be a dedicated webpage facilitated on the Authority’s website to provide complainant and general public access to the disposition of reported concerns. This interface shall include an indication of the current status as either “Pending,” “Open,” or “Closed” defined as follows:
  - (i) **Pending** – shall mean those concerns that have been properly submitted and for which initial contact with the complainant has not yet been established.
  - (ii) **Open** – shall refer to any concern made for which on-going investigation is underway and initial contact has been established. The duration of “open” status shall continue until the matter reaches a conclusion. Matters unresolved after 90 days may be administratively closed with an appropriate notification appended to the electronic record.

(iii) **Closed** – shall refer to the final disposition of any received concern. A record will be deemed closed whenever further action is unavailable, unwarranted or otherwise concluded. Matters deemed closed shall have a brief summary report available to the public for inspection and download. The report shall be indicative of all salient points of the investigation, basis for closure of item and a statement of final determination. All concluded matters shall be retained and available in the electronic database for a minimum of three (3) years or longer, as determined by the State of Florida's Public Records Policy. Further, once a matter is deemed closed, an email notification shall be generated and forwarded to the provided address indicating closure and the availability of the summary report online.

**Section 1.112 Investigative Actions** - Authority Staff shall investigate all bona fide concerns and shall work to satisfactorily resolve to extent that Airport Authority jurisdiction has been established. Investigative methods and information sources available to Staff for investigative purposes shall include, but not be limited to, the following:

- (a) Air Traffic Control Tower Records and Employee Interviews
- (b) Eyewitnesses to Cause(s) of Concern
- (c) Radar Data
- (d) Pilot Interviews
- (e) Airport or other Publicly Available Records
- (f) Relevant Video or Photographic Evidence

## **IMPLEMENTATION**

**Section 1.113 Delegation of Responsibility** - The Authority herein delegates the implementation and enforcement of this section to the Executive Director, subject only to the right of appeal contained herein.

**Section 1.114 Final Disposition of Concerns** - The Authority herein delegates final disposition of concerns relative to this section to the Executive Director, subject to the right of appeal contained herein. Action by the Executive Director shall be determined final 90 days following the closure of a concern made consistent with this section.

- (a) Final disposition actions available to the Executive Director shall include, but are not be limited to, the following:
  - (i) *No Action Available – matter outside of Authority jurisdiction*
  - (ii) *Counseling – oral or written communication of a specific airport rule or regulation violation(s) to offending party*
  - (iii) *Communication or Referral to Agency Having Jurisdiction – FAA, State or Local Agency*
  - (iv) *Referral to Airport Authority for Action*
  - (v) *Suspension or Revocation of Airport Access or Lease Privileges*
  - (vi) *Other*

## **RIGHT OF APPEAL**

**Section 1.115 Appeal Process** - To provide a uniform method of appeal for any aggrieved party relative to administrative decisions pursuant to this section, the Authority adopts the following process:

- (a) Any person or entity adversely affected by any final decision of the Executive Director, or his designee, may request to be heard as an agenda item before the Authority by submitting a Written Appeal Statement within thirty (30) days of the Executive Director's decision.
- (b) The Written Appeal Statement shall set forth the following: the background facts, issue in dispute or nature of the dispute, the decision of the Executive Director, the date of the Executive Director's decision, the relief requested, and the facts and circumstances warranting the relief requested and/or supporting a reversal of the Executive Director's decision. Every Written Appeal Statement shall include as attachments any and all documents (i.e., letters, contracts, etc.) related to the matter to be appealed.

- (c) Upon receipt of a completed Written Appeal Statement the Executive Director shall add the issue to the next reasonably available Authority regular meeting. Should any Written Appeal Statement be incomplete, the Executive Director shall notify the appellant in writing.
- (d) At a regular meeting of the Authority whereupon a Written Appeal Statement is an agenda item, the Authority shall first review the Written Appeal Statement and determine whether to hear the appeal. If there is no affirmative vote to hear the appeal, the appeal and Written Appeal Statement shall be deemed denied and the decision of the Executive Director shall stand. Should the Authority hear an appeal, the Authority shall retain all rights to grant or deny any appeal even after hearing further evidence or argument in support of the appeal.

## Article II. Investments

**Section 2.01**      **Description of Section** - This Article details the process and limitations as they pertain to the investment of public funds by the Authority that are deemed in excess of those required to meet current expenses consistent with Florida Statutes, Chapter 218.415.

**Section 2.02**      **Prudence and Ethical Standards** - The Authority herein adopts the Prudent Person Rule, which states that: "Investments should be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived from the investment." F.S. 218.15 (4)

**Section 2.03**      **Investment Objectives** - Investment objectives are herein deemed to be prioritized, as follows: safety of capital, liquidity of funds, and investment income.

- (a) **Safety.** Safety of principal is the foremost objective of the Authority. Each investment transaction shall seek to first ensure that capital losses are avoided, whether from security defaults or erosion of market value. By restricting investments to those authorized herein will assist in minimizing credit and interest rate risk associated with the management of the Authority's portfolio. In addition, purchases and sales shall be made for investment purposes and not speculation. When possible, the Authority seeks to avoid any transaction that might impair public confidence in the Authority as a custodian of the public trust.
- (b) **Liquidity.** The investment portfolio will remain sufficiently liquid to enable the Authority to meet operating requirements, which may be reasonably anticipated.
- (c) **Investment Income.** When investing public funds, the Authority will strive to maximize the return on the portfolio and to preserve the

purchasing power but will avoid assuming unreasonable investment risk.

**Section 2.04**      **Investment Instruments** - The Authority herein limits investments consistent with this section to the following instruments, and may divest itself of such investments, at prevailing market prices or rates, subject to the following limitations:

- (a) The Local Government Surplus Funds Trust Fund or any intergovernmental investment pool authorized pursuant to the Florida Inter-local Cooperation Act of 1969, as provided in F.S. 163.01.
- (b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency.
- (c) Interest-bearing time deposits or savings accounts in qualified public depositories as defined in F.S. 280.02.
- (d) Direct obligations of the United States Treasury.
- (e) Federal agencies and instrumentalities.
- (f) Securities of, or other interest in any open-end or closed-end management-type investment company or investment trust registered under the Investment Company Act of 1940, 15 U.S.C. ss. 80a-1 et seq., as amended from time to time, provided that the portfolio of such investment company or investment trust is limited to obligations of the United States Government or any agency or instrumentality thereof and to repurchase agreements fully collateralized by such United States Government obligations, and provided that such investment company or investment trust takes delivery of such collateral either directly or through an authorized custodian .
- (g) Other investments authorized by law or by resolution for a Florida City, County, school district or a special district.

**Section 2.05**      **Authorized Deposits** - In addition to Investment Instruments, the Authority may deposit any portion of surplus public funds in its control or possession under the following conditions:

- (a) The funds are initially deposited in a qualified public depository, as defined in F.S. 280.02;
- (b) The public depository must be insured by the Federal Deposit Insurance Corporation in one or more federally insured banks or savings and loan associations and are approved by the State Treasurer as a qualified public depository;
- (c) The full amount of the principal and accrued interest of each financial deposit instruments is insured by the Federal Deposit Insurance Corporation;
- (d) The selected depository acts as custodian for the Authority with respect to each financial deposit instrument issued for its account.

**Section 2.06**      **Unauthorized Deposits**—To protect public funds from unnecessary risk, the Authority further prohibits or restricts the following investment types:

- (a) Collateralize Mortgage Obligations (CMO).
- (b) Reverse Repurchase Agreements, Securities Lending.
- (c) Leverage Purchases (i.e. purchasing securities on margin).
- (d) Trading for speculation
- (e) Derivatives
- (f) Mortgage-backed interest-only structures (I/Os)
- (g) Inverse or leveraged floating-rate and variable-rate instruments
- (h) Currency, equity, index and event-linked notes (e.g. range notes), or other structures that could return less than par at maturity
- (i) Private loans
- (j) Convertible, high yield, and non-U.S. dollar denominated debt
- (k) Short sales
- (l) Futures and options

**Section 2.07**      **Maturity and Liquidity Requirements** - The Authority's investment portfolio shall be structured to provide sufficient liquidity to pay obligations as they come due. To the extent possible, the Authority shall attempt to match investment maturities with known cash needs and anticipated cash-flow requirements.

**Section 2.08**      **Risk and Diversification** - The investment portfolio shall provide for diversification and to the extent practicable, to control the risk of loss resulting from over concentration of assets in a specific maturity, issuer, instrument, dealer or bank through which financial instruments are bought and sold.

**Section 2.09**      **Authorized Investment Institutions and Dealers** - The Authority shall only purchase securities from authorized securities dealers, issuers, and banks which are qualified as public depositories by the Treasurer of the State of Florida or as designated by the Federal Reserve Bank.

**Section 2.10**      **Third-Party Custodial Agreements** - All investment securities will be held with a third party; all securities purchased and all collateral obtained by the Authority will be designated as an asset. No withdrawal of securities in whole or in part, shall be made from safekeeping except by the Executive Director or other designated staff member. Securities transactions between a broker-dealer and the custodian involving purchase or sale of securities by transfer of money or securities will be made on a 'delivery vs. payment' basis, if applicable, to ensure that the custodian will have the security or money, as appropriate, in hand at the conclusion of the transaction.

**Section 2.11**      **Securities; Disposition** - Every security purchased under this section on behalf of the Authority must be properly earmarked, and:

- (a) Securities registered with the issuer or its agents must be immediately placed for safekeeping in a location that protects the Authority's interest in the security;
- (b) Securities must be held for the Authority's credit by a depository chartered by the Federal Government, the State or any other state or territory of the United States which has a branch or principal place of business in this state as defined in F.S. 658.12, or by a national association organized and existing under the laws of the United States which is authorized to accept

and execute trusts and which is doing business in the state, and must be kept by the depository in an account separate and apart from the assets of the financial institution;

- (c) If physically issued to the holder but not registered with the issuer or its agents, must be immediately placed for safekeeping in a secured vault.

**Section 2.12**      **Bid Requirements** - The Executive Director shall determine the approximate maturity date based on cash-flow needs and market conditions, analyze and select one or more optimal types of investment, and competitively bid the security when feasible and appropriate. Except as otherwise required by law, the bid deemed to best meet the investment objectives specified in Section 2.03 must be selected.

**Section 2.13**      **Internal Controls** - The Executive Director will establish a system of internal controls and operational procedures which will be documented in writing. Independent auditor will periodically perform a financial audit to prevent losses of public funds arising from fraud, employee error, misrepresentation by third parties, or imprudent actions by employees.

- (a) Investment officials shall refrain from personal business activity that could conflict with the execution and management of the Authority's investment program, or that could impair their ability to make impartial decisions.
- (b) Internal controls will also encompass the following additional issues:
  - i. Transfers of all funds (purchases, sales, etc.). Due to wire fraud with electronic transfers, wiring instructions should never be communicated in writing without verification and password protection and, whenever possible, should be confirmed in-person or with verbal communication to a person known to the Executive Director or his staff.
  - ii. Separation of functions including transaction authority for accounting and record keeping.

- iii. Custodial safekeeping.
- iv. Delegation of authority to subordinate staff members.
- v. Written confirmation of telephone transactions.
- vi. Supervisory control of employee actions.
- vii. Specific guidelines regarding security losses and remedial action.
- viii. Documentation of decisions and transactions.
- ix. The independent auditors performing the annual financial audit of the Authority shall review the investment policy annually. This review shall confirm the compliance of the internal controls established within the investment policy.

**Section 2.14      Reporting** - The Executive Director shall include information related to the Authority's investments as a part of the monthly financial reports.

**Section 2.15      Preemption** - Any provision of any special act, charter, or other law, which prohibits or restricts the Authority from complying with § 218.415, F.S. or any rules adopted under this policy is void to the extent of the conflict.

**Section 2.16      Performance Measurement** – In order to assist in the evaluation of the portfolios' performance, the Authority will use performance benchmarks for short-term and long-term portfolios. The use of benchmarks will allow the Authority to measure its returns against other investors in the same markets.

- (a) Funds designated as short-term funds and other funds that must maintain a high degree of liquidity will be compared to the S&P Rated GIP All Index 30-Day Gross of Fees Yield.
- (b) The long-term investment portfolio shall be designed with the annual objective of exceeding the return of the ICE BAML1-5 Year Treasury Index compared to the portfolio's total rate of return. The ICE BAML1-5 Year Treasury Index represents all U.S. Treasury securities maturing over

one year, but less than five years. This maturity range is an appropriate benchmark based on the objectives of the Authority.

- (c) Other indices may be used from time to time to measure the portfolio performance.

**Section 2.17**      **Authority** - The responsibility for conducting investment transactions shall reside with the Executive Director. At least one staff member shall annually participate in continuing education for investment policy compliance and investing.

### **III Purchasing of Goods and Services**

#### **GENERAL & ADMINISTRATIVE**

**Section 1.116    Description of this Section** - This Article details the process, requirements and limitations pertaining to purchase of goods and services by the Authority. It is the intent of this section to remain consistent with F.S. 287, as applicable.

**Section 1.117    Purchasing - Limits of Authority** - The following thresholds are established consistent with F.S. 287.057.

- (a) Purchases of goods or services of \$35,000 or less require the approval of the Executive Director. Authority concurrence is not required up to this level.
- (b) Purchases in excess of \$35,000 shall require the specific approval of a majority vote of the Authority.

**Section 1.118    Vendor Performance Evaluations** - All Authority Staff who deal with vendors on a continuing basis are compelled to provide internal feedback about specific vendor performance. Useful and constructive evaluations are imperative to assure that quality control and expected performance levels are maintained. Information provided by the staff is useful for monitoring and the effective stimulation of vendor activities, performance and screening of bidders for possible exclusion where performance is consistently non-responsive or sub-par.

#### **PROCUREMENT UNDER \$35,000**

**Section 1.119 Procurement Detail Required** - The following table depicts the overall requirements related to the purchase of goods and services:

Task Details	Under \$10K	\$10K - \$35K	\$35K +	Emergency Purchase	Sole Source	State Contract
Details & Justification	x	x	x	x	x	x
Bid Document		x	x			
Make, Model, Timeframe - Important Info						
Vendor Identification	x	x	x	x	x	x
Vendor Notification	x	x	x			
Vendor Response Evaluation	x	x	x			
Cost & Time Sensitive						
Purchase Approval	x	x	x	x	x	x
Purchase Order		x	x			x
Delivery Acknowledgement	x	x	x	x	x	x
Procurement Closure	x	x	x	x	x	x

**Section 1.120     Details & Justification** - When necessary, the Requestor shall provide relevant information to assist in the development of purchase specifications associated with specific goods or services. Minimum information required includes:

- (a) Cut Sheet or Specification Sheet
- (b) Quantity Required
- (c) Date Needed
- (d) Estimated Cost
- (e) Justification
- (f) Reference Budget

**Section 1.121     Bid Document Preparation** - As may be necessary, the Executive Director shall cause the preparation of a document specific to the procurement. Said document shall include all important specifications (make, model, timeframe, quantity, specific brand or service etc...).

**Section 1.122     Vendor Identification** - Identification of eligible vendors may be made using resources, such as:

- (a) Vendor Contact Lists
- (b) Telephone book, trade publications, other applicable printed material
- (c) Internet Searches

**Section 1.123    Vendor Notification** - Vendors may be notified of "solicitations of interest" using the following methods of contact:

- (a) Phone Call
- (b) Email
- (c) Fax
- (d) Website
- (e) Internet Bid Services
- (f) Advertisement (required on all purchases above \$35,000)

**Section 1.124    Vendor Response Evaluation** - The Executive Director shall cause evaluation of vendor responses for the purposes evaluating the suitability of received responses and to make a purchase recommendation. Additional technical assistance may be requested of the requisitioner, as needed, to assure compliance with original solicitation intent. The following criteria shall be included in the evaluation, but shall not be deemed exclusive criteria:

- (a) Cost of item or service & budget compatibility
- (b) Conformance to specification(s)

***Provided the requirements are clearly communicated in the solicitation process, the following items may also be considered in determining the responsiveness of a vendor submission:***

- (c) Delivery time
- (d) Previous negative experience with vendor as documented in Authority records.

***Failure of a vendor to meet the requirements of a solicitation may, in the sole judgment of the Authority, result in the rejection of a quote or bid.***

**Section 1.125    Purchase Approval** - For non-routine purchases under the dollar value thresholds established in Section 3.02, the Executive Director or his designee may authorize purchases.

**Section 1.126    Purchase Order Required** - Purchase orders are required when a contract agreement and/or routine purchase agreement has not been established or if at least one of the following criteria is applicable:

- (a) Required by the Vendor to guarantee payment; or
- (b) Associated with direct purchases within capital construction projects; or
- (c) Determined by the Executive Director to be the best interest of the Authority.

***Examples of purchase arrangements not normally requiring a purchase order include:***

- (d) Established Vendor Accounts;
- (e) Purchases made using a Credit Card and otherwise subject to the terms of the card issuer.

**Section 1.127    Delivery Acknowledgement** - Documentation of the receipt of goods or services and general compliance with the terms of any quote, bid or purchase order is required and will to minimally include:

- (a) Verification of quantity by physical count
- (b) Quality and Condition

***If deemed compliant, notification will be made to the Requestor. Problems with any shipment will be noted and reported immediately to the Vendor and/or shipping company.***

**Section 1.128    Procurement Closure** - Submission of the following items for payment shall constitute conclusion of the normal procurement process.

- (a) Procurement Solicitation Details
- (b) Purchase Order, if applicable
- (c) Packing Slip or other acceptable confirmation documentation

**PROCUREMENTS OVER \$35,000**

**Section 1.129 Procurement of Commodities or Contractual Services** - The competitive solicitation process shall be used for procurement of commodities or contractual services in excess of \$35,000. Compliance with this section is required to comply with F.S. 287.057.

The following table depicts the required steps associated with the purchasing process.

### QUOTE/BID MATRIX

Order	Task Details	Quote	Bid	FAA	FDOT
#1	Advertise		x	x	x
#2	Instructions to Bidders	x	x	x	x
#3	Quote/Bid Form		x	x	x
#4	Proposed Contract		x	x	x
#5	Performance Bond *		x	x	x
#6	Payment Bond *		x	x	x
#7	Insurance Requirements *		x	x	x
#8	Sample of Final Release of Lien *		x	x	x
#9	Notice of Award	x	x	x	x
#10	Notice to Proceed *		x	x	x
#11	Purchase Order Required **		x		
#12	Scope & Control of Work *		x	x	x
#13	Permits /Licenses Required		x	x	x
#14	Partial Payment Requirements		x	x	x

#15	EEOC & DBE Requirements			x	
#16	List of Sub Contractors			x	x
#17	Special Conditions		x	x	x
#18	Federal Wage Rates Requirement			x	

\* Applicable to Service Contracts Only

\*\* Dependent on Nature of Purchase

**Section 1.130     Advertisement** - A legal notice and advertisement of an “Invitation to Bid” is required. Advertising shall run in a newspaper of general paid circulation, as follows:

- (a) Published once, not less than thirty (30) calendar days prior to the date set for receipt of bids;
- (b) Includes a general description of the commodity needed or scope of work required;
- (c) Details as to where bid information and documents may be secured;
- (d) Details relevant to the closing date, and time and delivery location for sealed bids;
- (e) Any information or special compliance criteria relevant to the solicitation.

**Section 1.131     Receipt of Sealed Bids** - All Bid received shall be affixed with a date and time stamp attesting to receipt by the Authority. All bids delivered after the advertised date and time will not be accepted and will be returned unopened.

**Section 1.132     Bid Opening** - All sealed bids to be publicly opened and read aloud at the date and times advertised.

**Section 1.133 Evaluation Criteria** - The following shall be used in evaluating responses to bid submittals, including but not limited to:

- (a) Cost of item or service;
- (b) Sufficiency of item or service quoted;
- (c) Delivery time;
- (d) History with Airport Authority, including current and past performance.

*Failure of a bidder to meet the requirements of a solicitation may, in the sole judgment of the Authority, result in the rejection of a bid.*

**Section 1.134 Recommendation** - The Executive Director will make a recommendation to the Authority relative the most qualified commodity or service bid received.

**Section 1.135 Agenda Item** - The Executive Director will prepare an agenda item for formal acceptance action. At its discretion, the Airport Authority may:

- (a) Accept the recommendation from the Executive Director;
- (b) Require additional information;
- (c) Decline the recommendation.

**Section 1.136 Delivery Acknowledgement** - Documentation and receipt of a purchased commodity or service along with a statement of compliance with the terms of the solicitation, is required and shall include:

- (a) Verification of quantity, quality and condition;
- (b) Confirmation requested that product or service meets bid expectations.

**Section 1.137     Procurement Closure** - Submission of the following items for payment shall constitute conclusion of procurement process.

- (a) Procurement Details
- (b) Purchase Order, if applicable
- (c) Packing Slip or other acceptable confirmation documentation

**PROFESSIONAL SERVICES     *“Consultant’s Competitive Negotiation Act”***

**Section 1.138     Professional Services** - The practice of architecture, professional engineering, landscape architecture or registered surveying and mapping are required to comply with this section and F.S. 287.055. Solicitation for Professional Services under this section is required if associated with a:

- (a) Construction project with a basic cost estimated to be greater than \$325,000;
- (b) Planning or study project with a fee expected to be greater than \$35,000.

**Section 1.139     Advertisement** - For all projects requiring compliance with this Section, advertisement shall be required consistent with the following minimum requirements. The required legal notice will run in a newspaper of general paid circulation.

- (a) The legal notice shall be published twice, the first notice to be published not less than fourteen (14) calendar days prior to the date set for receipt of qualifications.
- (b) The legal notice shall include a general description of professional services needed, where proposal information and documents may be secured, the closing date, time and location for a proposal. The legal notice should include any other data relevant to the proposal requirements.

