GSP INTERNATIONAL AIRPORT
ROGER MILLIKEN FIELD

GSP COMMISSION MEETING

September 21, 2026

AGENDA

Greenville-Spartanburg Airport Commission Regular Meeting
Greenville-Spartanburg International Airport Commission Boardroom
Monday, September 21, 2026
9:00 a.m.

***NOTE TO ALL PUBLIC ATTENDEES:**

The public may speak on any item on the agenda. There are request cards located outside the public seating area. These cards must be completed and presented to the Recording Secretary before the meeting is called to order. Your comments will be heard prior to the Airport Commission's discussion. Individuals and/or Representatives of a single company shall have up to 5 minutes in total to address the Airport Commission. The Airport Commission shall limit public comments to a total of 30 minutes during the meeting. Thank you for your attention.

I. CALL TO ORDER:

II. CONSENT AGENDA:

A. Approval of the Greenville-Spartanburg Airport July 13, 2026 Regular Meeting Minutes (document)
B. Approval of the Greenville-Spartanburg Airport Commission Meeting Dates and Times for Calendar Year 2026 (document)

III. PRESENTATIONS:

A. Annual State of the Industry Update (document)

IV. OLD BUSINESS: None

V. NEW BUSINESS:

A. Approval of Final Rankings for Retail and Coffee/Snacks Concessions Agreement (document)
B. Approval of a Budget Amendment to the RW 4/22 Rehabilitation Project (document)
C. Approval of a Budget Amendment to the Microgrid Project (document)
D. Approval of Revisions to the Greenville-Spartanburg Airport District Administrative Policies and Procedures (document)

E. Approval of Revisions to the Greenville-Spartanburg Airport District Human Resources Policies and Procedures (document)
F. Approval of Revisions to the Greenville-Spartanburg Airport District Rules and Regulations (document)
G. Approval of Revisions to the Greenville-Spartanburg Airport District Minimum Standards for Commercial Aeronautical Service Providers (document)

VI. PRESIDENT/CEO REPORT:

A. Aviation Industry Update
B. Federal and State Legislative Update
C. Financial Dashboard Update

VII. INFORMATION SECTION:
(Staff presentations will not be made on these items. Staff will be available to address any questions the Commission may have.)

A. July 2026 – Traffic Report (document)
B. July 2026 – Financial Report (document)
C. August 2026 – Development/Project Status Report (document)
D. August 2026 – Communications Status Report & Marketing Event Summary (document)
E. August 2026 – Commercial Business Report (document)
F. August 2026 – OSHA Recordable Injury Report (document)
G. August 2026 – Information Technology Status Report (document)

VIII. COMMISSION MEMBER REPORTS

IX. EXECUTIVE SESSION:

The Airport Commission may hold an Executive Session for the purpose of receiving legal advice on various matters.

X. ADJOURNMENT

This agenda of the Greenville-Spartanburg Airport Commission is provided as a matter of convenience to the public. It is not the official agenda. Although every effort is made to provide complete and accurate information to this agenda, The Airport Commission does not warrant or guarantee its accuracy or completeness for any purpose. The agenda is subject to change before or at the Airport Commission meeting.

GREENVILLE-SPARTANBURG AIRPORT COMMISSION

MINUTES

July 13, 2026

The Greenville-Spartanburg Airport Commission met on July 13, 2026, at 9:00 a.m. in the Greenville-Spartanburg District Office Board Room located at 500 Aviation Parkway Greer, South Carolina 29651. The public and media were given proper notice of this meeting, under applicable law. This was a regular, non-emergency meeting.

MEMBERS PRESENT: Doug Smith, Leland Burch, Minor Shaw, Valerie Miller, Jay Beeson, Hunter Cuthbertson

MEMBERS NOT PRESENT: None

STAFF AND LEGAL COUNSEL PRESENT: Kevin Howell, President/CEO; Betty O. Temple, WBD; Cody Bauman, VP/COO; Thomas Brooks, Vice President/CFO; Kelly Dawsey, Vice President/CHRO; Deven Judd, Vice President/CCO; Zach Salvato, Vice President/CIO; Tom Tyra, Vice President/CMCO; Kent Bontrager, Vice President/CPDO; Craig Boozer, Director of Finance; Janice Simpson, Grants Administrator; Casey Cooperman, Recording Secretary

GUESTS PRESENT: Jon McCalmont, Parrish & Partners; John Mafera, McFarland Johnson; Bastianelli, McFarland Johnson; Ross Payton, Corgan; Brian Albers, Corgan; Jonathan Thrasher, S+ME; Matt Irwin, Messer Construction; Kevin Schaffner, LS3P; Jay Street, The Budd Group; Kevin Wrigley, The Budd Group

CALL TO ORDER: Chair Doug Smith called the meeting to order at 9:02 a.m.

CONSENT AGENDA: A motion was made, seconded, and a unanimous vote was received to approve the Consent Agenda as follows:

A. Approval of the Greenville-Spartanburg Airport May 11, 2026 Regular Meeting Minutes

PRESENTATIONS:

A. GSP Terminal Expansion Project Definition Plan (PDP) Update
   John Mafera with McFarland Johnson presented an update on the Terminal Expansion Project Definition Plan, outlining the continued progress of the terminal planning study and key design criteria for the upcoming multi-phase program. The Commission was briefed on long-term activity forecasts showing a sustained 5% annual growth rate, with passenger volumes projected to reach approximately 4 million by 2045 and eventual demand approaching 8 million. Capacity constraints are expected to emerge as early as

2030 for baggage handling systems and by 2035 for gate availability, reinforcing the need for a strategic terminal expansion.

The proposed terminal expansion includes increasing Concourse B to 11 gates, enhancing circulation pathways, expanding concession spaces, and constructing a new customs and international arrivals facility. Updated floor plan concepts were shared, showing widened circulation, a redesigned corner node, additional restrooms, and a folded roof form to maximize daylighting throughout the concourse. Renderings illustrated both upper-level concourse improvements and the lower-level FIS layout, along with new swing-gate flexibility for international operations.

A four-phase construction approach was outlined, beginning with the baggage system and North Bag Claim in 2029, followed by enabling work, central utility plant (CUP) expansion, and Concourse B breezeway renovation in 2031, the major Concourse B expansion by 2033, and the FIS buildout and associated improvements in 2034. Total program costs are estimated at approximately $530 million across all phases. Staff also reviewed ongoing work to finalize FAA/AIP/PFC grant-funding eligibility, noting the importance of maximizing eligible square footage, as well as the development of a virtual-reality environment to help commissioners experience the proposed concourse design.

OLD BUSINESS: None

NEW BUSINESS:

A. Approval of Final Rankings of the Professional Architectural/ Engineering (A/E) Services for Commercial Terminal Area Expansion Program

Kent Bontrager, VP/Chief Planning & Development Officer, presented the request for approval of final rankings for the Architectural/Engineering (A/E) Services for the Commercial Terminal Expansion Program. Mr. Bontrager described the comprehensive RFQ process, which began in preparation for Phase 1 design of the terminal expansion. Ten firms submitted qualifications, and four were shortlisted for interviews and presentations: Corgan, Gensler, AECOM, and Alliiance.

Following detailed evaluation, staff recommended the final rankings as follows:

1. Corgan
2. Gensler
3. AECOM
4. Alliiance

Kent Bontrager respectfully requested that the Airport Commission resolve to (1) approve the final rankings for A/E Services as presented above; (2) authorize Staff to negotiate and finalize agreements with the highest ranked firm (if acceptable agreements cannot be reached with the highest ranked firm, negotiations will be formally terminated and will then proceed with the next ranked firm and so forth); (3) if a design team change is necessary at any time during the Terminal Program, authorize staff to negotiate a contract with the next highest ranked firm per the approved final rankings; and (4) authorize the President/CEO to execute all necessary documents.

A motion was made by Vice Chair Leland Burch, seconded by Commissioner Miller, and approved.

Approval of Final Rankings for Distributed Antenna System (DAS) Provider

Zach Salvato, Vice President/CIO, presented the request for approval of the final rankings for the Distributed Antenna System (DAS) Provider. He outlined the critical need for reliable cellular connectivity across the terminal and airside areas, as identified in the Information Technology Master Plan. The procurement process emphasized end-to-end DAS implementation, strong carrier negotiation capabilities, transparent financial modeling, robust operations and maintenance support, and risk mitigation aligned with public-sector expectations.

After a comprehensive evaluation of proposals and presentations, staff recommended the following final rankings:

1. Boingo LLC
2. AFL Enterprise Services Inc
3. Boldyn Networks US IV LLC

Zach Salvato respectfully requested that the Airport Commission resolve to:
Approve the final rankings for the Distributed Antenna System (DAS) Provider as presented; Authorize Staff to negotiate and finalize an agreement with the highest-ranked firm (and proceed to the next ranked firm if mutually acceptable terms cannot be reached); and Authorize the President/CEO to execute all necessary documents.

A motion was made by Vice Chair Leland Burch, seconded by Commissioner Valerie Miller. The motion was approved by the Commission with Commissioner Cuthbertson abstaining.

PRESIDENT/CEO REPORT:

Aviation Industry Update

Kevin Howell reported that May passenger traffic increased 4.3%. Load factors declined slightly due to higher seat capacity, with August seats projected up 6% and fall schedules showing a 15–16% increase, reflecting strong airline confidence in the GSP market. Airlines continue prioritizing yield over fare reductions, maintaining spring fare increases. Delta posted record Q2 revenues of $7.7B driven by premium cabin sales. Southwest, American and United quarterly calls are expected in the next couple weeks.

Federal & State Legislative Update

The State continues operating under a continuing resolution, with no current budget allocation for commercial airports. Homestead exemption debates remain a major obstacle. GSP and other airports are coordinating ahead of next year's legislative session, including discussion of a potential Air Service Incentive Fund.

Operational Updates

Kevin recognized Tim Juul as ACI-NA Concessions Person of the Year and noted strong ASQ results. The commercial fueling team achieved a rare Net Promoter Score of 100. Air Service Development meetings at JumpStart continued in June.

The runway rehabilitation project will include weekend closures on September 11 and 18, with July night closures supporting prep work. Contingency plans are in place for weather impacts, GA repositioning, university football traffic, and the National Speakers of the House conference. The project includes $25M in congressional support from Senator Lindsey Graham's office.

The microgrid project is progressing with Garage B roof closures and there has been no FAA update yet on the tower contract.

Financial Update

Thomas Brooks, Vice President/CFO, presented the District's financial update, including FYTD operating revenues and expenses, gross margin, cost per enplanement, airline revenues, investment and fund balances, debt position, and a brief update on capital improvement program spending.

COMMISSIONER'S REPORT: None

EXECUTIVE SESSION

The Chair noted that no executive session would be held.

ADJOURNMENT

There being no further business, Commissioner Beeson moved to adjourn. The motion was seconded by Vice-Chair Burch and carried unanimously. The meeting was adjourned at approximately 10:23 a.m. The next regular, non-emergency Commission meeting is scheduled for September 21, 2026.

SIGNATURE OF PREPARER:

Casey Cooperman

GSP INTERNATIONAL AIRPORT
ROGER MILLIKEN FIELD

MEMORANDUM

TO: Members of the Airport Commission

FROM: Kevin E. Howell, President/CEO

DATE: September 21, 2026

ITEM DESCRIPTION – Consent Agenda Item B

Approval of the Greenville-Spartanburg Airport Commission Meeting Dates and Times for Calendar Year 2027

BACKGROUND

During Calendar Year 2026, the Airport Commission scheduled regular Commission meetings every other month.

ISSUES

Staff attempted to schedule the regular Airport Commission meetings the 2nd Monday of every other month at 9:00 a.m. for Calendar Year 2026. Due to schedule conflicts, Staff was unable to schedule all of the meetings on the 2nd Monday of the month.

Staff recommends scheduling the 2027 Commission meetings on the following dates:

- Monday, January 25
- Monday, March 8
- Monday, May 10
- Monday, July 12
- Monday, September 13
- Monday, November 8

The GSP Commission Meetings are scheduled to begin at 9:00 a.m.

ALTERNATIVES

None

FISCAL IMPACT

None

RECOMMENDED ACTION

It is respectfully requested that the Airport Commission approve the Greenville-Spartanburg Airport Commission Meeting Dates and Times for Calendar Year 2026 as presented.

GSP INTERNATIONAL AIRPORT
ROGER MILLIKEN FIELD

MEMORANDUM

TO: Members of the Airport Commission

FROM: Kevin E. Howell, President/CEO

DATE: September 21, 2026

ITEM DESCRIPTION – Presentation Item A

Annual State of the Industry Update

BACKGROUND

Dr. Steve Van Beek from the Steer Group will give the Commission a general update on where the aviation industry stands today. As in past years, he'll cover the big national trends and show how Greenville-Spartanburg International Airport compares to similar airports around the country and in our region. His update is expected to cover things like passenger traffic, airline service and capacity changes, air cargo, rising costs, and new developments in policy and technology. The goal is to give the Commission helpful context for its strategic discussions and to go along with the District's performance results.

MEMORANDUM

TO: Members of the Airport Commission

FROM: Deven Judd, VP/Chief Commercial Officer

DATE: January 13, 2026

ITEM DESCRIPTION – New Business Item A

Approval of Final Rankings for Retail and Coffee/Snacks Concessions Agreement.

BACKGROUND

The Greenville-Spartanburg Airport District (District) recently solicited proposals for a Retail, Coffee, Snacks Concessions agreement to design, construct and operate seven spaces within the terminal building at the Greenville-Spartanburg International Airport.

The selected Concessions Developer/Operator will be under contract beginning October 29, 2026, for a 10-year term.

Five (5) proposals were received in response to the RFP from the companies listed below.

1. Faber, Coe & Gregg of Florida, Inc.
2. Hudson by Avolta
3. NewsLink
4. Paradies-Lagardere @ GSP 2026-HYB, LLC
5. William Bori

An Evaluation Committee including staff from Commercial Business, Finance, Operations and the Executive Team evaluated proposals based on the RFP criteria. The final ranking below is recommended based on the evaluation criteria.

ISSUES

In accordance with administrative policy, Staff conducted the RFP solicitation process and is making a recommendation of final rankings to the Commission. Additionally, Commission approval is required for multi-year service agreements or service contracts that extend beyond the annual budget approval.

The recommended final approval for a Retail, Coffee, Snacks Concessions Management Agreement is:

1. Paradies-Lagardere @ GSP 2026-HYB, LLC
2. Faber, Coe & Gregg of Florida, Inc.
3. NewsLink

Upon approval of the final rankings, Staff will attempt to finalize an agreement with the highest ranked company. In the event an agreement cannot be reached with the highest ranked company, Staff will formally terminate the negotiations and proceed to negotiate with the next highest ranked company and so forth until an agreement is reached.

ALTERNATIVES

No alternatives are recommended at this time.

FISCAL IMPACT

The Retail, Coffee, Snacks Concessions Agreements generate $1,200,000.00 in District revenue annually. Anticipated improvements in Concession offerings will substantially improve that result year over year for the term of the agreement.

RECOMMENDED ACTION

It is respectfully requested that the airport Commission resolve to (1) approve the final rankings for Retail, Coffee, Concessions Agreement as presented; (2) authorize Staff to negotiate and finalize agreements with the highest ranked company (if an acceptable agreement cannot be reached with the highest ranked company, negotiations will be formally terminated and with then proceed with the next ranked company); (3) authorize staff to enter into a multi-year contract; and (4) authorize the President/CEO to execute all necessary documents.

GSP INTERNATIONAL AIRPORT
ROGER MILLIKEN FIELD

MEMORANDUM

TO: Members of the Airport Commission

FROM: Kent D Bontrager, Vice President/CPDO

DATE: September 21, 2026

ITEM DESCRIPTION - New Business Item B

Approval of a Budget Amendment for the Runway 4/22 Rehabilitation Project

BACKGROUND

The FY2026 capital budget includes $28,000,000 for the Runway 4/22 Rehabilitation Project. This project is partially funded through a $25,000,000 congressional directed spending grant and the remaining balance is currently funded by the District. The project was bid and the total project cost was contracted at $23,500,000.

Since the bid amount for the original scope of work came in under the Engineer's estimate and less than the grant amount, Staff added additional scope (originally planned for FY 28) to replace the runway lights with LED's. The added scope increased the contracted price to $26,250,000.

The FY2026-2027 State Budget includes $27,500,000 for the Airport Development Program through the South Carolina Division of Aeronautics with 75% dedicated for runway projects. Staff is preparing a grant application requesting reimbursement of the District funded portion of the RW Rehab Project.

ISSUES

The current contract price does not allow the District to fully utilize the entire grant amount. Staff is evaluating additional related scope items that could be added to the current project, including the potential removal of Taxiway (TW) E and F as shown in the approved Airport Master Plan.

Removal of TW E and F is currently shown in the airport CIP and planned for 2030-2031 which will require additional runway closure(s). By advancing this work into the current RW Rehab Project, the District can take advantage of the scheduled runway closures in phase 3.

Staff is requesting approval of a project budget increase of $3,000,000 for additional project scope for a total project budget of $31,000,000.

ALTERNATIVES

The Commission could choose not to approve the requested budget amendment. If the project budget is not increased, the removal of Taxiway Echo and Foxtrot will remain planned for a future fiscal year.

FISCAL IMPACT

Staff is requesting a budget amendment to increase the project total by $3,000,000, bringing the overall project budget to $31,000,000. $25,000,000 is funded with the current grant and Staff will submit a request of $6,000,000 from SC Aeronautics as part of the available runway funding in the FY27 state budget. Staff expects to receive some portion of state funding from the SC Aeronautics Airport Development Program, but the total amount is uncertain. Potential District financial exposure will be up to $6,000,000.

RECOMMENDED ACTION

It is respectfully requested that the Airport Commission resolve to (1) approve a budget amendment to the Runway 4/22 Rehabilitation Project with an increase of $3,000,000 for a total of $31,000,000; and (2) authorize the CEO to execute all necessary documents.

GSP INTERNATIONAL AIRPORT
ROGER MILLIKEN FIELD

MEMORANDUM

TO: Members of the Airport Commission

FROM: Kent D Bontrager, Vice President/CPDO

DATE: September 21, 2026

ITEM DESCRIPTION - New Business Item C

Approval of a Budget Amendment for the Microgrid Project

BACKGROUND

The FY2026 capital budget includes $27.5 million for the Microgrid Project. The Microgrid Project original scope included:

- 3-megawatt solar system providing vehicle coverage for a portion of the top floors of Garages A, B and C
- 4-megawatt Battery Energy Storage System (BESS) for energy resiliency at the main terminal
- Interconnection to Duke Energy to allow for net metering up to 5 megawatts

The project would meet 5 goals:

- Increased resiliency
- Enhanced Customer Service
- Power Augmentation
- Rate Stabilization
- Establishment of Renewable Energy (sustainability)

The project included approximately $7.5 million in Investment Tax Credits (ITC).

In September 2025, the Commission approved the Microgrid Project, authorized Staff to finalize an agreement with GRP Wegman for design and construction of the project and a project budget of $27.5 million funded with a combination of grant funds, Investment Tax Credits and District cash.

During design, staff worked with Wegman refining the project scope by fully covering Garage C with PV panels and most of Garage B. GRP Wegman is currently installing the system on Garage B.

GRP Wegman applied for additional ITC benefits through the domestic content bonus credit and secured additional credits of $2,643,102 for the current project scope.

ISSUES

Staff is requesting a project budget increase of $3.5 million that will allow full solar panel coverage on Garage B. By increasing the solar panel coverage on Garage B, the total ITC will increase by an additional $1,429,008 for a total increase of $4,072,110.

The proposed budget increase will allow the completion of full PV coverage on both Garage C and Garage B. The total ITC increase exceeds the project cost increase for the additional Garage B coverage.

ALTERNATIVES

While not recommended at this time, the Commission could choose not to approve the budget amendment. An increased ITC credit of $2,643,102 can still be secured for the work currently underway.

FISCAL IMPACT

Staff is requesting a budget amendment to increase the project total by $3.5 million, bringing the overall budget to $31 million. The additional funding will initially be covered through District funds with ITC credit received as a reimbursement after project completion.

RECOMMENDED ACTION

It is respectfully requested that the Airport Commission resolve to (1) approve a budget amendment to the Microgrid Project budget with an increase of $3.5 million for a total of $31 million; and (2) authorize the CEO to execute all necessary documents.

GSP INTERNATIONAL AIRPORT
ROGER MILLIKEN FIELD

MEMORANDUM

TO: Members of the Airport Commission

FROM: Kevin E. Howell, President/CEO

DATE: September 21, 2026

ITEM DESCRIPTION - New Business Item D

Approval of Revisions to and Readoption of the Greenville-Spartanburg Airport District Administrative Policies and Procedures

BACKGROUND

The purpose of the Greenville-Spartanburg Airport District ("District") Administrative Policies and Procedures is to establish the framework for the District to operate within various administrative areas. The Airport Commission last adopted changes to the District's Administrative Policies and Procedures July 14, 2025.

ISSUES

From time to time, Staff will recommend proposed changes to the Administrative Policies and Procedures to address new issues, maintain compliance with applicable laws and regulations, and to clarify policy.

The entire Administrative Policies and Procedures manual was reviewed by District Executives, Directors, and Managers to secure organizational wide input for the proposed revisions.

Attached are the following documents:

- A summary matrix of the proposed substantive changes by Section #.
- A redlined copy of each Section with substantive changes.
- A clean copy of each Section with substantive changes.

In addition, minor revisions have been made as well to various Sections, which are not included, as they do not represent a substantive change in the intent of any policy or procedure.

ALTERNATIVES

No alternatives are recommended at this time.

FISCAL IMPACT

There is no direct financial impact from the recommended changes.

RECOMMENDED ACTION

It is respectfully requested that the Airport Commission resolve to readopt the Greenville-Spartanburg Airport District Administrative Policy and Procedures with the proposed revisions as outlined in the attached documents.

Attachment

Greenville-Spartanburg Airport District

Administrative Policies & Procedures
Change Summary Matrix

September 21, 2026

Section	Subject	Comments
Entire Document	All	• Updates President/CEO approval to include "or designee" • Scrivener Changes as needed throughout. • Additional clarification as needed throughout.
105.00	Lease Management	• Expands President/CEO designee authority for property surveys and final lease execution.
107.00	Records Management	• Comprehensively updates the Records Management Program to align with the SC Public Records Act, SCDAH retention schedules, and applicable law. • Expands requirements for electronic/public records, retention, protection, preservation, authorized destruction, and departmental compliance. • Establishes clearer Records Officer and Department Director responsibilities for records oversight and disposition.
107.01	Inquiries for Public Information	• Establishes a more formal process for public information, FOIA requests, confidentiality, and employment verification. • Centralizes FOIA coordination and official responses and clarifies what information employees may release. • Directs employment verification to HR and adds responsibility for statutory deadlines, fees, documentation, and disclosure requirements.
108.00	Investment	• Strengthens investment objectives for liquidity, debt service, and preservation of principal, with return subordinate to those priorities. • Adds an annual funding plan presented with the budget and removes the prescribed annual policy-review procedure.
111.00	Procurement	• Substantially updates procurement requirements, including information technology, DBE/ACDBE considerations, and Commission approval of multi-year noncancelable contracts. • Revises purchasing thresholds and competitive solicitation requirements, including written quotes and formal solicitations. • Expands procedures for source selection, evaluations, negotiations, sole-source/cooperative purchasing, contract administration, and procurement records. • Strengthens requirements for protests, suspension/debarment, ethics, conflicts of interest, and procurement integrity.

Section	Subject	Comments
112.00	Selecting Professional Planning, A&E Services	• Updates statutory references and definitions for professional planning services. • Clarifies President/CEO/designee authority, selection committee responsibilities, and use of RFQs/RFPs for professional services.
113.00	Construction Services	• Updates construction procurement procedures, including online advertising and IDIQ contracting authority. • Lowers the mandatory bonding threshold from $500,000 to projects over $50,000 and clarifies delegated project-management authority.
115.00	Travel	• Updates travel approval and documentation requirements. • Clarifies that personal airfare portions and travel insurance are personal expenses and removes certain miscellaneous reimbursable items.
116.00	IT – Acceptable Use	• Modernizes acceptable-use requirements for cloud services, mobile devices, collaboration platforms, SaaS, and other technology resources. • Adds restrictions and safeguards for AI tools, personal cloud/email, unauthorized software/devices, and protected District data. • Strengthens cybersecurity controls, including MFA, encryption, screen-lock requirements, and prompt reporting of phishing/social-engineering incidents.
117.00	Air Service Partnership Plan	• Expands eligible new nonstop passenger markets from the top 50 to top 75 destinations and revises incentive eligibility requirements. • Clarifies marketing/facility support, first-carrier and new-service eligibility, and removes hub-specific provisions. • Makes incentives subject to applicable law, FAA requirements, available funding, and fair/non-discriminatory treatment.
118.00	Non-Tenant Business	• Updates non-tenant business definitions and operating/loading locations, including the FBO/FBO Terminal. • Expands President/CEO/designee authority and updates GTMS compliance and enforcement provisions for commercial operators.
119.00	Payment Authorization Procedures	• Updates authorized payment approvers by adding the President/CEO's designee and removing the Senior Vice President/COO. • Retains current approval thresholds and requires written President/CEO approval for exceptions.

GREENVILLE-SPARTANBURG AIRPORT DISTRICT

GSP INTERNATIONAL AIRPORT
ROGER MILLIKEN FIELD

ADMINISTRATIVE POLICIES AND PROCEDURES

Adopted September 9, 2019

Revised: July 14, 2025

Administrative Policies & Procedures
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PURPOSE The Greenville-Spartanburg Airport District is a political subdivision of the State of South Carolina created for the purpose of developing and operating the Greenville-Spartanburg International Airport.

IDENTIFICATION The name of this organization is the Greenville-Spartanburg Airport District, from this point on referred to as the **District.** The District is directed and governed by the Greenville-Spartanburg Airport Commission, from this point on referred to as the **Commission.**

FUNCTIONS To determine policy and administer the provisions of the laws of South Carolina.

APPROVAL AND UPDATE HISTORY	
APPROVAL	September 9, 2019

OBJECTIVE

To administer the provisions of the legislation creating the District as codified in the Code of Laws of South Carolina 1962 (Section 55-11-110 et seq) (the "Legislation").

METHOD OF OPERATION

PURPOSE OF THE COMMISSION

To carry out the objectives of the Legislation and to serve the public interest through the coordination of the planning, financing, construction, and operation of the aviation facilities known as the Greenville-Spartanburg International Airport in Greenville & Spartanburg counties, South Carolina.

FUNCTIONS OF THE COMMISSION

- To exercise the powers of the District to make rules and regulations concerning its operations and facilities.
- To adopt resolutions, policies and procedures.
- To approve the District's annual operating budget and capital improvement expenditures.
- To serve as a public forum for citizens on aviation matters.

POWERS OF THE COMMISSION

The Commission has all powers necessary to carry out the purposes of the Legislation.

MEMBERSHIP OF THE COMMISSION

The membership of the Commission consists of three (3) members who are residents of Spartanburg County, and who are appointed upon the recommendation of a majority of the members of the Spartanburg County legislative delegation AND three (3) members who are residents of Greenville County, and who are appointed upon the recommendation of a majority of the members of the Greenville County legislative delegation. Thus, a total of six (6) members exist. Upon election by a majority of the Greenville or the Spartanburg delegation, as the case may be, the secretary or acting secretary of the respective county delegation shall certify the approval to the Governor, who shall appoint the nominee for a term of six (6) years.

ELECTION

There shall be elected from the members of the Commission a Chair and a Vice-Chair. The Chair and Vice-Chair shall not be from the same county.

CHAIR AND VICE CHAIR SELECTION GUIDELINES

In electing a Chair and Vice Chair

- Proven leadership skills
- Strategic and facilitation skills including the ability to influence and foster collaborative decision making
- Relationship building skills and availability to interact with President/CEO, other Commission Members, and other constituencies and stakeholders as may from time to time be required
- Effective communication skills
- Commitment to governance and to the public duties of the role
- Experience and tenure as a Commissioner
- County of residence and tenure of the current Chair and Vice Chair

TERM OF OFFICE

The term of office of all officers appointed by the Commission pursuant to Article III of the Bylaws of the Greenville-Spartanburg Airport Commission shall be for two years, with the first such two-year term to commence on January 1, 2026, and to be voted on by the Commission at the regularly scheduled Commission meeting immediately preceding the end of each two-year term.

OFFICERS OF THE COMMISSION

1. Chair. The Chair shall call and preside at all regular and special meetings of the District. The Chair shall preside at meetings of the Commission and the business and affairs of the District shall be under his/her direction. He/she may take binding action in any matter where formal action by the Commission is not required by law, and he/she may exercise any of his/her powers by and through the President/CEO; provided, however, that the Commission may, at any meeting, overrule any decision or action taken by, or at the direction of, the Chair, and may place such limitations upon his/her power and authority as a majority of the Commission present at any meeting may direct.
2. Vice-Chair. The Vice-Chair shall preside at meetings and perform the duties of the Chair in the absence or incapacity of the Chair. The Chair and Vice-Chair shall not be residents of the same County.
3. Secretary. The Secretary of the Commission shall be appointed by the Commission. He/she need not be a member of the Commission. He/she shall be responsible for preparing minutes of all Commission Meetings and for attesting and impressing the corporate seal of the District upon official documents, where required.
4. Treasurer. The Commission shall appoint a suitable person who need not be a member of the Commission, to act as Treasurer of the District. He/she shall be responsible for receipt and disbursement of the funds of the District and the safekeeping thereof. He/she shall be bonded in an amount to be determined by the Commission. The same person may act as both Secretary and Treasurer of the Commission.
5. President/CEO. The President/CEO shall be appointed by the Commission. He/she shall act under the general direction of the Chair and shall be responsible for the day to day operation of the business and affairs of the District. He/she shall execute and deliver on behalf of the Commission agreements and documents necessary to the orderly conduct of the Commission's business and affairs. He/she shall assume all the duties of the Secretary and Treasurer of the District in the absence of the appointment of some other person to these offices and, with the consent of the Chair, he/she may appoint as many Assistant Secretaries and Assistant Treasurers as, in his/her judgment, may be required for the orderly conduct of the Commission's business and may require and procure, on behalf of the Commission, such bonds as may be reasonably necessary to the security of the funds of the District. He/she shall keep the Chair informed of his/her acts and doings and shall report to the Commission at its next meeting any action he/she may have taken which requires the exercise of

judgment as to the best interest of the affairs of the Commission. He/she shall advise the Chair and the Commission in advance of taking any action as to all matters which may require their judgment or discretion before taking any irrevocable action thereabout.

MEETINGS

NOTICE

The Commission shall meet at such times and places as the Chair or the Vice-Chair may specify. Meetings of the Commission shall, except for executive sessions, be open to the public. The Secretary shall, if feasible, give notice of each meeting to each member of the Commission and other interested parties, including such of the news media as may have made written request for such notice, five (5) days in advance of the date of the meeting, and no later than twenty-four (24) hours before any meeting, unless an emergency meeting of the Commission is necessary in which case, the Secretary shall give as much notice as is practicable. Notice of every meeting shall be posted on the District office bulletin board; provided, however, that in an emergency, all notice may be waived if the written consent of each member of the Commission is given to any corporate action taken at the meeting and if the public and the press are given every reasonable opportunity to examine into and inquire about any such action. Notice of each meeting shall be accompanied by an Agenda which sets out the general nature of all matters to be considered by the Commission at such meeting.

QUORUM

A simple majority of the Commission shall constitute a quorum; provided, that the affirmative vote of at least one (1) member from each of the Counties comprising the District shall be required to validate any action taken by the Commission.

PLACE

Unless otherwise specified in the notice of the meeting, all meetings of the Commission shall be held at the Commission's offices at the Greenville-Spartanburg International Airport. Meetings may be held by means of telephonic or electronic equipment; provided, that the members of the Commission and the public attending such meeting can hear and communicate each with the other.

EXECUTIVE SESSIONS

The Commission may go into Executive Session for any purpose not specifically prohibited by the South Carolina "Freedom of Information Act." The Commission shall take no official action in Executive Session, and after any such session, the meeting shall be reconvened for the purpose of considering any matter properly before the Commission.

MINUTES

Written minutes of each meeting of the Commission shall be prepared by the Secretary of the Commission, or at his/her discretion, by an Assistant Secretary, and shall be sent to each Commissioner and

opened to public inspection when adopted by the Commission in writing or at its next meeting.

EMERGENCY MEETINGS

Meetings of the Commission to deal with a bona fide emergency may be held as necessary, with reasonable notice, as long as the action taken at the meeting is subsequently ratified by the District. However, no approval of the District's annual budget may be granted at an emergency meeting.

AGENDA AND MINUTES

The President/CEO prepares an agenda and the Secretary or Designee maintains minutes of each meeting.

Material required for a regular meeting is distributed to each Commission member no less than two (2) days prior to such meeting.

Minutes of the Commission meetings are public records and will be open to public inspection as provided by the laws of the State of South Carolina.

COMMITTEES

The Commission shall appoint such permanent and ad hoc committees as it may deem to be necessary for the orderly conduct of the business and affairs of the Commission and shall, by resolution, prescribe their powers and duties.

FINANCIAL

The Fiscal Year of the District begins July 1 and ends June 30.

The President/CEO prepares a budget on or before June 15 of each year for the next ensuing year for approval by the Commission.

The Commission initiates an annual audit of the financial records of the District by an independent certified public accountant, which is accompanied by the Vice President/CFO's opinion and any qualifications relating thereto.

DOCUMENTS

In the absence of action by the Commission to the contrary, the President/CEO may execute any and all documents of whatever nature or kind adopted or promulgated by the Commission. He/she may, within his/her discretion, cause such documents to be attested by the Secretary or any Assistant Secretary and the corporate seal of the District impressed thereon. He/she shall not, however, attest his/her own signature. No further evidence of corporate action shall be necessary to bind the Commission to the faithful performance of the terms, provisions and covenants contained in any document so executed and delivered.

RULES AND REGULATIONS

In compliance with the Legislation, the Commission adopts its Policy and Procedure Manual and the Greenville-Spartanburg International Airport Minimum Standards and Rules and Regulations. Additions to or amendments of such documents are proposed by the President/CEO and are subject to adoption by the Commission.

INDEMNIFICATION	Any member of the Commission or officer of the District, shall be indemnified or held harmless by the District as to any liability arising out of any claim or demand of any nature or kind asserted against any such person on account of any official action taken or participated in by him or them in the carrying on of the business and affairs of the Commission. He/she shall be provided with such defense, including employment of attorneys and payment of reasonable fees for their services, as may be reasonably required to protect him against any personal liability on account of any alleged misfeasance, malfeasance, negligence or willful misconduct to the full extent permitted by the statutes and laws of the State of South Carolina and of the United States in such instances made and provided.
EMERGENCY ACTIONS	In the event of an emergency involving immediate danger to the health, safety, or welfare for the public, the President/CEO may, with the Chair's concurrence, adopt any rule or regulation to protect the public interest, provided that prior to or at the time of the adoption of the rule or regulation, the President/CEO provides to the Commission a written report of the immediate danger that exists and the reason for needing the emergency rule. An emergency rule or regulation is effective for ninety (90) days only after its adoption, during which time, regular rule-making procedures may be invoked. An emergency rule or regulation may become effective immediately.
ETHICS	Members of the Commission are subject to the Rules of Conduct which are set forth in South Carolina Code Section 8-13-700 et seq., applicable to "public members," which term is defined in South Carolina Code Section 8-13-100(26) as "an individual appointed to a non-compensated part-time position on a board, commission or counsel." Members of the Commission who have questions or need advice regarding the Rules of Conduct may consult with the law firm serving as General Counsel to the District or with the staff of the State Ethics Commission. Each Commissioner will complete and sign a Conflict of Interest Policy Disclosure Form and deliver it to the President/CEO of the District not later than January 31th, of each fiscal year. A copy of the disclosure form is attached to this Section 102.00.
Title VI	In compliance with the GSP Title VI Plan, every 3 years all Commissioners will receive an email asking them to voluntarily and anonymously provide demographic information.

APPROVAL AND UPDATE HISTORY	July 14, 2025
APPROVAL	September 9, 2019

GREENVILLE-SPARTANBURG AIRPORT DISTRICT

Conflict of Interest Policy Disclosure Form

1. I hereby certify that I understand as a member of the Commission that I am subject to the Rules of Conduct set forth in South Carolina Code Section 8-13-700 et seq., applicable to "public members".
2. I hereby certify that neither I, nor any member of my immediate family, nor any business with which I am associated, holds any position, affiliation of material financial interest, direct or indirect, in any entity which would constitute a conflict of interest in my role as a Commissioner, except as follows:

   _____

3. I hereby certify that neither I nor any member of my immediate family has accepted gifts valued at more than $25.00 in a day, or $200.00 in the aggregate in a calendar year, if there is reason to believe the gift would not have occurred but for my position on the Commission.
4. I hereby agree to report promptly any additional matters, which may develop or come to my attention within the scope of this Disclosure Form between now and the next annual request for disclosure.

_____
Printed Name

_____
Signature

_____
Date

OBJECTIVE

To direct the operation of all airports and projects under the jurisdiction of the District. Plans, develops and implements facilities and services to meet community aviation needs.

POLICY

GENERAL

The President/CEO reports to the Commission. The President/CEO is responsible for the implementation of Commission's policies and directs the operation, management, and promotion of all activities, which the District is charged with under the provisions of its enabling legislation.

The President/CEO:

- Is the Chief Executive Officer and head of the administration of the District, and recommends specific goals and objectives to the Commission.
- The President/CEO shall be responsible to the Commission for the proper administration of all affairs of the Commission, and to that end, subject to provisions of the Legislation, shall have power and shall be required to:
  (1) Select, employ, and discharge, all subordinate personnel as may be required to do the work of the District.
  (2) Fix and or adjust the salary of employees of the District, within the budget of the Commission.
  (3) Endorse all contracts, bonds, utility easement and other instruments in writing in which the District is interested.
  (4) Prepare the annual budget, in conjunction with the Vice President/CFO, for the District and submit it to the Commission, and be responsible for its administration after adoption.
  (5) Prepare and submit, in conjunction with the Vice President/CFO, to the Commission, as of the end of the fiscal year, a complete report on the finances and administrative activities of the District for the preceding year.
  (6) Keep the Commission advised of the financial condition and future needs of the District, and make recommendations as necessary.
  (7) Perform such other duties as may be necessary in the proper administration of the facilities operated by the District.
- Collects and evaluates data pertaining to:
  (1) population trends and movement of population centers,
  (2) other transportation media,
  (3) all applicable regulations and laws,

(4) technological advances,
(5) community needs,
(6) needs and plans of other agencies and authorities.

- Develops alternate plans for airport expansion, improvement, and additions.
- Directs the administration and operation of the airport through staff.

MEMBERSHIPS

The President/CEO serves as a member on numerous boards and committees, both at the local level and national level.

ABSENCE OF PRESIDENT/CEO

In the absence of the President/CEO, the senior staff member so designated by the President/CEO (length of time to be determined by the President/CEO) serves in an acting capacity and performs such duties inherent to the President/CEO's position. Should the President/CEO be unable to perform the assigned duties for any reason, the Chair of the Commission designates an acting President/CEO, to be confirmed by the Airport Commission at its next meeting.

APPROVAL AND UPDATE HISTORY	September 16, 2024
APPROVAL	September 9, 2019

OBJECTIVE

To establish a policy for the management of all property (land and/or buildings) comprising the District.

Note: This policy does not apply to the commercial passenger terminal. The terminal complex rental methodology utilizes a compensatory cost rate recovery methodology under which tenants pay only for the space that they occupy. Also, the rental methodology for concessions located within the terminal complex is based on a Minimum Annual Guarantee (MAG) or percentage fee that is established through either a competitive selection process or direct negotiation.

METHOD OF OPERATION

1. The District will not lease property for a commercial use except at its fair market rental value. For purposes of this policy, the fair market rental value of property leased for a commercial use shall equal the then fair market rental value of such property for its highest and best use. The fair market rental value shall be based on an appraisal of such property (or of comparable property) performed or updated not more than twenty-four (24) months prior to such use by an appraiser designated as a " Member Appraisal Institute ("MAI") appraiser by the American Institute of Real Estate Appraisers or comparable person qualified to appraise real estate ("Qualified Appraiser"). All rentals under leases of commercial property may be increased every five (5) years to the then fair market rental value of such real property, based on reappraisal by a Qualified Appraiser. Typically, Annual Consumer Price Index (CPI) adjustments will also be applied.
2. The District will not lease property for aeronautical uses except at a fair and reasonable rental value. Such rental value will allow the District to be as self-sustaining as possible under all circumstances then existing at such airport. Typically, rates will equal the then fair market rental value of such property for its highest and best use. The fair market rental value shall be based on an appraisal of such property (or of comparable property) performed or updated not more than twenty-four (24) months prior to such use by an appraiser designated as a "MAI" appraiser by the American Institute of Real Estate Appraisers or comparable person qualified to appraise real estate ("Qualified Appraiser"). Leases of property for aeronautical purposes shall provide for increases in rental rates at least every five (5) years to ensure that the rental value remains fair and reasonable. If the District is asked to approve a lease for aeronautical purposes at less than Fair Market Rental Value (FMV), the Commission shall be advised in writing of the justification for the proposed rent, the amount by which such rent differs from the existing fair market rental value of such property for its highest and best use (if this amount has been determined), and of the comparable rent charged by other airports in South Carolina for property used for similar

aeronautical purposes. Typically, Annual Consumer Price Index (CPI) adjustments will also be applied.

This policy shall not prevent the District from providing lessees of property with reasonable market incentives to promote interest in developing the property (including without limitation, reasonable limitations on increases in the annual rent resulting from reappraisal during a portion of the lease term).

3. The District shall have the right to approve leases that vary from this policy, but the justification for any such variation shall be provided to the Commission in writing at the time approval by the Commission is requested.

APPROVAL AND UPDATE HISTORY	
APPROVAL	September 9, 2019

OBJECTIVE

To describe the normal procedures for the proper management of revenue generating lease agreements. The procedure outlines the processes and designates the responsible parties for controlling both monetary and non-monetary matters associated with lease agreement.

METHOD OF OPERATION

NEGOTIATION OF LEASES

Once staff is aware of a party's ("tenant") desire to lease space at the airport, a meeting is conducted with the tenant to determine the type of business that the tenant desires to conduct from the premises and the various uses of the property that would result from the business, the amount of space required, need for access to the airfield, etc. Once these factors are known staff will recommend, on a preliminary basis, a general site for the location of the tenant. A range of rental values may be given to the tenant, with the understanding that the actual rental rate will be based on the fair market value of the property or a reasonably equivalent property having close proximity and of like use, to the intended parcel.

DRAFTING OF LEASE AGREEMENTS

Unless the proposed business is of a unique nature, or will potentially have terms that are unique, staff will provide the potential tenant with a standard form lease for the type of business to be conducted.

If a standard form lease is not available, staff will draft an appropriate document. After review by the District's legal counsel, staff will send a copy of the drafted agreement to the tenant. In some instances, staff may request that legal counsel prepare the initial document.

Staff and legal counsel will then negotiate a final form of lease document with the tenant.

DRAFTING OF LEASE AGREEMENTS-INITIAL APPRAISAL

If an appraisal of the property to be leased, or an appraisal of reasonably equivalent property in close proximity to the property to be leased, has not been obtained within the last twenty-four (24) months, staff will contact a Qualified Appraiser (as that term is defined in the Property Management Policy) familiar with airport property and procure the appraisal based upon the approximate size of the leasehold for its highest and best use. The appraisal will be used to determine the base rental rate in conformance with the Property Management Policy.

PROPERTY SURVEYS

If deemed necessary by the President/CEO or designee, a boundary drawing or survey of the property is obtained to accurately describe the lease boundaries and the size of the premises. From this information rental amounts are calculated on the gross area of the premises and
included in the lease agreement.

APPROVAL OF LEASES WITH TERMS EQUAL TO OR LESS THAN 5 YEARS

The President/CEO has the authority to approve any and all leases with an initial term equal to or less than five (5) years. Option periods not exceeding five (5) years may be included so long as each such option period is subject to mutual agreement and execution.

Concessions Program Agreement Terms are addressed in Section 106.00

APPROVAL OF LEASES WITH TERMS GREATER THAN 5 YEARS

All other leases with an initial term exceeding five (5) years must be submitted to the Commission for approval.

Staff will prepare a memorandum for Commission consideration discussing the type of lease, uses of leasehold, leasehold size, length of term, rental rate, rental rate adjustments, investment requirements by lessee, and any obligations of the District. This memorandum shall identify any market incentives contained in the proposed lease, the justification for the proposed rental (if the lease is for aeronautical purposes), and the justification for any variations from the Property Management Policy.

LEASE EXECUTION

Upon execution of the agreement by the tenant, the tenant must provide to the District all required evidence of insurance coverages and evidence of financial security (bond, letter of credit, deposit, etc.) as may be required in the agreement. The agreement is again reviewed by the District's legal counsel and if approved, is then presented ~~to an Officer of~~ the ~~District or~~ President/CEO or designee for execution.

LEASE FORM SUMMARY

Once the lease agreement has been fully executed, a lease summary form outlining the terms of the agreement will be prepared. The summary form includes financial terms, commencement and expiration dates, dates of rental adjustments, obligations of both parties including the filing of "as built" construction plans, final construction costs, etc.

PERIODIC RENTAL ADJUSTMENTS AND RE-APPRAISALS

Periodic rental adjustments to the financial terms of the lease agreement are monitored through a lease management system. A tickler system based on the information provided on the summary form generates a monthly report notifying staff in advance of upcoming changes.

Appraisals required for periodic rental adjustments are obtained after the notification provided by the monthly tickler report. The notification is normally provided six (6) months in advance of the rent adjustment date. When the appraisal is received, the adjustment is calculated, and a notice is provided to the tenant. The tenant has the period specified in the lease (normally thirty (30) days) to disagree with the appraisal and rental increase amount. If the tenant does not timely protest the increase, the Finance Department is notified of the change in the rent and its effective date. If the tenant disagrees with

the appraisal and rental increase on a timely basis, procedures outlined in the lease agreement are followed to resolve the protest.

MONITORING OF LEASE COMPLIANCE

There are several facets of a lease which need to be monitored including: insurance, construction and as-built plans, certified costs for improvements, payment of taxes and assessments, changes in financial terms, length of lease term and options, and condition of premises.

Most of these items are monitored through a lease management system for expiration dates or tickler dates. Construction plans are reviewed by the President/CEO or designee for approval prior to construction. As-built drawings are obtained once any construction is completed and these drawings are then reviewed by President/CEO or designee. Certified statements of the cost of the construction are reviewed by the President/CEO or designee. The cost statement document is then filed with the agreement. The lease management system is also used to monitor the expiration of an agreement along with renewal option notices.

In conjunction with Greenville and/or Spartanburg County, staff monitors payment of taxes and assessments by its tenants and notifies those that are delinquent if it receives notification from the taxing body. In addition, the tenant premises are inspected routinely by District staff.

REQUIRED DOCUMENTATION IN LEASE FILES

All contract files shall have the following type of information:

(a) Original appraisal and re-appraisals including notices to the tenant of rental increases.

(b) Memoranda to the Commission containing the information required by the Property Management Policy, with minutes showing action taken on the original lease and any subsequent amendments.

(c) Documentation supporting the rental rate if the rate is less than fair market rental value.

(d) FAA consent letter for non-aviation leases, if required.

(e) The lease summary, and

(f) General correspondence

TENANTS LISTS

Staff will maintain a list of leases at the airport. This list will be broken down by general location on the airports and will include the name of the tenant, lease term, square footage/acreage and the current rental rates for each tenant. This list will be updated every six (6) months.

MARKETING OF DEVELOPABLE LEASEHOLDS	Staff will market its properties in various ways including, but not limited to: marketing brochures, posting of site availability signs on developable parcels, publishing requests for proposals for various sites, advertising in trade journals, website, and trade shows & conferences.

APPROVAL AND UPDATE HISTORY	September 21, 2026
APPROVAL	September 9, 2019

OBJECTIVE

To establish a policy for managing and developing the concessions program within the commercial passenger terminal.

PROGRAM GOALS

The goals for the concessions program are as follows:

- Attract the best local, national, and international food and beverage, retail, and service concepts and tenants as well as retain a "best in class" concessions program.
- Keep the concessions program fresh and dynamic by introducing new concepts services, and technologies that are consistent with the needs and desires of the traveling public.
- Pursue creative concessions design to entice and excite customers by merging architecture, design, graphics, and concessions concept branding together in a cohesive way while still preserving the commercial passenger terminal's aesthetically pleasing appearance.
- Maximize commercial passenger terminal revenue while providing customers with high--quality goods and services that are competitively priced, conveniently located, and that reflect the needs, desires, and the expectations of the traveling public.
- Maximize small and local business as well as joint ventures, franchises, and corporate opportunities for Airport Concessions Disadvantaged Business Enterprise (ACDBE) firms. The District will comply with all FAA ACDBE requirements.

CONTINUOUS IMPROVEMENT

Concessions programs are a major determinant of passenger satisfaction within the overall airport experience. Passengers are spending more time in airports, particularly in the areas beyond security. Food and beverage as well as lounge services have become more important as airlines continue to reduce or eliminate meal services. Customers prefer having varieties of food, beverage, and retail options as well as different types of services available to them.

Therefore, passengers today have come to expect a wide range of high-quality dining, shopping, and consumer service offerings at reasonable prices in modern and well-designed restaurants, lounges, and stores. As customer preferences change, the concessions program should adapt as well. This may require adjusting specific aspects of a concept at the mid-term refurbishment (where applicable) or completely changing the use of a space to a different type of concept at the expiration of a concession agreement.

METHOD OF OPERATION

CONCESSIONS BUSINESS TERMS

The District may utilize either a competitive selection process or direct negotiations for each concession's opportunity within the commercial passenger terminal. The term of each opportunity may vary

depending upon total investment by the tenant. However, in no case shall any concessions lease agreement be for a term longer than ten (10) years.

If a competitive selection process is used, selection of the concessionaire should be based upon evaluation criteria that are established before proposals are solicited and should be communicated to all prospective concessionaires. The evaluation criteria may include, but need not be limited to, the current qualifications of the proposer, the proposer's collective experience in operating a business similar to the proposed concessions, the proposer's specific experience in operating a concessions at a similar sized or larger airport based on enplanements, the degree to which the proposer is able to conform to the District's operating requirements, the annual revenue to the District based on the proposal, the ability of the proposer to fund and manage the concession, the degree to which the proposer's concession business would complement the current mix of other concessions, and the quality of the concept.

If the direct negotiation process is used, it does not mean that a proposer is not in competition for the concession opportunity, as the District is expected to still exercise due diligence in determining the contract terms that could be obtained from other proposers or are otherwise commercially reasonable.

Regardless of which method is used, all prospective concessionaires shall meet the following minimum qualifications:

1. Minimum Years of Experience Required. Each proposer must have a minimum of four (4) years of experience within the past five (5) years in the ownership, management and operation of a retail, food and beverage, or service business. Ownership means control of more than 50% of the equity of the business. If a proposer has multiple owners, a majority of the equity must be held by individual(s) who meet this minimum qualification.
2. Financial Capability. The District will review information concerning the proposer's financial capability (defined as the ability to finance the improvements and provide working capital necessary to operate the concession in accordance with the concession lease agreement provisions) and may contact the proposer to obtain any additional information needed to make this determination in the District's sole discretion.

DESIGNATION OF CONCESSIONS AREAS

The President/CEO or designee of the District shall be in charge of designating areas within the commercial passenger terminal for concessions.

CENTRALIZED RECEIVING AND DISTRIBUTION FACITLITY	All concessionaires located in the commercial passenger terminal shall be required through their lease agreement to utilize the Centralized Receiving and Distribution Facility for the receipt and return of all goods and products. This service shall be provided by the District at a reasonable cost as determined by the President/CEO or designee of the District.

APPROVAL AND UPDATE HISTORY	
APPROVAL	September 9, 2019

OBJECTIVE

To establish a Records Management Program that ensures the Greenville-Spartanburg Airport District manages public records in compliance with the South Carolina Public Records Act, records retention schedules approved by the South Carolina Department of Archives and History (SCDAH), and other applicable federal and state laws. The Records Management Program provides for the systematic creation, maintenance, protection, retention, and disposition of public records throughout their lifecycle.o plan, organize, coordinate, direct, control, and supervise all public records within the District, from creation to final disposition.~~To establish a Records Management Program to plan, organize, coordinate, direct, control, and supervise all public records within the District, from creation to final disposition.~~

METHOD OF OPERATION

~~Public Records Act (PRA), Code of Laws of South Carolina 1976, as amended, Sections 30-1-10 through 30-1-170, administered by the State of South Carolina~~ The Greenville-Spartanburg Airport District shall administer the Records Management Program in accordance with the South Carolina Public Records Act, (S.C. Code Ann. §§ 30-1-10 through 30-1-170), regulations and guidance issued by the South Carolina Department of Archives and History, approved records retention schedules, and applicable District policies.~~:~~

The District shall:

- ~~defines "public records", "public body", "agency", "subdivision", "archives" and "director, "~~
- ~~establishes the legal basis for custody and disposal of records and for public access to such records,~~
- ~~provides a system for the scheduling and disposal of records,~~
- ~~establishes uniform techniques for efficient and economical record making and keeping.~~
- Create and maintain records that adequately document the transaction of public business;
- Retain records for the minimum period established by approved records retention schedules;
- Protect records from unauthorized access, alteration, loss, and destruction;
- Preserve records for permanent or historical value; and
- Dispose of records only as authorized by approved records retention schedules and applicable law.

DEFINITIONS

Agency – The Greenville-Spartanburg Airport District.

Custodian - President/CEO or designee.

Archives – South Carolina Department of Archives and History.

Public Records - "~~all books, papers, maps, photographs, cards, tapes, recordings, or other documentary materials regardless of physical form or characteristics prepared, owned, used, in the possession of, or retained by a public body.~~ all books, papers, maps, photographs, electronic records, emails, databases, recordings, or other documentary materials, regardless of physical form or characteristics, that are prepared, owned, used, received, or retained by the District in the transaction of public business, as defined by the South Carolina Public Records Act."

Records Management - The systematic control of records to meet the Agency's needs.

Records Officer - The President/CEO of an agency or subdivision is the "legal custodian" of public records. He/she may appoint a records officer to act on his/her behalf. (Section 30-1-20).

Retention - The maintenance of public records for the period established by an approved records retention schedule.~~safekeeping of all District Public Records.~~

Records Retention Schedules - A schedule approved by the South Carolina Department of Archives and History that establishes the minimum retention period and authorized disposition of public records.~~The form or document that establishes the authorized standard for the orderly retention, transfer, or other disposition of records, taking into consideration their legal, historical, and administrative values.~~

RESPONSIBILITY

~~The Records Officer is designated by the President/CEO of the District and has the authority to create suitable guidelines and rules for the orderly management, scheduling, and disposition of public records in compliance with established rules and regulations of the District and within the provisions of the South Carolina Public Records Act.~~

The President/CEO shall designate a Records Officer to administer the District's Record Management Program.

The Record's Officer shall:

- Administer and oversee the District's record management program;
- Ensure compliance with approved records retention schedules;
- Provide guidance to departments regarding records management requirements;
- Coordinate the retention, transfer, and disposition of records; and
- Serve as the District's liaison with the South Carolina

Department of Archives and History, as appropriate.

Department Directors are responsible for maintaining records within their departments in accordance with approved records retention schedules and District policy, and for ensuring records are retained, protected, and disposed of in accordance with applicable legal requirements.

PROTECTION OF RECORDS

The legal custodian of public records must protect them against deterioration, mutilation, theft, loss or destruction, and make them available for easy use.

No records of long term or enduring value, including those generated by and stored in electronic information systems or other media may be destroyed or erased without an approved retention schedule.

DESTRUCTION OF PUBLIC RECORDS

Destruction of records is accomplished through the process of shredding, maceration, incineration, recycling, burial in a landfill, or other method that has been approved by the District in accordance with its established guidelines.

Public records shall be destroyed only after the applicable retention period has expired in accordance with an approved records retention schedule issued by the South Carolina Department of Archives and History.

Records shall be destroyed using methods appropriate to the sensitivity of the information contained within the records and in a manner that prevents unauthorized disclosure. Acceptable methods may include shredding, secure recycling, electronic destruction, or other approved methods.

SURVEY OF RECORDS

~~A survey is made of each department's records by the Department Director at the end of each fiscal year. As a result of this survey, recommendations for the transfer of inactive records to storage, scheduling of unidentified records and/or destruction of any of these records, is submitted by the Department Director to the Records Officer for appropriate action.~~

Each Department Director shall periodically review records maintained within their department to identify records eligible for continued retention, transfer, archival preservation, or disposition in accordance with approved records retention schedules.

The Records Officer may conduct or coordinate periodic reviews of departmental records management practices to ensure compliance with applicable laws, retention schedules, and District policy.

PENALTY

~~Refusal or willful neglect of the PRA's provisions constitutes a misdemeanor offense with a fine of not less than two hundred dollars and not more than five thousand dollars.~~

Failure to comply with the South Carolina Public Records Act, approved records retention schedules, or this policy may result in disciplinary action, where appropriate, and may subject individuals to

penalties provided under applicable state law.

