

**FLORIDA INLAND NAVIGATION DISTRICT's  
Personnel Committee Meeting**

**8:30 a.m., Friday, December 8, 2023**

**Florida Inland Navigation District  
600 County Hwy 707, Unit C  
Jupiter, FL, 33469-3516**

**(Participation via Communications Media Technology [www.aicw.org](http://www.aicw.org))**

**Committee Members**

**Committee Chair Frank Gernert,  
Steve Boehning, Lynn Williams, Randy Stapleford, and Buddy Davenport**

**Item 1.        Call to Order.**

Committee Chair Gernert will call the meeting to order.

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**Item 2.        Roll Call.**

Deputy Director Chris Kelley will call the roll.

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**Item 3.        Additions or Deletions.**

Any additions or deletions to the committee meeting agenda will be announced.

RECOMMEND:     Approval of a final agenda.

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**Item 4.        Public Comments.**

The public is invited to provide comments on issues that are NOT on today's agenda. All comments regarding a specific agenda item will be considered following the Committee's discussion of that agenda item. *Please note: Individuals who have comments concerning a specific agenda item should make an effort to fill out a speaker card or communicate with staff prior to that agenda item.*

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**Item 5.        Employment Agreement between FIND Board of Commissioners and Janet Zimmerman for employment as Executive Director.**

On November 18, 2022, the FIND Board of Commissioners accepted the notice of retirement and transition plan from Executive Director Mark Crosley with Janet Zimmerman being appointed to assume the position of Executive Director effective upon Mr. Crosley's retirement

**Personnel Comm. Agenda**

**December 8, 2023**

**Page 2.**

February 2024. Presented to the Committee for their consideration is an Employment Agreement with Assistant Executive Director Janet Zimmerman for employment as Executive Director effective January 1, 2024.

Employment agreements or professional services agreements have become a common practice with local governments and special districts to best assure an adequate and efficient provision of services. The agreement provides benefits to both the executive director (ED) and the District in having a written contract rather than just an “employee at-will” relationship. Similar Special Districts which currently have employment agreements with their executive directors include Port of Palm Beach, Sebastian Inlet District, and West Coast Inland Navigation District.

*(Please see back up pages 3-11 and FIND Employee Handbook pages 12-64)*

RECOMMEND      Approval of a recommendation to the full Board of the Employment Agreement between FIND Board of Commissioners and Janet Zimmerman for the position of Executive Director.

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**Item 6.**      **Additional Staff Comments.**

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**Item 7.**      **Additional Commissioner Comments.**

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**Item 8.**      **Adjournment.**

*If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.*

# FLORIDA INLAND NAVIGATION DISTRICT



To: Commissioners et. al.

From: Janet Zimmerman, Assistant Executive Director

Subject: Executive Director Employment Agreement

Date: November 28, 2023

## COMMISSIONERS

**T. SPENCER CROWLEY, III**

**CHAIR**

MIAMI-DADE COUNTY

**FRANK GERNERT**

**VICE-CHAIR**

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**MICHAEL O'STEEN**

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BREVARD COUNTY

**RANDY STAPLEFORD**

FLAGLER COUNTY

**LYNN A. WILLIAMS**

NASSAU COUNTY

**MARK T. CROSLEY**

EXECUTIVE DIRECTOR

**JANET ZIMMERMAN**

ASSISTANT EXECUTIVE  
DIRECTOR

While this is the first time in the District's history an employment agreement is being proposed, employment agreements or professional services agreements are a common practice with local governments and special districts to best assure an adequate and efficient provision of services. The agreement provides benefits to both the executive director (ED) and the District in having a written contract rather than just an "employee at-will" relationship. Special Districts which currently have employment agreements with their executive directors include Port of Palm Beach, Sebastian Inlet District, and West Coast Inland Navigation District.

The EA provides all parties a level of security and helps the ED fully devote their energies to the job as their sole employment, rather than cultivating potential alternatives as an insurance policy. In addition, the agreement locks in the ED for a specified term providing stability to the District and it's small staff, helps to preserve historic knowledge base and provides a contractual path to terminate employment for any reason or no reason which eliminates or minimizes potential termination lawsuits.

The following are some highlights of the agreement:

1. Section 2 – Term: is proposed for 5 years and an agreement setting a starting date (TBD).
2. Section 4 – Compensation: sets the annual salary of \$198,000 as approved by the Board at the November 17, 2023 meeting. Future increases under this agreement will be at the Board's discretion, as per Section 5.
3. Section 9 – Termination Without Cause: outlines "Severance Pay," including salary and benefits as defined by Florida Statutes § 215.425(4). This provides an important protection for the District, since termination "without cause" cannot be contested by the ED.
4. Section 10 – Termination For Cause: outlines termination but is not limited to those reasons listed.
5. Section 11 – Termination by Resignation: Requires a minimum 60-day notice by ED to the Board. This provides a transition period for the Board to select a replacement ED.
6. Section 12 – Termination by Mutual Agreement. This allows the Board and the ED to end the relationship on any mutually agreeable terms and may, but is not required to, include up to 20 weeks of Severance Pay. This would allow the Board to grant the ED Severance Pay at the end of the ED's term of employment if the Board was satisfied with the ED's performance.

## **FLORIDA INLAND NAVIGATION DISTRICT EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”) is entered into on this \_\_\_\_ day of \_\_\_\_ 2023, by and between the FLORIDA INLAND NAVIGATION DISTRICT, a political subdivision and independent special taxing district of the State of Florida, hereinafter called the “DISTRICT”, and JANET ZIMMERMAN, hereinafter called the “DIRECTOR”, who hereby agree as follows:

### **Section 1      EMPLOYMENT.**

DISTRICT hereby employs DIRECTOR as the FLORIDA INLAND NAVIGATION DISTRICT Executive Director (referred to as “Executive Director” in the DISTRICT’s Employee Handbook) and DIRECTOR hereby accepts such employment upon the terms and conditions set forth herein.

### **Section 2      TERM.**

Subject to the provisions for termination as hereinafter provided, the Effective Date of this Agreement shall be, for all purposes (including salary and benefits), \_\_\_\_ (DATE) \_\_\_\_, (“Effective Date”) and, unless otherwise extended by formal action of the Board of Commissioners of the DISTRICT (“Board”) and agreement of DIRECTOR, this Agreement shall terminate five (5) years from the Effective Date. The Board and DIRECTOR may extend the term of this Agreement at any time, for any reason in its sole discretion, through a written modification of this Agreement.

Each twelve (12)-month period following the Effective Date shall be referred to as a “Contract Year.” As used herein, the term “Business Day” shall mean any calendar day other than a Saturday, Sunday or a day on which the Courthouses are closed in Palm Beach County for a holiday. The term “Daily Salary Rate” shall mean the DIRECTOR’s base salary divided by the number of Business Days in the Contract Year.

### **Section 3      DUTIES.**

During the period of employment hereunder, DIRECTOR shall remain in the exclusive employ of the DISTRICT and devote full time and best efforts to the business, interests, and affairs of the DISTRICT by serving as Executive Director and performing such services and duties as directed by the Board. The DIRECTOR shall also carry out those services and duties set forth in the Executive Director position description attached hereto and incorporated herein as Exhibit A as may amended from time to time, in the DISTRICT’s Employee Handbook which is attached and incorporated herein as Exhibit B.

### **Section 4      COMPENSATION.**

For all services rendered by the DIRECTOR under this Agreement, the DISTRICT shall pay the DIRECTOR a base salary of ONE HUNDRED AND NINETY-EIGHT THOUSAND Dollars (\$198,000.00) per Contract Year, in equal bi-weekly installments, and for periods shorter

than a bi-weekly installment, a prorated salary payment based upon the yearly base salary for the Contract Year as herein stated.

#### **Section 5      ANNUAL PERFORMANCE AND BASE SALARY INCREASES.**

Not less than thirty (30) days prior to the first anniversary date of the DIRECTOR, the Board shall meet individually with DIRECTOR, and, discuss the DISTRICT's progress in accomplishing the desired outcomes contained in the DISTRICT's annual work plan, and the DIRECTOR's performance in accomplishing the DISTRICT's annual work plan.

Thereafter, the DIRECTOR's performance shall be reviewed by the Board at a regular meeting of the DISTRICT during the first quarter of the DISTRICT's fiscal year.. The review shall be based upon such criteria as the Board shall determine in accordance with the duties and services assigned to the DIRECTOR hereunder. The DIRECTOR may be granted a merit salary increase or entitled to base salary adjustments in accordance with any salary adjustments that are provided in the form of a market adjustment or Consumer Price Index (CPI) as may be determined by the Board based upon the DIRECTOR's performance. No merit salary increase or base salary adjustment is guaranteed. Notwithstanding anything herein, the Board has the discretion to increase the DIRECTOR's base salary based on performance of duties and services, or on increases granted to DISTRICT employees.

It is understood and agreed by both parties that it is the sole and exclusive prerogative of the Board of Commissioners to grant salary and benefit increases, or other perquisites of office. These are the proper subjects of negotiations during budget deliberations and performance evaluations, and both parties pledge their good-faith efforts in discussing these matters, keeping in mind the best interests of the DISTRICT and the continued high morale of DIRECTOR.

#### **Section 6      CELLPHONE ALLOWANCES.**

DISTRICT shall provide the DIRECTOR with a cell phone for business use.

#### **Section 7      PROFESSIONAL MEMBERSHIPS, DUES AND SUBSCRIPTIONS.**

DISTRICT agrees to pay the DIRECTOR's professional dues for membership in professional organizations related to her duties. DISTRICT shall pay other dues and subscriptions on behalf of the DIRECTOR or as authorized separately by the Board.

#### **Section 8      PROFESSIONAL DEVELOPMENT.**

DISTRICT agrees to pay reasonable and customary travel and subsistence expenses pursuant to the DISTRICT's policy for travel to and attendance at the professional development conferences. The DISTRICT or Board may choose to pay for the DIRECTOR's attendance at other seminars, conferences, and committee meetings, as it deems appropriate or as authorized separately by the Board.

## **Section 9      TERMINATION WITHOUT CAUSE.**

The DISTRICT may terminate the DIRECTOR at any time without cause upon an affirmative vote of a majority of the Board at a duly-noticed public meeting (the “Termination Vote”) under the terms and conditions established by the Board.

If the DISTRICT elects to terminate the DIRECTOR for any reason other than as set forth in the section of this Agreement titled “Termination for Cause,” the DISTRICT shall pay to the DIRECTOR as severance pay (“Severance Pay”) and in full satisfaction of the DISTRICT’S obligations hereunder, a lump sum equivalent to DIRECTOR’S salary and benefits for a period of twenty (20) weeks as provided by Florida Statutes § 215.425(4), a lump sum payment at the Executive Director’s hourly rate of base salary and compensation for all annual leave hours accumulated but unused as of the date of termination, and the continuation of the Executive Director’s health insurance for a period of twenty (20) calendar weeks following the date of termination. “Severance Pay,” as used herein, shall mean the actual or constructive compensation, including salary and benefits as defined by Florida Statutes § 215.425(4). The DISTRICT may elect to pay the severance payment in a lump sum or periodic payments for a period not to exceed twenty (20) weeks. Notwithstanding the language contained in this section no severance pay shall be made when the officer, agent, employee, or contractor has been fired for misconduct, as defined in F.S. 443.036(29), by the DISTRICT.