**Section 1.140     Receipt of Proposals** - All proposals received shall be affixed with a date and time stamp attesting to receipt by the Authority. All proposals delivered after the advertised date and time will not be accepted and will be returned unopened.

**Section 1.141      Review Committee** - The Executive Director may appoint a select group as the Professional Services Review Committee (PSRC) to assist in evaluating submissions. A detailed Scope of Services shall be provided to the PSRC to assist with the evaluation process.

**Section 1.142      Evaluation Criteria** - The following is identified for use in reviewing proposals, evaluation criteria shall include but is not limited to:

- (a) Submitters ability to perform requested type of work;
- (b) Experience of the entity and assigned key staff members;
- (c) Consistent with the associated advertisement, additional consideration may be afforded for items such as time in business, DBE, staff turnover, financial solvency, history with Airport Authority, current and past performance on other airports of similar character, location of office in charge and volume of work previously awarded under contract.

**Section 1.143      Short-List Development** - A recommended order of preference of not fewer than three (3) firms deemed to be the most qualified to perform the solicited services shall be made to the Authority by the Executive Director.

**Section 1.144      Agenda Item** - The Executive Director will prepare an agenda item listing firms in order of qualification (rank order) for acceptance. At its discretion, the Airport Authority may:

- (a) Accept the recommended firms from the Executive Directors listing;
- (b) Require an oral presentation from the short listed firms;
- (c) Add or delete firms from the Executive Directors listing;
- (d) The Airport Authority will approve the rank-order of firms for future contract negotiations.

**Section 1.145      Contract Negotiations** - The Executive Director will facilitate negotiation of a professional services contract. As a minimum the following items are required:

- (a) Detailed staff hour estimates;
- (b) Proposed wage rates;
- (c) Overhead and fringe benefits;
- (d) Documentation to support the expenses contained in the proposed price;
- (e) Unit rates used to compute travel;
- (f) Listing of sub consultants and associated cost must be identified in the proposed price.

***Should the Executive Director be unable to negotiate a satisfactory contract with the selected firm, negotiations will be formally terminated and the Authority notified. The Executive Director will then proceed to negotiate with the second most qualified firm and so forth until a successful contract has been negotiated.***

**Section 1.146      Contract Approval** - The Executive Director will cause the preparation of a contract for consideration by the Airport Authority. At its discretion, the Airport Authority may:

- (a) Accept the recommendation of the Executive Director;
- (b) Modify the terms of a proposed contract and approve, or
- (c) Elect not to enter into a contract for any reason.

**Section 1.147      Contract Form** - Where appropriate, an approved Professional Service Agreement will be utilized.

**Section 1.148 Required Clauses** - In instances where the standard Professional Service Agreement is not utilized, the following clauses must be included:

- (a) "SASJCAA reserves the privilege of auditing a vendor's records, by a representative of the Authority as such records relate to activities between SASJCAA and said vendor. Such records include, but are not limited to: all books, records and memoranda of every description, pertaining to work under contract. SASJCAA further reserves the right to reproduce any of the aforementioned documents pertaining to the work under contract."
- (b) "In order to obtain reimbursement for miscellaneous expenses such as travel, copies, and phone calls, fax transmissions, etc., proper documentation must be provided as listed in the attached log for each type of expense. NOTE: The logs or approved equal must be filled out. For telephone calls and fax transmissions, not only are logs required, copies of the telephone bill with the calls highlighted must be submitted. Hotel and meal allowances are NOT reimbursable expenses by SASJCAA."
- (c) "The Consultant shall maintain an adequate and competent professional staff within the State of Florida and may associate with it specialists for the purpose of its services hereunder, without additional cost to the Authority. Should the Consultant desire to utilize other specialists, the Consultant is responsible for satisfactory completion of all such subcontract(s), and may not assign or transfer work under this Agreement to other specialists or Consultant's unless approved in writing by the Authority. It is also agreed that the Consultant will not, except for services so designated, perform less than the total contract work with other than its own organization unless approved by the Authority."

- (d) "The Consultant agrees that it shall make no statements, press releases, or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of this Agreement, without first notifying the Authority and securing its content in writing. The Consultant also agrees that it shall not publish copyright or patent any of the specific data furnished in compliance with this Agreement, and that such data or information is the property of the Authority. This does not include materials previously or concurrently developed by the Consultant for "in-house" use. Only data generated by the Consultant for work under this Agreement shall be the property of the Authority.
- (e) "The Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this agreement and that he has not paid or agrees to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this agreement."
- (f) "All work project and documents associated with awarded work shall be solely owned by the Airport Authority regardless of actual possession of work product documents and may not be used in whole or in part without the written permission of the SASJCAA"

**Section 1.149     Supplemental Agreements** - Supplement agreements may be used to append specific services to a professional service agreement (Master Agreement). The Executive Director shall obtain approval from the Authority prior to executing supplemental agreements in excess of \$35,000.

**Section 1.150     Distribution** - Distribution of fully executed agreements:

- (a) Original in the Consultants file;
- (b) Original to the Consultant;
- (c) Copy to the Fiscal Assistant for inclusion on project documentation;
- (d) Copy to FAA/FDOT as applicable.

## **PURCHASE ORDER DETAILS**

**Section 1.151    Purchase Order Log** - A Purchase Order log shall be maintained listing all Airport Authority issued purchase orders. At a minimum, the following items are to be included in the log:

- (a) Date
- (b) PO Number
- (c) Vendor Information, and
- (d) Amount of purchase

**Section 1.152    Purchase Order Components** - The Purchase Order is used to guarantee payment for goods and services. The following are steps for completing the purchase order:

- (i) Unique Identification Number (PO number)
- (ii) Date of Issuance;
- (iii) Vendors Contact Information;
  - 1) Name, Address, Phone & FAX number;
- (iv) Quantity to be Purchased;
- (v) Unit of Purchase information, if available;
- (vi) Description of the item(s) to be purchased;
  - 1) Include any pertinent information such as date of quote, Authority project number, emergency purchase, state contract/piggyback information, sole source purchase, or proprietary purchase.
- (vii) Unit Price;
- (viii) Extended Price by Line (unit price X quantity);
- (ix) Delivery Charge, if applicable;
- (x) Total of Purchase Order

**Section 1.153    File Documentation Required** - The following must be filed, as appropriate, to close a purchase order:

- (a) Printed fully completed and executed purchase order;
- (b) Copy of the following:
  - (i) Vendor Release– authorization to proceed with order
  - (ii) Invoice documentation
  - (iii) Project Supporting Documentation
  - (iv) Evidence of Delivery

**Section 1.154    Purchase Order Termination** - When a Purchase Order must be canceled or terminated, prompt internal coordination is required to minimize the financial risk to the Authority.

It should be noted that in the event that a vendor has begun production of a custom-made product or has secured the delivery of an item that is not likely to be resold, the Authority may have to accept documentable costs resulting from order cancellation.

Cancellation/termination action will be considered legally complete when the Purchasing Coordinator has received written acknowledgment of the cancellation/termination from the Vendor concerning the transaction.

**NOTE:** *A copy of the Purchase Order marked "Cancelled" shall be internally coordinated to prevent payment in error. All supporting documentation regarding the cancellation will be attached to the Purchase Order and maintained in the Purchase Order Book.*

## **CONTRACTS**

**Section 1.155    Description** - Contracts constitute a written agreement between the Airport Authority and a vendor or consultant for the purchase of goods or services. Written contracts are required for following activities:

- (a) Construction Projects;
- (b) Professional Services;
- (c) Any purchase requiring a written contract in lieu of a Purchase Order (see Section 3.11).

**Section 1.156    Contract Types** - The following types of contract may be used by the Airport Authority.

- (a) One Time – Contract or purchase order used for a one-time purchase;
- (b) Sole Source – Contract or purchase order for specific equipment, supplies or services which cannot be provided by any other vendor;
- (c) Blanket Purchases – Purchases of a product or service for a specific timeframe and/or set amount;
- (d) Annual – A one (1) year contract or purchase order for a specific service;
- (e) Emergency Purchases – Immediate purchase of supplies or services to protect the life, health, or safety of the public;
- (f) Professional Services – Contract for services negotiated pursuant to the Consultants Competitive Negotiations Act;
- (g) Construction – Contract for construction services.

**Section 1.157    General Requirements** - As a safeguard, contracts shall include the following additional clauses when determined appropriate by the Executive Director:

- (a) Termination clause;
- (b) Insurance requirements;

- (c) Liquidated damages provision;
- (d) Sales tax recovery clause (Owner Direct Purchase);

**Section 1.158     Distribution** - Distribution of fully executed contract or purchase order shall be, as follows:

- (a) Original in the consultant/vendor file;
- (b) Original to the consultant/vendor;
- (c) Copy to the Fiscal Assistant in support of payment(s);
- (d) Copy to FAA/FDOT, as applicable;
- (e) Copy to the Purchasing Coordinator.

## **BONDS AND DEPOSITS**

**Section 1.159     Requirement** - Bonds and/or Deposits shall be required for construction projects with a basic cost estimated to be greater than \$100,000.

**Section 1.160     Types of Bonds and Deposits** - The following are types of bonds and deposits:

- (a) Performance & Payment Bond - Required when entering into a contract for new construction, repairs, or renovation in accordance with F.S. 255.05. The requirement for this bond will be included in the bid package. Prior to commencing work an original bond document shall be provided by the contractor in an amount not less than 100 % of the bid amount.
- (b) Guaranty of Good Faith Deposit (Bid Bond) – At the discretion of the Executive Director and in the best interest of the Airport Authority, bidders may be required to submit a guaranty of good faith deposit in the amount of 5% of the bid price. When required, the advertisement will include the notice that a 5% Bid Bond will be required when submitting a bid proposal.

**Section 1.161 Additional Bond Guidelines** - The following are in addition relative to Authority bond requirements:

- (a) Any Surety underwriting the bonds and deposits must be authorized to do business in the State of Florida. A statement communicating this requirement must be in all relevant bid advertisements. F.S. 255.05 (1) (a)
- (b) An irrevocable Letter of Credit may be accepted by the Airport Authority in lieu of a performance and payment bond under the condition that a bidder provides a financial statement prior to Authority acceptance of an irrevocable Letter of Credit. F.S. 255.05 (7)
- (c) The contractor shall be responsible for securing the necessary bond(s).
- (d) Surety bonds furnished shall be in a standard format approved by the Airport Authority's Attorney. All surety bonds accepted shall be filed with the original documents of the associated project.
- (e) In the event a contractor fails to provide an acceptable bond when required, within ten (10) days after notification, the Airport Authority's Attorney will be notified. Upon the recommendation of the Attorney, the Executive Director may declare the contract null and void and retain any good faith deposits or guaranty which may have been submitted as liquidated damages.
- (f) At the discretion of the Executive Director, in lieu of a bid bond, a deposit in the form of a Certified Check, Cashier's Check, Treasurer's Check, on any national or state bank may be submitted. This deposit shall be in the same percentage amounts as the bond. (F.S. 255.051)
- (g) Any deposits shall be retained by the Airport Authority until the contract and all provisions have been satisfied. Cash Bid security deposits will not be accepted. Upon award of the Bid, the Executive Director or designee will be responsible for returning the Bid Bonds and other Bid security to the unsuccessful bidders within fifteen (15) working days. The Bidder will not be entitled to any interest earned by the Authority during the time the deposit is held by the Authority.

## **CHANGE ORDER PROCEDURES**

**Section 1.162 Description** - Change orders are used to append or remove specific services to an existing contract.

**Section 1.163      *Process*** - Change orders are submitted to the Executive Director with supporting documentation for approval. To assured funding eligibility the Executive Director shall obtain all required outside agency approvals prior to authorization of additional work. Prior to final approval as indicated by a fully executed change order, any work performed by a contractor or vendor will be considered at risk.

**Section 1.164      *Review Process*** - After reviewing the change order and documentation, the Executive Director will either:

- (a) Deny change order request and communicate to Project Manager the reason; or
- (b) Obtain Authority Approval prior to authorizing work in excess of twenty-five percent (25%) of the original contract price.
- (c) If required by Section 3.47 (b), the Airport Authority may accept or deny the Executive Director's recommendation pursuant to a specific Change Order.

**Section 1.165      *Change Order Approvals*** - The Executive Director shall sign any approved change order document.

**Section 1.166      *Distribution*** - Distribution of executed change order:

- (a) Original to Project Manager;
- (b) Copies to Outside Agencies, as required
- (c) Copy placed in applicable project file.

## **BID PROTESTS**

**Section 1.167      *Procedure*** - Any bidder opposed to an intended decision on any bid award must file with the Executive Director of the Airport Authority a written notice of intent to file a protest, not later than five business days (excluding Saturdays, Sundays and legal holidays) after the posting of the bid tabulation.

Following the filing of the Protest Notice, the bidder must submit a formal, written bid protest within five (5) workdays. The allotted time may be reduced if necessary, to protect the health, safety, and welfare, or other such interest of the Airport Authority, with due consideration given to the affected party. No changes or amendments to the formal written protest will be accepted after the five (5) workday expiration date. For consideration of the matter by the Authority, any formal written protest must include:

- (a) Bid Number and description as advertised;
- (b) Name and address of company/person filing the protest;
- (c) A statement of disputed material facts, rule, regulations, statutes and constitutional provisions entitling the affected party to relief;
- (d) A signed statement indicating the relief requested and/or any other information material to the protest.

**Section 1.168      Suspension of Process** - Upon receipt of the protest notice, the Executive Director will suspend the process or award of the bid until the protest is resolved unless circumstances require the award of the bid to protect the health, safety and welfare of the Airport Authority. The Executive Director in cooperation with the legal counsel will attempt to resolve the protest in a fair and equitable manner. In addition, a written decision shall be provided to the complainant. The complainant may appeal the decision within five (5) business days after receipt of the written decision.

**Section 1.169      Required Language** - All bid solicitations (information to bidders) shall contain the following statement:

“Any bidder affected adversely by an intended decision with respect to the award of any bid, shall file with the Airport Authority Executive Director a written notice of intent to protest not later than five (5) days (excluding Saturdays, Sundays and legal holidays) after the posting of the bid tabulation. Protest procedures may be obtained from the Airport Authority’s Administrative Policy, "Purchasing Section.”

## Article IV. Inventory Control & Surplus Property

**Section 1.170**     **Description of Section** - This Article details the process and limitations as they pertain to Inventory Control and Surplus Property of the Authority consistent with Florida Statutes, Chapter 274.

### **INVENTORY**

#### **Section 1.171**     **Inventory Requirements -**

- (a) The Authority herein recognizes items purchased in the amount of \$2,500 or more shall be identified as a fixed asset.
- (b) An Inventory Control report will list all fixed asset items and be maintained by the Authority to include:
  - (i) *Item Description*
  - (ii) *Custodian (Department);*
  - (iii) *Physical Location;*
  - (iv) *Cost (Acquisition);*
  - (v) *Date of Purchase.*
- (c) An annual review of the Inventory Control report is required. An “eyes-on” verification of all items listed on the Inventory Control report to update the following:
  - (i) *Item is usable & in-service;*
  - (ii) *Worn or Broken beyond economic repair;*
  - (iii) *Lost or stolen;*
  - (iv) *Obsolete;*
  - (v) *Surplus;*
  - (vi) *Location changes.*

## **SURPLUS PROPERTY DISPOSAL**

**Section 1.172**    **Purpose** - To establish a methodology for the orderly transfer and/or disposal of Tangible Personal Property.

**Section 1.173**    **Scope** - These procedures shall apply to all Authority owned Tangible Personal Property having an original purchase price of \$5000 or more.

**Section 1.174**    **Responsibility** - The disposition of surplus equipment and supplies valued at less than \$5,000 by transfer and/or sale is the responsibility of the Executive Director. Should Authority owned equipment or supplies exceeding \$5,000 be deemed to have no further useful purpose or value to the Authority, the disposal of said surplus property shall be approved by the Airport Authority as provided by the provisions of Section 125.38 and/or Chapter 274, Florida Statutes.

**Section 1.175**    **Surplus Property with a Value in Excess of \$5,000 -**

- (a) General: Each agency and/or department will monitor the equipment and supplies whose estimated value exceeds \$5,000 for continued need and usefulness and upon determination that the need for and/or usefulness of the equipment or supplies no longer exists, a department shall report and surrender the equipment or supplies to the Executive Director for disposal as surplus property.
- (b) Documentation: Each department will report its disposable stock, equipment or supplies, in writing, to the Executive Director with a full description, estimated value, condition and asset number if applicable.
- (c) The Fiscal Assistant shall properly record the deletion of any insurance covering the item and appropriate notation in the asset ledger. In addition, a copy goes to the Authority's CPA for same purpose.

## **DISPOSAL OF TANGIBLE PERSONAL PROPERTY**

**Section 1.176    General** - The Airport Authority, in accordance with Florida Statutes, may elect to dispose of those materials and equipment it has declared surplus to the Authority's needs. The "Tangible Property List" of surplus items will be prepared and distributed annually to:

- (a) All agencies, departments, Constitutional Officers and public units in St. Johns County.
- (b) All corporations or other organizations not for profit which may be organized for the purposes of promoting community interest and welfare in St. Johns County and which have made application for placement on the bid list to receive disposable property notification.
- (c) The Purchasing Coordinator shall annually publish an announcement informing not for profit corporations and organizations of the application process necessary for placement on the bid list for disposable property notification. Such public announcement shall be placed in a newspaper having general circulation in the St. Johns County area.
- (d) All governmental units and corporations or other organizations which may be organized for the purpose of promoting community interest and welfare, which are located outside of SASJCAA, but within the State of Florida, and which have completed the Authority's vendor application for placement on the Authority's bid list and have selected the category commodity for the receipt of disposable property notifications.
- (e) All agencies, departments, Constitutional Officers and agencies should review the "Tangible Property List" and notify the Executive Director within fifteen (15) calendar days of any requirement for the equipment and/or materials listed therein.

**Section 1.177    Priority of Disposal** - Periodically and after the transfer of all requested equipment and materials to other agencies have been processed, requests and recommendations will be presented to the Airport Authority by the Executive Director as to those items which should be identified as surplus and the best method of disposition available to maximize a return to the Authority.

- (a) Priority will be given to transfer requests received from Governmental Units and priority normally will be given to the first Agency requesting the material.
- (b) After processing transfers to other St. Johns County governmental units, requests received from not for profit agencies located in St. Johns County will be prioritized and handled on a first received basis.
- (c) Requests received from governmental units and not for profit agencies located outside of St. Johns County will be considered for transfer only after transfer requests received from any county agencies have been processed.

- (d) Written application for conveyance of property received from one of the agencies listed above. Application must state purpose for which the property would be utilized.

After receipt of all requests from the parties noted above, the Executive Director may then, if deemed applicable, offer the Tangible Property to governmental units outside the Authority.

**Section 1.178 Declaration Process** - The Authority shall determine that such property is required for such use and that such property is not needed for Authority purposes.

- (a) In accordance with Florida Statutes, Section 274.07, authority for the disposal of property shall be recorded in the minutes of the Airport Authority.
- (b) In accordance with Florida Statutes, Section 274.06, having consideration for the best interest of the Airport Authority, property that is obsolete or the continued use of which is uneconomical or inefficient, or which serves no useful function will be disposed of as follows:
  - (i) *Property that is without commercial value or the value of which is estimated to be less than \$100, may be donated, destroyed, or abandoned.*
  - (ii) *Property, the value of which is estimated to be between \$100 and \$750, shall be sold only to the highest responsible bidder after a request for at least three (3) bids or by public auction.*
  - (iii) *Property, the value of which is estimated to be \$750 or more shall be sold only to the highest responsible bidder, or by public auction.*
- (c) The Executive Director or designee shall place a notice in a local newspaper of general circulation within the Authority not less than one week or more than two weeks prior to sale. Notices published shall include:
  - (i) *Sale by Public Auction:* *Location of auction, time and date to be held and location where listing of items may be obtained.*
  - (ii) *Sale by Sealed Bid:* *Time, date and location of bid opening, general description of items, location for inspection of items and where bid blanks may be obtained.*
  - (iii) *Auctions shall be contracted out by the Authority.*
    - 1) Items shall be sold to the highest bidder, whether by public auction or sealed bid.
    - 2) All sales by public auction shall be final at time of sale. Sealed bid sales are final upon acceptance by the Airport Authority.

## **Article V. Records Management**

### **GENERAL**

**Section 1.179**     **Purpose** - The purpose of this Article is to affirm and facilitate the public's right to access Airport Authority records and to provide Airport Authority employees uniform operating procedures for processing public records requests.

**Section 1.180**     **Scope** - Applicable to all records custodians or contact persons who are responsible for processing public requests for information in the custody or control of the Airport Authority.

**Section 1.181**     **Statement** - The St. Augustine-St. Johns County Airport Authority operates in full compliance with all state and local provisions that govern the accessibility of information to the public.<sup>1</sup> The Airport Authority receives numerous requests for public records. While many requests are routine in nature, others require clarification or simultaneous review by various departments to determine administrative and legal sufficiency. The Airport Authority is mindful of confidentiality issues as well as the constitutional right of privacy afforded to individuals. Accordingly, the Airport Authority seeks to implement procedures that strike an appropriate balance between the objectives of effectively responding to public records requests and preserving individual privacy rights.

### **ACCESSING PUBLIC RECORDS**

**Section 1.182**     **Method of Request** - Requests may be made orally or in writing; either in person, by mail, via e-mail or over the telephone. Regardless of form, the request should contain a reasonable description of the desired records in order to expedite processing the request.

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<sup>1</sup> See Chapter 119, Florida Statutes; *see also* Chapter 286, Florida. Statutes.

**Section 1.183     Records Available for Inspection and Copying** - All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by the Airport Authority. See Fla. Stat. § 119.011(12).