APPROVAL AND UPDATE HISTORY	September 16, 2024 September 21, 2026
APPROVAL	September 9, 2019

OBJECTIVE

To ~~provide a central location for all inquiries concerning the District and its employees.~~ establish a consistent process for responding to requests for public information, public records, and employment verification while ensuring compliance with the South Carolina Freedom of Information Act (S.C. Code Ann. §§ 30-4-10 through 30-4-165), protecting confidential information, and ensuring the release of accurate and authorized information.

METHOD OF OPERATION

The Greenville-Spartanburg Airport District shall respond to requests for public information in accordance with the South Carolina Freedom of Information Act (FOIA), applicable federal and state laws, and District policies.

The District shall:

- Provide access to public records as required by law;
- Protect records that are exempt from disclosure or otherwise confidential;
- Ensure all official responses are accurate, complete, and authorized
- Process requests in accordance with applicable statutory timeframes; and
- Designate appropriate personnel to coordinate responses to public records requests and employment verification requests.

PROCEDURES

Inquiries Concerning the District

Employees shall be courteous and professional when responding to inquiries from the public. ~~at all times be courteous to those members of the public who seek information. Employees are cautioned that information concerning subjects under discussion or consideration often change in content and meaning before becoming an accomplished fact. Any release of such information before final decisions or disposition of the matter could cause misunderstanding and confusion resulting in waste of time and money. An employee will decline courteously to reveal such information and shall direct the inquiry to the President/CEO or his/her designee, keeping in mind that it is not the intent of the District to be secretive, or to withhold valid information, but to assure that all information released is true and accurate. This policy is in no way intended to restrict the release of information concerning matters of fact that the employee is expected to provide the public, or other employees or officials in the normal course of employment.~~

Employees may provide factual information that is part of their normal job responsibilities. Employees shall not release information regarding pending decisions, proposed actions, legal matters, personnel matters, or other information that

has not been authorized for public release.

Requests for public records under the South Carolina Freedom of Information Act shall be forwarded promptly to the District's FOIA Coordinator or other individual designated by the President/CEO. No employee shall independently respond to a FOIA request unless authorized to do so.

Requests from media, attorneys, governmental agencies, or members of the public concerning District operations that require an official response shall be referred to the President/CEO or his or her designee.

Nothing in this policy is intended to prevent employees from providing routine factual information within the scope of their assigned duties.

Inquiries Concerning the Employees

~~All employment verification inquiries from current or former employees, prospective employer of current or former employees, governmental agencies, or other organizations such as a financial or lending institution, are to be directed to the Human Resources Department for an official response.~~

~~Under no circumstances is any other employee authorized to provide a written or official employment verification response for the District. The Human Resources Department personnel are trained in responding to employment verification requests. Human Resources will also know whether a signed authorization to release information, from the current/former employee, is on file.~~

~~All requests for employment verification must contain the employee's or former employee's signature authorizing the release of information. In the case of current employees, as a courtesy, the Human Resources Department will notify the employee when employment verification information is requested.~~

When the signed authorization to release information is present, Human Resources will release the following information as requested.~~:~~

All requests for employment verification for current or former employees shall be directed to the Human Resources Department.

No employee other than authorized Human Resources personnel may provide an official employment verification on behalf of the District.

When required by law or District policy, Human Resources shall obtain appropriate authorization from the employee or former employee before releasing employment information.

When authorized, Human Resources may release only

information appropriate to the request, which my include:

1. Employment status;~~whether the individual is currently employed by the District~~
2. Current or last job title;
3. Dates of employment, and;
4. Other information authorized by the employee or required by law.

~~1.~~

~~2. the employee's current or last job title~~

~~the dates of employment with the District~~

FREEDOM OF INFORMATION ACT

All requests for records submitted pursuant to the South Carolina Freedom of Information Act shall be processed in accordance with the District's established FOIA procedures. The designated FOIA Coordinator is responsible for coordinating requests, communicating with departments, calculating applicable fees, maintaining documentation of requests and responses, and ensuring compliance with statutory requirements.

APPROVAL & UPDATE HISTORY	September 16, 2024 September 21, 2026
APPROVAL	September 9, 2019

OBJECTIVE

To provide guidelines for the management and investment of all funds held by the District, including proceeds from the issuance of debt. This policy is designed to ensure the prudent management of District funds, including the availability of funds when needed and a level of investment return within acceptable risk parameters or other restrictions as determined by the District, relevant sections of the South Carolina Code of Laws, the IRS, or any other regulatory agency.

INVESTMENT OBJECTIVES

Primary investment objectives include:

1. Preservation of Principal – The single most important objective of the District's investment program is the preservation of principal.

2. Maintenance of Liquidity – The portfolio shall be managed in such a manner that assures that funds are available as needed to meet immediate and future operating, debt service, and capital requirements of the District. Investments should be structured to provide funds when needed without requiring the sale of securities prior to maturity.

3. Return on Investment – The portfolio shall be managed with the objective of attaining a market rate of return taking into account the District's investment risk constraints and cash flow characteristics of the portfolio. Return on investment shall be subordinate to the objectives of Preservation of Principal and Maintenance of Liquidity ~~in such a fashion as to maximize the return on investments but within the context and parameters set forth by objectives 1 and 2 above~~.

METHOD OF OPERATION

PROCEDURES

1. The following procedures will be followed to ensure the investment policy is consistent with the ~~current~~ mission statement and the current financial condition of District:

   ~~a. This investment policy shall be reviewed annually by the President/CEO and the Vice President/CFO, for any necessary revisions.~~

   ~~b.~~a. ~~Recommendations for any revisions or modifications to this investment policy will be made by the President/CEO and/or Vice President/CFO to the Commission for approval~~.

2. The Vice President/CFO, in consultation with the President/CEO, shall establish an annual ~~financial~~ funding plan which projects funds available for investment ("Investment Plan") and the date such funds may be needed for operational and/or capital expenditures. The ~~financial~~ funding plan shall be presented to and approved by the Commission concurrent with the annual budget.

3. The Vice President/CFO shall invest excess District funds ~~in~~

~~order to~~ to meet the i~~I~~nvestment o~~O~~bjectives of the District . The President/CEO shall be responsible to oversee the activities of the Vice President/CFO.

4. The Vice President/CFO, in consultation with the President/CEO, shall invest unspent bond proceeds, where appropriate, and in accordance with IRS regulations and any applicable resolutions of the Commission.

STANDARD OF PRUDENCE

Except where specifically directed by law, statute or regulation, the general investment policy of the District will be guided by the "prudent person" rule. Those with investment responsibility for District funds are considered fiduciaries and, as such will exercise the judgment and care under the circumstances then prevailing which persons of prudence, discretion and intelligence would exercise in the management of their own affairs.

INVESTMENT GUIDELINES

The President/CEO and/or Vice President/CFO are authorized to deposit or invest excess District Funds in the following accounts and/or securities as well as other permitted investments included in the South Carolina Code of Laws, Section 6-5-10 and 6-6-30:

1. Checking accounts in U.S. federally insured banks and savings and loans not to exceed federally insured amounts;
2. Money market funds that invest in U.S. Government backed securities;
3. U.S. Treasury Obligations to include U.S. Treasury bills and notes, or any other obligation or security issued by or backed by the full faith and credit of the U.S. Treasury; and
4. Federal Agency Obligations including bonds, notes, debentures, or other obligations or securities issued by or backed by full faith and credit of any U.S. Government agency or sponsored enterprise.
5. South Carolina Local Government Investment Pool (SCLGIP) limited to 25% of investment portfolio.

INVESTMENT MATURITIES

36 months or less. Maturities beyond 36 months requires the approval of the President/CEO.

REPORTING

The President/CEO and/or Vice President/CFO shall prepare an investment schedule with yield and maturities to be included in the monthly financial package distributed to the Commissioners.

APPROVAL AND UPDATE HISTORY	September 16, 2024 September 21, 2026
APPROVAL	September 9, 2019

OBJECTIVE

The District is committed to providing a safe, healthy and pleasant environment for all District employees, tenant employees, contractors, ambassadors, volunteers, passengers and the general public.

It is the policy of the District to prohibit smoking, tobacco use and vaping on all District property, except in designated areas.

METHOD OF OPERATION

DEFINITIONS

"Tobacco products" include cigarettes, cigars, chewing tobacco, dip, smokeless tobacco, snuff, electronic cigarettes or any other items containing tobacco or classified as such.

"Tobacco uses" includes smoking, chewing, dipping, or any other ingesting, consumption, or bodily intake of tobacco products.

"Vaping" refers to the use of electronic nicotine delivery systems or electronic smoking devices such as e-cigarettes, e-pipes, e-hookahs, and e-cigars.

PROCEDURES

Smoking, Tobacco Use, and Vaping is prohibited in all enclosed areas of the District, including all bathrooms, breakrooms, conference rooms/offices, hallways, stairwells, hangars, working areas, District equipment and District vehicles. Such activities ~~Smoking, Tobacco Use, and Vaping is~~ also prohibited in fuel storage areas, within 50ft of a fuel truck, within the AOA, or anywhere smoking is prohibited by signage.

Smoking, Tobacco Use and Vaping, is allowed outside of District buildings in designated areas only. **Such areas shall be designated by the President/CEO or designee.**

Employees are expected to keep the smoking areas free of debris.

This policy applies to all District employees, tenant employees, contractors, ambassadors, volunteers, passengers and the general public.

APPROVAL AND UPDATE HISTORY	September 16, 2024
APPROVAL	September 9, 2019

OBJECTIVE

Petty Cash Funds are authorized by the President/CEO and established by the Vice President/CFO and the Director of Finance to service the needs of the District.

METHOD OF OPERATION

REIMBURSEMENT OF FUND

The Petty Cash Fund may be reimbursed by submitting the petty cash slips with the total amount requested to be reimbursed to the Director of Finance.

A Petty Cash Fund exists for the purchase of items whose cost does not exceed four hundred dollars ($400) and is not easily obtainable through other methods.

The Fund is subject to audit at any time.

If personal funds are used, then reimbursement can be made via submittal of a signed receipt.

If a petty cash advance is needed, then a petty cash slip should be properly filled out, and should contain:

- a description of the item,
- the date of petty cash transaction,
- the amount received, and
- the signature of purchaser.

A paid receipt must be attached to the petty cash slip as supporting evidence of purchase. If the paid receipt is not a cash register receipt, then the receipt must clearly state "PAID" and have the vendor name on it.

Original receipts are preferred (copies will be accepted at the discretion of the Director of Finance).

The petty cash slip must be signed after the form has been completely filled out.

Personal checks cannot be cashed from the petty cash fund. Personal

advances cannot be obtained through the petty cash fund.

Petty cash must be kept separate from all other funds in the office.

The employee signing as to receipt of funds is personally responsible to either provide the paid receipt or repay the advanced funds or both.

The petty cash fund should be reconciled on a regular basis (weekly or monthly, as needed).

All requests for reimbursement are subject to review.

The petty cash fund must be secured at all times (i.e., locked drawer, safe, etc.)

APPROVAL AND UPDATE HISTORY	September 16, 2024
APPROVAL	September 9, 2019

OBJECTIVE

The District is committed to a procurement process that is open and transparent which utilizes full and open competition to the maximum extent practicable while remaining in compliance with all applicable procurement laws, rules, and regulations when procuring goods, ~~equipment, or~~ services, or information technology required by the District (excluding those services described in Sections 112.00 and 113.00). This Policy shall establish uniform procedures that assist the District with reliable and consistent procurement practices to protect District employees against fraud, waste, and abuse while fostering public confidence.

LEGISLATIVE AUTHORITY

This Policy is published in accordance with South Carolina Consolidated Procurement Code, Title 11, Chapter 35, Section 11-35-5320, *et seq.*, as well as Federal Regulation 2 CFR Part 200 *et seq.* for procurements made using ~~Federally~~federally funded sources.

PURPOSE

This Policy establishes a purchasing framework that ensures all goods, ~~equipment, and~~ services, and information technology are procured with integrity, quality, and efficiency at the most advantageous prices available. The District seeks to maximize the value of available funds through fair and equitable competition between vendors. All procurements conducted by the District shall consider the overall value to the District including, but not limited to, the following: cost, quantity, quality, delivery method, and delivery schedule~~, and Disadvantaged Business Enterprise ("DBE") and Airport Concessions Disadvantaged Business Enterprise ("ACDBE") participation.~~.

GREENVILLE-SPARTANBURG AIRPORT COMMISSION

The Greenville-Spartanburg Airport Commission shall approve all multi-year noncancelable contracts that are awarded.

PRESIDENT/CEO

The President/CEO has overall responsibility for compliance with and the practical and efficient administration of this Policy.

~~President/CEO Authorization.~~ The President/CEO shall be authorized to execute all procurements within the approved annual budget of the District or other District funding sources provided funding is available at the time of the procurement. The President/CEO may delegate procurement authority to any person who is authorized to make purchases.

GRANT FUNDING

The District receives funding from federal ~~or~~and state sources that may contain procurement requirements that supersede or augment those contained within this Policy/Procedure. When appropriate, the District shall apply the most stringent procurement policies and procedures.

Any contract that is federally funded (~~Federal~~federal grant) is subject to this Policy, District procedures, and all applicable federal laws and

regulations or assurances as directed by the ~~Federal~~federal grant agreement. This includes, but is not limited to, Federal Aviation Administration (FAA) Advisory Circular's, Airport Improvement Program (AIP) procurement requirements and standards, ~~and~~ Disadvantage Business Enterprise (DBE), and Airport Concessionaire Business Enterprise (ACDBE) requirements.

PURCHASES ~~FROM~~ $0 - $10,000

Purchases that do not exceed $10,000 are authorized without securing competitive quotations if the prices are considered fair and reasonable. The District should consider distribution of purchases among qualified suppliers and, when practical, should request a quote from alternate suppliers to ensure that purchases are made at the most reasonable price.

~~**PURCHASES FROM $10,001 - $50,000**~~

~~Purchases require written quotes from a minimum of three (3) qualified sources, unless adequate public notice is provided. Documentation of at least three quotes should be retained. Requests for quotes should be distributed equitably among qualified suppliers unless advertised as provided above. The award must be made to the lowest responsive and responsible source.~~

~~**PURCHASES ABOVE $50,000**~~

~~Written solicitations are required for quotes, bids, or proposals must be made. The solicitation must be advertised at least once for a minimum of seven (7) business days. Such notice shall be at the discretion of the District. However, at a minimum, the solicitation must be advertised on the District website. A copy of the written solicitation and written offers must be retained and, when an Request for Proposals process is used, the evaluation documents must be retained. Awards are made to the lowest responsive and responsible source when using an Invitation for Bids process. When a Request for Proposals process is used, award will be made to the highest ranking offeror. The award of a contract will be based on the requirements of the written solicitation.~~

~~The solicitation should result in bids from an adequate number of potential bidders. All bids or proposals shall be publicly opened at a time and place prescribed in the solicitation. The award of a contract will be based on the requirements of the written solicitation~~

~~**INVITATION FOR BIDS**~~**PURCHASES**
$10,000 - $100,000

Purchases require written quotes from a minimum of three (3) qualified sources, unless adequate public notice is provided. Documentation of at least three quotes should be retained. Requests~~Invitation~~ for ~~Bids:~~

~~An Invitation for Bids (competitive sealed bidding)~~quotes should be distributed equitably among qualified suppliers unless advertised as provided above. The award must be ~~issued and must include specifications and all contractual terms and conditions applicable to the procurement.~~

~~Public Notice:~~
~~Notice of an Invitation for Bids must be given at least seven (7) business days before the date of the opening of bids. Notice of an Invitation for Bids shall be displayed on the District website and, where practical, other publicly available sources that may increase~~

competition for the solicitation as determined by the District.

Receipt and Safeguarding of Bids:
All bids, including modifications, received before the time of opening must be kept secure and unopened.

Bid Opening:
Bids shall be opened publicly in the presence of at least one witness at the time and place designated in the Invitation for Bids. The bid opening shall, at minimum, have the following information recorded: the bidder's name, amount of each bid,. The record shall be open to public inspection at that time.

Bid Acceptance and Bid Evaluation:

All bids that comply with the requirements listed in the Invitation for Bids shall be unconditionally accepted without alteration or correction. Bids shall be evaluated based on the requirements set forth in the Invitation for Bids.

Correction or Withdrawal of Bids; Cancellation of Awards: Corrections or withdrawal of erroneous bids before or after award, based on such bid mistakes, may be permitted. After bids are opened, no changes in bid prices or other provisions of bids prejudicial to the interest of the District or fair competition shall be permitted. The District reserves the right to cancel the award of any solicitation at any time, for any reason.

Discussions:

The District shall be allowed to enter discussions with bidders for the purpose of clarifying a bid and to assure full understanding of the requirements set forth in the Invitation for Bids. Any bid that has been accepted in response to a solicitation that requires further clarification shall be afforded an opportunity to clarify such ambiguities so long as the clarifications do not materially influence the bid price in the bidder's favor.

Award:

An award shall be made to the lowest responsive and responsible bidder whose bid meets the requirements of the written solicitation. The District may negotiate with the lowest responsible and responsive bidder to lower bid pricing within the scope of the Invitation for Bids.

In determining the lowest responsible and responsive bidder, in addition to price, the District shall consider items outlined in the solicitation.

Disqualification of Bidders:

Awards are to be made to bidders who have been found to be both "responsive" and "responsible." An intended contract award is to be made to the lowest **responsive** and **responsible** bidder whose bid meets the requirements set forth in the Invitation for Bids.

The Standard of Responsiveness

A "responsive bidder" means an offeror who has submitted a bid

~~which conforms in all material respects to the Invitation for Bids. Bids from individual bidders which fail to conform to the essential requirements of the Invitation for Bids shall be rejected.~~

~~*The Standard of Responsibility*~~

~~A written determination of non-responsibility is required.~~

~~Factors to be considered in determining whether the standards of responsibility have been met include whether a prospective contractor has:~~

~~1. available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements;~~
~~2. a satisfactory record of performance;~~
~~3. a satisfactory record of integrity;~~
~~4. qualified legally to contract with the Airport; and~~
~~5. supplied all necessary information in connection with the inquiry concerning responsibility.~~

~~If a bidder or offer or who otherwise would have been awarded a contract is found non-responsible, a written determination of non-responsive setting forth the basis of the finding shall be prepared.~~

~~Request for Qualifications:~~

~~Prior to issuing an Invitation for Bids, the District may issue a request for qualifications from prospective bidders. The request shall contain a description of the goods, equipment, or services, the general scope of the work, the deadline for submission of information and how a prospective bidder may seek consideration by the District.~~

~~The request may require information regarding the prospective bidder's product specifications, qualifications, experience, organization, assets and equipment, safety record, safety and quality control programs, financial stability and any other information deemed relevant by the District in determining the prospective bidder's ability to properly perform the requirements of the contract. The District shall give adequate public notice of the Request for Qualifications.~~

~~The District shall review all information received in response to a Request for Qualifications and rank each prospective bidder from most qualified to least qualified on the basis of the information received. The solicitation shall then be sent to the most qualified bidder(s). The failure of a prospective bidder to receive a solicitation based on their order of rank during the request for qualifications shall not be grounds for protest.~~

source.

~~REQUEST FOR PROPOSALS~~

~~Conditions for Use~~

~~When the District determines in writing that competitive sealed bidding through an Invitation for Bids is either not practicable or not advantageous, the District may solicit competitive sealed proposals through a Request for Proposals.~~

~~At minimum, a Request for Proposals should include the following:~~

- ~~A description of the work that is required by the contract;~~
- ~~Relevant information required by the District to be in the offeror's proposal;~~
- ~~Criteria that will be used to evaluate the proposals; and~~
- ~~Terms and conditions applicable to the contract.~~

~~Public Notice:~~

~~Public notice of the Request for Proposals shall be given not less than seven (7) business days prior to the submittal deadline for proposals.. A Request for Proposal shall be displayed on the District website and, where practical, other publicly available sources that may increase competition for the solicitation such as an industry specific website.~~

~~Proposal Opening:~~

~~Proposals shall be opened publicly at the time and place designated in the Request for Proposals.~~

~~Proposals shall be open for public inspection after contract award. Proprietary or confidential information marked, as such in each proposal shall not be disclosed without the written consent from the offeror.~~

~~Discussion with Responsible Offerors and Revisions to Proposals:~~

~~The District may conduct discussions with responsible offerors who submit proposals, which the District determines to be reasonably susceptible of being selected for award for the purpose of clarifying the solicitation requirements.~~

~~Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.~~

~~Award:~~

~~Award shall be made to the responsible offeror whose proposal is determined in writing to be most advantageous to the District.~~

PURCHASES ABOVE $100,000	. Quotes, bids, or proposals must be made in writing. The solicitation must be advertised at least once for a minimum of seven (7) business days. At a minimum, the solicitation must be advertised on the District website. A copy of the written solicitation and written offers must be retained and, when a Request for Proposals process is used, evaluation documents must be retained. Awards must be made to the lowest responsive and responsible source when using a Request for Quotes or Invitation for Bids process. When a Request for Proposals process is used, award must be made to the highest-ranking responsible offeror.
EXEMPTIONS	Any exemptions from this procurement policy must be approved by the President/CEO in writing and include the process used to ensure the best value at the best price for all goods, services, and information technology purchased.
RESPONSIVENESS	A "responsive" offeror means an offeror who has submitted a quote or bid which conforms in all material respects to the requirements of the solicitation. Offers which fail to conform to the essential requirements of the solicitation must be rejected.
RESPONSIBILITY	If an offeror who otherwise would have been awarded a contract is found non-responsible then an award must not be made to that offeror Factors to be considered in determining whether the standards of responsibility have been met include whether a prospective contractor has: (1) available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements; (2) a satisfactory record of performance; (3) a satisfactory record of integrity; (4) qualified legally to contract with the Airport; and (5) supplied all necessary information in connection with the inquiry concerning responsibility.
DISCLOSURE OF PROCUREMENT INFORMATION	District personnel and other individuals participating in a procurement shall protect the confidentiality and integrity of the procurement process and shall not disclose nonpublic proposal, evaluation, source selection, pricing, competitive, or other procurement-sensitive information except as authorized by Procurement or required by law. Prior to an award or notice of intent to award, as applicable, requests for procurement information shall be referred to the Procurement Department, who shall control the release of information and communications with offerors and other parties. Individuals participating in proposal evaluation, discussions, negotiations, or source selection may be required to execute confidentiality, conflict-of-interest, or procurement integrity acknowledgements. The District shall protect confidential and exempt information consistent with applicable law, including the South Carolina Freedom of Information

Act, while ensuring that procurement activities are conducted fairly, consistently, and without providing an unfair competitive advantage.

PRE-SOLICITATION PROCEDURES

The District shall conduct acquisition planning and market research appropriate to the value, complexity, nature, and circumstances of each acquisition of goods, services, or information technology to ensure that District needs are clearly defined and met in an effective, economical, competitive, and timely manner. Planning should begin as early as practicable and, as appropriate, involve procurement, financial, legal, technical, operational, and end-user personnel; consider commercially available solutions and capable sources; promote full and open competition to the maximum extent practicable; and identify the appropriate source selection method and contract type. The District may engage with industry and prospective offerors through market research, Requests for Information, conferences, site visits, draft solicitations, one-on-one meetings, or other appropriate methods to better understand market capabilities, pricing, commercial practices, and potential acquisition strategies. All exchanges shall comply with applicable requirements governing the disclosure of procurement information and shall be conducted in a manner that preserves fair competition. After a solicitation is issued, communications with potential offerors shall be controlled by the Procurement Department, and any material information disclosed to one potential offeror that is necessary or advantageous for proposal preparation shall be made available to all potential offerors as soon as practicable. The Procurement Department may require additional planning, market research, or documentation as appropriate.

REQUEST FOR QUALIFICATIONS

Prior to issuing an Invitation for Bids or Request for Proposals, the District may issue a request for qualifications from prospective offerors. The request shall contain a description of the goods, equipment, or services, the general scope of the work and/or specifications, the deadline for submission of information and how a prospective bidder may seek consideration by the District.

The request may require information regarding the prospective offeror's product specifications, qualifications, experience, organization, assets and equipment, safety record, safety and quality control programs, financial stability and any other information deemed relevant by the District in determining the prospective offeror's ability to properly perform the requirements of the contract. The District shall give at least seven (7) business days public notice of the Request for Qualifications.

The District shall review all information received in response to a Request for Qualifications and rank each prospective offeror from most qualified to least qualified on the basis of the information received. The solicitation shall then be sent to at least the two most qualified offerors. The failure of a prospective offeror to receive invitation to offer based on their order of rank during the Request for Qualifications shall not be grounds for protest.

INVITATION FOR BIDS

An Invitation for Bids (competitive sealed bidding) must include: (1) instructions and information to bidders concerning the bid submission requirements, including the time and date set for receipt of bids, the individual to whom the bid is to be submitted, the address of the office to which bids are to be delivered, the maximum time for bid acceptance by the District, and any other special information; (2) the purchase description, evaluation factors, delivery or performance schedule, and such inspection and acceptance requirements as are not included in the purchase description; (3) the contract terms and conditions, including warranty and bonding or other security requirements, as applicable; and (4) instructions to bidders on how to visibly mark information which they consider to be exempt from public disclosure.

Public Notice:
Notice of an Invitation for Bids must be given at least seven (7) business days before the date of the opening of bids. Notice of an Invitation for Bids shall be displayed on the District website and, where practical, other publicly available sources that may increase competition as determined by the District.

Pre-Bid Conference
Pre-bid conferences may be conducted. The conference should be held long enough after the Invitation for Bids has been issued to allow bidders to become familiar with it, but sufficiently before bid opening to allow consideration of the conference results in preparing their bids. Notice of the conference must be included in the notice of the solicitation.
Nothing stated at the pre-bid conference shall change the Invitation for Bids unless a change is made by written amendment. A potential bidder's failure to attend an advertised pre-bid conference will not excuse its responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the District.
Pre-bid conferences may be made mandatory at the discretion of the District.

Receipt and Safeguarding of Bids:
All bids, including modifications, received before the time of opening must be kept secure and unopened. Prior to bid opening, information concerning the identity and number of bids received shall be made available only to the District employees, and then only on a "need to know" basis. When bid samples are submitted, they shall be handled with sufficient care to prevent disclosure of characteristics before bid opening.

Bid Opening:
Bids shall be opened publicly in the presence of at least one District witness at the time and place designated in the Invitation for Bids. The bid opening shall, at minimum, have the following information recorded: the bidder's name and the amount of each bid. The record

shall be certified in writing as true an accurate by both the person opening the bids and the witness. The record shall be open to public inspection at that time.

Disclosure of Bid Information:
Only the information disclosed at bid opening is considered to be public information until after the issuance of an award or notification of intent to award, whichever is earlier.

Bid Acceptance and Bid Evaluation:

All bids that comply with the requirements listed in the Invitation for Bids shall be unconditionally accepted without alteration or correction. Bids shall be evaluated based on the requirements set forth in the Invitation for Bids. When necessary for the best interest of the District, bid criteria to determine acceptability may include inspection, testing, quality, workmanship, delivery and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be measurable costs to include, but not be limited to, discounts, transportation costs, total or life cycle costs.

Rejection of Individual Bids:
The District reserves the right to reject a bid by an offeror if any of the following conditions are observed during evaluations: (a) the offeror is found to be not responsive to any requirements of the solicitation; (b) the offeror is found to be not responsible; (c) the offeror's price is considered unreasonable based on a price evaluation. The reason(s) for the rejection of an offeror's bid must be documented and made part of the procurement file.

Correction or Withdrawal of Bids; Cancellation of Awards:
Corrections or withdrawal of erroneous bids before or after award, based on bid mistakes, may be permitted. After bids are opened, no changes in bid prices or other provisions of bids prejudicial to the interest of the District or fair competition shall be permitted. The District reserves the right to cancel the award of any solicitation at any time before performance has begun, for any reason.

Minor Informalities:
A minor informality or irregularity is one which is merely a matter of form or is some immaterial variation from the exact requirements of the invitation for bids having no effect or merely a trivial or negligible effect on total bid price, quality, quantity, or delivery of the supplies or performance of the contract, and the correction or waiver of which would not be prejudicial to bidders. The District shall either give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive any such deficiency when it is to the advantage of the District.

Negotiations:
When bids received pursuant to an Invitation for Bids are considered unreasonable by the District, or are not independently reached in open competition, or the low bid exceeds available funds as certified by the District, and the District determines that time or other circumstances will not permit the delay required to resolicit competitive sealed bids, a contract may be negotiated provided that: (1) each responsible

bidder who submitted a bid under the original solicitation is notified of the determination and is given reasonable opportunity to negotiate; (2) the negotiated price is lower than the lowest rejected bid by any responsible and responsive bidder under the original solicitation; (3) the negotiated price is the lowest negotiated price offered by any responsible and responsive offeror.

Cancellation:

An Invitation for Bids may be cancelled, or any or all bids may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interest of the District. If a solicitation is cancelled by the above two methods, notice of the cancellation shall be publicly posted.

Award:

An award shall be made to the lowest responsive and responsible bidder whose bid meets the requirements of the written solicitation. The District may negotiate with the lowest responsible and responsive bidder to lower bid pricing within the scope of the Invitation for Bids.

In determining the lowest responsible and responsive bidder, in addition to price, the District shall consider items outlined in the solicitation.

REQUEST FOR PROPOSALS

A Request for Proposals (competitive sealed proposals) must include, at minimum, the following: (a) a description of the work or specification(s); (b) other relevant information required by the District to be in the offeror's proposal; (c) criteria that will be used to evaluate the proposals; and (d) terms and conditions applicable to the contract.

Public Notice:

Public notice of the Request for Proposals shall be given not less than seven (7) business days prior to the submittal deadline for proposals. A Request for Proposals shall be displayed on the District website and, where practical, other publicly available sources that may increase competition for the solicitation such as an industry specific website.

Proposal Opening:

Proposals shall be opened publicly at the time and place designated in the Request for Proposals if the solicitation allows for a public opening. If allowed, after the date established for receipt of proposals, a Register of Proposals shall be prepared which shall include for all proposals the name of each offeror.

Proposals shall be open for public inspection after contract award. Proprietary or confidential information marked, as such in each proposal shall not be disclosed without the written consent from the offeror.

Rejection of Individual Proposals:

The District reserves the right to reject a proposal by an offeror if any of the following conditions are observed during evaluations: (a) the offeror is found to be not responsive to any requirements of the solicitation; (b) the offeror is found to be not responsible; (c) the offeror's price is considered unreasonable based on a price evaluation.

The reason(s) for the rejection of an offeror's proposal bid must be documented and made part of the procurement file.

Evaluation Factors:

The Request for Proposals must state the relative importance of the factors to be considered in evaluating proposals but may not require a numerical weighting for each factor. Price may, but need not, be an evaluation factor.

Discussion with Responsible Offerors and Revisions to Proposals: The District may conduct discussions with responsible offerors who submit proposals, which the District determines to be reasonably susceptible of being selected for award for the purpose of clarifying the solicitation requirements.

Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.

Selection and Ranking:

Proposals must be evaluated using only the criteria stated in the Request for Proposals and there must be adherence to weightings that have been assigned. Once evaluation is complete, all responsive offerors must be ranked from most advantageous to least advantageous to the District, considering only the evaluation factors stated in the request for proposals.

Negotiations:

After proposals have been ranked the District may proceed in any of the manners indicated below, except that in no case may confidential information derived from proposals and negotiations submitted by competing offerors be disclosed:

(a) negotiate with the highest ranking offeror on price, on matters affecting the scope of the contract, so long as the changes are within the general scope of the Request for Proposals, or on both. If a satisfactory contract cannot be negotiated with the highest ranking offeror, negotiations may be conducted, in the sole discretion of the District, with the second, and then the third, and so on, ranked offerors to the level of ranking determined by the District.;

(b) during the negotiation process as outlined in item (a) above, if the District is unsuccessful in his first round of negotiations, he may

reopen negotiations with any offeror with whom it previously negotiated; or

(c) before or after negotiations, the District may make changes to the Request for Proposals within the general scope of the Request for Proposals and may provide all responsive offerors an opportunity to submit their best and final offers, which must be reevaluated and ranked pursuant to the originally evaluation factors outlined in the solicitation.

Cancellation:

An Request for Proposals may be cancelled, or any or all proposals may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interest of the District. If a solicitation is cancelled by the above two methods, notice of the cancellation shall be publicly posted.

Award:

Award shall be made to the responsible offeror whose proposal is determined to be most advantageous to the District.

PUBLIC/PRIVATE PARTNERSHIPS

The District may conduct negotiations with ~~the successful offeror~~an apparent awardee of a contract to expand or revise the scope of ~~proposals or awards envisioning~~a solicitation to facilitate a public private partnership for the provision of services to the District. Such revisions may include revising the structure of the ~~proposal~~solicitation to include assigning the award to qualified and responsible parties who can own, operate, and finance the assets specified in the ~~proposal~~offer, and to expand the terms of the ~~proposal~~offer to include the successful offeror or its assignee financing and owning the required assets. To the extent reasonably practical, such changes shall be generally consistent with the terms of the ~~prior awards~~solicitations and in all cases shall be approved by the President/CEO, with the approval of the Commission, upon finding that they are in the best financial interest of the District.

COOPERATIVE PURCHASING

~~**"Piggybacking"**~~

~~Authorized by the State of South Carolina, the~~The District may ~~enter into~~participate in, sponsor, conduct, or administer a cooperative purchasing ~~agreements that have been entered into between one or more~~agreement with the a public procurement ~~units, regardless of the procurement unit's location inside or outside the State of South Carolina. The District may enter into an agreement with the public procurement~~ unit for cooperative use of ~~personnel, information, supplies~~contracts for goods, services, ~~warehousing,~~ and ~~capital equipment~~information technology in accordance with an agreement of terms between the participants; provided, such cooperative use will be more cost effective.

- Prior to using cooperative purchasing agreements to procure goods and services, advance discussion and approval must be obtained by ~~the President/CEO~~Procurement before executing the purchase.

~~*Piggybacking* – If an identical item to be so purchased has already been purchased by another entity which has gone through a competitive bidding process or competitive sealed proposal process equivalent or more stringent than that required by the District, whether it be in the State of South Carolina or any other state,~~

~~AND a vendor will honor the same bid price to the District, THEN the exemption would still apply, and said item can be purchased without going through the procurement procedures outlined in this policy.~~ South Carolina Statewide Term Contracts:

The District may utilize Statewide Term contracts that have been awarded by the South Carolina State Fiscal Accountability Authority – Division of Procurement Services for goods, services, and information technology.

District use of any of these contracts shall take place only when

the District has good reason to expect the use to be more cost effective than conducting a solicitation for itself.

EMERGENCY PROCUREMENTS

Notwithstanding any other provision of this procurement code, the President/CEO, or designee, may make or authorize others to make emergency procurements only when there exists an immediate threat to public health, welfare, critical economy and efficiency, or safety under emergency conditions including threats due to critical property damage.. Such emergency procurements shall be made with as much competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the contractor shall be included in the contract file.

SOLE SOURCE PROCUREMENTS

~~The District seeks to award competitive procurements to the maximum extent possible.~~ The President/CEO, or designee, may authorize for a contract to be awarded for ~~a good, equipment, or service~~goods, services, or information technology without competition when the District determines in writing that there is only one source that is either reasonably available in the marketplace or only one source is known to exist.

Written documentation must include the determination and basis for the proposed sole source procurement. Any decision by the District that a procurement be restricted to one potential vendor must be accompanied by a thorough, detailed explanation as to why no other will be suitable or acceptable to meet the need.

~~**CANCELLATION OF INVITATION FOR BIDS OR REQUESTS FOR PROPOSALS**~~

~~An Invitation for Bids, a Request for Proposals, or other solicitation may be cancelled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interest of the District. If a solicitation is cancelled by the above two methods, notice of the cancellation shall be publicly posted.~~

~~**REJECTION OF INDIVIDUAL RESPONSES**~~

~~The District reserves the right to reject a response to a solicitation by an Offeror if any of the following conditions are observed during evaluations:~~

- ~~The offeror is found to be non-responsive to any requirements of the solicitation;~~
- ~~The offeror is found to be not responsible;~~
- ~~The offeror's price is considered unreasonable based on a price evaluation.~~

~~The reasons for the rejection of an offeror's response shall be documented and made part of the procurement file.~~

INSURANCE REQUIREMENTS

The District shall require appropriate insurance and bonding levels as well as other pertinent surety instruments to sufficiently mitigate the District's risk for each procurement. The following types of insurance may be required as determined by the District:

- Commercial General Liability (CGL)
- Automobile Liability
- Workers Compensation
- Umbrella/Excess Liability
- Professionally Liability (Errors & Omissions)
- Employers' Liability
- Commercial Auto Insurance
- Cyber Liability
- Environmental Liability
- Products-Completed Operations
- Professional ~~Liability~~LiabilityBuilder's Risk Insurance
- Bid Security Bond
- Performance Bond
- Payment Bond
- Maintenance Bond
- Workers Compensation

For each contract and at the discretion of the District, the District shall be listed as an additional insured on the contractor's insurance certificate.

Indemnification – The District shall not indemnify any contractor in accordance with the Commission Bylaws and the State of South Carolina. Indemnification language protecting the District must be inserted in each contract awarded by the District for goods, equipment, and services.

Waiver of Subrogation – The District shall require each contractor to waive their rights of recovery and cause their insurer to waive its right to subrogate on behalf of a contractor for damages howsoever caused.

PROCUREMENT CONTRACT

Every contract entered into by the District may include, in addition to other relevant requirements, clauses to define responsibilities and rights of the parties to the contract with respect to the following matters:

- ~~General~~ Scope of Work/Specifications
- Terms and Conditions - General
- ~~Commercial~~ Terms and Conditions - Commercial
- ~~Special~~ Terms and Conditions ~~as they may relate to mandated provisions for Federally funded goods, equipment, or services~~ - Special
- ~~Scope of Work/Statement of Work/Specifications~~

All contracts entered into under this Policy/Procedure shall be executed in accordance with the *GSP Procurement Authorization Guidelines.* For all multi-term contracts, the President/CEO must authorize and execute the contract.

PROCUREMENT RECORDS AND AUDITS

~~Procurement File~~

All determinations and other written records pertaining to solicitation, award, or performance of a contract shall be maintained in a procurement file by the District.

Retention of Procurement Records:
All formal, written executed, contract documents shall be retained for ~~six (6~~three (3) years after the payment of the last invoice submitted by the contractor. All other procurement records shall be disposed of in accordance with records retention guidelines approved by the President/CEO and this ~~policy.~~Policy/Procedure. If a contract is funded in whole or in part by assistance from a State or Federal agency, then all procurement records pertaining to that contract shall be maintained for the period required by such entity. The District's retention policy should be followed if more stringent.

DISPOSAL OF SURPLUS SUPPLIES

All surplus supplies, materials, and equipment with values of Five Thousand ($5,000) or greater which are no longer useful to the District may be sold to the highest bidder in accordance with and upon such terms and conditions as determined by the District. However, the District may sell, lease or dispose of any supplies, materials or junk which has value of less than Five Thousand ($5,000) Dollars.

AUTHORITY TO RESOLVE PROTESTS

The President/CEO shall have exclusive authority to settle and resolve the protest of an aggrieved prospective offeror~~,~~ or offeror, concerning the solicitation or award of a contract. The procedure for the resolution of solicitation protests shall be as follows:

Right to Protest; Exclusive Remedy:
Any prospective offeror or offeror who is aggrieved in connection with the solicitation of a contract shall be afforded the opportunity to protest to the President/CEO in the manner stated below within seven (7) business days of the date of issuance of the ~~Invitation for Bids or Requests for Proposals or other~~ solicitation ~~documents~~or amendment.

Any actual offeror who is aggrieved in connection with the intended award or award of a contract shall protest to the President/CEO in the manner stated below within seven (7) business days of the date notification of award or notification of intent to award is posted. An interested party to an actual offeror is not allowed to initiate a protest for the actual offeror.

The rights and remedies granted in this ~~policy~~Policy/Procedure to an aggrieved potential offeror or actual offeror are to the exclusion of all other rights and remedies of such ~~aggrieved offeror~~party against the District at common law or otherwise for the loss or potential loss of an award of a contract.

Protest Procedure:
Protests shall be in writing, submitted to the President/CEO, received within the timelines set forth above, and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided.

Duty and Authority to Attempt to Settle Protests:
Prior to commencement of an administrative review as provided for below, the President/CEO thereof shall attempt within 30 business days after the deadline for receipt of a protest has expired to settle by mutual agreement a protest of an aggrieved prospective or actual offeror concerning the solicitation or award of the contract. The President/CEO shall have the authority to approve any settlement reached by mutual agreement.

Administrative Review and Decision:
If in the opinion of the President/CEO, after reasonable attempt, a protest cannot be settled by mutual agreement, the President/CEO shall promptly conduct an administrative review, no later than ~~fifteen (15)~~30 business days after the deadline ~~for receipt of~~to settle a protest has expired and shall issue a decision in writing within ~~ten~~10 business days of completion of the review. The decision shall state the reasons for the action taken.

Finality

The decision of the President/CEO is final as to administrative review and may be appealed to the circuit court under the provisions of the South Carolina Administrative Procedures Act.

SUSPENSION AND DEBARMENT

Suspension and debarment are actions taken to prohibit an individual or legal entity for cause from participating in solicitations or from consideration for a contract award if there is adequate evidence to support suspension or a preponderance of evidence to support debarment. The District shall have the authority to, and the ~~–~~President/CEO must approve of, the suspension or debarment of an individual or legal entity if probable cause exists.

FINANCIAL INTEREST OF COMMISSION & EMPLOYEES PROHIBITED

No member of the Commission or any officer or employee of the District shall have a financial interest in any contract or in the sale to the District or to a contractor who supplies the District with any real or personal property, ~~materials, supplies~~goods or services, except and unless a majority of the Commissioners shall determine that an exception is in the best interest of the District. In such case, the Commissioner whose interest is involved shall not vote on the questions. Any willful violation of this section shall constitute malfeasance in office, and any Commissioner or employee of the District found guilty thereof shall forfeit his/her office or position. A violation of this section with the knowledge, express or implied, of the person or ~~corporation~~legal entity contracting with the Commission shall render the contract voidable by the President/CEO or the Commission.

GIFTS AND REBATES

No employee shall accept, or agree to accept, directly or indirectly, a favor, gift, loan, money, fee, service or other item of value in any form whatsoever from any legal entity~~, organization~~ or individual if it is intended to reward or influence~~,~~ or gives the appearance of rewarding or influencing the employee with respect to his/her employment. This policy is not intended to prevent an employee from accepting an award or recognition for meritorious or outstanding achievement for community or government service.

APPROVAL AND UPDATE HISTORY	May 9, 2022 September 16, 2024 September 21, 2026
APPROVAL	September 9, 2019

OBJECTIVE

Commitment to a selection process that is open and transparent which utilizes full and open competition to the maximum extent practicable when providing for the selection of certain professional planning, architect, engineering, construction management, materials testing, inspection services and land surveying services to be rendered to the District.

LEGISLATIVE AUTHORITY

This Policy is published in accordance with South Carolina Consolidated Procurement Code, Title 11, Chapter 35, Section 11-35- 5~~0~~320, *et seq.*, as well as Federal Regulation 2 CFR Part 200 *et seq.* for procurements made using Federally funded sources.

PURPOSE

To consider and select the appropriate method that allows the District to achieve the best professional services based on factors that are the most beneficial to the District at fair and reasonable prices.

FEDERAL GRANT FUNDING

Any contract that is federally funded (Federal grant) is subject to this Policy, District procedures, and all applicable federal laws and regulations or assurances as directed by the Federal grant agreement. This includes, but is not limited to, Federal Aviation Administration (FAA) Advisory Circular's, Airport Improvement Program (AIP) procurement requirements and standard, and Disadvantaged Business Enterprise (DBE) requirements.

METHOD OF OPERATION

DEFINITIONS

"Amendment" means a written modification to a Contract.

"Design Services" means architect-engineer, construction management, or land surveying services.

"District" means the Greenville-Spartanburg Airport District.

"Compensation" means the total amount paid by the District for Professional Services.

"Consultant" means any legal business entity that performs architectural, engineering and/or professional planning services, or any other service which the District does not have the resources or expertise and that is employed by the District to perform such services.

"Consulting Agreement" means an agreement between the District and a firm for the performance of Professional Services awarded pursuant to the competitive selection requirements of this section.

"Contract" means all types of District agreements, regardless of what they may be called, for the procurement or disposal of supplies, services, information technology, or construction.

"Debarment" means the disqualification of a person to receive invitations for bids, or requests for proposals, or the award of a contract by the District, for a specified period of time commensurate with the seriousness of the offense or the failure or inadequacy of performance.

"Designee" means a duly authorized representative of a person with formal responsibilities under the policy.

"Request for Qualifications (RFQ)" means all documents regarding product specifications, qualifications, experience, and ability to perform the requirements of the contract from respondents in accordance with this Policy.

"Planning Services" means process of determining, current and future needs, then determining what facilities and systems are required to support growth, safety, and long-term sustainability.

"Professional Services" means the services of accountants, architects, attorneys, auditors, consultants, engineers, information technology professionals, or other individuals or organizations possessing a high degree of knowledge or skills in a particular subject area and who meet licensure or permit requirements of local, state, or federal government regulatory entities to render such services.

"Subconsultant" means any person having a contract to perform work or render service to a prime consultant as a part of the prime consultant's agreement with the District.

"Suspension" means the disqualification of an entity or individual to receive request for qualifications, or the award of a contract by the District, for a temporary period pending the completion of an investigation and any legal proceedings that may ensue because a person is suspected upon probable cause of engaging in criminal, fraudulent, or seriously improper conduct or failure or inadequacy of performance which may lead to debarment.

"Work Authorization" means a written authorization subject to the provisions of a Master Consulting Agreement for the award of a separate project within the scope of services for the Consulting Agreement.

QUALIFICATIONS BASED SELECTION PROCEDURES

SELECTION COMMITTEE

The District shall establish a selection committee for all professional planning, design, and construction service requirements. The Committee shall be composed of those individuals the President/CEO or designee determines to be qualified to make an informed decision as to the most competent and qualified firm for the proposed project(s).

DEFINITION OF PROJECT(S)

The selection committee shall define the project(s) for which Professional Services may be required. The District may include within a single project:

- a grouping of minor construction, rehabilitation, or renovation activities;
- a grouping of substantially similar construction, rehabilitation or renovation activities;
- other grouping of construction, rehabilitation, or renovation activities that are determined to be in the best interest of the District to be included within a single project.

Any firm or individual desiring to provide Professional Services to the District must first be qualified pursuant to law and regulations of the District. The District will make a finding that the firm or individual is fully qualified to render the required service. Among the factors to be considered in making this finding are the capabilities, adequacy of personnel, past record, and experience of the firm or individual.

ADVERTISEMENT

The selection committee is responsible for:

- developing a description of the services required;
- enumerating all required professional services, and
- preparing a formal Request for Qualifications (RFQ) to firms for submission of information.

The RFQ must include, but not be limited to, the project title, the general scope of work, a description of all professional services required, the submission deadline, and how interested firms may apply for consideration. The RFQ must be advertised at least once. At minimum, the advertisement shall be displayed on the District website in addition to other publicly available sources that may increase competition as determined by the District.

RESPONSE TO INVITATIONS

Responses to an invitation to submit qualifications shall be specified in the invitation and based on the needs of the selection committee and the District.

INTERVIEWS WITH INTERESTED FIRMS

Following receipt of submittals from all interested persons and firms, the selection committee may hold interviews with one (1) or more firms who respond to the committee's advertisement and who are considered most qualified on the basis of information available before the interviews. A list of firms selected for interview must be sent to all firms that submitted information in response to the advertisement, before the date selected for the interviews.

The selection committee's determination as to which are to be interviewed must be in writing and based upon its review and evaluation of all submitted materials. The written report of the committee must list specifically the names of all persons and firms that responded to the advertisement and enumerate the reasons of the committee for

selecting those to be interviewed. The purpose of the interviews is to provide the further information that may be required by the selection committee to fully acquaint itself with relative qualifications of the several interested firms.

SELECTION AND RANKING THE MOST QUALIFIED

The selection committee shall evaluate each of the persons or firms interviewed based on criteria established in the RFQ and/or RFP document.

The committee will recommend a ranking to the Commission of the firms that are qualified to perform Professional Services, along with a designation that indicates the category or type(s) of project(s) for which the firm is qualified. **The Commission has final approval of the ranking.**

CANCELLATION OF INVITATION FOR QUASLIFICATIONS

A Request for Qualifications may be cancelled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interest of the District. The reason for such cancellation shall be made part of the contract file. If a solicitation is cancelled by the above two methods, notice of the cancellation shall be publicly posted.

REJECTION OF INDIVIDUAL RESPONSES

The District reserves the right to reject a response to a solicitation by a prospective consultant if any of the following conditions are observed during evaluations:

- The prospective consultant is found to be non-responsive to any requirements of the solicitation;
- The prospective consultant is found to be not responsible;

The reasons for rejection a prospective consultant's response shall be documented and made part of the contract file that is available for public inquiry.

NOTICE OF SELECTION AND RANKING

When it is determined by the District that the ranking report is final, written notification of the highest ranked person or firm must be sent immediately to all firms interviewed.

NEGOTIATION OF CONTRACT

The District shall negotiate a contract for services with the most qualified person or firm at a compensation that is fair and reasonable. If the District is unable to negotiate a satisfactory contract with this person or firm, negotiations must be terminated formally. Negotiations must commence in the same manner with the second and then the third most qualified until a satisfactory contract is negotiated. If an agreement is not reached with one of the three, additional persons or firms in order of their competence and qualifications must be selected after consultation with the selection committee, and negotiations must be continued in the same manner until agreement is reached.

LIMITS OF APPROVAL

The President/CEO or designee has authority to approve, and implement Consulting Agreements, Work Authorizations and/or Amendments to Work Authorizations for all items identified in the approved annual budget of the District, and other such items, provided funding is available within District funding sources.

INSURANCE REQUIREMENTS

The District shall require appropriate insurance and bonding levels as well as other pertinent surety instruments to sufficiently mitigate the District's risk for each procurement. The following types of insurance are required for each procurement as determined by the District:

- Commercial General Liability (CGL)
- Automobile Liability
- Products-Completed Operations
- Professional Liability
- Bid Security Bond
- Performance Bond
- Payment Bond
- Workers Compensation

For each contract and at the discretion of the District, the District shall be listed as an additional insured on the contractor's insurance certificate.

Indemnification – The District is not permitted to indemnify any potential contractor or contractor in accordance with the Commission Bylaws and the State of South Carolina. Indemnification language protecting the District must be inserted in each contract awarded by the District for goods and services.

Waiver of Subrogation – The District shall require each potential contractor or contractor to waive their rights of recovery and cause their insurer to waive its right to subrogate on behalf of a potential contractor or contractor for damages howsoever cause.

APPROVAL AND UPDATE HISTORY	September 21, 2026
APPROVAL	September 9, 2019

OBJECTIVE

To establish the appropriate construction project delivery approach that results in the most advantageous, economical, timely, and otherwise successful project for the District. The appropriate delivery approach that provides the District sufficient flexibility during the preparation, acceptance, execution of, and changes to construction contracts and change orders for District projects.

LEGISLATIVE AUTHORITY

This Policy is published in accordance with South Carolina Consolidated Procurement Code, Title 11, Chapter 35, Section 11-35-50320, *et seq.*, as well as Federal Regulation 2 CFR Part 200 *et seq.* for procurements made using Federally funded sources.

METHOD OF OPERATION

DEFINITIONS

"Amendment" means a written modification to a Contract modifying the scope of a project previously awarded.

"Bid Package" means a set of contract documents defining a particular scope of work to be performed by the contractor during construction.

"Change Order" means a written modification to a construction contract, approved in the manner set forth below, providing for additions or deletions in the plans, specifications, or scope of work that establishes the basis for additional compensation or credit, if any, and providing, if applicable, for an adjustment in contract time in order to accomplish the modification.

"Construction Contract" means a written agreement for construction, remodeling, paving, or modification entered into between the Construction Contractor and the District.

"Construction Contractor" means a private sector business which is properly licensed to perform the type of construction services required for a construction contract.

"Construction Management Services" means those professional services associated with contract administration, project management and other specified services provided in connection with the administration of a construction project.

"Construction Management-At-Risk" means a project delivery method where a construction manager acts as a consultant to the District in the development and design phases of a project but assumes the risk for construction performance as the equivalent of a general contractor during the construction phase.

"Construction Services" means those services provided by a Construction Contractor.

"Design Assist" means a project delivery method which the District engages the construction team early in the design phase to collaborate with the architect or engineer in order to reduce the cost and time for construction, improve constructability and add value.

"Design-Bid-Build" means a project delivery method where the District awards separate contracts for each phase of the project: design, procurement, and construction.

"Design-Build" means a project delivery method where the District combines the project design services and construction services into a single contract award.

"Indefinite Delivery/Indefinite Quantity" (IDIQ) is a type of on call service contract or delivery method that provides for indefinite quantity of services to be furnished by one or more vendors within a fixed period of time.

"Project Costs" means the combined total cost of design, construction, construction administration, resident project representative, geotechnical, survey and inspection services.

PUBLIC ANNOUNCEMENT AND SELECTION PROCEDURES

GENERAL

At minimum, the advertisement shall be displayed on the District website and/or the established online procurement platform in addition to other publicly available sources that may increase competition for the solicitation as determined by Staff. The advertisement will provide a general description of the project(s) that require Construction Services and define procedures on how an interested Construction Contractor may submit a proposal for consideration by the District.

The District may elect to utilize a pre-qualification process on any project. Advertisement for any pre-qualification shall be displayed on the District website in addition to other publicly available sources as determined by Staff.

Prior to any such public announcement for Construction Services, the District will have prepared plans and specifications for the project for which Construction Services are required depending on which construction delivery method will be used for the project.

CONSTRUCTION PROJECT DELIVERY METHODS

The District should consider all appropriate and effective means for both the design and construction of the project when determining the appropriate construction project delivery method. Prior to determining the appropriate construction project delivery method, an analysis shall be completed of the specific requirements the project must satisfy and take other considerations into account that serve in the best interest of the District, such as project complexity, schedule, financing availability or the funding source of the project. The construction project delivery methods most commonly used by the District are as follows:

- Design Assist
- Design-Build

- Design-Bid-Build
- Construction Management Services

COMPETITIVE SELECTION

Construction Services will be procured through a competitive public process or by any other method allowed by applicable local, state, federal regulations or District policies.

Two categories of capital projects based on the dollar value are established as follows:

Capital Projects Less than $10,000,000 in Construction Contract Value:

~~The District may use an Indefinite Delivery Indefinite Quantity (IDIQ) contracting method for up to a period of five (5) years for non-federally funded construction projects and less than $10,000,000 in construction contract value. For the selection of capital projects IDIQ contractors, staff shall prepare a Request for Qualifications / Request for Proposal (RFQ/RFP) and publicly advertise for interested contractors. Qualified contractors will be selected based upon the evaluation criteria outlined in the RFQ/RFP. After an IDIQ contractor pool is established, the selected contractors will be contracted for a period up to five (5) years. Staff may utilize any of the Construction Project Delivery Methods outlined above. Price proposals will be solicited from the IDIQ contractors during the term of the agreement. Proposals will be evaluated, and contracts shall be awarded based on the best proposal in the District's sole interest. Staff is not required to utilize the IDIQ contractors for all projects with construction contracts less than $10,000,000, if it is determined by Staff that the IDIQ contractors are not best suited to deliver on a particular project.~~The District may utilize an Indefinite Delivery Indefinite Quantity (IDIQ) contracting method for non-federally funded construction projects valued at less than $10,000,000 for a term of up to five (5) years. To select capital project IDIQ contractors, staff will prepare and publicly advertise a Request for Qualifications/Request for Proposals (RFQ/RFP). Contractors will be chosen based on the evaluation criteria outlined in the RFQ/RFP, and those selected will be eligible for IDIQ contracts for a period up to five (5) years. Staff may use any of the construction delivery methods described above. During the contract term, price proposals for upcoming projects will be solicited from IDIQ contractors, evaluated, and awarded based on the best proposal in the District's sole interest. Staff is not required to use IDIQ contractors for all projects under $10,000,000 if it determines that the IDIQ pool is not the best fit for a specific project.

Capital Projects Greater than $10,000,000 in Construction Contract Value and all Federally Funded Projects:

Construction Services for projects greater than $10,000,000 in construction contract value shall be publicly advertised and procured.

Staff may utilize any of the Construction Project Delivery Methods

outlined above.

The use of a prequalification process of contractors may be utilized for such projects.

CANCELLATION OF SOLICITATION

Any solicitation may be cancelled, or any response to a solicitation may be rejected in whole or in part at any time when it is in the best interest of the District. If a solicitation is cancelled after the submittal due date, all proposers shall be notified promptly of the cancellation. If a solicitation is cancelled prior to the submittal due date, notification of the cancellation shall be publicly posted in a similar method to the original solicitation.

REJECTION OF INDIVIDUAL RESPONSES

The District reserves the right to reject a response to a solicitation by a prospective contractor if the following conditions are observed during evaluations:

- The prospective contractor is found to be non-responsive to any requirements of the solicitation;
- The prospective contractor is found to be not responsible; or
- The prospective contractor's price is considered unreasonable based on a price evaluation.

The reasons for rejection a prospective contractor's response shall be documented and made part of the contract file that is available for public inquiry.

NEGOTIATION

In the event the lowest responsible bid is in excess of the funds available for the project, Staff may enter into negotiations with the lowest responsible bidder making reasonable changes in the plans and specification as may be necessary to bring the contract price within the funds available, and may execute a contract with the bidder if the bidder agrees to the changes.