## **Section 10      TERMINATION FOR CAUSE.**

The Board may terminate this Agreement, for cause, at any time upon thirty (30) days prior written notice to the DIRECTOR. The Board shall have the right to suspend the DIRECTOR’S duties and authority during such period. The DIRECTOR shall be entitled to a hearing before the Board of Commissioners if, within five (5) business days, she requests a hearing in writing to the District’s Attorney. The DIRECTOR may be represented by legal counsel. For the purpose of this Agreement, “cause” shall mean but not be limited to any of the following:

- a) Chronic alcoholism or drug dependence;
- b) Gross inattention to duties over a substantial period of time;
- c) Unauthorized absence of ten (10) consecutive business days or ten (0) non-consecutive business days in any thirty (30) business day period.
- d) Acceptance of employment with compensation from another employer, unless approved by the Board;
- e) Conviction, adjudication of guilty, or plea no contest to, any felony or a serious misdemeanor involving the moral turpitude of the DIRECTOR;
- f) Filing to run for, or election or appointment to, a Florida public office;
- g) A finding of DIRECTOR’S commission of gross mismanagement, malfeasance, misfeasance, gross waste of public funds, or gross neglect of duty, as those terms are defined by Florida law;
- h) Failure or refusal to comply with any direct lawful instruction given by the DISTRICT or Board;
- i) Legal inability to hold the position of DIRECTOR, including incapacity; or
- j) A finding of DIRECTOR’S commission of misconduct as defined in Florida Statutes §443.036(29), its amendments, or its successors, or significant violation of the Florida Ethics Code as codified in Chapter 112, Florida Statutes, its amendments, or its successors.

In the event of termination for cause, the DIRECTOR shall be paid the DIRECTOR's regular compensation up to the date of termination, with no severance pay.

#### **Section 11      TERMINATION BY RESIGNATION.**

If DIRECTOR desires to resign during the term of this agreement, DIRECTOR shall provide at least 60 days written notice to the DISTRICT. The Board may waive the 60 day notice for the good of the DISTRICT. If the DIRECTOR resigns prior to the expiration of the Agreement or any extension thereof, DIRECTOR shall receive payment under the Agreement for the balance of the salary for DIRECTOR's actual days performing the duties of DIRECTOR and not for the remainder of the Agreement terms. DIRECTOR shall be entitled to a lump sum payment at the Director's hourly rate of base salary for all annual leave accumulated but unused as of the date of resignation. Upon notification to the DISTRICT of resignation from the position, the DIRECTOR shall not be eligible for any of the severance pay described in Section 9.

#### **Section 12      TERMINATION BY MUTUAL AGREEMENT.**

This Agreement may be terminated by the DIRECTOR and the Board in writing upon such terms and conditions as may be mutually agreed upon, provided that any agreement to pay Severance Pay shall be limited to a maximum of twenty (20) weeks..

#### **Section 13      ACCRUED BENEFITS.**

In all instances of termination under this Agreement (unless mutual agreement shall provide otherwise), the DIRECTOR shall be entitled to all accrued benefits and/or annual salary increases provided for hereunder to the extent any other DISTRICT employee would be similarly entitled.

#### **Section 14      EXPENSES.**

The DIRECTOR is authorized to incur reasonable expenses for promoting the business of the DISTRICT, including expenses for entertainment, travel, attendance at industry meetings and seminars, and similar items. All entertainment, travel and attendance at industry meetings shall be in accordance with the policies and procedures adopted by the Board as amended from time to time. The DISTRICT shall reimburse DIRECTOR for such expenses upon the presentation by the DIRECTOR, from time to time, of an itemized account of such expenditures, to the extent permitted or required by Florida law and the Travel Policy of the DISTRICT.

#### **Section 15      WORKING FACILITIES AND AFFILIATIONS.**

The DIRECTOR shall be furnished with an office, support staff, use of a DISTRICT vehicle, and such other facilities, equipment and services as are suitable to the DIRECTOR's position and adequate for the performance of the DIRECTOR's duties.

The DISTRICT shall approve the DIRECTOR's participation and representation of the

DISTRICT at the Atlantic Intercoastal Waterways Association (AIWA), Western Dredging Association (WEDA) and marine industry related activities and responsibilities and shall reimburse the DIRECTOR for expenses incurred related to the associations as permitted by Florida law and the Travel Policy of the DISTRICT.

The DIRECTOR shall participate in those associations and organizations pre-approved by the DISTRICT and deemed appropriate for community development and promotion of the waterways and the DISTRICT; specifically, such as will promote the DISTRICT within the maritime industry. The DIRECTOR shall be reimbursed for expenses incurred related to those associations provided they have been approved by the DISTRICT.

#### **Section 16     DISABILITY.**

If the DIRECTOR is unable to perform the DIRECTOR's services by reason of illness or incapacity for a period of more than twenty-five (25) consecutive Business Days, the Board may appoint a temporary Executive Director as it deems necessary. Should DIRECTOR be permanently disabled or otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued leave, the Commission shall have the right to terminate this Agreement subject to the severance provisions in Section 9.

#### **Section 17     LIFE AND HEALTH INSURANCE.**

During the term of this Agreement, the DISTRICT shall provide life, medical, dental and other benefits for the DIRECTOR, under the DISTRICT's group life and health insurance policy, for the DIRECTOR and the DIRECTOR's spouse and children, on the same terms and conditions as for other DISTRICT employees.

#### **Section 18     FLORIDA RETIREMENT PROGRAM.**

During the term of this Agreement, the DISTRICT shall provide retirement benefits in accordance with the State of Florida's FRS at the Senior Management Services classification.

#### **Section 19     FLORIDA INLAND NAVIGATION DISTRICT PERSONNEL POLICIES AND PRACTICES.**

Unless otherwise specifically modified by this Agreement, the DIRECTOR shall be entitled to annual leave, sick leave, holidays and such other benefits as are granted generally to other employees of the District, in accordance with the District's adopted Employee Handbook as from time to time amended during the term hereof. DIRECTOR shall have the ability in her sole discretion to annually liquidate up to eighty hours of accrued Paid Time Off ("PTO") hours. This shall be in addition to any ability to liquidate PTO afforded all employees in accordance with the adopted DISTRICT's PTO policy as incorporated herein, and shall control over any contrary interpretation or provision, provided, however, that due to the nature of DIRECTOR's responsibilities as Executive Director, no combination of vacation, sick, leave or other days off shall be combined in such a manner that the DIRECTOR is absent from the DISTRICT's business premises in Palm Beach County for more than twenty (20) consecutive Business Days unless otherwise excused by



action of the Board.

## **Section 20      INDEMNIFICATION**

If allowed by law, the DISTRICT shall defend, hold harmless and indemnify DIRECTOR against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of DIRECTOR's duties as Executive Director. The DISTRICT will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. Said indemnification shall extend beyond termination of employment, and the otherwise expiration of this Agreement, to provide full and complete protection to DIRECTOR, by the DISTRICT, as described herein, for any acts undertaken or committed in her capacity as Executive Director, regardless of whether the notice or filing of a lawsuit for such tort, claim, demand, or other legal action occurs during or following DIRECTOR's employment with the DISTRICT. The foregoing indemnification shall not be construed as waiving the DISTRICT's sovereign immunity as set forth in Section 768.28, Florida Statutes.

## **Section 21      GENERAL TERMS AND CONDITIONS.**

If any provision or any portion thereof, contained in this Agreement is held by a court of competent jurisdiction to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

No modification or amendment to this Agreement shall be binding or effective unless in writing, executed by both Parties and approved by the Board of Commissioners of the DISTRICT.

This Agreement may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. No term, condition or covenant of this Agreement shall be binding on either party until both parties have signed it.

## **Section 22      NOTICES.**

Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and sent via electronic mail to the DIRECTOR, or in the case of the DISTRICT, to the DISTRICT Finance Director, or by registered mail to the last known residence in the case of the DIRECTOR, or, in the case of the DISTRICT, to its principal office.

## **Section 23      ENTIRE AGREEMENT.**

This instrument contains the entire agreement between the parties hereto and may not be modified except by subsequent written agreement signed by both parties. Each party has read and understands each and every provision contained in this Agreement and has had the opportunity to seek the advice and representation of independent counsel. This Agreement is agreed to be the joint work product of the parties and their counsel. Accordingly, no term or provision herein shall be more strictly construed against any one party on the legal basis that a contract should be

construed against the drafting party.

**Section 24 VENUE AND GOVERNING LAW.**

This Agreement shall be governed by and construed under the laws of the State of Florida, and venue for any litigation shall lie in Palm Beach County, Florida.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the date first above written.

DISTRICT:  
FLORIDA INLAND NAVIGATION  
DISTRICT

BY: \_\_\_\_\_

SPENCER CROWLEY, CHAIR

DIRECTOR:

\_\_\_\_\_  
JANET ZIMMERMAN

# **FLORIDA INLAND NAVIGATION DISTRICT**



## **Employee Handbook 02/21/15**

# EMPLOYEE HANDBOOK

## Florida Inland Navigation District

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### WELCOME

Dear Employee:

We are pleased you have chosen a public service career with the Florida Inland Navigation District. The health, safety, well-being and comfort of our citizens and waterway users is determined by your work performance.

As District employees, you must constantly strive to maintain a level of excellence in providing our services in the most efficient and economical manner possible. The District challenges you to approach your job to be the “best District employee” possible.

This Employee Handbook will greatly assist you in your employment. It contains District policies, employee benefits, rules and regulations and other information you will find informative and helpful. Each employee is responsible for reviewing and understanding the Employee Handbook. After review, the employee shall sign the last page of the Employee Handbook stating that they have read and understand the Employee Handbook. The signed statement will become a part of your personnel file.

Again, the District welcomes you as a member of the District’s “quality service team”. May your employment be an enjoyable and a rewarding experience.

#### FLORIDA INLAND NAVIGATION DISTRICT COMMISSIONERS:

Lynn Williams	Nassau County
Lynette Self	Duval County
J. Carl Blow	St. Johns County
Jon Netts	Flagler County
Susanne McCabe	Volusia County
Jerry H. Sansom	Brevard County
Paul U. Dritenbas	Indian River County
Don Donaldson	St. Lucie County
Donald Cuzzo	Martin County
Charles C. Isiminger	Palm Beach County
Tyler Chappell	Broward County
Spencer T. Crowley III	Miami-Dade County

# EMPLOYEE HANDBOOK

## Florida Inland Navigation District Commissioners

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## INTRODUCTION

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The District Board of Commissioners (Board) is committed to the principles of equal employment opportunity as a necessary element to all phases of employment activity, including, but not limited to, screening, recruitment, referral, selection, training, appointment, promotion, demotion and assignment of personnel, advertising, hiring, classification, discipline, lay off and termination, upgrading, transfer, leave practices, rates of pay, and fringe benefits. This commitment will be supported by positive practical efforts to insure fair employment opportunities at all job levels.

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

The District's philosophy includes the goal of maintaining a climate of positive employee relations while showing respect for the rights and dignity of all employees, as well as striving for employee satisfaction through merit compensation, comprehensive benefits and job security. The District will continually work to treat all employees fairly and as individuals.

  
Tyler Chappell  
CHAIRMAN  
FLORIDA INLAND NAVIGATION DISTRICT  
BOARD OF COMMISSIONERS

## MISSION OF THE FLORIDA INLAND NAVIGATION DISTRICT

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The Florida Inland Navigation District has two primary missions: (1) to perform the functions of the "local sponsor" of the Atlantic Intracoastal Waterway project and a portion of the Okeechobee Waterway project in Florida, both of which are State-sponsored Federal navigation projects, and (2) provide assistance to other governments to develop waterway access and improvement projects. As the local sponsor of the Waterway, the District provides all lands required for the navigation project including rights of way and lands for the management of dredged materials removed from the waterway channel during dredging activities.