**Section 1.184     Public Record Exemptions** - Certain information and categories of documents are not open to public inspection or disclosure. The following list includes some common examples of information and documents that should not be disclosed in response to a request for public records. <sup>2</sup>

- (a) Attorney-Client communications
- (b) Social Security numbers
- (c) Information related to pending litigation
- (d) Medial information
- (e) Sealed bids or proposals
- (f) Trade secrets
- (g) Census Bureau address information
- (h) Active criminal investigative information
- (i) Employee payroll deduction records
- (j) Names and addresses of Airport Authority retirees
- (k) Matters involving Airport Authority security

***When practical and when not otherwise completely exempt, any reasonable segregable portion of a public record shall be provided to the public after deletions of portions that are deemed exempt from disclosure have been redacted.***

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<sup>2</sup> General exemptions from the Public Records Act may be found in Section 119.071, Florida Statutes.

## **PRODUCTION OF PUBLIC RECORDS**

**Section 1.185    Public Records Representative** - The Executive Director shall designate from time to time at least two Public Records Representatives, one to work as a primary custodian and the other to work as an alternate custodian, (the "PRR"). The PRR will be responsible for responding to public records requests and, when appropriate, coordinating the response with other Airport Authority staff, including the Authority's legal counsel. The Public Records Representative(s) shall also, to the extent reasonably practicable, assist the public in making focused and effective requests for records and information.

**Section 1.186    Locating and Identifying Records** - The Airport Authority generally maintains a centralized record system, but individual employees may have custody of records and information relating to the responsibilities and work performed by that particular employee.

**Section 1.187    Form of Records Provided** - Records shall be made available in their original form or by a true and correct copy. Audio, photographic and computer data (or any such records) shall be replicas unless the Department determines that it is impractical to provide replicas.

- (a) Records shall be made available for review and inspection during regular Airport Authority business hours.
- (b) If a request for records seeks the production of records or documents not in existence at the time the request is made, the Airport Authority is not obligated to create the document in order to respond to the request.
- (c) The right to review, inspect and copy public records does not extend to a right to question Airport Authority employees regarding the meaning of the records.

**Section 1.188     Period of Time for Response** - Although there is no specific period of time in which to respond to a public records request, each request requires a reasonable response time. Therefore, upon receipt of a request for records, the PRR shall make the records promptly available to the requestor. In cases where the records are not readily identifiable or accessible, or additional time is needed to determine whether the request in whole or in part seeks copies of exempt/confidential records, the PRR shall have additional time to provide its determination.

In unusual circumstances, the Airport Authority may extend its time to respond. Should this occur, the Airport Authority will inform the requestor in writing within the initial response time period, setting forth the reasons for the extension, along with an estimated date of the Airport Authority's further response. Unusual circumstances permitting an extension of time include but are not limited to:

- (a) The need to search for and collect the requested records from facilities separate from the Airport Authority's centralized records;
- (b) The need to search for, collect and examine a voluminous amount of separate and distinct records;
- (c) The need for consultation with another department or another agency that has a substantial interest in the response to the request; and/or
- (d) The need to compile or extract data.

***If a public records request is denied in whole or in part, the denial shall be in writing and shall contain explicit reasons for denial of access to the subject records, as well as the names and titles of positions of each person responsible for the denial.***

**Section 1.189     Fees and Charges** - Photocopying fees for standard 8 x 10 pages are \$0.15 per one-sided copy, and \$0.20 per two-sided copy. Certified copies are \$1.00 per page. Other documents such as oversized maps, etc. are the actual cost of duplication. See §119.07(4)(a), Fla. Stat.

- (a) Reasonable Service Charge - A reasonable service charge may be assessed for requests that require: (1) extensive use of information technology resources; or (2) extensive clerical and/or supervisory assistance.
- (b) Extensive Searches - An “extensive” search is one that requires more than 15 minutes of time to locate, review, copy and re-file records through use of clerical, supervisory or information technology resources. See *Florida Institutional Legal Services, Inc. v. Florida Department of Corrections*, 579 So. 2d 267 (Fla. 1st DCA 1991), review denied, 592 So. 2d 680 (Fla. 1991) (holding that special charges were authorized by statute, and that the term extensive, which referred to more than 15 minutes worth of work, was used in a manner compatible with the intent and purpose of the statute).
- (c) Electronic Records Access - Requestors of electronic records shall pay for production costs, including the cost to construct the record and the cost of programming and computer services necessary to produce the copy if the request would require the production of a record that is otherwise only produced at regularly scheduled intervals, or the request would require data compilation, extraction or programming to produce the record.

**Section 1.190     Airport Authority Attorney** - If a question arises as to whether any record, or any portion of a record, is exempt from disclosure, the PRR shall consult with the Executive Director who together shall promptly seek advice from the Airport Authority’s legal counsel.

Requests that relate to pending/potential litigation shall be coordinated with the Airport Authority’s legal counsel. Questions about rules or regulations governing the disclosure of public records or about information that may not be subject to disclosure shall be promptly directed to the Airport Authority’s legal counsel.

**Section 1.191     Records Retention** - All records must be retained for a period of time that varies depending on the nature of the documents. Retention periods for public records may be found at:

[http://dlis.dos.state.fl.us/recordsmgmt/gen\\_records\\_schedules.cfm](http://dlis.dos.state.fl.us/recordsmgmt/gen_records_schedules.cfm).



**Section 1.192     Electronic Records** - E-mails that are transmitted or received by an Airport Authority employee or elected board member in connection with the transaction of official business of the Airport Authority are considered a public record and are subject to inspection and/or copying in accordance with Chapter 119, Florida Statutes, and are subject to applicable state retention laws and regulations, unless expressly exempted by law.

## **Article VI. Self-fuel Operations and Pricing**

**Section 1.193**     **Purpose** - This Article was developed to provide specific guidance in the establishment of the “Retail Price” to be charged to the users of the aviation self-fuel facility as owned and operated by the Northeast Florida Regional Airport.

### **Section 1.194**     **Retail Price Criteria** -

- (a) The “Retail Price” shall be the price indicated and charged at the time and place of sale to the public and shall be inclusive of all taxes, fuel flowage fees, fixed cost recovery, insurance, and all other fees and profit.
- (b) The “Retail Price” shall be established by the Executive Director which results in a minimum average profit margin of \$0.25 per gallon when viewed over the previous 12- month period.
- (c) Consideration may be given by the Executive Director in the establishment of the appropriate retail pricing to include the charges made for similarly delivered product within a 100 NM radius of Northeast Florida Regional Airport for the purpose of assuring competitive pricing as well as acceptable levels of sales volume are achieved.
- (d) The “Retail Price” shall be subject to adjustment as deemed appropriate by the Executive Director and when new, wholesale loads of fuel are received at the facility.

**Section 1.195**     **Bulk Fuel Pricing** - Any consideration for bulk fuel or quantity discounts shall be subject to ratification by the Airport Authority.

## Article VII. Airport Operations Area (AOA) Access Media

### GENERAL

**Section 1.196 Stated Purpose -** The purpose of this Article is to provide and communicate a uniform methodology for the issuance of Access Media in compliance with the requirements of Federal Aviation Administration Regulation Part 139 (FAR Part 139), Transportation Security Administration (TSA), State and Authority Regulations.

**Section 1.197 Span of Coverage -** This Article shall apply to all persons desiring or requiring access to the AOA. To assure that proper consideration is given to persons seeking access and a uniform methodology of qualification, the following sections must be addressed prior to the granting of Access Media to the AOA. This Article is not intended to govern the issuance of Access Media or Identification Media associated with Airline Terminal operations. The Airport Security Plan, as approved by the Department of Homeland Security and the Transportation Security Administration, exclusively governs the issuance of Airline Terminal operations media.

**Section 1.198 Responsibility -** The overall responsibility for the interpretation and implementation of the provisions of this section shall be vested with the Executive Director of the Airport Authority. The Executive Director shall delegate authority and responsibility as necessary to achieve compliance.

### IMPLEMENTATION

**Section 1.199 Qualification Criteria for Access Media -** Access Media will be made available to persons establishing a need for recurring entry into the fenced areas of airport property, as follows:

- (a) Individuals who have lawfully established leasehold or other personal property interest located within the airport perimeter shall ordinarily be considered to satisfy the requirements contained herein subject to the established guidelines and as otherwise provided by a lease and/or the lawfully adopted airport rules and regulations governing conduct on the airport.

- (b) Non-tenants of the airport shall be required to substantiate, to the satisfaction of the Executive Director, the need for unescorted access to airside airport areas and such issuance may be conditioned by limited access locations, period of use or other restriction deemed necessary.
- (c) Guest Badges may be issued to accommodate tenant-sponsored guests (ie. Family Members, Partner in Aircraft) provided that the tenant remains solely responsible for guest conduct of any and all sponsored guests. Guest Badges shall be limited to a maximum of two (2) per named lessee except where conditions warrant and to the satisfaction of the Executive Director.
- (d) SAAPA Access – Access Media issued solely for access to SAAPA sanctioned or sponsored events shall be subject to membership in SAAPA and limited to reasonable timeframes associated with actual events.

**Section 1.200      Application for AOA Access Media or Renewal** - The initial approval and subsequent renewal of all AOA Access Media is conditioned on the satisfactory completion and TSA approval of the following items prior to the issuance of AOA Access Media:

- (a) Completed AOA Access Media application and payment of the nonrefundable application fee of \$15; and
- (b) Provision of current documentation establishing legal identity (Driver's License, Social Security Card, US passport, Resident Alien Card); and
- (c) Successful completion of AOA training; and
- (d) Successful passage of a Security Threat Assessment (STA) by the TSA; and
- (e) Ongoing adherence to all Rules and Regulations pertaining to issuance and use of Access Media.

**Section 1.201      Conditions for AOA Access** - The continued privilege of AOA access shall at all times be subject to strict compliance with provisions contained in adopted Airport Rules and Regulations, Lease documents, other applicable policies, State, Federal rules or guidelines pertaining to the subject:

- (a) Access Media ownership shall remain that of the Airport Authority;
- (b) All Access Media will be retrieved and deactivated no later than once every two (2) years;
- (c) A minimum fee of \$50.00 will be assessed for lost/stolen or otherwise not returned Access Media;

- (d) All individuals will be required to review and update his or her biographical information, and;
- (e) Nothing herein shall be construed as granting vehicle or personal access privileges to areas not specifically approved by the Executive Director and approved for ground vehicle operations, including, but not limited to, all runways, taxiways or taxilanes, or any aircraft movement area.

**Section 1.202 Provisions for Suspension or Revocation** - The ability to access the AOA at Northeast Florida Regional Airport shall be in strict compliance with the requirements of FAR Part 139, TSA and other applicable sections of state and federal law. The issuance of Access Media shall amount to a revocable privilege granted to an individual on the basis of established need and the compliance with this Article.

- (a) Access Media Holders who facilitate or allow unauthorized use of assigned Access Media or fail to adhere to the associated lease provisions, established airport rules and regulations, state and/or federal rules or regulations governing airside access shall be subject to the following fines:

**AOA Violations**

1<sup>st</sup> offense – Written Warning and review of AOA requirements

2<sup>nd</sup> offense – AOA Retraining

3<sup>rd</sup> offense – Minimum \$100.00 fine if violation takes place within one year of the date of second offense

4<sup>th</sup> offense – Loss of Access Privileges and Termination of Lease Agreement

- (b) TSA Regulations permit the assessment of federal civil or criminal penalties in addition to those imposed by the Airport Authority. TSA decisions to assess fines rest solely with that Agency.
- (c) At the discretion of the Executive Director, violations that are the result of a formal complaint by other airport users, air traffic controllers, airport staff or other persons acting in an official capacity will be subject to the AOA violation process.

**Section 1.203**     **Appeal of Executive Director Actions** - An adversely affected person or entity of any final decision of the Executive Director, or his designee, may request to be heard as an agenda item before the Authority by submitting a Written Appeal Statement within thirty (30) days of the Executive Director's decision, as follows:

- (a) The Written Appeal Statement shall set forth the following: the background facts, issue in dispute or nature of the dispute, the decision of the Executive Director, the date of the Executive Director's decision, the relief requested, and the facts and circumstances warranting the relief requested and/or supporting a reversal of the Executive Director's decision. Every Written Appeal Statement shall include as attachments any and all documents (i.e., letters, contracts, etc.) related to the matter to be appealed.
- (a) Upon receipt of a completed Written Appeal Statement the Executive Director shall add the issue to the next reasonably available Authority regular meeting. Should any Written Appeal Statement be incomplete, the Executive Director shall notify the appellant in writing.
- (b) At a regular meeting of the Authority whereupon a Written Appeal Statement is an agenda item, the Authority shall first review the Written Appeal Statement and determine whether to hear the appeal. If there is no affirmative vote to hear the appeal, the appeal and Written Appeal Statement shall be deemed denied and the decision of the Executive Director shall stand. Should the Authority hear an appeal, the Authority shall retain all rights to grant or deny any appeal even after hearing further evidence or argument in support of the appeal.
- (c) A Written Appeal Statement shall not act as a stay of the Executive Director's decision under appeal.

**Section 1.204**     **Record Keeping** - The Executive Director or his designee shall be responsible for all record keeping necessitated by this section.

- (a) At a minimum, the records associated with the issuance of an Access Media shall include the following: Name, Current Address, Phone Number, Driver's License Number, and any other reasonably pertinent information. The unreasonable withholding of information by an applicant shall be considered adequate cause for denial of an Access Media.

## Article VIII. Meeting Room Use

**Section 1.01 Purpose** - The purpose of this Article is to communicate the terms and conditions ascribed by the St. Johns County Airport Authority (Authority) pertaining to a uniform operating procedure associated with use of Airport Meeting Rooms (AMR) by individuals and groups.

**Section 1.02 Scope** - This Article is intended to express the Authority position as it applies to the reservation, accommodation and use of all airport owned meeting rooms. Unless specifically provided herein, all non-Authority users and uses are subject to this section.

### Section 1.03 Meeting Rooms Available for Use -

#### Conference Center Building (4730 Casa Cola Way) -

Room "B"

occupancy not to Exceed 75 persons

**Section 1.04 Prioritization of Users** - The use of meeting rooms is herein established in the order identified below. However, once meeting confirmation is made and acknowledged by Airport Staff, said event is considered binding and may not be revoked without cause or voluntary withdrawal by the meeting organizer. It is clearly understood that Authority Use shall take precedence over all other users, regardless of confirmation of facility. Staff shall make every effort to avoid the necessity of previously confirmed meetings to avoid conflict when possible.

### Section 1.05 Order of Priority -

- (a) Official Airport Business - All types of Authority and Staff Uses.
- (b) Outside Governmental Uses - Uses by Local, State or Federal government agencies.
- (c) Aviation Groups - Not-for-profit organizations or groups whose primary purpose is related to aviation
- (d) Private Meeting Groups/Banquets/Receptions/Business Uses - Individuals, groups, businesses for private events or functions.

**Section 1.06      Reservation Process** - Requests for use of the AMR should be directed to the Airport Administration Office at 904-209-0090 and/or by completing the Reservation Request Form.

- (a) All proposed users are encouraged to submit requests as far in advance as possible to assure room availability. The Reservation Request Form must be signed by an authorized representative of the group, who shall attend the meeting and be responsible for the conduct of the meeting and for any damages to facilities.
- (b) Each request will be reviewed and the contact person will receive confirmation either by fax, email or by U.S. Mail. The meeting room will not be considered scheduled until confirmation is sent.
- (c) The AMR may not be reserved for use by groups or individuals that have abused or otherwise damaged the facility on prior uses, who are delinquent in any financial matter with the Airport, or have been identified as in violation of any regulations set forth under this section.
- (d) Other than Authority uses, a maximum of one scheduled meeting per month for not more than 12 months in advance may be confirmed by any one user. Accommodation of additional meetings will be at the sole discretion of the Authority and is subject to "space available" limitations.

**Section 1.07      Reservation Cancellation** - When necessary, confirmed meeting room users are encouraged to cancel reservations as far in advance as possible to facilitate other uses.

The Airport Authority reserves the right to cancel reservations for meeting rooms if the space is needed for Official Airport Business. Whenever possible, a minimum of twenty-four (24) notice will be given.

**Section 1.08      Regulations** - Groups and/or individuals desiring to use the AMR must abide by the following regulations.

- (a) All advertisements, announcements, press releases, flyers, etc. relating to meetings must clearly state the meeting is not sponsored by the Authority, its Staff or the Airport.
- (b) Neither the name nor the address of the Airport or Authority may be used as an official address or headquarters of any organization. No mail or shipments of materials will be accepted for organizations or individuals without prior arrangement. In addition, the St. Johns County Airport Authority's phone number shall not be used by any groups in meeting announcements.
- (c) The Authority requires that all groups hosting events will uphold high ethical standards without regard to race, color, religion, sex, age national origin or disability.

- (d) Neither the Authority nor its Staff shall assume responsibility for the property of individual(s), groups or organizations. At the end of each meeting, all property belonging to an organization, group and/or individual must be removed from the facility. No storage space is available.
- (e) Special equipment such as laptops, projectors, screens, supplies, and/or rental equipment used is the sole responsibility of the group or individual.
- (f) Public Internet Access is normally available through the Authority's wireless network. Instructions for using the network are available at the Administration office.
- (g) Other than private meeting groups using the AMR, all other priority use groups are not permitted to charge a registration or admission fee. Such groups may not as a condition of admittance require the purchase of any item or service. Membership dues and voluntary incidental donations (such as coffee money or the recovery of photocopy costs) may however be collected.
- (h) Groups shall not exceed the legal posted capacity of the AMR. It is the group's responsibility to monitor compliance with these regulations and to deny admittance to the room to people who would cause the group to exceed the posted capacity.
- (i) A group composed of minors (less than eighteen years of age) must have an adult chaperone attend the meeting at all times. A maximum ratio of 10 minors to one adult must be maintained at all times.
- (j) Groups or individuals may not tape, tack or fasten anything to the walls, ceiling or floor/carpet of the AMR. Exception is made for the attachment of items in rooms properly equipped with permanently mounted surfaces for said use. Any materials left affixed to any surface will be disposed of by the Authority and may subject user to a cleanup fee.
- (k) Any special table or seating arrangements shall be coordinated with the Authority Administration Office at the time of application. A fee may be assessed if a meeting room is not returned to its original condition immediately following a scheduled event.
- (l) Use of Authority telephone must be arranged in advance. Private phone calls or long-distance calls may not be made on Airport Authority's telephones without prior approval.
- (m) Please be considerate of others as to not disturb other meetings in progress, cell phone calls must be kept to a minimum in public areas.
- (n) The Authority reserves the right to limit or prohibit any use of the AMR that it determines may represent a threat to the health or safety of others or to the orderly use of the facility.
- (o) Beverages and food service may be permitted if prior approval is obtained. The user assumes all liability for damage and/or cleanup related to such approved use.

- (p) Smoking is prohibited in any airport building. Smoking is discouraged on all campus areas of the Airport. Outdoor smokers are responsible for all related material disposal in approved containers.
- (q) For and in consideration of the use of the AMR, the individual or group using the AMR hereby agrees to indemnify and hold harmless the Authority and Staff from any and all actions or suits relating to its use of such rooms and facilities. Further, the user agrees to reimburse the Authority for any and all costs for repair of any and all damage as may be caused directly or indirectly to the room, facilities or equipment by such use thereof. Refusal by any user to pay for the damage will result in referral to the Airport Authority Attorney for collection and/or legal action and will result in the loss of future use privileges.

**Section 1.09 Insurance Requirements** - All non-governmental users of Airport Meeting Rooms who desire to serve alcoholic beverages of any type are required to have general liquor liability insurance covering the scope of the event. A minimum aggregate coverage for all risks of one million (\$1,000,000) dollars is required. Coverage may be provided in one of two forms, as follows:

- (a) Special Event Coverage - required coverage may be provided as a single-event policy with the Airport Authority as a named or additional insured. This policy form will require that all aspects of the planned event held on airport property is covered, including any liability related to any planned consumption of alcoholic beverages by organizers or guests of the event.
- (b) Additional or Named Insured to Existing Business or Personal Policy - a certificate or coverage naming the Airport Authority as an additional or named insured may be substituted for Special Event Coverage as applicable to any non-governmental entity desiring to use airport meeting rooms. Coverage shall be deemed in effect for the period covered by the certificate provided by the meeting organizer.
- (c) A commitment to bind or other documentation is required to schedule events and a Certificate of Insurance naming the Airport Authority is required to be delivered to the Airport Administration Office not later than five (5) business days prior to any scheduled event.
- (d) Schedule of Fees - The Authority shall from time-to-time establish fees for the use of meeting rooms and/or equipment. Fees are applicable only to users classified under Section 1.05 (d) - Private Meeting Groups/Banquets/Receptions/Business Uses – Individuals, groups, businesses for private events or functions.

**Section 1.10** The Authority may also augment this section with additional information, rules, regulations, etc., for the purpose of ensuring compliance. Any additional guidance or fee structure implemented will be appended to this section.



- (a) All use fees require full-payment prior to the scheduled event. All damage fees are due within fourteen (14) days following notification of their assessment.
- (b) Meeting Room fees are subject to sales tax.
- (c) \$125.00 per event (first 3-hours) \$50/hr thereafter
- (d) Clean-Up Fee: \$100.00 Minimum Charge per Meeting applicable to Private Users Only.
- (e) Refundable Security Deposit Required – Equal to 150% of Total Anticipated Event Charges

**Section 1.11      Delegation of Administration** - The Authority herein designates the Executive Director with the implementation and administration of this Article. Details as to the actual implementation of this Article shall be at the discretion of the Executive Director.