CONTRACT PREPARATION

After approval of contract award by the District, a contract is prepared and executed by the District and the Construction Contractor, and if necessary, Federal or State agency concurrence. The District shall issue the notice to proceed at the appropriate time.

INSURANCE REQUIREMENTS

The District shall require appropriate insurance and bonding levels as well as other pertinent surety instruments to sufficiently mitigate the District's risk for each procurement. The following types of insurance are required for each procurement as determined by the District:

- Commercial General Liability (CGL)
- Automobile Liability
- Products-Completed Operations
- Professional Liability
- Bid Security Bond

- Performance Bond (capital projects greater than $50,000)
- Payment Bond (capital projects greater than $50,000)

For each contract and at the discretion of the District, the District shall be listed as an additional insured on the contractor's insurance certificate.

Indemnification – The District is not permitted to indemnify any potential contractor or contractor in accordance with the Commission Bylaws and public policy of the State of South Carolina. Indemnification language protecting the District must be inserted in each contract awarded by the District for goods and services.

Waiver of Subrogation – The District shall require each potential contractor or contractor to waive their rights of recovery and cause their insurer to waive its right to subrogate on behalf of a potential contractor or contractor for damages howsoever cause.

COORDINATION OF PROJECT

Upon award of contract and subsequent notice to proceed, the designated Project Manager as delegated by the President/CEO or designee, serves as coordinator of the project.

CHANGE ORDER PROCEDURES

A Change Order may be initiated by a contractor's request or the District's issuance of a bulletin outlining the description of work, reasons for the change, and the estimated cost. The proposed Change Order request describes the scope of work involved, reason for the change, and the source of funding.

The President/CEO or designee:

1. Coordinates the documentation that describes and details the scope of the change including the estimated cost and time impact, if any;
2. Informs Federal and State agencies, when applicable, of the proposed change to determine funding eligibility for participation or reimbursement;
3. Assigns a Change Order number that identifies both the contract and the Change Order sequential number within that contract;
4. Requests the Administration and Finance Department to confirm the source of funds;
5. Approves the Change Order or presents the Change Order to the Commission for approval, if necessary, and obtains necessary signatures on the Change Order.

PAYMENT FOR CHANGE ORDERS

Unless otherwise set forth in the Construction Contract or the Change Order, partial payment to the contractor for work done pursuant to the Change Order will be made when work involved is satisfactorily completed.

APPROVAL OF

The President/CEO or designee is authorized to approve all

CONSTRUCTION CONTRACTS AND CHANGE ORDERS

Construction Contracts and Changes Orders for all items identified in the approved annual budget of the District, and other such items, provided funding is available within District funding sources.

BONDS/DEPOSITS

The District may require forms of security to assure the timely, faithful, and uninterrupted performance of a project or ongoing services. Such security requirements shall be determined by the President/CEO prior to issuing a solicitation for a project or service. Forms of security for a project that is acceptable to the District are as follows:

- Payment and performance bonds (100%) and bid bonds/deposits (5%) for projects valued at $50~~0~~,000 or more. If a project is valued at less than $50~~0~~,000, the President/CEO or designee shall determine whether or not payment and performance bonds are required based on the project's complexity, reputation of the contractor, and dollar value of the project.
- Operations period surety bonds that secure the performance of the contractor's operations and maintenance operations;
- Letters of Credit in an amount appropriate to cover the cost of preventing project interruptions for up to one (1) year;
- Written guarantees from a contractor to secure the recovery of re-procurement costs to the District if the contractor defaults in performance; and
- Cash deposits

APPROVAL AND UPDATE HISTORY	May 13, 2024 September 21, 2026
APPROVAL	September 9, 2019

OBJECTIVE

To establish criteria for public service advertising or exhibits in the Terminal Complex at Greenville-Spartanburg International Airport.

METHOD OF OPERATION

PROCEDURES

In order to maintain a more orderly and comfortable environment in and about the Terminal Building (which is not a public forum, and which is not intended to be a public forum), art, craft and other displays and exhibitions in the Terminal Building and on the sidewalks adjacent thereto are prohibited. However, this policy does not apply to:

1. Displays and exhibitions which are owned by the Greenville-Spartanburg Airport District ("District").
2. Displays and exhibitions which are owned by the United States of America or the State of South Carolina or any of their respective subdivisions, agencies, authorities or departments; provided that the District or the District's President/CEO has given its or his/her prior written approval for each such display or exhibition.
3. Any area in the Terminal Building which is leased to the United States of America, on behalf of the Federal Aviation Administration or the National Weather Service, or an airline or other concessionaire, if the applicable lease permits such a display or exhibition.
4. Commercial airport display advertising which is provided pursuant to a contract with the District.
5. Temporary displays associated with District programs that have received written approval of the President/CEO or designee.

South Carolina law shall govern and apply to this policy, and this policy may be amended from time to time by the District without notice.

APPROVAL AND UPDATE HISTORY	
APPROVAL	September 9, 2019

OBJECTIVE

To establish the policy and procedures governing authorized travel for employees, consultants, members of the Commission, and other authorized persons who travel at the expense of the District.

METHOD OF OPERATION

STATEMENT

It is the intent of this policy to provide for travel expenses and allowances for District employees, and other persons entitled to a travel allowance in accordance with the provisions stated.
In the event that travel, training, etc., is offered at others' expense, President/CEO approval must be obtained prior to acceptance.

This policy shall apply to those expenditures which are necessarily incurred in the performance of a public purpose authorized by law to be performed, including meetings with government officials, meetings with civic groups, seminars and training programs, pick-up and delivery of parts and equipment, recruitment of personnel or industry, community promotion, and any other related activities essential to the performance of a public purpose.

DEFINITIONS

For the purpose of this policy and procedure, the following words or phrases shall mean:

"Authorized Travelers"

- Commission members. Officials serving on the Commission, other than employees.
- District employees. An individual filling an authorized position in the District, other than Commission members.
- All other travelers. Persons, including consultants, other than District members/employees authorized in writing in advance by the President/CEO or designee, to travel at the expense of the District.

"Authorizing Person"

Managers, Directors, Senior Directors, Vice Presidents, ~~Senior Vice Presidents~~, and the President/CEO are all designated as persons authorized to approve travel requests.

"Business Client"

Any person, other than an Authorized Traveler, who receives the services of or is subject to solicitation by the District in connection with the performance of its lawful duties; persons or representatives of firms considering or being solicited for investment, or for location, relocation, or expansion of a business, in the District's airport system; and other business, financial, promotional, or other persons affiliated with the District.

"Common Carrier"
Train, bus, commercial airline operating scheduled flights, or rental cars of an established rental car firm.

"Daily Travel"
All travel, including conferences and seminars, that does not require an overnight stay.

"Domestic Travel"
Travel within the forty-eight (48) continental United States.

"Entertainment Expenses"
The actual and reasonable costs of providing hospitality for business clients or guests, which costs are defined and prescribed as hereinafter set forth.

"Executive Staff"
Vice Presidents, Senior Vice President, and the President/CEO shall be considered Executive Staff.

"Guest"
A person, other than an Authorized Traveler or Business Client, authorized by the President/CEO or designee, to receive the hospitality of the District in connection with the performance of its lawful duties.

"International Travel"
Travel outside the forty-eight (48) continental United States, to include Alaska, Hawaii and US possessions.

"Method of Travel"
The mode of transportation used such as District-owned vehicle, privately owned vehicle, Common Carrier, etc. should take into consideration the following:

- the purpose and nature of the travel;
- the cost of travel;
- the total travel time;
- the cost of accommodations and subsistence; and
- the number of persons making the trip and the amount of equipment or material to be transported.

"Travel Day"
A period of twenty-four (24) hours consisting of four (4) quarters of six (6) hours each beginning at midnight.

"Travel Expenses"
The actual and reasonable costs of transportation, meals, lodging, and incidental expenses normally incurred by a traveler, which costs are defined and prescribed as hereinafter set forth.

"Travel Period"
The period of time between the time of departure and time of return.

GENERAL POLICY

It is the general policy of the District to reimburse reasonable travel and entertainment expenses incurred during authorized travel, subject to any limitations provided for in this policy.

If an Authorized Traveler on a trip deviates from this policy and procedure for justifiable reasons, the circumstances of the deviation and the reasons therefore are to be documented and reviewed for approval by the President/CEO.

PLANNING AND APPROVING

Travel Authorization. All requests for travel must be submitted on a Travel Authorization Form (Form). It should contain the dates of travel, whether the trip was approved with the department's annual budget and all other pertinent information required to process the requested travel arrangements. The Form must include a statement of purpose for the travel and indicate the benefits to the District. ~~A copy of any printed program or agenda shall also be submitted. If none is available, a statement to that effect must be submitted.~~ The Form must be signed by the traveler, and any required approvals obtained in advance of the proposed travel.

Authorizing Persons or designees shall have the responsibility to review travel requests and ensure their compliance with policy and procedure. Typically, the next higher in authority should approve travel for a traveler. Department Directors are ultimately responsible for the appropriateness and accuracy of all travel within their respective department.

SPECIAL CONDITIONS OF TRAVEL

Authorized Travelers Other Than Commission Members or Employees. The President/CEO or designee may approve travel by persons who are serving as consultants or advisors when such travel is on behalf of the District (excluding those consultants and advisors whose contract specifies the terms of travel). Travel expense provisions may be made within consulting agreements and approved as part of the agreement, subject to the maximum limits for reimbursement provided for in this policy. If no provision is reflected in the agreement, complete justification must be submitted prior to approval. Travel expenses for authorized persons shall adhere to the same rates and guidelines as those for District members, employees and other travelers.

Travel for Employment Interviews. Travel and transportation expenses of the District's employment applicants will be reimbursed in accordance with this policy.

Emergency Travel. The President/CEO, or designee, may authorize travel for any Authorized Traveler, or other traveler pursuant to emergency notice.

RATES OF PAYMENT

Lodging

A traveler may be reimbursed for the actual cost of a single/double occupancy hotel room for travel that requires overnight absence from GSP. Reasonably priced lodging accommodations should be sought. When traveling to an out of town seminar/convention, the sponsoring organization will normally provide a list of motels/hotels offering special seminar/convention room rates. Travelers are ~~encouraged to~~should stay at the conference motels/hotels. Lodging expenses must be substantiated by a receipt.

Meals

For the purposes of determining meal reimbursements, the Travel Day shall begin two hours before departure on domestic flights and three hours before departure on International flights. Travel involving ground transportation shall commence at point and time of departure.

Actual meal expenses will be reimbursed for authorized trips or seminars on District business.

Meal expenses should be reasonable and reflect the general cost of living for the area of travel. The President/CEO, or designee, may disallow exorbitant meal expenses in whole or in part. Although it is expected that a receipt should support all meal expenses, when a single meal expense exceeds $25.00, the traveler must submit a receipt for reimbursement. All tips associated with meals should be included as a meal expense.

Reimbursements will be made for the following:

- Breakfast if departure is before 6:00 a.m. and return is after 8:00 a.m.
- Lunch if departure is before 12 noon and return is after 2:00 p.m.
- Dinner if departure is before 6:00 p.m. and return is after 8:00 p.m.

Complimentary Meals. If a complimentary meal is provided or is included in a registration fee paid by the District, the traveler is encouraged to utilize such meal services, but is not required to do so.

Expenditure Amounts. Limitations on expenditures set forth above are applicable to Authorized Travelers, subject to the provisions further outlined under Entertainment Expenses.

TRANSPORTATION

1. General Requirement. All travel must normally be by the usually traveled direct route or method. If a person travels by an indirect route or any other method for his/her own convenience, any extra costs shall be borne by the traveler and reimbursement or payment of expenses shall be based only on

such charges as would have been incurred by use of the usually traveled route or method.

2. Commercial Air Travel
    a. Economy Class Airfare (or equivalent). Authorized travelers
    b. Business/First Class Airfare. The President/CEO or designee may authorize a traveler to use an airline's business class for international travel or business/first class for domestic travel.
    c. Seat Assignments/Baggage Fees. In addition to the base airfare, Authorized Travelers may select preferred seating locations (aisle/window, etc.) for travel, and check baggage.
    d. Personal Travel. Personal side trips combined with business trips are allowed when approved in advance. Side trips must be taken on one's own time and at no expense to the District. Any additional expense over the ticketed cost as determined by this policy for the business portion of the trip is the responsibility of the traveler. The personal portion of the airfare must be ~~reimbursed to the District or~~ directly paid with personal funds. An Authorized Traveler who alters travel plans for personal reasons must pay any additional cost of transportation directly to the commercial carrier at the time of purchase and will not charge such additional cost to the District nor request reimbursement of such additional cost.
    ~~d.~~
3. Car Rentals
    Use of a rental car must be included on the Travel Authorization Form and deemed to be more economical, efficient or appropriate than alternative forms of ground transportation. The type of car rented should reflect the business for which the car will be used. Rental cars must be approved in advance by the Authorizing Person.

    ~~**When renting a car for business purposes, do not accept additional insurance.**~~

    Receipts for rental cars should be obtained and attached to the Travel Expense Report.
4. Privately Owned Vehicles
    The Authorizing Person may authorize the use of a privately- owned vehicle for travel on behalf of the District in lieu of District-owned or rented vehicles or common carriers.

    An Authorized Traveler who requests, and is approved the use of a privately-owned vehicle, shall be entitled to a

mileage allowance at the rate set forth in Section 5 below, or the air carrier fare for such travel, whichever is less.

All travel which is subject to a mileage allowance shall be shown from point of origin or the Greenville-Spartanburg International Airport to point of destination and return, whichever is less. Actual vicinity mileage necessary for the conduct of District business is allowable but must be shown as a separate item on the Report.

No reimbursement other than a mileage allowance shall be allowed for expenditures related to the operation, maintenance or ownership of a privately-owned vehicle, except as provided above and in the Other Expenses.

5. Mileage Allowance
   The mileage allowance for Authorized Travelers shall be in accordance with Section 162 of the Internal Revenue Code (Regulation 1.162-2(f)) as such regulation or replacement regulation may be amended.
6. Trains
   Use of a Train must be included on the Travel Authorization Form and deemed to be more economical, efficient or appropriate than alternative forms of transportation.
7. Travel insurance
   Insurance for airfare, rental cars or any other form of trip or travel insurance is not a reimbursable business expense. Employees may purchase insurance at their sole expense.

OTHER EXPENSES

Receipts are required, when available, for the following incidental travel expenses:

- Convention and conference registration fees. Additionally, a traveler may be reimbursed for the actual and reasonable fees for attending events which are not included in a basic registration fee that directly enhance the public purpose of the District's participation at the conference or convention, including, but not limited to, banquets and other meal functions. It shall be the traveler's responsibility, however, to substantiate that such charges are proper and necessary.
- Reasonable tips and gratuities, not to exceed 20% of the underlying expense.
- Actual passport and visa fees required for authorized travel.
- ~~Actual and necessary fees charged to purchase traveler's checks for authorized travel expenses.~~
- Actual fees charged for exchange of currency necessary to pay authorized travel expenses.

- Actual fees for immunizations required or recommended for authorized travel.
- ~~Actual cost of maps necessary for conducting official business.~~
- Taxi, train, or shuttle bus fare.
- Storage or parking fees.
- Gasoline when using a rental car.
- Tolls.
-
- Communication expense incurred in the conduct of District business.
- Laundry and Pressing. When authorized travel extends beyond four (4) days, the traveler may be reimbursed for laundry, dry cleaning, and pressing costs when substantiated by receipts.
- In countries where a language barrier may exist, reimbursement for expenses such as taxi fare, currency exchange fees, or tolls may be made without receipts provided that a statement is attached to the travel report and detailing non-receipted expenses.

TRAVEL ADVANCES

Employees (other than those employees possessing District authorized credit cards and Executive Staff), who have been authorized to travel may, when necessary, draw a travel advance of not less than $25 nor more than the amount of estimated expenses for travel, less amounts prepaid by the District, by completing and submitting the Travel Authorization Form no less than five (5), nor more than twenty (20) working days before said travel. The amount of the travel advance is subject to the approval of the Authorizing Person.

If two or more travel reports are outstanding, no additional travel advances will be issued.

For any advance that is outstanding for more than thirty (30) days and is directly attributable to the traveler's failure to properly file the report in a timely fashion, payroll deduction will be made.

ENTERTAINMENT EXPENSES

Entertainment expenses are allowable for promotional items and services required to provide hospitality for Authorized Travelers, Business Clients and authorized Guests as set forth below:

1. Tangible Items. Hospitality in the form of tangible items, such as tie tacks, medallions, paperweights, and other non-consumable items are distributed by the appropriate Department. Non-consumable items shall be requisitioned through normal purchasing procedures.
2. Recreational Activities. Hospitality in the form of recreational activities may be provided.
3. Entertainment. Actual and reasonable entertainment expenses (including but not limited to food and beverages) of Commission members, employees and other authorized persons including

Business Clients and/or authorized Guests are allowable under this policy.

RECEIPTS

While receipts in the prescribed form are required for most payments or reimbursements pursuant to this policy, it is recognized that unexpected circumstances may arise such as language barriers, loss of receipts, or unavailability of receipts, which require an alternative procedure for documentation of reimbursable expenses. In those isolated situations where receipts are not available, a statement must be prepared by the traveler and included in the Travel Expense Report. Such certification may then be presented in lieu of the unavailable or lost receipt.

REPORTING

Travel. Employees must complete a travel expense report in a manner prescribed by the Finance Department with required documentation no later than ten (10) working days after the end of each calendar month. Employees without access to the District's expense reporting system must submit a Travel Expense Report to Finance no more than ten (10) days after the completion of travel.

1. Reporting Requirements. The following shall be included in completed Travel Expense Reports:
    a. Trip Benefits. Trip benefits shall be stated on the Travel Authorization & Expense Report indicating significant benefits realized by the traveler as a result of the trip for all travel other than local travel.
    b. Significant Deviations from Estimated Expenses. Significant deviation from estimated expenses (i.e., more than the lesser of 20% or $250) shall be explained in the Travel Expense Report approved by the Authorizing Person.
2. Funds Due District. Any funds advanced in excess of the travel expenses incurred and allowed should be reimbursed to the District's Finance Department and a cash receipt form obtained no later than twenty (20) working after the travel period has ended. A copy of the cash receipt must be attached to the Travel Expense Report.
3. Funds Due Traveler. Travel Expense Reports showing an amount due to or on behalf of an Authorized Traveler will be processed for payment in accordance with standard payment procedures. Payment of undisputed items will be processed for payment within two (2) payment cycles.
4. Canceled Trips. Cancellation of a scheduled business trip will be allowed for legitimate reasons but must be approved by Authorizing Person. If appropriate approval is not obtained prior to canceling the business trip, any non-refundable expenses (registration, air fare, etc.) will be the responsibility of the employee. The traveler shall be responsible for requesting refunds for any registration fees, etc., which were expended prior to the required cancellation.

APPROVAL AND UPDATE HISTORY	September 21, 2026
APPROVAL	September 9, 2019

OBJECTIVE

The purpose of this policy is to outline the acceptable use of information technology resources, including computer equipment, cloud services, mobile devices, and collaboration platforms ~~computer equipment~~ at the District. These rules are in place to protect the employee and the District. Inappropriate use exposes the District to risks including malicious attacks, compromise of network systems and services, and legal issues.

METHOD OF OPERATION

GENERAL POLICY

This policy applies to the use of information, electronic and computing devices, cloud services, collaboration platforms, ~~-~~and network resources to conduct District business or interact with internal networks and business systems, whether owned or leased by the District, the employee, or a third party. All employees, contractors, consultants, temporary, and other workers at the District and its subsidiaries are responsible for exercising good judgment regarding appropriate use of information, electronic devices, and network resources in accordance with District policies and procedures, and local laws and regulation.

OVERVIEW

The District is committed to protecting employees, partners and the organization from illegal or damaging actions by individuals, either knowingly or unknowingly.

Internet/Intranet/Extranet-related systems, including but not limited to computer equipment, software, operating systems, storage media, network accounts providing electronic mail, WWW browsing, and secure file transfer services (SFTP/MFT), cloud storage, collaboration platforms (Microsoft Teams, SharePoint, OneDrive)~~File Transfer Protocol (FTP)~~, are the property of District. These systems are to be used for business purposes in serving the interests of the District, and of our clients and customers in the course of normal operations.

Effective security is a team effort involving the participation and support of every District employee and affiliate who deals with information and/or information systems. It is the responsibility of every computer user to know these guidelines, and to conduct their activities accordingly.

GENERAL USE AND OWNERSHIP

District proprietary information stored on electronic and computing devices whether owned or leased by District, the employee or a third party, remains the sole property of District. Each user must ensure through legal or technical means that proprietary information is protected in accordance with data protection standards.

Each user has a responsibility to promptly report the theft, loss or unauthorized disclosure of District proprietary information.

Each user may access, use or share District proprietary information only to the extent it is authorized and necessary to fulfill assigned job duties.
Employees are responsible for exercising good judgment regarding the reasonableness of personal use. Individual departments are responsible for creating guidelines concerning personal use of Internet/Intranet/Extranet systems. In the absence of such policies, employees should be guided by departmental policies on personal use, and if there is any uncertainty, employees should consult his/her supervisor or manager.

For security and network maintenance purposes, authorized individuals within District may monitor equipment, systems and network traffic at any time.

Users must not store District data on personal cloud accounts (e.g., personal OneDrive, Google Drive, Dropbox, iCloud) or personal email.

Adoption of any new SaaS, cloud service, or software application requires prior IT approval. "Shadow IT", the use of unsanctioned services to handle District data, is prohibited.

District reserves the right to audit networks and systems on a periodic basis to ensure compliance with this policy.

SECURITY AND PROPRIETARY INFORMATION

Providing access to another individual, either deliberately or through failure to secure its access, is prohibited.

All computing devices must be secured with a password-protected screensaver with the automatic activation feature set to 10~~5~~ minutes or less. User must lock the screen or log off when the device is unattended.

Passwords are an important aspect of computer security. A poorly chosen password may result in unauthorized access and/or exploitation of District resources. All users, including contractors and vendors with access to District systems, are responsible for taking the appropriate steps to select and secure their passwords.

Multi-Factor Authentication (MFA) is required on all District accounts, including email, VPN, and any remote-access or administrative systems. Users must not share MFA codes or approve unexpected MFA prompts.

Full-disk encryption is required on all laptops, mobile devices, and removable media containing District data.

~~Postings by employees from a District email address to newsgroups is prohibited~~ Postings by employees from a District email address or in a

manner that identifies them as District staff, including public forums, social media, blogs, comment sections, and generative-AI prompts, must comply with District communications policy and are prohibited, unless posting is in the course of business duties.

Employees must use extreme caution when opening e-mail attachments received from unknown senders, which may contain malware, phishing, or ransomware payloads. This includes SMS ("smishing"), voice calls ("vishing"), and QR codes ("quishing").~~.~~

Suspected phishing, social engineering, or Business Email Compromise (BEC) attempts must be reported to the IT Department within one (1) hour of discovery

Microsoft Teams, Zoom, and other collaboration tools are subject to the same conduct and confidentiality expectations as email. Meeting recordings and transcripts containing Confidential or Restricted information must be stored in approved District repositories with appropriate access controls.

ARTIFICIAL INTELLIGENCE (AI) USE

Only District-approved AI tools (e.g., Microsoft 365 Copilot) may be used with District data. Public consumer AI tools (e.g., public ChatGPT, Gemini, DeepSeek, Claude.ai) must NOT be used to process confidential, restricted, PII, PCI, HR, security, or operational data. AI-generated content must be reviewed and validated by the user before being used in any official District work product. Use of AI to generate deepfakes, impersonations, or misleading content is prohibited. Users are accountable for the accuracy, appropriateness, and compliance of AI-assisted outputs.

UNACCEPTABLE USE

The following activities are, in general, prohibited:

A. System and Network Activities:

- Violations of the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by District.
- Unauthorized copying of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books or other copyrighted sources, copyrighted music, and the installation of any copyrighted software for which District or the end user does not have an active license is strictly prohibited.
- Accessing data, a server or an account for any purpose other than

conducting District business, even if you have authorized access, is prohibited.

- Introduction of malicious programs into the network or server (e.g., viruses, worms, Trojan horses, etc.).
- Revealing any District account password to others or allowing use of your account by others. This includes family and other household members when work is being done at home.
- Using a District computing asset to actively engage in procuring or transmitting material that is in violation of sexual harassment or hostile workplace laws in the user's local jurisdiction.
- Making fraudulent offers of products, items, or services originating from any District account.
- Effecting security breaches or disruptions of network communication. Security breaches include, but are not limited to, accessing data of which the employee is not an intended recipient or logging into a server or account that the employee is not expressly authorized to access, unless these duties are within the scope of regular duties. For purposes of this section, "disruption" includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes.
- Port scanning or security scanning is expressly prohibited unless prior notification to the IT Department is made.
- Executing any form of network monitoring which will intercept data not intended for the employee's host, unless this activity is a part of the employee's normal job/duty.
- Circumventing user authentication or security of any host, network or account.
- Interfering with or denying service to any user other than the employee's host (for example, denial of service attack).
- Entering District confidential or restricted data into unapproved AI, cloud, or translation services.
- Connecting unapproved IoT, personal, or unmanaged devices to District network segments.
- Bypassing MFA, EDR, DNS filtering, or other District security controls.
- Downloading or installing software without IT approval.
-

B. Email and Communication Activities:

- Sending unsolicited email messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material (email spam).
- Any form of harassment via email, SMS, texting, ~~or~~ telephone, Microsoft Teams, Zoom, chat platforms, or social media, whether through language, frequency, or size of messages.

- Unauthorized use, or forging, of email header information, sender identity, or AI-generated impersonation of District staff.
- Using personal email or personal cloud storage to conduct District business.

The lists above are by no means exhaustive, but rather an attempt to provide a framework for activities which fall into the category of unacceptable use.

IT misuse shall be reported to the immediate supervisor for appropriate disciplinary action. All disciplinary actions instituted for

IT misuse shall be consistent with current policies and procedures. The District reserves the right to proceed criminally or civilly against the violator for alleged misuse of current applicable state, federal, or local laws.

APPROVAL AND UPDATE HISTORY	September 16, 2024 September 21, 2026
APPROVAL	September 9, 2019

OBJECTIVE

To prescribe the range of options available for air service development for the Greenville Spartanburg International Airport District ("District").

METHOD OF OPERATION

INTRODUCTION

~~In an effort to~~ To stimulate air carrier growth and provide an incentive to incumbent and new entrant airlines for the addition of new air service at the Greenville~~-~~-Spartanburg International Airport (Airport), the District shall have a range of options that can be utilized. This policy provides the parameters within which Staff will be able to negotiate air service development on behalf of the District.

PASSENGER INCENTIVE PROGRAM

For new nonstop service, to one of Greenville-Spartanburg's top ~~50~~75 destinations based on U.S. Department of Transportation data ~~or a new hub destination~~, the following range of options may be available for use in negotiating ~~air service development at the Airport~~ with current and prospective air service carriers:

- Marketing and advertising support of new service up to $500,000. Service must be maintained for a period of at least twelve (12) months consecutively. Marketing support shall be used solely for promoting the eligible new service.
- Waiver or reduction of one or more of the following fees/rents for a period of up to twenty-four (24) months:
  - Landing Fees for the new service.
  - Rental fees for new or expanded preferential lease space (Ticket Counter, ATO, BSO, OPS space, etc.)
  - Per turn fees.
  - Airport imposed security fees.
  - Into-plane fueling fees.
- Assistance with airport-owned facility improvements and/or equipment purchases may be negotiated on a case~~-~~-by~~-~~-case basis.

For new nonstop international service, the following range of options will be available for use in negotiating air service development at the Airport with current or prospective air service carriers:

- Marketing and advertising of new service to be negotiated on a ~~case-by-case~~case-by-case basis depending on whether the service is daily, less than daily, and/or seasonal.
- Waiver or reduction of one or more of the following fees/rents for a period of up to twenty-four (24) months:
  - Landing fees for the new service.
  - Rental fees for new or expanded preferential use lease space (Ticket Counter, ATO, BSO, OPS space, etc.).
  - Per turn fees

- Airport imposed security fees
- Into-plane fees

- Assistance with airport-owned facility improvements and/or equipment purchases may be negotiated on a case-by-case basis.

For increased capacity/passengers to an existing nonstop ~~or hub~~ destination, the following range of options will be available for use in negotiating air service development at the Airport with current air service carriers:

- Marketing and advertising of the new service up to $200,000.
- Waiver or reduction of one or more of the following fees/rents for a period of up to twelve (12) months, which will be based on the increased capacity/passengers using a rolling two (2) year average for each category unless the air service carrier has provided service for less than two (2) years:
  - Landing fees for the expanded portion of the service.
  - Rental fees for new or expanded preferential use lease space (Ticket Counter, ATO, BSO, OPS space, etc.)
  - Per turn fees.
  - Fuel Into-plane fees.
  - Airport imposed security fees.

For new service to a domestic seasonal nonstop ~~or hub~~ destination, the following range of options may be available for use in negotiating air service development at the Airport with current air service carriers:

- Marketing and advertising of new service up to $150,000. Service must be maintained for a period of at least four (4) months.
- Waiver or reduction of one or more of the following fees/rents while the seasonal route is served. Incentives for seasonal service will be limited to three seasons or 12 months total.
  - Landing fees for the new service.
  - Rental fees for new or expanded preferential use lease space (Ticket Counter, ATO, BSO, OPS space, etc.).
  - Per turn fees.
  - Into-plane fueling fees.
  - Airport imposed security fees.

CARGO INCENTIVE PROGRAM

For cargo service to a new domestic destination, the following range of options may be available for us in negotiating air service development at the Airport with current and prospective air cargo providers:

- Marketing and advertising of new service up to $150,000. Service must be maintained for a period of at least twelve (12) months consecutively with at least 52 operations per year.

- Waiver or reduction of one or more of the following fees/rents for a period of up to twelve (12) months.
  - Landing fees for the new service.
  - Into-plane fueling fees.
  - Airport imposed security fees.
  - Ground handling fees

In year two of the service, the air cargo provider will be eligible to earn a 25% reduction in landing fees if their monthly landed weight total exceeds the landed weight recorded in the same month during year one.

For cargo service to a new international destination, the following range of options may be available for use in negotiating air service development at the Airport with current and prospective air cargo providers:

- Marketing and advertising of new service up to $200,000. Service must be maintained for a period of at least twelve (12) months consecutively with at least 52 operations per year.

- Waiver or reduction of one or more of the following fees/rents for a period of up to twelve (12) months:
  - Landing Fees for the new service.
  - Into-plane fueling fees.
  - Airport imposed security fees.

In year two of the service the air cargo provider will be eligible to earn a 25% reduction in landing fees if their monthly landed weight total exceeds the landed weight recorded in the same month during year one.

REQUIREMENTS

For those items identified under the "Air Service Partnership Plan" section of this policy, a formal contract is not required. However, Staff will codify the arrangement and provide air service entity with a written outline of the components that have been negotiated and approved.

Incentives for new service to unserved markets are limited to the first carrier to establish service.

~~IT misuse shall be reported to the immediate supervisor for appropriate disciplinary action. All disciplinary actions instituted for~~

APPLICABILITY

New nonstop service means scheduled passenger or cargo service to a destination that has not been served on a nonstop basis from Greenville-Spartanburg International Airport within the preceding twelve (12) months.

This policy applies to both incumbent and new entrant commercial or

scheduled charter air service entities utilizing the Airport and desiring to provide new or expanded nonstop ~~or hub~~ service.

The District budgets for air service incentives annually. Incentives are first-come, first served, therefore, once the District's budgeted funds are exhausted for a given fiscal year further incentives may not be available until the next fiscal year. Incentives are not retroactive from one fiscal year to the next. All incentives are subject to applicable federal, state, and local laws, FAA Grant Assurances, and availability of District funds, and will be offered on a fair, reasonable, non-discriminatory basis consistent with all applicable laws and regulations.

RIGHT TO AMEND POLICY

The District reserves the right to ~~adopt such amendments to~~ amend this policy from time to time as it determines is necessary or desirable to reflect current trends of airport activity for the benefit of the general public or the operation of the Airport.

APPROVAL AND UPDATE HISTORY	May 18, 2021 September 16, 2024 September 21, 2026
APPROVAL	September 9, 2019

OBJECTIVE

To address businesses operating at the Airport without a lease agreement, space use permit, or other concessions contract.

GENERAL OVERVIEW AND SCOPE

Pursuant to SC Code of Laws 55-11-140 (10), the Greenville-Spartanburg Airport District ("District") finds that in order to control the movement of traffic on the Airport premises; to retire District debts incurred for construction, renovation, maintenance of facilities and the purchase of equipment; to pay for and provide financing for Airport improvements and additional facilities when and as the need arises; to protect and preserve public order, safety, health and welfare; to enhance the financial stability of the District; and to maintain, administer, govern and operate the Airport, it is necessary and proper to fix charges and fees for the use of its property and facilities and to regulate those persons, firms and corporations who use the same for private business and commercial purposes without having lease agreements, space use permits, or concession contracts with the District and desire to exercise the privilege of using Airport property and facilities in such business endeavors, including the servicing of customers and supplying business services for profit to persons or tenants using the Airport or Airport premises.

The District finds that there are certain individuals and firms doing business on the Airport who operate without any lease agreement, space use permit, concessions contract, or other agreement with the District and, by reason of the nature of their business activity and/or the direct relationship between such business activity and travelers arriving at or departing from the Airport, conduct a portion of their business on, at or from Airport property ("non-tenant business") and in doing so use Airport property in furthering their own business and commercial interests, and that such users should be regulated and charged reasonable fees for use of Airport property and premises for business purposes and profit.

The District finds that non-tenant businesses using Airport property and facilities in the furnishing of services to their customers and conducting their activities at the Airport not only use Airport roadways, provide services to their business customers, pick up and discharge customers and goods at the passenger terminal buildings and elsewhere, and otherwise conduct business on Airport property; that such business activities create additional vehicular and pedestrian traffic, thereby increasing the cost and expense of regulating and protecting the health, safety and welfare of the public, Airport tenants, and the customers of said non-tenant businesses but also cause a direct loss of revenue which the Airport would otherwise receive from its concessionaires on account of rentals generated by persons using the Airport who would otherwise use the services provided by concessionaires; and that said businesses should be charged reasonable and uniform fees and be required to abide by reasonable rules and regulations for the exercise of such privileges

of use of Airport property and facilities, having due regard for the property and improvements used, loss of revenue and the expense of operation to the District.

DEFINITIONS

The following words, terms and phrases shall have the meanings herein given, unless otherwise specifically defined:

"Activity Fee"
A Fee, to include Per-Trip fees, charged for the privilege of accessing the Airport to perform Commercial Ground Transportation.

"Airline Personnel Transportation Service"
The transportation, on a recurring basis, of airline employees (including but not necessarily limited to pilots and flight attendants) to or from the Airport pursuant to an agreement between an airline and an Operator, whether such agreement is written or oral or a combination thereof.

"Bus"
A Commercial Vehicle that carries sixteen or more passengers.

"Catering Vehicle"
Any vehicle that delivers food and beverages to be loaded onto aircraft.

"Commercial Ground Transportation"
Any and all of the following: the act of providing the carriage of, airport users, passengers or luggage in a Commercial Vehicle to or from the Airport, including but not limited to the Terminal Building or the premises of any fixed base operation (FBO); the act of using a Private Vehicle to provide Commercial Ground Transportation to or from the Airport for the owner or other person in possession thereof, when such owner or other person is engaging in air travel, and when the Private Vehicle is to be placed in a commercial off-Airport parking lot or facility; the transportation, on a recurring basis, of airline employees (including but not necessarily limited to pilots and flight attendants) to or from the Airport pursuant to an agreement between an airline and an Operator (whether such agreement is written or oral or a combination thereof).

"Commercial Ground Transportation Operator (Operator)"
Any partnership, corporation, limited liability company, enterprise, person, or other entity engaged in any type or form of Commercial Ground Transportation. (For purposes of gender, the word "it" when used in lieu of the "Operator" in this Policy shall be deemed to also include "he/she and "she".)

"Commercial Lane"
The area designated by the District for use by Commercial Ground Transportation operators for the purpose of picking-up and dropping-off passengers.

"**Commercial Vehicle"**
Any vehicle, other than private vehicles that transports passengers, goods or services for a commercial entity to or from the Airport, regardless of whether the charge of such service paid for directly, indirectly, or at all by the passengers being transported, excluding those operated by governmental entity, including but not limited to Courtesy Vehicles, Limousines, Taxicabs, Buses, Luggage Transport Vehicles, Catering Vehicles, Fueling Vehicles and Freight Delivery Vehicles.

"Commercial Vehicle-For-Hire"
A Commercial Vehicle (excluding Transportation Network Companies) used for the provision of transportation services for hire to and from the Airport.

"Courtesy Vehicle"
A Commercial Vehicle of any size, with or without a meter, which is engaged in transporting passengers between the Airport and any facility operated by, for, or for the benefit of, on behalf of, or pursuant to any contractual arrangement with a facility to include but not limited to hotel, motel, off-Airport rent-a-car business, camp, business or off-Airport Parking lot or facility.

"Freight Service Vehicle"
Any vehicle that enters an Airport Restricted Area to load/unload aircraft freight.

"Fuel Service Vehicle"
Any vehicle that provides fueling services to airline Ground Service Equipment (GSE) on Airport property.

"Ground Handler"
Any partnership, corporation, limited liability company, enterprise, person, or other entity engaged in any type or form of servicing of an aircraft while it is on the ground or providing passengers services on Airport property.

"Ground Transportation Management System (GTMS)"
An automated system by which the District will use to track Commercial Vehicles entering, idling on, and leaving Airport property. The GTMS may use a combination of cameras, license plate recognition (LPR), and automated vehicle identification (AVI) sensors and tags to track and enforce Commercial Vehicles.

"Miscellaneous Business"
Any partnership, corporation, limited liability company, enterprise, person, or other entity engaged in any type or form of business activity that is providing a service on Airport property.

"Limousine"
A Commercial Vehicle that carries fifteen or fewer passengers for a fare, not determined by a meter.

"Loading/Unloading Area"
A space or spaces designated by the President/CEO or designee on the Terminal Building Curbside or FBO Terminal for the loading/unloading of Commercial Vehicles.

"Luggage Transportation Service"
The transportation, on a recurring basis, of luggage from the Airport pursuant to an agreement between an airline and an Operator, whether such agreement is written or oral or a combination thereof.

"Miscellaneous Business Services"
This includes any entity that is furnishing services to a customer or conducting business activities on District property that is not specifically covered by this policy or any other policy of the District. However, this definition does not include business activities or services that are authorized to use the Centralized Receiving and Distribution Facility (CRDF) or other similar activities or services that are provided to tenants not utilizing the CRDF, janitorial services that are provided to a tenant with a lease agreement, space use permit, or other concessions contract executed by the District, and other related entities that the District in its sole discretion deems exempt from this policy.

"Non-Tenant Business"
A business granted permission via a Non-Tenant Business Permit to operate at the Airport but does not have a concession contract, lease or agreement granting the privilege of having offices or other facilities at the Airport from which to conduct business, unless specified in the individual Non-Tenant Permit.

"Park or to be Parked"
To put or leave or let a Commercial Vehicle stand or stop in any location on the Airport, whether the driver thereof leaves or remains in such vehicle, when such standing or stopping is in a place other than a parking space in a public parking lot and is not required: by a traffic control device, a Police Officer, or conditions beyond the control of the driver; or to enable a passenger, with his/her or her luggage (if any), to get into or out of such Commercial Vehicle.

"Per-Trip Fee"
A fee charged to the Operator in the amount established by the District for each trip a Commercial Vehicle makes to and from the Airport in conjunction with its service as defined herein.

"Pre-reservation"
A passenger reservation, accommodation or arrangement for Commercial Ground Transportation made, provided for or arranged prior to the Commercial Vehicle's entry onto the Airport.

"Private Vehicle"
A vehicle which transports a person or persons to or from the Airport at no charge, either direct or indirect, to such person or persons or to any other person or entity. A vehicle which is operated by, for, or for the benefit of, on behalf of, or pursuant to any contractual arrangement with a hotel, motel, off-Airport rent-a-car business, camp or off-Airport parking lot or facility, and which carries passengers with Pre-reservations is not a Private Vehicle.

"Solicitation"
Either directly or indirectly, actively or passively, and at the Airport, to ask, request, seek or try to obtain a passenger or passengers for Commercial Ground Transportation.

"Taxicab"
A Commercial Vehicle that carries fifteen or fewer passengers for a fare, determined by a meter.

"Trade-dress"
The official signage identifying the Commercial Vehicle to which company and/or platform the Commercial Vehicle is operating under.

METHOD OF OPERATION; RULES AND REGULATIONS

APPLICATION FOR PERMIT

Any person, firm or corporation desiring access to the Airport for the purpose of conducting non-tenant business operations on Airport property, either directly or indirectly, shall first apply to and obtain a Non-Tenant Business Permit (the "Permit") from the District prior to conducting any business on Airport property.

RENTAL CARS

No person, firm, corporation or other entity shall carry on, conduct or engage in the business of renting motor vehicles or providing parking facilities at or from the Airport, nor solicit for the rental of vehicles, without a concession agreement.

The term "Rental Car Courtesy Vehicle" as used in this Section shall mean any motorized vehicle used to transport persons or rental vehicles to and from the Airport without a direct fee being paid by the person(s) being transported for the service so rendered. Each such vehicle shall clearly display Trade-dress with the name of the rental car company for which the service is being provided. "Courtesy Cars", as defined below, shall not pick up non-tenant rental car customers at the Airport.

Each rental car company operating customer courtesy vehicles which desires to use Airport premises for private business and commercial purposes shall first obtain from the District the Permit hereinabove referred to, authorizing such use and pay the fee required therefor.

Rental Car Courtesy Vehicles shall be operated on, at and from the Airport in accordance with procedures established from time to time by the President/CEO or designee.

The President/CEO or designee is authorized to designate a customer loading/ unloading area at or near the airline passenger terminal building or FBO Terminal for use by non-tenant rental car and parking lot courtesy vehicles. No other area or place on Airport premises shall be used for any business or commercial purpose, directly or indirectly, by a non-tenant rental car company.

Rental Car Courtesy Vehicles shall not park or be left standing unattended in areas designated for use by the public or any other class of vehicle.

Employees of non-tenant rental car companies and operators of Rental Car Courtesy Vehicles shall not cruise or solicit business in any manner on, at or from Airport property.

Rental Car Courtesy Vehicles without Permits shall not enter upon Airport property to unload/load passengers even though such passengers have made previous arrangements for their service.

Annual fees for non-tenant Rental Car Courtesy Vehicles operating under permit on Airport property shall be established annually through the budget process.

All charges and fees (to include but not limited to credit card and GTMS processing fees) shall be payable in advance prior to issuance of a permit and prior to each annual renewal thereof, except for the Activity Fee which shall be due and payable monthly on or before the 15th of each month based upon the results of the operator's business for the preceding month. All payments due shall be remitted in full without demand, set-off or deduction.

COMMERCIAL VEHICLES-FOR-HIRE

The following provisions shall be applicable to non-tenant businesses operating commercial vehicles-for-hire to include but not limited to, taxis, limousines or buses for private business and commercial purposes on the Airport.

Each commercial vehicle-for-hire shall maintain and display, within such vehicles at all times while upon Airport property, Trade-dress in accordance with applicable laws and as reviewed and approved by the District.

Each operator/business operating a commercial vehicle-for-hire, which desires to use Airport property for private business and commercial purposes shall first obtain from the District a Permit authorizing such use and pay the fee required therefor.

Commercial vehicles-for-hire shall be operated on, at or from the Airport

in accordance with procedures established from time to time by the President/CEO or designee.

The President/CEO or designee is authorized to designate a customer loading/unloading area at or near the airline passenger terminal building or FBO Terminal for use by non-tenant commercial vehicles-for-hire. No other location on Airport property shall be used for any business or commercial purpose, directly or indirectly, by a non-tenant commercial vehicle-for-hire.

Commercial vehicles-for-hire shall only use the areas designated for use based off the class of vehicle (i.e. limousine, taxi, or bus).

Commercial vehicles-for-hire shall not be left standing unattended in any parking place, area or road.

Operators of commercial vehicles-for-hire and company personnel who may accompany them, unless authorized by Permit or Concession Agreement to do so, shall not solicit business in any manner on, at or from the Airport.

Annual fees for commercial vehicles-for-hire operating under permit on Airport property, shall be established annually through the budget process.

All charges and fees (to include but not limited to credit card and GTMS processing fees) shall be payable in advance prior to issuance of a permit and prior to each annual renewal thereof, except for the Activity Fee which shall be due and payable monthly on or before the 15th of each month based upon the results of the operator's business for the preceding month. All payments due shall be remitted in full without demand, set-off or deduction.

BAGGAGE TRANSPORTATION

The following provisions shall be applicable to non-tenant businesses operating at or from the Airport for the purpose of transporting baggage, luggage or similar items to or from other airports, or any other location under contract or for a fee.

The operator of such a baggage transportation business shall procure a permit and each individual vehicle operated by such business shall maintain and display, within such vehicles at all times while upon Airport property, Trade-dress in accordance with applicable laws and as reviewed and approved by the District.

The President/CEO or designee is authorized to designate an area or areas on the Airport property for the use of baggage transportation vehicles and no other location or area on the Airport property shall be used by any such vehicle nor shall any such vehicle be left standing

unattended on any road or within an area on the airport property not designated for the specific use of such vehicles.

Annual fees for baggage transportation vehicles operating under permit on airport property shall be established annually through the budget process.

All charges and fees (to include but not limited to credit card and GTMS processing fees) shall be payable in advance prior to issuance of a Non-Tenant Business Permit and prior to each annual renewal thereof, except the Activity fee which shall be due and payable monthly on or before the 15th day of each month based upon the results of baggage vehicle business for the preceding month. All payments due shall be remitted in full without demand, set-off or deduction.

GROUND HANDLING SERVICES

The following provisions shall be applicable to non-tenant businesses operating at the Airport for the purpose of providing ground handling services.

The operator of such a ground handler shall procure a permit.

The President/CEO or designee is authorized to designate an area or areas on the Airport property for ground handling of aircraft and any other related activities and no other location or area on the Airport property shall be used by any such business.

Annual Non-refundable fees for ground handling services operating on Airport property shall be established annually through the budget process.

All charges and fees shall be payable in advance prior to issuance of a Non-Tenant Business Permit and prior to each annual renewal thereof, except the Activity Fee which shall be due and payable monthly on or before the 15th day of each month based upon the results of ground handling services rendered for the preceding month. All payments due shall be remitted in full without demand, set-off or deduction.

OTHER MISCELLANEOUS SERVICES

The following provisions shall be applicable to non-tenant businesses operating at the Airport for the purpose of providing miscellaneous business services.

The operator of a miscellaneous business shall procure a permit.

The President/CEO or designee is authorized to designate an area or areas on the Airport property for any miscellaneous business services and any other related activities and no other location or area on the Airport property shall be used by any such business.

Annual fees for miscellaneous services operating on Airport property shall be established annually through the budget process.

All charges and fees shall be payable in advance prior to issuance of a Non-Tenant Business Permit and prior to each annual renewal thereof, except the Activity Fee which shall be due and payable monthly on or before the 15th day of each month based upon the results of miscellaneous business services rendered for the preceding month. All payments due shall be remitted in full without demand, set-off or deduction.

GROUND TRANSPORTATION MANAGEMENT SYSTEM (GTMS)

The District has implemented a GTMS at the Airport in order to track commercial ground transportation activity, and compliance on and through Airport property. All Commercial Vehicles shall be subject to and must participate in the GTMS, unless otherwise excluded pursuant to the terms of a permit or Concession Agreement with the District. The District reserves the right from time to time to amend the Policies and Procedures governing the GTMS. In general, the GTMS may use a combination of cameras, LPR, and AVI which could consist of a transponder installed on all Commercial Vehicles to track ground transportation activity. Fees shall be charged to Commercial Vehicles for usage of Airport property per the fee schedules adopted by the District. The District is further empowered to impose civil penalties on Commercial Vehicles that operate on Airport property without registering with the District and employing the GTMS.

PAYMENT OF FEES

All charges and fees (to include but not limited to credit card and GTMS processing fees) shall be payable in advance prior to issuance of a Non-Tenant Business Permit and prior to each annual renewal thereof, except that all fees based on percentage of gross receipts or other activity/unit charges shall be payable monthly on or before the 15th day of the succeeding month and shall be adjusted based upon an annual audit by a Certified Public Accountant furnished to the Airport at the permit holder's expense, within one hundred and twenty (120) days of their year-end accounting period. All payments due shall be remitted in full without demand, set-off or deduction.

ACTIVITY REPORT/AUDIT

The District shall have the right to require a Non-Tenant Business to deliver a statement signed by an officer of the business, in such form and with such detail as District may reasonably request, setting forth Operators activity during the preceding calendar month or for a period as determined by the District.

The District shall have the right to authorize an audit of the Non-Tenant Business records pertaining to its operation on the airport. Such audits may be conducted by District personnel or undertaken by a reputable firm of certified public accountants. The cost of such audits if undertaken by CPA shall be borne by the airport, unless the results of such audits reveal a discrepancy of more than five (5) percent between the gross sales reported to the airport. In case of such discrepancy, the full cost of the audit shall be borne by the non-tenant.

OTHER

Anything to the contrary notwithstanding, nothing hereinabove shall be deemed to require more than one permit per vehicle which is to be operated for business or commercial purposes on the Airport.

In the event any portion of this Resolution is determined by a court of competent jurisdiction to be invalid, the remainder hereof shall continue in full force and effect.

VIOLATIONS, REVOCATIONS, APPEALS

Non-Tenant Business operators are responsible for the conduct and actions of their drivers (whether or not they are employees, or contracted), including compliance with the policies contained herein, the Airport Rules and Regulations, and the Terms of the Non-Tenant Permit. In considering any fine, suspension, or revocation, the District may consider actions taken by the operator to act responsibility, take disciplinary measures, mitigate damage, or otherwise take appropriate corrective action. Nevertheless, operators are ultimately accountable for the action of their employees and drivers.

The President/CEO or designee ~~(s)~~ may impose fines, suspension, or revocation upon any Non-Tenant Business who, after due investigation, is found to have violated any of the policies contained herein, the Airport Rules and Regulations or the Terms of a Non-Tenant Permit. If the person violating any provision of this Section is a business, company or corporation, the officer, agents or employees thereof who shall violate or procure, aid or abet any violation of any of the provisions of this Section or permit the operation of any Commercial Vehicle contrary to the requirements thereof shall be subject to the same penalties as if they themselves were personally operating such Commercial Vehicle at the time such violations were committed.

Fines/Suspension

In addition to all remedies provided by law, fines and/or suspensions may be imposed at the discretion of the President/CEO or designee ~~(s)~~ for any violation of the policies contained herein, the Airport Rules and Regulations or the Terms of a Non-Tenant Permit.

Guidelines for Administrative Actions

Administrative actions will be evaluated based on the specific circumstances of each violation. The severity, potential impact and number of offenses will be considered in any administrative action. Violations that have a potential negative impact upon safety, business operations, or customer experience are considered serious infractions and will be dealt with more severely. Unless otherwise stated in individual Permits, Processes, or Agreements, the District has established the following guidelines for Fines/Suspensions.

- First Offense - $75 fine and/or up to a 30-day suspension
- Second Offense - $150 fine and/or up to a 60-day suspension
- Third Offense - $300 fine and/or up to a 180-day suspension

Revocation

Revocation of a Non-Tenant Permit and/or operating privileges is for an indefinite period of time – specified at the time of revocation – and may be imposed for any violations set forth herein and any of, but not limited to, the following violations:

- Failure to pay required fees within fifteen (15) days of suspension.
- Any violation of the policies contained herein, the Airport Rules and Regulations or Terms of the Non-Tenant Permit.
- Falsified documents presented to the Airport District.

Continuing Violation

Each day's failure to comply or willful violation of the policies contained herein, the Airport Rules and Regulations or the Terms of the Non-Tenant Permit shall constitute a separate and distinct offense and shall be separately punishable.

Imposition and Review of Administrative Actions and Revocations

The business shall be entitled to appeal a suspension or revocation by filing a written Notice of Appeal within fifteen (15) days of notification of suspension or revocation. The decision of the District shall be final, and any appeal therefrom shall be to the courts of the State of South Carolina. In the case of suspension only, the permit shall be restored to the business at the expiration of the period of suspension. In the case of revocation, the business must wait a minimum of sixty (60) days before submitting an application for a new Permit.

RIGHT TO AMEND POLICY

The District reserves the right to adopt such amendments to this policy and the Non-Tenant Business Permit from time to time as it determines is necessary or desirable to reflect current trends of airport activity for the benefit of the general public or the operation of the Airport.

APPROVAL AND UPDATE HISTORY	November 18, 2024
APPROVAL	September 9, 2019

OBJECTIVE

To establish criteria for issuing payments and to enhance internal financial controls.
Payments may be issued using checks, automatic clearing house (ACH), wire transfers, or any other method practical for use by the District.

METHOD OF OPERATION

AUTHORIZED PAYMENT APPROVERS

Authorized payment approvers for the District's bank and credit accounts include the following:

- President/CEO
- Vice President/CFO
- Designee of President/CEO
- ~~Senior Vice President/COO~~

REQUIRED APPROVALS

For payments less than or equal to $10,000:

- Only one (1) approval is needed.

For payments greater than $10,000 and less than $25,000:

- Any two (2) approvals are needed.

For payments greater than or equal to $25,000:

- Two (2) approvals are needed, one of which must be the President/CEO or the President/CEO's delegate.

Exceptions to the thresholds above shall be approved by the President/CEO in writing.

APPROVAL AND UPDATE HISTORY	September 16, 2024 September 21, 2026
APPROVAL	September 9, 2019

OBJECTIVE

To ensure compliance with and to follow SC State Statutes regarding budget adoption procedures for political subdivisions of South Carolina.

APPLICABLE CODE OF LAW & REGULATORY AUTHORITY

Title 6, SC Code of Laws Unannotated, Chapter 1, Section 6-1-80

SECTION 6-1-80. Budget adoption.

A. county, municipality, special purpose or public service district, and a school district shall provide notice to the public by advertising the public hearing before the adoption of its budget for the next fiscal year in at least one South Carolina newspaper of general circulation in the area. This notice must be given not less than fifteen days in advance of the public hearing and must be a minimum of two columns wide with a bold headline.

B. The notice must include the following:
    1. the governing entity's name;
    2. the time, date, and location of the public hearing on the budget;
    3. the total revenues and expenditures from the current operating fiscal year's budget of the governing entity;
    4. the proposed total projected revenue and operating expenditures for the next fiscal year as estimated in next year's budget for the governing entity;
    5. the proposed or estimated percentage change in estimated operating budgets between the current fiscal year and the proposed budget; (6) the millage for the current fiscal year; and
    6. the estimated millage in dollars as necessary for the next fiscal year's proposed budget.

C. This notice is given in lieu of the requirements of Section 4-9- 130.

METHOD OF OPERATION PRCEDURE

At least fifteen (15) days in advance of the Commission meeting scheduled for the presentation and adoption of the upcoming fiscal year District budget, notice of such meeting will be:

- posted on the District's website;
- posted in lobby of the District's Administration Offices;
  advertised in the Greenville News and Spartanburg-Herald Journal or similar local newspapers.

APPROVAL AND UPDATE HISTORY	**September 16, 2024**
APPROVAL	**September 9, 2019**

GREENVILLE-SPARTANBURG AIRPORT DISTRICT

GSP INTERNATIONAL AIRPORT
ROGER MILLIKEN FIELD

ADMINISTRATIVE POLICIES AND PROCEDURES

Adopted: September 9, 2019

Revised: September 21, 2026

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PURPOSE

The Greenville-Spartanburg Airport District is a political subdivision of the State of South Carolina created for the purpose of developing and operating the Greenville-Spartanburg International Airport.

IDENTIFICATION

The name of this organization is the Greenville-Spartanburg Airport District, from this point on referred to as the **District.** The District is directed and governed by the Greenville-Spartanburg Airport Commission, from this point on referred to as the **Commission.**

FUNCTIONS

To determine policy and administer the provisions of the laws of South Carolina.

APPROVAL AND UPDATE HISTORY	
APPROVAL	September 9, 2019

OBJECTIVE

To administer the provisions of the legislation creating the District as codified in the Code of Laws of South Carolina 1962 (Section 55-11-110 et seq) (the "Legislation").

METHOD OF OPERATION

PURPOSE OF THE COMMISSION

To carry out the objectives of the Legislation and to serve the public interest through the coordination of the planning, financing, construction, and operation of the aviation facilities known as the Greenville-Spartanburg International Airport in Greenville & Spartanburg counties, South Carolina.

FUNCTIONS OF THE COMMISSION

- To exercise the powers of the District to make rules and regulations concerning its operations and facilities.
- To adopt resolutions, policies and procedures.
- To approve the District's annual operating budget and capital improvement expenditures.
- To serve as a public forum for citizens on aviation matters.

POWERS OF THE COMMISSION

The Commission has all powers necessary to carry out the purposes of the Legislation.

MEMBERSHIP OF THE COMMISSION

The membership of the Commission consists of three (3) members who are residents of Spartanburg County, and who are appointed upon the recommendation of a majority of the members of the Spartanburg County legislative delegation AND three (3) members who are residents of Greenville County, and who are appointed upon the recommendation of a majority of the members of the Greenville County legislative delegation. Thus, a total of six (6) members exist. Upon election by a majority of the Greenville or the Spartanburg delegation, as the case may be, the secretary or acting secretary of the respective county delegation shall certify the approval to the Governor, who shall appoint the nominee for a term of six (6) years.