# SECTION 1

## GENERAL PROVISIONS

---

### 1.01 PURPOSE

A. The Employee Handbook (Handbook) has been assembled by the Florida Inland Navigation District (hereinafter referred to as the "District") to give you important information about your job and benefits. It is intended as a guideline for both employees and the District. However, no written document can anticipate every situation that can occur. Because facts and circumstances may differ in any particular case, the District reserves the right to make all management decisions, as it deems best. The contents of this Handbook constitute only a summary of the employee benefits, personnel policies, and employment rules in effect at the time of publication. In the case of insurance, the current insurance documents control.

This Handbook should not be construed as creating an "employment contract" for any specific period or any other contractual rights or property interests. Although the District intends that the benefits, policies, and regulations outlined in this Handbook will generally remain in effect, it reserves the right at any time, with or without advance notice, to amend, curtail or terminate completely, employee benefits offered or to otherwise revise the policies and procedures outlined in this Handbook.

B. It is the intent of these policies to assure fair treatment of all of the District employees in all aspects of personnel administration. These policies shall be carried out without regard to an employee's political affiliation, race, color, creed, national origin, religion, marital status, disability/handicap, sexual orientation, pregnancy, age or sex or other characteristic protected by law.

C. It is the intent of the District to have a mutually beneficial relationship with each employee. Each employee should endeavor to improve their performance and skills to enable the District to offer quality service to the public and provide opportunities for advancement of employees.

D. If any section or subsection of this Handbook is found to be invalid by any court or agency of competent jurisdiction, the ruling shall not affect the validity of any other section.

### 1.02 POSITIONS COVERED

A. The policies set forth in this Handbook cover all District employees, but do not apply to members of District Board of Commissioners (Board); seasonal and temporary positions; employees loaned from other agencies; leased employees; and any other positions specifically designated as exempt from the provisions of this Handbook.

B. Personnel employed under the provisions of government programs or grants approved by the Board may be considered as non-covered positions. Methods of appointment, rights and benefits will be determined by the Board, unless otherwise specified by the governmental agreement.

C. The Board may authorize the extending of benefits to other positions when it is determined to be in the best interests of the District.

### **1.03 ADMINISTRATION**

The District Executive Director, or their designee, shall be responsible for the administration and direction of the District's personnel program. The Executive Director shall consult with the BOC Personnel Committee from time-to-time for Board input into personnel related issues. The Executive Director is responsible for the implementation of these personnel policies and may delegate authority for specific functions at his/her discretion. Unless otherwise stated, the Executive Director has the authority to execute all personnel actions authorized in these policies, subject to budgetary constraints and applicable federal, state, and local laws or administrative regulations.

### **1.04 AMENDMENTS**

A. The Board shall adopt policies, rules, regulations and changes as necessary for the administration of the personnel system.

B. Amendments, changes or revisions of the Handbook as approved by the Board shall be distributed to all District employees.

### **1.05 AT WILL EMPLOYMENT POLICY**

All employees serve at the pleasure of the District and no employee shall have any vested, contractual or property rights in his or her employment, or in the practices, procedures and benefits set forth in this Handbook except only by a specific written contract, or as required by law.

### **1.06 HANDBOOK IMPLEMENTATION AND DISTRIBUTION**

This Handbook and the policies set forth herein became effective upon their initial adoption by the District on 10/01/91, as revised on: 12/13/96; 1/22/99; 2/22/03; 8/15/03; 4/15/09; 4/14/11; and February 21, 2015.

The most recent version of these policies supersedes any previous District handbooks/human resource policies or unwritten policies.

Each new employee shall receive a copy of the Handbook upon employment and all current employees will have electronic access to all revisions. Employees are responsible for ensuring they have a current version of the Handbook, and for reading and understanding all personnel policies and revisions. The Executive Director is available to respond to any questions an employee may have regarding the Handbook.

## SECTION 2

### DEFINITION OF TERMS

---

Following is a non-exclusive list of terms used throughout this Handbook:

**Anniversary Date** - The date on which an employee begins employment and the same date in following years. This also is the date from which longevity, vacations and sick leave are computed. This not the same as the date utilized for salary increase or pay status change.

**Applicant** - Individual who has completed and submitted an application for employment with the District.

**Appeal** - An application for review of a disciplinary action submitted or instituted by an employee.

**At-Will** - Absent a specific written, executed contract to the contrary, all District employees are employed on an at-will basis, meaning that the District can terminate the employment of its employees, with or without notice, and with or without cause, at any time. Similarly, absent a specific written, executed contract to the contrary, District employees may resign their employment at any time, for any reason. At-will employment also means that District employees do not hold a contractual, vested or property interest in their employment.

**Board** – The District Board of Commissioners.

**Florida Inland Navigation District** – The governmental body chartered by the State of Florida.

**Class** - Group of positions which are sufficiently alike in essential duties and responsibilities to warrant the use of the same title, class descriptions and pay range.

**Class Title** - Title in the classification plan which describes the general nature of work of the position.

**Classification Date** - Date an employee entered, transferred, or was promoted to the current position.

**Employee Position Classification** - Official system of grouping positions into classes.

**Compensation** - The standard rates of pay which have been established for the respective classes of work, as set forth in the compensation plan.

**Compensation Plan** - The official schedule of pay assigning rates of pay to each class title.

**Continuous Service** - Employment which is uninterrupted except for authorized leaves of absence. Employees on unpaid leave shall not accrue any District benefits.

**Demotion** - Assignment of an employee from one class to another which has a lower maximum rate of pay.

**Dismissal/Termination** - Separation from the District.

**District** – The Florida Inland Navigation District.

**Executive Director** – Chief Executive Office appointed by and serving at the pleasure of the Board. Unless specified to the contrary, all authority granted to the Executive Director may be delegated to his/her designee.

**Exempt Status** - Employees who are in a professional, administrative, executive or other exempt category under the Fair Labor Standards Act and are not eligible for overtime pay. Each employee job description shall list the status (exempt or non-exempt) of the employee's position.

**Full-Time** - Position that requires an employee to work the full amount of hours scheduled (minimum 40 hours per week).

**Immediate Family** - Includes spouse, children, parent, grandmother, grandfather, brother, sister, grandchild of either employee or his/her spouse, legal guardian or a "step" family relationship. (This definition is for purposes of Sick Leave and Compassionate Leave only).

**Insubordination** - The unwillingness on the part of an employee to submit to the authority vested in the Executive Director (or their designee) and the Board as outlined in the Handbook.

**Job Description** - Written description of a job consisting of a title, a general statement of the essential job functions and the qualifications for the job. Job descriptions and classifications may be revised by the Executive Director.

**Layoff** - Reduction of the number of employees due to the lack of work, funds or other causes.

**Leave** - Approved type of absence from work as provided by these policies.

**May** - The word "May" shall be interpreted as permissive.

**Non-exempt Status** – Employees who are eligible for overtime for all hours worked over 40 hours per week in accordance with the Fair Labor Standards Act.

**Overtime** - Time worked in excess of 40 hours in any work period for those persons in a Non-exempt classification in accordance with the Fair Labor Standards Act. .

**Part-Time** - Position that requires the employee to work fewer hours than normally designated for others. Employees serve in an Exempt status.

**Pay Range** - Salary which is assigned to a classification title.

**Performance Evaluation** - A report relative to the job performance of employees made by the supervisor.

**Performance Pay Increase** - Increase in employee's compensation based on job performance.

**Position** - Groups of duties and responsibilities assigned and budgeted requiring the full time or part time employment of one (1) person.

**Promotion** - Assignment of an employee from one class to another which has a higher maximum rate of pay and/or greater job responsibilities.

**Regular Appointment** - Appointment to a regular position authorized to be filled.

**Relative** - Father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister.

**Resignation** - Act of voluntarily withdrawing from District employment.

**Retirement** - Whenever an employee meets the conditions set forth in the Retirement Plan regulations, the employee may elect to retire and receive all benefits earned under the Plan.

**Senior Management Service** – Those employees who are in the Senior Management Service as defined in chapter 60L, Florida Administrative Code and Authorized by the District Board.

**Sexual Harassment** - Unwelcome sexual advances of whatever nature, requests for sexual favors or other verbal or physical conduct of a sexual nature.

**Shall/Will** - These terms are interpreted as being mandatory.

**Suspension** - Relief from work without pay under the Handbook by their department head or other supervisor authorized to enforce disciplinary action.

**Temporary Employee** - An employee appointed for a special project or other work of a temporary or transitory nature. All will serve in a non-covered status and meet the education and experience requirements as established by the job description for the particular position and are not eligible for benefits described in the Handbook.

**Trainee** - Employee undergoing a training period to learn the job duties or to attain education or certification.

**Transfer** - Action in which the employee moves from one budgeted position to another with no resulting title change, or if a title change does take place, there is no change in the pay range.

**Work Day** - Scheduled number of hours an employee is required to work per day.

**Work Period** - Number of hours regularly scheduled to be worked during any seven (7) consecutive days.



## **SECTION 3**

### **STANDARDS OF CONDUCT**

---

#### **3.01 GENERAL POLICY**

A. The District has established a system of personnel management to assist in providing superior service to the community.

B. The District advocates the concept that the quality of public service can reach maximum efficiency through a Personnel Management System based on merit principles.

C. Employees are encouraged to develop skills and seek formal training that will enhance their personal development and add to the overall expertise of the organization.

D. It is the policy of the District to expect compliance from employees with all policies set forth in this Handbook, lawful directives from supervisors, work rules and policies not set forth in this Handbook, all state and federal laws, rules and regulations. Any employee who fails to meet these compliance standards will be disciplined up to and including employment termination.

#### **3.02 EQUAL EMPLOYMENT OPPORTUNITY**

A. The Equal Employment Opportunity (EEO) policy of the District provides for the equal opportunity before and during employment with the District for all applicants and employees regardless of political affiliation, race, color, creed, national origin, religion, marital status, disability/handicap, sexual orientation, pregnancy, age or sex or other characteristic protected by law.

B. The District's policy of equality of opportunity applies to all levels of employment in the District and to all job classifications under the jurisdiction of the Board. In addition, it is the responsibility of each supervisor to give the District's non-discrimination policy full support through leadership and by personal example. It is the duty of each employee to help maintain a work environment which is conducive to and which reflects the District's commitment to equal employment opportunity.

#### **3.03 DISABILITY POLICY STATEMENT**

The Americans with Disabilities Act (ADA), as amended, as well as state and local law, requires employers to reasonably accommodate qualified individuals with disabilities. It is the policy of the District to comply with all federal, state, and local laws/ordinances concerning the employment of persons with disabilities. The District prohibits any and all discrimination against a qualified individual with a disability with respect to application procedures, hiring, advancement, discharge, compensation, training, or other terms, conditions, and privileges of employment. A "disability" is defined as a physical or mental impairment that substantially limits one or more of the major life activities of an individual. A "disabled individual" is one who has such impairment, has a record of such impairment, or is

regarded as having such impairment. A “qualified person with a disability” means an individual with a disability who, with or without reasonable accommodation, can perform the essential functions of the position that the individual holds or for which he/she has applied.

The District also prohibits the exclusion or denial of equal jobs or benefits to, or other disparate treatment against, an employee because the employee has a family member with a disability.

The District will reasonably accommodate qualified individuals with a covered disability so they can perform the essential functions of the job. This provision does not require the District to extend reasonable accommodation to a non-disabled employee who has a family member with a disability. An individual who can be reasonably accommodated for a job, without undue hardship, will be given the same consideration for that position as any other applicant.