**Section 1.12      Appeal to Authority** - To provide a uniform method of appeal for any aggrieved party relative to administrative decisions pursuant to this section, the following procedure is established:

- (a) An adversely affected person or entity of any final decision of the Executive Director, or his designee, may request to be heard as an agenda item before the Authority by submitting a Written Appeal Statement within thirty (30) days of the Executive Director's decision.
- (b) The Written Appeal Statement shall set forth the following: the background facts, issue in dispute or nature of the dispute, the decision of the Executive Director, the date of the Executive Director's decision, the relief requested, and the facts and circumstances warranting the relief requested and/or supporting a reversal of the Executive Director's decision. Every Written Appeal Statement shall include as attachments any and all documents (i.e., letters, contracts, etc.) related to the matter to be appealed.
- (c) Upon receipt of a completed Written Appeal Statement the Executive Director shall add the issue to the next reasonably available Authority regular meeting. Should any Written Appeal Statement be incomplete, the Executive Director shall notify the appellant in writing.
- (d) At a regular meeting of the Authority whereupon a Written Appeal Statement is an agenda item, the Authority shall first review the Written Appeal Statement and determine whether to hear the appeal. If there is no affirmative vote to hear the appeal, the appeal and Written Appeal Statement shall be deemed denied and the decision of the Executive Director shall stand. Should the Authority hear an appeal, the Authority shall retain all rights to grant or deny any appeal even after hearing further evidence or argument in support of the appeal.
- (e) At a regular meeting of the Authority whereupon a Written Appeal Statement is an agenda item, the Authority shall first review the Written Appeal Statement and determine whether to hear the appeal. If there is no affirmative vote to hear the appeal, the appeal and Written Appeal Statement shall be deemed denied and the decision of the Executive Director shall stand. Should the Authority hear an appeal, the Authority shall retain all rights to grant or deny any appeal even after hearing further evidence or argument in support of the appeal.



## AIRPORT MEETING ROOM RESERVATION REQUEST

Name of Event: \_\_\_\_\_

Name of Responsible Organization or Individual: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Event Date: \_\_\_\_\_ Event Time: \_\_\_\_\_

Start Time – End Time

Meeting Room Requested:

Expected attendance at this event: \_\_\_\_\_ Refreshments being served: \_\_\_\_ Yes \_\_\_\_ No

Tables & Chairs \_\_\_\_ Yes \_\_\_\_ No If so, how many of each: \_\_\_\_ Table \_\_\_\_ Chairs

Do you require setup assistance from the Airport: \_\_\_\_ Yes \_\_\_\_ No If yes, please detail: \_\_\_\_\_

Does your event require Airside Access: \_\_\_\_ Yes \_\_\_\_ No (If yes, attached detailed security plan.)

Fee: \$ \_\_\_\_\_ Deposit: \$ \_\_\_\_\_

### Reservation Cancellation

When necessary, confirmed meeting room users are encouraged to cancel reservations as far in advance as possible to facilitate other uses. **The Airport Authority reserves the right to cancel reservations for meeting rooms if the space is needed for Official Airport Business.** Whenever possible, a minimum of twenty-four (24) notice will be given.

### ACKNOWLEDGEMENT:

*The undersigned agrees to protect, defend, reimburse, indemnify and hold harmless the Airport Authority, its agents, employees and officers and each of them, free and harmless at all times from and against any and all claims, liability, expense, loss, cost, fine, and damages (including reasonable attorneys fees) and causes of action of every kind and character to the fullest extent allowed by law by reason of any damage to property or the environment, including any contamination of Airport property, or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, or any other person whomsoever, arising out of or incident to any acts, omissions or operations related to the use of the Airport Authority's room(s) and other areas, and the undersigned expressly recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant.*

*The undersigned acknowledges that the facility is located on property where an active airport is operated and there may be vibrations, noise or other airport related interruptions, intrusions, and hazards.*

*I hereby acknowledge and certify that the information provided is a true representation of the size, scope and activities planned for my event and that I understand and agree to the policy and regulations pertaining to this event promulgated by the Airport Authority.*

\_\_\_\_\_  
Signature of Authorized Individual or Event Sponsor

\_\_\_\_\_  
Date

Office Use Only \_\_\_\_ Approved \_\_\_\_ Denied By: \_\_\_\_\_

\_\_\_\_\_  
SJCAA Date

## **Article IX. Personnel**

**Section 1.01      *Adoption*** - This "Personnel Article" governs the employees of the St. Augustine - St. Johns County Airport Authority. By its adoption, this document and its subsequent revisions, officially cancels and otherwise revokes any previous personnel document(s).

**Section 1.02      *Establishment of the Airport*** - The Northeast Florida Regional Airport is Owned and Operated by the St. Augustine - St. Johns County Airport Authority on behalf of the citizens of St. Johns County Florida. The St. Augustine - St. Johns County Airport Authority is located at 4796 US Highway 1, North, St. Augustine, Florida 32095.

**Section 1.03      *Scope*** - This Article covers all employees of St. Augustine - St. Johns County Airport Authority who are not covered or become covered by a collective bargaining agreement.

### **Section 1.04      *Definitions* -**

**Adjustment Period Status Employee** - Employee currently serving an adjustment period of service.

**Adjustment Period** - That period of time beginning with a person's promotion, or disciplinary demotion and ending one hundred eighty (180) days thereafter. At the discretion of the Executive Director, the adjustment period can be extended an additional ninety (90) day period.

**Anniversary Date** - As applicable, the date of employment, promotion, or the date of an employee's last merit pay increase as may be provided for elsewhere in these Personnel Policies and Guidelines.

**Applicant List** - A list of persons who have been identified as meeting the minimum qualifications for a position through applicant screening to include application review, personal interview, or testing as deemed appropriate.

**Authority** - St. Augustine - St. Johns County Airport Authority or Executive Director, who have been given the authority to appoint the employees that, shall hold some or all positions under their supervision.

**Catastrophic illness, accident or injury** – A condition of combination of conditions affecting the mental or physical health of an employee that requires the service of a licensed practitioner for a prolonged period of time and that requires the employee to exhaust all accrued leave and to lose compensation from the St. Augustine – St. Johns County Airport Authority.

**Demotion** - The change of an employee from one job classification to another job classification for which the maximum step is lower, or the change of an employee from his present pay rate to a lower pay rate in the same grade.

**Employee in a Non-Pay Status** - Any employee who is not receiving his regular salary from the St. Augustine – St. Johns County Airport Authority.

**Employment Benefits** – Benefits provided by the Authority are dependent on individual categories of employment. Please refer to the Benefit Overview for current offerings.

**Employment Categories:**

\* Temporary Part Time - Employment by the Authority in a position which has scheduled work week less than forty (40) hours and with an expected duration of less than six (6) months.

\* Part Time - Employment by the Authority in a position which has scheduled work week less than forty (40) hours and with an expected duration in excess of six (6) months.

\* Full Time - Employment by the Authority in a position that has an expected work week of forty (40) hours with a duration of more than six (6) months and is not classified temporary or part-time.

**Exempt Employee** - Those employees who are designated as exempt from the Fair Labor Standards Act (FLSA) for overtime compensation.

**Grievance** - Any employee discontent or dissatisfaction concerning the following employment areas: (a) Any violation of the Personnel Policies (b) Any established departmental rule.

**Immediate Family** - An Employee's spouse, brother, sister, parents, children, stepchildren, stepparent, grandparent, father-in-law or mother-in-law shall be considered immediate family.

**Job Classification** - A group of duties and responsibilities assigned by function requiring the full-time or part-time employment of one person. Each such job classification shall have a job title, a job description, and pay grade.

**Job Description** - A written description of the essential characteristics of a job classification and the factors and work requirements that distinguish it from other job classifications. The job description shall outline the nature of work involved, illustrative tasks performed, knowledge, abilities, and skills needed, and the minimum experience, training, education and qualifications for the job classifications.

**Job Evaluation** - The orderly and systematic arrangement of the individual positions and duties into classes of the work based upon common factors, similarity in the levels of work responsibility and difficulty, and the nature of the work performed.

**Job Title** - A job description shall be the definite, descriptive designation or a job classification.

**Layoff** - The dismissal from employment because of shortage of work or funds, or because of changes in organization.

**Hourly Service** - All personnel accept those serving in a job classification that is specifically declared by the Authority to be non-exempt.

**Merit Pay Increase** - An increase in the salary of an employee by the advancement of such persons to a higher pay rate within the same pay grade as set forth in the pay schedule.

**Overtime Pay** - Cash payments for overtime work made in accordance with provisions of this section.



**Pay Grade** - A salary range with a minimum and maximum pay bracket established to fairly and competitively compensate an employee for the work assigned him under his specific job classification.

**Pay Grade Change** - An increase or decrease in the pay grade established for a specific job classification, such changes being made for the purpose of insuring that a fair, equitable, and competitive pay grade is currently in effect.

**Pay Plan** - A formal schedule of pay for all classes of work. The schedule shall set forth as to each class the beginning rates, the maximum, and such intermediate rates of pay as may be necessary to provide for internal values of work between classes and fairly reflect external or prevailing rates of pay on similar or like kinds of work. In addition, the Pay Plan shall reflect the economic conditions of the area, the Authority's ability to pay, and difficulties experienced in recruitment.

**Pay Rates** - Those rates of pay, from minimum to maximum, within each pay grade.

**Position** - An approved budgeted personnel allocation.

**Position Reclassification** - The change of job classification due to a permanent change in or an increase or decrease in the assigned duties and responsibilities of the position, or to correct inequities created by the reclassification of other positions.

**Promotion** - The change of an employee, from one job classification to another job classification, for which the maximum pay rate is higher.

**Standards of Performance** - A written description of acceptable levels of performance for any particular position.

**Standby Assignment** - An assignment made by the Executive Director which shall require an Hourly Service employee to be available for emergency work, in addition to employee's regular work week, on nights, weekends and holidays, or at any other required time.

**Standby Pay** - Payment to an Hourly Service employee for standby assignment services.

**Supervisor** - An individual with the authority to assign, direct, and review work of two or more subordinates.

**Suspension** - The separation without pay of an employee for a temporary or fixed period of time.

**Transfer** - The change of an employee from one position to another position in the same job classification, or, in connection with the change in job classification, the change of an employee from one unit of the Authority to another unit.

**Section 1.05      Code of Employer-Employee Relations** - It is the intent of the Authority to communicate to all employees the fundamental principles and mutual rights and obligations comprising the relationship of employment between the Authority and its personnel.

- (a) In its continuing effort to implement fair and effective personnel policies, guidelines and practices, the Authority intends:
  - (i) *To employ people on the basis of their qualifications and with the assurance of equal opportunity and treatment regardless of race, religion, color, sex, age, national origin, (or) handicap, marital status or citizenship status as set forth in Florida Statutes, Chapter 760.01.*
  - (ii) *To provide compensation and employee benefits, which bear a fair and reasonable relationship to the work, performed;*
  - (iii) *To establish reasonable hours of work;*
  - (iv) *To maintain safe and healthful working conditions;*
  - (v) *To place employees in the kind of work best suited to their abilities;*
  - (vi) *To provide systematic training for those whose needs, capabilities, and desires warrant such training;*
  - (vii) *To welcome constructive suggestions that relate to methods, procedures, working conditions, and the nature of the work performed;*
  - (viii) *To establish procedures for employees to discuss freely any matter of interest or concern with their immediate Supervisors or the Executive Director; and*
- (b) The Authority expects all employees:
  - (i) *To give a productive day's work to the best of their abilities and skills;*
  - (ii) *To arrive at their work assignments and begin work on time;*
  - (iii) *To demonstrate a considerate, friendly, and constructive attitude toward fellow employees, the public; and*
  - (iv) *To read and adhere to the Policies and Guidelines adopted by the Authority.*

(c) The Authority retains the right to exercise customary managerial functions including the right:

- (i) To dismiss, assign, supervise, and discipline employees;*
- (ii) To determine and change starting times, quitting times, and shifts;*
- (iii) To transfer employees within job areas or into other job areas and other classifications;*
- (iv) To determine and change the size of and qualifications of the work force;*
- (v) To establish and change its policies, guidelines, practices, rules, and regulations;*
- (vi) To determine and change methods by which its operations are to be carried out;*
- (vii) To assign duties to employees in accordance with the Authority's needs and requirements and to carry out all ordinary administrative functions; and*
- (viii) To designate special hours and work rules, which may be in conflict with these policies, and to issue guidelines for persons performing critical job functions such as, Emergency Services or a job that directly affects public health and safety.*

**Section 1.06      *Appropriate Conduct*** - As an employee of the Authority, you are expected to accept certain responsibilities, adhere to acceptable business principles in matters of personal conduct, and exhibit a high degree of personal integrity at all times. This not only involves sincere respect for the rights and feelings of others but also demands that both in your business and in your personal life you refrain from any behavior that might be harmful to you, your co-workers, and or the Authority, or that might be viewed unfavorably by current employees or by the public. Whether you are on or off duty, your conduct reflects on the Authority. You are, consequently, encouraged to observe the highest standards of professionalism at all times. Listed below are some of the rules and regulations of the Authority. This list should not be viewed as being all-inclusive. Types of behavior and conduct that the Authority considers inappropriate and which could lead to disciplinary action up to and including termination of employment without prior warning, at the discretion of the Authority, include, but are not limited to, the following:

- (a) Falsifying Employment or other Authority records, including time records and travel expenses. Underperforming so as to create a call back situation shall also constitute the falsification of time records.

- (b) Violating Authority's nondiscrimination and/or sexual harassment section.
- (c) Establishing a pattern of excessive absenteeism or tardiness.
- (d) Engaging in excessive, unnecessary, or unauthorized use of Authority supplies or other property particularly for personal purposes.
- (e) Reporting to work intoxicated or under the influence of non-prescribed drugs.
- (f) Illegally manufacturing, possessing, using, selling, distributing, or transporting drugs.
- (g) Bringing or using alcoholic beverages on Authority property or using alcoholic beverages while engaged in Authority business.
- (h) Fighting or using obscene, abusive, or threatening language or gestures while on the job.
- (i) Stealing property from coworkers, customers or the Authority.
- (j) Having unauthorized firearms on Authority premises or while on Authority business.
- (k) Disregarding safety or security regulations while on the job or on Authority property.
- (l) Engaging in insubordination.
- (m) Conviction of a criminal offense, particularly a felony, a crime of dishonesty or a crime of moral turpitude.
- (n) Issuing or conducting a press release or otherwise speaking to the media or public as an official representative of the Authority when you have not been previously authorized to do so by the Authority.
- (o) Publishing orally or in writing any untruthful or misleading information about the Authority.

**Section 1.07      Executive Director** - It is the intent of the Authority that the Executive Director serves the staff and service function responsible for personnel. The Authority shall do the selection and employment of the Executive Director. Included among the responsibilities of the Executive Director related to personnel, are the following:

- (a) Formulating general personnel policies, and guidelines including staffing and organizational planning;
- (b) Development and implementation of all policies and guidelines relating to equal employment opportunity;
- (c) Recruiting, interviewing, testing, selection, placement, and orientation of new employees;

- (d) Coordinating the transfer, promotion, and termination of employees;
- (e) Developing and conducting training and management development programs;
- (f) Wage and salary administration of employee benefit plans and programs, and disclosure of information concerning benefits to employees;
- (g) Implementing the disciplinary and grievance procedures;
- (h) Maintaining a safe and healthful work environment for all employees;
- (i) Maintaining personnel records and evaluating personnel programs and policies.

**Section 1.08      Employment Procedures** - It is the intent of the Authority to provide a uniform and logical step-by-step process for filling employment vacancies, and to eliminate unnecessary or unauthorized hiring and prevent any discrimination or nepotism in employment practices.

- (a) Employment Positions - The Authority through the annual budget process, approves all positions of employment.
- (b) Recruitment - The Authority will make every effort to select the best and most qualified applicants for job openings in keeping with its Equal Opportunity section. When appropriate and practical, job openings will be advertised.
- (c) Job Posting - The Authority believes in promoting employees from within and, when appropriate, will give all regular or regular part-time employees an opportunity to apply for positions in which they are interested. Postings generally include the title, the salary range, the minimum hiring specifications, the essential functions of the job, and the closing date for filing applications. Positions are normally posted for five (5) workdays. The Executive Director may in appropriate instances appoint or promote individuals to vacancies without posting the position if he/she deems it to be in the best interest of the Authority.
- (d) Eligibility - To be eligible to apply for a posted position, the employee must meet the minimum hiring specifications for the position, be capable of performing the essential functions of the job, with or without a reasonable accommodation, be an employee in good standing in terms of overall work record, and have been in his/her current position for a minimum of six (6) months. An employee is not required to notify his/her supervisor when submitting an application for a posted position. However, if once a finalist for the position, the supervisor will be notified prior to the completion of the application process for, among other things, a recommendation.
- (e) Hiring Procedure - All applicants will be required to fill out a standard application form supplied by the Authority. After reviewing the applications the Executive Director should select a "best qualified" list for interviewing and may schedule the interview appointments.

- (i) *In making the selection for the "best qualified" list, discrimination against any person because of age, race, color, sex, national origin, religion, handicap, marital status or citizenship status (any other non-merit factor) is strictly prohibited as set forth in Florida Statutes, Chapter 760.01.*
- (ii) *The purpose of the interview is to narrow down the applicants to select the best qualified applicant for the position.*
- (iii) *After the "best qualified" list has been established, the Executive Director may be responsible for performing background investigation for each applicant on the list.*
- (iv) *All information acquired by the Executive Director will be made available to the proposed supervisor, who will assist in the final selection for employment. It is again emphasized that discrimination because of any non-job related factor is prohibited, and could result in disciplinary action against anyone responsible for such discrimination.*
- (v) *Notification - Notification of selection may be done by the Executive Director, including instructions as to when to report for processing, and scheduling of any required physical exam prior to employment.*
- (vi) *The final processing of the applicant must be accomplished, including a physical examination and personnel records.*
- (f) Veterans Preference - The Authority offers Veterans' Preference, pursuant to Florida State Statute 295, to those individuals who are eligible to receive preference. Documentation substantiating a veteran's claim must be furnished at the time of application. Employment preference, interview and selection guidelines will be adhered to in accordance with the Veterans' Preference provisions of Florida law when hiring eligible candidates.
- (g) Employment of Relatives - The Authority restricts the employment of relatives in accordance with the provisions of Florida Statutes 116.111 and other applicable Florida Statutes. The Authority permits the employment of qualified relatives of existing Authority employees as long as such employment does not, in the opinion of the Authority, create actual or perceived conflicts of interest. For purposes of this article, "relative" is a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, or corresponding in-law or "step" relation. The Authority will exercise sound business judgment in the placement of related employees in accordance with the following guidelines:
  - (i) *Individuals who are related by blood or marriage are permitted to work in the same department provided no direct reporting or supervisory/management relationship exists. That is, no employee is permitted to work within the "chain of command" of a relative such that the other relative could influence one relative's work responsibilities, salary, or career progress.*
  - (ii) *No relatives are permitted to work in the same department or in any other positions in which the Authority believes an inherent conflict of interest may exist.*

- (iii) *Employees who marry while employed are treated in accordance with these guidelines. That is, if, in the opinion of the Authority, a conflict or apparent conflict arises as a result of the marriage, one of the employees will be transferred at the earliest practical time. In addition, the Authority recognizes that at times, employees and their “close friends,” “domestic partners,” or “significant others” may be assigned to positions that create a coworker or supervisor-subordinate relationship. The Authority will, in its discretion, exercise sound judgment with respect to the placement of employees in these situations in order to avoid the creation of a conflict or the appearance of a conflict of interest, avoid favoritism or the appearance of favoritism, and decrease the likelihood of harassment in the workplace.*
- (iv) *This article applies to all categories of employment at the Authority, including regular, temporary, and part-time classifications.*

**Section 1.09      Equal Opportunity Employment** - It is the intent of the Authority to provide equal opportunity employment to all employees and applicants for employment. No person shall be discriminated against in employment because of race, religion, color, sex, age, national origin, (or) handicap, marital status or citizenship status as set forth in Florida Statutes, Chapter 760.01.

- (a) This section applies to all terms, conditions, and privileges of employment including hiring, adjustment period training, placement and employee development, promotion, transfer, compensation, benefits, educational assistance, layoff and recall, social and recreation programs, termination, and retirement.
- (b) The Authority if required by law, will establish a written affirmative action program. The results of the program are to be reviewed annually, and the program modified as necessary to achieve stated objectives.
- (c) The Executive Director is responsible for formulating, implementing, coordinating, and monitoring all efforts in the area of equal employment opportunity.
- (d) Any communication from an applicant for employment, an employee, a government agency, or an attorney concerning any equal employment opportunity matter shall be referred to the Executive Director.
- (e) While overall responsibilities for implementing this Article, it is assigned to the Executive Director, an effective equal employment opportunity program cannot be achieved without the support of supervisory personnel at all levels. Supervisors should understand that their work performance is being evaluated on the basis of their equal employment efforts and results.

**Section 1.10**      **New Employee Orientation Program** - During the first month of employment, every new employee will participate in an orientation program conducted by the Administration Office. During this mandatory training, each employee will receive important information regarding Authority policies and benefit programs, and other information necessary to acquaint the employee with his/her job and the Authority.

**Section 1.11**      **Adjustment Period** - It is the intent of the Authority that all employees transferred or promoted to a new job shall serve an adjustment period of one hundred eighty (180) days. Upon successful completion of the adjustment period the employee will be given regular status. The Authority may waive the adjustment period for certain Exempt Employees.

- (a) During the adjustment period, the employee's job performance shall be carefully observed by his supervisor. Weaknesses in the performance or attitude shall be brought to the employee's attention in a manner appropriate for understanding and self-correction.
- (b) After one hundred eighty (180) days the supervisor shall prepare a written evaluation of the employee's job performance. The evaluation should include a recommendation as to granting the employee regular status. If appropriate, a copy of the evaluation shall be forwarded to the Executive Director for inclusion in the employee's personnel file.
- (c) The Executive Director may grant regular status to the employee at any time after the one hundred eighty (180) day adjustment period if the employee's job performance is satisfactory. A transferred employee may be granted an extension of thirty (30) to ninety (90) days of the adjustment period if there is need for additional time to achieve satisfactory job performance.
- (d) The adjustment period may be extended by the number of days the employee is absent from scheduled work while in an adjustment status.
- (e) Employees whose job performance is deemed by their supervisors to be unsatisfactory after reasonable efforts have been made to improve their performance may be terminated at any time prior to completion of the adjustment period. A written evaluation shall be prepared by their supervisors along with a statement of actions taken to assist the employees in adjusting to their jobs. Copies of these evaluations shall be forwarded to the Executive Director. Terminated employees have no rights of appeal.
- (f) Transferred or promoted employees who are unable to perform satisfactorily on their new jobs during or at the end of their adjustment period shall be returned to their original jobs if that job is available.