ELECTION

There shall be elected from the members of the Commission a Chair and a Vice-Chair. The Chair and Vice-Chair shall not be from the same county.

CHAIR AND VICE CHAIR SELECTION GUIDELINES

In electing a Chair and Vice Chair

- Proven leadership skills
- Strategic and facilitation skills including the ability to influence and foster collaborative decision making
- Relationship building skills and availability to interact with President/CEO, other Commission Members, and other constituencies and stakeholders as may from time to time be required
- Effective communication skills
- Commitment to governance and to the public duties of the role
- Experience and tenure as a Commissioner
- County of residence and tenure of the current Chair and Vice Chair

TERM OF OFFICE

The term of office of all officers appointed by the Commission pursuant to Article III of the Bylaws of the Greenville-Spartanburg Airport Commission shall be for two years, with the first such two-year term to commence on January 1, 2026, and to be voted on by the Commission at the regularly scheduled Commission meeting immediately preceding the end of each two-year term.

OFFICERS OF THE COMMISSION

1. Chair. The Chair shall call and preside at all regular and special meetings of the District. The Chair shall preside at meetings of the Commission and the business and affairs of the District shall be under his/her direction. He/she may take binding action in any matter where formal action by the Commission is not required by law, and he/she may exercise any of his/her powers by and through the President/CEO; provided, however, that the Commission may, at any meeting, overrule any decision or action taken by, or at the direction of, the Chair, and may place such limitations upon his/her power and authority as a majority of the Commission present at any meeting may direct.
2. Vice-Chair. The Vice-Chair shall preside at meetings and perform the duties of the Chair in the absence or incapacity of the Chair. The Chair and Vice-Chair shall not be residents of the same County.
3. Secretary. The Secretary of the Commission shall be appointed by the Commission. He/she need not be a member of the Commission. He/she shall be responsible for preparing minutes of all Commission Meetings and for attesting and impressing the corporate seal of the District upon official documents, where required.
4. Treasurer. The Commission shall appoint a suitable person who need not be a member of the Commission, to act as Treasurer of the District. He/she shall be responsible for receipt and disbursement of the funds of the District and the safekeeping thereof. He/she shall be bonded in an amount to be determined by the Commission. The same person may act as both Secretary and Treasurer of the Commission.
5. President/CEO. The President/CEO shall be appointed by the Commission. He/she shall act under the general direction of the Chair and shall be responsible for the day to day operation of the business and affairs of the District. He/she shall execute and deliver on behalf of the Commission agreements and documents necessary to the orderly conduct of the Commission's business and affairs. He/she shall assume all the duties of the Secretary and Treasurer of the District in the absence of the appointment of some other person to these offices and, with the consent of the Chair, he/she may appoint as many Assistant Secretaries and Assistant Treasurers as, in his/her judgment, may be required for the orderly conduct of the Commission's business and may require and procure, on behalf of the Commission, such bonds as may be reasonably necessary to the security of the funds of the District. He/she shall keep the Chair informed of his/her acts and doings and shall report to the Commission at its next meeting any action he/she may have taken which requires the exercise of

judgment as to the best interest of the affairs of the Commission. He/she shall advise the Chair and the Commission in advance of taking any action as to all matters which may require their judgment or discretion before taking any irrevocable action thereabout.

MEETINGS

NOTICE

The Commission shall meet at such times and places as the Chair or the Vice-Chair may specify. Meetings of the Commission shall, except for executive sessions, be open to the public. The Secretary shall, if feasible, give notice of each meeting to each member of the Commission and other interested parties, including such of the news media as may have made written request for such notice, five (5) days in advance of the date of the meeting, and no later than twenty-four (24) hours before any meeting, unless an emergency meeting of the Commission is necessary in which case, the Secretary shall give as much notice as is practicable. Notice of every meeting shall be posted on the District office bulletin board; provided, however, that in an emergency, all notice may be waived if the written consent of each member of the Commission is given to any corporate action taken at the meeting and if the public and the press are given every reasonable opportunity to examine into and inquire about any such action. Notice of each meeting shall be accompanied by an Agenda which sets out the general nature of all matters to be considered by the Commission at such meeting.

QUORUM

A simple majority of the Commission shall constitute a quorum; provided, that the affirmative vote of at least one (1) member from each of the Counties comprising the District shall be required to validate any action taken by the Commission.

PLACE

Unless otherwise specified in the notice of the meeting, all meetings of the Commission shall be held at the Commission's offices at the Greenville-Spartanburg International Airport. Meetings may be held by means of telephonic or electronic equipment; provided, that the members of the Commission and the public attending such meeting can hear and communicate each with the other.

EXECUTIVE SESSIONS

The Commission may go into Executive Session for any purpose not specifically prohibited by the South Carolina "Freedom of Information Act." The Commission shall take no official action in Executive Session, and after any such session, the meeting shall be reconvened for the purpose of considering any matter properly before the Commission.

MINUTES

Written minutes of each meeting of the Commission shall be prepared by the Secretary of the Commission, or at his/her discretion, by an Assistant Secretary, and shall be sent to each Commissioner and

opened to public inspection when adopted by the Commission in writing or at its next meeting.

EMERGENCY MEETINGS

Meetings of the Commission to deal with a bona fide emergency may be held as necessary, with reasonable notice, as long as the action taken at the meeting is subsequently ratified by the District. However, no approval of the District's annual budget may be granted at an emergency meeting.

AGENDA AND MINUTES

The President/CEO prepares an agenda and the Secretary or Designee maintains minutes of each meeting.

Material required for a regular meeting is distributed to each Commission member no less than two (2) days prior to such meeting.

Minutes of the Commission meetings are public records and will be open to public inspection as provided by the laws of the State of South Carolina.

COMMITTEES

The Commission shall appoint such permanent and ad hoc committees as it may deem to be necessary for the orderly conduct of the business and affairs of the Commission and shall, by resolution, prescribe their powers and duties.

FINANCIAL

The Fiscal Year of the District begins July 1 and ends June 30.

The President/CEO prepares a budget on or before June 15 of each year for the next ensuing year for approval by the Commission.

The Commission initiates an annual audit of the financial records of the District by an independent certified public accountant, which is accompanied by the Vice President/CFO's opinion and any qualifications relating thereto.

DOCUMENTS

In the absence of action by the Commission to the contrary, the President/CEO may execute any and all documents of whatever nature or kind adopted or promulgated by the Commission. He/she may, within his/her discretion, cause such documents to be attested by the Secretary or any Assistant Secretary and the corporate seal of the District impressed thereon. He/she shall not, however, attest his/her own signature. No further evidence of corporate action shall be necessary to bind the Commission to the faithful performance of the terms, provisions and covenants contained in any document so executed and delivered.

RULES AND REGULATIONS

In compliance with the Legislation, the Commission adopts its Policy and Procedure Manual and the Greenville-Spartanburg International Airport Minimum Standards and Rules and Regulations. Additions to or amendments of such documents are proposed by the President/CEO and are subject to adoption by the Commission.

INDEMNIFICATION	Any member of the Commission or officer of the District, shall be indemnified or held harmless by the District as to any liability arising out of any claim or demand of any nature or kind asserted against any such person on account of any official action taken or participated in by him or them in the carrying on of the business and affairs of the Commission. He/she shall be provided with such defense, including employment of attorneys and payment of reasonable fees for their services, as may be reasonably required to protect him against any personal liability on account of any alleged misfeasance, malfeasance, negligence or willful misconduct to the full extent permitted by the statutes and laws of the State of South Carolina and of the United States in such instances made and provided.
EMERGENCY ACTIONS	In the event of an emergency involving immediate danger to the health, safety, or welfare for the public, the President/CEO may, with the Chair's concurrence, adopt any rule or regulation to protect the public interest, provided that prior to or at the time of the adoption of the rule or regulation, the President/CEO provides to the Commission a written report of the immediate danger that exists and the reason for needing the emergency rule. An emergency rule or regulation is effective for ninety (90) days only after its adoption, during which time, regular rule-making procedures may be invoked. An emergency rule or regulation may become effective immediately.
ETHICS	Members of the Commission are subject to the Rules of Conduct which are set forth in South Carolina Code Section 8-13-700 et seq., applicable to "public members," which term is defined in South Carolina Code Section 8-13-100(26) as "an individual appointed to a non-compensated part-time position on a board, commission or counsel." Members of the Commission who have questions or need advice regarding the Rules of Conduct may consult with the law firm serving as General Counsel to the District or with the staff of the State Ethics Commission. Each Commissioner will complete and sign a Conflict of Interest Policy Disclosure Form and deliver it to the President/CEO of the District not later than January 31th, of each fiscal year. A copy of the disclosure form is attached to this Section 102.00.
Title VI	In compliance with the GSP Title VI Plan, every 3 years all Commissioners will receive an email asking them to voluntarily and anonymously provide demographic information.

APPROVAL AND UPDATE HISTORY	July 14, 2025
APPROVAL	September 9, 2019

GREENVILLE-SPARTANBURG AIRPORT DISTRICT

Conflict of Interest Policy Disclosure Form

1. I hereby certify that I understand as a member of the Commission that I am subject to the Rules of Conduct set forth in South Carolina Code Section 8-13-700 et seq., applicable to "public members".
2. I hereby certify that neither I, nor any member of my immediate family, nor any business with which I am associated, holds any position, affiliation of material financial interest, direct or indirect, in any entity which would constitute a conflict of interest in my role as a Commissioner, except as follows:

   _____

3. I hereby certify that neither I nor any member of my immediate family has accepted gifts valued at more than $25.00 in a day, or $200.00 in the aggregate in a calendar year, if there is reason to believe the gift would not have occurred but for my position on the Commission.
4. I hereby agree to report promptly any additional matters, which may develop or come to my attention within the scope of this Disclosure Form between now and the next annual request for disclosure.

_____
Printed Name

_____
Signature

_____
Date

OBJECTIVE

To direct the operation of all airports and projects under the jurisdiction of the District. Plans, develops and implements facilities and services to meet community aviation needs.

POLICY

GENERAL

The President/CEO reports to the Commission. The President/CEO is responsible for the implementation of Commission's policies and directs the operation, management, and promotion of all activities, which the District is charged with under the provisions of its enabling legislation.

The President/CEO:

- Is the Chief Executive Officer and head of the administration of the District, and recommends specific goals and objectives to the Commission.
- The President/CEO shall be responsible to the Commission for the proper administration of all affairs of the Commission, and to that end, subject to provisions of the Legislation, shall have power and shall be required to:
  (1) Select, employ, and discharge, all subordinate personnel as may be required to do the work of the District.
  (2) Fix and or adjust the salary of employees of the District, within the budget of the Commission.
  (3) Endorse all contracts, bonds, utility easement and other instruments in writing in which the District is interested.
  (4) Prepare the annual budget, in conjunction with the Vice President/CFO, for the District and submit it to the Commission, and be responsible for its administration after adoption.
  (5) Prepare and submit, in conjunction with the Vice President/CFO, to the Commission, as of the end of the fiscal year, a complete report on the finances and administrative activities of the District for the preceding year.
  (6) Keep the Commission advised of the financial condition and future needs of the District, and make recommendations as necessary.
  (7) Perform such other duties as may be necessary in the proper administration of the facilities operated by the District.
- Collects and evaluates data pertaining to:
  (1) population trends and movement of population centers,
  (2) other transportation media,
  (3) all applicable regulations and laws,

(4) technological advances,
(5) community needs,
(6) needs and plans of other agencies and authorities.

- Develops alternate plans for airport expansion, improvement, and additions.
- Directs the administration and operation of the airport through staff.

MEMBERSHIPS

The President/CEO serves as a member on numerous boards and committees, both at the local level and national level.

ABSENCE OF PRESIDENT/CEO

In the absence of the President/CEO, the senior staff member so designated by the President/CEO (length of time to be determined by the President/CEO) serves in an acting capacity and performs such duties inherent to the President/CEO's position. Should the President/CEO be unable to perform the assigned duties for any reason, the Chair of the Commission designates an acting President/CEO, to be confirmed by the Airport Commission at its next meeting.

APPROVAL AND UPDATE HISTORY	September 16, 2024
APPROVAL	September 9, 2019

OBJECTIVE

To establish a policy for the management of all property (land and/or buildings) comprising the District.

Note: This policy does not apply to the commercial passenger terminal. The terminal complex rental methodology utilizes a compensatory cost rate recovery methodology under which tenants pay only for the space that they occupy. Also, the rental methodology for concessions located within the terminal complex is based on a Minimum Annual Guarantee (MAG) or percentage fee that is established through either a competitive selection process or direct negotiation.

METHOD OF OPERATION

1. The District will not lease property for a commercial use except at its fair market rental value. For purposes of this policy, the fair market rental value of property leased for a commercial use shall equal the then fair market rental value of such property for its highest and best use. The fair market rental value shall be based on an appraisal of such property (or of comparable property) performed or updated not more than twenty-four (24) months prior to such use by an appraiser designated as a " Member Appraisal Institute ("MAI") appraiser by the American Institute of Real Estate Appraisers or comparable person qualified to appraise real estate ("Qualified Appraiser"). All rentals under leases of commercial property may be increased every five (5) years to the then fair market rental value of such real property, based on reappraisal by a Qualified Appraiser. Typically, Annual Consumer Price Index (CPI) adjustments will also be applied.
2. The District will not lease property for aeronautical uses except at a fair and reasonable rental value. Such rental value will allow the District to be as self-sustaining as possible under all circumstances then existing at such airport. Typically, rates will equal the then fair market rental value of such property for its highest and best use. The fair market rental value shall be based on an appraisal of such property (or of comparable property) performed or updated not more than twenty-four (24) months prior to such use by an appraiser designated as a "MAI" appraiser by the American Institute of Real Estate Appraisers or comparable person qualified to appraise real estate ("Qualified Appraiser"). Leases of property for aeronautical purposes shall provide for increases in rental rates at least every five (5) years to ensure that the rental value remains fair and reasonable. If the District is asked to approve a lease for aeronautical purposes at less than Fair Market Rental Value (FMV), the Commission shall be advised in writing of the justification for the proposed rent, the amount by which such rent differs from the existing fair market rental value of such property for its highest and best use (if this amount has been determined), and of the comparable rent charged by other airports in South Carolina for property used for similar

aeronautical purposes. Typically, Annual Consumer Price Index (CPI) adjustments will also be applied.

This policy shall not prevent the District from providing lessees of property with reasonable market incentives to promote interest in developing the property (including without limitation, reasonable limitations on increases in the annual rent resulting from reappraisal during a portion of the lease term).

3. The District shall have the right to approve leases that vary from this policy, but the justification for any such variation shall be provided to the Commission in writing at the time approval by the Commission is requested.

APPROVAL AND UPDATE HISTORY	
APPROVAL	September 9, 2019

OBJECTIVE

To describe the normal procedures for the proper management of revenue generating lease agreements. The procedure outlines the processes and designates the responsible parties for controlling both monetary and non-monetary matters associated with lease agreement.

METHOD OF OPERATION

NEGOTIATION OF LEASES

Once staff is aware of a party's ("tenant") desire to lease space at the airport, a meeting is conducted with the tenant to determine the type of business that the tenant desires to conduct from the premises and the various uses of the property that would result from the business, the amount of space required, need for access to the airfield, etc. Once these factors are known staff will recommend, on a preliminary basis, a general site for the location of the tenant. A range of rental values may be given to the tenant, with the understanding that the actual rental rate will be based on the fair market value of the property or a reasonably equivalent property having close proximity and of like use, to the intended parcel.

DRAFTING OF LEASE AGREEMENTS

Unless the proposed business is of a unique nature, or will potentially have terms that are unique, staff will provide the potential tenant with a standard form lease for the type of business to be conducted.

If a standard form lease is not available, staff will draft an appropriate document. After review by the District's legal counsel, staff will send a copy of the drafted agreement to the tenant. In some instances, staff may request that legal counsel prepare the initial document.

Staff and legal counsel will then negotiate a final form of lease document with the tenant.

DRAFTING OF LEASE AGREEMENTS-INITIAL APPRAISAL

If an appraisal of the property to be leased, or an appraisal of reasonably equivalent property in close proximity to the property to be leased, has not been obtained within the last twenty-four (24) months, staff will contact a Qualified Appraiser (as that term is defined in the Property Management Policy) familiar with airport property and procure the appraisal based upon the approximate size of the leasehold for its highest and best use. The appraisal will be used to determine the base rental rate in conformance with the Property Management Policy.

PROPERTY SURVEYS

If deemed necessary by the President/CEO or designee, a boundary drawing or survey of the property is obtained to accurately describe the lease boundaries and the size of the premises. From this information rental amounts are calculated on the gross area of the premises and
included in the lease agreement.

APPROVAL OF LEASES WITH TERMS EQUAL TO OR LESS THAN 5 YEARS

The President/CEO has the authority to approve any and all leases with an initial term equal to or less than five (5) years. Option periods not exceeding five (5) years may be included so long as each such option period is subject to mutual agreement and execution.

Concessions Program Agreement Terms are addressed in Section 106.00

APPROVAL OF LEASES WITH TERMS GREATER THAN 5 YEARS

All other leases with an initial term exceeding five (5) years must be submitted to the Commission for approval.

Staff will prepare a memorandum for Commission consideration discussing the type of lease, uses of leasehold, leasehold size, length of term, rental rate, rental rate adjustments, investment requirements by lessee, and any obligations of the District. This memorandum shall identify any market incentives contained in the proposed lease, the justification for the proposed rental (if the lease is for aeronautical purposes), and the justification for any variations from the Property Management Policy.

LEASE EXECUTION

Upon execution of the agreement by the tenant, the tenant must provide to the District all required evidence of insurance coverages and evidence of financial security (bond, letter of credit, deposit, etc.) as may be required in the agreement. The agreement is again reviewed by the District's legal counsel and if approved, is then presented the President/CEO or designee for execution.

LEASE FORM SUMMARY

Once the lease agreement has been fully executed, a lease summary form outlining the terms of the agreement will be prepared. The summary form includes financial terms, commencement and expiration dates, dates of rental adjustments, obligations of both parties including the filing of "as built" construction plans, final construction costs, etc.

PERIODIC RENTAL ADJUSTMENTS AND RE-APPRAISALS

Periodic rental adjustments to the financial terms of the lease agreement are monitored through a lease management system. A tickler system based on the information provided on the summary form generates a monthly report notifying staff in advance of upcoming changes.

Appraisals required for periodic rental adjustments are obtained after the notification provided by the monthly tickler report. The notification is normally provided six (6) months in advance of the rent adjustment date. When the appraisal is received, the adjustment is calculated, and a notice is provided to the tenant. The tenant has the period specified in the lease (normally thirty (30) days) to disagree with the appraisal and rental increase amount. If the tenant does not timely protest the increase, the Finance Department is notified of the change in the rent and its effective date. If the tenant disagrees with

the appraisal and rental increase on a timely basis, procedures outlined in the lease agreement are followed to resolve the protest.

MONITORING OF LEASE COMPLIANCE

There are several facets of a lease which need to be monitored including: insurance, construction and as-built plans, certified costs for improvements, payment of taxes and assessments, changes in financial terms, length of lease term and options, and condition of premises.

Most of these items are monitored through a lease management system for expiration dates or tickler dates. Construction plans are reviewed by the President/CEO or designee for approval prior to construction. As-built drawings are obtained once any construction is completed and these drawings are then reviewed by President/CEO or designee. Certified statements of the cost of the construction are reviewed by the President/CEO or designee. The cost statement document is then filed with the agreement. The lease management system is also used to monitor the expiration of an agreement along with renewal option notices.

In conjunction with Greenville and/or Spartanburg County, staff monitors payment of taxes and assessments by its tenants and notifies those that are delinquent if it receives notification from the taxing body. In addition, the tenant premises are inspected routinely by District staff.

REQUIRED DOCUMENTATION IN LEASE FILES

All contract files shall have the following type of information:

(a) Original appraisal and re-appraisals including notices to the tenant of rental increases.

(b) Memoranda to the Commission containing the information required by the Property Management Policy, with minutes showing action taken on the original lease and any subsequent amendments.

(c) Documentation supporting the rental rate if the rate is less than fair market rental value.

(d) FAA consent letter for non-aviation leases, if required.

(e) The lease summary, and

(f) General correspondence

TENANTS LISTS

Staff will maintain a list of leases at the airport. This list will be broken down by general location on the airports and will include the name of the tenant, lease term, square footage/acreage and the current rental rates for each tenant. This list will be updated every six (6) months.

MARKETING OF DEVELOPABLE LEASEHOLDS	Staff will market its properties in various ways including, but not limited to: marketing brochures, posting of site availability signs on developable parcels, publishing requests for proposals for various sites, advertising in trade journals, website, and trade shows & conferences.

APPROVAL AND UPDATE HISTORY	September 21, 2026
APPROVAL	September 9, 2019

OBJECTIVE

To establish a policy for managing and developing the concessions program within the commercial passenger terminal.

PROGRAM GOALS

The goals for the concessions program are as follows:

- Attract the best local, national, and international food and beverage, retail, and service concepts and tenants as well as retain a "best in class" concessions program.
- Keep the concessions program fresh and dynamic by introducing new concepts services, and technologies that are consistent with the needs and desires of the traveling public.
- Pursue creative concessions design to entice and excite customers by merging architecture, design, graphics, and concessions concept branding together in a cohesive way while still preserving the commercial passenger terminal's aesthetically pleasing appearance.
- Maximize commercial passenger terminal revenue while providing customers with high-quality goods and services that are competitively priced, conveniently located, and that reflect the needs, desires, and the expectations of the traveling public.
- Maximize small and local business as well as joint ventures, franchises, and corporate opportunities for Airport Concessions Disadvantaged Business Enterprise (ACDBE) firms. The District will comply with all FAA ACDBE requirements.

CONTINUOUS IMPROVEMENT

Concessions programs are a major determinant of passenger satisfaction within the overall airport experience. Passengers are spending more time in airports, particularly in the areas beyond security. Food and beverage as well as lounge services have become more important as airlines continue to reduce or eliminate meal services. Customers prefer having varieties of food, beverage, and retail options as well as different types of services available to them.

Therefore, passengers today have come to expect a wide range of high-quality dining, shopping, and consumer service offerings at reasonable prices in modern and well-designed restaurants, lounges, and stores. As customer preferences change, the concessions program should adapt as well. This may require adjusting specific aspects of a concept at the mid-term refurbishment (where applicable) or completely changing the use of a space to a different type of concept at the expiration of a concession agreement.

METHOD OF OPERATION

CONCESSIONS BUSINESS TERMS

The District may utilize either a competitive selection process or direct negotiations for each concession's opportunity within the commercial passenger terminal. The term of each opportunity may vary

depending upon total investment by the tenant. However, in no case shall any concessions lease agreement be for a term longer than ten (10) years.

If a competitive selection process is used, selection of the concessionaire should be based upon evaluation criteria that are established before proposals are solicited and should be communicated to all prospective concessionaires. The evaluation criteria may include, but need not be limited to, the current qualifications of the proposer, the proposer's collective experience in operating a business similar to the proposed concessions, the proposer's specific experience in operating a concessions at a similar sized or larger airport based on enplanements, the degree to which the proposer is able to conform to the District's operating requirements, the annual revenue to the District based on the proposal, the ability of the proposer to fund and manage the concession, the degree to which the proposer's concession business would complement the current mix of other concessions, and the quality of the concept.

If the direct negotiation process is used, it does not mean that a proposer is not in competition for the concession opportunity, as the District is expected to still exercise due diligence in determining the contract terms that could be obtained from other proposers or are otherwise commercially reasonable.

Regardless of which method is used, all prospective concessionaires shall meet the following minimum qualifications:

1. Minimum Years of Experience Required. Each proposer must have a minimum of four (4) years of experience within the past five (5) years in the ownership, management and operation of a retail, food and beverage, or service business. Ownership means control of more than 50% of the equity of the business. If a proposer has multiple owners, a majority of the equity must be held by individual(s) who meet this minimum qualification.
2. Financial Capability. The District will review information concerning the proposer's financial capability (defined as the ability to finance the improvements and provide working capital necessary to operate the concession in accordance with the concession lease agreement provisions) and may contact the proposer to obtain any additional information needed to make this determination in the District's sole discretion.

DESIGNATION OF CONCESSIONS AREAS

The President/CEO or designee of the District shall be in charge of designating areas within the commercial passenger terminal for concessions.

CENTRALIZED RECEIVING AND DISTRIBUTION FACITLITY	All concessionaires located in the commercial passenger terminal shall be required through their lease agreement to utilize the Centralized Receiving and Distribution Facility for the receipt and return of all goods and products. This service shall be provided by the District at a reasonable cost as determined by the President/CEO or designee of the District.

APPROVAL AND UPDATE HISTORY	
APPROVAL	September 9, 2019

OBJECTIVE

To establish a Records Management Program that ensures the Greenville-Spartanburg Airport District manages public records in compliance with the South Carolina Public Records Act, records retention schedules approved by the South Carolina Department of Archives and History (SCDAH), and other applicable federal and state laws. The Records Management Program provides for the systematic creation, maintenance, protection, retention, and disposition of public records throughout their lifecycle.o plan, organize, coordinate, direct, control, and supervise all public records within the District, from creation to final disposition.

METHOD OF OPERATION

The Greenville-Spartanburg Airport District shall administer the Records Management Program in accordance with the South Carolina Public Records Act, (S.C. Code Ann. §§ 30-1-10 through 30-1-170), regulations and guidance issued by the South Carolina Department of Archives and History, approved records retention schedules, and applicable District policies.

The District shall:

- Create and maintain records that adequately document the transaction of public business;
- Retain records for the minimum period established by approved records retention schedules;
- Protect records from unauthorized access, alteration, loss, and destruction;
- Preserve records for permanent or historical value; and
- Dispose of records only as authorized by approved records retention schedules and applicable law.

DEFINITIONS

Agency – The Greenville-Spartanburg Airport District.

Custodian - President/CEO or designee.

Archives – South Carolina Department of Archives and History.

Public Records - " all books, papers, maps, photographs, electronic records, emails, databases, recordings, or other documentary materials, regardless of physical form or characteristics, that are prepared, owned, used, received, or retained by the District in the transaction of public business, as defined by the South Carolina Public Records Act.

Records Management - The systematic control of records to meet the Agency's needs.

Records Officer - The President/CEO of an agency or subdivision is the "legal custodian" of public records. He/she may appoint a records officer to act on his/her behalf. (Section 30-1-20).

Retention - The maintenance of public records for the period established by an approved records retention schedule.

Records Retention Schedules - A schedule approved by the South Carolina Department of Archives and History that establishes the minimum

retention period and authorized disposition of public records.

RESPONSIBILITY

The President/CEO shall designate a Records Officer to administer the District's Record Management Program.

The Record's Officer shall:

- Administer and oversee the District's record management program;
- Ensure compliance with approved records retention schedules;
- Provide guidance to departments regarding records management requirements;
- Coordinate the retention, transfer, and disposition of records; and
- Serve as the District's liaison with the South Carolina Department of Archives and History, as appropriate.

Department Directors are responsible for maintaining records within their departments in accordance with approved records retention schedules and District policy, and for ensuring records are retained, protected, and disposed of in accordance with applicable legal requirements.

PROTECTION OF RECORDS

The legal custodian of public records must protect them against deterioration, mutilation, theft, loss or destruction, and make them available for easy use.

No records of long term or enduring value, including those generated by and stored in electronic information systems or other media may be destroyed or erased without an approved retention schedule.

DESTRUCTION OF PUBLIC RECORDS

Destruction of records is accomplished through the process of shredding, maceration, incineration, recycling, burial in a landfill, or other method that has been approved by the District in accordance with its established guidelines.

Public records shall be destroyed only after the applicable retention period has expired in accordance with an approved records retention schedule issued by the South Carolina Department of Archives and History.

Records shall be destroyed using methods appropriate to the sensitivity of the information contained within the records and in a manner that prevents unauthorized disclosure. Acceptable methods may include shredding, secure recycling, electronic destruction, or other approved methods.

SURVEY OF RECORDS

Each Department Director shall periodically review records maintained within their department to identify records eligible for continued retention, transfer, archival preservation, or disposition in accordance with approved records retention schedules.

The Records Officer may conduct or coordinate periodic reviews of departmental records management practices to ensure compliance with applicable laws, retention schedules, and District policy.

PENALTY

Failure to comply with the South Carolina Public Records Act, approved records retention schedules, or this policy may result in disciplinary action, where appropriate, and may subject individuals to penalties provided under applicable state law.

APPROVAL AND UPDATE HISTORY	September 16, 2024 September 21, 2026
APPROVAL	September 9, 2019

OBJECTIVE

To establish a consistent process for responding to requests for public information, public records, and employment verification while ensuring compliance with the South Carolina Freedom of Information Act (S.C. Code Ann. §§ 30-4-10 through 30-4-165), protecting confidential information, and ensuring the release of accurate and authorized information.

METHOD OF OPERATION

The Greenville-Spartanburg Airport District shall respond to requests for public information in accordance with the South Carolina Freedom of Information Act (FOIA), applicable federal and state laws, and District policies.

The District shall:

- Provide access to public records as required by law;
- Protect records that are exempt from disclosure or otherwise confidential;
- Ensure all official responses are accurate, complete, and authorized
- Process requests in accordance with applicable statutory timeframes; and
- Designate appropriate personnel to coordinate responses to public records requests and employment verification requests.

PROCEDURES

Inquiries Concerning the District

Employees shall be courteous and professional when responding to inquiries from the public.

Employees may provide factual information that is part of their normal job responsibilities. Employees shall not release information regarding pending decisions, proposed actions, legal matters, personnel matters, or other information that has not been authorized for public release.

Requests for public records under the South Carolina Freedom of Information Act shall be forwarded promptly to the District's FOIA Coordinator or other individual designated by the President/CEO. No employee shall independently respond to a FOIA request unless authorized to do so.

Requests from media, attorneys, governmental agencies, or members of the public concerning District operations that require an official response shall be referred to the President/CEO or his or her designee.

Nothing in this policy is intended to prevent employees from providing routine factual information within the scope of their assigned duties.

Inquiries Concerning the Employees

When the signed authorization to release information is present, Human Resources will release the following information as requested.

All requests for employment verification for current or former employees shall be directed to the Human Resources Department.

No employee other than authorized Human Resources personnel may provide an official employment verification on behalf of the District.

When required by law or District policy, Human Resources shall obtain appropriate authorization from the employee or former employee before releasing employment information.

When authorized, Human Resources may release only information appropriate to the request, which my include:

1. Employment status;
2. Current or last job title;
3. Dates of employment, and;
4. Other information authorized by the employee or required by law.

FREEDOM OF INFORMATION ACT

All requests for records submitted pursuant to the South Carolina Freedom of Information Act shall be processed in accordance with the District's established FOIA procedures. The designated FOIA Coordinator is responsible for coordinating requests, communicating with departments, calculating applicable fees, maintaining documentation of requests and responses, and ensuring compliance with statutory requirements.

APPROVAL & UPDATE HISTORY	September 16, 2024 September 21, 2026
APPROVAL	September 9, 2019

OBJECTIVE

To provide guidelines for the management and investment of all funds held by the District, including proceeds from the issuance of debt. This policy is designed to ensure the prudent management of District funds, including the availability of funds when needed and a level of investment return within acceptable risk parameters or other restrictions as determined by the District, relevant sections of the South Carolina Code of Laws, the IRS, or any other regulatory agency.

INVESTMENT OBJECTIVES

Primary investment objectives include:

1. Preservation of Principal – The single most important objective of the District's investment program is the preservation of principal.
2. Maintenance of Liquidity – The portfolio shall be managed in such a manner that assures that funds are available as needed to meet immediate and future operating, debt service, and capital requirements of the District. Investments should be structured to provide funds when needed without requiring the sale of securities prior to maturity.
3. Return on Investment – The portfolio shall be managed with the objective of attaining a market rate of return taking into account the District's investment risk constraints and cash flow characteristics of the portfolio. Return on investment shall be subordinate to the objectives of Preservation of Principal and Maintenance of Liquidity.

METHOD OF OPERATION

PROCEDURES

1. The following procedures will be followed to ensure the investment policy is consistent with the mission statement and the current financial condition of District:

   a. .

2. The Vice President/CFO, in consultation with the President/CEO, shall establish an annual funding plan which projects funds available for investment ("Investment Plan") and the date such funds may be needed for operational and/or capital expenditures. The funding plan shall be presented to and approved by the Commission concurrent with the annual budget.
3. The Vice President/CFO shall invest excess District funds to meet the investment objectives of the District . The President/CEO shall be responsible to oversee the activities of the Vice President/CFO.
4. The Vice President/CFO, in consultation with the President/CEO, shall invest unspent bond proceeds, where appropriate, and in accordance with IRS regulations and any applicable resolutions of the Commission.

STANDARD OF PRUDENCE

Except where specifically directed by law, statute or regulation, the general investment policy of the District will be guided by the "prudent person" rule. Those with investment responsibility for District funds are considered fiduciaries and, as such will exercise the judgment and care under the circumstances then prevailing which persons of prudence, discretion and intelligence would exercise in the management of their own affairs.

INVESTMENT GUIDELINES

The President/CEO and/or Vice President/CFO are authorized to deposit or invest excess District Funds in the following accounts and/or securities as well as other permitted investments included in the South Carolina Code of Laws, Section 6-5-10 and 6-6-30:

1. Checking accounts in U.S. federally insured banks and savings and loans not to exceed federally insured amounts;
2. Money market funds that invest in U.S. Government backed securities;
3. U.S. Treasury Obligations to include U.S. Treasury bills and notes, or any other obligation or security issued by or backed by the full faith and credit of the U.S. Treasury; and
4. Federal Agency Obligations including bonds, notes, debentures, or other obligations or securities issued by or backed by full faith and credit of any U.S. Government agency or sponsored enterprise.
5. South Carolina Local Government Investment Pool (SCLGIP) limited to 25% of investment portfolio.

INVESTMENT MATURITIES

36 months or less. Maturities beyond 36 months requires the approval of the President/CEO.

REPORTING

The President/CEO and/or Vice President/CFO shall prepare an investment schedule with yield and maturities to be included in the monthly financial package distributed to the Commissioners.

APPROVAL AND UPDATE HISTORY	September 16, 2024 September 21, 2026
APPROVAL	September 9, 2019

OBJECTIVE

The District is committed to providing a safe, healthy and pleasant environment for all District employees, tenant employees, contractors, ambassadors, volunteers, passengers and the general public.

It is the policy of the District to prohibit smoking, tobacco use and vaping on all District property, except in designated areas.

METHOD OF OPERATION

DEFINITIONS

"Tobacco products" include cigarettes, cigars, chewing tobacco, dip, smokeless tobacco, snuff, electronic cigarettes or any other items containing tobacco or classified as such.

"Tobacco uses" includes smoking, chewing, dipping, or any other ingesting, consumption, or bodily intake of tobacco products.

"Vaping" refers to the use of electronic nicotine delivery systems or electronic smoking devices such as e-cigarettes, e-pipes, e-hookahs, and e-cigars.

PROCEDURES

Smoking, Tobacco Use, and Vaping is prohibited in all enclosed areas of the District, including all bathrooms, breakrooms, conference rooms/offices, hallways, stairwells, hangars, working areas, District equipment and District vehicles. Such activities also prohibited in fuel storage areas, within 50ft of a fuel truck, within the AOA, or anywhere smoking is prohibited by signage.

Smoking, Tobacco Use and Vaping, is allowed outside of District buildings in designated areas only. **Such areas shall be designated by the President/CEO or designee.**

Employees are expected to keep the smoking areas free of debris.

This policy applies to all District employees, tenant employees, contractors, ambassadors, volunteers, passengers and the general public.

APPROVAL AND UPDATE HISTORY	September 16, 2024
APPROVAL	September 9, 2019

OBJECTIVE

Petty Cash Funds are authorized by the President/CEO and established by the Vice President/CFO and the Director of Finance to service the needs of the District.

METHOD OF OPERATION

REIMBURSEMENT OF FUND

The Petty Cash Fund may be reimbursed by submitting the petty cash slips with the total amount requested to be reimbursed to the Director of Finance.

A Petty Cash Fund exists for the purchase of items whose cost does not exceed four hundred dollars ($400) and is not easily obtainable through other methods.

The Fund is subject to audit at any time.

If personal funds are used, then reimbursement can be made via submittal of a signed receipt.

If a petty cash advance is needed, then a petty cash slip should be properly filled out, and should contain:

- a description of the item,
- the date of petty cash transaction,
- the amount received, and
- the signature of purchaser.

A paid receipt must be attached to the petty cash slip as supporting evidence of purchase. If the paid receipt is not a cash register receipt, then the receipt must clearly state "PAID" and have the vendor name on it.

Original receipts are preferred (copies will be accepted at the discretion of the Director of Finance).

The petty cash slip must be signed after the form has been completely filled out.

Personal checks cannot be cashed from the petty cash fund. Personal

advances cannot be obtained through the petty cash fund.

Petty cash must be kept separate from all other funds in the office.

The employee signing as to receipt of funds is personally responsible to either provide the paid receipt or repay the advanced funds or both.

The petty cash fund should be reconciled on a regular basis (weekly or monthly, as needed).

All requests for reimbursement are subject to review.

OBJECTIVE

The District is committed to a procurement process that is open and transparent which utilizes full and open competition to the maximum extent practicable while remaining in compliance with all applicable procurement laws, rules, and regulations when procuring goods, services, or information technology required by the District (excluding those services described in Sections 112.00 and 113.00). This Policy shall establish uniform procedures that assist the District with reliable and consistent procurement practices to protect District employees against fraud, waste, and abuse while fostering public confidence.

LEGISLATIVE AUTHORITY

This Policy is published in accordance with South Carolina Consolidated Procurement Code, Title 11, Chapter 35, Section 11-35-5320, *et seq.*, as well as Federal Regulation 2 CFR Part 200 *et seq.* for procurements made using federally funded sources.

PURPOSE

This Policy establishes a purchasing framework that ensures all goods, services, and information technology are procured with integrity, quality, and efficiency at the most advantageous prices available. The District seeks to maximize the value of available funds through fair and equitable competition between vendors. All procurements conducted by the District shall consider the overall value to the District including, but not limited to, the following: cost, quantity, quality, delivery method, and delivery schedule.

GREENVILLE-SPARTANBURG AIRPORT COMMISSION

The Greenville-Spartanburg Airport Commission shall approve all multi-year noncancelable contracts that are awarded.

PRESIDENT/CEO

The President/CEO has overall responsibility for compliance with and the practical and efficient administration of this Policy.

The President/CEO shall be authorized to execute all procurements within the approved annual budget of the District or other District funding sources provided funding is available at the time of the procurement. The President/CEO may delegate procurement authority to any person who is authorized to make purchases.

GRANT FUNDING

The District receives funding from federal and state sources that may contain procurement requirements that supersede or augment those contained within this Policy/Procedure. When appropriate, the District shall apply the most stringent procurement policies and procedures.

Any contract that is federally funded (federal grant) is subject to this Policy, District procedures, and all applicable federal laws and regulations or assurances as directed by the federal grant agreement. This includes, but is not limited to, Federal Aviation Administration (FAA) Advisory Circular's, Airport Improvement Program (AIP) procurement requirements and standards, Disadvantage Business Enterprise (DBE), and Airport Concessionaire Business Enterprise (ACDBE) requirements.

PURCHASES $0 - $10,000

Purchases that do not exceed $10,000 are authorized without securing competitive quotations if the prices are considered fair and reasonable. The District should consider distribution of purchases among qualified suppliers and, when practical, should request a quote from alternate suppliers to ensure that purchases are made at the most reasonable price.

PURCHASES $10,000 - $100,000

Purchases require written quotes from a minimum of three (3) qualified sources, unless adequate public notice is provided. Documentation of at least three quotes should be retained. Requests for quotes should be distributed equitably among qualified suppliers unless advertised as provided above. The award must be made to the lowest responsive and responsible source.

PURCHASES ABOVE $100,000

. Quotes, bids, or proposals must be made in writing. The solicitation must be advertised at least once for a minimum of seven (7) business days. At a minimum, the solicitation must be advertised on the District website. A copy of the written solicitation and written offers must be retained and, when a Request for Proposals process is used, evaluation documents must be retained. Awards must be made to the lowest responsive and responsible source when using a Request for Quotes or Invitation for Bids process. When a Request for Proposals process is used, award must be made to the highest-ranking responsible offeror.

EXEMPTIONS

Any exemptions from this procurement policy must be approved by the President/CEO in writing and include the process used to ensure the best value at the best price for all goods, services, and information technology purchased.

RESPONSIVENESS

A "responsive" offeror means an offeror who has submitted a quote or bid which conforms in all material respects to the requirements of the solicitation. Offers which fail to conform to the essential requirements of the solicitation must be rejected.

RESPONSIBILITY

If an offeror who otherwise would have been awarded a contract is found non-responsible then an award must not be made to that offeror

Factors to be considered in determining whether the standards of responsibility have been met include whether a prospective contractor has: (1) available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements; (2) a satisfactory record of performance; (3) a satisfactory record of integrity; (4) qualified legally to contract with the Airport; and (5) supplied all necessary information in connection with the inquiry concerning responsibility.

DISCLOSURE OF

PROCUREMENT INFORMATION

District personnel and other individuals participating in a procurement shall protect the confidentiality and integrity of the procurement process and shall not disclose nonpublic proposal, evaluation, source selection, pricing, competitive, or other procurement-sensitive information except as authorized by Procurement or required by law. Prior to an award or notice of intent to award, as applicable, requests for procurement information shall be referred to the Procurement Department, who shall control the release of information and communications with offerors and other parties. Individuals participating in proposal evaluation, discussions, negotiations, or source selection may be required to execute confidentiality, conflict-of-interest, or procurement integrity acknowledgements. The District shall protect confidential and exempt information consistent with applicable law, including the South Carolina Freedom of Information Act, while ensuring that procurement activities are conducted fairly, consistently, and without providing an unfair competitive advantage.

PRE-SOLICITATION PROCEDURES

The District shall conduct acquisition planning and market research appropriate to the value, complexity, nature, and circumstances of each acquisition of goods, services, or information technology to ensure that District needs are clearly defined and met in an effective, economical, competitive, and timely manner. Planning should begin as early as practicable and, as appropriate, involve procurement, financial, legal, technical, operational, and end-user personnel; consider commercially available solutions and capable sources; promote full and open competition to the maximum extent practicable; and identify the appropriate source selection method and contract type. The District may engage with industry and prospective offerors through market research, Requests for Information, conferences, site visits, draft solicitations, one-on-one meetings, or other appropriate methods to better understand market capabilities, pricing, commercial practices, and potential acquisition strategies. All exchanges shall comply with applicable requirements governing the disclosure of procurement information and shall be conducted in a manner that preserves fair competition. After a solicitation is issued, communications with potential offerors shall be controlled by the Procurement Department, and any material information disclosed to one potential offeror that is necessary or advantageous for proposal preparation shall be made available to all potential offerors as soon as practicable. The Procurement Department may require additional planning, market research, or documentation as appropriate.

REQUEST FOR QUALIFICATIONS

Prior to issuing an Invitation for Bids or Request for Proposals, the District may issue a request for qualifications from prospective offerors. The request shall contain a description of the goods, equipment, or services, the general scope of the work and/or specifications, the deadline for submission of information and how a prospective bidder may seek consideration by the District.

The request may require information regarding the prospective

offeror's product specifications, qualifications, experience, organization, assets and equipment, safety record, safety and quality control programs, financial stability and any other information deemed relevant by the District in determining the prospective offeror's ability to properly perform the requirements of the contract. The District shall give at least seven (7) business days public notice of the Request for Qualifications.

The District shall review all information received in response to a Request for Qualifications and rank each prospective offeror from most qualified to least qualified on the basis of the information received. The solicitation shall then be sent to at least the two most qualified offerors. The failure of a prospective offeror to receive invitation to offer based on their order of rank during the Request for Qualifications shall not be grounds for protest.

INVITATION FOR BIDS

An Invitation for Bids (competitive sealed bidding) must include: (1) instructions and information to bidders concerning the bid submission requirements, including the time and date set for receipt of bids, the individual to whom the bid is to be submitted, the address of the office to which bids are to be delivered, the maximum time for bid acceptance by the District, and any other special information; (2) the purchase description, evaluation factors, delivery or performance schedule, and such inspection and acceptance requirements as are not included in the purchase description; (3) the contract terms and conditions, including warranty and bonding or other security requirements, as applicable; and (4) instructions to bidders on how to visibly mark information which they consider to be exempt from public disclosure.

Public Notice:
Notice of an Invitation for Bids must be given at least seven (7) business days before the date of the opening of bids. Notice of an Invitation for Bids shall be displayed on the District website and, where practical, other publicly available sources that may increase competition as determined by the District.

Pre-Bid Conference
Pre-bid conferences may be conducted. The conference should be held long enough after the Invitation for Bids has been issued to allow bidders to become familiar with it, but sufficiently before bid opening to allow consideration of the conference results in preparing their bids. Notice of the conference must be included in the notice of the solicitation.
Nothing stated at the pre-bid conference shall change the Invitation for Bids unless a change is made by written amendment. A potential bidder's failure to attend an advertised pre-bid conference will not excuse its responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the District.
Pre-bid conferences may be made mandatory at the discretion of the District.

Receipt and Safeguarding of Bids:
All bids, including modifications, received before the time of opening must be kept secure and unopened. Prior to bid opening, information concerning the identity and number of bids received shall be made available only to the District employees, and then only on a "need to know" basis. When bid samples are submitted, they shall be handled with sufficient care to prevent disclosure of characteristics before bid opening.

Bid Opening:
Bids shall be opened publicly in the presence of at least one District witness at the time and place designated in the Invitation for Bids. The bid opening shall, at minimum, have the following information recorded: the bidder's name and the amount of each bid. The record shall be certified in writing as true an accurate by both the person opening the bids and the witness. The record shall be open to public inspection at that time.

Disclosure of Bid Information:
Only the information disclosed at bid opening is considered to be public information until after the issuance of an award or notification of intent to award, whichever is earlier.

Bid Acceptance and Bid Evaluation:
All bids that comply with the requirements listed in the Invitation for Bids shall be unconditionally accepted without alteration or correction. Bids shall be evaluated based on the requirements set forth in the Invitation for Bids. When necessary for the best interest of the District, bid criteria to determine acceptability may include inspection, testing, quality, workmanship, delivery and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be measurable costs to include, but not be limited to, discounts, transportation costs, total or life cycle costs.

Rejection of Individual Bids:
The District reserves the right to reject a bid by an offeror if any of the following conditions are observed during evaluations: (a) the offeror is found to be not responsive to any requirements of the solicitation; (b) the offeror is found to be not responsible; (c) the offeror's price is considered unreasonable based on a price evaluation. The reason(s) for the rejection of an offeror's bid must be documented and made part of the procurement file.
Correction or Withdrawal of Bids; Cancellation of Awards:
Corrections or withdrawal of erroneous bids before or after award, based on bid mistakes, may be permitted. After bids are opened, no changes in bid prices or other provisions of bids prejudicial to the interest of the District or fair competition shall be permitted. The District reserves the right to cancel the award of any solicitation at any time before performance has begun, for any reason.

Minor Informalities:
A minor informality or irregularity is one which is merely a matter of form or is some immaterial variation from the exact requirements of the invitation for bids having no effect or merely a trivial or negligible effect on total bid price, quality, quantity, or delivery of the supplies or performance of the contract, and the correction or waiver of which would not be prejudicial to bidders. The District shall either give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive any such deficiency when it is to the advantage of the District.

Negotiations:
When bids received pursuant to an Invitation for Bids are considered unreasonable by the District, or are not independently reached in open competition, or the low bid exceeds available funds as certified by the District, and the District determines that time or other circumstances will not permit the delay required to resolicit competitive sealed bids, a contract may be negotiated provided that: (1) each responsible bidder who submitted a bid under the original solicitation is notified of the determination and is given reasonable opportunity to negotiate; (2) the negotiated price is lower than the lowest rejected bid by any responsible and responsive bidder under the original solicitation; (3) the negotiated price is the lowest negotiated price offered by any responsible and responsive offeror.

Cancellation:
An Invitation for Bids may be cancelled, or any or all bids may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interest of the District. If a solicitation is cancelled by the above two methods, notice of the cancellation shall be publicly posted.

Award:
An award shall be made to the lowest responsive and responsible bidder whose bid meets the requirements of the written solicitation. The District may negotiate with the lowest responsible and responsive bidder to lower bid pricing within the scope of the Invitation for Bids.

In determining the lowest responsible and responsive bidder, in addition to price, the District shall consider items outlined in the solicitation.

REQUEST FOR PROPOSALS

A Request for Proposals (competitive sealed proposals) must include, at minimum, the following: (a) a description of the work or specification(s); (b) other relevant information required by the District to be in the offeror's proposal; (c) criteria that will be used to evaluate the proposals; and (d) terms and conditions applicable to the contract.

Public Notice:
Public notice of the Request for Proposals shall be given not less than seven (7) business days prior to the submittal deadline for proposals. A Request for Proposals shall be displayed on the District website and, where practical, other publicly available sources that may increase competition for the solicitation such as an industry specific website.

Proposal Opening:
Proposals shall be opened publicly at the time and place designated in the Request for Proposals if the solicitation allows for a public opening. If allowed, after the date established for receipt of proposals, a Register of Proposals shall be prepared which shall include for all proposals the name of each offeror.

Proposals shall be open for public inspection after contract award. Proprietary or confidential information marked, as such in each proposal shall not be disclosed without the written consent from the offeror.

Rejection of Individual Proposals:

The District reserves the right to reject a proposal by an offeror if any of the following conditions are observed during evaluations: (a) the offeror is found to be not responsive to any requirements of the solicitation; (b) the offeror is found to be not responsible; (c) the offeror's price is considered unreasonable based on a price evaluation.

The reason(s) for the rejection of an offeror's proposal bid must be documented and made part of the procurement file.

Evaluation Factors:

The Request for Proposals must state the relative importance of the factors to be considered in evaluating proposals but may not require a numerical weighting for each factor. Price may, but need not, be an evaluation factor.

Discussion with Responsible Offerors and Revisions to Proposals:
The District may conduct discussions with responsible offerors who submit proposals, which the District determines to be reasonably susceptible of being selected for award for the purpose of clarifying the solicitation requirements.

Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award. In conducting discussions, there shall be no disclosure of any

information derived from proposals submitted by competing offerors.

Selection and Ranking:

Proposals must be evaluated using only the criteria stated in the Request for Proposals and there must be adherence to weightings that have been assigned. Once evaluation is complete, all responsive offerors must be ranked from most advantageous to least advantageous to the District, considering only the evaluation factors stated in the request for proposals.

Negotiations:

After proposals have been ranked the District may proceed in any of the manners indicated below, except that in no case may confidential information derived from proposals and negotiations submitted by competing offerors be disclosed:

(a) negotiate with the highest ranking offeror on price, on matters affecting the scope of the contract, so long as the changes are within the general scope of the Request for Proposals, or on both. If a satisfactory contract cannot be negotiated with the highest ranking offeror, negotiations may be conducted, in the sole discretion of the District, with the second, and then the third, and so on, ranked offerors to the level of ranking determined by the District.;

(b) during the negotiation process as outlined in item (a) above, if the District is unsuccessful in his first round of negotiations, he may reopen negotiations with any offeror with whom it previously negotiated; or

(c) before or after negotiations, the District may make changes to the Request for Proposals within the general scope of the Request for Proposals and may provide all responsive offerors an opportunity to submit their best and final offers, which must be reevaluated and ranked pursuant to the originally evaluation factors outlined in the solicitation.

Cancellation:

An Request for Proposals may be cancelled, or any or all proposals may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interest of the District. If a solicitation is cancelled by the above two methods, notice of the cancellation shall be publicly posted.

Award:

Award shall be made to the responsible offeror whose proposal is determined to be most advantageous to the District.

PUBLIC/PRIVATE PARTNERSHIPS

The District may conduct negotiations with an apparent awardee of a contract to expand or revise the scope of a solicitation to facilitate a public private partnership for the provision of services to the District. Such revisions may include revising the structure of the solicitation to include assigning the award to qualified and responsible parties who can own, operate, and finance the assets specified in the offer, and to expand the terms of the offer to include the successful offeror or its assignee financing and owning the required assets. To the extent reasonably practical, such changes shall be generally consistent with the terms of the solicitations and in all cases shall be approved by the President/CEO, with the approval of the Commission, upon finding that they are in the best financial interest of the District.

COOPERATIVE PURCHASING

The District may participate in, sponsor, conduct, or administer a cooperative purchasing agreement with the a public procurement unit for cooperative use of contracts for goods, services, and information technology in accordance with an agreement of terms between the participants; provided, such cooperative use will be more cost effective.

Prior to using cooperative purchasing agreements to procure goods and services, advance discussion and approval must be obtained by Procurement before executing the purchase.

South Carolina Statewide Term Contracts:

The District may utilize Statewide Term contracts that have been awarded by the South Carolina State Fiscal Accountability Authority – Division of Procurement Services for goods, services, and information technology.

District use of any of these contracts shall take place only when the District has good reason to expect the use to be more cost effective than conducting a solicitation for itself.

EMERGENCY PROCUREMENTS

Notwithstanding any other provision of this procurement code, the President/CEO, or designee, may make or authorize others to make emergency procurements only when there exists an immediate threat to public health, welfare, critical economy and efficiency, or safety under emergency conditions including threats due to critical property damage.. Such emergency procurements shall be made with as much competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the contractor shall be included in the contract file.

SOLE SOURCE PROCUREMENTS

The President/CEO, or designee, may authorize for a contract to be awarded for goods, services, or information technology without competition when the District determines in writing that there is only one source that is either reasonably available in the marketplace or only one source is known to exist.

Written documentation must include the determination and basis for the proposed sole source procurement. Any decision by the District that a procurement be restricted to one potential vendor must be accompanied by a thorough, detailed explanation as to why no other will be suitable or acceptable to meet the need.

INSURANCE REQUIREMENTS

The District shall require appropriate insurance and bonding levels as well as other pertinent surety instruments to sufficiently mitigate the District's risk for each procurement. The following types of insurance may be required as determined by the District:

- Commercial General Liability (CGL)
- Automobile Liability
- Workers Compensation
- Umbrella/Excess Liability
- Professionally Liability (Errors & Omissions)
- Employers' Liability
- Commercial Auto Insurance
- Cyber Liability
- Environmental Liability
- Products-Completed Operations
- Professional LiabilityBuilder's Risk Insurance
- Bid Security Bond
- Performance Bond
- Payment Bond
- Maintenance Bond
- Workers Compensation

For each contract and at the discretion of the District, the District shall be listed as an additional insured on the contractor's insurance certificate.

Indemnification – The District shall not indemnify any contractor in accordance with the Commission Bylaws and the State of South Carolina. Indemnification language protecting the District must be inserted in each contract awarded by the District for goods, equipment, and services.

Waiver of Subrogation – The District shall require each contractor to waive their rights of recovery and cause their insurer to waive its right to subrogate on behalf of a contractor for damages howsoever caused.

PROCUREMENT CONTRACT

Every contract entered into by the District may include, in addition to other relevant requirements, clauses to define responsibilities and rights of the parties to the contract with respect to the following matters:

- Scope of Work/Specifications
- Terms and Conditions - General
- Terms and Conditions - Commercial
- Terms and Conditions - Special

All contracts entered into under this Policy/Procedure shall be executed in accordance with the *GSP Procurement Authorization Guidelines.* For all multi-term contracts, the President/CEO must authorize and execute the contract.

PROCUREMENT RECORDS AND AUDITS

All determinations and other written records pertaining to solicitation, award, or performance of a contract shall be maintained in a procurement file by the District.

Retention of Procurement Records:
All formal, written executed, contract documents shall be retained for three (3) years after the payment of the last invoice submitted by the contractor. All other procurement records shall be disposed of in accordance with records retention guidelines approved by the President/CEO and this Policy/Procedure. If a contract is funded in whole or in part by assistance from a State or Federal agency, then all procurement records pertaining to that contract shall be maintained for the period required by such entity. The District's retention policy should be followed if more stringent.

DISPOSAL OF SURPLUS SUPPLIES

All surplus supplies, materials, and equipment with values of Five Thousand ($5,000) or greater which are no longer useful to the District may be sold to the highest bidder in accordance with and upon such terms and conditions as determined by the District. However, the District may sell, lease or dispose of any supplies, materials or junk which has value of less than Five Thousand ($5,000) Dollars.

AUTHORITY TO RESOLVE PROTESTS

The President/CEO shall have exclusive authority to settle and resolve the protest of an aggrieved prospective offeror or offeror, concerning the solicitation or award of a contract. The procedure for the resolution of solicitation protests shall be as follows:

Right to Protest; Exclusive Remedy:
Any prospective offeror or offeror who is aggrieved in connection with the solicitation of a contract shall be afforded the opportunity to protest to the President/CEO in the manner stated below within seven (7) business days of the date of issuance of the solicitation or amendment.

Any actual offeror who is aggrieved in connection with the intended award or award of a contract shall protest to the President/CEO in the manner stated below within seven (7) business days of the date notification of award or notification of intent to award is posted. An interested party to an actual offeror is not allowed to initiate a protest for the actual offeror.