All medical information about an employee will be kept confidential, shared only on a need-to-know basis, and will be maintained in a separate location from the employee’s personnel file.

### **3.04 ANTI DISCRIMINATION/ANTI HARASSMENT POLICY**

#### **A. POLICY**

The District is committed to maintaining a work environment free of harassment whether such harassment is based on gender, race, color, creed, national origin, religion, marital status, disability/handicap, sexual orientation, pregnancy, age or other characteristic protected by law. The District will not tolerate the harassment of any of its employees, supervisors, co-workers, vendors, customers or anyone else. All personnel are responsible for maintaining a workplace that is free of harassment and intimidation. The District is committed to promptly and thoroughly investigating all complaints of harassment. If after a thorough investigation it is determined that harassment has occurred, immediate and appropriate disciplinary action, up to and including discharge, will be taken to end the harassment. Appropriate follow-up steps will be taken to ensure that the harassment has stopped.

#### **B. DEFINITION AND EXAMPLES OF SEXUAL HARASSMENT**

Unwelcome sexual advances, requests for sexual favors and any other physical, verbal or non-verbal conduct of a sexual nature constitute sexual harassment when a reasonable person would conclude that:

1. Submission to the conduct is an explicit or implicit term or condition of employment or continued employment; or,
2. Submission to or rejection of the conduct is used as a basis for employment decisions affecting an employee, such as promotion, demotion or evaluation; or,
3. The conduct has the purpose or effect of interfering with an employee’s work performance or creating an intimidating, hostile, or offensive work environment; and,
4. Sexual harassment may include, but is not limited to:
  - a) unwelcome sexual propositions;
  - b) sexual innuendos;

- c) sexually suggestive remarks;
- d) vulgar or sexually explicit comments, gestures or conduct;
- e) sexually oriented kidding, teasing, or practical jokes;
- g) the publication, to anyone, or documents (including pictures and text) in the workplace that contain any material that is of a sexual nature;
- h) using the computer to access any web site, news group, CD, DVD, flash drive or other removable media, or any other resource that contains material that is of a sexual nature.

Sexual harassment may occur regardless of whether the intended target of the conduct is offended, but where others reasonably find the conduct to be intimidating, hostile, or abusive.

### C. DEFINITIONS AND EXAMPLES OF OTHER FORMS OF HARASSMENT

Unlawful harassment is verbal or physical conduct that shows hostility or aversion toward an individual because of their race, color, religion, gender, national origin, age, marital status, or disability, or when an employee believes he or she is being subjected to a retaliatory hostile work environment, when it:

1. Has the purpose or effect of creating an intimidating, hostile, or offensive working environment;
2. Has the purpose or effect of unreasonably interfering with an individual's work performance; or creating an intimidating, hostile or offensive environment;
3. Otherwise adversely affects an individual's employment opportunities; or,
4. Unlawful harassment includes, but is not limited to, the following:
  - a) epithets, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to race, color, religion, gender, national origin, age, marital status, or disability; and,
  - b) written or graphic material that shows hostility toward an individual or group because of race, color, religion, gender, national origin, age, marital status, or disability and that is placed on walls, bulletin boards, or elsewhere on the District's premises, or circulated in the workplace. This also includes acts that purports to, or are meant to be, "jokes" or "pranks", but that are hostile or demeaning, such as hate mail, threats, defaced photographs, or other such conduct.

### D. PREVENTION AND REPORTING OF HARASSMENT IN THE WORKPLACE

All personnel are responsible for maintaining a workplace that is free of harassment and intimidation. If any person experiences or witnesses harassment in the workplace, they have an affirmative obligation to report such conduct in accordance with Section (E) below.

If, after an investigation is conducted, it is determined that the harassment has occurred, and it is determined that any employee(s) failed to fulfill their affirmative obligation to report such conduct, such a failure may be grounds for discipline.

### E. COMPLAINT AND INVESTIGATION PROCEDURES

#### 1. **Initial Complaint**

Any employee who believes he/she has been the subject of sexual or other harassment must report the alleged act **immediately** to the Executive Director. If reporting the alleged

conduct to the Executive Director is impossible or impractical, the alleged act must be immediately reported to the District's attorney or the Chair of the Personnel Committee. Employees are not expected to report harassment to the person they believe is harassing them.

## 2. Confidentiality and Timeliness

All complaints will be handled in a timely manner and will be held in confidence to the extent possible unless doing so violates state, federal or local law. The purpose of this provision is to protect the confidentiality of the employee who files the complaint, to encourage the reporting of any incidents of harassment, to protect the integrity of the District's investigation and to protect the reputation of any employee wrongfully charged with harassment.

## 3. Nature of Investigation

To provide for a prompt resolution of harassment complaints, the Executive Director shall identify one person or a team to conduct an investigation into the complaint. If the Executive Director is involved in the harassment complaint the Chairman of the Personnel Committee shall identify one person or a team to conduct an investigation into the complaint. Investigation of a complaint will normally include conferring with the parties involved and any named or apparent witnesses. **All persons who participate in such an investigation shall be protected from coercion, intimidation, retaliation, interference or discrimination for filing a complaint or participating in an investigation.** The investigation may include taking sworn statements from all parties and reviewing any documentary evidence. The Board hereby designates that the Executive Director and the Chair of the Personnel Committee (as applicable) shall have the authority to retain outside professional services to conduct the investigation if necessary.

## 4. Conclusion of Investigation

Employees shall be given an impartial and fair determination. If, after a thorough investigation, it is determined that harassment has occurred, immediate and appropriate disciplinary action up to and including discharge will be taken to end the harassment. If, after a thorough investigation, it is determined that an intentional false charge was filed by an employee about another, immediate and appropriate disciplinary action, up to and including discharge, may be taken. The Executive Director or their designee will inform the complainant of the resolution of the inquiry upon its completion. If the Executive Director is involved in the harassment complaint the Chair of Personnel Committee will inform the complainant. Appropriate follow-up steps will be taken to ensure that the harassment has stopped.

### 3.05 CONFLICT OF INTEREST AND CODE OF ETHICS

A. All employees are subject to the Public Records Law and the Code of Ethics for Public Officers and Employees. Each employee receives a copy of the code upon initial hire and thereafter at the beginning of each calendar year. Employees are required to familiarize themselves with the provisions of the code.

B. Employees who may be in a position to influence actions and decisions regarding the

District's administration shall refrain from relationships which may adversely affect the exercise of their independent judgment in dealing with suppliers.

C. An outside personal or business economic relationship which affords present or future financial benefits to an employee, their family, or individuals with whom he/she has business or financial ties may be a conflict of interest requiring evaluation by the Executive Director or, for the Executive Director, the Board.

D. An employee having an outside personal economic relationship under the conditions specified above shall file a sworn statement to this effect with the Executive Director or, for the Executive Director, the Board.

E. If the employee is in doubt as to whether a conflict of interest exists, it is that employee's responsibility to seek clarification from the Executive Director.

F. The Executive Director or the Board (as applicable) shall determine whether a relationship could cause a potential conflict of interest in accordance with, but not limited to, Chapter 112 of the Florida Statutes entitled "Public Employees - Code of Ethics".

G. Employee acceptance of loans, advances, gifts, gratuities, favors or entertainment from a supplier, bidder or other party doing business with the District is improper.

H. It is improper for any employee to use their position with the District to obtain or attempt to obtain any special preferences, privileges or exemptions for himself/herself or for others.

I. No employee shall disclose confidential information gained by reason of their official position, nor shall the employee use such information for personal gain or benefit.

### **3.06 POLITICAL ACTIVITY**

A. District employees shall not use their official authority or influence for the purpose of interfering with an election or a nomination for office, for influencing another person's vote, or affecting the result thereof.

B. No employee, official, or other person shall solicit orally, by letter or be in any other manner concerned in obtaining any assessments, contributions, or services for any political party from any employee during their hours of duty, service or work with the District.

C. Nothing herein contained shall be construed to restrict the right of the employee to hold membership in and support a political party, to vote as they choose, to express opinions on all political subjects and candidates, to maintain political neutrality, to attend political meetings after working hours, or to campaign actively during off-duty hours in all areas of political activity.

D. Any employee who qualifies as a candidate or accepts appointment to the District Board of Commissioners must resign from District employment immediately upon qualifying or accepting such appointment or as otherwise provided by State Statutes dealing with elections.

### **3.07 EMPLOYMENT OF RELATIVES**

The District will not permit, consistent with the Florida Code of Ethics, the employment of a relative in positions in which either family member would be supervised by or supervising, influenced by or influencing the activities or employment conditions of the other. This criterion will also apply when assigning, transferring or promoting an employee. Any employee currently employed by the District in a position which would be in violation of this provision is hereby exempted. (Refer to the definition of "Relative" in Section 2).

### **3.08 OUTSIDE EMPLOYMENT**

A. Employees are discouraged but **not** restricted from engaging in other employment during their **off-duty** hours. However, District employment shall be considered the primary employment. No employee may engage in outside employment which would interfere with the interest of the District as defined under Section 3.04.

B. Employees of the District shall not engage in any employment activity or enterprise which has been or may be determined to be inconsistent, incompatible, or in conflict with their duties, functions or responsibilities of their department.

C. No employee(s) shall hold any other position in governmental or private employment or as an independent contractor when such other position may have the effect of reducing the efficiency or productivity of such employment in the District's service or generally interfere with the work of the District. Employees holding other positions cannot solicit or advertise or take calls concerning their other employment during employment hours at the District.

D. Employees sustaining injuries while engaged in outside employment are ineligible to receive benefits under the District's Workers' Compensation as a result of disability resulting from the outside employment.

E. Equipment, facilities, vehicles or property of the District shall not be used by employees for outside employment.

F. An employee wishing to engage in any outside employment or business association shall first obtain written approval from the Executive Director on an official form. Failure to comply with this policy may result in disciplinary action.

G. Final approval of outside employment is subject to review and approval by the Executive Director. It is further understood that approval may be canceled at any time by the Executive Director upon written notice to the employee.

H. In the event the Executive Director makes a request to engage in outside employment or business association, he or she must first obtain written approval from the Chair of the Board, who will notify the full Board.

### **3.09 SOLICITATION AND DISTRIBUTION**

A. Employee contributions to charitable organizations are voluntary. Coercion of an

employee to make contributions will not be permitted.

B. Employees are prohibited from conducting or promoting private business for gain during duty hours or within any District building.

C. Employees are prohibited from soliciting any other District employee on behalf of any organization, including labor unions, labor organization or employee organizations during the working hours of any employee who is involved in the solicitation.

### **3.10 USE OF DISTRICT PROPERTY**

Employees shall not use District property, equipment or vehicles except in the performance of official duty, nor permit their use by an unauthorized person, either on or off duty. Some employees will be occasionally allowed to use vehicles to and from work by permission of the Executive Director.

## SECTION 4

### EMPLOYMENT POLICIES

---

#### 4.01 APPOINTING AUTHORITY

The Board has the authority of appointment and removal of the Executive Director and Assistant Executive Director.

#### 4.02 POSITION CONTROL

All positions in the District are established and maintained through a personnel budget each fiscal year. The establishment of new or additional positions can be authorized by the Board subject to adequate justification on need and availability of funds.