- (g) During their adjustment period shall not be eligible to use paid time off or other employee benefits unless they have completed hundred-eighty (180) calendar days of continuous employment; although they will continue to accrue time for these benefits.
- (h) An employee will be granted regular status only after the period of adjustment has been satisfactorily completed.

**Section 1.12 Employee Supervision** - It is the intent of the Authority that the work of all employees shall be assigned, directed, and reviewed by supervisory personnel. Each employee will ordinarily have only one supervisor to whom they are responsible.

- (a) The supervisor is the link between management and non-management employees. He communicates to the employees under his supervision the goals and policies of management, and he communicates to management the attitudes, suggestions, and complaints of employees.
- (b) Effective supervision depends primarily on the ability of supervisors to get employees to do what they want them to do - with enthusiasm. Successful supervisors frequently utilize supervisory techniques, such as the following:
  - (i) *They treat their employees as individuals;*
  - (ii) *They give recognition for good performances as well as correcting mistakes;*
  - (iii) *When changes are necessary, they explain in advance and ask for suggestions;*
  - (iv) *They recommend good employees for promotion even if it means losing them from their own division;*
  - (v) *They show their integrity by admitting mistakes instead of shifting the blame to others;*
  - (vi) *They are impartial and let their employees know the reasons for any decisions that might be interpreted as unfair;*
  - (vii) *They communicate a desire for good performance by setting performance goals and standards for their employees; and*
  - (viii) *They develop a feeling of teamwork among their employees.*
- (c) It is the responsibility of each supervisor to ensure that the goals regarding work output established by management are achieved, and that this section are implemented. Included in the latter category of responsibilities are the following:
  - (i) *Training employees in specific job duties and recommending special training.*

- (ii) Keeping employees fully informed on all factors relating to their work assignments, work progress, and opportunities for advancement;*
- (iii) Evaluating the performance of adjustment period employees, regular employees, and employees who are being terminated;*
- (iv) Recommending salary adjustments, promotions, transfers, and termination of employees;*
- (v) Scheduling paid time offs, lunch and rest breaks;*
- (vi) Approving meal allowances and reimbursement of employee expenses;*
- (vii) Controlling absenteeism and tardiness, and approving requests for time off;*
- (viii) Verifying employee time sheets and requesting overtime when necessary;*
- (ix) Recommending the hiring of additional personnel or the elimination of any job;*
- (x) Protecting the safety and health of employees and reporting injuries of employees;*
- (xi) Maintaining neat and orderly work areas;*
- (xii) Implementing suggestion, disciplinary, and problem review procedures;*
- (xiii) Ensuring that employees observe all rules and regulations.*

**Section 1.13      Personnel Files** - The Administration Office maintains the official personnel files for each employee. These files contain documentation regarding all aspects of the employee's tenure with the Authority; such as performance appraisals, disciplinary actions, and letters of commendation. An employee may review his/her own personnel file at any time by contacting the Administration Office to schedule a time for review. To maintain up-to-date files, the Administration Office must be notified of any changes to employee personal information including: name, telephone number, home address, marital status, beneficiaries, and individual to notify in case of an emergency.

**Section 1.14      Attendance and Leave Records** - Each department is required to keep an accurate record of all hours worked by each employee, as well as a complete and accurate record of all authorized approved leave. Attendance and leave records shall include, but not be limited to, attendance on official duty, paid time off earned, used and accrued; overtime work, any cash payments for overtime; any other leaves of absence with or without pay. The ultimate responsibility for the accuracy and proper maintenance of all attendance and leave records rests with each department. Falsification of leave records by an employee will result in disciplinary action up to and including dismissal.

**Section 1.15      Classification of Employment** - For purposes of salary administration, eligibility for overtime payments and employee benefits, the Authority classifies as follows:

- (a) **Introductory Status:** It is the intention of the Authority that everyone who is selected to work for the Authority will meet the requirements of the job assigned. Therefore, all new employees must complete a six (6) month probationary period. This provides the Executive Director an opportunity to make an appraisal of the employee's abilities and progress. An introductory status employee must complete this six (6) month period and achieve a "satisfactory" on his/her Employee Performance Evaluation to be considered for regular status. Employees who are terminated during the introductory period do not have the right of appeal or right to grieve under the provisions of a collective bargaining agreement. Benefits accrue during this period but paid time off may not be taken until completion of the introductory period. The introductory status may be extended at the request of the Supervisor.
- (b) **Regular Status:** Once an employee has completed the introductory period, he/she becomes a regular employee.
- (c) **Part-Time Status:** Part-time employees are employed to work less than forty (40) hours per week.
- (d) **Temporary Status:** Temporary employees are those employed for a specific period of time but may not exceed six (6) continuous months of employment. Temporary employees receive no benefits.
- (e) **Non-Exempt Status:** Non-exempt employees are required to be paid overtime at the rate of one-half their regular rate of pay for all hours worked beyond forty (40) hours in a workweek. This is in accordance with applicable federal wage and hour laws.

- (f) Exempt Status: Exempt employees who are not required to be paid overtime, in accordance with applicable federal wage and hour laws, for work performed beyond forty (40) hours in a workweek. Executives, professional employees and certain employees in administrative positions are typically exempt. The determination of exemption or non-exemption status of an employee is determined by the guidelines of the Fair Labor Standards Act and as authorized by the Executive Director.
- (g) Contract Status: The positions of Executive Director and General Counsel [Contracted Employees] shall be governed by their individual employment contracts. The contracts shall be referred to for any employment issues that shall arise. If at any time the Authority amends the Personnel Article to provide additional benefits for any classification of employees that are greater than those provided in the Executive Director's contract, the benefits for the contract employee would be amended accordingly (this does not apply to the General Counsel's Contract).

**Section 1.16**      **Hours of Work** - A workweek for regular, full-time Authority employees is forty (40) hours during a given seven-day period. Because of varying requirements placed upon each department, there is no single standard workday or workweek applicable to all Authority departments.

**Section 1.17**      **Overtime** - An employee who is classified as a non-exempt employee will receive compensation for approved overtime work at one and one-half times the regular hourly rate for all hours worked over forty (40). All overtime must be approved in advance by the Department Head and has been sufficiently budgeted. The Authority does provide for the use of Compensatory Time within a pay period in lieu of paying overtime. Use of compensatory time within a pay period shall be coordinated with an employee's supervisor and is subject to approval by the supervisor as determined in the best overall interest of department. A supervisor may compel the application of overtime in lieu of granting compensatory time off. Accurate documentation is required relative to any accumulation or use of compensatory time within a pay period. The Authority does not allow Compensatory Time beyond a pay period in lieu of paying overtime.

**Section 1.18**      **Holidays** - The observance of National Holidays allows employee observance and/or participation in community events designed to honor a specific event or national culture. The Airport Authority will observe the following Holidays:

New Year's Day  
Martin Luther King Day  
President's Day

Memorial Day  
Independence Day  
Labor Day  
Veterans' Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Eve  
Christmas Day

Holidays falling on a Sunday will be observed on the following Monday. Holidays falling on a Saturday will be observed on the preceding Friday. Any other Holidays for which an employee desires time off will require utilization of accrued paid time off or unpaid leave and requires pre-approval of the Executive Director. Employee absences immediately prior or post to an observed Holiday without prior leave approval will result in forfeiture of Holiday related pay and benefits.

**Section 1.19**      **Holiday Work** - Full-time, non-exempt employees will be paid regular pay for all hours worked on an Authority observed Holiday in addition to receiving regular eight (8) hours as Holiday pay. Employees who normally work less than a forty (40) hour work not be paid Holiday pay. Paid time off (PTO) hours do not count as hours worked in calculating the workweek.

**Section 1.20**      **On-Call** - Employees may receive additional compensation for maintaining his/her availability during off-duty hours to perform emergency or critical work the minimum two (2) hour call out pay shall be deemed as compensation for maintain employee availability. The Department Head will define the job titles eligible for on-call pay and will decide which employees will be assigned to take calls and receive additional compensation.

- (a) Exempt employees, under the Fair Labor Standards Act, will not be eligible to receive on-call pay unless approved in advance by the Executive Director and requested by the Department Head.
- (b) An on-call employee who is called back to work outside his/her normal work schedule shall be paid for the time worked or a minimum of two (2) hours, whichever is greater. Overtime compensation is applicable only when total hours worked exceed the regular work schedule.
- (c) In the event a call back occurs on a holiday, the Authority may consider giving the employee additional merit compensation or make other adjustment in work schedule in excess of the minimum set forth in 9.20 above.

**Section 1.21      Lunch Hours and Breaks** - Each Supervisor may allow employees one work break during the first half of the work shift and one work break during the second half of the work shift. No single work break may exceed fifteen (15) minutes absence from the employee's workstation. Employees cannot accumulate unused work breaks. Work break time is not authorized for covering an employee's late arrival on duty or early departure from duty. Breaks may not be added to an employee's lunch hour.

**Section 1.22      Regular Pay** - It is the intent of the Authority to pay employees within the funds available in an equitable manner while complying with all applied laws and regulations.

(a) Regular Pay (non-exempt employees) -

- (i) *Regular pay is received for scheduled hours worked when an employee actually works those hours.*
- (ii) *The general rate of pay will be projected and recommended by the Executive Director and approved by the Authority during its annual budgeting process unless another time is chosen.*
- (iii) *The scheduling of work is the responsibility of the supervisor in the area in which the employee works. No employee is guaranteed any fixed amount of hours per workweek.*

(b) Merit pay increases shall not be automatic but shall be granted by the Executive Director, based upon standards of performance as indicated by performance ratings and other pertinent data.

(c) Merit increases may occur as follows:

- (i) *The Executive Director may grant merit increases based on the employee's exceptional performance or the unusual employment conditions that make such action necessary.*
- (ii) *As specified by the Authority.*

**Section 1.23      Time Sheets and Records** - A record shall be kept of all hours worked by an employee for each pay period. Time sheets must record any leave time an employee has utilized during that pay period. Time cards are provided by all supervisory staff for the purpose of tracking work hours for which payroll is to be generated. Time Cards or Sheets must be turned in to Supervisory Staff at the completion of each pay period. Supervisors are responsible for assuring that all completed time cards are turned in to the Administration Office not later than 9:00AM on the Monday immediately following the close of a Pay Period.

Falsification of a time record is a breach of Authority policy and is a ground for disciplinary action including discharge.

**Section 1.24      Pay – Electronic Deposit** - Electronic deposits will be prepared using the information contained on the employee completed time card/sheet. Any and all applicable taxes and other items that are required to be lawfully withheld from payroll will be accomplished and identified on the payroll deposit slip or stub.

**Section 1.25      Family and Medical Leave** – Regular, full-time employees of the Authority who have worked for the Authority for at least twelve (12) months and have at least one thousand two hundred fifty (1,250) hours of service during that time may be entitled to a total of twelve (12) weeks of leave during any twelve (12) month period when leave is taken for one or more of the following circumstances:

- (a) The birth of a son or daughter of an employee and to care for the child.
- (b) The placement of a son or daughter with an employee for adoption or foster care;
- (c) To care for the spouse, son, daughter, or parent of an employee, if the family member has a serious health condition, or
- (d) The employee is unable to perform the functions of the position because of the employee's own serious health condition.

A "serious health condition" is an illness, injury, impairment, or physical or mental condition that involves inpatient care at a hospital, hospice, or residential medical care facility; or continuing treatment by a health care provider.

In the case of the birth or placement of a child for adoption or foster care, the employee's entitlement to leave expires at the end of the twelve (12) month period beginning on the date of the birth or placement.

When both spouses/parents work for the Authority, their total leave in any twelve (12) month period is limited to twelve (12) weeks if leave is taken for the birth or adoption of a child; or to care for a sick parent.

- (a) Intermittent or Reduced Scheduled Leave - When medically necessary, intermittent or reduced schedule leave can be taken in cases of a serious health condition, either an employee's own or that of a family member. Intermittent or reduced leave schedule is not available for the birth or placement of a son or daughter. Employees seeking intermittent or reduced schedule leave based on planned medical treatment are required to produce medical certification outlining the dates on which treatment is expected and the duration of the treatment. Employees are also required to give the Authority thirty (30) days notice or as much notice as is practicable of their intentions. In the event an employee requests intermittent or reduced schedule leave due to a family member's or the employee's own serious health condition, the employee may be transferred by the Authority to a temporary alternative job for which the employee is qualified and which better accommodates the Authority's needs and that of the employee.
- (b) Notice - A minimum of thirty (30) days advance notice of an employee's intent to take leave is required when it is foreseeable because of: (1) the expected birth of a baby. (2) The expected placement of a child for adoption or foster care; (3) planned medical treatment for a son, daughter, spouse, or parent with a serious health condition; or (4) planned medical treatment in case of the employee's own serious health condition.

If leave has to begin in less than thirty (30) days as a result of one of the above-referenced circumstances, the employee still must provide the Authority, through its Administration Office, with advance notice as is practicable.

Notice must be provided in writing to the Administration Office. When notice is not given in these circumstances, the employee will be considered to have taken, "unauthorized leave" and subject to appropriate disciplinary action.

- (c) Certification - When leave is requested based on a family member's or employee's own serious health condition, the employee must provide, in writing, a medical certification of the condition and the need for leave from the employee's health care provider within fifteen (15) calendar days of the request for leave.

This certification must contain: (1) The date the serious health condition began; (2) The probable duration of the condition; (3) The appropriate medical facts regarding the condition which are within the knowledge of the health care provider; (4) Where leave is based on care of a spouse, child or parent, a statement that the employee is needed to provide the care and an estimate of the amount of time that the need will continue; (5) Where leave is based on the employee's own serious health condition, a statement that the employee is unable to perform the functions of his/her job; and (6) Where intermittent or reduced leave is sought for planned medical treatment, a declaration from the health care provider stating that this kind of leave is medically necessary, the dates that treatment is expected to be given and the duration of the treatment.

This certification will be treated as a confidential medical record and information will be disclosed only on a strictly need-to-know basis, unless otherwise required by Florida Law.

- (d) Re-Certification - An employee who has taken leave because of a serious health condition or that of a family member is required by the Authority to obtain subsequent written re-certification of the medical condition every five (5) weeks during the duration of the condition. The Authority also requires employees on leave under this provision to report periodically, in writing, at least every two (2) weeks on his/her status and the intention of the employee to return to work. Failure of the employee on leave to report periodically on his/her status may subject the employee to discipline for unexcused absences.
- (e) Use of Paid Leave - Accrued paid time off may be used for the employee's own serious health condition.

While the employee is out on Family Medical Leave he/she will continue accruing paid leave as long as the employee is using paid leave. If an employee uses all paid leave and remains unable to return to work then the remainder of the FMLA leave will be unpaid. During the period of unpaid leave, the employee will not continue to accrue paid leave.

- (f) Restored Employment - Eligible employees who comply with all provisions of this Article and who return from family and medical leave have the right to return to the job position that they held when they went on leave, or they may be placed, in the discretion of the Authority, in an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. While on leave, eligible employees will retain all accrued benefits.

Restored employees, eligible employees returning from family and medical leave, are not entitled to accrue seniority or employment benefits during any period of leave. Restored employees are not entitled to any right, benefit or position of employment other than any to which they would have been entitled had they not taken the leave.

As a condition to restoring an employee whose leave was based on the employee's own serious health condition, each returning employee is required to provide, in writing, to the Administration Office a certification from the employee's health provider stating that the employee is able to resume work.

- (g) Confidentiality - All medical information relating to an employee's condition will be maintained in confidence by the Administration Office, and will be divulged only to physicians who have been designated to diagnose or treat the disease or to the employee's supervisor if there is a risk of transmission of the disease. Any other disclosure will be made only with the employee's consent.

## Section 1.26      **Military Service Leave -**

- (a) Eligibility of Short-Term Military Leave - Short-term military leave will be granted to employees in accordance with this section and Chapter 115 of the Florida Statutes. Employees are eligible for Short-term military leave when they are commissioned reserve officers or reserve enlisted personnel in the United States Military or Naval Services or members of National Guard.
- (b) Use of Short-term Military Leave - Eligible employees will be granted leave, when serving as reserve officers or enlisted personnel in the United States military or naval services or members of the National Guard, when ordered to engage in training under the provisions of the United States military or naval training regulations, when assigned to active or inactive duty AND/OR when serving in the volunteer forces of the United States, or in the National Guard of the State, or in the regular Army or Navy of the United States, when the same shall be called into active service of the United States during war between the United States and a foreign government. Short-term military leave will not exceed seventeen (17) working days in an annual period. The seventeen (17) working day maximum shall be calculated for employees as follows: forty (40) hours-a-week employees will be granted seventeen (17) working days, whether eight (8) hour days or ten (10) hour days.
- (c) Payment of Short-term Military Leave - Employees that have been granted leave of absence through the use of short-term military leave may elect to use accrued paid time off. The employee shall not be subject to the loss of paid time off benefits, efficiency ratings, promotional status, and retirement privileges for their leave period.
- (d) Request for Short-term Military Leave - Request for short-term military leave shall be submitted in writing on the "Leave Request Form" to the employees' supervisor, with approval by the Executive Director. The request must have proper documentation attached for approval. Request shall be submitted for approval at least fourteen (14) days prior to the requested day or as soon as possible. Any request for military leave beyond seventeen (17) days in an annual period should refer to the section regarding long-term military leave.
- (e) Eligibility of Long-term Military Leave - Long-term military leave will be granted to employees in accordance with this section and Chapter 115 of the Florida Statutes. Employees are eligible for long-term military leave when they are assigned (drafted, volunteered, ordered) to active military service/duty in connection with the United States Reserve Forces or the National Guard. Employees shall be granted long-term military leave, without pay, for any period extending beyond granted short-term military leave (Section I.D. of Leave of Absence Policy).
- (f) Request for Long-term Military Leave - Request for long-term military leave shall be submitted in writing on the "Leave Request Form" to the employee's supervisor, with the approval of the Executive Director. The request must have proper documentation attached for approval. Request should be submitted for approval as soon as possible.

- (g) Benefits while on Long-term Military Leave - Employees granted long-term military leave shall be paid all Monies due the employee, including unused leave balances, at separation of leaving employment for active military service/duty. Group life, health, and dental insurance coverage, may be continued while on approved long-term military leave, provided that premiums for coverage of the employee and any employee dependents are paid and kept current by the employee. Employees will not earn paid time off while on long-term military leave.
- (h) Return to Regular Employment - Upon separation from military service/duty, the employee must request reinstatement, in writing to supervisor or department manager, within thirty (30) calendar days of official military separation date.
- (i) *The Authority may require the employee to submit to a physical examination to determine the fitness to perform the duties of the position that the employee is returning.*
- (ii) *Employee will be reinstated at the rate of salary that they would have received, including all adjustments (exclusive of merit increase) that the employee would have received if they had remained in continuous service.*
- (iii) *Employee will be entitled to be reinstated to the position that they held prior to military leave or a comparable position at the same rate of salary.*
- (iv) *If the position left by the employee has been reclassified or renamed during the period of long-term military leave, the employee shall be entitled to reinstatement in the reclassified/renamed position.*
- (v) *If employee is not capable of satisfactorily performing the required duties of their prior position, they will be entitled to, by reinstatement, a position as comparable as possible in rate of salary and duties of the one the employee left.*
- (vi) *If the employee volunteers for an additional tour of military duty or decides to re-enlist voluntarily, they shall forfeit reinstatement rights, as provided within this section.*
- (vii) *Employee will earn and accrue paid time off at the rate that the employee would have been earning leave if they had remained continuously in the employment of the Authority upon returning to employment.*

**Section 1.27**      **Leave of Absence** - Except for leave taken by eligible employees under the Family and Medical Leave Section, leave of absence is any authorized extended absence from work without pay for a period not to exceed six (6) calendar months, provided the Authority deems such leave to be justified and not detrimental to the operation of the employee's department. The time during which an employee is on such leave without pay in excess of five (5) working days during any pay period will not count toward eligibility for merit salary advancements, and an employee will not be granted salary increases of any type when on leave of absence without pay. Furthermore, an employee who has been placed on a leave of absence without pay and is therefore in non-pay status at the close of business on the day before a holiday is not eligible to receive payment for such holiday (which occurs while the employee is on such leave). Employees on unpaid leave will not be entitled to continue to accrue paid leave benefits, including employees that are receiving income replacement such as short-term disability, long-term disability or worker's compensation. Personal leave of absence is intended to be used for health, education, or extenuating and/or extraordinary personal reasons.

Employees on a leave of absence without pay must notify the Administration Office and his/her immediate supervisor of his/her intention to return to work at least seven (7) days prior to their return date. Failure to return from leave of absence before its expiration date or acceptance of other employment during a leave of absence shall be considered a voluntary separation of employment from the Authority. Upon return from leave, all reasonable efforts will be made to place the employee in his/her former job, consistent with Authority needs.

- (a) Eligibility for Personal Leave - Regular employees, having satisfactorily completed their initial one hundred eighty (180) day probationary period, may be granted personal leave without pay. Personal leave may be granted for a period not exceeding six (6) months, provided that the Executive Director deems such leave to be justified and not detrimental to the operations of the department. In exceptional cases such leave may be extended beyond six (6) months upon approval of the Executive Director and the Authority. Personal leave is intended to be used for health, education, pregnancy or extenuating and/or extraordinary personal reasons.
- (b) Request for Personal Leave - Request for personal leave, without pay, shall be submitted in writing on the "Leave Request Form" to the employee's supervisor, and the approval of the Executive Director. Prior to requesting personal leave for medical reasons, the employee must utilize any/all accrued paid time off. Prior to requesting personal leave for personal reasons other than medical, employee must utilize any/all accrued paid time off.