The rights and remedies granted in this Policy/Procedure to an aggrieved potential offeror or actual offeror are to the exclusion of all other rights and remedies of such party against the District at common law or otherwise for the loss or potential loss of an award of a contract.

Protest Procedure:
Protests shall be in writing, submitted to the President/CEO, received within the timelines set forth above, and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided.

Duty and Authority to Attempt to Settle Protests:
Prior to commencement of an administrative review as provided for below, the President/CEO thereof shall attempt within 30 business days after the deadline for receipt of a protest has expired to settle by mutual agreement a protest of an aggrieved prospective or actual offeror concerning the solicitation or award of the contract. The President/CEO shall have the authority to approve any settlement reached by mutual agreement.

Administrative Review and Decision:
If in the opinion of the President/CEO, after reasonable attempt, a protest cannot be settled by mutual agreement, the President/CEO shall promptly conduct an administrative review, no later than 30 business days after the deadline to settle a protest has expired and shall issue a decision in writing within 10 business days of completion of the review. The decision shall state the reasons for the action taken.

Finality

The decision of the President/CEO is final as to administrative review and may be appealed to the circuit court under the provisions of the South Carolina Administrative Procedures Act.

SUSPENSION AND DEBARMENT

Suspension and debarment are actions taken to prohibit an individual or legal entity for cause from participating in solicitations or from consideration for a contract award if there is adequate evidence to support suspension or a preponderance of evidence to support debarment. The District shall have the authority to, and the President/CEO must approve of, the suspension or debarment of an individual or legal entity if probable cause exists.

FINANCIAL INTEREST OF COMMISSION & EMPLOYEES PROHIBITED

No member of the Commission or any officer or employee of the District shall have a financial interest in any contract or in the sale to the District or to a contractor who supplies the District with any real or personal property, goods or services, except and unless a majority of the Commissioners shall determine that an exception is in the best interest of the District. In such case, the Commissioner whose interest is involved shall not vote on the questions. Any willful violation of this section shall constitute malfeasance in office, and any Commissioner or employee of the District found guilty thereof shall forfeit his/her office or position. A violation of this section with the knowledge, express or implied, of the person or legal entity contracting with the Commission shall render the contract voidable by the President/CEO or the Commission.

GIFTS AND REBATES

No employee shall accept, or agree to accept, directly or indirectly, a favor, gift, loan, money, fee, service or other item of value in any form whatsoever from any legal entity or individual if it is intended to reward or influence or gives the appearance of rewarding or influencing the employee with respect to his/her employment. This policy is not intended to prevent an employee from accepting an award or recognition for meritorious or outstanding achievement for community or government service.

APPROVAL AND UPDATE HISTORY	May 9, 2022 September 16, 2024 September 21, 2026
APPROVAL	September 9, 2019

OBJECTIVE

Commitment to a selection process that is open and transparent which utilizes full and open competition to the maximum extent practicable when providing for the selection of certain professional planning, architect, engineering, construction management, materials testing, inspection services and land surveying services to be rendered to the District.

LEGISLATIVE AUTHORITY

This Policy is published in accordance with South Carolina Consolidated Procurement Code, Title 11, Chapter 35, Section 11-35- 5320, *et seq.*, as well as Federal Regulation 2 CFR Part 200 *et seq.* for procurements made using Federally funded sources.

PURPOSE

To consider and select the appropriate method that allows the District to achieve the best professional services based on factors that are the most beneficial to the District at fair and reasonable prices.

FEDERAL GRANT FUNDING

Any contract that is federally funded (Federal grant) is subject to this Policy, District procedures, and all applicable federal laws and regulations or assurances as directed by the Federal grant agreement. This includes, but is not limited to, Federal Aviation Administration (FAA) Advisory Circular's, Airport Improvement Program (AIP) procurement requirements and standard, and Disadvantaged Business Enterprise (DBE) requirements.

METHOD OF OPERATION

DEFINITIONS

"Amendment" means a written modification to a Contract.

"Design Services" means architect-engineer, construction management, or land surveying services.

"District" means the Greenville-Spartanburg Airport District.

"Compensation" means the total amount paid by the District for Professional Services.

"Consultant" means any legal business entity that performs architectural, engineering and/or professional planning services, or any other service which the District does not have the resources or expertise and that is employed by the District to perform such services.

"Consulting Agreement" means an agreement between the District and a firm for the performance of Professional Services awarded pursuant to the competitive selection requirements of this section.

"Contract" means all types of District agreements, regardless of what they may be called, for the procurement or disposal of supplies, services, information technology, or construction.

"Debarment" means the disqualification of a person to receive invitations for bids, or requests for proposals, or the award of a contract by the District, for a specified period of time commensurate with the seriousness of the offense or the failure or inadequacy of performance.

"Designee" means a duly authorized representative of a person with formal responsibilities under the policy.

"Request for Qualifications (RFQ)" means all documents regarding product specifications, qualifications, experience, and ability to perform the requirements of the contract from respondents in accordance with this Policy.

"Planning Services" means process of determining, current and future needs, then determining what facilities and systems are required to support growth, safety, and long-term sustainability. **"Professional Services"** means the services of accountants, architects, attorneys, auditors, consultants, engineers, information technology professionals, or other individuals or organizations possessing a high degree of knowledge or skills in a particular subject area and who meet licensure or permit requirements of local, state, or federal government regulatory entities to render such services.

"Subconsultant" means any person having a contract to perform work or render service to a prime consultant as a part of the prime consultant's agreement with the District.

"Suspension" means the disqualification of an entity or individual to receive request for qualifications, or the award of a contract by the District, for a temporary period pending the completion of an investigation and any legal proceedings that may ensue because a person is suspected upon probable cause of engaging in criminal, fraudulent, or seriously improper conduct or failure or inadequacy of performance which may lead to debarment.

"Work Authorization" means a written authorization subject to the provisions of a Master Consulting Agreement for the award of a separate project within the scope of services for the Consulting Agreement.

QUALIFICATIONS BASED SELECTION PROCEDURES

SELECTION COMMITTEE

The District shall establish a selection committee for all professional planning, design, and construction service requirements. The Committee shall be composed of those individuals the President/CEO or designee determines to be qualified to make an informed decision as to the most competent and qualified firm for the proposed project(s).

DEFINITION OF PROJECT(S)

The selection committee shall define the project(s) for which Professional Services may be required. The District may include within a single project:

- a grouping of minor construction, rehabilitation, or renovation activities;
- a grouping of substantially similar construction, rehabilitation or renovation activities;
- other grouping of construction, rehabilitation, or renovation activities that are determined to be in the best interest of the District to be included within a single project.

Any firm or individual desiring to provide Professional Services to the District must first be qualified pursuant to law and regulations of the District. The District will make a finding that the firm or individual is fully qualified to render the required service. Among the factors to be considered in making this finding are the capabilities, adequacy of personnel, past record, and experience of the firm or individual.

ADVERTISEMENT

The selection committee is responsible for:

- developing a description of the services required;
- enumerating all required professional services, and
- preparing a formal Request for Qualifications (RFQ) to firms for submission of information.

The RFQ must include, but not be limited to, the project title, the general scope of work, a description of all professional services required, the submission deadline, and how interested firms may apply for consideration. The RFQ must be advertised at least once. At minimum, the advertisement shall be displayed on the District website in addition to other publicly available sources that may increase competition as determined by the District.

RESPONSE TO INVITATIONS

Responses to an invitation to submit qualifications shall be specified in the invitation and based on the needs of the selection committee and the District.

INTERVIEWS WITH INTERESTED FIRMS

Following receipt of submittals from all interested persons and firms, the selection committee may hold interviews with one (1) or more firms who respond to the committee's advertisement and who are considered most qualified on the basis of information available before the interviews. A list of firms selected for interview must be sent to all firms that submitted information in response to the advertisement, before the date selected for the interviews.

The selection committee's determination as to which are to be interviewed must be in writing and based upon its review and evaluation of all submitted materials. The written report of the committee must list specifically the names of all persons and firms that responded to the advertisement and enumerate the reasons of the committee for

selecting those to be interviewed. The purpose of the interviews is to provide the further information that may be required by the selection committee to fully acquaint itself with relative qualifications of the several interested firms.

SELECTION AND RANKING THE MOST QUALIFIED

The selection committee shall evaluate each of the persons or firms interviewed based on criteria established in the RFQ and/or RFP document.

The committee will recommend a ranking to the Commission of the firms that are qualified to perform Professional Services, along with a designation that indicates the category or type(s) of project(s) for which the firm is qualified. **The Commission has final approval of the ranking.**

CANCELLATION OF INVITATION FOR QUASLIFICATIONS

A Request for Qualifications may be cancelled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interest of the District. The reason for such cancellation shall be made part of the contract file. If a solicitation is cancelled by the above two methods, notice of the cancellation shall be publicly posted.

REJECTION OF INDIVIDUAL RESPONSES

The District reserves the right to reject a response to a solicitation by a prospective consultant if any of the following conditions are observed during evaluations:

- The prospective consultant is found to be non-responsive to any requirements of the solicitation;
- The prospective consultant is found to be not responsible;

The reasons for rejection a prospective consultant's response shall be documented and made part of the contract file that is available for public inquiry.

NOTICE OF SELECTION AND RANKING

When it is determined by the District that the ranking report is final, written notification of the highest ranked person or firm must be sent immediately to all firms interviewed.

NEGOTIATION OF CONTRACT

The District shall negotiate a contract for services with the most qualified person or firm at a compensation that is fair and reasonable. If the District is unable to negotiate a satisfactory contract with this person or firm, negotiations must be terminated formally. Negotiations must commence in the same manner with the second and then the third most qualified until a satisfactory contract is negotiated. If an agreement is not reached with one of the three, additional persons or firms in order of their competence and qualifications must be selected after consultation with the selection committee, and negotiations must be continued in the same manner until agreement is reached.

LIMITS OF APPROVAL

The President/CEO or designee has authority to approve, and implement Consulting Agreements, Work Authorizations and/or Amendments to Work Authorizations for all items identified in the approved annual budget of the District, and other such items, provided funding is available within District funding sources.

INSURANCE REQUIREMENTS

The District shall require appropriate insurance and bonding levels as well as other pertinent surety instruments to sufficiently mitigate the District's risk for each procurement. The following types of insurance are required for each procurement as determined by the District:

- Commercial General Liability (CGL)
- Automobile Liability
- Products-Completed Operations
- Professional Liability
- Bid Security Bond
- Performance Bond
- Payment Bond
- Workers Compensation

For each contract and at the discretion of the District, the District shall be listed as an additional insured on the contractor's insurance certificate.

Indemnification – The District is not permitted to indemnify any potential contractor or contractor in accordance with the Commission Bylaws and the State of South Carolina. Indemnification language protecting the District must be inserted in each contract awarded by the District for goods and services.

Waiver of Subrogation – The District shall require each potential contractor or contractor to waive their rights of recovery and cause their insurer to waive its right to subrogate on behalf of a potential contractor or contractor for damages howsoever cause.

APPROVAL AND UPDATE HISTORY	September 21, 2026
APPROVAL	September 9, 2019

OBJECTIVE

To establish the appropriate construction project delivery approach that results in the most advantageous, economical, timely, and otherwise successful project for the District. The appropriate delivery approach that provides the District sufficient flexibility during the preparation, acceptance, execution of, and changes to construction contracts and change orders for District projects.

LEGISLATIVE AUTHORITY

This Policy is published in accordance with South Carolina Consolidated Procurement Code, Title 11, Chapter 35, Section 11-35-5320, *et seq.*, as well as Federal Regulation 2 CFR Part 200 *et seq.* for procurements made using Federally funded sources.

METHOD OF OPERATION

DEFINITIONS

"Amendment" means a written modification to a Contract modifying the scope of a project previously awarded.

"Bid Package" means a set of contract documents defining a particular scope of work to be performed by the contractor during construction.

"Change Order" means a written modification to a construction contract, approved in the manner set forth below, providing for additions or deletions in the plans, specifications, or scope of work that establishes the basis for additional compensation or credit, if any, and providing, if applicable, for an adjustment in contract time in order to accomplish the modification.

"Construction Contract" means a written agreement for construction, remodeling, paving, or modification entered into between the Construction Contractor and the District.

"Construction Contractor" means a private sector business which is properly licensed to perform the type of construction services required for a construction contract.

"Construction Management Services" means those professional services associated with contract administration, project management and other specified services provided in connection with the administration of a construction project.

"Construction Management-At-Risk" means a project delivery method where a construction manager acts as a consultant to the District in the development and design phases of a project but assumes the risk for construction performance as the equivalent of a general contractor during the construction phase.

"Construction Services" means those services provided by a Construction Contractor.

"Design Assist" means a project delivery method which the District engages the construction team early in the design phase to collaborate with the architect or engineer in order to reduce the cost and time for construction, improve constructability and add value.

"Design-Bid-Build" means a project delivery method where the District awards separate contracts for each phase of the project: design, procurement, and construction.

"Design-Build" means a project delivery method where the District combines the project design services and construction services into a single contract award.

"Indefinite Delivery/Indefinite Quantity" (IDIQ) is a type of on call service contract or delivery method that provides for indefinite quantity of services to be furnished by one or more vendors within a fixed period of time.

"Project Costs" means the combined total cost of design, construction, construction administration, resident project representative, geotechnical, survey and inspection services.

PUBLIC ANNOUNCEMENT AND SELECTION PROCEDURES

GENERAL

At minimum, the advertisement shall be displayed on the District website and/or the established online procurement platformin addition to other publicly available sources that may increase competition for the solicitation as determined by Staff. The advertisement will provide a general description of the project(s) that require Construction Services and define procedures on how an interested Construction Contractor may submit a proposal for consideration by the District.

The District may elect to utilize a pre-qualification process on any project. Advertisement for any pre-qualification shall be displayed on the District website in addition to other publicly available sources as determined by Staff.

Prior to any such public announcement for Construction Services, the District will have prepared plans and specifications for the project for which Construction Services are required depending on which construction delivery method will be used for the project.

CONSTRUCTION PROJECT DELIVERY METHODS

The District should consider all appropriate and effective means for both the design and construction of the project when determining the appropriate construction project delivery method. Prior to determining the appropriate construction project delivery method, an analysis shall be completed of the specific requirements the project must satisfy and take other considerations into account that serve in the best interest of the District, such as project complexity, schedule, financing availability or the funding source of the project. The construction project delivery methods most commonly used by the District are as follows:

- Design Assist
- Design-Build

- Design-Bid-Build
- Construction Management Services

COMPETITIVE SELECTION

Construction Services will be procured through a competitive public process or by any other method allowed by applicable local, state, federal regulations or District policies.

Two categories of capital projects based on the dollar value are established as follows:

Capital Projects Less than $10,000,000 in Construction Contract Value:

The District may utilize an Indefinite Delivery Indefinite Quantity (IDIQ) contracting method for non-federally funded construction projects valued at less than $10,000,000 for a term of up to five (5) years. To select capital project IDIQ contractors, staff will prepare and publicly advertise a Request for Qualifications/Request for Proposals (RFQ/RFP). Contractors will be chosen based on the evaluation criteria outlined in the RFQ/RFP, and those selected will be eligible for IDIQ contracts for a period up to five (5) years. Staff may use any of the construction delivery methods described above. During the contract term, price proposals for upcoming projects will be solicited from IDIQ contractors, evaluated, and awarded based on the best proposal in the District's sole interest. Staff is not required to use IDIQ contractors for all projects under $10,000,000 if it determines that the IDIQ pool is not the best fit for a specific project.

Capital Projects Greater than $10,000,000 in Construction Contract Value and all Federally Funded Projects:

Construction Services for projects greater than $10,000,000 in construction contract value shall be publicly advertised and procured.

Staff may utilize any of the Construction Project Delivery Methods outlined above.

The use of a prequalification process of contractors may be utilized for such projects.

CANCELLATION OF SOLICITATION

Any solicitation may be cancelled, or any response to a solicitation may be rejected in whole or in part at any time when it is in the best interest of the District. If a solicitation is cancelled after the submittal due date, all proposers shall be notified promptly of the cancellation. If a solicitation is cancelled prior to the submittal due date, notification of the cancellation shall be publicly posted in a similar method to the original solicitation.

REJECTION OF INDIVIDUAL RESPONSES

The District reserves the right to reject a response to a solicitation by a prospective contractor if the following conditions are observed during evaluations:

- The prospective contractor is found to be non-responsive to

any requirements of the solicitation;

- The prospective contractor is found to be not responsible; or
- The prospective contractor's price is considered unreasonable based on a price evaluation.

The reasons for rejection a prospective contractor's response shall be documented and made part of the contract file that is available for public inquiry.

NEGOTIATION

In the event the lowest responsible bid is in excess of the funds available for the project, Staff may enter into negotiations with the lowest responsible bidder making reasonable changes in the plans and specification as may be necessary to bring the contract price within the funds available, and may execute a contract with the bidder if the bidder agrees to the changes.

CONTRACT PREPARATION

After approval of contract award by the District, a contract is prepared and executed by the District and the Construction Contractor, and if necessary, Federal or State agency concurrence. The District shall issue the notice to proceed at the appropriate time.

INSURANCE REQUIREMENTS

The District shall require appropriate insurance and bonding levels as well as other pertinent surety instruments to sufficiently mitigate the District's risk for each procurement. The following types of insurance are required for each procurement as determined by the District:

- Commercial General Liability (CGL)
- Automobile Liability
- Products-Completed Operations
- Professional Liability
- Bid Security Bond
- Performance Bond (capital projects greater than $50,000)
- Payment Bond (capital projects greater than $50,000)

For each contract and at the discretion of the District, the District shall be listed as an additional insured on the contractor's insurance certificate.

Indemnification – The District is not permitted to indemnify any potential contractor or contractor in accordance with the Commission Bylaws and public policy of the State of South Carolina. Indemnification language protecting the District must be inserted in each contract awarded by the District for goods and services.

Waiver of Subrogation – The District shall require each potential contractor or contractor to waive their rights of recovery and cause their insurer to waive its right to subrogate on behalf of a potential contractor or contractor for damages howsoever cause.

COORDINATION OF

Upon award of contract and subsequent notice to proceed, the

PROJECT

designated Project Manager as delegated by the President/CEO or designee, serves as coordinator of the project.

CHANGE ORDER PROCEDURES

A Change Order may be initiated by a contractor's request or the District's issuance of a bulletin outlining the description of work, reasons for the change, and the estimated cost. The proposed Change Order request describes the scope of work involved, reason for the change, and the source of funding.

The President/CEO or designee:

1. Coordinates the documentation that describes and details the scope of the change including the estimated cost and time impact, if any;
2. Informs Federal and State agencies, when applicable, of the proposed change to determine funding eligibility for participation or reimbursement;
3. Assigns a Change Order number that identifies both the contract and the Change Order sequential number within that contract;
4. Requests the Administration and Finance Department to confirm the source of funds;
5. Approves the Change Order or presents the Change Order to the Commission for approval, if necessary, and obtains necessary signatures on the Change Order.

PAYMENT FOR CHANGE ORDERS

Unless otherwise set forth in the Construction Contract or the Change Order, partial payment to the contractor for work done pursuant to the Change Order will be made when work involved is satisfactorily completed.

APPROVAL OF CONSTRUCTION CONTRACTS AND CHANGE ORDERS

The President/CEO or designee is authorized to approve all Construction Contracts and Changes Orders for all items identified in the approved annual budget of the District, and other such items, provided funding is available within District funding sources.

BONDS/DEPOSITS

The District may require forms of security to assure the timely, faithful, and uninterrupted performance of a project or ongoing services. Such security requirements shall be determined by the President/CEO prior to issuing a solicitation for a project or service. Forms of security for a project that is acceptable to the District are as follows:

- Payment and performance bonds (100%) and bid bonds/deposits (5%) for projects valued at $50,000 or more. If a project is valued at less than $50,000, the President/CEO or designee shall determine whether or not payment and performance bonds are required based on the project's complexity, reputation of the contractor, and dollar value of the project.

- Operations period surety bonds that secure the performance of the contractor's operations and maintenance operations;
- Letters of Credit in an amount appropriate to cover the cost of preventing project interruptions for up to one (1) year;
- Written guarantees from a contractor to secure the recovery of re-procurement costs to the District if the contractor defaults in performance; and
- Cash deposits

APPROVAL AND UPDATE HISTORY	July 17, 2026
APPROVAL	September 9, 2019

OBJECTIVE

To establish criteria for public service advertising or exhibits in the Terminal Complex at Greenville-Spartanburg International Airport.

METHOD OF OPERATION

PROCEDURES

In order to maintain a more orderly and comfortable environment in and about the Terminal Building (which is not a public forum, and which is not intended to be a public forum), art, craft and other displays and exhibitions in the Terminal Building and on the sidewalks adjacent thereto are prohibited. However, this policy does not apply to:

1. Displays and exhibitions which are owned by the Greenville-Spartanburg Airport District ("District").
2. Displays and exhibitions which are owned by the United States of America or the State of South Carolina or any of their respective subdivisions, agencies, authorities or departments; provided that the District or the District's President/CEO has given its or his/her prior written approval for each such display or exhibition.
3. Any area in the Terminal Building which is leased to the United States of America, on behalf of the Federal Aviation Administration or the National Weather Service, or an airline or other concessionaire, if the applicable lease permits such a display or exhibition.
4. Commercial airport display advertising which is provided pursuant to a contract with the District.
5. Temporary displays associated with District programs that have received written approval of the President/CEO or designee.

South Carolina law shall govern and apply to this policy, and this policy may be amended from time to time by the District without notice.

APPROVAL AND UPDATE HISTORY	
APPROVAL	September 9, 2019

OBJECTIVE

To establish the policy and procedures governing authorized travel for employees, consultants, members of the Commission, and other authorized persons who travel at the expense of the District.

METHOD OF OPERATION

STATEMENT

It is the intent of this policy to provide for travel expenses and allowances for District employees, and other persons entitled to a travel allowance in accordance with the provisions stated.
In the event that travel, training, etc., is offered at others' expense, President/CEO approval must be obtained prior to acceptance.

This policy shall apply to those expenditures which are necessarily incurred in the performance of a public purpose authorized by law to be performed, including meetings with government officials, meetings with civic groups, seminars and training programs, pick-up and delivery of parts and equipment, recruitment of personnel or industry, community promotion, and any other related activities essential to the performance of a public purpose.

DEFINITIONS

For the purpose of this policy and procedure, the following words or phrases shall mean:

"Authorized Travelers"

- Commission members. Officials serving on the Commission, other than employees.
- District employees. An individual filling an authorized position in the District, other than Commission members.
- All other travelers. Persons, including consultants, other than District members/employees authorized in writing in advance by the President/CEO or designee, to travel at the expense of the District.

"Authorizing Person"

Managers, Directors, Senior Directors, Vice Presidents, , and the President/CEO are all designated as persons authorized to approve travel requests.

"Business Client"

Any person, other than an Authorized Traveler, who receives the services of or is subject to solicitation by the District in connection with the performance of its lawful duties; persons or representatives of firms considering or being solicited for investment, or for location, relocation, or expansion of a business, in the District's airport system; and other business, financial, promotional, or other persons affiliated with the District.

"Common Carrier"
Train, bus, commercial airline operating scheduled flights, or rental cars of an established rental car firm.

"Daily Travel"
All travel, including conferences and seminars, that does not require an overnight stay.

"Domestic Travel"
Travel within the forty-eight (48) continental United States.

"Entertainment Expenses"
The actual and reasonable costs of providing hospitality for business clients or guests, which costs are defined and prescribed as hereinafter set forth.

"Executive Staff"
Vice Presidents, Senior Vice President, and the President/CEO shall be considered Executive Staff.

"Guest"
A person, other than an Authorized Traveler or Business Client, authorized by the President/CEO or designee, to receive the hospitality of the District in connection with the performance of its lawful duties.

"International Travel"
Travel outside the forty-eight (48) continental United States, to include Alaska, Hawaii and US possessions.

"Method of Travel"
The mode of transportation used such as District-owned vehicle, privately owned vehicle, Common Carrier, etc. should take into consideration the following:

- the purpose and nature of the travel;
- the cost of travel;
- the total travel time;
- the cost of accommodations and subsistence; and
- the number of persons making the trip and the amount of equipment or material to be transported.

"Travel Day"
A period of twenty-four (24) hours consisting of four (4) quarters of six (6) hours each beginning at midnight.

"Travel Expenses"
The actual and reasonable costs of transportation, meals, lodging, and incidental expenses normally incurred by a traveler, which costs are defined and prescribed as hereinafter set forth.

"Travel Period"
The period of time between the time of departure and time of return.

GENERAL POLICY

It is the general policy of the District to reimburse reasonable travel and entertainment expenses incurred during authorized travel, subject to any limitations provided for in this policy.

If an Authorized Traveler on a trip deviates from this policy and procedure for justifiable reasons, the circumstances of the deviation and the reasons therefore are to be documented and reviewed for approval by the President/CEO.

PLANNING AND APPROVING

Travel Authorization. All requests for travel must be submitted on a Travel Authorization Form (Form). It should contain the dates of travel, whether the trip was approved with the department's annual budget and all other pertinent information required to process the requested travel arrangements. The Form must include a statement of purpose for the travel and indicate the benefits to the District. The Form must be signed by the traveler, and any required approvals obtained in advance of the proposed travel.

Authorizing Persons or designees shall have the responsibility to review travel requests and ensure their compliance with policy and procedure. Typically, the next higher in authority should approve travel for a traveler. Department Directors are ultimately responsible for the appropriateness and accuracy of all travel within their respective department.

SPECIAL CONDITIONS OF TRAVEL

Authorized Travelers Other Than Commission Members or Employees. The President/CEO or designee may approve travel by persons who are serving as consultants or advisors when such travel is on behalf of the District (excluding those consultants and advisors whose contract specifies the terms of travel). Travel expense provisions may be made within consulting agreements and approved as part of the agreement, subject to the maximum limits for reimbursement provided for in this policy. If no provision is reflected in the agreement, complete justification must be submitted prior to approval. Travel expenses for authorized persons shall adhere to the same rates and guidelines as those for District members, employees and other travelers.

Travel for Employment Interviews. Travel and transportation expenses of the District's employment applicants will be reimbursed in accordance with this policy.

Emergency Travel. The President/CEO, or designee, may authorize travel for any Authorized Traveler, or other traveler pursuant to emergency notice.

RATES OF PAYMENT

Lodging

A traveler may be reimbursed for the actual cost of a single/double occupancy hotel room for travel that requires overnight absence from GSP. Reasonably priced lodging accommodations should be

sought. When traveling to an out of town seminar/convention, the sponsoring organization will normally provide a list of motels/hotels offering special seminar/convention room rates. Travelers are should stay at the conference motels/hotels. Lodging expenses must be substantiated by a receipt.

Meals

For the purposes of determining meal reimbursements, the Travel Day shall begin two hours before departure on domestic flights and three hours before departure on International flights. Travel involving ground transportation shall commence at point and time of departure.

Actual meal expenses will be reimbursed for authorized trips or seminars on District business.

Meal expenses should be reasonable and reflect the general cost of living for the area of travel. The President/CEO, or designee, may disallow exorbitant meal expenses in whole or in part. Although it is expected that a receipt should support all meal expenses, when a single meal expense exceeds $25.00, the traveler must submit a receipt for reimbursement. All tips associated with meals should be included as a meal expense.

Reimbursements will be made for the following:

- Breakfast if departure is before 6:00 a.m. and return is after 8:00 a.m.
- Lunch if departure is before 12 noon and return is after 2:00 p.m.
- Dinner if departure is before 6:00 p.m. and return is after 8:00 p.m.

Complimentary Meals. If a complimentary meal is provided or is included in a registration fee paid by the District, the traveler is encouraged to utilize such meal services, but is not required to do so.

Expenditure Amounts. Limitations on expenditures set forth above are applicable to Authorized Travelers, subject to the provisions further outlined under Entertainment Expenses.

TRANSPORTATION

1. General Requirement. All travel must normally be by the usually traveled direct route or method. If a person travels by an indirect route or any other method for his/her own convenience, any extra costs shall be borne by the traveler and reimbursement or payment of expenses shall be based only on such charges as would have been incurred by use of the usually traveled route or method.
2. Commercial Air Travel
    a. Economy Class Airfare (or equivalent). Authorized travelers

b. Business/First Class Airfare. The President/CEO or designee may authorize a traveler to use an airline's business class for international travel or business/first class for domestic travel.

c. Seat Assignments/Baggage Fees. In addition to the base airfare, Authorized Travelers may select preferred seating locations (aisle/window, etc.) for travel, and check baggage.

d. Personal Travel. Personal side trips combined with business trips are allowed when approved in advance. Side trips must be taken on one's own time and at no expense to the District. Any additional expense over the ticketed cost as determined by this policy for the business portion of the trip is the responsibility of the traveler. The personal portion of the airfare must be directly paid with personal funds. An Authorized Traveler who alters travel plans for personal reasons must pay any additional cost of transportation directly to the commercial carrier at the time of purchase and will not charge such additional cost to the District nor request reimbursement of such additional cost.

3. Car Rentals

Use of a rental car must be included on the Travel Authorization Form and deemed to be more economical, efficient or appropriate than alternative forms of ground transportation. The type of car rented should reflect the business for which the car will be used. Rental cars must be approved in advance by the Authorizing Person.

Receipts for rental cars should be obtained and attached to the Travel Expense Report.

4. Privately Owned Vehicles

The Authorizing Person may authorize the use of a privately- owned vehicle for travel on behalf of the District in lieu of District-owned or rented vehicles or common carriers.

An Authorized Traveler who requests, and is approved the use of a privately-owned vehicle, shall be entitled to a mileage allowance at the rate set forth in Section 5 below, or the air carrier fare for such travel, whichever is less.

All travel which is subject to a mileage allowance shall be shown from point of origin or the Greenville-Spartanburg International Airport to point of destination and return, whichever is less. Actual vicinity mileage necessary for the conduct of District business is allowable but must be shown as a separate item on the Report.

No reimbursement other than a mileage allowance shall be allowed for expenditures related to the operation, maintenance or ownership of a privately-owned vehicle, except as provided above and in the Other Expenses.

5. Mileage Allowance
   The mileage allowance for Authorized Travelers shall be in accordance with Section 162 of the Internal Revenue Code (Regulation 1.162-2(f)) as such regulation or replacement regulation may be amended.
6. Trains
   Use of a Train must be included on the Travel Authorization Form and deemed to be more economical, efficient or appropriate than alternative forms of transportation.
7. Travel insurance
   Insurance for airfare, rental cars or any other form of trip or travel insurance is not a reimbursable business expense. Employees may purchase insurance at their sole expense.

OTHER EXPENSES

Receipts are required, when available, for the following incidental travel expenses:

- Convention and conference registration fees. Additionally, a traveler may be reimbursed for the actual and reasonable fees for attending events which are not included in a basic registration fee that directly enhance the public purpose of the District's participation at the conference or convention, including, but not limited to, banquets and other meal functions. It shall be the traveler's responsibility, however, to substantiate that such charges are proper and necessary.
- Reasonable tips and gratuities, not to exceed 20% of the underlying expense.
- Actual passport and visa fees required for authorized travel.
- Actual fees charged for exchange of currency necessary to pay authorized travel expenses.
- Actual fees for immunizations required or recommended for authorized travel.
- Taxi, train, or shuttle bus fare.
- Storage or parking fees.
- Gasoline when using a rental car.
- Tolls.
- Communication expense incurred in the conduct of District business.
- Laundry and Pressing. When authorized travel extends beyond four (4) days, the traveler may be reimbursed for laundry, dry cleaning, and pressing costs when substantiated

by receipts.

- In countries where a language barrier may exist, reimbursement for expenses such as taxi fare, currency exchange fees, or tolls may be made without receipts provided that a statement is attached to the travel report and detailing non-receipted expenses.

TRAVEL ADVANCES

Employees (other than those employees possessing District authorized credit cards and Executive Staff), who have been authorized to travel may, when necessary, draw a travel advance of not less than $25 nor more than the amount of estimated expenses for travel, less amounts prepaid by the District, by completing and submitting the Travel Authorization Form no less than five (5), nor more than twenty (20) working days before said travel. The amount of the travel advance is subject to the approval of the Authorizing Person.

If two or more travel reports are outstanding, no additional travel advances will be issued.

For any advance that is outstanding for more than thirty (30) days and is directly attributable to the traveler's failure to properly file the report in a timely fashion, payroll deduction will be made.

ENTERTAINMENT EXPENSES

Entertainment expenses are allowable for promotional items and services required to provide hospitality for Authorized Travelers, Business Clients and authorized Guests as set forth below:

1. Tangible Items. Hospitality in the form of tangible items, such as tie tacks, medallions, paperweights, and other non-consumable items are distributed by the appropriate Department. Non-consumable items shall be requisitioned through normal purchasing procedures.
2. Recreational Activities. Hospitality in the form of recreational activities may be provided.
3. Entertainment. Actual and reasonable entertainment expenses (including but not limited to food and beverages) of Commission members, employees and other authorized persons including Business Clients and/or authorized Guests are allowable under this policy.

RECEIPTS

While receipts in the prescribed form are required for most payments or reimbursements pursuant to this policy, it is recognized that unexpected circumstances may arise such as language barriers, loss of receipts, or unavailability of receipts, which require an alternative procedure for documentation of reimbursable expenses. In those isolated situations where receipts are not available, a statement must be prepared by the traveler and included in the Travel Expense Report. Such certification may then be presented in lieu of the unavailable or lost receipt.

REPORTING

Travel. Employees must complete a travel expense report in a manner prescribed by the Finance Department with required documentation no later than ten (10) working days after the end of each calendar month. Employees without access to the District's expense reporting system must submit a Travel Expense Report to Finance no more than ten (10) days after the completion of travel.

1. Reporting Requirements. The following shall be included in completed Travel Expense Reports:
    a. Trip Benefits. Trip benefits shall be stated on the Travel Authorization & Expense Report indicating significant benefits realized by the traveler as a result of the trip for all travel other than local travel.
    b. Significant Deviations from Estimated Expenses. Significant deviation from estimated expenses (i.e., more than the lesser of 20% or $250) shall be explained in the Travel Expense Report approved by the Authorizing Person.
2. Funds Due District. Any funds advanced in excess of the travel expenses incurred and allowed should be reimbursed to the District's Finance Department and a cash receipt form obtained no later than twenty (20) working after the travel period has ended. A copy of the cash receipt must be attached to the Travel Expense Report.
3. Funds Due Traveler. Travel Expense Reports showing an amount due to or on behalf of an Authorized Traveler will be processed for payment in accordance with standard payment procedures. Payment of undisputed items will be processed for payment within two (2) payment cycles.
4. Canceled Trips. Cancellation of a scheduled business trip will be allowed for legitimate reasons but must be approved by Authorizing Person. If appropriate approval is not obtained prior to canceling the business trip, any non-refundable expenses (registration, air fare, etc.) will be the responsibility of the employee. The traveler shall be responsible for requesting refunds for any registration fees, etc., which were expended prior to the required cancellation.

APPROVAL AND UPDATE HISTORY	September 16, 2024
APPROVAL	September 9, 2019

OBJECTIVE

The purpose of this policy is to outline the acceptable use of information technology resources, including computer equipment, cloud services, mobile devices, and collaboration platforms at the District. These rules are in place to protect the employee and the District. Inappropriate use exposes the District to risks including malicious attacks, compromise of network systems and services, and legal issues.

METHOD OF OPERATION

GENERAL POLICY

This policy applies to the use of information, electronic and computing devices, cloud services, collaboration platforms,and network resources to conduct District business or interact with internal networks and business systems, whether owned or leased by the District, the employee, or a third party. All employees, contractors, consultants, temporary, and other workers at the District and its subsidiaries are responsible for exercising good judgment regarding appropriate use of information, electronic devices, and network resources in accordance with District policies and procedures, and local laws and regulation.

OVERVIEW

The District is committed to protecting employees, partners and the organization from illegal or damaging actions by individuals, either knowingly or unknowingly.

Internet/Intranet/Extranet-related systems, including but not limited to computer equipment, software, operating systems, storage media, network accounts providing electronic mail, WWW browsing, and secure file transfer services (SFTP/MFT), cloud storage, collaboration platforms (Microsoft Teams, SharePoint, OneDrive), are the property of District. These systems are to be used for business purposes in serving the interests of the District, and of our clients and customers in the course of normal operations.

Effective security is a team effort involving the participation and support of every District employee and affiliate who deals with information and/or information systems. It is the responsibility of every computer user to know these guidelines, and to conduct their activities accordingly.

GENERAL USE AND OWNERSHIP

District proprietary information stored on electronic and computing devices whether owned or leased by District, the employee or a third party, remains the sole property of District. Each user must ensure through legal or technical means that proprietary information is protected in accordance with data protection standards.

Each user has a responsibility to promptly report the theft, loss or unauthorized disclosure of District proprietary information.

Each user may access, use or share District proprietary information only to the extent it is authorized and necessary to fulfill assigned job duties.
Employees are responsible for exercising good judgment regarding the reasonableness of personal use. Individual departments are responsible for creating guidelines concerning personal use of Internet/Intranet/Extranet systems. In the absence of such policies, employees should be guided by departmental policies on personal use, and if there is any uncertainty, employees should consult his/her supervisor or manager.

For security and network maintenance purposes, authorized individuals within District may monitor equipment, systems and network traffic at any time.

Users must not store District data on personal cloud accounts (e.g., personal OneDrive, Google Drive, Dropbox, iCloud) or personal email.

Adoption of any new SaaS, cloud service, or software application requires prior IT approval. "Shadow IT", the use of unsanctioned services to handle District data, is prohibited.

District reserves the right to audit networks and systems on a periodic basis to ensure compliance with this policy.

SECURITY AND PROPRIETARY INFORMATION

Providing access to another individual, either deliberately or through failure to secure its access, is prohibited.

All computing devices must be secured with a password-protected screensaver with the automatic activation feature set to 10 minutes or less. User must lock the screen or log off when the device is unattended.

Passwords are an important aspect of computer security. A poorly chosen password may result in unauthorized access and/or exploitation of District resources. All users, including contractors and vendors with access to District systems, are responsible for taking the appropriate steps to select and secure their passwords.

Multi-Factor Authentication (MFA) is required on all District accounts, including email, VPN, and any remote-access or administrative systems. Users must not share MFA codes or approve unexpected MFA prompts.

Full-disk encryption is required on all laptops, mobile devices, and removable media containing District data.

Postings by employees from a District email address or in a manner that identifies them as District staff, including public forums, social

media, blogs, comment sections, and generative-AI prompts, must comply with District communications policy and are prohibited, unless posting is in the course of business duties.

Employees must use extreme caution when opening e-mail attachments received from unknown senders, which may contain malware, phishing, or ransomware payloads. This includes SMS ("smishing"), voice calls ("vishing"), and QR codes ("quishing").

Suspected phishing, social engineering, or Business Email Compromise (BEC) attempts must be reported to the IT Department within one (1) hour of discovery

Microsoft Teams, Zoom, and other collaboration tools are subject to the same conduct and confidentiality expectations as email. Meeting recordings and transcripts containing Confidential or Restricted information must be stored in approved District repositories with appropriate access controls.

ARTIFICIAL INTELLIGENCE (AI) USE

Only District-approved AI tools (e.g., Microsoft 365 Copilot) may be used with District data. Public consumer AI tools (e.g., public ChatGPT, Gemini, DeepSeek, Claude.ai) must NOT be used to process confidential, restricted, PII, PCI, HR, security, or operational data. AI-generated content must be reviewed and validated by the user before being used in any official District work product. Use of AI to generate deepfakes, impersonations, or misleading content is prohibited. Users are accountable for the accuracy, appropriateness, and compliance of AI-assisted outputs.

UNACCEPTABLE USE

The following activities are, in general, prohibited:

A. System and Network Activities:

- Violations of the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by District.
- Unauthorized copying of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books or other copyrighted sources, copyrighted music, and the installation of any copyrighted software for which District or the end user does not have an active license is strictly prohibited.
- Accessing data, a server or an account for any purpose other than conducting District business, even if you have authorized access, is

prohibited.

- Introduction of malicious programs into the network or server (e.g., viruses, worms, Trojan horses, etc.).
- Revealing any District account password to others or allowing use of your account by others. This includes family and other household members when work is being done at home.
- Using a District computing asset to actively engage in procuring or transmitting material that is in violation of sexual harassment or hostile workplace laws in the user's local jurisdiction.
- Making fraudulent offers of products, items, or services originating from any District account.
- Effecting security breaches or disruptions of network communication. Security breaches include, but are not limited to, accessing data of which the employee is not an intended recipient or logging into a server or account that the employee is not expressly authorized to access, unless these duties are within the scope of regular duties. For purposes of this section, "disruption" includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes.
- Port scanning or security scanning is expressly prohibited unless prior notification to the IT Department is made.
- Executing any form of network monitoring which will intercept data not intended for the employee's host, unless this activity is a part of the employee's normal job/duty.
- Circumventing user authentication or security of any host, network or account.
- Interfering with or denying service to any user other than the employee's host (for example, denial of service attack).
- Entering District confidential or restricted data into unapproved AI, cloud, or translation services.
- Connecting unapproved IoT, personal, or unmanaged devices to District network segments.
- Bypassing MFA, EDR, DNS filtering, or other District security controls.
- Downloading or installing software without IT approval.
-

B. Email and Communication Activities:

- Sending unsolicited email messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material (email spam).
- Any form of harassment via email, SMS, texting, telephone, Microsoft Teams, Zoom, chat platforms, or social media,whether through language, frequency, or size of messages.
- Unauthorized use, or forging, of email header information, sender

identity, or AI-generated impersonation of District staff.

Using personal email or personal cloud storage to conduct District business.

The lists above are by no means exhaustive, but rather an attempt to provide a framework for activities which fall into the category of unacceptable use.

IT misuse shall be reported to the immediate supervisor for appropriate disciplinary action. All disciplinary actions instituted for

IT misuse shall be consistent with current policies and procedures. The District reserves the right to proceed criminally or civilly against the violator for alleged misuse of current applicable state, federal, or local laws.

APPROVAL AND UPDATE HISTORY	September 16, 2024 September 21, 2026
APPROVAL	September 9, 2019

OBJECTIVE

To prescribe the range of options available for air service development for the Greenville Spartanburg International Airport District ("District").

METHOD OF OPERATION

INTRODUCTION

To stimulate air carrier growth and provide an incentive to incumbent and new entrant airlines for the addition of new air service at the Greenville-Spartanburg International Airport (Airport), the District shall have a range of options that can be utilized. This policy provides the parameters within which Staff will be able to negotiate air service development on behalf of the District.

PASSENGER INCENTIVE PROGRAM

For new nonstop service, to one of Greenville-Spartanburg's top 75 destinations based on U.S. Department of Transportation data, the following range of options may be available for use in negotiating with current and prospective air service carriers:

- Marketing and advertising support of new service up to $500,000. Service must be maintained for a period of at least twelve (12) months consecutively. Marketing support shall be used solely for promoting the eligible new service.

- Waiver or reduction of one or more of the following fees/rents for a period of up to twenty-four (24) months:
  - Landing Fees for the new service.
  - Rental fees for new or expanded preferential lease space (Ticket Counter, ATO, BSO, OPS space, etc.)
  - Per turn fees.
  - Airport imposed security fees.
  - Into-plane fueling fees.
- Assistance with airport-owned facility improvements and/or equipment purchases may be negotiated on a case-by-case basis.

For new nonstop international service, the following range of options will be available for use in negotiating air service development at the Airport with current or prospective air service carriers:

- Marketing and advertising of new service to be negotiated on a case-by-case basis depending on whether the service is daily, less than daily, and/or seasonal.
- Waiver or reduction of one or more of the following fees/rents for a period of up to twenty-four (24) months:
  - Landing fees for the new service.
  - Rental fees for new or expanded preferential use lease space (Ticket Counter, ATO, BSO, OPS space, etc.).
  - Per turn fees
  - Airport imposed security fees

  - Into-plane fees
- Assistance with airport-owned facility improvements and/or equipment purchases may be negotiated on a case-by-case basis.

For increased capacity/passengers to an existing nonstop destination, the following range of options will be available for use in negotiating air service development at the Airport with current air service carriers:

- Marketing and advertising of the new service up to $200,000.
- Waiver or reduction of one or more of the following fees/rents for a period of up to twelve (12) months, which will be based on the increased capacity/passengers using a rolling two (2) year average for each category unless the air service carrier has provided service for less than two (2) years:
  - Landing fees for the expanded portion of the service.
  - Rental fees for new or expanded preferential use lease space (Ticket Counter, ATO, BSO, OPS space, etc.)
  - Per turn fees.
  - Fuel Into-plane fees.
  - Airport imposed security fees.

For new service to a domestic seasonal nonstop destination, the following range of options may be available for use in negotiating air service development at the Airport with current air service carriers:

- Marketing and advertising of new service up to $150,000. Service must be maintained for a period of at least four (4) months.
- Waiver or reduction of one or more of the following fees/rents while the seasonal route is served. Incentives for seasonal service will be limited to three seasons or 12 months total.
  - Landing fees for the new service.
  - Rental fees for new or expanded preferential use lease space (Ticket Counter, ATO, BSO, OPS space, etc.).
  - Per turn fees.
  - Into-plane fueling fees.
  - Airport imposed security fees.

CARGO INCENTIVE PROGRAM

For cargo service to a new domestic destination, the following range of options may be available for us in negotiating air service development at the Airport with current and prospective air cargo providers:

- Marketing and advertising of new service up to $150,000. Service must be maintained for a period of at least twelve (12) months consecutively with at least 52 operations per year.

- Waiver or reduction of one or more of the following fees/rents for a period of up to twelve (12) months.
  - Landing fees for the new service.
  - Into-plane fueling fees.
  - Airport imposed security fees.
  - Ground handling fees

In year two of the service, the air cargo provider will be eligible to earn a 25% reduction in landing fees if their monthly landed weight total exceeds the landed weight recorded in the same month during year one.

For cargo service to a new international destination, the following range of options may be available for use in negotiating air service development at the Airport with current and prospective air cargo providers:

- Marketing and advertising of new service up to $200,000. Service must be maintained for a period of at least twelve (12) months consecutively with at least 52 operations per year.

- Waiver or reduction of one or more of the following fees/rents for a period of up to twelve (12) months:
  - Landing Fees for the new service.
  - Into-plane fueling fees.
  - Airport imposed security fees.

In year two of the service the air cargo provider will be eligible to earn a 25% reduction in landing fees if their monthly landed weight total exceeds the landed weight recorded in the same month during year one.

REQUIREMENTS

For those items identified under the "Air Service Partnership Plan" section of this policy, a formal contract is not required. However, Staff will codify the arrangement and provide air service entity with a written outline of the components that have been negotiated and approved.

Incentives for new service to unserved markets are limited to the first carrier to establish service.

APPLICABILITY

New nonstop service means scheduled passenger or cargo service to a destination that has not been served on a nonstop basis from Greenville-Spartanburg International Airport within the preceding twelve (12) months.

This policy applies to both incumbent and new entrant commercial or scheduled charter air service entities utilizing the Airport and desiring to provide new or expanded nonstop service.

The District budgets for air service incentives annually. Incentives are first-come, first served, therefore, once the District's budgeted funds are exhausted for a given fiscal year further incentives may not be available until the next fiscal year. Incentives are not retroactive from one fiscal year to the next. All incentives are subject to applicable federal, state, and local laws, FAA Grant Assurances, and availability of District funds, and will be offered on a fair, reasonable, non-discriminatory basis consistent with all applicable laws and regulations.

RIGHT TO AMEND POLICY

The District reserves the right to amend this policy from time to time as it determines is necessary or desirable to reflect current trends of airport activity for the benefit of the general public or the operation of the Airport.

APPROVAL AND UPDATE HISTORY	May 18, 2021 September 16, 2024 September 21, 2026
APPROVAL	September 9, 2019

OBJECTIVE

To address businesses operating at the Airport without a lease agreement, space use permit, or other concessions contract.

GENERAL OVERVIEW AND SCOPE

Pursuant to SC Code of Laws 55-11-140 (10), the Greenville-Spartanburg Airport District ("District") finds that in order to control the movement of traffic on the Airport premises; to retire District debts incurred for construction, renovation, maintenance of facilities and the purchase of equipment; to pay for and provide financing for Airport improvements and additional facilities when and as the need arises; to protect and preserve public order, safety, health and welfare; to enhance the financial stability of the District; and to maintain, administer, govern and operate the Airport, it is necessary and proper to fix charges and fees for the use of its property and facilities and to regulate those persons, firms and corporations who use the same for private business and commercial purposes without having lease agreements, space use permits, or concession contracts with the District and desire to exercise the privilege of using Airport property and facilities in such business endeavors, including the servicing of customers and supplying business services for profit to persons or tenants using the Airport or Airport premises.

The District finds that there are certain individuals and firms doing business on the Airport who operate without any lease agreement, space use permit, concessions contract, or other agreement with the District and, by reason of the nature of their business activity and/or the direct relationship between such business activity and travelers arriving at or departing from the Airport, conduct a portion of their business on, at or from Airport property ("non-tenant business") and in doing so use Airport property in furthering their own business and commercial interests, and that such users should be regulated and charged reasonable fees for use of Airport property and premises for business purposes and profit.

The District finds that non-tenant businesses using Airport property and facilities in the furnishing of services to their customers and conducting their activities at the Airport not only use Airport roadways, provide services to their business customers, pick up and discharge customers and goods at the passenger terminal buildings and elsewhere, and otherwise conduct business on Airport property; that such business activities create additional vehicular and pedestrian traffic, thereby increasing the cost and expense of regulating and protecting the health, safety and welfare of the public, Airport tenants, and the customers of said non-tenant businesses but also cause a direct loss of revenue which the Airport would otherwise receive from its concessionaires on account of rentals generated by persons using the Airport who would otherwise use the services provided by concessionaires; and that said businesses should be charged reasonable and uniform fees and be required to abide by reasonable rules and regulations for the exercise of such privileges

of use of Airport property and facilities, having due regard for the property and improvements used, loss of revenue and the expense of operation to the District.

DEFINITIONS

The following words, terms and phrases shall have the meanings herein given, unless otherwise specifically defined:

"Activity Fee"
A Fee, to include Per-Trip fees, charged for the privilege of accessing the Airport to perform Commercial Ground Transportation.

"Airline Personnel Transportation Service"
The transportation, on a recurring basis, of airline employees (including but not necessarily limited to pilots and flight attendants) to or from the Airport pursuant to an agreement between an airline and an Operator, whether such agreement is written or oral or a combination thereof.

"Bus"
A Commercial Vehicle that carries sixteen or more passengers.

"Catering Vehicle"
Any vehicle that delivers food and beverages to be loaded onto aircraft.

"Commercial Ground Transportation"
Any and all of the following: the act of providing the carriage of, airport users, passengers or luggage in a Commercial Vehicle to or from the Airport, including but not limited to the Terminal Building or the premises of any fixed base operation (FBO); the act of using a Private Vehicle to provide Commercial Ground Transportation to or from the Airport for the owner or other person in possession thereof, when such owner or other person is engaging in air travel, and when the Private Vehicle is to be placed in a commercial off-Airport parking lot or facility; the transportation, on a recurring basis, of airline employees (including but not necessarily limited to pilots and flight attendants) to or from the Airport pursuant to an agreement between an airline and an Operator (whether such agreement is written or oral or a combination thereof).

"Commercial Ground Transportation Operator (Operator)"
Any partnership, corporation, limited liability company, enterprise, person, or other entity engaged in any type or form of Commercial Ground Transportation. (For purposes of gender, the word "it" when used in lieu of the "Operator" in this Policy shall be deemed to also include "he/she and "she".)

"Commercial Lane"
The area designated by the District for use by Commercial Ground Transportation operators for the purpose of picking-up and dropping-off passengers.

"**Commercial Vehicle"**
Any vehicle, other than private vehicles that transports passengers, goods or services for a commercial entity to or from the Airport, regardless of whether the charge of such service paid for directly, indirectly, or at all by the passengers being transported, excluding those operated by governmental entity, including but not limited to Courtesy Vehicles, Limousines, Taxicabs, Buses, Luggage Transport Vehicles, Catering Vehicles, Fueling Vehicles and Freight Delivery Vehicles.

"Commercial Vehicle-For-Hire"
A Commercial Vehicle (excluding Transportation Network Companies) used for the provision of transportation services for hire to and from the Airport.

"Courtesy Vehicle"
A Commercial Vehicle of any size, with or without a meter, which is engaged in transporting passengers between the Airport and any facility operated by, for, or for the benefit of, on behalf of, or pursuant to any contractual arrangement with a facility to include but not limited to hotel, motel, off-Airport rent-a-car business, camp, business or off-Airport Parking lot or facility.

"Freight Service Vehicle"
Any vehicle that enters an Airport Restricted Area to load/unload aircraft freight.

"Fuel Service Vehicle"
Any vehicle that provides fueling services to airline Ground Service Equipment (GSE) on Airport property.

"Ground Handler"
Any partnership, corporation, limited liability company, enterprise, person, or other entity engaged in any type or form of servicing of an aircraft while it is on the ground or providing passengers services on Airport property.

"Ground Transportation Management System (GTMS)"
An automated system by which the District will use to track Commercial Vehicles entering, idling on, and leaving Airport property. The GTMS may use a combination of cameras, license plate recognition (LPR), and automated vehicle identification (AVI) sensors and tags to track and enforce Commercial Vehicles.

"Miscellaneous Business"
Any partnership, corporation, limited liability company, enterprise, person, or other entity engaged in any type or form of business activity that is providing a service on Airport property.

"Limousine"
A Commercial Vehicle that carries fifteen or fewer passengers for a fare, not determined by a meter.

"Loading/Unloading Area"
A space or spaces designated by the President/CEO or designee on the Terminal Building Curbside or FBO Terminal for the loading/unloading of Commercial Vehicles.

"Luggage Transportation Service"
The transportation, on a recurring basis, of luggage from the Airport pursuant to an agreement between an airline and an Operator, whether such agreement is written or oral or a combination thereof.

"Miscellaneous Business Services"
This includes any entity that is furnishing services to a customer or conducting business activities on District property that is not specifically covered by this policy or any other policy of the District. However, this definition does not include business activities or services that are authorized to use the Centralized Receiving and Distribution Facility (CRDF) or other similar activities or services that are provided to tenants not utilizing the CRDF, janitorial services that are provided to a tenant with a lease agreement, space use permit, or other concessions contract executed by the District, and other related entities that the District in its sole discretion deems exempt from this policy.

"Non-Tenant Business"
A business granted permission via a Non-Tenant Business Permit to operate at the Airport but does not have a concession contract, lease or agreement granting the privilege of having offices or other facilities at the Airport from which to conduct business, unless specified in the individual Non-Tenant Permit.

"Park or to be Parked"
To put or leave or let a Commercial Vehicle stand or stop in any location on the Airport, whether the driver thereof leaves or remains in such vehicle, when such standing or stopping is in a place other than a parking space in a public parking lot and is not required: by a traffic control device, a Police Officer, or conditions beyond the control of the driver; or to enable a passenger, with his/her or her luggage (if any), to get into or out of such Commercial Vehicle.

"Per-Trip Fee"
A fee charged to the Operator in the amount established by the District for each trip a Commercial Vehicle makes to and from the Airport in conjunction with its service as defined herein.

"Pre-reservation"
A passenger reservation, accommodation or arrangement for Commercial Ground Transportation made, provided for or arranged prior to the Commercial Vehicle's entry onto the Airport.

"Private Vehicle"
A vehicle which transports a person or persons to or from the Airport at no charge, either direct or indirect, to such person or persons or to any other person or entity. A vehicle which is operated by, for, or for the benefit of, on behalf of, or pursuant to any contractual arrangement with a hotel, motel, off-Airport rent-a-car business, camp or off-Airport parking lot or facility, and which carries passengers with Pre-reservations is not a Private Vehicle.

"Solicitation"
Either directly or indirectly, actively or passively, and at the Airport, to ask, request, seek or try to obtain a passenger or passengers for Commercial Ground Transportation.

"Taxicab"
A Commercial Vehicle that carries fifteen or fewer passengers for a fare, determined by a meter.

"Trade-dress"
The official signage identifying the Commercial Vehicle to which company and/or platform the Commercial Vehicle is operating under.

METHOD OF OPERATION; RULES AND REGULATIONS

APPLICATION FOR PERMIT

Any person, firm or corporation desiring access to the Airport for the purpose of conducting non-tenant business operations on Airport property, either directly or indirectly, shall first apply to and obtain a Non-Tenant Business Permit (the "Permit") from the District prior to conducting any business on Airport property.

RENTAL CARS

No person, firm, corporation or other entity shall carry on, conduct or engage in the business of renting motor vehicles or providing parking facilities at or from the Airport, nor solicit for the rental of vehicles, without a concession agreement.

The term "Rental Car Courtesy Vehicle" as used in this Section shall mean any motorized vehicle used to transport persons or rental vehicles to and from the Airport without a direct fee being paid by the person(s) being transported for the service so rendered. Each such vehicle shall clearly display Trade-dress with the name of the rental car company for which the service is being provided. "Courtesy Cars", as defined below, shall not pick up non-tenant rental car customers at the Airport.

Each rental car company operating customer courtesy vehicles which desires to use Airport premises for private business and commercial purposes shall first obtain from the District the Permit hereinabove referred to, authorizing such use and pay the fee required therefor.

Rental Car Courtesy Vehicles shall be operated on, at and from the Airport in accordance with procedures established from time to time by the President/CEO or designee.