#### 4.03 TYPES OF APPOINTMENTS

- A. **Full-Time** - Employees who work full time (minimum forty (40) hours a week).
- B. **Seasonal** - Employees appointed in the same manner and subject to the same procedure as regular employees except that they will be laid off at the close of the season for which they were appointed.
- C. **Regularly Scheduled Part-Time** – Work periods of less than forty (40) hours per week.
- D. **Temporary** - Positions (whether part-time, full-time or hourly) that are anticipated for special projects, grants or programs and one of an unspecified, but limited duration.
- E. **Trainee** - Employees who do not meet the minimum qualification of the position. The length of training is at the discretion of the District.

#### 4.04 APPLICATION PROCEDURES

A. The Executive Director will select the best qualified applicant. The Executive Director has the authority for making the decision as to which applicant will be hired after considering all job related factors in the hiring process.

B. All job offers will be made by the Executive Director as the designated representative of the Board.

C. When a vacancy has been filled, the remaining Employment Applications become inactive after one year.

D. As part of the pre-employment procedure, the District may conduct a background check which includes references provided by applicants or reference sources.



#### **4.05 PROCESSING OF APPLICATIONS**

A. The Executive Director or his designee will review and consider all applications for employment filed. The Executive Director may approve or disapprove applicants for employment taking into consideration the requirements of the position to be filled, the applicant and their qualifications and the interests of the District.

B. Applications for employment will be maintained in a centralized location to be designated by the Executive Director.

C. The Executive Director may reject an application which indicates that the applicant does not possess one or more of the requirements as specified in the announcement and job description.

D. All job offers will be conditional upon the applicant:

1. Passing a physical examination performed and evaluated by the District's designated physician.

2. Taking a drug screening test as part of their physical examination if required for the specific position.

3. Presenting a valid Social Security card.

4. Present proof of:

- a. Education, if required by the position

- b. Date of birth

- c. Identity and employment authorization to work in the United States.

- d. Separation from the Armed Forces, if appropriate

5. Be subject to a background investigation, if required by the position, prior to our offer of employment being made.

6. Present a valid Florida Driver's License or Commercial Driver's License, where required by the position.

#### **4.06 HOURS OF WORK**

A. The Executive Director shall establish hours of work in accordance with the needs of the District and the public.

B. Lunch periods will be scheduled at the discretion of the Executive Director.

#### **4.07 OVERTIME AND COMPENSATORY TIME**

A. Employees will be required to work beyond their predetermined hours when requested. Non-exempt employees who work in excess of forty (40) hours per week shall receive time

and one-half their regular rate of pay for all hours worked in excess of forty (40) hours per week.

B. Non-exempt employees may not work more than forty (40) hours per week without authorization from the Executive Director.

C. Positions designated as Exempt are not subject to overtime provisions of the FLSA. Exempt employees are expected to work outside of and in excess of their normal working hours.

D. Sick leave, funeral leave, jury duty, holidays, vacation, annual military leave, and any other absence from work while on pay status will not be counted as time worked for overtime computations.

E. All overtime must have the prior approval of the Executive Director.

#### **4.08 ATTENDANCE**

A. Employees are expected to report for duty at the scheduled time.

B. Unreported absence of three consecutive work days may be considered as an abandonment of the position and termination of employment.

#### **4.09 PERFORMANCE EVALUATIONS**

Performance evaluation is a process whereby the employee and their supervisor assess the degree to which job-related skills have been demonstrated. While review and evaluation of performance is ongoing and such things as defining and communicating job requirements, providing frequent and accurate feedback and monitoring performance occur on a day-to-day basis, the formal review provides a comprehensive documentation of all aspects of an employee's performance over a defined period of time.

The initial performance evaluation for new employees occurs after the first six months. Thereafter, performance evaluations are conducted annually based on the fiscal year of the District.

At the beginning of each evaluation period, the supervisor and the employee shall jointly decide on work performance levels to be achieved by the employee. A copy of the agreed upon work performance levels will be maintained by the employee, the supervisor and a copy shall be kept in the employee's personnel file.

At the end of the evaluation period, a written evaluation will be completed and signed by the supervisor using an evaluation form which will be provided to the employee in advance of the evaluation. The employee will receive a copy of the evaluation as completed by the supervisor and may add written comments. The employee will sign the evaluation indicating that he/she has read it and has received a copy of it. The supervisor will sign the employee's comments indicating that he/she has read them.

The evaluation and the employee's comments will become a permanent part of the employee's personnel record.

#### **4.10 EMPLOYEE TRAINING**

The District may establish and develop educational and training programs for employees. The purpose of such programs is to increase operational efficiency and to assist employees in preparing themselves for positions of increasing difficulty and responsibility. Employee training shall occur during regular work hours, unless pre-approved by the Executive Director.

#### **4.11 DRUG AND/OR ALCOHOL USE/CONSUMPTION**

A. The sale, use, manufacture, distribution, acceptance, possession or being under the influence of alcohol or controlled substance (per Florida Law; e.g. heroin, LSD, barbiturates, amphetamines, marijuana, cocaine, etc.) on District compensated work time, on District property, or in/on any District building, facility, or equipment may result in disciplinary action, up to, and including, termination.

B. If it is determined, or there is reasonable belief or less than probable cause, but more than mere suspicion that, as a result of drug and/or alcohol use/consumption, the employee's work performance, work habits, etc. begin to decline, or there is a concern for the safety of the employee, other employees, or the public at large; or, the employee, upon reporting to work or while at work appears to be under the influence of alcohol or a controlled substance (as previously defined), the Executive Director may implement one or more of the following:

1. The affected employee will immediately be relieved of duty.
2. The affected employee shall be sent to the District's choice of physician for a medical examination and/or appropriate drug screening.
3. The affected employee may be placed on paid leave or leave without pay until such time as other action is determined to be in the best interest of the District or;
4. The affected employee may be subject to disciplinary action, up to and including termination

C. The affected employee may receive supervisory counseling and may be encouraged/required to participate in a treatment program as a condition of continued employment.

## SECTION 5

### HOLIDAYS

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#### 5.01 DAYS OBSERVED

A. The following and any other days which the District Board of Commissioners may declare are District holidays. They shall be granted with pay to all eligible employees:

1. New Year's Day	January 1
2. Martin Luther King, Jr.'s Birthday	January 17 (observance varies)
3. Memorial Day	Last Monday in May
4. Independence Day	July 4
5. Labor Day	First Monday in September
6. Veteran's Day	November 11
7. Thanksgiving Day	Fourth Thursday in November
8. Friday after Thanksgiving	Fourth Friday in November
9. Christmas Day	December 25
10. Personal Day	Employee's Birthday *

*\* The employee shall take the personal holiday on a date that is mutually acceptable to the employee and the Executive Director, generally within one month prior to the employee's birthday, or two months thereafter.*

B. Generally, for employees working a forty (40) hour work week, when a holiday falls on a Saturday, the preceding Friday shall be observed as the official holiday for that year. When a holiday falls on a Sunday, the following Monday shall be observed as the official holiday.

C. The Executive Director will determine when the District will be closed in observance of a holiday.

D. Holidays will not be counted as time worked for overtime computations.

#### 5.02 ELIGIBILITY FOR HOLIDAY PAY

A. All full-time regular employees assigned to a forty (40) hour work week will receive 1 day off with pay for each of the holidays earned (see 5.03 for work on holiday).

B. Part-time, Seasonal or temporary employees are not eligible for holiday pay.

C. An employee must be on "active pay status" (see definition) on the regularly scheduled working day immediately prior to a holiday and the regularly scheduled working day immediately following a holiday in order to qualify for the holiday time.

### **5.03 HOLIDAY ON WORK DAY**

Non-exempt employees assigned to a forty (40) hour work week who have been approved to work on the observed holiday will be paid the overtime rate of time and one-half. Exempt employees ASSIGNED to work on a holiday by the Executive Director or the Board will receive eight (8) hours of annual leave to be utilized as regular annual leave time.

### **5.04 HOLIDAY ON LEAVE DAY**

A. For employees on a forty (40) hour work week, holidays which occur during annual leave shall be charged to holiday leave and not to annual leave.

B. When a holiday falls within a period of leave of absence without pay, the employee shall not be paid for the holiday.

C. For employees on a forty (40) hour work week, if a holiday falls on the employee's normal day off, the employee will receive regular pay for the holiday.

## SECTION 6

### ANNUAL LEAVE VACATION

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#### 6.01 ELIGIBILITY AND RATE OF ACCRUAL

##### A. Forty (40) HOUR EMPLOYEES

Each regular full-time employee who is scheduled to work a forty (40) hour work week will accrue annual leave (vacation) with pay on the following basis:

CONTINUOUS EMPLOYMENT	ANNUAL LEAVE
1-4 Years	13.0 hours/month
5-9 Years	15.166 hours/month
10 Years and over	17.333 hours/month

B. Employees begin earning annual leave time on their date of employment.

C. Annual leave is computed on the employment anniversary date for each employee. Annual leave will accrue during the year on a prorated basis.

D. Annual leave may be used after 90 days of continuous employment with the pre-approval of the Executive Director.

E. Annual leave will accrue only when an employee is on an active pay status.

#### 6.02 PART TIME EMPLOYEES

Part time employees working more than twenty (20) hours per week earn annual leave at an accrual rate equal to the proportion of hours worked to full time (40 hours). For example, a part time employee working 30 hours per week would earn  $\frac{3}{4}$  the annual leave depicted in the appropriate category above as compared to a full time employee in the same category.

#### 6.03 CHARGING LEAVE

A. Annual leave will be charged in hourly increments of no less than one half hour.

B. For forty (40) hour employees, holidays which occur during the period selected for annual leave shall be charged against holiday leave and not to annual leave.

For the purposes of determining overtime payments, vacation hours shall not be counted as time worked.

#### 6.04 REQUEST FOR LEAVE

A. Annual leave may be taken only after written approval by the Executive Director or his designee. Employees will arrange vacation schedules and re-allocate duties on such a basis as to cause minimum interference with normal functions and operations of the District.

Each employee may carry forward a maximum of 240 hours of annual leave that he/she has earned. Any annual leave in excess of the 240 hours will be cancelled and the employee shall have the option to either:

1. Be paid in cash for one-half ( $\frac{1}{2}$ ) of all such cancelled hours at the employee's regular hourly rate of pay; or
2. Convert all such cancelled hours to sick leave credits to be added to the employee's accrual of unused sick leave credits.

#### **6.05 SENIOR MANAGEMENT SERVICE**

Senior Management Service employees shall be credited with 240 hours annual leave on each anniversary date of appointment to the Senior Management Service. Senior Management Service employees should make every effort to ensure that earned leave is used on a current yearly basis in order to experience proper rest and relaxation. By following this practice, Senior Management Service employees will not normally accrue annual leave in excess of that earned each year. In unusual circumstances, however, a Senior Management Service employee may be unable to use annual leave on a current basis and in such cases, a Senior Management Service employee may accrue annual leave credits up to a maximum of 480 hours. However, when a Senior Management Service employee's annual leave credits earned are in excess of 480 hours on each anniversary date of appointment to the Senior Management Service, all such accrued annual leave in excess of 480 hours shall be cancelled and the employee shall have the option to:

Convert all such cancelled hours to sick leave credits to be added to the employee's accrual of unused sick leave credits.

#### **6.06 USE**

Annual leave may be granted for the following purposes:

- A. Vacation.
- B. Absences for transacting personal business which cannot be conducted during off-duty hours.
- C. Religious holidays other than those designated by the District as official holidays.
- D. For uncovered portions of absences due to medical reasons once sick leave has been exhausted.
- E. For uncovered portions of absences due to death of a person other than a member of the employee's immediate family.
- F. Any scheduled absence from work not covered by other types of leave provisions established by these policies.