- (c) Benefits while on Personal Leave - Group life, health, and dental insurance coverage, for both the employee and dependents, may continue while on approved personal leave, provided that the premiums for coverage (both employee and dependents) are paid and kept current by the employee subject to the limitations of the applicable insurance policies. The employee, through the Airport Administration Office, must make retainment of insurance benefits. Employees will not earn paid time off while on personal leave without pay.
- (d) Return to Regular Employment - Employees granted personal leave shall contact their supervisor or department manager two (2) weeks prior to the expiration of granted personal leave in order to facilitate the reinstatement process. Employees that do not contact their supervisor or the Executive Director and do not return to work upon the expiration of granted personal leave will be considered absent without leave. Absence without leave for three (3) consecutive workdays is considered that the employee has resigned and will be handled as such. Absence without leave for less than three (3) days can be grounds for disciplinary action, in accordance with this section. Employees returning from personal leave shall be reinstated at the same salary rate of start of leave.
- (e) In every case, the Authority will make a reasonable effort to return the employee to their former position or a similar position in the same classification in another department. If no opening exists, the employee will be placed on a reinstatement eligible list. Any unused leave balances will be retained by the employee and reinstated upon return of employee.
- (f) Natural Disasters - When a geographical area is affected by a natural disaster, the Executive Director will determine whether the existing conditions constitute an emergency, which warrants the closing of Authority offices affected. In cases where the Executive Director determines that the closing of specific Authority departments is warranted, all employees directly affected are granted administrative leave. Employees may be assigned to other duties or departments as needed during an emergency situation.

**Section 1.28**      **Paid time off (PTO)** - Paid time off with pay shall be granted to regular full-time employees. The amount of paid time off to which an employee is entitled depends on the status of the employee, and on length of service of the employee.

(a) Exempt & Non-Exempt, Full-Time, Regular Employees:

- (i) *An employee's entitlement to earned PTO is based on the employee's anniversary month. Non-exempt, full-time, regular employees are eligible and will follow this schedule:*
  - 1) During the first three (3) months of continuous service, an employee will not accrue any paid time off.

- 2) After completing three (3) months of continuous service, an employee will begin to accrue at a rate of 8.88 hours per month. This is equivalent to ten (10) days per year.
- 3) Beginning in the second year through the fifth year, employees accrue at a rate of 10.00 hours per month. This is equivalent to fifteen (15) days per year.
- 4) Beginning in the sixth year of service, employees accrue at a rate of 13.33 hours per month. This is equivalent to twenty (20) days per year.
- 5) Beginning in the tenth year of service, employees accrue at a rate of 16.66 hours per month. This is equivalent to twenty-five (25) days per year.
- 6) Paid time off (PTO) is earned and is provided for use in the year accrued without prejudice as to an employee's ability to carry forward unused hours consistent with Paragraph 7(a) "Maximum Hour Accumulation" schedule below. Unpaid leave will not be granted until all PTO has been used. PTO is not counted toward hours worked in calculating any one pay period.
- 7) Unused PTO can be carried forward into the next calendar year as long as it does not exceed the accrual maximum guidelines below. Once employees reach the maximum PTO accrual on the books they stop accruing vested PTO until which time as they fall below the Accrual Maximum Guidelines, as follows:

*a) Accrual Maximum Guidelines*

***Continuous Employment Duration and Maximum Hour Accrual-***

- i) Less than 3 years – 120 hours
- ii) 4 – 6 years – 180 hours
- iii) 7 - 10 years – 220 hours
- iv) 11 -14 years - 260 hours
- v) 15 or more years - 300 hours

*(ii) Scheduling:*

- 1) PTO may be requested at any time throughout the year.
- 2) PTO may be taken by separate weeks or by separate days.
- 3) The minimum amount of PTO that employees can take is in two (2) hour increments.

- 4) Requests for PTO that are five (5) days or longer need to be submitted to an employee's supervisor on an Authority approved leave request form at least two (2) weeks in advance. Approval is at the discretion of your supervisor. Factors such as your attendance record (including previously granted time off), performance record and length of service may be considered.
- 5) Requests for non-illness related PTO of less than five (5) days need to be submitted to their supervisor at least three (3) days in advance. This section may be waived for leave related to illness where advance notice is impractical provided that no pattern of abuse of leave exists.
- 6) PTO request need to be submitted to the immediate supervisor. Approval is at the Authority's sole discretion and must be granted prior to the actual time off.
- 7) Preference in the selection of PTO dates is determined on a first requested, first approved basis. However, factors such as previous attendance record, previous performance record and length of service may be considered.
- 8) It is understood that in certain situations such as personal illness, scheduling is not possible. However, in such cases, employees are expected to follow the call in procedures established Attendance section. Such absences are automatically deducted from PTO balances.
- 9) PTO must be recorded properly on time records to insure proper payment.

*(iii) Other Guidelines:*

- 1) Employees may not take more PTO than the amount that is accrued. Such time off, if granted, is considered unpaid personal time off (i.e. no negative balances are allowed).
- 2) Since the Authority believes it is important for eligible employees to take time off, pay in lieu of PTO is not permitted (unless an employee's PTO is delayed or canceled at the Authority's request).
- 3) Employees received their unused accrued PTO upon termination.
- 4) If a holiday falls during an employee's PTO period, the employee will not have to use PTO for that day. You will receive holiday pay. It is important to correctly note this on your leave request.

- 5) The Authority shall also provide ten (10) hours of excused, unpaid time off per year to all regular, full-time employees for participation in their child's school activities, regardless of the number of children. Children must be in grades kindergarten through twelve. The employee must give his/her supervisor a minimum of forty-eight (48) hours' notice prior to the time off and must provide written verification from the school upon return to work. The employee may elect to use PTO in lieu of unpaid time off.
- 6) An Employee may transfer unused accrued PTO to another full-time employee for their use provided such need is the result of a catastrophic illness, accident or injury with the following stipulations:
  - a) Recipient has exhausted all PTO available to them;
  - b) Donor and Recipient acknowledge that the transfer is that of hours and not monetary value and that the donation of hours has no monetary implications to either party;
  - c) Executive Director approval is required of all proposed transfers of PTO.

## **Section 1.29      Worker's Compensation Leave -**

- (a) Eligibility for Worker's Compensation Leave - All employees under the Authority, whether full-time, part-time, regular, temporary or seasonal, are eligible to receive workers' compensation in accordance with the laws of the State of Florida.
- (b) Workers' Compensation provides payment of medical expenses to employees that are injured while on the job or performing related functions on Authority time; and further provides wage compensation to employees with work related injuries that are unable to return to work. Employee compensation is provided at a rate of 66 2/3% of employee's salary.
- (c) An employee may utilize accrued paid time off balances to supplement workers' compensation payments (of 66 2/3% of employees' salary) up to 33 1/3% of employees' rate of pay. In no instance shall this combination exceed 100% of the employee's regular base rate.
- (d) Reporting Workers' Compensation Injury - An employee should report a work related illness, injury, or disability to their immediate supervisor or department manager as soon as possible; although an employee has thirty (30) days after occurrence to report an injury as a workers' compensation claim.

Under the Authority's current workers' compensation section, the Authority pays the wages, at 100%, of an injured employee for the first seven (7) days or the first workweek, before workers' compensation insurance becomes effective. If an employee's claim exceeds seven (7) days, including Saturday and Sunday, workers' compensation insurance becomes effective and payments of wage compensation will be paid directly to the employee by the Authority's insurance carrier/administrator.

Reporting of all workers' compensation illnesses, injuries, or disabilities should be coordinated as follows: Injured Employee to Supervisor to Executive Director and in accordance with established insurance policies and procedures.

**Section 1.30      Department Work Practices** - It is the intent of the Authority to authorize the Executive Director to establish work rules, hours, schedules and other practices to meet the requirements of their individual work assignments.

- (a) Nothing established or authorized within the framework of this guideline shall conflict with any policy within this manual.
- (b) All work rules, hours, the Executive Director will first approve schedule and other practices developed and unique to a particular department.
- (c) All approved work rules; hours, schedules and other practices will be in writing, and communicated to employees prior to their implementation and/or revision.

**Section 1.31      Solicitation** - Employees, salespeople, canvassers and other persons not employed by the Authority are prohibited from conducting business, solicitation or soliciting contributions or memberships during the employee's work time or in the work area without permission from the Executive Director. Non-employees are likewise prohibited from distributing material or soliciting employees on Authority premises at any time.

- (a) Employees are permitted to engage in solicitations or distributions of literature for any group or organization, including charitable organizations, only in accordance with the following restrictions.
  - (i) *The sale of merchandise is prohibited in Authority premises.*
  - (ii) *Solicitation and distribution of literature are prohibited during the working time of either the employee making the solicitation or distribution, or the targeted employee. The term "working time" does not include an employee's authorized lunch or rest periods or other time when the employee is not required to be working.*
  - (iii) *Distribution of literature is prohibited in work areas at all times.*

(iv) *The distribution of literature in such a manner as to cause litter on Authority property is prohibited.*

(v) *Off-duty employees are not allowed to return to the Authority premises until their next scheduled work time except as a member of the public being served by the Authority.*

(b) This section does not prohibit distribution of literature during employee's breaks or in areas not designated as part of the employees' work area.

**Section 1.32**      **Visitors** - Some departments and some jobs, due to their location and confidential nature, result in their being impractical for tours and visitation. There should be no personal visitors or calls except in cases of emergency or as approved by the Executive Director. Visitation to any area should be minimal unless it is directly related to job performance or obtaining job information.

**Section 1.33**      **Smoking** - It is the intent of the Authority to regulate the smoking of tobacco products in facilities operated and maintained by the Authority, in compliance with the Florida Clean Indoor Air Act (FCIAA) Florida Statutes Sections 386.201 – 386.2125. This Act creates and protects areas that are free from the hazards of tobacco smoke. To maintain a safe and comfortable working environment and to ensure compliance with applicable laws, smoking in Authority buildings or Authority vehicles is not permitted. Smoking is permitted during normal break times and in designated areas only.

(a) The Florida Clean Indoor Air Act (FCIAA) provides minimum specific requirements for the in-house regulations of smoking in all government buildings and facilities.

(b) The Act is applicable to all Authority owned, operated, maintained, leased, or otherwise controlled facilities.

(c) Smoking is expressly prohibited in public use areas such as: waiting rooms, lobbies, lounges, rest rooms, elevators, hallways, offices or any other area commonly used by the public.

(d) This section is meant to protect the health, comfort, and environment of the employees and of the general public using Authority facilities.

(e) The Executive Director, at his discretion, may or may not designate a smoking area, where permitted, under the guidelines of FCIAA.

- (f) Designated smoking areas must be atmospherically segregated from non-smoking areas. Constantly occupied, multiple-user, enclosed indoor areas shall not be designate as smoking areas regardless of the wishes of the occupants. Designated smoking areas must not be areas where non-smokers are regularly required to visit for work or break purposes.
- (g) No-smoking signs shall be posted as required by this section. The Act provides substantial penalties against the person in charge of a public area who does not comply with the Act.

**Section 1.34      Postings of Notices, Flyers, and Advertisements -** Bulletin boards are located throughout our facilities in order to ensure that employees have access to posted information. Bulletin boards are used to communicate official Authority information on equal employment opportunity, wages and hours, health and safety, and other issues. These bulletin boards are for the posting of official information and notices only, and only persons designated by the Executive Director may place notices on or take down material from the bulletin boards.

**Section 1.35      Personal Business -** Employees should only conduct official Authority business during his/her work hours. Personal business should not be conducted at work nor should Authority property or equipment be used for personal business.

**Section 1.36      Political Activities -** It is the intent of the Authority to adhere to section 104.31, Florida Statutes concerning elections.

- (a) No person holding a position in the organization shall take any active part in a political campaign while on duty or within any period of time during which such employee is expected to perform services for which compensation is received from the Authority.
- (b) The prohibition against employees taking any active part in any political campaigns shall include but is not limited to circulation of or seeking signatures to any petition provided for by any primary or election law, or acting as a worker at the polls, or distributing badges, colors or indicating favoring or opposing a candidate for election or nomination to a federal, state, county or municipal public office during duty hours or while on Authority property.
- (c) Nothing contained in this section should be deemed to prohibit any employee from expressing his opinion on any candidate or issue, or from participating in any political campaign during his off-duty hours so long as such activities are not in conflict with the provisions of Section 104.31, Florida Statutes, (Election Code). Any person violating the provisions of this section may be dismissed from the organization.

- (d) In accordance with the Florida Statute 104.34, (Election Code), no officer or employee of the Authority may directly or indirectly coerce or attempt to coerce, command or advise any office or employee to contribute anything of value or political purpose, or in any way interfere with the personal rights of said officer or employee.
- (e) Employees whose principle employment is in connection with activity that financed in whole or in part by loans or grants made by the United States or a Federal Agency are subject to the provisions of the Hatch Act.

**Section 1.37      Public Relations** - It is the intent of the Authority to provide members of the public with the best possible service. Employees are expected to treat members of the public in a courteous, respectful manner at all time.

- (a) Employees should always remember that members of the public come first and are entitled to the same thoughtful treatment that the employee would like to receive. Members of the public are not to be treated in a condescending or impolite manner and should never be kept waiting an unreasonable amount of time.
- (b) When a member of the public approaches an employee with a question or complaint, the employee will give the matter his immediate attention. If a member of the public becomes abusive or argumentative and the employee cannot properly handle the situation, the member of the public should be referred to the employee's supervisor.
- (c) Employees should be particularly careful to exercise courtesy and thoughtfulness in using the telephone. The following procedures are to be followed:
- (d) When answering the telephone, give the name of the department and the identity of the speaker;
- (e) If the person with whom the caller wishes to speak is on another line, ask the caller if he desires to be placed on hold;
- (f) If a caller has been placed on hold, offer to have the call returned if the person with whom he wishes to speak is not available within a reasonable time;
- (g) When a caller leaves a name, number, or message, make sure it is recorded correctly and given to the appropriate individual; and
- (h) When using the telephone, all employees should when possible take and place their own calls.

**Section 1.38      Personal Appearance and Grooming** - All employees represent the Authority to the general public. Each employee therefore is expected to take pride in his/her personal appearance. Although different work environments and specific work assignments vary, employees are expected to meet appropriate standards as enforced by each department head. Employees should dress in appropriate attire and behave in a professional manner. Radical departures from conventional dress or personal grooming are not permitted, regardless of the nature of the job performed.

- (a) The dress and grooming of workers who do not work in an office shall be governed by the requirements of safety and comfort. For example loose fitting, employees who work with machinery should not wear baggy clothing.
- (b) If an employee reports for work improperly dressed or groomed, the supervisor shall instruct the employee to return home to change clothes or to take other appropriate corrective action. The employee will not be compensated during such time away from work, and repeated violations of this Guideline will be cause for disciplinary action.

**Section 1.39      Employee Performance Evaluations** - It is the intent of the Authority that employee's supervisor shall evaluate the job performance of each employee periodically.

- (a) Written employee evaluations will be prepared annually, by the department head or supervisor. Employee evaluations are used for, but not limited to, the following: (1) To discuss the performance of an employee, as well as training needs and improvements expected. (2) To recognize the employee's potential for promotion. (3) To determine the employee's eligibility for merit salary advancements. (4) As a basis for taking disciplinary action against the employee. (5) To determine employee satisfaction, work efficiency, and training needs.
- (b) Content - The performance appraisal consists of a written evaluation of the employee's job performance, the supervisor's comments and recommendations, an action plan for both the employee and supervisor, and performance goals for the next evaluation period. Information derived from the performance appraisal will be used to identify the training needs of the employee and to determine the employee's eligibility for merit salary increases, promotion, and transfer.
- (c) Employee evaluations may be completed upon the following occasions:
  - i) *After the first ninety (90) days of employment;*
  - ii) *During the months of August and September prior to the beginning of the fiscal year;*

- iii) *At the time an employee is placed on probation, and when the employee is removed from probation;*
- iv) *At the time of the employee's termination.*
- v) *When the employee is transferred or promoted to a new job;*
- vi) *When the employee is assigned to a new supervisor;*
- vii) *When the supervisor feels it necessary.*

(d) **Required Procedures** - Except in the case of the adjustment period or termination, if a performance appraisal has been completed on the employee within one (1) month prior to one of the above occasions, a new appraisal need not be completed. Supervisors are encouraged to keep informal records of significant events concerning the job performance of individuals under their supervision. The job performance of each employee shall be evaluated on the basis of the experience and training of the employee, the job description, and the attainment of previously set objectives and goals. Supervisors will be rated on their ability to handle performance appraisals and should make every effort to avoid the following common errors that can distort the evaluation process:

- i) *Basing the evaluation on the employee's most recent behavior, instead of evaluating the whole performance period;*
- ii) *Allowing irrelevant or non-job related factors such as physical appearance, social standing, or personal habits to influence the evaluation;*
- iii) *Failing to include unfavorable comments on the evaluation, even though justified.*
- iv) *Rating all subordinates at about the same point on the scale, usually about the middle;*
- v) *Allowing one characteristic of the employee or aspect of his job performance to distort the rest of the rating process; and*
- vi) *Permitting personal feelings to bias the evaluation process.*

Each written evaluation by the supervisor shall be reviewed and signed by the Executive Director to help assure objectivity and fairness.

(e) All performance evaluations will be prepared by the employee's immediate supervisor and reviewed by a higher-level supervisor. The immediate supervisor's final evaluation may be changed by a higher level supervisor; if the reviewing supervisor believes the rating is unsubstantiated and in need of revision. Every Employee Performance Evaluation will include a statement stating that the employee does or does not support the Airport Operating Manual and related policies and guidelines.

- (f) After the employee's evaluation rating has been finalized at all levels, the results of the performance evaluation rating are discussed with the employee who is furnished with a copy of the completed rating. The employee must sign this copy, which shall be placed in his/her personnel file. If the employee refuses to sign the performance evaluation, the evaluation will be placed in the employee's personnel file with the notation on the performance evaluation to that effect. A copy of the evaluation with such notation will be furnished to the employee upon request.
- (g) Supervisors are responsible for evaluating employees within one (1) month of notice by the Administration Office. Supervisors who fail to evaluate their employees in this timely manner will not be eligible for performance evaluations or possible merit increases or advancement.

**Section 1.40      *Outside Employment*** - Accepting employment or self-employment during off duty hours in addition to Authority work is not encouraged, but is not prohibited. The employee's Authority job is primary and the outside job may not interfere or conflict with Authority work and interest. Outside employment by regular full-time employees must be approved by the Executive Director. If an employee plans to seek outside employment, please contact the Administration Office for the appropriate forms necessary for this request.

- (a) Full-time Authority employees are not encouraged, but not restricted, from engaging in non-Authority employment during off-duty hours. However, no Authority employee may engage in outside employment or enterprise that is in conflict with his duties, functions, and responsibilities as an Authority employee; or that is in conflict with the interest of the Authority.
- (b) Employees wishing to engage in outside employment must submit a written request, which states the type of employment and hours involved, to their supervisors for approval or disapproval. A copy of the approved or disapproved request will be placed in the employee's personnel file. Applicants must submit to the same procedure prior to employment.
- (c) Any request approved by the Authority may be canceled or terminated by the Authority for just cause upon giving ten (10) working days written notice to the employee.
- (d) Any employee engaged in outside employment will make arrangements with the outside employer to be relieved from his outside duties if and when called for an emergency service by the Authority.

- (e) Worker's Compensation is effective only when an employee is on official duty during working hours or an authorized overtime. Any employee who engages in outside employment is ineligible to receive paid time off and accident benefit payments under the Authority's Worker's Compensation Program for injury or disability resulting from the outside employment.
- (f) No Authority employees will be allowed to engage in double Airport employment for pay, i.e., working regular hours in one division and working off-duty hours in another division.
- (g) All employees shall comply with the standards of conduct in accordance with the Provisions of Florida Statutes 104.31, 112.313, and other applicable Florida Statutes.
- (h) All contractual relationships with the Authority shall be conducted in accordance with Florida Statutes 112.313 and other applicable Florida Statutes.

**Section 1.41      Confidentiality** - Employee shall not disclose confidential information gained by reason of their official position. Employees are also prohibited from using such privileged information for their personal gain or benefit. Confidentiality is an important aspect of professional conduct.

**Section 1.42      Authority Telephone and Mail Use** - Authority provided telephones in offices as well as mail facilities are intended for the conduct of Authority business and are a tool for use in carrying out the Authority's day-to-day operations and must be kept free for that purpose. Accordingly, the Authority's facilities should not be used for personal telephone calls or personal mail except in cases of emergency.

- (a) Use of the Authority's telephone lines including two-way radio systems should be confined to business calls. Personal telephone calls should be limited to those which are absolutely necessary and should be as brief as possible. This restriction on the use of the telephone also applies to making unnecessary personal calls to fellow employees within the Authority.
- (b) Incoming personal calls for employees should be discouraged.
- (c) Should the Executive Director determine it to be necessary, all long distance calls must be recorded in a log maintained by the Division. This log will be maintained so that an accounting and justification can be made for each call on the bill, and will be subject to internal and external audit.

- (d) Authorized personnel may only make long distance calls for business purposes. When necessity requires that an employee make a personal long distance call, the call should be placed through the telephone company operator and charged to the individual's home number, or placed collect. No personal long distance calls may be charged to Authority phones.
- (e) In order to avoid adding to the increasing volume of mail, employees should not use the Authority's address in receiving personal mail.
- (f) Employees are expected to use their home address to receive personal mail. Use of Authority stationery or postage for personal mail is not permitted.

**Section 1.43      Cell Phone** - Use of a personal cellular phone for personal conversations is restricted to non-duty time, such as breaks, lunch, etc. A Department Director or Department Head may implement a more restrictive cellular phone policy.