The President/CEO or designee is authorized to designate a customer loading/ unloading area at or near the airline passenger terminal building or FBO Terminal for use by non-tenant rental car and parking lot courtesy vehicles. No other area or place on Airport premises shall be used for any business or commercial purpose, directly or indirectly, by a non-tenant rental car company.

Rental Car Courtesy Vehicles shall not park or be left standing unattended in areas designated for use by the public or any other class of vehicle.

Employees of non-tenant rental car companies and operators of Rental Car Courtesy Vehicles shall not cruise or solicit business in any manner on, at or from Airport property.

Rental Car Courtesy Vehicles without Permits shall not enter upon Airport property to unload/load passengers even though such passengers have made previous arrangements for their service.

Annual fees for non-tenant Rental Car Courtesy Vehicles operating under permit on Airport property shall be established annually through the budget process.

All charges and fees (to include but not limited to credit card and GTMS processing fees) shall be payable in advance prior to issuance of a permit and prior to each annual renewal thereof, except for the Activity Fee which shall be due and payable monthly on or before the 15th of each month based upon the results of the operator's business for the preceding month. All payments due shall be remitted in full without demand, set-off or deduction.

COMMERCIAL VEHICLES-FOR-HIRE

The following provisions shall be applicable to non-tenant businesses operating commercial vehicles-for-hire to include but not limited to, taxis, limousines or buses for private business and commercial purposes on the Airport.

Each commercial vehicle-for-hire shall maintain and display, within such vehicles at all times while upon Airport property, Trade-dress in accordance with applicable laws and as reviewed and approved by the District.

Each operator/business operating a commercial vehicle-for-hire, which desires to use Airport property for private business and commercial purposes shall first obtain from the District a Permit authorizing such use and pay the fee required therefor.

Commercial vehicles-for-hire shall be operated on, at or from the Airport

in accordance with procedures established from time to time by the President/CEO or designee.

The President/CEO or designee is authorized to designate a customer loading/unloading area at or near the airline passenger terminal building or FBO Terminal for use by non-tenant commercial vehicles-for-hire. No other location on Airport property shall be used for any business or commercial purpose, directly or indirectly, by a non-tenant commercial vehicle-for-hire.

Commercial vehicles-for-hire shall only use the areas designated for use based off the class of vehicle (i.e. limousine, taxi, or bus).

Commercial vehicles-for-hire shall not be left standing unattended in any parking place, area or road.

Operators of commercial vehicles-for-hire and company personnel who may accompany them, unless authorized by Permit or Concession Agreement to do so, shall not solicit business in any manner on, at or from the Airport.

Annual fees for commercial vehicles-for-hire operating under permit on Airport property, shall be established annually through the budget process.

All charges and fees (to include but not limited to credit card and GTMS processing fees) shall be payable in advance prior to issuance of a permit and prior to each annual renewal thereof, except for the Activity Fee which shall be due and payable monthly on or before the 15th of each month based upon the results of the operator's business for the preceding month. All payments due shall be remitted in full without demand, set-off or deduction.

BAGGAGE TRANSPORTATION

The following provisions shall be applicable to non-tenant businesses operating at or from the Airport for the purpose of transporting baggage, luggage or similar items to or from other airports, or any other location under contract or for a fee.

The operator of such a baggage transportation business shall procure a permit and each individual vehicle operated by such business shall maintain and display, within such vehicles at all times while upon Airport property, Trade-dress in accordance with applicable laws and as reviewed and approved by the District.

The President/CEO or designee is authorized to designate an area or areas on the Airport property for the use of baggage transportation vehicles and no other location or area on the Airport property shall be used by any such vehicle nor shall any such vehicle be left standing

unattended on any road or within an area on the airport property not designated for the specific use of such vehicles.

Annual fees for baggage transportation vehicles operating under permit on airport property shall be established annually through the budget process.

All charges and fees (to include but not limited to credit card and GTMS processing fees) shall be payable in advance prior to issuance of a Non-Tenant Business Permit and prior to each annual renewal thereof, except the Activity fee which shall be due and payable monthly on or before the 15th day of each month based upon the results of baggage vehicle business for the preceding month. All payments due shall be remitted in full without demand, set-off or deduction.

GROUND HANDLING SERVICES

The following provisions shall be applicable to non-tenant businesses operating at the Airport for the purpose of providing ground handling services.

The operator of such a ground handler shall procure a permit.

The President/CEO or designee is authorized to designate an area or areas on the Airport property for ground handling of aircraft and any other related activities and no other location or area on the Airport property shall be used by any such business.

Annual Non-refundable fees for ground handling services operating on Airport property shall be established annually through the budget process.

All charges and fees shall be payable in advance prior to issuance of a Non-Tenant Business Permit and prior to each annual renewal thereof, except the Activity Fee which shall be due and payable monthly on or before the 15th day of each month based upon the results of ground handling services rendered for the preceding month. All payments due shall be remitted in full without demand, set-off or deduction.

OTHER MISCELLANEOUS SERVICES

The following provisions shall be applicable to non-tenant businesses operating at the Airport for the purpose of providing miscellaneous business services.

The operator of a miscellaneous business shall procure a permit.

The President/CEO or designee is authorized to designate an area or areas on the Airport property for any miscellaneous business services and any other related activities and no other location or area on the Airport property shall be used by any such business.

Annual fees for miscellaneous services operating on Airport property shall be established annually through the budget process.

All charges and fees shall be payable in advance prior to issuance of a Non-Tenant Business Permit and prior to each annual renewal thereof, except the Activity Fee which shall be due and payable monthly on or before the 15th day of each month based upon the results of miscellaneous business services rendered for the preceding month. All payments due shall be remitted in full without demand, set-off or deduction.

GROUND TRANSPORTATION MANAGEMENT SYSTEM (GTMS)

The District has implemented a GTMS at the Airport in order to track commercial ground transportation activity, and compliance on and through Airport property. All Commercial Vehicles shall be subject to and must participate in the GTMS, unless otherwise excluded pursuant to the terms of a permit or Concession Agreement with the District. The District reserves the right from time to time to amend the Policies and Procedures governing the GTMS. In general, the GTMS may use a combination of cameras, LPR, and AVI which could consist of a transponder installed on all Commercial Vehicles to track ground transportation activity. Fees shall be charged to Commercial Vehicles for usage of Airport property per the fee schedules adopted by the District. The District is further empowered to impose civil penalties on Commercial Vehicles that operate on Airport property without registering with the District and employing the GTMS.

PAYMENT OF FEES

All charges and fees (to include but not limited to credit card and GTMS processing fees) shall be payable in advance prior to issuance of a Non-Tenant Business Permit and prior to each annual renewal thereof, except that all fees based on percentage of gross receipts or other activity/unit charges shall be payable monthly on or before the 15th day of the succeeding month and shall be adjusted based upon an annual audit by a Certified Public Accountant furnished to the Airport at the permit holder's expense, within one hundred and twenty (120) days of their year-end accounting period. All payments due shall be remitted in full without demand, set-off or deduction.

ACTIVITY REPORT/AUDIT

The District shall have the right to require a Non-Tenant Business to deliver a statement signed by an officer of the business, in such form and with such detail as District may reasonably request, setting forth Operators activity during the preceding calendar month or for a period as determined by the District.

The District shall have the right to authorize an audit of the Non-Tenant Business records pertaining to its operation on the airport. Such audits may be conducted by District personnel or undertaken by a reputable firm of certified public accountants. The cost of such audits if undertaken by CPA shall be borne by the airport, unless the results of such audits reveal a discrepancy of more than five (5) percent between the gross sales reported to the airport. In case of such discrepancy, the full cost of the audit shall be borne by the non-tenant.

OTHER

Anything to the contrary notwithstanding, nothing hereinabove shall be deemed to require more than one permit per vehicle which is to be operated for business or commercial purposes on the Airport.

In the event any portion of this Resolution is determined by a court of competent jurisdiction to be invalid, the remainder hereof shall continue in full force and effect.

VIOLATIONS, REVOCATIONS, APPEALS

Non-Tenant Business operators are responsible for the conduct and actions of their drivers (whether or not they are employees, or contracted), including compliance with the policies contained herein, the Airport Rules and Regulations, and the Terms of the Non-Tenant Permit. In considering any fine, suspension, or revocation, the District may consider actions taken by the operator to act responsibility, take disciplinary measures, mitigate damage, or otherwise take appropriate corrective action. Nevertheless, operators are ultimately accountable for the action of their employees and drivers.

The President/CEO or designee may impose fines, suspension, or revocation upon any Non-Tenant Business who, after due investigation, is found to have violated any of the policies contained herein, the Airport Rules and Regulations or the Terms of a Non-Tenant Permit. If the person violating any provision of this Section is a business, company or corporation, the officer, agents or employees thereof who shall violate or procure, aid or abet any violation of any of the provisions of this Section or permit the operation of any Commercial Vehicle contrary to the requirements thereof shall be subject to the same penalties as if they themselves were personally operating such Commercial Vehicle at the time such violations were committed.

<u>Fines/Suspension</u>
In addition to all remedies provided by law, fines and/or suspensions may be imposed at the discretion of the President/CEO or designee for any violation of the policies contained herein, the Airport Rules and Regulations or the Terms of a Non-Tenant Permit.

<u>Guidelines for Administrative Actions</u>
Administrative actions will be evaluated based on the specific circumstances of each violation. The severity, potential impact and number of offenses will be considered in any administrative action. Violations that have a potential negative impact upon safety, business operations, or customer experience are considered serious infractions and will be dealt with more severely. Unless otherwise stated in individual Permits, Processes, or Agreements, the District has established the following guidelines for Fines/Suspensions.

- First Offense - $75 fine and/or up to a 30-day suspension
- Second Offense - $150 fine and/or up to a 60-day suspension
- Third Offense - $300 fine and/or up to a 180-day suspension

Revocation

Revocation of a Non-Tenant Permit and/or operating privileges is for an indefinite period of time – specified at the time of revocation – and may be imposed for any violations set forth herein and any of, but not limited to, the following violations:

- Failure to pay required fees within fifteen (15) days of suspension.
- Any violation of the policies contained herein, the Airport Rules and Regulations or Terms of the Non-Tenant Permit.
- Falsified documents presented to the Airport District.

Continuing Violation

Each day's failure to comply or willful violation of the policies contained herein, the Airport Rules and Regulations or the Terms of the Non-Tenant Permit shall constitute a separate and distinct offense and shall be separately punishable.

Imposition and Review of Administrative Actions and Revocations

The business shall be entitled to appeal a suspension or revocation by filing a written Notice of Appeal within fifteen (15) days of notification of suspension or revocation. The decision of the District shall be final, and any appeal therefrom shall be to the courts of the State of South Carolina. In the case of suspension only, the permit shall be restored to the business at the expiration of the period of suspension. In the case of revocation, the business must wait a minimum of sixty (60) days before submitting an application for a new Permit.

RIGHT TO AMEND POLICY

The District reserves the right to adopt such amendments to this policy and the Non-Tenant Business Permit from time to time as it determines is necessary or desirable to reflect current trends of airport activity for the benefit of the general public or the operation of the Airport.

APPROVAL AND UPDATE HISTORY	November 18, 2024
APPROVAL	September 9, 2019

OBJECTIVE

To establish criteria for issuing payments and to enhance internal financial controls.
Payments may be issued using checks, automatic clearing house (ACH), wire transfers, or any other method practical for use by the District.

METHOD OF OPERATION

AUTHORIZED PAYMENT APPROVERS

Authorized payment approvers for the District's bank and credit accounts include the following:

- President/CEO
- Vice President/CFO
- Designee of President/CEO
-

REQUIRED APPROVALS

For payments less than or equal to $10,000:

- Only one (1) approval is needed.

For payments greater than $10,000 and less than $25,000:

- Any two (2) approvals are needed.

For payments greater than or equal to $25,000:

- Two (2) approvals are needed, one of which must be the President/CEO or the President/CEO's delegate.

Exceptions to the thresholds above shall be approved by the President/CEO in writing.

APPROVAL AND UPDATE HISTORY	September 16, 2024 September 21, 2026
APPROVAL	September 9, 2019

OBJECTIVE

To ensure compliance with and to follow SC State Statutes regarding budget adoption procedures for political subdivisions of South Carolina.

APPLICABLE CODE OF LAW & REGULATORY AUTHORITY

Title 6, SC Code of Laws Unannotated, Chapter 1, Section 6-1-80

SECTION 6-1-80. Budget adoption.

A. county, municipality, special purpose or public service district, and a school district shall provide notice to the public by advertising the public hearing before the adoption of its budget for the next fiscal year in at least one South Carolina newspaper of general circulation in the area. This notice must be given not less than fifteen days in advance of the public hearing and must be a minimum of two columns wide with a bold headline.

B. The notice must include the following:
    1. the governing entity's name;
    2. the time, date, and location of the public hearing on the budget;
    3. the total revenues and expenditures from the current operating fiscal year's budget of the governing entity;
    4. the proposed total projected revenue and operating expenditures for the next fiscal year as estimated in next year's budget for the governing entity;
    5. the proposed or estimated percentage change in estimated operating budgets between the current fiscal year and the proposed budget; (6) the millage for the current fiscal year; and
    6. the estimated millage in dollars as necessary for the next fiscal year's proposed budget.

C. This notice is given in lieu of the requirements of Section 4-9- 130.

METHOD OF OPERATION PRCEDURE

At least fifteen (15) days in advance of the Commission meeting scheduled for the presentation and adoption of the upcoming fiscal year District budget, notice of such meeting will be:

- posted on the District's website;
- posted in lobby of the District's Administration Offices;
  advertised in the Greenville News and Spartanburg-Herald Journal or similar local newspapers.

APPROVAL AND UPDATE HISTORY	**September 16, 2024**
APPROVAL	**September 9, 2019**

GSP INTERNATIONAL AIRPORT
ROGER MILLIKEN FIELD

MEMORANDUM

TO: Members of the Airport Commission

FROM: Kelly Dawsey, VP/Chief Human Resources Officer

DATE: September 21, 2026

ITEM DESCRIPTION - New Business Item E

Approval of Revisions to and Readoption of the Greenville-Spartanburg Airport District Human Resources Policies and Procedures

BACKGROUND

The purpose of the Greenville-Spartanburg Airport District ("District") Human Resources Policies and Procedures is to familiarize employees with District policies and procedures, provide general guidelines on work rules, benefits and other issues related to employment, and help answer questions that may arise in connection with employment.

The Airport Commission last adopted changes to the District Human Resources Policies and Procedures September 16, 2024.

ISSUES

From time to time, Staff will review and recommend changes to programs to address new issues, maintain compliance with applicable laws and regulations, and to clarify.

The current Human Resources Policies and Procedures were reviewed by Managers, Directors and District Executives to secure input for the proposed revisions.

Attached are the following documents:

- A summary matrix of the changes by Section #.
- A redlined copy of each Section with substantive changes.
- A clean copy of each Section with substantive changes.

In addition, minor grammatical revisions have been made as well to various Sections; they do not represent a substantive change in the intent of any policy or procedure.

ALTERNATIVES

No alternatives are recommended at this time.

FISCAL IMPACT

There is no direct financial impact from the recommended changes.

RECOMMENDED ACTION

It is respectfully requested that the Airport Commission resolve to readopt the Greenville-Spartanburg Airport District Human Resources Policies and Procedures with the proposed substantive revisions as outlined in the attached documents.

Attachment

Change Summary Matrix
HR Policies and Procedures Redlined
HR Policies and Procedures Final Version

Greenville-Spartanburg Airport District

Human Resources Policies & Procedures
Change Summary Matrix

September 21, 2026

Section	Subject	Comments
Entire Document	All	• Updates President/CEO approval to include "or designee" • Scrivener Changes as needed throughout. • Additional clarification as needed throughout.
Title Page/ 200.01	HR Policies & Procedures Manual & Objectives Section	• Change the name of the policies from "HR" to "Employee" Policies & Procedures as needed throughout.
201.01	Personal Appearance & Dress Code	• Removing the reference to the casual dress day / jeans and giving discretion to the department leader and employee for appropriate attire for the work they perform. • Removing the Badge section as it is covered in detail in the 203.02 Security Identification Cards section.
201.02	Attendance	• Clarifies acceptable notification to supervisor in case of absence and information to be provided by the employee when absent. • Confirms that appropriate disciplinary action may not follow the progressive disciplinary steps and will be appropriate per each circumstance.
201.03	Corrective Action	• Adds the requirement that if an employee has an active corrective action any further disciplinary steps must be reviewed by the next level leader prior to meeting with the employee. • Added "sleeping on the job" under the Unacceptable Conduct section.
201.05	Grievances	• Clarifies Appointed Personnel and Management Personnel as applicable under the Grievance policy.
201.06	Social Media	• Shifted responsibility from the Executive team to the PIO (Public Information Officer) to grant approvals for social media posting approvals. • Clarifies that documentation to prohibit good faith reporting, as protected per appliable law, is not a violation of the Social Media policy.
201.14	Conflicts of Interest	• Eliminated the reference to salary grade level eligibility for outside employment and further clarified employees in supervisory roles may not accept outside employment with a company doing business with the District that may create a conflict of interest.

202.01	Discrimination, Harassment and Bullying	• Modified the current policy title, Harassment, to reflect the content of the policy: Discrimination, Harassment, and Bullying. • Provides further clarification throughout the policy on applicability in the workplace and in the remote workplace; adopts clarifying language from the applicable law, specifies employee and supervisor responsibility and prohibited retaliation actions.
202.03	Americans with Disabilities Act	• Clarifies how and when the District seeks medical information and defined reasonable accommodations by the District. • Clarifies supervisor and persons seeking accommodation(s) responsibilities.
203.05	Vehicle and Driver Safety	• Added a reference that drivers need to comply with the applicable state's Hands-Free and Distracted Driving laws. • Added that prohibited tobacco use in District vehicles includes e-cigarettes and vaping devices.
204.02	Employment of Relatives	• Confirms relationships that are applicable under this policy. • Confirms responsibility of employees who enter into a romantic relationship while employed with the District.
205.01	Pay Practices, Work Hours and Time Keeping	• Confirmed paycheck deductions are in line with the FLSA and applicable state law. • Removed the reference to pay cards. • Added language to confirm that all work performed by a Non-exempt employee is compensable under the FLSA law.
205.02	Employee Compensation Plan	• Eliminating the content referencing a "trainee". • Adding a section on "Shift Differential Pay" allowing the District to implement if and when business operations require it.
205.04	Employment Categories and Classification Plan	• Eliminate Qualified Part-Time classification. • Eliminate Qualified Variable Hour classification.
206.01	Vacation	• Eliminated the waiting period to use vacation and allows for vacation to be used as it is accrued by employees.
206.03	Sick Leave	• Eliminated the waiting period to use sick leave and allows for sick leave to be used as it is accrued by employees. • Allows for Sick Leave to be used, up to 2 times in a year, with 2 hours notice without being subject to the attendance policy.
206.04	Holiday Pay	• Eliminate the 3 Flex Holidays and designate them as: the Day After Thanksgiving, Christmas Eve and New Year's Eve.

		• Differential employees granted 88 hours of Holiday Pay annually in lieu of Paid Time Off.
206.05	Paid Time Of (PTO)	• Paid Time Off is moved into Holiday Pay and 88 (from 64) hours of Holiday Pay are granted to Differential employees annually.
206.05	Community Service Leave	• Introduction of new leave type. Add 8 hours of Community Service Leave per calendar year, for each employe with guidelines.
206.07	Bereavement	• Clarified eligibility for a step grandparent.
206.08	Family Medical Leave (FMLA)	• Added further clarifying language on eligibility and administration to the policy.
207.06	Retirement Benefits	• Sunset the District Retiree Insurance Program which pays health insurance premiums for retirees (who have retired under SCRS or PORS and worked 10 continuous years prior to retirement) until they reach 65 and will grandfather the current eligible employees.



GSP Airport District

~~HR~~ Employee Policies & Procedures Manual

~~07~~09.2~~1~~3.2026

IMPORTANT DISCLAIMER

THIS MANUAL IS A GUIDELINE TO THE GREENVILLE-SPARTANBURG AIRPORT DISTRICT'S ("DISTRICT") CURRENT POLICIES AND PROCEDURES. MANY OF THE POLICIES CONTAINED IN THIS MANUAL ARE BASED ON LEGAL PROVISIONS, INTERPRETATIONS OF LAW AND EMPLOYEE RELATIONS PRINCIPLES, ALL OF WHICH ARE SUBJECT TO CHANGE.

PURSUANT TO SOUTH CAROLINA CODE ANN. §41-1-110, THIS MANUAL DOES NOT CONSTITUTE A CONTRACT OF EMPLOYMENT FOR ANY TERM. NOTHING IN THIS MANUAL SHALL BE CONSTRUED TO CONSTITUTE A CONTRACT AND THE DISTRICT HAS THE RIGHT, AT ITS DISCRETION, TO MODIFY THIS MANUAL AT ANY TIME. NOTHING HEREIN LIMITS THE DISTRICT'S RIGHT TO TERMINATE EMPLOYMENT. ALL OF THE AIRPORT DISTRICT'S EMPLOYEES ARE EMPLOYEES AT WILL AND ARE FREE TO TERMINATE THE EMPLOYMENT RELATIONSHIP WITH THE DISTRICT AT ANY TIME, FOR ANY REASON. AS A CORRESPONDING RIGHT, THE DISTRICT HAS THE SAME RIGHT TO TERMINATE THE EMPLOYMENT RELATIONSHIP WITH AN EMPLOYEE AT ANY TIME, FOR ANY REASON.

THE DISTRICT REMAINS THE FINAL AUTHORITY AS TO THE PROPER INTERPRETATION AND APPLICATION OF THE PROVISIONS OF THIS MANUAL. ANY ORAL OR WRITTEN STATEMENTS OR PROMISES CONTRARY TO AN EMPLOYEE'S AT-WILL EMPLOYMENT ARE HEREBY EXPRESSLY DISAVOWED AND SHOULD NOT BE RELIED UPON BY ANY EMPLOYEE. THIS MANUAL SUPERSEDES AND REPLACES ALL PRIOR EMPLOYMENT HANDBOOKS, EMPLOYMENT MANUALS, DISTRICT EMPLOYMENT POLICIES, AND EMPLOYMENT PROCEDURES.

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Introduction

Section 200.01 – District Employee~~HR~~ Policies & Procedures Objectives

Objective

The objective of the ~~Human Resources~~District Employee Policies and Procedures of the Greenville-Spartanburg Airport District ("District") is to provide guidance regarding working conditions and what is expected of employees at the District.

The ~~Human Resources~~District Employee Policies and Procedures Manual is designed to introduce employees to the District, to familiarize employees with District policies and procedures, provide general guidelines on work rules, benefits and other issues related to employment, and help answer many of the questions that may arise in connection with employment.

Employment-At-Will

The ~~Human Resources~~District Employee Policies and Procedures Manual is not a contract of employment and does not create a contract of employment. It is the policy of the District that all employees, both exempt and non-exempt, that do not have a written employment contract with the District for a specific, fixed term, of employment, are employed in an at ~~the~~ will relationship with ~~of~~ the District.

Employees that do not have a separate, individual, written employment contract are at-will employe~~esd at the will of the District~~ and are subject to termination at any time, for any lawful reason, with or without cause or notice. At the same time, such employees may terminate ~~his/her~~their employment at any time for any reason, with or without notice.

General

These Policies and Procedures are not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. Various departments may have additional rules and/or standard operating procedures because of the nature of the work. Those rules must be obeyed in the same manner or disciplinary action can result. For that reason, if an employee has any questions, ~~he/she~~they should contact Human Resources ~~(HR)~~.

As the District continues to grow and change, the need may arise to modify, change, add or discontinue procedures, practices, policies and benefits described here from time to time. The District will make every effort to inform employees of any changes as they occur.

These policies and procedures ~~shall~~ apply to all employees of the District. For those employees under a written employment agreement, any discrepancy in the topics covered by the manual and the terms of your written employment agreement, the written employment agreement will supersede the policies contained herein. In all other respects, the ~~human resources~~ District employee policies and procedures contained in the manual shall apply.

All forms referenced in this manual can be found on the Employee Intranet ~~in UKG~~ or by contacting the Human Resources Department.

Approval & Update History

September 9, 2019

November 14, 2022

September 21, 2026

Section 200.02 – Mission, Vision, & Values

Our Mission

We begin each day fully committed to finding new ways to achieve our mission to advance the economic prosperity of the region by providing a safe, convenient, user-friendly and cost competitive air transportation system connecting the region with the nation ~~with~~ and the world.

Our Vision

Serve as the region's global transportation hub and economic catalyst by providing best-in-class infrastructure and service.

Our Values

We are especially proud of GSP's values, which speak to the "GSP Way". Our values express how we conduct our day-to-day business and provide a consistent set of expectations for all of us who work at the airport.

Core Values are the values that lie at the heart of the District's identity.

1. Safety & Security: We embrace them as our priority.
2. Innovation: We embrace innovative solution and are always ready for change.
3. Accountability: We accept responsibility for our actions.

Permission to Play Values are the minimum behavioral standards that are required for all employee of the District.

4. Integrity: We are dedicated to honest & ethical practices.

5. Servant Attitude: We are dedicated to putting others before self.
6. Teamwork: We think & act like one team, bonded by mutual trust & respect.

Aspirational Values are qualities and characteristics that the District desires to have and believes it must develop in order to maximize the success of the District.

7. Excellence: We are committed to ensuring excellence in all that we do.

Approval & Update History:

September 9, 2019

Section 200.03 – Playbook

Why do we exist?

We exist to enhance the economic prosperity & quality of life in the Upstate.

What do we do?

We provide air transportation infrastructure & services, as well as real estate opportunities for aviation and non-aviation businesses.

How do we behave?

We behave with integrity, a servant attitude, & we are team players.

1. Integrity: Being honest & ethical.
    a. As demonstrated by openness, admitting mistakes, being transparent, doing the right thing event when no one is watching, and calling out unethical behaviors.
2. Servant Attitude: Putting others before self.
    a. As demonstrated by assisting others, selflessness, thinking of others first, empathy, commitment, sensitivity, a willingness to be inconvenienced, humility, listening, considering other's opinions, not being conceited, and not being prideful~~, and not being politically motivated.~~
3. Team Player: A person that works well with others doing what needs to be done to achieve a common goal.

How will we succeed?

Strategic Anchors:

1. Utilizing sound business acumen
2. Being the airport of choice for the region
3. Investing in employee recruitment, retention, & development

Approval & Update History

September 9, 2019

September 16, 2024

September 21, 2026

Section 200.04 – Commitment to Safety

The District recognizes that employees are integral to our business. As the most critical resource, employees will be safeguarded through training, provision of appropriate work surroundings and procedures that foster protection of health and safety. All work conducted by District employees will consider the intent of this policy. No duty, no matter what its perceived results, will be deemed more important than employee health and safety.

The District is firmly committed to the safety of its employees. The District will do everything possible to prevent workplace accidents and is committed to providing a safe working environment for all employees.

The District values its employees not only as employees but also as human beings critical to the success of their family, the local community and the District.

Employees are required to report any unsafe work practices or safety hazards encountered on the job. All accident/incidents (no matter how slight) are to be immediately reported to the employee's immediate supervisor (or as soon as possible, if immediate reporting is not practicable).

A key factor in implementing this policy will be the strict compliance to all applicable federal, state and local laws and District policies and procedures. Failure to comply may result in disciplinary action, up to and including termination.

Respecting this, the District will make every reasonable effort to provide a safe and healthful workplace that is free from any recognized or known potential hazards.

Additionally, the District abides by these principles:

1. All accidents are preventable through implementation of effective safety and health control policies.

2. Safety and health controls are a major part of our work every day.

3. Accident prevention is good business. It minimizes human suffering, promotes better working conditions for everyone, holds us in higher regard with customers, passengers, and tenants and increases productivity. This is why the District will comply with all safety and health regulations which apply to the course and scope of operations.

4. The District is responsible for providing the safest workplace for employees. The District is committed to allocating and providing all of the resources needed to promote and effectively implement this safety policy.

5. Employees are responsible for following safe work practices, District policies and procedures, and for preventing accidents and injuries. The District will establish lines of communication to solicit and receive comments, information, suggestions and assistance from employees where safety and health are concerned.

6. All employees, regardless of position, will set an example with ~~good attitudes and~~ strong commitment to safety and health in the workplace.

Everyone's goal must be to constantly improve safety awareness and to prevent accidents and injuries. Together, we can prevent accidents and injuries. Together, we can keep each other safe and healthy in the workplace.

Approval & Update History

September 9, 2019

November 14, 2022

September 21, 2026

General Employment

Section 201.01 – Personal Appearance & Dress Code

Objective

To establish a professional appearance & dress code policy for District employees.

General

The District considers it very important that employees are well groomed, neat, and dress appropriately for ~~his/her~~their job function. While the District trusts that each employee will show common sense and good judgment, a professional appearance & dress code must be followed that is appropriate to the work environment. The District has adopted a casual business dress code but emphasizes that some positions and/or meetings may call for more professional attire. Uniforms are required for certain positions and are provided by the District. Appropriate dress and hygiene are important in promoting a positive District image to our customers, both internally and externally. The District stresses a casual business dress code is a benefit and must be adhered to in order to be retained.

Guidelines

All District employees will wear clean and well-maintained attire appropriate for the type of work ~~he/she~~they perform~~s~~. Shoes must also be well-maintained.

Due to the various work assignments and working conditions, it is not practical to establish specific and absolute criteria as to what is or is not appropriate dress, however, the following standards of professional appearance & dress code are established to provide direction for employees in order to maintain the professionalism that the District advocates:

- Employees shall practice good personal hygiene and take ~~his/her~~their workday schedule into account when selecting attire.
- Employees should choose business attire that is clean and in good repair and presents a professional image.
- Acceptable professional attire includes, but is not limited to:
  - Shirts with collars, business casual crewnecks or V-neck shirts, blouses, golf and polo shirts, District logo apparel, sleeveless shirts (if conservative), ties, sports jackets, knit shirts with or without a collar, sweaters, cardigans, suits.
  - Slacks, capris, trousers, dresses, or skirts of an appropriate length.
  - Appropriate fitted clothing for body type.
  - Casual slip-on or tie shoes, dress sandals (with or without a heel), slides, open toed/open back shoes and athletic shoes if approved by the department ~~d~~Director.
- Unacceptable professional attire includes but is not limited to:
  - Any clothing with language, images, or graphics that are obscene, malicious, threatening, harassing, unlawful, or otherwise inconsistent with GSP policy.
  - T-shirts, ~~clothing with inappropriate slogans, profanity, sexually suggestive pictures/slogans,~~ sweatpants, athletic attire, shorts, ~~jeans,~~ pants worn below the waist or hip line, crop tops, midriff tops, spaghetti straps, tank tops, strapless tops or dresses, crocheted or see through blouses or shorts, muscle shirts, flip flops, ~~heavy perfume/cologne~~, camouflage, torn, patched or faded clothing, clothing that is excessively tight or revealing, ~~excessive or distracting body piercings, H~~hats or head coverings, unless required to meet health regulation guidelines, as a religious accommodation, or designated as part of a uniform.
  - ~~In some circumstances or within specific departments, the following may be permitted upon approval by the department Director:~~

- ~~A casual dress day within the work week to include jeans that are in good repair (without tears, rips, etc.).~~
- ~~T-shirts which may be provided at the discretion of the department Director.~~

Body Art

Body art and/or tattoos that conflict with District values or that contain the following, are not permissible:

- ~~Negative or discriminatory l~~Language or images that are vulgar, obscene, malicious, threatening, harassing, unlawful, or otherwise inconsistent with GSP policy ~~towards religious ideologies, ethnicities/races, gender, military personnel, or sexual orientation~~
- ~~Profane or controversial language~~
- Contains nudity or sexual innuendos
- Promotes drug or alcohol use
- Items threatening physical harm.

Body art and/or tattoos that contain the aforementioned items are required to be covered while on duty. Body art and/or tattoos on the neck, face, and hands are not permitted. The only exception where an employee may have a tattoo on their hand is a single banded ring on one hand, on one finger.

Piercings

In order to ensure a professional appearance and safety, body piercings, with exception of professional-looking earrings, are considered inappropriate and will not be allowed. Exceptions may be considered for piercings for religious beliefs. NO jewelry that may present a safety hazard will be permitted.

Hair Care

In general, hair, sideburns, moustaches, and beards are to be kept clean, combed, and neatly trimmed or arranged no matter the length. Extreme trends that are not professional such as hair color not of a natural tone (blue, pink, green, etc.), mohawks and long spiked hair are not acceptable.

Hygiene

All employees must ensure ~~his/her~~their personal hygiene habits result in a clean, non-offensive appearance and presence, and that ~~his/her~~their use or non-use of hygiene or scented products (i.e. perfume, cologne, etc.) is not unpleasant, distracting, or presents a health risk for others.

Medical Necessity

Medical conditions that require clothing items/footwear that otherwise might be considered inappropriate by this policy may be permitted on a case-by-case basis. Requests to deviate from this policy should be documented with a physician's statement and reported to the Human Resources Department in advance of wearing such items.

Safety

Employees shall not wear clothing that is unsafe. Shoes should be selected for safety and comfort and be otherwise appropriate for a work setting. Accessories such as rings, necklaces, bracelets, and earrings shall not present a potential safety hazard. The District may institute more stringent dress requirements for reasons of safety. Employees that may enter work areas outside of ~~his/her~~their standard work area, may be required to adhere to the safety policies of that work area which may include wearing hearing protection, a reflective vest, closed toed/closed heeled shoes, hard hat, etc.

~~**Badge**~~

~~Upon hire, each employee will be issued a Security Identification Badge. The badge is required to be worn and visibly displayed at all times while on duty and also while in sterile and secured work areas.~~

Specific Requirements

Employees in certain positions/departments may be required to meet special dress, grooming and hygiene standards, such as wearing uniforms or protective clothing, depending on the nature of ~~his/her~~their job. If uniforms are required, they will be supplied by the District, or they will be reimbursed by the District with the department Directors approval.

Addressing Personal Appearance & Dress Code

The President/CEO or designee may make exceptions to the Personal Appearance & Dress Code policy on special occasions or days. Department Directors and/or immediate supervisors are responsible for interpreting and enforcing personal appearance, dress

code and hygiene/grooming standards in ~~his/her~~their areas of responsibility. This includes counseling employees whose appearance is inappropriate. Violations of the policy can range from inappropriate clothing items, to an employee not wearing ~~his/her~~their badge, to offensive perfumes and body odor. If an employee comes to work and is in violation of this policy, ~~he/she~~they will be required to go home (without pay unless applicable law requires otherwise), to become compliant with the policy change, and return to work. Violation of this policy may result in disciplinary action up to and including termination of employment.

Approval & Update History

September 9, 2019

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September 16, 2024

September 21, 2026

Section 201.02 – Attendance

Objective

The purpose of this policy is to promote the efficient operation of the District, minimize unscheduled and/or unnecessary absences and tardiness, and set forth guidelines that are intended to be administered fairly and uniformly. The policy is not intended to imply that ill or injured employees be expected to report to work if unable to do so, or to penalize an employee who has a good attendance record but may be experiencing a

difficult period of time. This policy is to be applied holistically, considering all aspects of an employee's attendance (i.e. tardies, unscheduled absences, missed punches, etc.).

General

In order to meet the needs of the District and provide a high level of service, the District depends on the contributions of each employee. Not only is regular, predictable, and punctual attendance an essential function of every position with the District and an important element of overall job performance, it is essential to achieving the highest quality of service, productivity, and levels of morale.

This policy is independent from other District policies which also cover time off which may have different notification and/or approval requirements (e.g. scheduled holidays, jury duty, bereavement leave, military leave, etc.). Please refer to the applicable policy for further guidance on additional leave benefits.

Employees are expected to be punctual and regular in attendance reporting to work as scheduled, on time, and prepared to start work. Employees are also expected to remain at work for ~~his/her~~their entire work schedule, except for unpaid meal/break periods, when required to leave on authorized District business, or when permission for early departure is granted.

Late arrival, early departure, or other absences from scheduled hours are disruptive and must be avoided. Any tardiness or absence causes problems for fellow employees and the supervisor. When an employee is absent, the workload must be performed by others, just as the employee must assume the workload of others who are absent.

Punctuality and attendance are factors taken into consideration during performance review and are also factors which may warrant progressive discipline action, up to an including termination.

~~This policy is independent from other District policies which also cover time off which may have different notification and/or approval requirements (e.g. scheduled holidays, jury duty, bereavement leave, military leave, etc.). Please refer to the applicable policy for further guidance on additional leave benefits.~~

Responsible leave usage will improve the overall morale of the District by reducing a negative impact of absenteeism on individual departments and colleagues.

It is the policy of the District to begin constructive counseling after four (4) unscheduled absences in a rolling 12-month period, after one (1) unexcused absence, after six (6) tardies/early departures in a rolling 12-month period, and after three (3) missed punches in a rolling 12-month period.

Occasionally, it is necessary to be absent from work due to illness or circumstances beyond the employees' control.

It is the employee's responsibility to notify ~~his/her~~their immediate supervisor or designee as soon as they know they will be unable to work the entire shift as scheduled (generally at least two (2) hours before their scheduled start time), or as soon as practicable thereafter. ~~before his/her scheduled start time.~~ If the employee is unable to contact the supervisor and/or department head, have an immediate family member do so. If the supervisor is unavailable for any reason, the employee should leave a message on the supervisor's voicemail and continue to try to reach the supervisor directly. ~~It is highly recommended that an employee speaks directly with his/her immediate supervisor or designee, however in instances where that is not possible voicemail/email/text messaging will be permitted.~~ This direct contact ensures proper staffing. Emailing or texting are not acceptable forms of direct contact unless the employee's supervisor has expressly permitted it (and even then, the email or text should be an initial contact, followed as soon as practicable by a phone call). The employee is ultimately responsible for confirming that ~~his/her~~their supervisor or designee received the notification. When the employee makes contact with the supervisor, the employee should provide all of the following information, unless applicable law requires otherwise:

(1) specific dates of absences (i.e. begin and end date), if known,
(2) an expected return-to-work date,
(3) the reason for needing to be absent (if the employee knows which type of leave may cover the absence, the employee may state the type; however, this does not excuse the employee from responding to clarification questions from the Company – by sharing this information, the Company can ensure that it properly characterizes the absence as protected or unprotected under applicable law), and
(4) contact information at which the employee may be reachable during the absence.

If an employee is unable to provide the information listed in (1) and (2) above during their initial contact with the supervisor, then the employee is expected to adhere to the above guidelines for each day employee continues to be absent (or until they can provide that information).

The employee must request permission from the supervisor in advance of any absences that can be planned, including, but not limited to, medical appointments, funerals, and situations that cannot be taken care of outside of normal working hours.

Permission for such an absence must be requested at the earliest possible date to enable the supervisor to make the necessary adjustments within the work unit.

Providing false information in connection with any absence may lead to corrective action, up to and including termination of employment.

If the employee is absent for three (3) or more days due to an illness, medical procedure, or personal injury the employee ~~may~~ must provide~~be required to present~~ a doctor's release to return to work. ~~An employee must keep his/her supervisor and/or department head informed every day as to when the employee's expected return will be.~~

Disciplinary Action

Progressive discipline is generally used for any violation of the Attendance Policy. This policy does not create an expressed or implied promise to follow any formal steps of discipline. However, the District understands events may occur that are outside of an employee's control. Therefore, employees ~~may~~ are generally permitted to accumulate up to 3 unscheduled absences and/or 5 tardies/early departures prior to any disciplinary action.

Absences

a. Unscheduled Absences – Employee notifies their supervisor of their upcoming absence less than 24 hours in advance but prior to the start of their shift.
   4 unscheduled absences in a rolling 12-month period – verbal counseling
   5 unscheduled absences in a rolling 12-month period – written warning
   6 unscheduled absences in a rolling 12-month period – final written warning
   7 unscheduled absences in a rolling 12-month period – termination

b. Unexcused Absences - Employee does not notify their supervisor of their upcoming absence prior to their shift start.
   1 unexcused absence – written warning
   2 unexcused absences – final written warning
   3 unexcused absences – termination

Unexcused Absences are cumulative and unlike Unscheduled Absences are NOT based on a rolling 12-month period.

Unexcused Absences, a no-call/no-show, lasting three (3) days or longer is considered job abandonment and will result in immediate termination of employment unless extenuating circumstances exist.

An employee in ~~his/her~~their introductory period will be considered for termination for the 2nd Unexcused Absence.

Tardies/Early Departures

a. Unscheduled Tardy/Early Departure
   6 tardies/early departures in a rolling 12-month period – verbal counseling
   7 tardies/early departures in a rolling 12-month period – written warning
   8 tardies/early departures in a rolling 12-month period – final written warning
   9 tardies/early departures in a rolling 12-month period – termination

Missed Punches

a. Missed Punches
   3 missed punches in a rolling 12-month period – verbal counseling
   5 missed punches in a rolling 12-month period – written warning
   7 missed punches in a rolling 12-month period – final written warning
   9 missed punches in a rolling 12-month period - termination

Introductory Employees

Work habits of an employee in ~~his/her~~their introductory period are often indicative of future job performance. Attendance records should be evaluated for any indication of attendance problems. Termination should be considered for those introductory employees who during the introductory period, accrue three (3) or more unscheduled absences, two (2) unexcused absences, or have five (5) tardies/early departures.

Nothing in this policy in any way impacts the at-will nature of the employment relationship. The District always retains the right to take whatever disciplinary action it deems appropriate under the circumstances, up to and including termination regardless of the number of attendance occurrences the employee has experienced in a rolling 12-month period.

Adverse/Inclement Weather & Emergency Operations Guidelines

It is the responsibility of the employee to make a good faith effort to come to work during times that adverse weather or other conditions of a serious nature exists.

However, if the employee decides ~~he/she~~they cannot safely make it to work or chooses not to come to work, ~~he/she~~they must use the same procedure as above in contacting the supervisor and/or department Director.

The department Director or designee will determine which personnel will be essential to the operation of the District, on an individual weather/emergency operations related

event. The department Director or designee will make every effort to give employees advance notice.

Personnel deemed "essential" must show up, even during times of adverse/inclement weather and/or emergency operation related event, unless directed by ~~his/her~~their supervisor not to come into work. If a person deemed "essential" does not show up, the normal disciplinary policy will apply.

Personnel not deemed "essential" have a choice as to whether or not ~~he/she~~they will report to work, unless clearly instructed not to come into work. If ~~he/she~~they does decide voluntarily not to come to work, and the District is not closed, then ~~he/she~~they can choose to take a day of paid leave (i.e. vacation, ~~PTO,~~ flex holiday, etc.).

Guidelines

The following are guidelines to provide structure and support for the District's management and employees to address attendance issues. It is expected that management will apply common sense and exercise reasonable discretion to consider all relevant circumstances when applying these guidelines. If there are any questions in dealing with the attendance policy, the Human Resources Department should be consulted.

- Legally-protected ~~A~~absences ~~due to illnesses or injuries~~ for reasons ~~which qualify~~covered by ~~under~~ the Family and Medical Leave Act (FMLA), Americans with Disabilities Act (ADA), and/or other applicable law will not be counted against an employee's attendance record. These incidences must be reviewed and approved by the Human Resources Department. ~~Medical d~~Documentation within the guidelines of ~~the FMLA~~applicable law may be required in these instances.

- Leave taken under the Bereavement Policy will not be counted against an employee's attendance record.

- Employees deemed as non-essential will not receive an occurrence for time off taken for inclement weather/ emergency operations.

- A single period of unscheduled leave, regardless of the duration, counts as one (1) absence event. For example, if an employee is sick for three (3) consecutive workdays, that period would count as one (1) absence event. Note: those "consecutive" workdays could be on either side of a weekend.

- An attempt to return to work, followed immediately by an additional period of unscheduled absence for the same condition, will be considered part of the original event.
- An unscheduled tardy or early departure counts as one (1) event.
- Proper notice, as defined above, is given for absences/late arrivals/early departures approval must be requested by completing and submitting a "Time Off Request" via UKG no less than twenty-four (24) hours in advance to be considered excused. Notification and acknowledgement by a supervisor of an unscheduled tardy, unscheduled absence, or unscheduled early departures will not excuse it.
- An employee cannot elect to take time off unpaid if ~~he/she~~they ha~~ves~~ accrued paid leave to use.
- Unexcused absences, a no call/no show, is not reporting to work and not calling to report not being able to report to work.
- The supervisor has the option of refusing a Time Off Request based on business needs.

The President/CEO in conjunction with Human Resources reserves the right to use discretion in applying this policy under special or unique circumstances. The District may also ~~use~~ take ~~progressive~~ disciplineary action, up to and including termination, in conjunction with or without the attendance policy to most effectively deal with attendance issues and circumstances which may not be defined in this policy, such as excessive breaks while on the clock. When considering disciplinary action under this policy, the District will also consider an employee's disciplinary record and whether the employee is currently meeting or exceeding work expectations. Nothing in this policy alters an employee's at-will employment relationship with the District.

Approval & Update History

September 9, 2019

November 14, 2022

September 16, 2024

September 21, 2026

Section 201.03 – Corrective Action Process

Objective

The intent of this policy is to set forth certain rules and conduct that the District expects its employees to follow. Generally, the District expects employees to exercise common sense and good judgment. When employee conduct or performance does not meet the expectations of the District, appropriate disciplinary action may be taken.

The particular disciplinary action that may be taken against an employee lies within the discretion of the District and will vary depending on the circumstances of each case.

The District, at its sole discretion, reserves the right to determine the appropriate disciplinary action depending on the factor of each situation on a case-by-case basis. The District recognizes that there are certain types of employee misconduct that are serious enough to justify either a suspension or termination of employment, without going through other steps of progressive discipline. The District reserves the right to take disciplinary action at any time up to and including termination of employment. This policy does not create an expressed or implied promise to follow any formal steps of discipline, nor does it limit the type and severity of discipline that may be issued by the District. Nothing in this policy alters or changes an employee's at-will employment status.

For the purpose of this policy, the terms "Corrective Action" and "Progressive Discipline" are used interchangeably and mean the same thing.

Procedures

Disciplinary action should be taken when necessary. Generally, employee misconduct should be dealt with using a progression of disciplinary actions. However, in recognition of the facts that each instance differs in many respects from somewhat similar situations, each occurrence should be treated on an individual basis. If a department Director and/or supervisor suspects employee misconduct, ~~he/she~~they must investigate the situation, in partnership with Human Resources, in a timely manner and determine if a violation has occurred, the nature of the violation, and who committed the violation.

The District generally subscribes to a progressive discipline system for poor job performance, misconduct, and policy/procedure/values violations. Corrective action is intended to be "corrective". When used, progressive corrective action makes the employee aware of the District's concerns and gives the employee the opportunity to correct the situation.

Each manager is responsible for assessing the conduct and behavior of ~~his/her~~their employees. The objective of the District is to work with employees to solve problems and improve performance deficiencies. However, any conduct or poor performance which interferes with or adversely affects the District is grounds for disciplinary action up to and including termination. Termination may be considered appropriate even if none of these preliminary steps have been taken. Record of Disciplinary Actions will remain active in the employee's Personnel Record for twelve (12) months.

If corrective action is warranted, there are four (4) possible steps to the District's progressive discipline system.

If an employee has an active corrective action at any level (verbal, written, final, etc.) further disciplinary action must be reviewed by the next level leadership before meeting with the employee.

A corrective action at "Written Warning" level or above must be discussed with and approved by Human Resources prior to meeting with the employee.

Step One – Verbal Counseling

The immediate supervisor or designee will discuss the inappropriate action/behavior/values violation, or unacceptable job performance with the employee. All Verbal Counseling discussions must be documented on the Corrective Action Report and the original copy maintained in the employee's personnel file in Human Resources. The employee may add comments and then will sign/date the report to indicate ~~he/she~~they understand~~s~~ the content. The employee shall receive a copy of the Verbal Counseling and an electronic copy will be sent to Human Resources for placement in the employee's personnel file.

Step Two – Written Warning

A Written Warning consists of counseling with formal documentation on the Corrective Action Report. This is used when repeated inappropriate action/behavior/values violations occur, or if the circumstances warrant more than a verbal counseling.

The supervisor must communicate to the employee that if the situation is not remedied, further corrective action, up to and including termination, may result. After completion of the Corrective Action Report, the employee may add comments and then will sign/date the report to indicate ~~he/she~~they understands the content. The employee shall receive a copy of the Written Warning and be sent to Human Resources for placement in the employee's personnel file.

Step Three – Suspension or Final Written Warning

Final Written Warning is used when an employee is put on notice SUSPENSION OR that one or more type of violation of any type could result in FINAL WRITTEN termination of employment. It should be made clear by the WARNING supervisor that this is a final notice and another violation of any type could result in immediate termination. After completion of the Corrective Action Report, the employee may add comments and then will sign/date the report indicating ~~he/she~~they understands the content. The employee shall receive a copy of the Final Written Warning and an electronic copy will be sent to Human Resources for placement in the employee's personnel file.

Suspension is used in cases where further investigation is needed, however it also may be used as a step in the progressive discipline process. Employees may be suspended with or without pay as determined by Human Resources.

If suspension is being used as a step in the progressive discipline process, then the reason for suspension must be documented on the Corrective Action Report. After completion of the Corrective Action Report, the employee may add comments and will sign the report to indicate ~~he/she~~they understands the content. The employee shall receive a copy of the report and ~~the~~ a copy ~~original~~ shall be ~~sent~~ emailed to Human Resources for placement in the employee's personnel file.

A suspension without pay for disciplinary reasons may not exceed fourteen (14) calendar days unless approved by the President/CEO or designee.

NOTE: If further investigation determines that suspension was unwarranted, the employee will receive pay for the regular schedule hours they were absent because of the suspension from work.

Step Four – Termination

Termination is warranted if the preceding actions fail to improve the employee's inappropriate behavior/action/values violations, or poor job performance. Dismissal may occur after an initial violation if in the District's sole discretion, it is warranted. Complete and accurate documentation is necessary for discharge.

Documentation must be reviewed with Human Resources prior to any and all terminations and approved by the VP – Chief Human Resources Officer~~President/CEO~~.

Appropriate Corrective Action Determination Guidelines

Before proceeding with corrective action, supervisors should consider the following factors:

1. Was the employee aware of the rules and/or policies and/or procedures and the consequences of non-compliance?
2. Was the employee given adequate time to show improvement?
3. Was a fair and thorough investigation conducted?
4. Is there justifiable evidence of wrongdoing?
5. Have the rules been applied fairly and ~~without discrimination~~consistently?
6. Is the amount/severity of corrective action warranted by the offense?

Disciplinary Penalties

An employee's work record and years of service, consistency and other appropriate factors may be used to determine the appropriate level of discipline. Supervisors must partner with Human Resources to ensure that disciplinary actions are handled appropriately and consistently.

Unacceptable Conduct

Types of conduct set forth below, although it is not intended to be a complete list of all possible violations, constitute unacceptable conduct that may lead to disciplinary action, up to and including termination:

- Substandard work quality.
- Failure to report absence from work in a timely manner to the immediate supervisor or ~~his/her~~their designee.
- Failure to follow common safety practices.
- Any act of negligence, which results in a failure to complete assigned tasks or responsibilities in a timely manner.
- Threats of violence or exhibiting violent behavior.

• Excessive unscheduled absences and/or tardiness.

• Violating the Dress Code Policy.

• Failure to provide excellent customer service.

• Smoking on or in any District property, with the exception of designated smoking areas.

• Leaving the job during working hours without notice to or permission from the supervisor.

• Absence without approved leave or failure to report after the leave has been disapproved, revoked or canceled.

• Failure to report an injury or property damage to include equipment immediately to one's supervisor.

• Careless use, loss, or lack of care of District property resulting in damage.

• An accident resulting in injury due to carelessness, neglect or disregard of safety practices.

• Fighting, threatening, intimidating, coercing, bullying or otherwise interfering with the rights of other persons.

• Intentionally ~~F~~falsifying or improperly altering District documents.

• Actions or behaviors which are contrary to our Mission/ Vision/Values.

• Failure to follow guidelines for safety of self, others or the facilities.

• Unauthorized possession or removal without permission from the District, any property, equipment or materials.

• A non-exempt employee working off the clock or a supervisor suggesting or asking or knowingly allowing an employee to work off the clock.

• Assigning work that places the employee at risk of serious harm, threatens significant damage to District property or financial loss to the District whether or not such harm or damage occurs; knowingly allowing employees to perform work or assignment under unsafe conditions.

• Any conduct that violates the District's discrimination, bullying or harassment policies.

• Operation of a District vehicle or equipment while under the influence of any medication or drug, which causes drowsiness or other physical or psychological impairments.

• Abandonment of position by being absent from duty for three (3) consecutive days of work without proper authorization.

• Insubordination.

• Violation of the District's drug-free workplace policy.

• Making knowingly false claims or deliberate misrepresentations in an attempt to obtain sickness or injury benefits, workers compensation or other such benefits.

• Loss or suspension of required license, certification, permit or other requirement needed by an employee to perform the duties of ~~his/her~~their position.

• Discriminating against an applicant, employee, customer, vendor, or contractor.

• Consumption of or being under the influence of intoxicating beverages or controlled substances not prescribed by a physician, while on official duty.

• Possession/use of intoxicating beverages, non-prescribed drugs or illegal controlled substance at a place of work, in a District vehicle or while on official duty.

• Testing positive for illegal drugs or alcohol in violation of the District's Drug-free Workplace policy.

• Sleeping on the job.

Right of Appeal

The right to appeal disciplinary actions is provided to all regular employees through the Grievance Procedure. Employees within ~~his/her~~their introductory period (the first ninety (90) consecutive calendar days of employment) are not eligible to appeal disciplinary actions.

Re-Hire

Employees who are involuntarily terminated or an employee that did not resign in good standing will not be eligible for re-hire for a period of twelve (12) months.

Approval by the President/CEO or ~~designee~~ VP – Chief Human Resources Officer is required before the rehire of a terminated employee occurs.

Approval & History

September 9, 2019

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September 6, 2024

September 21, 2026

Section 201.04 – Separation Process

Objective

To formulate a comprehensive policy that covers all areas of separating from employment with the District including giving notice, final pay, exit forms, benefits and severance pay.

Resignation

If an employee finds it necessary to terminate ~~his/her~~their employment with the District, the employee must give ~~his/her~~their immediate supervisor written notice as follows to be considered resigned in good standing:

- Exempt employees should provide a 30-calendar day resignation notice.
- Non-exempt employees should provide a 14-calendar day resignation notice.

During the resignation notice, time off is not allowed. One off exceptions may be approved by the President/CEO or designee.

Should an employee provide a resignation notice that exceeds the required time necessary to resign in good standing, the employee's immediate supervisor and next level leadership may approve time off requests during the period of additional notice.

Teleworking during a resignation notice is allowed at the discretion of the immediate supervisor.

The supervisor, after consultation and approval from the department Director and Human Resources, may waive the requirements for the terminating employee to work the notice period.

To be considered resigned in good standing, eligible for vacation and sick leave payout and eligible for re-hire, once an employee has tendered ~~his/her~~their resignation, the use

of paid leave during the notice period is prohibited without proper notice as outlined above. An employee cannot elect to take time off unpaid during a resignation period.

Employees who resign in good standing shall receive payment for accrued vacation and a portion of their sick leave, subject to the limitations set forth in those policies. Supervisors are responsible for ensuring District property is returned and accounted for. ~~Supervisors are responsible for ensuring District property is returned and accounted for.~~

Resigning employees may be scheduled for an exit meeting with a member of Human Resources to ensure that all District property is returned and to provide an opportunity to discuss any questions or concerns related to employment with the District.

Termination

Prior to termination of any employee, the immediate supervisor and/or department Director should ensure the Corrective Action Policy has been followed, and approvals have been obtained, per Section 201.03 of the Human Resources Policy and Procedures. The employee should sign the Corrective Action Report form to acknowledge the termination has occurred; ~~he/she~~they should be given a copy of the Report form.

The supervisor and/or department Director should ensure that all District property is returned and will notify Human Resources no later than Monday at noon following the last day in the pay period in which the employee is employed. ~~to make note in the employee's file.~~

District Property

All District property should be returned on or before the last day of the pay period in which the employee is employed. The cost of any District property not returned by this date, is subject to being withheld from the final paycheck to the maximum extent permitted by applicable law.

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September 16, 2024

September 21, 2026

Section 201.05 – Grievances

Objective

To provide a procedure for the resolution of employee grievances regarding disciplinary actions and other issues that affect the employee's status, or ability to effectively perform the job function.

Definitions

Business day: Monday through Friday, excluding holidays.

Grievance: A written dispute, claim or complaint filed by an employee.

Appointed personnel: Airport Commission members and Airport District President/CEO.

Management personnel: Employees with direct reports and/or a Manager, Director, Senior Director, Vice President, or Senior Vice President job title.

Policy

The District wishes to resolve grievances (complaints) whenever possible. Employees must report any grievance within five business days of its occurrence per the steps outlined below. Employees should contact the Human Resources department if assistance is needed to begin the process.

Introductory Employees

New employees who have not completed ~~his/her~~their initial new hire introductory period, do not have recourse to appeal disciplinary action or layoff. An employee in ~~his/her~~their introductory period can bring complaints or issues they have to the immediate supervisor or Human Resources.

Appointed & Management Personnel

Appointed and management personnel are exempt from the provisions of this section and do not have rights to access the District's grievance procedures.

Grievable Issues

The following are not grievable issues under this policy:

1. Contents of the District's policies and procedures.
2. Non selection for promotion when grievance deals only with qualifications for the position.
3. Termination of employment during the introductory period.
4. Compensation.
5. Performance evaluations.
6. District changes to work schedules.