## **6.07 PAYMENT FOR UNUSED ANNUAL LEAVE**

A. When termination occurs, employees will be compensated for annual leave accumulated for the nearest whole month employed at the current straight time hourly rate.

B. Employees having less than six (6) months of service will not be paid for any accumulated annual leave time.

C. The employee's official separation date shall be the last day of active employment and shall not be extended due to payment for unused annual leave.

D. In the following situations, payment shall be made for unused annual leave.

1. Layoff.
2. Retirement
3. Death payment shall be made to the spouse or family as provided in Florida Statutes, Chapter 232.15.
4. Upon positive termination, an employee will be paid for their accrued annual leave, up to a maximum accrued credits of 240 hours for Exempt and Non-exempt employees.



## SECTION 7

### SICK LEAVE

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#### 7.01 ELIGIBILITY AND RATE OF ACCRUAL (EXEMPT AND NON-EXEMPT)

- A. Each employee will accrue paid sick leave on the following basis:

<u>WORK WEEK</u>	<u>MONTHLY SICK LEAVE</u>
40 hours	4 hours

(This amount is not credited for the first partial month of employment if it is less than fifteen (15) days.)

- B. Seasonal, temporary or part-time employees will not accrue sick leave.
- C. Sick leave may be taken as earned.
- D. Sick leave will not be granted in advance of accrual.
- E. Sick leave will not be considered as time worked for overtime computation.
- F. Sick leave will continue to accrue during periods of absence when the employee is on an active pay status.
- G. Abuse of sick leave or the sick leave policies will be grounds for the Executive Director initiating disciplinary action against the employee.

#### 7.02 CHARGING LEAVE

- A. Sick leave will be charged in hourly increments of no less than one hour.
- B. Should a holiday occur during sick leave, the holiday shall be charged to holiday leave.

#### 7.03 REQUEST FOR LEAVE

- A. To receive compensation while absent on sick leave, the employee shall notify their immediate supervisor prior to the scheduled reporting time, giving the reason for the absence in accordance with department regulations. This provision may be waived by the Executive Director if the employee submits evidence that it was impossible to give such notification.
- B. The Executive Director shall determine to his/her satisfaction that the employee is actually too ill to be expected to work. Unless the supervisor can determine that fact from his or her observation or in another way, the supervisor can initiate the following steps:
1. Require the employee to certify that the absence was for reasons which are allowed within this policy.

2. After three (3) consecutive days of sick leave the supervisor may request a certificate to verify the illness of the employee on sick leave.

C. After ten (10) consecutive days of absence the employee could be required to submit to the District a medical certification from the attending physician before any additional sick leave is used by the employee. If the employee continues to be absent, the supervisor may require further medical certification for each thirty (30) consecutive days of absence, unless the supervisor determines that the employee is hospitalized and unable to return to work. Any medical certification from the physician must state that the employee is unable to perform the assigned duties if sick leave is to be authorized by the supervisor.

D. If any of the medical certifications are not acceptable, the supervisor may require the employee to submit to a medical examination by a physician authorized by the District, at the District's expense.

1. If the employee is determined to be fit for work, the Executive Director shall not approve further use of sick leave.
2. If the employee's health is determined as unfit for work, the employee shall be allowed to use his/her accrued sick leave until the sick leave has been exhausted, or until the employee is able to return to work, whichever comes first.
3. If the employee is unable to return to work after all sick leave has been exhausted, the employee may be allowed to use any accrued annual leave before being placed on leave of absence without pay.

E. The Executive Director may request a doctor's certificate prior to any employee's return to work from sick leave.

F. An employee who refuses to comply with these policies will not be eligible to use accrued sick leave and will be subject to disciplinary action.

#### **7.04 USE**

Sick leave may be granted for the following purposes:

- A. Personal injury, pregnancy or illness of the employee.
- B. Paternity Leave.
- C. Medical, dental, optical or chiropractic examination or treatment when it is not possible to arrange the appointment for off-duty hours.
- D. Exposure to contagious disease which would endanger others as determined by a physician.
- E. Illness of a member of the employee's immediate family which requires the personal care and attention of the employee. (Please see definition of immediate family in Section 2).

F. Up to four (4) days sick leave for personal reasons, other than the employee's sickness or disability.

G. Unpaid medical leave.

#### **7.05 ACCRUED LEAVE**

Up to 480 hours of sick leave may be accumulated by an employee. All hours accumulated in excess of this cap will be lost by September 30<sup>th</sup> of each year.

#### **7.06 UNUSED SICK LEAVE**

When an employee separates in good standing from the District after five years or more of creditable service, he or she may be paid 25% of unused sick days, not to exceed 240.0 hours. When an employee separates in good standing after ten years of service, he or she may be paid 25% of the unused sick days not to exceed 480.0 hours.

#### **7.07 SENIOR MANAGEMENT SERVICE**

Senior Management Service employees shall be credited with 120 hours of sick leave on each anniversary day of appointment to the Senior Management Service. Up to 480 hours of sick leave may be accumulated by a Senior Management Service employee, however, all hours accumulated in excess of this cap will be lost by employees if not used by each anniversary date of the employees appointment to Senior Management Service.

## **SECTION 8**

### **MISCELLANEOUS LEAVES**

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#### **8.01 COMPASSIONATE LEAVE**

- A. All regular full-time employees shall be granted up to a maximum of 3 consecutive work days of compassionate leave upon approval of the Executive Director in the event of death in the immediate family. (See definition of immediate family, Section 2).
- B. The employee may be required to provide the Executive Director with proof of death in the immediate family before compensation is approved.
- C. If additional time off is necessary to attend a funeral of a member of the immediate family, annual leave or sick leave can be used.
- D. If the employee wishes to attend the funeral of someone outside their immediate family, annual leave or leave without pay may be granted by the Executive Director.

#### **8.02 COURT LEAVE**

- A. Regular full-time employees attending court as a witness on behalf of the District or for jury duty during their normal working hours shall receive pay at their regular rate for the hours they attend court. This time shall be charged as leave with pay.
- B. Employees who become plaintiffs or defendants in personal litigation are not eligible for Court Leave with pay. Annual Leave or Leave Without Pay may be granted by the Executive Director.
- C. Employees who attend court for only a portion of a regularly scheduled work day are expected to report to work when excused or released by the court.
- D. Employees required to attend court as a witness on behalf of the District and who are on a scheduled vacation may be allowed to take additional leave with pay for that court time.
- E. Employees required to attend court as a witness on behalf of the District during their off-duty hours or day off shall receive up to eight (8) hours of straight time pay for the hours served.
- F. Employees scheduled on a forty (40) hour work week required to attend court as a witness for the District during their authorized holiday will receive pay for the holiday in addition to the pay received for the time spent in court.
- G. Time spent in court is the actual time required to report, as scheduled in writing on the subpoena, until released by the judge or other officer of the court.
- H. All court attendance must be verified before an employee is compensated.

### **8.03 CONFERENCE LEAVE**

An employee may be granted leave with pay to attend professional and technical institutes, conferences, or other meetings which contribute to the effectiveness of the employee's service. All such leave and travel expenses will be subject to the written approval of the Executive Director.

### **8.04 MILITARY LEAVE**

A. A regular full-time employee who is a member of the United States Armed Forces Reserve or Florida National Guard shall, upon presentation of a copy of the employee's official orders or appropriate military certification, be entitled to leave as required by law during periods in which the employee is engaged in annual field training or other active duty.

B. Such leave will be provided in accordance with state and federal law.

C. A copy of the official orders or appropriate military certification shall be filed in the employee's personnel file.

D. The employee's request must be given to the Executive Director or designee at least ten (10) days in advance of the scheduled date of departure for leave.

E. Any regular full-time employee who is a member of an Armed Forces Reserve Unit or the National Guard shall be excused from work without pay to attend evening or week-end military training if the scheduled training conflicts with the employee's work schedule. Evidence of membership in the applicable organization shall be provided to the Executive Director.

F. Any regular full-time employee who is a member of an Armed Forces Reserve Unit or the National Guard and who is ordered to active duty to fulfill their primary or emergency military obligation, will be granted a military leave of absence in accordance with state and federal law.

G. Any regular full-time employee who enlists or is inducted into the armed services for active duty, shall be granted a military leave of absence without pay for the initial period of enlistment. All monies due the employee shall be paid at the time of their leaving the District's employment to enter active military service.

H. Upon termination from active military service, an employee who wishes to return to the District's employment shall contact the Executive Director or his designee in writing within ninety (90) days from the date of military discharge.

I. An employee shall not be considered for reinstatement by the District if he/she received a dishonorable discharge or voluntarily re-enlisted in the military service beyond their initial military obligation. An employee requesting reinstatement with the District shall submit to a medical examination similar to the one utilized for applicants for employment.

J. An employee returning to the District's employment will start a salary that he/she would have received, including all adjustments, had the employee remained continuously in the service of the District instead of entering the armed services.

K. If the position vacated by an employee who entered the military service was reclassified or re-titled during their period of military service, the employee will be entitled to be reinstated in the new or revised position, unless the employee is not capable of satisfactorily performing the essential functions of the position. If the former position has been abolished or if he/she is incapable of satisfactorily performing the duties, the employee shall be entitled to reinstatement in a position as nearly comparable as possible in salary and duties to the position he/she vacated, providing that a vacancy exists.

## **8.05 EDUCATIONAL LEAVE**

Reimbursement of educational expenses for tuition for an employee who is attending a State College or University for career related purposes must be pre-approved by the Executive Director when within his authority, or the Board if in excess of the Executive Director's Authority, and may be paid only if the employee completes the course with a passing grade of C or higher.

## **8.06 LEAVE WITHOUT PAY**

A. The decision to grant a leave without pay (leave of absence) for up to 90 days will be at the discretion of the Executive Director.

B. The following provisions apply to leave without pay:

1. An employee granted a leave of absence must keep the District informed of their current activity and current address.

2. An employee who obtains either part time or full time employment elsewhere while on an authorized leave of absence is required to notify the District in writing within three (3) days of accepting such employment.

3. Failure to comply with all of the policy requirements will result in the employee being dropped from leave of absence status, in which case he/she must return to duty or be discharged.

4. Any employee granted a leave of absence shall contact the District at least two (2) weeks prior to the expiration of the leave in order to facilitate the reinstatement process.

5. Failure to return to work at the expiration of the leave shall be considered as a resignation.

6. Sick leave, annual leave or holiday leave will not be earned by an employee for the time that the employee is on leave without pay.

C. An authorized leave without pay shall not constitute a break in service, but the time will not be credited toward retirement.

D. Employees-wishing to continue their insurance coverage must pay the full premiums associates with such coverage.

E. When the employee returns from the leave of absence, the District will return the employee to their former position or similar position.

#### **8.07 WORKERS' COMPENSATION LEAVE**

A. Payment of Workers' Compensation Benefits to employees who sustain a work related injury or illness as defined by law, will be compensated in accordance with the Florida Workers' Compensation Law.

#### **8.08 MATERNITY LEAVE**

A. Federal guidelines on discrimination because of sex provide that absence due to maternity related reasons be considered and treated as a temporary disability. Disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom is, for all job-related purposes, temporary disability. The sick leave plan shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as it is applied to other temporary disabilities.

B. Maternity leave is a period of approved absence for incapacitation related to pregnancy and confinement. Maternity leave may be charged to sick leave or to any combination of sick leave, annual leave and leave of absence without pay.

C. The time when a pregnant woman should return to work will be determined on an individual basis and will generally depend on the physical nature of the work, the needs of the District and the results of professional medical guidance. Under normal circumstances the maternity leave period would be a maximum of 90 days.