**Section 1.44      Computer Use (Rights and Responsibilities)** - Any employee using an Authority computer is considered a user, and is obliged to comply with all rules set forth in this section. The Computer systems are for conducting Authority business and to be used by authorized users only. Upon receipt of the Administrative Policy, the Policy Acknowledgement form must be completed by every user and returned to the Personnel Services office.

- (a) Anyone using a system expressly consents to having his/her activities, on the system/network, monitored and recorded. If such monitoring or recordings of use reveals possible evidence of criminal activity or violation of these policies and procedures, that information will be forwarded to the appropriate authorities and/or Supervisors.
- (b) No unauthorized attempts to gain privileged access, or access to any account not belonging to you on any Authority-owned computer system will be allowed. This responsibility exists regardless of the security mechanisms that are in place.
- (c) No use of a Authority computer system as a staging ground to attempt to gain access to impair, upload, post, email, otherwise transmit, or post links to any material that contains software viruses, worms, Trojan horses, time bombs, trap doors or any other computer code, files or programs or repetitive requests for information designed to interrupt, destroy or limit the functionality of any Authority computer software or hardware, telecommunications equipment, or Authority data or to diminish the quality of, interfere with the performance of, or impair the functionality of any other computer system inside or outside of the Authority's network that you are not expressly authorized to use is permitted.

- (d) Any person that suspects or has knowledge of any malicious computer code, files or programs including but not limited to computer viruses, trojans, robots, time bombs, trapdoors, backdoors, worms or spyware on an Authority computer system is responsible for informing Administration.
- (e) Any person that suspects or has knowledge of any security violation and/or computer breach on an Authority computer system is responsible for informing Administration.
- (f) Authorized users are responsible for all use and control of their accounts within their ability, including but not limited to choosing and protecting passwords, delegate access and for file maintenance.
- (g) Authorized users are not permitted to intentionally modify files that are not their responsibility, without permission from the owner of the file, regardless of the file's system permission.
- (h) Disclosure or transmission of the Authority's propriety information, including but not limited to hardware, network configuration, security specifications or software products, by any means without the express authorization by the Executive Director or his/her designee is prohibited.
- (i) Hardware and Software - Authorization for purchase of software or hardware will not be approved until reviewed by the Executive Director. Personal software is not allowed to be loaded on Authority-owned Computers.

All authorized software obtained from other sources is required to be reviewed, tested, and have an approved anti-virus application scan be performed on said software.

Personal work is not permitted on Authority-owned computers. Copyrighted, licensed and Authority-owned software is not permitted to be copied, except in the case of performing a system backup.

Software is not permitted to be installed or downloaded on Authority-owned computers without proper authorization. This includes downloading from a network, including the Internet.

**Section 1.45 Travel** - It is the intent of the Authority to establish the guidelines in regard to travel. Travel will include local and overnight trips/travel. This section will be in direct compliance with Florida Statutes.

(a) Types of Authorized Travel -

- (i) Class A Travel - Continuous travel twenty-four (24) hours or more away from official headquarters (Note: Official headquarters shall be defined as the Northeast Florida Regional Airport). The travel day for Class A travel shall be a calendar day (midnight to midnight). Class A travel shall include any assignments on official business outside of the regular office hours and away from regular places of employment when it is considered reasonable and necessary to stay overnight and for which travel expenses are approved FS 112.061 (5) (a) as provided within this section.
- (ii) Class B Travel - Continuous travel of less than twenty-four (24) hours which involves overnight absences from official headquarters. The travel day for Class B travel shall begin at the same time as the travel period. Class B travel shall include any assignments on official business outside of the regular office hours and away from regular place of employment when it is considered reasonable and necessary to stay overnight and for which travel expenses are approved FS 112.061 (5) (a) as provided within this section.
- (iii) Class C Travel - Travel for short or day trips where the traveler is not away from the official headquarters overnight. Class C travel can receive subsistence as provided in subsection (c) of this section. Class C travel will receive allowance for meals as provided in subsection (e) of this section. Class C Travel will be paid through the payroll system, as reimbursement is subject to federal withholding and social security taxes.

(b) Travel Authorization -

- (i) Travel will be authorized for official Authority business purposes only.
- (ii) All travel associated with Official Business, regardless of whether reimbursement is being sought, must be approved in advance by the Executive Director. Requests for Class A or Class B travel shall be made directly to the Executive Director, a minimum of two (2) weeks prior to travel. The request must include name of employee(s) to travel, purpose of travel, period of travel, cost of travel, and necessity of travel.

*(iii) Class A and Class B travel overnight within the State of Florida will not normally be authorized for locations less than sixty (60) miles (based on State of Florida Official Highway map) from official headquarters. Under special circumstances, e.g. events/activities after 5 p.m., required preparation work after 5p.m., when through normal travel employees cannot return to official headquarters by 7p.m. etc., department managers may request authorization through the Executive Director. Request should be made of the "Travel Authorization Form" found in Appendix A. The request must include the name of the employee(s) to travel, purpose of travel, costs of travel, and necessity of travel, and need to stay overnight.*

**(c) Reimbursement of Travel Expenses -**

- (i) Reimbursement of travel expenses will be made in accordance with Florida Statutes, Chapter 112.061. Travel expenses of travelers will be limited to those expenses necessarily incurred by them in the performance of a public purpose authorized by law Florida Statutes 112.061 (3) - (6). Reimbursement of travel expenses must be requested on the State of Florida Voucher for Reimbursement for Travel Expenses (Appendix A).*
- (ii) Seminars/Conferences - Seminars/conferences may be authorized by the Executive Director for employee(s). Seminars/conferences to be attended will be directly related to the training/development of an employee's current position.*
- (iii) Expenditures for seminar/conference registration fees shall be requested in advance, after proper authorization. Payment of required expenses will be made directly to the vendor. The Authority will pay the costs of registration at a rate of 100%.*
- (iv) The Authority recognizes that there are times when seminar/conference fees cannot be paid in advance. When the employee pays fees at registration, expenditures can be reimbursed, with proper approval. An explanation of why fees could not be/were not paid in advance must accompany the request for reimbursement.*

**(d) Hotel/Motel Accommodations/Lodging -**

- (i) Expenditures for accommodations/lodging should be requested in advance, after proper authorization. Payment of required expenses will be made directly to the vendor.*
- (ii) Accommodations/lodging will be paid for actual expenses at a single occupancy rate to be substantiated by paid bills. The actual receipt/bill will be filed with the reimbursement request. The employee can pay the difference in the rate for double occupancy or an upgrade.*
- (iii) When seminars/conferences provide a variety of hotels/motels that can be used, employees should choose the most economical for reservations. Any deviation will require prior approval by the Executive Director, with reasonable explanation. The employee can pay the difference in the rate for the more elaborate accommodations/lodging.*

(e) Meals -

- (i) *Payment for meals will be paid in accordance with the Florida Statutes, Chapter 112.061, based on the following schedule:*
- 1) When travel begins before 6a.m. and extends beyond 8a.m., the allowance will be given for breakfast at the rate provided by the State of Florida.
  - 2) When travel begins before noon and extends beyond 2 p.m., the allowance will be given for lunch at the rate provided by the State of Florida.
  - 3) When travel begins before 6p.m. and extends beyond 8p.m. or when travel occurs during night-time hours due to special assignment, the allowance will be given for dinner at the rate provided by the State of Florida.
- (ii) *No allowance will be made for meals when travel is confined to St. John's County, the official headquarters or immediate vicinity; except assignments of official business outside the traveler's regular place of employment if travel expenses are approved FS 112.061 (5) (b).*
- (iii) *No one, whether traveling out of State or in State, will be reimbursed for any meal that is included/provided in a convention, conference or seminar registration fees paid by the Authority or any other agency/organization.*
- (iv) *No one, whether traveling out of State or in State, will be reimbursed for any meal that is included in or provided in the fees and expenses for transportation paid by the Authority or any other agency/organization, e.g. airline meals, meals on trains.*

(f) Transportation -

- (i) *All travel must be by a usually traveled route. When a person travels by an indirect route for his or her own convenience, any extra costs will be borne by the traveler; and reimbursement for expenses will be based only on the charges that would be incurred by a usually traveled route FS 112.061 (7) (a).*
- (ii) *When planning travel, the following considerations should be given:*
- 1) The nature of the official business.
  - 2) The most efficient and economical means of travel (considering time of the traveler, cost of the transportation, and per diem or subsistence required).
  - 3) The number of persons making the trip and the amount of the equipment or material to be transported.
- (iii) *Commercial vehicle/carrier for travel will be made/approved in advance and payment made directly to vendor.*

*(iv) When traveling by vehicle/driving, publicly owned vehicles should be used in lieu of the use of a privately owned vehicle, whenever possible. When travel is authorized using a privately owned vehicle, the employee (driver of private vehicle) will be entitled to a mileage allowance at a fixed rate provided by the State of Florida. Other expenses of a privately owned vehicle, e.g. operations, maintenance, ownership, will not be allowed.*

- 1) Mileage will be reimbursable from the point of origin to the point of destination. Travel within the State of Florida will be based on the State of Florida Official Highway mileage map. Travel outside the State of Florida mileage figures should be obtained from the Executive Director, who may use MapQuest or other online source to measure mileages. Mileage should be verified that the appropriate map mileage has been used prior to approval of reimbursement.
  - 2) Whenever possible, car-pooling should be utilized to minimize the cost of travel to the Authority. When more than one employee is traveling to a conference, meeting, or any official business directly related to the employee's job performance, transportation should be shared and cost minimized.
- (g) The Executive Director may grant monthly allowances in fixed amounts for the use of privately owned vehicles on official business in lieu of the mileage rate. Allowances will require a signed statement of traveler, prior to the allowance being granted or charged, and at least annually thereafter. The statement will show the places and distances for an average typical month's travel on official business, and the amount that would be allowed under the approved mileage rate as provided by the State of Florida. Payments will be made through the payroll system and subject to federal withholding and social security taxes.

(h) Other Expenses -

*(i) The following incidental travel expenses may be reimbursed, with proper receipts and documentation:*

- 1) Taxi fare.
- 2) Ferry fares; and bridge, road, and tunnel tolls.
- 3) Storage or parking fees.
- 4) Official business communication, e.g. telephone or fax expenses.
- 5) Convention/conference fees for attending events that are not included in the basic registration fee that directly enhance the public purpose and official business of the attendee e.g. additional educational classes/sessions, conference meals. It will be the responsibility of the attendee to substantiate that the charges were proper and necessary.

*(ii) Expenses that are not reimbursable include, but not limited to:*

- 1) Movie rentals in hotel/motel rooms.
- 2) Hotel/motel safes.
- 3) Parking tickets or traffic fines.
- 4) Communication/telephone charges that are not official business.
- 5) Routine expenses of daily life incurred when not traveling, such as personal grooming supplies, etc.
- 6) Late charges and added fees for cancellations, untimely scheduling and/or rescheduling of travel, itineraries, etc., when not caused by the Authority or for purposes beyond the control of the employee.

- (i) Compensable Travel Time - Travel time will be considered as compensable hours worked for non-exempt employees as outlines in the following.

*(i) Travel During the Workday*

- 1) Travel by an employee from one job site to another job site during the workday is compensable working time.
- 2) Required travel from an outlying job at the end of a scheduled workday to the employer's premises is compensable working time.
- 3) When an employee must report to Authority premises to receive instructions, perform work, or pick up tools or equipment and then travel to a job/work site, the travel time between is compensable working time.

*(ii) Callback or Emergency Calls - When an employee is in an official "on-call" status, travel time is compensable and considered hours worked from the time the employee leaves their home from an emergency call.*

*(iii) Out-of-County travel*

- 1) Home to Work - On Special One-Day Assignment in Another City- When a non-exempt employee(s) who regularly works at a specific location is required to travel out of the County on a special one-day assignment, i.e. training class, seminar, performance of duties, etc., travel time is considered compensable. All of the hours that the employee spends traveling are considered hours worked. This is because under normal circumstances the employee would travel from his/her home to their normal work site, however, because of the one-day assignment the employee must travel for an emergency call. All travel for one-day assignments is compensable for non-exempt employees, even when they are a passenger on an airplane, train, boat, bus or automobile. The only exception to compensable time for the special assignment travel would be if the employee is required to report to a railroad depot, bus station, airport, etc., then the travel time from the employee's home to the depot, station, etc. would not be compensable. Also, of course, the usual meal time would not be compensable.
- 2) Travel Away From Home - Travel away from home is travel that requires the employee(s) to be away from home overnight. Travel time, in this provision, is compensable when the employee(s) travels during his/her normal/regular working hours (including time on their non-working days, i.e. Saturday, Sunday, holidays). When travel time is spent during non-working hours the travel time is not compensable, unless the employee is required to perform work while engaged in such travel. If the employee is required to drive a vehicle, the time will be considered compensable, even if performed during non-working hours. However, travel time is not considered compensable if the employee(s) is a passenger on an airplane, train, boat, bus, and automobile, outside of regular working hours. Of course, the usual meal time would not be compensable.

**Section 1.46      Medical Procedures** - It is the intent of the Authority to ask its employees to be examined by a physician whenever conditions make this desirable for the protection of the employees or the Authority. In addition, all employees are encouraged, but not required, to have physical examinations periodically during their employment and to participate in wellness programs.

- (a) As a condition of employment, all applicants for employment may be required to pass a physical examination administered on behalf of the Authority. Physical handicaps or impairments will be noted on the applicant's file, and such problems that could affect job performance will be reported to the Executive Director. The purpose of the physical examination is to certify the fitness and ability of the applicant selected to perform the duties of the position, whether a new position or a reassigned position. An officially selected and designated third-party medical authority/provider will perform the physical examinations.
- (b) Employees who are using prescribed or non-prescribed drugs or narcotics that impair motor function must report such condition to their immediate supervisor. Depending on the circumstances, employees may be reassigned, or even forbidden to work, while taking prescribed drugs or narcotics.
- (c) Employees may be required to have a physical examination on other occasions, such as transfer or promotion, or whenever management determines that the interest of the Authority and the employee will be served thereby.
- (d) Physical examinations that are required by management shall be paid for by the Authority. The cost of physical examinations not made mandatory by this guideline shall be paid by the employee and may be administered by a physician selected by the employee.
- (e) Medical examinations paid for by the Authority are the property of the Authority. However, records of such examinations will be made available to public agencies or the employee's doctor, if required by law or regulation.
- (f) Whenever an employee is absent because of illness or injury for three (3) consecutive days, the Authority reserves the right to take whatever steps are necessary to confirm the nature and extent of such illness or injury. Employees returning from a paid time off including maternity leave or absence may be required to have a physical examination or supply a fitness letter from a physician of their choice to determine their capability to perform satisfactorily their regular work without endangering themselves or their fellow employees.

- (g) Whenever the Authority requires a physician's report concerning an illness or injury suffered by an employee the examination shall be at the expense of the Authority and performed by a physician selected by the Authority. Employees who are not satisfied with the physician's determination may submit at their own expense a report from a physician of their own choosing. In the event of conflicting opinions, the Authority's physician and the employee's physician shall designate a third physician to examine the employee, and that physician's report shall be binding on both parties. The Authority and the employee shall share the expense of the third examination equally.
- (h) The Authority shall maintain first aid facilities at all major facilities. In addition, first aid kits and other limited emergency supplies are located in hazardous areas, such as where machinery or utility equipment is located.
- (i) Employees who become ill on the job or suffer any work-connected injury, no matter how minor, shall report to a medical facility for examination, treatment, and recording of the incident. Time spent by an employee in waiting for and receiving such medical attention shall be considered hours worked for pay purposes. However, whenever possible, employees should notify their supervisor before leaving their workstation for medical reasons.
- (j) Employees who are exposed to any unexpected occupational health hazard, such as toxic materials, or fumes, are required to have a physical examination immediately after exposure. The physician shall determine whether exposed employees require medical treatment, whether they may be permitted to continue on their jobs or whether they should be assigned to other jobs. Employees whose job normally exposes them to health hazards shall be given periodic medical examinations to ensure that such exposure does not result in any medical complications.
- (k) Employees who are seriously injured during the course of their employment shall be given immediate medical treatment and, if required, hospitalized. The employee's immediate supervisor or the Executive Director has the authority to have injured employees transferred to an outside medical facility for treatment.
- (l) Employees will select their own licensed physician for non-injury related events at their own expense.

**Section 1.47      Employment Benefits Group Insurance** - It is the intent of the Authority to establish the guidelines in regard to group medical, dental, life, short-term disability insurance benefits, supplemental insurance programs and Cobra guidelines for eligibility. This section is in direct compliance with the laws of the State of Florida, ERISA, IRS laws, and the Consolidated Omnibus Reconciliation Act of 1986.

(a) Eligibility:

*(i) Eligible employees are:*

- a) Temporary Part Time – no group benefits*
- b) Part Time – average of twenty-five (25) – less than forty (40) hours per week*
- c) Regular Full Time – all benefits*
- d) The eligibility-waiting period is defined as completion of sixty (60) days of full-time employment. The effective date of insurance coverage would be the 1st of the following month after completion of this waiting period.*

(b) Medical and Dental Insurance:

- i) Medical and Dental Insurance will be made available to Authority full-time employees and medical only to part time employees who regularly exceeds twenty-five (25) hours of work per week. Employees can select dependent coverage options, at the employee's expense. This coverage will be paid for through payroll deductions made on a semi-monthly basis.*
- ii) Up-to-date information on providers, changes in benefits, etc. will be provided to the employee by the insurance Carrier and by the Executive Director.*
- iii) Employees are responsible for filing claim forms, changing address information, providing student schedules and other information as outlined in insurance contract and/or requested by insurance carrier in order to process claims and maintain records as required by law. Employee will be responsible for keeping information current.*
- iv) The Insurance Carrier and the Executive Director when needed will provide customer service.*
- v) Open enrollment is normally limited to thirty (30) days from time of initial eligibility (hire). The Certificate of Coverage issued by the Insurance Carrier governs other enrollment provisions due to marriage, divorce, birth or adoption.*
- vi) If date of eligibility is other than initial hire (upon notice of eligibility), the Executive Director will conduct orientation for employees on the insurance program.*
- vii) Rehired employees will be processed the same as new hire, and date of hire would be shown as the rehired date.*

(c) Date Insurance Coverage Ends:

- i) *For resignations/terminations, all insurance coverage(s) end on the last day of the month in which the termination/resignation was affected.*
- ii) *For supplemental insurance policies, the provider will be notified and if applicable, arrangements shall be made to bill the employee at home.*
- iii) *Life insurance may be converted into other policies if the individual desires and as provided by specific Insurance Policy Terms.*
- iv) *Group Life Insurance and/or Accidental Death & Disability Benefits:*
- v) *The amount of life insurance provided by the Authority to its employees is stipulated by the insurance schedule.*
- vi) *Accidental Death & Disability Benefits are available to only active employees and cannot be extended to disabled employees or retirees.*

(d) Disability Insurance - Short-term Disability is provided on a non-discriminatory basis to all eligible employees of the Authority, as defined in the policy/benefit booklet provided by the insurance carrier.

(e) Supplemental Insurance: The Authority from time-to-time offers other supplemental insurance programs through payroll deduction to allow employees to select benefits to suit their individual needs. Employees may choose from such cancer policies, accident/disabilities policies, intensive care, and whole life policies. Coverage may or may not be available for employees and their dependents. Such programs, if offered, are available at the sole cost and discretion of the employee.

(f) COBRA (if applicable): A federal law (Public Law 99-272 Title X) may require that the Authority offer employees and their families the opportunity for a temporary extension of health coverage (called "continuous coverage") at group rates in certain instances where coverage under the plan would otherwise end. In order for the Authority to comply with the applicable law, employees have rights and obligations under the continuation coverage provisions of the law.

(g) Employee's Rights: If you are an employee of the Authority, covered by the Group Health and Dental Insurance Plan, you may have the right to choose this continuation coverage if you lose your group health coverage if you lose your group health coverage because of a reduction in your hours of employment or the termination of your employment (for reasons other than gross misconduct on your part). If loss of coverage is due to gross misconduct, continuation of coverage will not be offered.

- (h) Reimbursement: Should an employee be covered by another form of insurance or be subject to mandatory Medicare, the Executive Director may determine that it is in the Authority's best interest to reimburse an employee for their medical insurance provided by another source when such reimbursement results in no net cost to the Authority or a reduction in cost to the Authority.

**Section 1.48      Retirement Benefits -** To provide employees with a retirement plan benefit and opportunities to save for retirement:

- (a) The Authority shall contribute to the Florida Retirement System as administered by the State of Florida, Department of Management Services.
- (b) Vesting shall be governed by the rules of FRS as amended from time-to-time. Should FRS rules require such, mandatory Employee contributions shall be accommodated within the Authority's payroll system.
- (c) A separate a deferred compensation programs governed by the rules of Nationwide Retirement Solutions is available for participation by employees. Employee contributions up to the annual maximum amount provided under law are permitted.

**Section 1.49      Educational Tuition Reimbursement -** It is the intent of the Authority to establish the process in regard to educational tuition reimbursement for off-duty education, training, instruction or course work. The Authority encourages its employees to take advantage of opportunity for training, development and advancement consistent with individual ability of funds. This section will be in accordance with the Florida Statutes, Chapter 112.063 and the Federal withholding tax laws and opinions issued by the Treasury Department.