Issues that may be grieved under this policy include termination, suspension, involuntary transfers, promotions, demotions, or any disciplinary action that results in adverse employment action. Verbal counseling sessions are not grievable issues.

Full-time and Part-time employees that have finished ~~his/her~~their introductory period have the right to present and seek answers to grievances without fear of coercion, discrimination, or retaliation.

General

Employees are not entitled to legal counsel presence during the District's internal grievance process. No employee may prepare a ~~use District equipment or material in the preparation of a~~ grievance during working time or through the use of District equipment. ~~However, an employee may have access to public records relevant to the preparation of such grievance.~~

The employee must utilize ~~his/her~~their own time for preparation or processing of a grievance.

Time periods of any step of the grievance procedure may be extended by mutual written agreement of the employee and the District representative at that step.

A grievance that is not advanced by the employee to the next step within the time limit provided is deemed to have been settled on the basis of the most recent decision. If the District representative fails to respond to the employee within the time limit set forth in step one or two, then the employee is entitled to proceed to the next step.

Electronic submission of a grievance will be accepted so long as it is on the appropriate Grievance Form.

Procedure

Step One

The employee submits the grievance in writing within five business days of its occurrence to the immediate supervisor of the person who administered the action being grieved using the Grievance Form, stating the facts upon which the grievance is based, the written policies or procedures which have allegedly been violated, and the remedy sought. If the immediate supervisor is the department Director, then the grievance process shall start at Step Two.

Discussion will be informal for the purpose of settling differences in the simplest and most direct manner. The District Representative makes a decision and communicates it to the employee in writing within five business days from the date that the grievance was received. When the employee's supervisor is not the District Representative or otherwise involved in the action being grieved, the supervisor may assist to resolve the employee's concern.

Step Two

If the grievance is not resolved to the employee's satisfaction in Step One, the employee may forward the original written grievance to the applicable department Director or designee within five business days of notification of the result of Step One. The department Director or designee will, within five business days of receiving the grievance, meet with the employee and the District Representative from Step One. The department Director summarizes ~~his or her~~their decision in writing to the employee and the District Representative within five business days of the meeting date.

At Step Two, the following procedure will be followed:

- The employee shall present ~~his or her~~their explanation for why the Step One decision was improper and their reasons for requesting that the Step One decision be overturned.
- The District's Representative shall present reasons for making the Step One decision.
- Facts may be presented in the form of documentary evidence or witness testimony. Witnesses called by one party may be ~~cross-examined~~ questioned by the other.

• All material and relevant evidence shall be considered by the person conducting the hearing in reaching a decision. A Human Resources designee shall attend the hearing as advisor on procedure and will prepare a record of evidence presented at the Step Two hearing which shall be maintained by the Human Resources Department.

• The employee will act as the spokesperson to present ~~his/her~~their case. No third party (including, but not limited to, ~~T~~the employee's supervisor and/or department Director, District's Legal Counsel staff, Human Resources, any relative, co-worker, or attorney) ~~supervisor or subordinate of the employee (see Section 204.02, Employment of Relatives)~~ may ~~not~~ act as spokesperson for the employee or otherwise represent the employee during the Step Two meeting.

• The person hearing the grievance is responsible for chairing the proceedings, making rulings on the admissibility of evidence, and maintaining ~~a~~ fair and orderly hearing. While the goal of the hearing is to fully explore all relevant facts, the person chairing the meeting may limit the presentation of documentary evidence or witness testimony.

Step Three

If the grievance is not resolved by the department Director to the employee's satisfaction, the employee may forward the original written grievance to the President/CEO or designee within five business days of receiving the department Director's decision. The President/CEO or designee will, within five business days of receipt, meet with the employee, the District Representative and the department Director. The President/CEO or designee summarizes ~~his or her~~their decision in writing to the employee and the District Representative within five business days of the meeting.

The President/CEO or designee has authority to grant or deny the grievance in whole or in part. The decision of the President/CEO or designee is final.

At Step Three, the following procedure shall be followed:

• The employee shall present ~~his or her~~their explanation for why the Step Two decision was improper and their reasons for requesting that the Step Two decision be overturned.

• The District's Representative shall present reasons why the decision at Step Two should be upheld.

• Arguments and presentations by both the employee and the District Representative shall be limited to the information presented at Step Two and contained in the record. New evidence shall not be permitted to be presented unless it was not available after a diligent search at the time of the Step Two hearing.

• The employee will act as the spokesperson to present ~~his/her~~their case. No third party (including but not limited to ~~T~~the employee's supervisor and/or department Director, District's Legal Counsel's staff, Human Resources, ~~any~~ relative, co-worker, or attorney ~~supervisor or subordinate of the employee (see Section 204.02, Employment of Relatives~~) may not act as spokesperson for the employee during the Step Three meeting.

• The President/CEO or designee is responsible for chairing the proceedings, making rulings on the admissibility of evidence, and maintaining a fair and orderly hearing. While the goal of the hearing is to fully explore all relevant facts, the person chairing the meeting may limit the presentation of documentary evidence or witness testimony.

A Human Resources Representative may attend the hearing as an advisor on procedure.

The decision of the President/CEO or designee is final. There are no further appeals after Step Three of the grievance process.

Approval & Update History:

September 9, 2019

November 14, 2022

September 6, 2024

September 21, 2026

Section 201.06 – Social Media

Objective

At the District, we understand that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media.

Guidelines

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to the employee's own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the District, as well as any other form of electronic communication.

The same principles and guidelines found in the District policies apply to employee activities online. Ultimately, employees are solely responsible for what ~~he/she~~they posts online. Before creating online content, employees should consider the risks and rewards that are involved. Keep in mind that any employee conduct that adversely affects employee job performance, or the performance of fellow employees or otherwise

adversely affects customers, suppliers, or tenant employers, ~~people who work on behalf of the District~~ or that otherwise violates the District's ~~legitimate business interests~~policies may result in disciplinary action, up to and including termination.

Know & Follow the Rules

Employees should carefully read the Administrative Policies and Procedures Manual and the ~~Human Resources~~District Employee Policies and Procedures Manual, and ensure social media postings are consistent with the policies. ~~Inappropriate p~~Postings that ~~may~~ include discriminatory remarks, harassment, ~~and~~ threats of violence ~~or similar inappropriate or~~ unlawful conduct, or other materials that are inconsistent with District policy will not be tolerated and may subject the employee to disciplinary action, up to and including termination.

Be Respectful

Always be fair and courteous to fellow employees, customers, tenant employees, business associates, and the general public ~~or people who work on behalf of the District~~. Also, keep in mind that an employee is more likely to resolve work-related complaints by speaking directly with ~~his/her~~their co-workers or by utilizing the District's Open-Door Policy than by posting complaints to a social media outlet. Nevertheless, if an employee decides to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage customers, tenant employers, ~~employees~~ or passengers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to ~~intentionally~~ maliciously harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion, age, national origin, or any other status protected by law or District policy.

Be Honest & Accurate

Employees should make sure ~~he/she~~they ~~is~~ are always honest and accurate when posting information or news, and if a mistake is made, correct it quickly. Be open about any previous posts that have been altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about the District, fellow employees, customers, tenant employers, ~~and~~ or people working on behalf of the District.

Post Only Appropriate & Respectful Content

Maintain the confidentiality of the District trade secrets and ~~private or c~~Confidential ~~I~~information (defined below). Trades secrets may include information regarding the development of systems, processes, products, knowhow and technology. Do not post ~~internal reports, policies, procedures or other internal business-related c~~Confidential Information ~~communications~~ without being given permission by the designated Public Information Officer (PIO) ~~a member of the Executive Team~~.

Respect financial disclosure laws. It is illegal to communicate or give a "tip" on inside information to others so that they may buy or sell stocks or securities.

Employees should not create a link from a personal blog, website or other social networking site to the District website without identifying ~~himself/herself~~ themselves as a District employee.

The employee should only express personal opinions. The employee should not represent ~~himself/herself~~themselves as a spokesperson for the District. If the District is a subject of the content the employee is creating, the employee should be clear and open about the fact that the employee is an employee and make it clear that the employee's views do not necessarily represent those of the District, fellow employees, members, customers, suppliers or people working on behalf of the District. If the employee publishes a blog or post online related to the work performed or subjects associated with the District, the employee should make it clear that ~~he/she~~they ~~is~~ are not speaking on behalf of the District. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of the District."

Using Social Media at Work

Refrain from using social media while on working time or on equipment the District provides, unless it is work-related as authorized by your manager or consistent with the District guidelines. Do not use the District email addresses to register on social networks, blogs or other online tools utilized for personal use.

Retaliation is Prohibited

The District prohibits taking negative action against any employee for good faith reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for ~~reporting a possible deviation from this policy or for cooperating in an investigation~~ making such a report will be subject to disciplinary action, up to and including termination.

Media Contacts

Employees should not speak to the media on the District's behalf without ~~contacting~~ receiving express permission to do so from the Communications Department. All media inquiries seeking a statement or information on behalf of the District should be directed to the Communications department head or designee.

Media Interaction

The District strives to anticipate and manage crisis situations in order to reduce disruption to our customers and employees and to maintain our reputation as a high-quality airport. To best serve these objectives, the District will respond to the news media in a timely and professional manner only through the designated spokespersons. If an employee is contacted by the media, seeking a statement or information on behalf of the District ~~he/she~~the employee must refer the media outlet to the Communications department head or designee. Only the President/CEO, the V~~.~~P ~~-,~~ Chief Marketing & Communications Officer and the Communications Manager, or designee are authorized to speak to the media on behalf of the District.

Emergency Situations

During any type of public safety and/or emergency situation it is strictly prohibited for any employee to take photos and or video unless it is part of ~~his/her~~their job function. Posting and/or distributing photos, videos, audio files is strictly prohibited, unless authorized by the President/CEO or designee.

Violating this policy will result in disciplinary action up to and including termination. This policy does not prohibit any photograph recording designed to document a safety hazard, to document claims that the Company's rules have been inconsistently applied, to memorialize protected concerted activity (which may, for example, include discussions concerning terms and conditions of employment), to capture evidence to be presented in administrative or judicial forums in employment-related matters, or for other similar purposes that are protected by applicable law.

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September 9, 2019

November 14, 2022

September 16, 2024

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Section 201.07 – Employee Performance Evaluations

Objective

The employee performance evaluation process is designed to permit the evaluation of an employee's job performance and effectiveness as objectively as possible.

The primary purpose of performance evaluations are to inform the employee of ~~his/her~~their strengths and areas of improvement on the job, serve as a basis for discussion as to how the employee can improve ~~his/her~~their performance, and to establish goals and expectations for future evaluation.

The performance evaluation may also be used for other purposes, including, but not limited to:

- Estimating an employee's potential for promotion;
- Identifying the areas of training needs;
- The determination of merit increases if applicable;
- A basis for taking disciplinary action;
- Determining orders of layoff.

Evaluation Periods

The following are specific types of performance evaluations and when they are to be completed:

- Introductory Period – End of introductory period.
- Extension of Introductory Period – At time of request for extension.
- Annual – Delivered ~~I~~in June of each year.
- Special – Beginning and end or special introductory period or when performance substantially dropped during review period.
- Change in classification – Promotion/demotion/transfer, etc.

Guidelines

Each employee's performance ~~shall~~ will generally be periodically evaluated to assess performance in relation to job requirements.

After the initial introductory period, each employee will generally receive ~~his/her~~their annual performance evaluation for salary increase, in conjunction with the beginning of the District's fiscal year. The District reserves the discretion to schedule performance evaluations as necessary in order to meet the business needs of the District.

Employee performance evaluations ~~shall be~~are used for a variety of reasons, including but not limited to, the following:

- To inform the employee of ~~his/her~~their strengths and weaknesses, as well as training needs and improvements that will be expected.
- To recognize the employee's potential for promotion.
- To determine the employee's eligibility for salary advancements.
- As a basis for taking disciplinary and/or dismissal actions against the employee.

Procedures

The employee evaluation program rating scale will be reviewed and updated by ~~HR~~Human Resources as the business evolves and the need for updates to the performance measurement is needed. The supervisor most directly involved in the supervision of the employee should be the performance appraiser with signatory agreement from the manager one level above them. If there is an employee between the supervisor and the employee being rated, efforts should be made to get input from the individual most knowledgeable of the performance of the employee being rated.

The performance of each employee should generally be evaluated at least once per year; more frequent evaluations may be necessary.

When an employee's supervisor changes, the employee ~~shall~~ should not be evaluated by ~~his/her~~their new supervisor until employee has worked for the supervisor for a minimum period of ninety (90) consecutive calendar days. When necessary, an employee's scheduled evaluation date will be postponed in order to provide an opportunity for the supervisor to evaluate the employee's performance.

Special Performance Evaluations may be given at any time at the discretion of the President/CEO or designee.

The performance review will be discussed with the employee, and they will ~~receive~~ have access to a copy of the completed performance review via the Human Resources Information System. The employee will sign the evaluation and then it will ~~be forwarded to Human Resources to~~ become a part of the employees' permanent file. The signature of the employee shall indicate only that the employee's performance has been discussed with the employee and does not imply that the employee agrees or disagrees with the evaluation. In the event an employee refuses to sign the evaluation, ~~the department head shall note this on the evaluation and forward the performance review to~~ Human Resources will close out the review and the unsigned copy will ~~to~~ become a permanent part of the employee's personnel file.

If an employee receives an unsatisfactory review, the employee's supervisor ~~shall be responsible~~ should ~~for~~ identify~~ing to the employee~~ the specific improvements necessary for ~~him/her~~the employee to accomplish satisfactory performance. ~~At the time of~~After receiving such an evaluation, the employee's performance should be reevaluated after~~t~~ sixty (60) days. If the employee has not attained a satisfactory evaluation in all categories, ~~he/she~~they, at the discretion of the President/CEO~~,~~ or designee~~, at~~with the recommendation of the department head, may be disciplined and or terminated.

Employee Disagreement with Evaluation

If an employee disagrees with any statement in an evaluation, ~~he/she~~they may ~~attach~~write a ~~written~~ rebuttal ~~of~~to ~~performance evaluation factors to~~ the Performance Evaluation in the ~~file~~electronic version. Performance Evaluations ~~are~~ cannot be grieved under the grievance policy~~able~~.

Approval & Update History:

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September 16, 2024

September 21, 2026

Section 201.08 – Inquiries Concerning Employees

Objective

To provide a central location for all inquiries ~~concerning~~ seeking a reference and/or employment verification for District employees or former employees.

Guidelines

Inquiries concerning verification of employment are referred to Human Resources. However, when required by the SC Code of Laws, police leadership must comply with the background investigations process which may include verification of employment for a current or former police department employee.

Inquiries Concerning Employees

All employment verification inquiries from current or former employees, prospective employers of current or former employees, governmental agencies, or other organizations such as a financial or lending institutions, are to be directed to the Human Resources Department for an official response.

Under no circumstances is any other employee authorized to provide a written or official employment verification response for the District. The Human Resources Department personnel are trained in responding to employment verification requests. Human Resources will also know whether a signed authorization to release information, from the current/former employee, is on file.

All requests for employment verification must contain the employee's or former employee's signature authorizing the release of information. ~~In the case of current employees, as a courtesy, the Human Resources Department will notify the employee when employment verification information is requested.~~

When the signed authorization to release information is presented, the Human Resources department, will release the following information as requested:

1. whether the individual is currently employed by the District
2. the employee's current or last job title
3. the dates of employment with the District
4. the current or final salary paid to the employee

Depending on the circumstances of the request, the District may give additional information pertinent to their role with the District but will not provide character references.

The District does comply with the U.S. Department of Transportation (DOT) regulations in accordance with the Omnibus Transportation Employees Testing Act of 1991 and the with U.S. DOT rule 49 CFR Part 40.

Those personnel records, which are declared to be public records by virtue of South Carolina Code of Laws, Title 30 (Public Records) Chapter 1 and Chapter 4 (Freedom of Information Act), will be opened for inspection to any person in accordance with the provisions of that statute.

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Section 201.09 – Open Door

Objective

The District is committed to creating the best work environment for its employees. The District has adopted an open-door policy for all employees, to encourage the workforce to raise concerns and resolve issues that pertain to the working environment and/or conditions of employment.

Guidelines

The purpose of the District's Open-Door policy is to encourage open communication, feedback, and discussion about any matter of importance to an employee. The District's open-door policy means that employees are free to talk with any manager at any time about any topic.

If an employee has any questions or concerns about ~~his/her~~their job, work conditions, or other employment-related issues, that employee is free to bring those issues to management's attention. The District encourages employees to discuss issues and to

ask questions openly with management without fear of retaliation. While the District may not be able to satisfactorily resolve all concerns or issues an employee may have, the District will listen to employee's concerns and work with employees to address issues that arise during ~~his/her~~their employment.

Employees are encouraged to discuss concerns openly with management. Employees may bring issues to the attention of ~~his/her~~their immediate supervisor, ~~his/her~~their department Director, ~~his/her~~their ~~SVP/~~VP, and/or Human Resources. Employees also may bring any employment-related issues to the attention of the President/CEO.

The purpose of the Open-Door policy is to encourage communication and is not meant to circumvent the chain of command or the formal grievance procedure.

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September 16, 2024

September 21, 2026

Section 201.10 – No Solicitation & Distribution

Objective

In order to maintain and promote safe and efficient operations, employee discipline, and an attractive workplace, the District has established this policy which outlines solicitation, distribution of written material, and entry into District work areas.

The District encourages employees to support community activities and charities, however, employees should not engage in any solicitation or distribution of materials that violate the District's No Solicitation & Distribution Policy.

Guidelines

1. Employees are prohibited from distributing any materials during ~~his/her~~their working time. "Working time" includes all time during which an employee is assigned to or engaged in the performance of job duties but does not include scheduled breaks or meal periods during which time the employee is not assigned to or expected to perform any job duties. In addition, it does not include the time before and after the employee's shift.

2. Regardless of whether employees are on working time, employees are prohibited from distributing any materials in working areas. Working areas include all areas where work is actually performed, but does not include areas such as break rooms, parking lots, locker rooms.

3. Employees are prohibited from soliciting another employee during ~~his/her~~their own working time or during the other employee's working time.

4. Solicitation and distribution of literature by non-employees on District property is prohibited.

While Human Resources may approve certain charitable solicitations or distributions, non-employees are not otherwise permitted on District property to engage in any form of solicitation or distribution. Any prohibited solicitation or distribution of materials should be immediately reported to the department Director or to Human Resources.

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Section 201.11 – District Communications

Objective

The District uses various means of communication to share ~~company~~ information with employees. All District employees are responsible for checking these means of communication to ensure that they are informed.

Bulletin Boards

Information posted on District bulletin boards are strictly for business-related purposes only. Employees are prohibited from removing, defacing, or in any way tampering with any information posted on District bulletin boards. Bulletin Boards are District property

and employees are prohibited from posting personal or nonbusiness information on them. Human Resources, department Directors, or designees are allowed to approve information to be posted on District bulletin boards.

Work Emails

Employees must regularly check their emails to ensure they are informed. Employees will be held accountable for District information shared via email. Per federal law, non-exempt employees may only check their work emails when they are clocked in (see policy 205.01, for more information).

Expectations

Employees are responsible for reviewing and fully reading the information shared with employees by the District. This includes but is not limited to the information in the District employee newsletter (currently known as the W.O.W.), District computer lockscreens, the ~~UKG~~ Employee ~~i~~Intranet, Department Area Display Screens, and other means used by the District to communicate.

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September 16, 2024

September 21, 2026

Section 201.12 – Confidential Information

Objective

The Airport District has an obligation to protect the Confidential Information of our customers. As employees of the Airport District, we all have an obligation to maintain the privacy required by our customers during ~~his/her~~their usage of airport services and property.

Definitions

"Confidential Information" ~~means~~means (i) competitively sensitive information, (ii) of importance to the District, (iii) that is not publicly available and is kept in confidence by the District, (iv) that becomes known to the employee tough their employment with the District. Assuming the above criteria apply, examples of Confidential Information includes documents and information in any form related to District financial records, performance reports, processes, projections, business plans, marketing plans and strategies, customer information (including project-specific information), customer lists, vendor information (including vendor contracts and costs), personal information about any individual (social security number, protected health information, credit card numbers, drivers' license numbers, mother's maiden name, complete date of birth, minor children's names), promotional methods, techniques and methods of operations, object code and source code to the District's software potentially patentable products and processes, and the information of any third-party (customers, vendors, suppliers, etc.) that the Company is obliged to treat as confidential. ~~the proprietary information and trade secrets of the District and its customers as described below:~~

~~(i) Included in "Confidential Information" are the object code and source code to the District's software, the District's marketing plans and strategies, the District's plans for new customer development, and any other information that the District marks confidential or by separate memorandum or e-mail informs you is confidential.~~

~~(ii) Also included in "Confidential Information" is any information of the District's customers that you have access to in performing your employment duties for the District. Credit Card, billing and any financial related information much be kept in complete confidentiality to protect our customers.~~

Excluded from "Confidential Information" is information that:

~~(iii)~~ (x) you can prove was in your possession before you received it from the District; (y) is in the public domain through no fault of your own; or (z) you learned from a third party not related to the District. Information licensed by the District to customers under a confidentiality restriction is not considered to be in the public domain.

General

From time to time during the performance of your duties with the District, you may be exposed to trade secrets and other Confidential ~~-i~~Information ~~that is confidential, that may involve private company trade secrets, and/or sensitive information that is of a personal or business related nature~~. For example, you may, during the performance of

your duties, become aware of the anticipated travel plans of high-profile persons or celebrities. You may also be exposed to cargo or luggage of a personal nature, or proto-types of new products that contain experimental designs that are otherwise non-public.

If you are exposed to any such information, or become aware of any such information, you should assume that the information is not public and should not be shared. This means that you should not discuss the information with anyone in the District unless it is necessary for you to do so in the performance of your job, you should not disclose the information with other third parties.

It is not appropriate to record or take any photos or recordings ~~of any persons or items~~ that may capture or otherwise jeopardize the protection of trade secrets or other ~~be of a personal or c~~Confidential ~~nature~~Information. Furthermore, unless specifically authorized through the District's Social Media policy, you should not disclose, share or post on social media any information which contains, alludes to, or otherwise references any ~~such~~ trade secrets or ~~c~~Confidential ~~i~~Information.

Nothing contained in this policy is intended to prohibit good faith reporting of possible violations of applicable law or regulation to any government agency or entity, or in making disclosures where such disclosures are protected under applicable law or regulation, and advance notice of such disclosures is not required to be provided to the Company. Similarly, nothing in this policy prevents any employee from exercising, in any way, their rights under applicable law. Employees shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney, and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. ~~supersede or should be interpreted to prevent you from disclosing information as may be required by state or federal law or in connection with appropriate court proceedings.~~

Nondisclosure

By electronically acknowledging this manual, you agree that you will not disclose trade secrets or other Confidential Information to any third party not employed by the District unless the District authorizes you to do so in writing. You further agree that you will not use trade secrets or other Confidential Information for any purpose except to perform your employment duties for the District. These agreements will continue to apply after you are no longer employed by the District. Violations of this policy could result in

disciplinary action up to termination for employees ~~or~~ as well as possible legal action. ~~for former employees.~~

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Section 201.13 – Participating in Political Campaigns

Objective

To provide guidelines to District employees participating in political campaigns for elective offices.

Definitions

District Property - Any District owned property.

Employee – Any person employed by the District.

Provisions

Nothing contained in this section shall be deemed to prohibit any public employee from expressing ~~his~~ their opinions on any candidate or issue or from participating in any political campaign during ~~his/her~~their off-duty hours.

The provisions of State Statute and/or Federal Statute govern in these matters and employees are directed to conform.

Guidelines

Employees may not campaign, wear, or display any campaign material while on duty on airport premises. Campaign material may not be displayed on or from ~~his/her~~their vehicle(s) while on District property. Bumper stickers on bumpers of privately-owned vehicles are an exception.

Any employee may express an opinion on any candidate or issue or may participate in any political campaign during off-duty hours provided such activity is not in conflict with any provision of State Statutes or District policy.

Any employee receiving a request from any candidate for public office for information concerning District business, other than usually and readily available to any citizen, must advise the candidate to submit the request in writing to the President/CEO.

Each employee, as a voter, is encouraged to vote in all elections.

Procedure

During a primary or general election, an employee who is registered to vote, whose hours of work do not allow sufficient time for voting is allowed time off with pay for this purpose. Where the polls are open two (2) hours before or two (2) hours after the regular scheduled work period, it is considered sufficient time for voting.

No employee may participate on behalf of, or in opposition to, the campaign of any candidate during the particular employee's work hours.

Any employee found violating any applicable provision of the State Statues is subject to disciplinary action by the District including possible dismissal and, additionally, any penalty provided for violation of a State Statute. Any violation of this policy will be reported without undue delay to Human Resources.

Human Resources is responsible for initiating an investigation of an alleged violation and for submitting ~~his/her~~their findings to the appropriate executive leader and the President/CEO for appropriate action.

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Section 201.14 – Conflicts of Interest

Objective

To prescribe a policy for prevention of conflict of interest, potential for conflict of interest, acceptance of outside employment, and/or gratuities and divulgence of information.

Commissioners

Any District commissioner, or any entity that is owned by or affiliated with a commissioner or a commissioner's family, who is involved in a business transaction with the District in which there is a potential conflict of interest shall promptly notify the chairperson of the District commission in writing describing the nature of the business transaction and the potential conflict of interest. The transaction shall be authorized, approved or ratified by the District commission, as determined by the chairperson of the District commission. The District commissioner with the conflict of interest, shall disclose in writing the potential conflict of interest to the District commission, before any vote on the transaction and such disclosure shall be recorded in the minutes of the District commission meeting at which the written disclosure is made. Such disclosure shall include the material facts of the transaction and the District commissioner's financial interest in the transaction. The District commissioner with the conflict of interest shall refrain from voting on any such transaction, deliberating or taking any other action with respect to the business transaction. Any business transaction of the District that involves a potential conflict of interest with a District commissioner shall have terms that are at least as fair and reasonable to the District as those that would otherwise be available to the District if it were dealing with an unrelated party and, to the extent applicable under the District's policies and procedures and applicable law, the District issues a public request for proposals with respect to such business transaction.

No person, firm, or corporation may be deemed to be proposing to have a contractual relationship with the District or be proposing to render services to the District unless such person, firm, or corporation may submit a bid to the District for any District contract, may make a contractual offer to the District, or may request the District to consider entering a contractual relationship with the person, firm, or corporation.

Gratuities

~~N~~o employee shall accept, or agree to accept, directly or indirectly, a favor, gift, loan, money, fee, service or other item of value in any form whatsoever from any entity, organization or individual if it is intended to reward or influence, or gives the appearance of rewarding or influencing the employee with respect to ~~his/her~~their employment. This policy is not intended to prevent an employee from accepting an award or recognition for meritorious or outstanding achievement for community or government service.

Outside Employment

No District employee, full-time or part-time, may accept a non-District job that will directly or indirectly affect or interfere with the ~~normal conduct of an~~ employee's ability to perform their position with the District.

- District employees' ~~level 8~~ that are in supervisory roles (of people or processes)~~or above~~, Police Officers, Firefighters, or Operations Officers may not accept employment, full or part-time, with any tenant or outside company in a business contract with the District where there could be an actual or apparent conflict of interest. If outside employment with a non-conflicting company is accepted, the employee must receive prior approval by the immediate supervisor and the department Director and ensure that the schedule does not conflict in any way with ~~his or her~~their schedule at GSP.

~~• District employees' level 7 or below or not in the above listed positions may accept employment with a company both within the airport or outside of the airport, subject to prior approval by the immediate supervisor and the department Director and with assurances that the schedule does not conflict in any way with his or her schedule at GSP.~~

Should an employee consider securing outside employment, the employee shall complete the outside employment form located on the ~~UKG~~ Employee ~~i~~Intranet, then submit the form to their supervisor and department ~~director~~ leader for approval.

The completed form must be ~~forwarded~~ emailed to Human Resources to be stored in the employee's personnel file.

Divulgence of Information

No employee shall furnish any Confidential ~~i~~Information ~~that was obtained as a result of employment with the District~~ to gain personal advantage for ~~him/herself~~themselves or ~~another~~anyone else. This must not be construed to limit, hinder, or prevent the divulgence or use of information in the performance of official duties, but will prohibit the use of or provision of information that would place the employee or the recipient in a vantage position over the general public, thereby constituting a violation of public trust. Employees shall, during both working and nonworking hours, act in a manner which will inspire trust in ~~his/her~~their integrity, impartiality and devotion to the best interests of the District, ~~his/her~~their fellow employees, customers, vendors and contractors. Employees shall not discuss Confidential Information outside of the workplace as defined in this Policy Manual.

Interest in Contract with the District

No employee of the District may be directly or indirectly employed by any person, firm, or corporation having any contractual relation with, or rendering for any consideration, services to the District or any department or agency of the District.

No person, firm, or corporation having any contractual relation with, or rendering for any consideration, services to the District or any department or agency thereof, may employ directly or indirectly any employee of the District, nor may any such firm or corporation have as a direct or indirect interested party thereof an employee of the District without prior approval from a District executive team member.

No person, firm, or corporation having any contractual relation with, or rendering for any consideration, services to the District or any department or agency thereof, may have a member of its Board be an employee, or as a direct or indirect interested party therein, may be eligible to be considered to have a contractual relation with or to render for any consideration, services to the District.

Employees Associated with Auditing/Financial Consulting Firms Doing Business with the District

No member of a current or former auditor or other financial consulting firm that is or has worked with the District can be hired by the District for a period of two years following such engagement.

Interest in Contract with the District – Employees of the District; Employees of Boards, & Agencies Members or Boards

No employee of the District or member of any board, or agency of the District may be directly or indirectly employed by any person, firm, or corporation, nor be directly or indirectly interested in any firm or corporation having, or proposing to have any contractual relation with or rendering, or proposing to render for any consideration, services to the District or any department, board, or agency thereof, when the approval, concurrence, decision, recommendation, or advice of the employee or member may be sought, obtained, or required in any connection with contract service.

No person, firm, or corporation, having or proposing to have any contractual relationship with, or rendering or proposing to render any consideration, services to the District or any department, board, or agency thereof, may employ or have as an interested party, directly or indirectly, any employee of the District, member of any board of the District, or employee of any board, or agency of the District, when the approval, concurrence, decision, recommendation or advice of such employee or member may be sought, obtained, or required in connection with such contract or service.

No person, firm, or corporation may be deemed to be proposing to have a contractual relationship with the District or be proposing to render services to the District unless such person, firm, or corporation may submit a bid to the District for any District contract, may make a contractual offer to the District, or may request the District to consider entering a contractual relationship with the person, firm, or corporation.

Penalty

Violation of any provision of this procedure by a District employee or a family member of a District employee ~~is sufficient cause~~ may result in disciplinary action up to and including~~for~~ immediate dismissal of the employee.

Approval & Update History:

September 9, 2019

November 14, 2022

September 16, 2024

September 21, 2026

Section 201.15 – Ethics Hotline

Objective

The District is committed to conducting business with the highest ethical standards. To ensure attention to this standard of behavior, the District has established an ethics hotline program that provides a means of communicating concerns about potential violations of the law and state and local ethics codes. The purpose of the Hotline is to provide employees a place to report illegal or dishonest activity affecting the District's financial or business affairs by any District employee or any person or firm doing business with the District. Examples of such activity include: fraud, theft, embezzlement, bribery, kickbacks, dishonest or inaccurate accounting or recordkeeping, safety violations, or conflicts of interest.

Issues such as workplace violence, substance abuse, discrimination and/or sexual harassment should not be reported via this Hotline but should be directed to the District's Human Resources Department ~~directly (~~by calling Human Resources at 864-848-6298 or by emailing HR@gspairport.com~~)~~ or another member of management.

3rd Party Vendor & Contact Information

The Ethics Hotline is managed by an independent 3rd party service provider.

Employees may report fraud or ethics violations 24 hours a day, 7 days a week by telephone or online.

Call: 877-879-9802 or visit gspairport.ethicspoint.com.

Complaints to the Ethics Hotline may be made anonymously.

Procedures

The Human Resources department is responsible for receiving complaints reported to the hotline and determining the priority of the complaint.

If the complaint is against the Human Resources Department the report will be directed to the President/CEO. Some cases may be rejected as Hotline cases. If this is done, and the complainant is not anonymous, the complainant will be notified.

~~(~~Rejections are typically based upon one or more of the following:

- not a hotline topic;
- no merit of complaint upon initial investigation;
- too much time elapsed since incident.

The reason(s) for the dismissal will be documented, and the complaining party contacted if the complaint was not made anonymously.

The complaint priorities are as follows:

- Critical "Priority A" complaints may require immediate attention regardless of the time of day. The President/CEO and/or other appropriate departments will be immediately notified by phone. Two alternate contacts will be identified in the event the primary cannot be reached. Priority A complaints will be reported directly to the Commission Chair only if the report involves the President/CEO).

  Priority A reports consist of, but are not limited to, complaints regarding:

  - Falsification of Company Records
  - Fraud
  - Fraudulent Insurance Claims
  - Kickbacks
  - Theft of Cash
  - Theft of Goods/Services
  - Workplace Violence

- Urgent "Priority B" complaints may require prompt but not immediate attention.

  Priority B reports consist of, but are not limited to, complaints regarding:

  - Accounting/Audit Irregularities
  - Conflicts of Interest
  - Improper Loans to Executives
  - Retaliation against Whistleblowers

- Not-Accepted "Priority C" complaints will not be accepted as a Hotline case. (This will be documented with an explanation which could be referred to another more appropriate department.

  Reports regarding the following should be reported directly to Human Resources or the appropriate District Department:

  - Customer Relations
  - Discrimination

- o Employee Relations Issues
- o Policy Issues o Product Quality Concerns
- o Safety and Sanitation Issues
- o Sexual Harassment
- o Substance Abuse
- o Time Card Fraud
- o Wage/Hour Issue

While Priority C issues are important to the District and this policy in no way is intended to minimize the significance of these issues, they are not appropriate for the Ethics Hotline and will be referred to and investigated by the Human Resources Department or appropriate District department.

The President/CEO will be notified of the alleged ethics violation in the Priority A & B categories, determined priority, and the investigation plan. The President/CEO will determine on a ~~case by case~~case-by-case basis, which, if any, of the complaints (not involving the President/CEO) are reported to the Airport Commission.

Upon completion of the investigation, Human Resources and the department Director are notified and the appropriate disciplinary and/or remediation actions are taken with the involved employee(s).

Human Resources will notify the President/CEO of actions taken within ~~48 hours~~two business days. Human Resources Leadership replies to the complainant regarding the outcome of ~~his/her~~their ethical complaint within ~~48 hours~~ two business days via the ethics hotline third party vendor.

Human Resources Leadership will generate a final report with recommendations that will be presented to the ~~Executive Team~~President/CEO.

The independent 3rd party ethics hotline company, will disseminate reports via email to recipients based on incident code.

The District will educate employees to ensure employee awareness of the Ethics Hotline.

Approval & Update History:

September 9, 2019

August 25, 2020

November 14, 2022

September 21, 2026

Anti-Discrimination & Harassment

Section 202.01 – Discrimination, Harassment, and Bullying

Objective

The District is committed to providing a work environment in which all individuals are treated with equality, respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment. Therefore, the District expects that all ~~relationships~~ work-related interactions ~~among persons in the office~~ will be business-like and free of bias, prejudice and harassment.

The District will not tolerate discrimination or harassment of any kind. Through enforcement of this policy and by education of employees, the District will seek to prevent, correct and discipline behavior that violates this policy.

All employees, regardless of position, are covered by and are expected to comply with this policy and to take appropriate measures to ensure that prohibited conduct does not occur. This policy applies to the workplace (including the remote work environment); to organizational travel; to off-duty conduct that affects the workplace; to electronic and in-person interactions; and to all work-related social functions, both on and off District property.

Any complaint in violation of this policy will promptly be investigated and resolved appropriately. Appropriate corrective and/or disciplinary action will be taken against any employee who violates this policy(or who engages in conduct that (1) could reasonably be perceived as violating this policy, or (2) if continued, could become a violation of this policy). Based on the seriousness of the offense, disciplinary action may include verbal or written reprimand, suspension, or termination of employment.

Prohibited Conduct & Definitions

The District, in compliance with all applicable federal, state and local anti-discrimination and harassment laws and regulations, enforces this policy in accordance with the following definitions and guidelines:

Discrimination

It is a violation of the District's policy to discriminate in the provision of employment opportunities, benefits or privileges; to create discriminatory work conditions; or to use discriminatory evaluative standards in employment if the basis of that discriminatory treatment is, in whole or in part, the person's race,

color, sex (including pregnancy, childbirth, and related conditions), sexual orientation ~~, and~~ gender identity ~~)~~or expression, national origin, age, religion, disability status, genetic information, marital status, uniformed service, or any other status protected under applicable federal, state, or local laws ("Protected Characteristics").

Discrimination of this kind may also be ~~strictly~~ prohibited by a variety of federal, state and local laws, including Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1967 and the Americans with Disabilities Act of 1990. This policy is intended to comply with the prohibitions ~~states~~ in these anti-discrimination laws.

Harassment

The District is committed to providing a work environment in which all individuals are treated with equality, respect and dignity. In keeping with this commitment, the District has adopted a policy of **zero** tolerance with regard to ~~employee~~ unlawful harassment.

Harassment is defined under federal law as unwelcome conduct (verbal, non-verbal, written or physical) that is based on or related to any actual or perceived Protected Characteristic~~race, color, religion, sex (including pregnancy, sexual orientation and gender identity), national origin, age (40 or older), disability or genetic information.~~ Harassment becomes unlawful where:

1. enduring ~~offensive~~ the conduct becomes a condition of continued employment; or

2. the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

Such conduct may include, but is not limited to the following (when based on or connected to any Protected Characteristic): slurs, words, signs, jokes, pranks, cartoons, calendars, ~~and~~ comments about appearance, intimidation, bullying, physical contact, or violence. Conduct can be considered harassment whether it occurs in person, via email, social media, etc. There is no prototypical perpetrator or victim of unlawful harassment. Unlawful harassment can take place between individuals who share the same Protected Characteristic (for example, same-sex harassment, or harassment toward an individual of the same race or national origin), just as it can take place between individuals who do not share such Characteristics (for example, males harassing females, females

harassing males, or harassment toward an individual of a different race or national origin).

Sexual Harassment

Sexual harassment is prohibited by federal, state and local laws, and applies equally to men and women. Federal law defines sexual harassment as unwelcome sexual advances, requests for sexual favors, and other verbal, non-verbal, physical or written conduct of a sexual nature, when the conduct:

1. explicitly or implicitly affects a term of condition of an employee's employment;

2. is used as the basis for employment decisions affecting the employees; or

3. unreasonably interferes with an employee's work performance or creates an intimidating, hostile or offensive working environment.

Such conduct may include but is not limited to: subtle or overt pressure for sexual favors, inappropriate touching, lewd, sexually oriented comments or jokes, foul or obscene language, posting of suggestive or sexually explicit posters, calendar, photographs, graffiti, or cartoons, and repeated requests for dates. Conduct can be considered sexual harassment whether it occurs in person, via email, social media, etc. The District further prohibits harassment and discrimination based on sex stereotyping. Sex stereotyping occurs when one person perceives a man to be unduly effeminate or a woman to be unduly masculine and harasses or discriminates against that person because ~~he or she~~ they do~~es~~ not fit the stereotype of being male or female.

Workplace Bullying

The District defines bullying as repeated, health-harming mistreatment of one or more people by one or more perpetrators. It is abusive conduct that includes:

- Threatening, humiliating or intimidating behaviors.
- Work interferences/sabotage that prevents work from getting done.
- Verbal Abuse.

Such conduct may include, but is not limited to:

- Verbal Bullying: maliciously slandering, ridiculing or maligning a person or ~~his or her~~ their family; persistent malicious name-calling ~~that is hurtful,~~

~~insulting or humiliating~~; using a person as the butt of jokes; abusive ~~and offensive~~ remarks.

• Physical Bullying: Pushing, shoving, kicking, poking, tripping, assault or threat of physical assaults, damage to a person's work area or property.

• Exclusion: Socially or physically excluding or disregarding a person in work-related activities.

In addition, the following examples may constitute or contribute to evidence of bullying in the workplace:

• Persistent singling out of one person.

• Shouting or raising one's voice at an individual in public or in private.

• Using obscene or intimidating gestures.

• Not allowing the person to speak or express ~~himself or herself~~themselves (i.e., ignoring or interrupting).

• ~~Personal~~ Malicious insults and ~~use of offensive~~ nicknames.

• Public humiliation in any form.

• Constant criticism on matters unrelated ~~or minimally related~~ to the person's job performance ~~or description~~.

• Public reprimands.

• Repeatedly accusing someone of errors that cannot be ~~documented~~ substantiated.

• Deliberately interfering with mail and other communications.

• Unwanted physical contact, physical abuse or threats of abuse to an individual or an individual's property (defacing or marking up property).

• Spreading malicious rumors and gossip ~~regarding individuals~~.

~~• Encouraging others to disregard a supervisor's instructions.~~

• Manipulating the ability of someone to do ~~his or her~~ their work (e.g. overloading, underloading, withholding information, setting deadlines that cannot be met, giving deliberately ambiguous instructions).

• Assigning menial tasks not in keeping with the normal responsibilities of the job.

- Refusing reasonable requests for leave in the absence of work-related reasons not to grant leave.
- Deliberately excluding an individual or isolating ~~him or her~~them from work-related activities, such as meetings.

Responsibilities

Employee Responsibilities

All employees of the District have a responsibility to keep our environment free from unlawful discrimination, harassment and bullying. Any employee who believes ~~he/she~~they ha~~s~~ves been subjected to, witnessed, or otherwise became aware of discrimination, harassment or bullying must contact ~~his/her~~their ~~immediate supervisor, designated manager,~~leadership or Human Resources.

~~Any employee who becomes aware of an incident of unlawful discrimination, harassment or bullying by any employee, customer, vendor, passenger, tenant employee, etc. whether by witnessing the incident or being told of it, must report it to his/her immediate supervisor, designated manager, and Human Resources.~~

All reports of unlawful discrimination or harassment, or of bullying will be promptly investigated and will be kept as confidential as possible without impeding the investigation. If you are found to have acted ~~improperly towards another employee, customer, vendor, etc.~~in a manner that is inconsistent with this policy, ~~-~~you will be subject to corrective and/or disciplinary action, up to and including termination of employment. The District will also take additional action necessary to appropriately address employee concerns about discrimination, harassment or bullying.

Employees should not feel hesitant or embarrassed about reporting discrimination, harassment, or retaliation. The District encourages good faith reports about these issues, as the District is dedicated to making sure that the workplace is productive and free from unlawful conduct. The District can achieve this goal only if employees cooperate in reporting all possible violations of this policy.

Any employee who knowingly provides a false report of ~~unlawful discrimination or harassment, or bullying~~ a violation of this policy will be subject to disciplinary action, up to and including termination of employment. ~~Any employee who makes such a false statement shall be personally liable for any legal action taken by another employee in response to a false report.~~

Retaliation Prohibited

The District will not tolerate retaliation against anyone who makes a good ~~-~~faith effort to report ~~alleged unlawful discrimination or harassment, or bullying,~~ a potential violation of this policy, who assists someone else in making such a report, or who ~~for~~ participates ~~ing~~ in any investigation, proceeding, or hearing ~~conducted by the EEOC or any state agency~~ of such a report.

If an employee believes ~~he/she~~they ~~is~~ are being retaliated against, ~~he/she~~they should promptly contact ~~his/her~~their ~~supervisor and/or department head~~leadership ~~-~~or Human Resources, so an investigation can be conducted.

Supervisor Responsibilities

Any supervisor who receives a report or otherwise becomes aware of any potential violation of this policy must immediately contact Human Resources. A supervisor's failure to do so may result in disciplinary action, up to and including termination.

All supervisors are expected to ensure that the work environment is free from discrimination, sexual and other harassment, and bullying.

Supervisors are responsible for the application and communication of this policy within ~~his/her~~their work areas. Supervisors should:

- Encourage employees to report any violations of this policy before the conduct becomes severe or pervasive.
- Make sure the Human Resources department is made aware of any inappropriate behavior in the workplace.
- Create a work environment where discrimination, sexual and other harassment, and bullying is not permitted.

Complaint Procedures

Employees ~~should~~ must report ~~incidents of inappropriate behavior~~ potential violations of this policy, as described above, as soon as possible after the occurrence. ~~Any employee who feels that he or she has suffered any form of discrimination, harassment, bullying or retaliation by anyone must immediately report the alleged conduct~~The employee may make this report ~~-~~to ~~his/her~~their immediate supervisor, designated manager, and/or Human Resources so that an investigation can be conducted. If the ~~complaint~~ report concerns the supervisor, the employee should immediately report any concerns to the

Human Resources department. Complaints of discrimination, harassment, bullying or retaliation may also be brought directly to the President/CEO.

~~Any employee witnessing, or having reason to believe a claim or instance of sexual harassment relating to an employee must report such potential claim to Human Resources.~~

Investigation Procedures

Upon the receipt of a potential violation of this policy~~complaint of harassment~~, the President/CEO shall be advised; or if the complaint is against the President/CEO, the District Chair and/or Vice Chair shall be advised. It is the District's policy to investigate all ~~harassment complaints~~such reports thoroughly, impartially and promptly. To the fullest extent practicable without impeding the investigation, the District will maintain the confidentiality of those involved in conducting the investigation. Human Resources Leadership will have primary responsibility for investigating any and all complaints relating to employee misconduct. However, some investigations may be assigned to a District designee with direction from Human Resources Leadership. Any District designee assigned to conduct an investigation must have completed training with the Human Resources Department in conducting investigations.

Human Resources Leadership shall:

- Promptly interview and obtain ~~full and written~~ statements from all parties involved in the reporting, including but not limited to the ~~complainant~~ reporting party and the target of the report ~~accused~~.
- Determine if there is a potential for risk occurrence. If there is a potential, take all measures appropriate to protect employees, visitors and property.
- Complete an investigation report ~~and provide~~summarizing all relevant and necessary information, including findings.

Based on the investigation, Human Resources or assigned designee must determine the outcome of the investigation and the appropriate action, if any, to be taken. This determination shall be documented in writing and made part of the investigative report.

All employees are expected to cooperate ~~fully~~ in good faith with any ongoing workplace investigation, including any investigation ~~-~~regarding a potential violation of this policy. ~~discrimination, sexual or other harassment or bullying incident.~~

Retention and/or release of investigative reporting

Human Resources will retain all records relative to the investigation in a secure area. The District will not release any investigative files, including but not limited to interviews and findings, unless requested by a court authorized request, such as Subpoena or Court Order.

Complaint Disposition

Human Resources or designee will notify the ~~complaining~~ reporting party of the outcome of the investigation.

Disciplinary Actions

Any employee of the District whom Human Resources or designee has determined to have violated this policy (or who has engaged in conduct that (1) could reasonably be viewed as a violation of this policy, or (2) if continued, could become a violation of this policy) shall be subject to appropriate corrective and/or disciplinary action~~,~~ up to and including termination.

Any employee in a supervisor position or higher, that has actual knowledge of discrimination, sexual or other harassment, or bullying involving any employee(s) and does not take corrective action and report the matter directly to Human Resources may be subject to discipline up to and including termination.

Approval & Update History:

September 9, 2019

November 14, 2022

September 16, 2024

September 21, 2026

Section 202.02 – Equal Employment Opportunity

Objective

The District is an Equal Opportunity Employer. This policy reaffirms the District's commitment to Equal Employment Opportunities and to compliance with federal and state laws.

General

It is the policy of the District not to discriminate or tolerate harassment against any employee or applicant for employment because of race, color, religion, sex (including pregnancy, childbirth and related medical conditions (including, but not limited to, lactation)), sexual orientation, gender identity or expression, national origin (including ancestry), age (40 and over), marital status, genetic information, disability, veteran status, ~~or gender identity~~uniformed service, or any other characteristic protected by applicable law.

This policy shall apply to all employment actions, including but not limited to recruitment, hiring, upgrading, promotion, transfer, demotion, layoff, recall, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship, at all levels of employment.

Additionally, retaliation, including intimidation, threats, or coercion, because an employee or applicant has objected to discrimination, engaged or may engage in filing a complaint, assisted in a review, investigation, or hearing or have otherwise sought to ~~obtain~~ protect or act upon ~~his/her~~their legal rights under any Federal, State, or local EEO law is prohibited.

Employment decisions are made with the princip~~a~~le of Equal Employment Opportunity.

All appointed officials, managerial and supervisory employees are responsible for supporting this policy and for the furtherance of the princip~~a~~le of Equal Employment Opportunity in all Human Resources matters.

Human Resources is responsible for overall compliance and shall maintain personnel records in compliance with applicable laws and regulations.

~~It shall be prohibited for any person employed by the District to discriminate or take any other retaliatory action against an individual who in good faith has opposed an~~

~~alleged unlawful employment practice or has made a charge, testified, assisted or participated in an investigation, proceeding or hearing that is protected from retaliation under federal or state law.~~

Approval & Update History:

September 9, 2019

November 14, 2022

September 16, 2024

September 21, 2026

Section 202.03 – Americans with Disabilities Act (ADA~~/ADAA~~)

Objective

It is the policy of the District to comply with all federal and state laws concerning the employment of persons with disabilities ~~and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). Furthermore, it is the District's policy~~by not ~~to~~ discriminatinge against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment. The District also limits the instances it seeks medical information from employees, and keeps that medical information confidential (on a need-to-know basis). Finally, where appropriate, the District offers reasonable accommodations to qualified disabled individuals so long as those reasonable accommodations will not create an undue hardship on the District or pose a threat to health or safety.

General

~~The Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act (ADAAA) are federal laws that require employers with 15 or more employees to not discriminate against applicants and individuals with disabilities and, when needed, to provide reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job duties of the position.~~

The District complies with the Americans with Disabilities Act (ADA) ~~and the Americans with Disabilities Amendments Act (ADAAA)~~ and other applicable federal, state and local laws in ensuring equal opportunity and employment for qualified persons with disabilities. All employment practices, terms, and conditions of employment and privileges of employment are conducted on a non-discriminatory basis.

Where appropriate, the District offers reasonable accommodations to qualified disabled individuals so long as those reasonable accommodations will not create an undue hardship on the Company or pose a threat to health or safety. Accommodations are those changes, modifications, or alterations that allow an otherwise qualified individual to enjoy the benefits of working and perform all essential functions of their position notwithstanding a physical or mental impairment. Accommodations may be in the form of changes in the workplace, leave, or reassignment to vacant positions. An employee

with a disability who feels ~~he/she~~they need~~s~~ a reasonable accommodation in order to continue performing the essential function(s) of ~~his or her~~their position should contact ~~his or her~~their immediate supervisor and/or Human Resources. A supervisor who receives a request for an accommodation should promptly notify Human Resources of the request. On receipt of an accommodation request, the District will engage in an interactive process with the employee to view possible reasonable accommodation options consistent with the ADA~~/ADAAA~~. Reasonable accommodations which do not result in an undue hardship on the operation of the District or a threat to health or safety will be considered for all employees with physical or mental disabilities where ~~his/her~~their disabilities affect ~~his/her~~their ability to perform the essential functions of ~~his/her~~their job. All employment decisions are based on the merits of the situation in accordance with applicable job criteria, not the disability of any individual. Persons seeking accommodation may be required to provide documentation of their abilities/restrictions. Failure to cooperate with the District's efforts to reach an accommodation will result in denial of protection under applicable law. If two or more accommodations are reasonable and will be effective, the District has the right to decide what accommodation to make. The District prohibits any form of discrimination or retaliation against an individual for requesting or utilizing a reasonable accommodation under applicable law.

An employee who has questions regarding this policy or believes that ~~he/she~~they ha~~s~~ves been discriminated against based on a disability or a request for or utilization of an accommodation should notify Human Resources. All such inquiries will be treated as confidentially as possible without impeding the investigation process.

All appointed officials, managerial and supervisory employees are responsible for supporting this policy and principal of complying with the Americans with Disabilities Act in all Human Resources matters.

Human Resources is responsible for the overall compliance and shall maintain personnel records in compliance with applicable laws and regulations, including resolution of reasonable accommodation, safety and undue hardship issues.

~~**Procedures**~~

~~When an individual with a disability requests accommodation and can be reasonably accommodated without creating an undue hardship or causing a direct threat to workplace safety, he or she will be given the same consideration for employment as any other applicant. Applicants who pose a direct threat to the health, safety and wellbeing of themselves or others in the workplace when the threat cannot be eliminated by reasonable accommodation will not be hired.~~

The District will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation or if the accommodation creates an undue hardship to the District. Contact the Human Resources Department with any questions or requests for accommodation.

All employees are required to comply with the District's safety standards. Current employees who pose a direct threat to the health or safety of themselves or other individuals in the workplace will be placed on leave until a District decision has been made in regard to the employee's immediate employment situation.

Individuals who are currently using illegal drugs are excluded from coverage under the District's ADA policy.

The Human Resources Department is responsible for implementing this policy, including the resolution of reasonable accommodation, safety/direct threat and undue hardship issues.

Terms Used in this Policy

As used in this ADA policy, the following terms have the indicated meaning:

A. Disability: A physical or mental impairment that substantially limits one or more major life activities of the individual, a record of such an impairment, or being regarded as having such an impairment.

B. Major life activities:

- Term includes caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating and working.

- Major bodily functions: Term includes physical or mental impairment such as any physiological disorder or condition, cosmetic disfigurement or anatomical loss affecting one or more body systems, such as neurological, musculoskeletal, special sense organs, respiratory (including speech organs), cardiovascular, reproductive, digestive, genitourinary, immune, circulatory, hemic, lymphatic, skin and endocrine. Also covered are any mental or psychological disorders, such as intellectual disability (formerly termed "mental retardation"), organic brain syndrome, emotional or mental illness and specific learning disabilities.

C. Substantially limiting: In accordance with the ADAAA final regulations, the determination of whether an impairment substantially limits a major life activity requires an individualized assessment, and an impairment that is episodic or in remission may also meet the definition of disability if it would substantially limit a major life activity when active. Some examples of these types of impairments may include epilepsy, hypertension, asthma, diabetes, major depressive disorder, bipolar disorder and schizophrenia. An impairment, such as cancer that is in remission but that may possibly return in a substantially limiting form, is also considered a disability under EEOC final ADAAA regulations.

D. Direct threat: A significant risk to the health, safety or wellbeing of individuals with disabilities or others when this risk cannot be eliminated by reasonable accommodation.

E. Qualified individual: An individual who, with or without reasonable accommodation, can perform the essential functions of the employment position that such individual holds or desires.

F. Reasonable accommodation: Includes any changes to the work environment and may include making existing facilities readily accessible to and usable by individuals with disabilities, job restructuring, part-time or modified work schedules, telecommuting, reassignment to a vacant position, acquisition or modification of equipment or devices, appropriate adjustment or modifications of examinations, training materials or policies, the provision of qualified readers or interpreters, and other similar accommodations for individuals with disabilities.

G. Undue hardship: An action requiring significant difficulty or expense by the employer.

H. In determining whether an accommodation would impose an undue hardship on a covered entity, factors to be considered include:

- The nature and cost of the accommodation.
- The overall financial resources of the facility or facilities involved in the provision of the reasonable accommodation, the number of persons employed at such facility, the effect on expenses and resources, or the impact of such accommodation on the operation of the facility.
- The overall financial resources of the District; the size, number, type and location of facilities.

~~o The type of operations of the District, including the composition, structure and functions of the workforce; administrative or fiscal relationship of the particular facility involved in making the accommodation to the District.~~

~~I. Essential functions of the job: Term refers to those job activities that are determined by the employer to be essential or core to performing the job; these functions cannot be modified.~~

~~The examples provided in the above terms are not meant to be all inclusive and should not be construed as such. They are not the only conditions that are considered to be disabilities, impairments or reasonable accommodations covered by the ADA/ADAAA policy.~~

Approval & Update History:

September 9, 2019

November 14, 2022

September 21, 2026

Safety, Security, & Health

Section 203.01 – Safety

Objective

The safety of all employees and the general safe welfare of all people are a primary concern of the District and the District strives to provide a safe and healthy environment for all employees and to the general public. To achieve this goal, the District will maintain health and safety programs that give primary importance to protecting employees from occupationally induced injury and illness. To be successful, participation from all employees is required.

The District requires employees to use safety equipment when deemed necessary for the work assignment. Employees are responsible for developing a safety-minded attitude, and continuously practicing safety while performing ~~his/her~~their duties. Operating methods and procedures must be followed, and employees are trained with regard to safety conditions. Safety is everyone's responsibility.

The District will also provide equipment and facilities that promote safety and injury prevention.

Some health and safety programs will differ between departments. Be familiar with and follow safety programs specific to each department and/or facility.

Guidelines

Employees are responsible for developing a safety-minded attitude, and continuously practicing safety while performing ~~his/her~~their duties, whether on District property or while on business on behalf of the District. It is an employee's responsibility to inform the appropriate manager immediately of any potentially hazardous situations.

Each employee should make every effort to attend safety and health training opportunities in order to display commitment to support the District's safety value.

The District will provide equipment (to include Personal Protective Equipment (PPE)) and facilities that promote safety and injury prevention.

Some health and safety policies will differ between departments. Be familiar with and follow safety policies specific to your position, department and work areas.