D. An employee will be allowed to continue working so long as the conditions of the pregnancy do not adversely impair her work performance or health as determined by the District with physician and employee input.

E. The employee returning from maternity leave will be treated as other employees returning from leave without pay in Section 8.06.

#### **8.09 UNPAID MEDICAL LEAVE**

Approval for unpaid medical leave is required when an employee's absence due to non-job related illness or injury exceeds three working days after all personal/sick leave and vacation have been used. Medical leave not to exceed twelve (12) weeks duration may be granted at the discretion of the Executive Director. Medical leave with reinstatement is subject to the needs of the District.

## **SECTION 9**

### **SEPARATIONS**

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#### **9.01 DISCHARGE/DISMISSAL**

- A. All employees serve at the will of the District and can be terminated at any time with or without cause, for any reason at any time at the discretion of the Executive Director, except that the Assistant Executive Director is governed by Section 4.01.
- B. The Executive Director's discretion to terminate an employee is not subject to any appeal within the District's organization.
- C. Subject to availability of funds and approval by the Executive Director, separation pay may be provided in accordance with Section 9.06 below.

#### **9.02 ELIMINATION OF POSITION/REDUCTION IN FORCE**

The District may from time to time choose or be required to eliminate a position or effectuate a reduction in force because of budgetary constraints, reorganization, or other circumstances.

Subject to availability of funds and approval by the Executive Director, separation pay may be provided in accordance with Section 9.06 below.

#### **9.03 RESIGNATION**

- A. An employee voluntarily leaves the employment of the District.
- B. An employee wishing to resign in good standing shall file with the District a written resignation, stating the date and reason for leaving. The notice must be given two (2) weeks prior to the date of separation. Failure to comply with this provision may be cause of denying the employee re-employment or compensation as outlined with this handbook.
- C. Unauthorized absence from work for a period of three (3) consecutive days may be considered a resignation.
- D. Subject to availability of funds and approval by the Executive Director, separation pay may be provided in accordance with Section 9.06 below.

#### **9.04 RETIREMENT**

- A. A procedure whereby an employee is separated from the District service.
- B. Retirement regulations and benefits will conform to the provisions of the Florida Retirement System in effect.
- C. Subject to availability of funds and approval by the Executive Director, separation



pay may be provided in accordance with Section 9.06 below.

#### **9.05 EXIT INTERVIEW**

A. It is the desire of the District to determine why employees leave the District Service. An exit interview program may be established and administered to determine the causes of and possible solutions for turnover within the workforce.

#### **9.06 SEPARATION PAY**

The District may, but undertakes no legal obligation to, provide separation pay to employees who leave employment. When offered, such pay will only be provided upon the employee's agreement to execute a separation agreement provided by the District. The District will adhere to the requirements of state and federal law in providing separation pay and requiring a separation agreement including, but not limited to Section 215.425, Florida Statutes.

## **SECTION 10**

### **SAFETY**

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#### **10.01 ACCIDENT PREVENTION**

All employees are responsible for a successful safety program, and will participate in the development, implementation and improvement of this program. All employees must have a continuing concern with all possible safety and operational economies. Inadequate safety training, improper equipment handling and neglect can increase costs, cause accidents and reduce productivity. Safety performance and adherence to safety rules will be considered in the employee's performance evaluation.

#### **10.02 ACCIDENT REPORTING**

A. Employees are hereby advised of their responsibility to immediately report to the Executive Director or his designee all injuries or damage to property that occur on the job. Delay in reporting injury can cause complication of the injury and delayed recovery. Failure to report an injury or accident within the specified period of time to the District will be cause for disciplinary action and/or including employment termination.

B. Accident reports must be submitted by the injured employee within 24 hours after the date of the accident or the report of the injury or damage to property. If the accident occurs over a holiday or weekend, the accident report should then be submitted within 24 hours from the time the work period starts after the weekend or holiday. This applies to industrial accidents and first aid injuries, as well as to injuries resulting from vehicular accidents involving District vehicles. A vehicular accident report will be submitted. If an employee is injured, a report of injury to employee will also be required.

C. In the case of vehicular accidents, the appropriate law enforcement agency shall be notified immediately.

#### **10.03 WORKER'S COMPENSATION**

The District adheres to the requirements of the Florida State Workers' Compensation Law. All District employees are required to provide notice of a known or suspected workplace injury immediately and no later than 24 hours from the date of injury. Such reports shall be made to the Executive Director. Failure to provide immediate notice of an injury may result in the imposition of discipline up to and including discharge.

#### **10.04 DISTRACTED DRIVING**

Traffic crashes are among the leading causes of death and injuries. Because the District is committed to establishing and following practices that make working here safer, and because the District values the safety and well-being of all employees of the District, we are instituting a distraction-free driving policy to promote safe driving habits. It is generally accepted that using a cell phone while driving increases the risk of a crash up to four (4) times, and texting increases crash risk up to twenty-three (23) times. District employees

must refrain from using PDAs and cell phones, either hand-held or hands-free, while operating a motor vehicle. District employees must not initiate or respond to phone calls, read or respond to text messages or emails while driving a passenger or commercial vehicle. District employees who need to make an emergency call while on the road must first park the vehicle in a safe location. Failure to follow company policy and refrain from talking on the phone, texting or emailing while driving on the job may result in disciplinary action up to and including employment termination.

# SECTION 11

## EMPLOYEE GRIEVANCE PROCEDURE

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### 11.01 PURPOSE

This grievance procedure is established to provide an appropriate opportunity for District employees to bring to the attention of management complaints, grievances or situations that the employee feels need consideration. It is the intent and desire of the District to adjust complaints or grievances informally and both management and employees are expected to make every effort to resolve problems as they arise. However, it is recognized that there will be grievances which will be resolved only after discussion and review. The submission of a grievance by an employee shall in no way adversely affect the employee or their employment with the District. Discharge/Dismissals are not subject to the grievance procedure.

### 11.02 DEFINITION OF A GRIEVANCE

A. A grievance is a complaint pertaining to employment conditions, to relationships between employees and supervisors, or to relationships with other employees.

Only regular full-time employees are eligible to file grievances under this procedure. Grievances are unacceptable if filed by one employee for another or for groups of employees.

B. This grievance procedure does not apply to complaints of discrimination, harassment or retaliation. All complaints relating to these issues must be reported in accordance with Section 3 of this Handbook.

### 11.03 PROCEDURE

#### STEP 1

The aggrieved employee shall, within five (5) working days of the incident, submit their complaint in writing to the Executive Director, with a copy being provided to the District's attorney.

The Executive Director will endeavor to make a decision and notify the employee within two (2) working days after the receipt of the written complaint. A copy of the Executive Director's proposed resolution of the complaint shall be provided to the District's attorney.

#### STEP 2

If the aggrieved employee feels that the matter has not been settled or adjusted to their satisfaction by the Executive Director, the employee may submit the matter in writing to the Chair of the District's Personnel Committee within three (3) working days after the Step 1 response was given. A copy of the complaint shall be provided to the District's attorney. The Chair of the District's Personnel Committee may provide a proposed resolution within five (5) working days of receipt of the complaint, or schedule the complaint for consideration by

the Personnel Committee, for recommendation to the full Board.

### STEP 3

The Full Board shall schedule a meeting with the concerned employee and the Executive Director, and others at its discretion at the next regularly scheduled Board meeting, and render a decision in writing within five (5) working days of the meeting.

### STEP 4

The final decision of the District in this grievance procedure shall be final and binding on the parties.

## **11.04 GENERAL PROVISIONS**

A. The time limits of this grievance procedure may be extended by the Executive Director due to illness, vacations, business trips, emergencies, or other reasons. If an extension is required, the employee will be notified. Similarly, if the employee requires an extension to submit or advance a grievance or appeal a decision, the employee shall notify the Executive Director. He/she shall determine if an extension is warranted and/or authorized under the circumstances.

B. Any grievance shall be considered settled at the completion of any step, unless it is appealed within the time limits set forth.

C. Employees may utilize this grievance procedure without fear of retribution.

D. The time limits as set forth in this grievance procedure for the Executive Director's response shall remain the same for all employees regardless of the work week or scheduled hours per week.

E. If the response time limits fall on the employee's day off, the reply by the Executive Director shall be given to the employee on their next scheduled workday.

## **SECTION 12**

### **MISCELLANEOUS RULES AND BENEFITS**

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#### **12.01 VEHICLES**

Some employees, because of the nature of their work, may utilize and are responsible for a District vehicle which may be driven to and from work to conduct official business. The District vehicle shall NOT be used for personal pleasure or private business. The purpose of this policy is to enable the employee in question to conduct regular District work or respond to emergency conditions promptly. Abuse of this policy may result in a withdrawal of the use of the vehicle and appropriate disciplinary action, up to and including employment termination.

#### **12.02 RETIREMENT PLAN**

The District participates in the State of Florida Retirement pension plan for all qualified employees to guarantee a monthly life income after their retirement. Details of the plan are available online or in the District's office.

#### **12.03 UNEMPLOYMENT COMPENSATION**

The District is registered with the State of Florida Bureau of Unemployment Compensation. Terminated employees who file a claim and are determined qualified under the Florida Unemployment Compensation Law may be eligible to receive unemployment compensation benefits.

#### **12.04 INSURANCE BENEFITS**

Hospitalization and medical insurance are available for all eligible employees. Details are available upon request from the District's office.

#### **12.05 DEDUCTIONS**

Federal Withholding and Social Security are deducted from pay checks in accordance with law. Any other deductions, including group insurance, United Way and recognized charities are made only by written request of the employee.

## **SECTION 13**

### **EMPLOYEE POSITION CLASSIFICATION**

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#### **13.01 PURPOSE**

Employee Position Classification provides a systematic arrangement, assessment and inventory of District positions. Position classification shall be useful in determining the employee's job position and responsibilities, as well as comparing their responsibilities and compensation to similar positions outside of the District.

#### **13.02 USES**

Employee Position Classification will be used to:

- A. Standardize salary ranges to be paid for the various classes of work.
- B. Establish lines of promotion and career ladders.
- C. Assist in developing employee training programs.
- D. Provide uniform job terminology.

#### **13.03 CONTENT**

Employee Position Classification consists of:

- A. A grouping of positions into classes on the basis of approximately equal difficulty and responsibility, which require the same general qualifications and which can be equitably compensated within the same pay grade.
- B. A class title, indicative of the work of the class, which shall be used on all personnel, accounting, budget and related official records.
- C. Written job descriptions for each approved classification containing the general description of the work and essential job functions found in the class. Included are requirements of the class, setting forth the knowledge, abilities and skills required for performance of the work and the training and experience needed for the job.

#### **13.04 ADMINISTRATION AND MAINTENANCE**

- A. The Executive Director or their designee is charged with the review and classification of employee positions so that it will reflect the duties performed by each employee and the class to which each position is allocated.
- B. It should be the responsibility of the Executive Director to have the nature of employee positions examined as they are created or evolve, to have them allocated to an existing class, or to create new classes.

C. The Executive Director may institute changes in the Employee Classifications as are made necessary by changes in the duties and responsibilities of existing positions, or by a change or reorganization of the District personnel.

D. The Executive Director will periodically review employee Classifications and recommend appropriate changes in position allocations or in the employee's job responsibilities or duties.

### **13.05 ALLOCATION OF POSITIONS**

A. Whenever a new position is established or duties of an old position are changed, the Executive Director shall prepare and submit a comprehensive position description describing the proposed duties of the position.

B. The Executive Director shall study or have a study conducted to analyze the duties of a position, assign the position to an existing class or establish a new class. A Fair Labor Standards Act classification will also be established.