- (a) Eligibility -
  - (i) *Only regular full-time employees who have successfully completed one year (1) year of continuous service are eligible for educational tuition reimbursement.*
  - (ii) *When found in the best interest of the Authority and where the employee has maintained a satisfactory performance evaluation, the Authority may elect to budget and authorize employee reimbursement for educational expenses under the following conditions:*
  - (iii) *The educational classes/course work direct relationship to the performance of the employee's official duties.*
  - (iv) *The educational classes/course work directly contributes to the improvement of skills/abilities or the enhancement of knowledge used in the performance of the employee's currently Authority duties.*

- (v) Only course work taken from an accredited educational institution will be eligible for educational reimbursement.*
- (vi) To be eligible for reimbursement, an employee must have proof of the successful completion of course work is defined as having earned a grade of "C" or better on an alphabetic scale or the equivalency on a numeric scale or a grade of "passing" on a pass/fail rating system. The actual transcript or formal grade(s) issued by the school, college or university will be acceptable documentation.*
- (vii) An employee must not be receiving educational assistance greater than 25% for tuition, from any source other than the Authority or not to exceed 100% total tuition reimbursement.*

**(b) Educational Tuition Reimbursement Authorization -**

- (i) All requests for Educational Tuition Reimbursement must be completed on the Application for Tuition Reimbursement prior to class enrollment or not later than five (5) working days after the first day of classes for which the reimbursement is requested.*
  - 1) The application requires the approval of the employee's supervisor and the Executive Director.**
  - 2) Upon approval or disapproval information will be forwarded to the employee. A copy of the approved application will be placed within the employee's personnel file.**

**(c) Reimbursement -**

- (i) Reimbursement for educational tuition expenses will be paid by the employer directly to the employee as provided in this section.*
- (ii) Upon the successful completion of approved courses, not later than sixty (60) days, the employee can apply for reimbursement of tuition expenses. The employee must provide documentation (transcript or official grades) of successful completion (defined in Section I of this section), the receipt for tuition paid, and the original approved Application for Tuition Reimbursement to the Executive Director for placement within the employee's personnel file.*
- (iii) Reimbursement for tuition will be paid at a rate of 75% of the tuition expenses for earned grades of a "B" (3.0/4.0 scale); reimbursement for tuition will be paid at a rate of 65% of the tuition expenses for earned grades of a "C" (2.0/4.0 scale), with a the maximum allowance in any case being not greater than 100% of the current credit hour tuition for a Florida public university, i.e. Florida State University, University of Florida, and University of North Florida. The maximum allowance will be based on the State's universities rate for the semester requested for reimbursement and the level of course work (undergraduate or graduate).*
- (iv) Educational Tuition Reimbursement will be limited to the expenses of "tuition" only. The costs of books, application fees, laboratory fees, registration fees, supplies, materials, etc. will not be paid by the Authority and are the responsibility of the employee.*

(v) *Reimbursement of educational expenses in no way obligates the Authority to grant time off or leave for taking or completion of such course or program of instruction F.S. 112.03 (2).*

(d) Courses During Authority Working Hours -

(i) *An employee will be permitted to take classes during his/her normal scheduled working hours only when:*

- 1) *Classes are offered at no other time and arrangements can be made to the satisfaction of the supervisor to allow the employee to be off without affecting the efficiency or increasing costs of the division; or*
- 2) *The course(s) are required by the Authority and are offered at no other time.*

(ii) *An employee that has been approved for reimbursement, taking a course that is not required by the Authority, and is authorized by the department manager to attend class(es) during working hours, must utilize one (1) of the following alternatives:*

- 1) *Accrued paid time off;*
- 2) *Leave without pay; or*
- 3) *Flex scheduling (adjusting work schedule) when the department manager determines such scheduling permissible without interrupting the operations of the department.*
- 4) *The Executive Director shall approve all such arrangements in advance and in writing.*

(e) Required Courses -

(i) *When the Authority requires an employee to successfully complete a course(s) as a part of his/her current position, the Authority will pay for the course at a rate of one hundred percent (100%) for tuition, books, fees and special charges. Course(s) will be directly related to the duties of an employee's current position and deemed as a requirement in the best interest of the Authority.*

(ii) *When a non-exempt classified employee is required to successfully complete course work directly related to his/her position in addition to the employee's forty (40) hour workweek, the employee will be paid overtime in accordance with the Federal Wage & Hour Laws. Hours spent in classes or required studying/preparation time under these conditions will be considered as hours worked for the purpose of determining overtime.*

(f) Use of Authority Property -

(i) *An employee will not be permitted to utilize any space, personnel, equipment, or supplies of the Authority in the process of fulfilling any of the requirements imposed by course work for which the employee is being reimbursed F.S. 112.063 (3).*

(g) Service Obligation -

- (i) An employee who receives educational tuition reimbursement from the Authority must remain employed by the Authority for a period of one (1) year. Separation of employment (including termination or non-voluntary separation) prior to completion of (1) year service, after receiving reimbursement, will require that the employee repay the Authority all tuition reimbursement sums paid by the Authority during the employee's last year of service. This does not include monies paid for "required courses" as defined in this section. Upon the adoption of this article, the record keeping of service obligation will be maintained and tracked by the Executive Director.*
- (ii) When an employee is required to repay the Authority for tuition reimbursement, the amount owed by the employee may be withheld from final payment to the employee for any non-wage compensation, e.g. unused leave. Wages due under the Fair Labor Standards Act will not be withheld under this section.*
- (iii) The Authority reserves the right to amend or terminate this section at any time; such amendment or termination will not affect any course work previously approved for individual employees.*

**Section 1.50      Disciplinary** -The Authority has adopted a progressive discipline section. Progressive steps will be followed with regard to employee disciplinary matters except in matters where the Executive Director determines the matter at hand should be addressed outside of the progressive system. Normally, the employee's immediate supervisor will administer any appropriate corrective or disciplinary action. Appropriate action will be determined based on factors such as severity, frequency, and degree of deviation from expectations. Disciplinary actions may take place in several forms. The forms of disciplinary actions are: Verbal warnings; Written warnings; Suspensions; Terminations.

The Executive Director must be consulted beforehand when the disciplinary action includes termination. Authority rules and regulations are not intended to restrict, or to impose upon anyone, but are designed for the employee's benefit to ensure the rights and privileges of all Authority employees are protected. The Executive Director may modify any disciplinary action taken by the Department Head against an Authority employee when extenuating circumstances are found. When a form of discipline is taken against an employee, other than a verbal warning, is to be included as a part of the employee's official personnel file. Other types of disciplinary action that may be taken against an employee are: change in assignment, reduction in pay, or demotion. These actions must be discussed with the Executive Director prior to implementation.

**Progressive Discipline** - Good common sense is the best guide to proper conduct. However, sometimes action is necessary for the purpose of improving undesirable behavior and preventing a recurrence of that behavior. The following corrective steps will be followed to ensure that Authority rules and policies will be enforced fairly and consistently. The Authority reserves the right to impose penalties not in accordance with these policies if it determines such action is necessary due to the nature of the circumstances. Further, nothing in this section should be construed to alter, in any way, the “at will” employment relationship between an employee and the Authority.

- (a) Step 1 - Verbal recording of incidents may take place between employees and supervisors in situations that are deemed less serious in nature. Every effort to determine and resolve the cause of the problem should be made. At the same time, however, it should be specifically stated that the employee is receiving a formal warning. Documentation must be made and maintained in locked departmental files for all verbal counseling sessions.
- (b) Step 2 - Written recording of incidents take place between a supervisor and an employee when the behavior of the employee is a repeated violation and verbal counseling has been administered, or such behavior hinders or hampers the progress of the department in which the employee works. Copies of all written warnings should be distributed as follows: Original to the Authority's Administration Office for inclusion in the employee's file and a copy to the employee.

- (c) Step 3 - 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 enough for dismissal. Typically, employees will be suspended without pay for up to five (5) days. Suspensions may also vary in length, according to the severity of the offense or deficiency. Where a suspension has failed to produce the proper results, consideration should be given for a more lengthy suspension or the termination of the employee. Should an investigation absolve the employee of blame, the employee will be paid in full for the time lost during suspension
- (d) Step 4 - Employment may be terminated after other progressive disciplinary measures have failed or when a first time incident occurs that is extremely serious or egregious in nature. An employee may be discharged at any time without regard to any progressive steps if the employee commits an offense for which immediate discharge is specified as a penalty or, if in the Authority's judgment, the employee's continued presence would be contrary to the professional image of the Authority or its employees. The Executive Director must be consulted beforehand when the dismissal of an employee is considered or necessary.

**Section 1.51      Demotion** - It is the intent of the Airport Authority to provide the Executive Director with authority to demote employees for just and reasonable cause or for purposes of avoiding layoffs, as set forth in the Layoff Section 9.54. The demotion may be in the form of: (a) a reduction in pay; and/or (b) a lesser job classification.

- (a) Demotion for Inability or Voluntary Demotion - An employee may, because of his inability to satisfactorily perform the duties and responsibilities required, be demoted to a job classification with a lower maximum pay rate in the pay grade assigned to such job classification. Such demotion may also be made upon the employee's written request with the approval of the Executive Director. Demotions may also be made in lieu of layoff or on a voluntary basis at the election of the employee and with the approval of the Executive Director.
- (b) Disciplinary Demotion - The Executive Director for just cause may demote an employee for disciplinary reasons. Such demotion will be accomplished by a reduction in the pay rate of the employee's present pay grade or the employee's reduction to a job classification that has a lower pay grade established. Such employee may be demoted for good and sufficient reason as determined by the Executive Director and such demotion shall be in accordance with the appropriate Personnel Provisions.

**Section 1.52      Layoff** - It is the intent of the Authority to provide a fair and systematic procedure in the event that a layoff of staff becomes necessary.

- (a) An employee's job function, training, cross-training, knowledge, ability, experience, value to the Authority's overall airport operations, including value in times of emergencies or in times of special events, trade skills, equipment operator ability, or other special skills that may have future value to the Authority may alter the order of layoffs and/or displacements as determined by the Executive Director. The Authority's small staff may require that employees remain with the broadest range of capabilities.

**Section 1.53      Resignation** - An employee who resigns should give at least two (2) weeks advance notice of his/her intention to resign, and should present the reason for his/her resignation in writing to the department head. Failure to comply with this procedure may jeopardize the good-standing status from the date of separation.

- (a) Date of Separation - The effective date of separation shall be at the close of business on the last day an employee reports for duty; the date specified in his written resignation; or, the last day of leave granted.

**Section 1.54      Abandonment of Position** - An employee who is absent without authorized leave of absence for three (3) consecutive working days may be deemed by the Executive Director as having abandoned his/her position. Each employee separated under conditions of abandonment of position will be notified in writing of the Authority's determination.

**Section 1.55      Suspension** - A suspension is defined as a disciplinary action taken by the Authority against an employee to temporarily relieve the employee of duties and place the employee on leave without pay unless otherwise specified by the Executive Director. A department head may recommend any employee for disciplinary reasons for a period of five (5) calendar days. The Executive Director may approve an extension of the suspension for a period not to exceed sixty (60) calendar days or longer if court action is pending against the employee.

**Section 1.56      Dismissal** - Employment with the Authority is considered to be "at will" employment as defined by Florida Law. Therefore, it is within the discretion of the Executive Director to dismiss an employee. Reasons for dismissal shall include, but not be limited to any Inappropriate Act as set forth in Section 9.06, and any act of: negligence, inefficiency, inability to perform assigned duties, insubordination, willful violation of rules and regulations, conduct unbecoming of a public employee, misconduct, use or possession of alcohol or narcotics during working hours, conviction of any crime involving moral misconduct, or conviction of a felony.

**Section 1.57      Post Employment Statements** - It is the intent of the Authority to standardize the information that may be disclosed in responding to inquiries concerning former employees.

- (a) Supervisors are not authorized to provide reference and other information concerning former employees. All such requests for information are to be referred to the Executive Director.
- (b) Responses to inquiries shall be limited to responses as required by the Public Records Act, Chapter 119, Florida Statutes.

**Section 1.58      Drug-Free Workplace** - It is the intent of the Authority to establish a process in regard to the workplace being drug free for the safety of the employees. Concerned for the health and well being of employees, this section declares the Authority's work location as a drug-free workplace. This section addresses legal and illegal use of drugs, penalties/repercussions, rehabilitation availability, and conditions for violation. This section will be in direct compliance with the Drug-Free Workplace Act of 1989.

- (a) Drug-Free Workplace - It will be unlawful for an employee(s) to unlawfully manufacture, distribute, dispense, possess or use controlled substances in the workplace.
- (b) Drug Screening - As a condition of continued employment, each employee agrees to submit to random drug testing. The Executive Director may set rules consistent with this section to establish random drug testing, to require drug screening of all new employees, employees in certain working environments (e.g., equipment operators, etc.), or on anniversary dates. The Executive Director may also require drug testing of employees in connection with promotion or layoff decisions.

- (c) Legal Drug Use - Use of any legally obtained drugs, including alcohol, to the point where such use adversely affects the employee's job performance is prohibited. For the purposes of this section legal drugs shall include controlled substances obtained through a valid prescription or uses that are otherwise authorized by the law.
- (i) *Arriving on the Authority premises or operating Authority equipment/vehicles under the effect of any legal drug or alcohol which adversely affects the employee's job performance, including the use of prescribed drugs under medical direction is prohibited. When an employee is required to take prescribed drugs that could possibly affect their job performance, he should report to their supervisor immediately and inform of drug use. Supervisors will coordinate a determination with the Executive Director.*
- (ii) *Determination of whether a validly prescribed drug will adversely affect the employee's job performance will be coordinated through the employee's supervisor, the Executive Director and the employee's attending physician.*
- (iii) *Use of paid time off by the employee is recommended when the physician directs prescription drugs that may affect job performance.*
- (iv) *Use of alcoholic beverages on Authority work premises or during working hours is prohibited.*
- (v) *Use of legal drugs or alcohol on the job, during working hours or while officially representing the Authority, including claimed travel time that could jeopardize the safety of other employees, the public or Authority facilities/equipment is prohibited.*
- (d) Illegal Drug Use - Use of any illegal drugs, including these drugs not legally obtained is strictly prohibited.
- (i) *For the purposes of this section an illegal drug will be defined as a controlled substance included in Schedule I or II, as defined by section 802 (6) of Title 21 of the United States Code, the possession of which is unlawful under chapter 13 of the Title and/or a controlled substance named or described in Schedules I through V of the Florida Statutes. The term illegal drug does not mean the use of controlled substance pursuant to a valid prescription or other uses authorized by law.*
- (ii) *Arriving on Authority premises under the effect of any illegal drug is prohibited.*
- (iii) *Use of illegal drugs on the job, during working hours or while officially representing the Authority, including Authority claimed travel time, which could jeopardize the safety of other employees; the public or Authority facilities/equipment is prohibited.*

- (e) Penalties for Violation - If the employee unlawfully manufactures, distributes, dispenses, possesses or uses controlled substances in the workplace, he is in violation of this section and is subject to disciplinary action practice and procedures that are in addition to the "Suspension, Discharge and Appeals" section of the Personnel Manual. As with all disciplinary actions, an employee may grieve the action within ten (10) working days from the effective date of such action, in accordance with the grievance procedure outlined within the Personnel Manual.
- (i) *Any employee engaging in the misuse of legal drugs or the use of alcohol on premises or during working hours is in violation of this section and is subject to disciplinary action, up to and including termination.*
- (ii) *Any employee engaging in the use of illegal drugs on Authority premises or during working hours is in violation of this section. Contingent upon the nature of the situation or charge(s), the employee's present job assignment, the employee's record with the Authority, the Authority's ability to continue to conduct business, and other factors relative to the impact of the employee's arrest; the employee is subject to disciplinary action, up to and including termination.*
- (iii) *Determination of Violation - Any employee may be found in violation of this section on the basis of any appropriate evidence including, but not limited to:*
- 1) Direct observation;
  - 2) Evidence obtained from an arrest or criminal conviction;
  - 3) An employee's voluntary admission.
- (iv) *Voluntary Referral/Admission - A fundamental purpose of the St. Augustine - St. John's County Airport Authority's Drug-Free Workplace section is to assist employees who are seeking drug and/or alcohol use treatment. For this reason, an employee that voluntarily admits to drug and/or alcohol use will not be disciplined under this section. Voluntary admission will require that the employee meet the following conditions:*
- 1) Employee voluntarily identifies him/herself as a user of illegal drugs prior to being identified through other means;
  - 2) Employee obtains counseling, rehabilitation and/or participation in an employee assistance program; and
  - 3) Employee thereafter refrains from using illegal drugs.

All three (3) conditions must be met and coordinated through the Executive Director before the employee is considered as voluntary referral/admission. It is the responsibility of the employee to assure that the requirements of voluntarily referral/admission are met.

- (f) Employee Drug Education - The Authority will offer drug education to all employees. Drug education should include education and training to all levels of employees beginning with the adoption of this section and then on a continuing basis through employee orientation, employee communication tools and specific training programs.
- (g) Rehabilitation - Employees violating this section may be required to participate satisfactorily in rehabilitation. Satisfactory participation for the purposes of this section will be the successful completion of relevant counseling, rehabilitation and/or employee assistance programs, as determined by the Executive Director. Rehabilitation will include an employee refraining from illegal drug use after a first finding or admittance of such use.
- (h) Conditions for Violation:
  - (i) *Any employee engaged in work by the Authority, shall abide by the terms of this section.*
  - (ii) *The employee will be responsible for notifying the Executive Director in writing of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction.*
  - (iii) *The Executive Director will notify the Federal Government in writing within ten (10) calendar days after receiving notice on employee convicted of criminal drug violations that occur within the workplace.*

**Section 1.59      Sexual Harassment** - It is the intent of the Authority to prohibit sexual harassment of its employees in the workplace by any person and in any for:

- (a) Each supervisor has an affirmative duty to maintain his or her workplace free of sexual harassment. This duty includes discussing this section with all employees and assuring them that they are not required to endure insulting, degrading, or exploitative sexual treatment.
- (b) Specifically, no supervisor shall threaten or insinuate, either explicitly or implicitly, that an employee's refusal to submit to sexual advances will adversely affect the employee's employment, evaluation, wages, advancement, assigned duties, or any other condition of employment or career development.
- (c) Other sexually harassing conduct in the workplace, whether committed by supervisors or non-supervisory personnel, is also prohibited. Such conduct includes:
  - (i) *Unwelcome sexual flirtations, advances, or propositions*
  - (ii) *Verbal abuse of a sexual nature*
  - (iii) *Graphic verbal comments about an individual's body*
  - (iv) *Sexually degrading words used to describe an individual; and*

(v) *The display in the workplace of sexually suggestive objects or pictures.*

- (d) Any employee who believes that he or she has been the subject of sexual harassment should report the alleged act immediately to his or her supervisor. Supervisors shall insure that complaints of sexual harassment are reported and documented.
- (e) If the employee is not satisfied with the action taken by the supervisor, the supervisor should advise the employee to bring the complaint to the attention of the Executive Director. The complaint will be investigated and the employee will be advised of the findings and conclusion.
- (f) Any supervisor, agent, or other employee who is found after appropriate investigation to have engaged in sexual harassment of another employee will be subject to appropriate sanctions depending on the circumstances, up to and including termination.
- (g) Any employee proven to have made a false accusation of sexual harassment will be subject to a disciplinary action under this Administrative Policy.

**Section 1.60      Airport Authority Lump-Sum Additional Compensation** - It is the intent of the Authority to provide a uniform method of providing employee performance-based additional compensation, a bonus, as appropriated from time-to-time.

- (a) **Additional compensation awards provide a vehicle for recognition of significant, outstanding employee performance and are prospective in nature, meaning the intent is to compensate employees to continue to work at the highest levels of performance. Bonuses are performance-based lump-sum salary increases for employees and may be granted at the time of an employee's annual merit review or on the basis of a special event such as a natural disaster, special event or other extraordinary circumstance, as deemed appropriate. Bonus payments for employees are subject to review and approval of the Executive Director. Any bonus payment to the Executive Director is exclusively at the discretion of the Airport Authority.**
- (b) **A bonus is a one-time, non-recurring amount that does not increase base pay or alter anniversary date. The cost of the bonus is not compounded by future wage adjustments and, under no circumstances shall any bonus be paid from ad valorem tax revenues. The Airport Authority is not required to make a contribution to the retirement system since bonuses are not considered to be wages for retirement purposes. A bonus, if awarded, shall be in addition to and not in lieu of any Cost of Living increases.**

**Criteria for Award of Bonuses:**

***A one-time lump-sum bonus shall only be awarded based upon the following criteria:***

(i) ***To recognize and compensate employees for undertaking and demonstrating the ability to perform duties:***

- 1) of a higher classification for a period longer than two weeks; or
- 2) which far exceed the performance measures for the position for which the employee was hired; or
- 3) not ordinarily required of or expected from an employee in the position held; or
- 4) at a time of a natural disaster, special event or other extraordinary circumstance which demonstrated a commitment to the greater good of the Airport Authority or a dedication to preserving, protecting repairing or restoring Airport Authority facilities or property.

(ii) **Evaluations of outstanding performance shall be determined** contemporaneous with the duties undertaken above in accordance with the following:

- 1) The employee must have a satisfactory annual performance rating in all of the performance evaluation categories which include:
  - a) *Quality of Work*
  - b) *Productivity*
  - c) *Knowledge of Job*
  - d) *Reliability and Dependability*
  - e) *Attendance*
  - f) *Initiative*
  - g) *Creativity*
  - h) *Working Relationships*
  - i) *Adherence to Policies and Procedures*
- 2) The employee must have accomplished a significant majority of the goals established between the employee and the Executive Director in the preceding six (6) months.

## BENEFITS OVERVIEW

	Full Time	Part Time	Part Time	Temporary Part Time
Work Hrs Section: 9.04	40 hrs per week	Average < 25 hrs per week	Average > 25 hrs per week	< 40 hrs per week < than 6 mth duration
Paid Holidays	Yes	No	No	No
Paid Time Off (PTO)	Yes	No	No	No
Medical Benefits	Yes	No	Yes	No
Dental Benefits	Yes	No	No	No
Life Insurance Benefits	Yes	No	No	No
Short Term Disability Benefits	Yes	No	No	No
Retirement Benefits	Yes	Yes	Yes	No
Family & Medical Leave	Yes	No	No	No
Education Benefits	Yes	No	No	No