### **13.06 POSITION REVIEWS**

A. The Executive Director or their designee is charged with the responsibility of having position reviews made of positions where needed.

B. Position information may be gained through completion of a Job Description Questionnaire by the incumbent employee (or by the supervisor of the position if the position is vacant) and may include an on-site study of the position. A personal interview may be conducted to clarify areas of work and to gain additional information.

### **13.07 RECLASSIFICATION**

A. When a position is officially assigned more difficult and significant additional responsibilities and duties so that it appears that the position warrants reallocation to a higher pay grade, a study may be made of the duties and responsibilities of the position.

B. If it is determined that the position should be reallocated to a higher level classification, the District may require that the incumbent undergo a job-related test depending on the conditions of the reclassification and the nature of the position to be reclassified.

C. Should the employee fail the job related test or for some other valid reason is not selected to fill the vacancy, the employee shall remain in their current position.



## **SECTION 14**

### **SALARY SCHEDULES**

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#### **14.01 PURPOSE**

The Salary Schedules are directly related to the Employee Position Classification and provide the basis of compensation for District employees. The Salary Schedule is constructed to reflect the following:

- A. Relative difficulty and responsibility existing among the various classes of work within positions of the District.
- B. Prevailing rates of pay for similar types of work in the labor market where the District recruits for employees.
- C. Availability of applicants to fill positions.
- D. Economic conditions in the area.
- E. Financial policies and philosophies of the District.

#### **14.02 USES**

The Salary Schedules are used to place new employees at a salary level, to reward employees for job performance, to develop incentives for employees, and to improve employee productivity and quality of work. They are also used to attract and retain high-caliber staff.

#### **14.03 CONTENT**

The Salary Schedules consist of salary ranges and a minimum and maximum compensation attached to the ranges.

#### **14.04 AMENDMENT AND MAINTENANCE**

Amendments to the Salary Schedules should be considered when changes in the availability of labor supply, competitive rates of pay, the Board's financial condition and policies or other pertinent economic considerations warrant such action.

#### **14.05 HIRING RATE**

- A. The minimum salary established for a position is considered the normal hiring rate for new employees.
- B. An Executive Director who has been given authority by the District to fill a position could request that the prospective employee be hired at up to 10% above the minimum hiring rate, if the District's budget allows for this.

C. The Executive Director should document the reasons in writing and submit the request to the Board or designee.

D. The Executive Director or their designee should analyze the request, taking into account the impact on salaries of other District employees, pay grade, pay rate and job classification, as well as other factors regarding pay.

#### **14.06 PERFORMANCE SALARY INCREASES**

A. Salary increases may be provided by the District Board. Performance salary increases are not automatic, but are to be earned based upon job performance. Evidence of satisfactory service or above should be reflected in the employee's formal performance evaluation prior to approval of a pay increase, in accordance with established procedures.

B. The Executive Director or their designee is responsible for accurate and prompt submission of employee performance evaluation reports, in accordance with established procedures.

C. Employees will be eligible for consideration for performance salary increases annually until the maximum salary for the pay grade is reached. Specific dates and amounts provided for performance pay consideration may be established by the Board each fiscal year depending on the availability of funds for salary increases.

#### **14.07 PROMOTION AND RECLASSIFICATION**

##### **A. Salary Increase Upon Promotion**

1. An employee shall be promoted when the employee is moved from a position in one class to a position in a different class having a higher pay grade, or if the employee's position is reclassified from one class to a different class having a higher pay grade.
2. An employee being promoted will receive either an increase in salary to the minimum of the new pay grade or five percent (5%), whichever is greater.
3. The promoted employee will receive a new anniversary date for classification purposes to reflect the date of the promotional increase. Upon successful employment the employee may be eligible for consideration for a salary increase one year or more from the date of the new classification date.

##### **B. Reclassification (upgrade)**

A reclassification or upgrade is the reclassifying and advancement of an employee from one classification to another in a higher pay grade. A reclassified employee shall receive the same increase in pay as shown under 14.07A.

1. Adjustments to Salary Schedules: In instances where the overall Salary Schedules are adjusted or where the pay ranges of total classes are adjusted, the method of implementation will be established by the Board.

2. Reduction in Grade: A reduction in grade is the assignment of an employee to a position in a job classification with a lower pay grade than their current position. An employee who is reduced in grade will have their salary determined on an individual basis by the Executive Director or their designee.

#### **14.08 ANNIVERSARY DATES**

There are two types of Anniversary Dates considered by the Board to establish employment longevity and salary increases.

##### **A. Employment Anniversary Date**

The date on which the employee begins employment with the District and the same date in the following years. This is also the date from which longevity, vacations and sick leave are computed. (This date is not the same as the one utilized for salary increases or pay status change).

##### **B. Classification Date**

The date an employee entered, transferred or was promoted to the current position. This is the date from which length of service with the District in a classification is computed for determination of order of layoff and eligibility for performance increases.

## **SECTION 15**

### **RECORDS AND REPORTS**

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#### **15.01 RESPONSIBILITY**

The Executive Director or designated employee is responsible for establishing and maintaining personnel records for all District employees.

#### **15.02 RECORDS**

A. All personnel records and all other records and materials relating to the administration of the Personnel Management System shall be considered the property of the District. The Executive Director will decide issues relating to the use, maintenance and disposition of such records and material, and as to whether or not any information contained therein may be disclosed, in accordance with prevailing laws.

B. Employees should be aware of the importance of keeping their personnel records current. This means notifying the Executive Director or their designee of any change of telephone number, change of beneficiary, number of dependents, marriage or any change not previously reported. This is the responsibility of the employee and failure to comply may result in a loss of employee benefits.

C. The Executive Director should be informed of any special training courses completed by an employee. Copies of diplomas or certificates should be forwarded to the Executive Director or their designee to become a permanent addition to the employee's personnel file.

D. Employees may respond in writing to stigmatizing information placed in a personnel file.

#### **15.03 RECORDS RETENTION AND DISPOSITION**

The District will keep personnel information and other records in accordance with applicable State statutes concerning records retention.

## SECTION 16

### INTERNET/COMPUTER USE POLICY

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#### 16.01 PURPOSE

Provide an efficient, cost effective, secure and standardized procedure for District officials and employees to access the Internet.

#### 16.02 POLICY

The resources available to the District employees from Internet services and e-mail will be used to further the goals and objectives of the District. The Executive Director or designee will have the responsibility and authority to approve the posting of information on behalf of the District on the Internet to meet the following goals and objectives:

##### A. BUSINESS DEVELOPMENT

The District's presence in the World Wide Web/Internet will provide information to current and potential residents that will favorably market the District for the purposes of business development.

##### B. POLICY DEVELOPMENT AND DECISION MAKING

The use of the Internet for e-mail and other news services will provide employees with electronic access to research material, technical and professional information. This immediate access to information, ranging from local to international, will allow more informed decision-making.

##### C. CONSERVATION EFFORTS

The use of the Internet for data gathering and research can reduce the consumption of paper and fossil fuels and reduce traffic congestion, by allowing employees to gather information electronically.

##### D. SERVICE DELIVERY

The District's infrastructure and access to the Internet will be used to provide service of highest quality to others, provide efficient, cost effective communications, and promote and facilitate innovation in providing services and information to the Community.

#### 16.03 AUTHORIZED USE

This policy applies to use of the Internet utilizing the District authorized ID thereby covering the employee's representation of the District. In general, the District employees have an obligation to use their access to the Internet in a responsible and informed way, conforming to network etiquette, customers and courtesies, and representing the District in a positive manner. Use of the Internet by the District employees constitutes acknowledgment of this

policy. Employees are further required to sign a copy of this policy prior to Internet access and comply with provisions included in this policy, as well as those in other policies that relate to the topics included.

Prohibited use of the Internet includes, but is not limited to, the following:

- Threats
- Harassment
- Slander
- Defamation
- Obscene or suggestive images or offensive graphical images
- Political endorsement
- Commercial activities
- Using non-business software including games or entertainment software
- Activities resulting in, or relating to, personal gain or for profit enterprise.

#### A. PERFORMANCE OF JOB RESPONSIBILITIES

Employees should use the Internet to accomplish job responsibilities more effectively and for business and work-related communication only. Examples of job related responsibilities are: accessing external databases, searching online public access information, disseminating documents to individuals or groups, participating in electronic mail discussion groups of job related topics, and gaining access to software user support information.

#### B. PROFESSIONAL DEVELOPMENT

The Internet may be used to pursue professional and career development goals. Examples of appropriate use include: communicating with members of work-related professional organizations, collaborating on articles and other writing, reviewing information on professional or career development topics.

#### C. PRIVACY AND CONFIDENTIAL INFORMATION

Employees shall keep their password confidential (with the following exception), changing passwords when necessary to ensure confidentiality. All employee passwords and password changes shall be provided to the Executive Director or their designee, who shall maintain a master list in confidentiality for emergency purposes. Employees must discontinue their Internet connection when leaving their PC. Employees will have no expectation of privacy in both sending and receiving electronic messages and information on the Internet, or in any other aspect of their use of the District's computer resources. Employees on the Internet will respect the privacy of other users and will not intentionally seek information on, obtain copies of, or modify files, other data or passwords belonging to other users, or represent themselves as another user. Internet e-mail is not necessarily a secure communication network, and privileged information sent via the Internet could potentially be read by others. Employees must follow the District's policies and procedures regarding the distribution of confidential District information.

#### D. COPYRIGHT LAWS

Employees must comply with copyright and licensing laws for materials, software, and other media. In addition, employees should obtain appropriate approval prior to making

information available via Internet services or e-mail.

E. SECURITY

Employees are prohibited from developing programs that harass other users or infiltrate a computer or computing system or that damage or alter software components of a computer or computing system. Employees aware of security breaches or problems are required to notify the Executive Director immediately.

F. LAWFULNESS

Transmitting any material in violation of any US, State or local laws, ordinances, regulations or policies is prohibited. This policy prohibits unlawful or inappropriate communications, including but not limited to: sexually, racially, or ethnically offensive comments, jokes, slurs, disparagement of, or threats to others.

G. VIRUS PROTECTION

The District shall ensure virus protection is installed on all employees' PCs who have Internet access. Employees shall at all times maintain active virus detection software in their PCS. All downloaded files regardless of the source shall be virus scanned and any suspicious e-mail shall be deleted from the PC without opening the file(s).

H. MISUSE OF E-MAIL SERVICE

Employees shall not distribute chain letters or "junk" mails (any unsolicited mail of a business, personal or commercial nature, additionally known as "Spam") or engage in "Ponzi" or "pyramid" schemes.

**16.04 VIOLATION OF THE POLICY**

Violation of this Policy may result in termination of access to the Internet, and may also result in disciplinary or legal action up to and including termination of employment, and/or criminal or civil penalties or other legal action against the employee.

**EMPLOYEE HANDBOOK ACKNOWLEDGEMENT SIGNATURE FORM****Florida Inland Navigation District Board of Commissioners**

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I, the undersigned, hereby acknowledge that I have received, read and understand the contents of the Employee Handbook of the Florida Inland Navigation District (District). I also acknowledge that I have had an opportunity to ask any questions on any or all of the policies and regulations contained therein. I understand that the District can, as its sole discretion, modify, change, add, or delete anything within the Employee handbook. Furthermore, I understand that I am an “at will” employee and serve at the discretion and will of the District. I agree and understand that I am to adhere and obey these policies set forth and adopted by the District’s Board of Commissioners on 02/21/15.

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Employee Signature

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Date

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Employee Printed Name