While it is impossible to list every single rule necessary for the health and safety of all employees, below are some of the guidelines employees should observe for ~~his/her~~their safety and the safety of others:

• Any work-related accident or incident, no matter how small, even if injury or damage does not occur or is not obvious, must be reported immediately to the employee's immediate supervisor (or as soon as possible, if immediate reporting is not practicable).

• Report all hazards or unsafe conditions to the immediate supervisor and Safety Management System as applicable.

• Maintain good housekeeping in their~~his/her~~ work area.

• Do not attempt to lift or push objects that are too heavy. Ask for assistance. Lift, where possible, by bending the knees, keeping body straight and pushing entire body upward.

• Employees must observe all safety rules, regulations and standard operating procedures of the District.

• Employees must wear personal protective equipment (PPE) in those departments and work areas where required, and for operations where such equipment is furnished.

• Employees are expected to wear clothing that cannot be caught in equipment or could possibly be unsafe. Safety shoes are required in some work areas. Some work areas may require closed toe/closed heel shoes to be worn before entering. Jewelry and length of hair may be restricted in some work areas.

• Reckless, careless, hazardous or improper use of District equipment is not permitted.

• All unsafe conditions, damaged tools, or defective equipment must be reported to a supervisor immediately.

• All hazardous materials must be labeled, proper documentation filed, and employees trained in the use of such materials.

• Foods and beverages must be stored and consumed in designated areas only.

• Smoking is allowed in designated areas only.

• Employees may only operate machinery and equipment they have been authorized and trained to operate.

- Employees are prohibited from removing, altering, or tampering with safety guards or other safety equipment.
- All employees should observe safe driving practices when driving District vehicles/equipment, both on and off District property.
- All employees are expected to keep ~~his/her~~their work areas neat and clean.
- Employees are expected to clean up ~~his/her~~their eating areas after they are finished.
- Aisles, doors and exits cannot be partially or wholly blocked.
- All employees and ~~his/her~~their passengers must wear a seatbelt while on District business or in any District vehicle/equipment that is equipped with seatbelts. The only exception is if a District Standard Operating Procedure (SOP) states otherwise.
- Electric repairs are to be made by authorized employees only. All equipment must be tagged and locked out during repair.
- Employees who may be exposed to hazardous or chemical environments will receive training in the "right-to-know" law pertaining to storage and handling and hazardous material.

Safety Data Sheets (SDSs) are readily accessible to employees for all hazardous chemicals in the workplace. SDSs are located online for all employees to access. Hardcopies are located in Facilities.

Approval & Update History:

September 9, 2019

September 21, 2026

Section 203.02 – Security ID Cards

Objective

For security and safety reasons, employees are issued identification cards at the time of hire.

Policy

1. Security identification cards are issued at the Airport Badging Office.

2. These cards must be worn at all times when working and also when in any sterile and/or secured area.

3. An employee should immediately contact the Airport Operations Center (AOC) if ~~his/her~~their identification card is lost or stolen. Failure to do so may result in discipline up to and including immediate termination.

4. If an employee terminates employment, ~~his/her~~their Security Identification Card must be returned on or before the last day in the pay period in which ~~he/she~~they ~~is~~ are employed. Failure to do so may result in the loss of ~~any~~ certain accrued benefits in addition to having the cost of the badge deducted from the final paycheck

5. If an identification card is lost there will be a charge to replace it. The employee is responsible for the cost of the replacement as adopted in the annual budget process. If a card is lost three (3) or more times the ~~President/CEO or designee~~ appropriate executive leader may take other disciplinary action.

Approval & Update History:

September 9, 2019

September 21, 2026

Section 203.03 – Workplace Violence & Weapons

Objective

The District is committed to preventing workplace violence and to maintaining a safe work environment. The District has adopted the following guidelines to deal with intimidation, harassment, or other threats of or actual violence that may occur on or offsite.

General

Certain District positions require the use of weapons as part of their job responsibilities. District provided weapons for specific job responsibilities are not considered a personal weapon. Operations and Police use of District issued firearms on District time must be in accordance with departmental standard operating procedures.

Police officers are authorized to carry approved personal backup weapons. The carrying of an approved backup weapon shall be in accordance with Police Department standard operating procedures. All backup weapons shall be approved and certified per departmental SOPs prior to carrying. No other personal firearms are ever permitted in any District building, facility or District vehicle while working or while on District time. Personal weapons being lawfully transported or stored in a privately-owned vehicle in accordance with State Law are allowable as long as the weapon(s) remains inside the private vehicle at all times while on District property and is never inside any sterile or secured areas. Personal weapons other than approved Police officer backup weapons are never permitted in a District building, facility, District vehicle, nor inside a secured or sterile area and must remain within a private vehicle unless being used in accordance with the Outdoor Recreation procedure and additional interim guidance outlined below. District employees participating in recreational hunting on District property or utilizing the District firing range on personal time must comply with the Outdoor Recreation procedures. The Outdoor Recreation procedures do not allow any personal firearms inside District buildings, facilities, or District vehicles at any time.

Some District positions may require the use and/or carrying of a personal multi-tool (i.e. "Leatherman") and/or pocketknives. Multitools and/or pocketknives may only be carried

when considered a "tool of the trade" and are authorized by department ~~d~~Directors. Use of such tools are limited to utility purposes only. No automatic, pushbutton or ejector knives are allowed ~~unless authorized as a secondary defensive tool in accordance with Police Department use-of-force procedures~~. Any multi-tools and/or pocketknives must be foldable/closable, and the blade length shall not exceed 4.00". District employees that are authorized to carry such tools are responsible for maintaining control and possession of their tools at all times and especially when working in a sterile or secure area.

Prohibited Conduct

The District prohibits employees from possessing or carrying personal weapons of any kind in the District's buildings, facilities, property, or vehicles, or while doing any work on District time. This includes:

- Any form of weapon, to include pocket knives, or explosive materials;
- Any and all firearms.

If an employee is unsure as to whether or not an item is covered by this policy, ~~he/she~~they should contact Human Resources.

The District has a zero tolerance for any type of workplace violence committed by or against employees. Employees are prohibited from making threats or engaging in violent activities.

This list of behaviors, while not inclusive, are examples of conduct that is prohibited.

1. Causing physical injury to another person.
2. Making threatening remarks.
3. Aggressive or hostile behavior that creates a reasonable fear of injury to another person or subject another individual to emotional distress.
4. Committing acts motivated by, or related to unlawful harassment, sexual harassment, or domestic violence.

Enforcement

Threats, threatening conduct, any other acts of aggression or violence, or carrying personal weapons in the workplace will not be tolerated. Any employee determined to have committed such acts will be subject to disciplinary action, up to and including termination. Non-employees engaged in violent acts on the District premises will be reported to the proper authorities.

Procedure for Filing a Complaint or Reporting Threatening or Violent Behavior

Indirect or direct threats of violence, incidents of actual violence, and suspicious individuals or activities should be reported immediately to a supervisor, law enforcement personnel, ~~h~~Human ~~r~~Resources, or any member of the Executive Team. When reporting a threat of incident of violence, the employee should be as specific and detailed as possible. Employees, excluding law enforcement personnel, should not place themselves in peril, nor should they attempt to intercede during an incident.

Any potentially dangerous situation must be reported immediately to an employee's supervisor. The employee and/or supervisor then notify the department head, Human Resources, and appropriate executive team member as appropriate.

Reports can be made anonymously, and all reported incidents will be investigated. Reports or incidents warranting confidentiality will be handled appropriately and information will be disclosed to others only on a need-to-know-basis.

Employees should promptly inform the Human Resources department of any protective or restraining order that they have obtained that lists the workplace as a protected area. Employees are encouraged to report safety concerns with regards to domestic violence. The District will not retaliate against employees making good-faith reports. The District is committed to supporting victims of domestic violence by providing referrals to the Employee Assistance Program (EAP) and community resources and providing time off for reasons related to domestic violence.

Investigative Procedures

Upon the receipt of a complaint of workplace violence, the President/CEO shall be advised; or if the complaint is against the President/CEO, the District Chair and/or Vice Chair shall be advised. It is the District's policy to investigate all complaints of workplace violence thoroughly, impartially, and promptly. To the fullest extent practicable, the District will maintain the confidentiality of those involved without impeding the investigation. Human Resources will have primary responsibility for investigating all complaints relating to employee misconduct. However, some investigations may be assigned to a District designee with direction from Human Resources Leadership. Any District designee assigned to conduct an investigation must have completed training with Human Resources in conducting investigations.

Human Resources Shall:

Promptly interview and obtain ~~full and written~~ statements from all parties involved in the reporting, including but not limited to the complainant. Determine if there is a potential for risk occurrence. If there is potential, take all measures appropriate to protect employees, visitors and District property, which may include notifying the appropriate law enforcement agency.

Retention and/or release of investigative reporting:

Human Resources will retain all records relative to the investigation in a secure area. The District will not release any investigative files, including but not limited to interviews and findings, unless requested by a court authorized request, such as Subpoena or Court Order.

Complaint Disposition

When appropriate, Human Resources will inform the complaining party of the outcome of the investigation.

Disciplinary Actions

Any employee of the District whom ~~of~~ Human Resources, and~~or~~ ~~the Executive team~~leadership has determined to have demonstrated or been involved with workplace violence shall be subject to disciplinary action up to and including termination.

Any employee in a supervisory capacity who has actual knowledge of workplace violence involving District employee, or personal weapons being carried in violation of this policy and does not report the matter directly to Human Resources shall be subject to discipline up to and including termination.

Approval & Update History:

September 9, 2019

November 14, 2022

September 16, 2024

September 21, 2026

Section 203.04 – Drug-Free Workplace

Objective

The District, in keeping with the provisions of the Drug-Free Workplace Act of 1988, has a longstanding commitment to providing and maintaining a substance abuse free working environment for the safety, physical and mental health of all employees and the public whom the District serves.

The District recognizes that drug and/or alcohol abuse pose a threat to the health and safety as an illness and is a major health problem. The District establishes this policy on the abuse of alcohol and the use of illegal drugs by its employees.

General

This policy outlines the practice and procedure designed to correct instances of identified alcohol and/or drug use in the workplace. This policy applies to all employees and all applicants for employment with the District.

Employees should report to work fit for duty and free of any adverse effects of illegal drugs or alcohol. This policy does not prohibit employees from the lawful use and possession of prescribed medications. Employees must, however, consult with ~~his/her~~their doctors about the medications' effect on ~~his/her~~their fitness for duty and ability to work safely and promptly disclose any work restrictions to ~~his/her~~their supervisor and/or department ~~d~~Director and Human Resources. Employees should not, however, disclose underlying medication conditions or diagnoses unless directed to do so.

Some employees of the District perform job duties which are specifically regulated by the Department of Transportation (Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration). Those employees must meet the requirements of

both this policy and the federal regulations for employees regulated by the Department of Transportation.

The unlawful use, manufacture, distribution, dispensation, possession or working while under the influence of an illegal drug or controlled substance in or on any District facility, owned/leased vehicle or equipment, or while on District business is strictly prohibited. Alcoholic beverages may be dispensed at Official District functions. On duty District employees are prohibited from consuming alcoholic beverages at such functions, unless given authorization by a department Director or above. Consumption of such alcoholic beverages should be limited.

No employee shall report for duty or remain on duty that requires performing safety sensitive functions when the employee uses any controlled substance, except when the use is at the instruction of a physician who has advised the employee that the substance does not adversely affect the ability to perform ~~his/her~~their job safely. Violations of this policy ~~will~~ may result in disciplinary action, up to and including termination.

Employees needing help in dealing with ~~such~~ substance abuse or dependence problems are encouraged to get professional assistance. Please contact Human Resources if you need information regarding whether the District's insurance benefits will cover counseling.

A copy of this Drug-Free Workplace Policy is issued and signed for by each employee. District employees who perform DOT regulated duties will also receive and sign for the US DOT Office of Drug & Alcohol Policy and Compliance: What Employees Need to Know about DOT Drug & Alcohol Testing. Employees must abide by the terms of the policy and report any conviction under criminal drug statute for violations occurring on or off District premises while conducting business. A report of a conviction must be made within five (5) business days after the conviction. The Drug-Free Workplace Act of 1988 mandates this requirement.

Statement of Policy

It is the District's intent to maintain a "Drug-Free Workplace". Employees must refrain from reporting to work or working with the presence of drugs or alcohol in ~~his/her~~their body. In addition to possible disciplinary procedures and termination as a result of any violation of this Drug-Free Workplace Program, an employee injured in the course and scope of employment who after investigation and determination that testing is appropriate, but the employee refuses to submit to a test for drugs or alcohol, or is

tested and had a positive confirmation of drug or alcohol use, may forfeit ~~his/her~~their eligibility for medical and indemnity benefits under the Workers' Compensation Act.

While the District understands that employees and applicants under a physician's care may be required to use prescription and over-the counter drugs, the failure to take prescription drugs in strict accordance with the prescription is a violation of this policy. Any employee who ~~ab~~uses prescription medication without a prescription and/or in any manner inconsistent with the employee's personal prescription is subject to disciplinary action up to and including termination.

Drug Use

Employees are prohibited from using, possessing, distributing, manufacturing, selling, attempting to sell or being under the influence of illegal drugs (including related paraphernalia) while on or off the job. As used in this policy, improper drug use is the use of any drug which is not legally obtainable; which is legally obtainable but has not been legally obtained; or which is being used in a manner or for a purpose other than prescribed (for example, use of depressants and stimulants not prescribed for current personal treatment by a locally treating licensed physician). Employees who violate this policy will be subject to disciplinary action including possible termination.

Alcohol Use

Employees are absolutely prohibited from using, possessing, distributing, manufacturing, selling, attempting to sell or being under the influence of alcohol while on duty, while on District property, or on any work site, with the exception of authorized official District functions. "Alcohol" meaning ethyl alcohol (ethanol) and includes beverage, mixture or preparation containing ethyl alcohol, including but not limited to, distilled spirits, wine, malt beverages, and intoxicating liquors. With regard to alcohol, an employee may also be determined to be "under the influence of alcohol" for purposes of this policy if the employee has a breath alcohol concentration (BAC) of 0.04 or higher. Employees who violate this policy will be subject to disciplinary action including possible termination. DOT regulated employees or District employees performing safety-sensitive functions or those with access to safety/sensitive areas will be prohibited from access or performance of such duties if ~~his/her~~their breath alcohol concentration is at or above 0.02 – 0.039.

Use of Prescription & Non-Prescription Medication

Employees must notify ~~his/her~~their supervisor ~~upon~~ before entry to the work area, when using any medication that may limit ~~his/her~~their ability to perform ~~his/her~~their job. Such notification may be confidentially given. Verification of any and all medication

may be required. Where prescription medication is involved, verification may include the employee submitting a prescription copy of a physician's statement showing medication required and dates of use. Failure to report the use of medication or failure to verify the use of medication may result in disciplinary action including possible termination.

Drug or Alcohol Violations

Employees are required to notify ~~his/her~~their supervisor or Human Resources immediately upon ~~his/her~~their next reporting for work of any alcohol or drug-related arrest, conviction or administrative action.

In deciding what action to take, the employee's supervisor/ department ~~d~~Director, Human Resources Leadership, the ~~Senior Vice President and Chief Operating Officer~~appropriate executive leader, and the President/CEO will take into consideration the nature of the charges, the employee's present job assignment, the employee's record with the District and other factors relative to the impact of the employee's conviction or no contest plea upon the conduct of the District. The District complies with ~~the EEOC's guidelines~~applicable law regarding criminal arrests and convictions and will consider all arrests and convictions on an individual basis as the arrest or conviction relates to the employee's job.

Duty to Report Employee Drug & Substance Abuse

Employees must immediately report violations of these policies by other employees. Any employee who, in good faith based on reasonable suspicion, reports an alleged violation of this policy, or any supervisor who investigates or acts in good faith based on reasonable suspicion, shall not be harassed, retaliated against, or discriminated against in any way for making reports or participating in any investigation or action based thereon. To the extent possible, the reporting of employee drug and substance abuse will be kept confidential, if confidentiality can be maintained without impeding the investigation process.

Confidentiality

All information, interviews, reports, statements, memoranda, and drug or alcohol test results, written or otherwise, received by the District through the drug and alcohol testing program will be kept confidential. Also, laboratories, employee assistance programs, drug and alcohol rehabilitation programs, and their personnel who receive or have access to information concerning drug test results shall keep all information confidential. Unless compelled by a hearing officer, regulatory auditor or inspector, court, professional or occupational licensing board, information regarding drug testing may be released only by the voluntary written consent of the person tested.

Nothing in this provision shall be construed to prohibit the District or laboratory conducting a drug test from having access to employee drug test information when information is relevant to a defense in a civil administrative matter and when necessary for employment decisions affecting an employee.

Pre-Employment Drug Testing

It will be the policy of the District for all applicants who are being considered for employment to undergo screening for the presence of Drugs. All applicants must successfully complete a pre-employment drug testing after a conditional offer of employment has been made. An applicant who refuses to take the test or whose test results are confirmed positive, adulterated, substituted, or invalid will be denied employment at that time, but may apply for employment with the District after one (1) year.

The job applicant has the right to consult the Airport designated Medical Review Officer (MRO). The Human Resources Department maintains current contact information of the Medical Review Officer for technical information regarding prescription and non-prescription medication and the possible affect these drugs may have on the outcome of the drug test. If the job applicant is using prescription or nonprescription medications, which may affect the outcome of a drug test, ~~he/she~~they must report the use when contacted by the MRO who reviews and establishes the final result status of all drug tests.

Employee Drug/Alcohol Testing

The District will maintain drug and alcohol testing practices to maintain a drugfree workplace and identify employees who are working under the influence of drugs or alcohol.

The District testing practices will include testing for the following reasons:

1. Reasonable suspicion will be conducted when a trained department head and/or supervisor and/or designee observes indicators of drug or alcohol abuse or drug or alcohol possession, which may include:

   • Direct observation of drug use possession (including related paraphernalia).

   • Abnormal conduct~~, poor work performance,~~or direct observation of drug use or unauthorized alcohol use.

• Involvement in ~~A~~an on-the-job unsafe practice that endangers the employee or others or risks significant property damage to county or others' property.

• When an employee's observed behavior is significantly abnormal or indicative of impairment.

• When there is evidence that an employee has used, possessed, sold, solicited or transferred drugs while working or while on District property, or while operating District vehicles, machinery or other equipment.

• Employee's observed physical appearance or condition (smell, slurring speech, stumbling, or impaired gait, etc.) indicates potential use of alcohol or drugs.

• Information that is provided by reliable and credible sources and has been independently corroborated.

• Evidence that the employee tampered with a previous drug test.

2. Follow-up testing designated by the Substance Abuse Professional for up to five (5) years after a voluntary admission or an employee who tests positive for alcohol or illegal drugs, and fully completes a required drug or alcohol rehabilitation program.

3. Post-accident testing will occur for those employees involved and for whom the investigation by a supervisor or designee indicates that the employee's performance, behavior or physical condition did or may have contributed to the accident.

Testing will always occur following:

a. Any ~~serious~~ workplace or work-related accident that causes a fatality,

b. Any workplace or work-related accident that ~~R~~results in injury to any individual requiring immediate removal to a medical facility for treatment,

c. Any workplace or work-related accident that caused damage.

4. The District will always test employees transferring into a position regulated by the FAA or FMCSA, as required by the DOT, prior to the transfer.

5. The District reserves the right to conduct random drug and alcohol ~~-~~testing of all employees in Non-DOT regulated positions. All employees in DOT regulated

positions will be subject to random drug and alcohol test~~ed~~ in accordance with DOT regulations.

6. Return to Work: An employee who was suspended for a positive alcohol/ drug test, under District authority, may be returned to active duty, depending on job availability, when the District receives a return-to-work authorization from the District approved Substance Abuse Professional and the employee provides a negative return-to-work test.

Employees who are directed to submit to a drug and/or alcohol test and refuse to do so are in violation of this policy and will be subject to discipline including possible termination. Likewise, if the test results are confirmed positive, the employee will be in violation of this policy and subject to discipline including possible termination. Employees are also subject to disciplinary action, up to and including termination, for falsifying, tampering with, or altering a drug test.

Reasonable Suspicion Procedures

Reasonable suspicion will be conducted when a trained department ~~d~~Director and/or supervisor and/or designee observes indicators of drug or alcohol abuse or drug or alcohol possession.

The supervisor will request another supervisor's (trained employee and/or Human Resources~~HR~~) opinion (both supervisors must agree) prior to requesting an employee to take a reasonable suspicion drug/alcohol test. This will not be construed as an opportunity for an employee to delay testing. Employees may not operate District vehicles or equipment after being notified that a reasonable suspicion test is warranted. Additionally, employees believed to be under the influence or impaired for any reason shall be tested at a medical facility designated by the District. Under no circumstance is the employee to drive ~~him/herself~~themselves. Following the testing, the employee will be transported home at the District's expense, or provided the opportunity to contact a non-employee for a ride. The employee will be informed that the law enforcement authorities shall be notified of ~~his/her~~their vehicle license number if the employee insists on driving. At least two district representatives must accompany the employee to the testing facility.

Employees who test negative will be transported back to the District and will remain on paid status for the completion of the shift or if normal work hours are exceeded, until leaving the normal place of work. Employees whose tests are not immediately available will be transported from the test site to ~~his/her~~their residence at the District's expense, or be provided the opportunity to contact a non-employee for a ride.

Random Testing

All employees will be subject to being selected for random drug/alcohol testing on an unannounced, random basis throughout the year. Employees may be selected for either drug testing alone or both drug and alcohol testing. Selection will be done by a third party. Every employee will have an equal chance of being selected every time a selection is made. Employees will be notified of ~~his/her~~their selection during the shift and will be expected to submit at that time to the drug/alcohol testing. Employees need not be escorted by supervisors to the testing site. Random testing selection rates will be in accordance with DOT regulations, for both DOT and non-DOT regulated employees.

Refusal to Test

Refusal or failing to submit an adequate specimen for drug or alcohol testing or specimen tampering during specimen collection, as defined by the Medical Review Officer (MRO), ~~constitutes insubordination and~~ will be treated as if the employee has tested positive. The employee will be subject to discipline up to and including termination.

Refusal to test includes, but is not limited to:

- Refusing to take a drug or alcohol test
- Tampering with or attempting to adulterate the specimen or collection procedure
- Not reporting to the collection site in the time allotted
- Providing knowingly false or inaccurate information
- Leaving the scene of an accident or incident without a valid reason, after being instructed to submit for a drug and/or alcohol test

Confirmation of Drug Test

The District will perform a confirmation test on any positive test result for an employee under this policy, and the District will provide for the administration of a second breath alcohol test no sooner than fifteen (15) minutes or later than thirty (30) minutes of the first test. When an employee receives a positive test result, the District will notify the employee in writing within twenty-four (24) hours of the positive test result.

Challenge of a Positive Drug Test

An employee who receives confirmed positive test result may request a retest of the same sample by notifying the District's MRO within seventy-two (72) hours of the

MRO's notification to the donor of the positive test results. All retesting costs are the direct expense of the employee/individual requesting the retest of the samples.

Drug/Alcohol Testing Procedure

Drug and alcohol testing shall be conducted in strict accordance with federal regulations to ensure accurate, reliability, and confidentiality. Testing records and results will be released only to those authorized by the federal drug and alcohol testing rules to receive such information. The District will make every appropriate effort to protect the employee's privacy and dignity during the sample collection, testing and notification process.

1. The District will determine for non-DOT regulated employees, which drugs the test will be performed and the cutoff levels at or above which a test result will be considered positive proof of drug and/or alcohol usage. All DOT regulated testing will comply with the federal drug and alcohol testing procedures and federal chain of custody or alcohol test forms. All chain of custody forms (non-DOT or DOT) may be electronic.
2. If an employee refuses to consent to testing, fails to appear for testing, tampers with the test, or otherwise fails to cooperate with the testing procedure, t~~h~~ey will be considered to have refused testing, be in violation of this policy, and will suffer the same disciplinary action as a confirmed positive drug or alcohol test.

Disciplinary Action

If an employee tests positive, the District shall immediately place the employee on personal leave. If there is insufficient accrued personal leave, the employee will be placed on leave of absence without pay. The purpose is three-fold:

1. To prevent the employee from endangering co-workers, the public or ~~himself/herself.~~ themselves.

2. To determine the appropriate disciplinary action to be taken under the particular circumstances.

3. To comply with Department of Transportation (DOT) requirements found in separate DOT regulations, as appropriate.

Violation of this policy will subject employee to disciplinary action up to and including immediate termination. The determination of what disciplinary action is appropriate for violation of this policy rests solely with the District. Discipline may be based not only on the violation of this policy, but also on prior poor performance, workplace misconduct,

other rule or violations, and any other factors which the District determines to be relevant. This policy in no way implies or creates any contract or obligation to follow any particular procedure.

Referral to Employee Assistance Program

An employee who has tested positive and who has been referred to the Employee Assistance Program or other appropriate treatment program and who refuses this referral ~~shall~~ will generally be terminated ~~for cause~~immediately. Nothing in this policy guarantees an employee the opportunity for a referral to the Employee Assistance Program. The District shall determine the appropriate disciplinary action, and whether an employee will be provided the opportunity for referral to the Employee Assistance Program, under the particular facts of each case.

An Employee who accepts treatment must understand ~~he/she~~they ~~is~~ are required to complete such program. Failure to do so will generally result in immediate termination ~~for cause~~.

An Employee who completes treatment will be required to furnish proof of such completion to Human Resources.

Voluntary Request for Treatment

The District maintains an Employee Assistance Program (EAP) which provides help to employees who suffer from alcohol or drug abuse or other personal or emotional problems which may affect the workplace. Employees with such problems may seek confidential assistance from the EAP or other community resources before drug or alcohol problems lead to disciplinary action, which can include discharge for a first offense. Information about self-referral to the EAP is confidential and will not be disseminated without the employee's consent. An employee is not subject to discipline solely as a result of a self-referral to the EAP for treatment; however, use of the EAP or other community resources will not shield the employee from disciplinary action for a violation of the District's Drug-Free Workplace policy if such violation comes to the District's attention through other means, such as direct observation, poor performance, drug testing, etc.

An employee in this category shall be placed on personal leave. If there is insufficient accrued personal leave the employee will be placed on leave of absence without pay. The District also reserves the discretion to determine to reassign an employee during referral to the EAP. If it is necessary for an employee to miss extensive time away from work while enrolled in an EAP, the employee has no guarantee of job protection while in the EAP program.

The employee must understand ~~he/she~~they ~~is~~ are to complete the treatment program and will be required to furnish proof of such completion to Human Resources.

Approval & Update History:

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November 14, 2022

September 16, 2024

September 21, 2026

Section 203.05 – Vehicle & Driver Safety

Objective

This policy addresses assignment of District vehicles for business use, for home-to-work commuting and after-hours use, the use of personal vehicles for District business, mileage allowances, general motor vehicle safety expectations, and reporting requirements for District vehicle/equipment operators.

Assignment of District Vehicles for Operational Considerations

Vehicles provided or assigned to District employees, at all times, remain the property of the District and the employee's use of the vehicle shall be at the sole discretion of the District, subject to change at any time. District employees are responsible for the care and maintenance of the vehicle and may be responsible for any damage. Drivers are responsible for the safe use and operation of the vehicle at all times, including the conduct of passengers.

~~District vehicles may be assigned to specified employees on a 24- hour basis when that person is responsible for responding to emergency situations.~~ Assignments must be authorized by the President/CEO or designee and may be authorized on a continuous basis or a specified period of time. Under no circumstance will anyone other than an authorized District employee be assigned a District vehicle.

Assignment is authorized under this policy when:

1. There is considerable workday usage of the vehicle

~~2. The employee is frequently called out to duty during off-hours for emergency response, or~~

~~3~~2. The vehicle is equipped with a radio, weapon, or other equipment that cannot reasonably be kept in a personal vehicle.

Each employee authorized a vehicle assignment under this policy must maintain a record of after-hours vehicle use including dates, miles driven and the event or reason for the trip. The record shall be maintained at the department level and approved by the department Director or designee on a periodic basis as determined by the Finance Department. Employees are also required to provide proof that they possess a valid motor vehicle's license.

Insurance

All District owned/leased vehicles have the appropriate insurance coverage.

Use of Personal Vehicles for District Business

District employees are authorized to utilize personal vehicles for business travel purposes subject to the following requirements and conditions:

1. Use is subject to the approval of the department Director or designee. Employees may be required to utilize a District vehicle based on cost or safety considerations. Authorization to use private vehicles may be given on a trip-by-trip or standing approval basis. Upon request, employees are required to

provide proof that ~~he/she~~they ha~~s~~ves a valid motor vehicle operator's license and proof of current vehicle liability insurance.

2. Private vehicles being used for District business are considered official vehicles and must conform to the following requirements:
    a. The vehicle must meet the legal requirements to operate on a public highway.
    b. The vehicle must be in sound mechanical condition and present no safety risks.
    c. Reimbursements and allowances for the use of personal vehicles while conducting District work will be set by the District. Reimbursements and allowances may be adjusted from time to time at the sole discretion of the District.
    d. Drivers are prohibited from reading, dialing, surfing the internet, manually writing, sending a message on an electronic wireless communication device, or otherwise holding a wireless communications device ~~to his/her ear~~ while the vehicle is moving. Exceptions to this section include: using a wireless communications device in the hands-free mode, using devices to report illegal activity or medical aid or other emergency assistance or prevent injury to a person or property, using hearing aids. Hands free mode means the use of a wireless communication device with a speaking phone, headset, or earpiece.
    e. Employees must obtain approval from ~~his/her~~their immediate supervisor to transport District property in ~~his/her~~their personal vehicle. If the District equipment is damaged or stolen while in transit, the responsible employee must file a police report. The employee will not be financially responsible for replacing the damaged or stolen equipment. However, if the District determines that the damaged or stolen equipment was the result of lack of judgement, the employee may be held responsible for ~~his/her~~their actions.
3. Documentation in the form of receipts, log entries, etc. may be required in order to receive reimbursements and/or allowances.
4. Any employee that receives an auto allowance and/or is eligible to use ~~his/her~~their personal vehicle for District business is required to provide valid proof of auto insurance coverage to Human Resources.

District Vehicles & Equipment

Vehicles provided or assigned to District employees, at all times, remain the property of the District and the employee's use of the vehicle shall be at the sole discretion of the District, subject to change at any time. District employees are responsible for the care and maintenance of the vehicle/equipment and may be responsible for any damage.

Any maintenance problems must be reported to the employee's immediate supervisor or designee immediately. If maintenance problems exist, cease operating the vehicle/equipment until authorized to do so.

Use of District Vehicles for Personal Business

Employees using District vehicles on a continuing assignment or trip-by-trip basis are prohibited from using vehicles for personal business except as provided herein. Unauthorized personal use of a District vehicle may result in disciplinary action, up to and including termination.

1. Employees and the manager should exercise reasonable judgement regarding use of a District vehicle for personal purposes. Personal use of a District vehicle may be permitted, subject to the approval of the applicable department Director or designee, where the use serves the District's interests, results in negligible expense and/or is justified by compelling circumstances and doesn't pose a "bad appearance" even if on personal time.

2. Prohibited personal use of a District vehicle includes:

    a. Personal trips or route variations for personal purposes that add significant mileage to the otherwise shortest distance of the business travel.

    b. Use of the vehicle to transport or store personal equipment.

    c. Transporting unauthorized passengers for non-business-related purposes.

3. With authorization, using a District vehicle for personal use may include, but is not limited to:

    ~~a. Transporting other District employees, officers, or agents provided the travel is for business purposes.~~

    b. Transporting non-employees such as volunteers, community or business representatives.

    c. With advance approval of the department Director or designee, immediate family members of employees may ride in, but may not drive,

district owned/leased vehicles unless an emergency occurs and the employee cannot drive safely.

Incidental Travel & Stops

Employee drivers should remember that public perception of District employees is important and influenced by how and where the public observes District vehicles being used. Employee drivers should not make incidental stops at locations the public may perceive as inappropriate. Examples are gaming and sports venues, liquor outlets, and other locations where it is unlikely that any District business or allowable incidental use is involved.

Employees are not permitted to use District vehicles for personal purposes unless approved. Some exceptions to this rule are:

Incidental stops – examples are stops at a restaurant for a meal, an automatic teller machine (ATM) or financial institution, urgent care or emergency room, gas station or convenience store, pharmacy, grocery store, school activity for employee's child(ren) while in route to/from work, school drop off/pick up for employee's child(ren) while in route to/from work, fitness center or other locations to purchase goods or conduct activities necessary for the employee's health and well-being.

Use of District Vehicles by Other Individuals

Use of District vehicles by temporary employees or volunteers requires authorization from the department Director and Human Resources. Temporary district employees and volunteers are subject to the applicable provisions of this policy, including providing proof of a valid driver's license.

Permitted & Prohibited Use of District Vehicles

The following guidelines govern District vehicle use:

1. Unless otherwise permitted by a department Director, vehicles shall be locked when unattended with the engine turned off and keys/key fob's are not permitted to be left in the ~~ignition~~car.

2. All drivers and passengers in District vehicles must comply with all motor vehicle laws of the city/state/county in which the vehicle is operated, including seatbelt and cell phone laws.

3. Drivers must abide by the applicable state's Hands-Free and Distracted Driving laws. ~~are prohibited from reading, dialing, surfing the internet, manually writing, sending a message on an electronic wireless communication device, or holding a~~

~~wireless communications device to his/her ear while the vehicle is moving. Exceptions to this section include: using a wireless communications device in the hands-free mode, using devices to report illegal activity or medical aid or other emergency assistance or prevent injury to a person or property, using hearing aids. Hands free mode means the use of a wireless communication device with a speaking phone, headset, or earpiece.~~

4. Drivers are personally responsible for the cost of all traffic citations, parking tickets, etc. Passengers are personally responsible for the cost of any traffic citation ~~he/she~~they may receive while riding in a District owned/leased vehicle (i.e. seatbelt, throwing object from vehicle).

5. No person may use a District vehicle, or permit the use of a District vehicle, in the following prohibited manners:

a. Reckless driving or speeding or intentional violation of any traffic law or regulation.

b. The driver is impaired by fatigue or any other known mental or physical condition that affects the safe operation of the vehicles.

c. The driver is impaired because of prescribed or over-the-counter medications or drugs that causes or results in adverse side effects (e.g. drowsiness or impaired reflexes or reaction time). As described in Section 203.00 Drug-free Work Place, employees are responsible of informing ~~his/her~~their immediate supervisor of the possible side effects of the drug and the expected performance and expected duration of its use.

d. Tobacco use (smoking and non-smoking products, including the use of e-cigarettes and vaping devices) is prohibited in District-owned/leased vehicles. This does not include smoking in personal vehicles used for District related business, unless also transporting others at the same time.

e. Transporting non-District employee passengers, including family members, is not permitted unless authorized by the employee's department Director.

f. Permitting non-authorized individuals to drive a District owned/leased vehicle, unless it is for an emergency purpose.

g. Use for personal gain, such as delivering goods and services.

h. Modifications including affixing signs, stickers, antennas, bike racks, ski racks, etc. Modifications to District vehicles may be undertaken only with the prior written consent of the department ~~d~~Director.

i. Transporting animals is allowed only with prior written consent of the department Director (excludes transportation and use of canines or other animals by the Police Department).

j. Hauling loads that exceed the structural capacity of the vehicle and that could cause damage to the vehicle.

k. Use of trailer hitches and towing unless approved by the Fleet Services Supervisor. Hitches must be rated for the anticipation load and must be installed by the Fleet Services Supervisor or designee.

l. Installation or use of any radar or speed detection devices.

m. Transporting hitchhikers.

n. Personal bicycles transported inside vehicles unless a wheelchair or personal assistance devices as part of one's necessary equipment under ADA or from a medical professional.

o. Use for vacations, side trips or any other use not expressly authorized by this policy or by the department ~~d~~Director.

Driver's License Requirements

To operate a motor vehicle for business purposes employees must provide proof of a currently and valid driver's license (to include a Commercial Driver's License (CDL) verification where required) to be validated and verified by the Human Resources Department.

Employees required to maintain a valid driver's license as a part of ~~his/her~~their job, must notify ~~his/her~~their immediate supervisor within seventy two (72) hours of any traffic violation, except parking violations. A driver must notify ~~his/her~~their employer, regardless of the nature of the violation or the type of vehicle which was driven at the time. The supervisor is then responsible for notifying Human Resources within twenty-four 24 hours.

Employees must notify ~~his/her~~their immediate supervisor if ~~his/her~~their driver's license is suspended, revoked, canceled, or if ~~he/she~~they ~~is~~ are disqualified from driving. The notification must be made by the end of the next calendar day following receipt of the

notice of the suspension, revocation, cancellation, lost privilege or disqualification. The supervisor is responsible for notifying Human Resources within twenty-four 24 hours.

Failure to have a valid and current driver's license, or ~~not~~the failure to report license status changes or a conviction of a traffic violation as required by the policy, may be grounds for discipline up to and including immediate termination or loss of driving privilege.

Driver Disqualification & Review

District employees, applicants and other authorized persons of the District may not drive a District vehicle if ~~his/her~~their driving record reflects any of the following conditions within the last thirty-six (36) months:

1. Three or more moving violations and/or three or more at fault accidents. The moving violation occurs when the citation is issued, not when the final court decision is made.

2. A conviction of driving while intoxicated or driving under the influence (DUI).

3. Suspension or revocation of driver's license.

4. Any change in status of an employee's driver record resulting in disqualification or the failure to report such change may result in revocation of the privilege of driving a District vehicle and/or District Equipment and/or discipline up to and including termination.

5. ~~Or i~~If deemed uninsurable by the District's insurance carrier.

The District may periodically check motor vehicle reports for employees who are required to have a valid driver's license and are authorized to drive District vehicles/equipment.

Accidents & Citations

Employees are fully accountable to operate vehicles on District business in a legal, safe and prudent fashion and are subject to appropriate corrective action for failure to do so, up to and including termination.

1. Employees shall immediately report all traffic accidents and/or damage to ~~his/her~~their vehicle to ~~his/her~~their immediate supervisor while operating a personal or District owned/leased vehicles while on District business. In addition to any state required accident reports, employees shall complete a vehicle accident report no later than the first business day following the day of the accident.

2. In the event that an employee ~~has~~ is involved in a motor vehicle accident while off-property on District business, at the supervisor's discretion the employee may be required to submit to a postaccident drug/alcohol screen.

3. Citations (including parking violations) are the responsibility of the vehicle operator. Passengers shall be responsible for any citations ~~he/she~~they receive~~s~~. Citation fines shall be paid promptly by the offending employee. The District will provide the appropriate authority with the names of employees assigned to District vehicles that are observed violating traffic laws via any automated traffic enforcement device.

4. Employees shall report moving violation citations that occur while operating a vehicle for District business within the first business day of the issuance of the citation.

Vehicle Incident Reporting Guidelines

The following procedure will be followed when there is an incident involving a District vehicle, including trailers, Ground Service Equipment (GSE) or other mobile equipment, or a personal vehicle being used for District business.

1. Stop vehicle, turn off engine, and use flashers or warning lights. The employee should not attempt to move the vehicle unless authorized to do so by an appropriate law enforcement official.

2. If off District property, call 911 - even if there are no injuries. When the police arrive, cooperate and tell them what occurred.

3. If on District property, call the AOC for additional instructions.

4. An effort should be made to secure the names, addresses, and telephone numbers of any witnesses.

5. Employees should cooperate with law enforcement but should not admit, make statements about, or express opinions regarding liability.

6. As soon as possible, the driver must contact ~~his/her~~their supervisor to report the incident.

7. All District employees involved in the incident must complete an Employee Incident form whether or not an injury was sustained and immediately notify their supervisor and ~~HR~~Human Resources. Take photographs at the scene. The Employee Incident form must be provided to Human Resources within 24 hours.

8. Post-accident alcohol and controlled substance testing may be required.

Approval & Update History:

September 9, 2019

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September 16, 2024

September 21, 2026

Section 203.06 – Inspection of Property

Objective

While the District respects your privacy, for security purposes, the District maintains the right to inspect lockers, vehicles, desks, file cabinets, other District property, and personal property used by District employees to the maximum extent permitted by applicable law.

General

District property must be kept clean and is to be used only for work related purposes. The District reserves the right to inspect all District property without prior notice to the employee and/or in the employee's absence.

Prior authorization must be obtained before any District property may be removed from the premises.

A District employee's personal property, including but not limited to, toolboxes, packages, purses, clothing, vehicles, or any other personal property on District premises, at District functions, or used for District purposes, may be inspected or searched without prior notice to the employee and/or in the employee's absence, subject to and in accordance with applicable law.

Employees are expected to cooperate with any investigation and consent to a search as a condition of continued employment, and refusal to do so may result in disciplinary action up to and including ~~-~~immediate termination of employment, unless applicable law requires otherwise.

Approval & Update History:

September 9, 2019

September 21, 2026

Section 203.07 – Workers' Compensation

Objective

The District provides workers' compensation insurance benefits to all employees who experience an injury or illness that arises out of the course and scope of employment. Workers' compensation insurance provides six basic benefits: medical care, temporary disability benefits, permanent disability benefits, supplemental job displacement benefits or vocational rehabilitation, and death benefits. Entitlement to workers' compensation benefits is controlled by applicable law. Employees are required to immediately report all work-related accidents, injuries and illnesses, no matter how minor (if immediate reporting is not practicable, the employee must report the matter as soon as possible).

Eligibility

This policy applies to all District employees who are involved in an accident/incident and/or experience an injury or illness that arises out of the course and scope of employment.

General

All work-related accidents, incidents, injuries, or illnesses involving employees, even those that are not serious or do not result in injuries, must be immediately (or as soon as feasible) reported to the employee's immediate supervisor or department Director. Employees who experience a work-related accident, incident, illness or injury will be required to complete the appropriate forms and cooperate with the District in complying with its recording, reporting and investigation obligations.

The supervisor or designee should immediately inform Human Resources of the accident, incident, injury, illness.

Human Resources will help the employee and the employee's supervisor arrange for appropriate medical treatment.

Neither the District nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social or athletic activity arranged by the District.

If the work-related accident, incident injury or illness results in the employee being placed on a leave of absence, the District's various leave policies will apply to that absence. The District strives to bring employees back to work as soon as possible

following a work-related accident, incident, injury or illness. Current positions can be modified to fit an injured employee's medical restrictions by modifying workstations, altering specific tasks or reducing hours. If this is not possible, temporary transitional jobs may be made available either with the employee's department or through a temporary assignment with another department. Thus, while employees are on a leave of absence, they are required to stay in contact with ~~his/her~~their immediate supervisor and Human Resources regarding the expected return to work date. An employee's refusal to accept a light-duty offer may result in a loss of worker's compensation payments.

- The supervisor and the department Director shall complete the Employee Incident form that a workplace injury or illness was reported and submit within 24-hours to Human Resources of the notification.
- An employee sustaining an injury which requires absence from work, for seven (7) calendar days or less, will be required to use accrued sick time at ~~his/her~~their regular rate of pay for the absence.
- Employees out on workers' compensation leave must follow normal call-in procedures.
- Employees on workers' compensation will be required to submit periodic documentation of continued disability and inability to work.
- Employees ~~will~~ are required to obtain a medical release from the attending physician in order to return to work.
- Workers' Compensation is not a form of leave, it is an income replacement benefit. An employee receiving workers' compensation benefits should apply for leave under applicable District policies, and the receipt of such benefits shall run concurrent with FMLA leave.

Workers' compensation fraud is a punishable crime. The District values integrity and has a "zero tolerance" policy for fraud. Offenders may be prosecuted. If you think you see fraud happening, tell a supervisor or manager right away, or call Human Resources Leadership at (864) 848- 6298~~71~~. Your tip will be investigated and kept strictly confidential.

Approval & Update History:

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September 21, 2026

Recruitment, Selection, & Appointment

Section 204.01 – Recruitment, Selection, & Appointment

Objective

The District is an Equal Employment Opportunity Employer. The District believes that hiring qualified individuals to fill positions contributes to the District's overall strategic success. In hiring the most qualified candidates for positions, each employee, while employed, is hired to make significant contributions to the District. Applicants are recruited on the basis of experience and job requirements.

Recruitment of candidates for open positions will be done in a manner to ~~assure~~ensure all segments of the public have the opportunity to apply and be considered for such positions. The Human Resources Department is responsible for placing all recruitment advertising.

All job announcements shall indicate the District is an Equal Opportunity Employer.

Positions for the Police and Fire Departments shall conform to state requirements and qualifications established by the South Carolina Criminal Justice Academy and the South Carolina Fire Academy.

Job Postings

All job postings will be posted for a minimum of seven (7) days and until the job is filled. Open positions are communicated through job postings on the District's website, paid advertisements, public service notifications, notifications to community organizations, ~~veterans/minority/female-centered websites,~~ public job boards and any other means deemed necessary by Human Resources. The District also complies with the Federal Affirmative Action job posting regulations.

If specific minimum qualifications or specific credentials are listed as being required (as opposed to preferred) in the advertisements, an offer of employment or appointment can only be made to individuals who fulfill these requirements.

Internal applicants should follow the internal transfer guidelines as outlined in this policy. In the event there is a separation of service, the employee upon reinstatement or re-employment will begin earning benefits as a new employee.

Waiver of the Posting Requirements

Under limited circumstances, waivers of the posting requirements for position vacancies may be considered. The VP – Chief Human Resources Officer ~~and the President/CEO are~~is authorized to approve waiver requests under the following circumstances:

- The offer of employment is extended to someone identified from an existing applicant pool developed in response to a recent posting (less than three months prior to identification of the need for another position) for the same job title or a position with significantly similar job duties, responsibilities, and qualifications. In order to qualify for a waiver of the posting policy, the existing pool must meet specific criteria. Factors taken into consideration in evaluating the existing applicant pool include the representation of women and minorities in the pool; the date the pool was established; and the similarity in responsibilities between the posted position and the new request.

- The vacancy is for a full-time or part-time position, not to exceed six months. However, if permission is subsequently granted to fill the position on a permanent basis, a search will be required. Therefore, if the hiring manager believes that such an eventuality is possible, ~~he or she~~they should conduct a search to fill the temporary vacancy.

Guidelines

All applicants for positions shall complete the District's employment application. All applications shall be signed by the applicant attesting to the truth of all statements contained in the application form. Electronic signatures are allowed.

All offers of employment are contingent upon successful completion of position applicable post offer pre-employment checks (i.e. background check, motor vehicle check, drug test, etc.). All post offer pre-employment checks require the documented consent of the applicant.

All positions require a background check, and a signed authorization form must be submitted. A pre-employment post-offer, medical examination may be required to determine fitness to perform the duties of the position, if such an examination is required for all employees/candidates in the same job classification.

The District may reject any application, or applicant, and not consider the applicant for employment when the following has been determined:

A. The application was not received on or before the closing date established for receiving applications.

B. The applicant lacks any of the required qualifications set forth in the announcement.

C. Internal applicants have an active disciplinary action at the Written Warning level or above, are on a Performance Improvement Plan (PIP) in the personnel file or did not follow the Internal Transfer Guidelines.

D. The applicant intentionally falsified or failed to fully complete the application form.

E. The applicant was previously employed by the District and was dismissed for cause or resigned not in good standing.

F. The applicant fails to pass post-offer pre-employment background/drug checks/testing.

Transfer Guidelines

The District is committed to providing career opportunities for all employees to improve employee development and career progression. To support this objective, it is essential that employees have the opportunity to transfer within the District. As an Equal Opportunity Employer, the District is committed to hiring the most qualified individuals for all positions.

Eligibility

• For an employee to be considered eligible for a transfer outside of their current department, the employee must meet the following criteria: have worked for their current department for at least six (6) consecutive months.

• have acceptable job performance records (no active disciplinary notices on file at a Written Warning level or above or are not on a Performance Improvement Plan).

• meet the minimum qualifications outlined in the job posting.

• have communicated interest in the position to ~~his/her~~their current supervisor.

• complete an application online, which should include most recent District employment.

If an employee is applying to transfer within their current department, to include promotion opportunities, they must meet the following criteria:

- have acceptable job performance records (no active disciplinary notices on file at a Written Warning level or above or are not on a Performance Improvement Plan).
- meet the minimum qualifications outlined in the job posting.
- have communicated interest in the position to ~~his/her~~their current supervisor.
- complete an application online, which should include most recent District employment.

Internal applicants are strongly encouraged to apply during the first seven (7) days of a posting to receive early consideration for the position.

Promotions

Promotions are granted in special cases where performance level justifies upward movement. This promotion must be demonstrated to be in the best interest of the District.

Written justification shall include:

- An explanation of the applicant's qualifications as compared to the job requirements.
- An explanation as to why the competitive process is not considered beneficial to the District.
- Employees shall not be eligible for merit promotion or be eligible for competitive promotion during the introductory period.

The District reserves the right to promote employees from within without seeking candidates from the public to fill a vacant position.

Demotions

A demotion is a change in class and skill level, which results in the employee falling into a lower pay range. This may occur~~s~~ when an employee is unable to satisfactorily perform the duties of the position in which ~~he/she~~they is employed. A demotion may be used within the disciplinary process. Any demotion resulting in a reduction in pay will not be effective until after seven (7) days written notice has been provided to the employee in accordance with South Carolina law.

Employee Referral Bonus Program

The District takes great pride in its recruitment and selection process. As a part of the District's recruitment and selection program, the District has an Employee Referral Bonus program. If an individual referred by a current eligible employee is hired, the referring employee can receive a referral bonus as outlined on the Employee Referral Form.

All District employees, except those at a Supervisor level and above, Human Resources personnel, family members as defined by Section 204.02 (Employment of Relatives) of the referred candidate, and anyone involved in the interview process, are eligible for the referral bonus.

The referral must represent the candidate's first contact with the District and cannot have previously applied for the position.

Temporary, contract and former employees of the District who have worked at the District in the prior twelve (12) months are not eligible candidates for the referral program.

If the referred candidates job application is received before the referral form has been received and signed by Human Resources, then the referring employee will still be eligible for the referral bonus, but only if the referring employee's name is clearly indicated on the job application as the referral source.

If the completed referral form is received and signed by Human Resources before the application is submitted, then the referring employee will be eligible for the referral bonus, whether or not the referring employee's name is identified on the application as the referral source.

The first employee to refer a candidate will be the only referring employee eligible for the referral bonus.

Only candidates who meet the qualifications for the position will be considered. All candidates will be evaluated for employment, consistent with District policies and procedures.

All information regarding the hiring decision will remain strictly confidential.

The referring employee is only eligible for a referral bonus if ~~he/she~~they ~~is~~ are employed by the District at the time of the payout. If the referring employee terminates for any reason (whether voluntarily or involuntarily) before the referral's first day of work, ~~he/she~~they shall forfeit any entitlement to a referral bonus payment and the District shall have no obligation to make such a payment to the referring employee.

All referral bonus payments will be paid as soon as administratively possible after the referred employee has begun employment. The second portion of the referral bonus payment will be paid in the paycheck following the six-month anniversary date of the referred candidate. All applicable payroll taxes will be deducted for the referral bonus payment.

Referral bonus payments will be limited, subject to availability of funds. This program may be amended or discontinued at any time.

Applicant Processing

Human Resources is responsible for coordinating all post-offer preemployment testing and checks, which may include, but is not limited to: drug testing, a background investigation, motor vehicle check, medical examination to determine fitness to perform the duties of the position, education verifications, etc. Additional checks necessary for specific positions will be coordinated by department leadership and verified with Human Resources. These checks will be arranged only after a job offer has been made and accepted.

The applicant will be notified by Human Resources of the date, time and location for the New Hire Orientation.

Any unsolicited application or resume that is not completed via the GSP website will not be accepted or considered a formal application.

The District will make every effort to notify applicants who are not selected about the closing of the position. Employment applications will remain active as long as the job posting, for which an application was submitted, remains open.

Approval & Update History:

September 9, 2019

November 14, 2022

September16, 2024

September 21, 2026

Section 204.02 – Employment of Relatives

Objective

To define a policy concerning employment and/or placement of family members of District employees, and of District contractual service employees.

Definition

"Family member", for the purpose of this policy, is defined as one of the following: relationships by blood—parent, child, grandparent, grandchild, brother, sister, uncle, aunt, nephew, niece and first cousin; and relationships by marriage—husband, wife (as defined by state law), step-parent, step-child, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, half-brother, half-sister, uncle, aunt, nephew, niece, spouse/partner of any of the above and cohabitating couples or significant others.

Guidelines

The District will consider a member of an employee's family for employment if the applicant possesses all of the qualifications for employment for the position.

A family member may not be hired, however, if the employment would:

a. create either a direct or indirect supervisor/subordinate relationship with a family member, or

b. create an actual conflict of interest or the appearance of a conflict of interest.

If, while employed by the District, individuals become related by marriage or adoption, the following policy shall apply:

- If neither individual has direct supervision over the other, both employees may retain ~~his/her~~their positions.
- Should marriage or adoption occur between a supervisor and a subordinate employee:
    - One of the employees will be required to resign or transfer.
    - If there is an open District position and both employees would not be reporting to the same supervisor, one of the employees may apply and go through the hiring process. The employee's qualifications would be considered for the position along with other qualified applicants
- In the case of no open District position(s) or the employee's qualifications do not meet the job requirements, the decision as to which party is to be terminated is the decision of the ~~President/CEO~~VP – Chief Human Resources Officer.

This policy also applies to employees within the District who may be involved in a romantic, sexual, dating, or similar close personal relationship. Under no circumstances will employees in such a ~~romantic or personal~~ relationship be allowed to be employed in a situation where one individual has direct supervision over the other. This policy applies equally to opposite-sex and same-sex relationships. If employees are engaged in or enter into a romantic, sexual, dating, or similar close personal relationship that is not prohibited under this policy, the District expects both employees to conduct themselves in a professional manner while at work. If such a relationship ever impacts the workplace or work environment, the employees must report the situation immediately to their supervisors and Human Resources so the District can take appropriate action.

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Section 204.03 – Employment Eligibility Verifications

Objective

The District complies with all laws and regulations related to verifying employment eligibility. The District is an E-Verify employer.

Guidelines

Federal law requires all employers to verify the identity and employment eligibility of all persons hired to work in the United States. Accordingly, Section 1 of Form I-9 must be completed on or before an employee's first working day and all new employees will be required to complete fully the I-9 verification process and produce the appropriate documentation within three (3) business days of starting work. All offers of employment are contingent upon a candidate's fulfillment of this requirement and a failure to do so will result in termination. Employees may not continue ~~his/her~~their employment unless Form I-9 is complete within the above timeframe. Providing falsified, counterfeit, or fraudulent information or documentation in connection with the work authorization process is prohibited and will subject the individual to (1) for candidates, discontinuation of the hiring process, and (2) for employees, disciplinary action up to and including termination.

As an E-Verify employer, the District will provide the Social Security Administration (SSA) and, the Department of Homeland Security (DHS), with information from each new employee's Form I-9 to confirm work authorization.

Approval & Update History:

September 9, 2019

November 14, 2022

September 21, 2026

Compensation, Classifications, & Salary Administration

Section 205.01 – Pay Practices, Work Hours, & Time Keeping

Objective

To establish the District policy concerning hours of work and timekeeping procedures for District employees. The District will maintain a work schedule which will assure the maintenance of an effective work force capable of performing all required functions associated with a safe and efficient facility.

The District will ensure that accurate records are maintained, and work schedules comply with Federal and State rules, regulations and laws.

Introduction of Pay Practices

Work hours are set to support the functions of the District, the tenants and the general public.

The District workweek is defined as Sunday-Saturday.

The pay period begins on Sunday, and consists of two, seven-day workweeks.

Employees are paid bi-weekly, on the Friday following the end of the pay period, unless otherwise defined by Payroll. When a payroll date falls on a holiday, employees will, when possible be paid on the last business day before the holiday.

If an employee is scheduled to start work at a given time, then ~~he/she~~they ~~is~~ are expected to actually start working at that time and not sooner without prior supervisor approval. Off-the-clock work is prohibited.

Salary Deductions & Withholdings

Some deductions from pay are mandatory, while others are voluntary. Mandatory deductions include federal income tax (withholding), State Income Tax (where applicable) and social security contributions (FICA). The amount of federal and state income tax withheld from the gross earnings depends upon the employee's salary and how many dependents ~~he/she~~they choose~~s~~ to claim each year. FICA is deducted from gross salary at a fixed rate.

All employees, excluding those in a Non-Qualified Temporary classification, are required to participate in the South Carolina Retirement System (SCRS) or Police Officers Retirement System (PORS). A percentage, as determined by SCRS and PORS program, of the employee's gross income will be deducted from each paycheck.

Wages may be garnished only when the Human Resources Department receives a legal court order, or an appropriate order from a government agency.

With the employee's authorization voluntary deductions may also be deducted. Voluntary deductions may include medical, dental and vision benefit premiums, accident and life insurance premiums, deferred compensation, donations, District property, etc.

Employee deductions for insurance premiums are determined by the coverage the employee selects. The amount of other deductions depends upon the commitment the employee wishes to make.

Individual paycheck information, which may be found in UKG, includes an itemized statement of gross pay, various deductions, net pay, and other items of importance. Employee's may also view information in UKG related to annual, sick, and other leave balances.

The District prohibits deductions from an exempt employee's salary except as allowed by the FLSA and applicable state law. Employees who believe there have been impermissible or inappropriate deductions from their pay are encouraged to bring such complaints or concerns to the immediate attention of their supervisor and/or Human Resources. The District will promptly investigate all such situations. If the investigation

reveals that impermissible deductions have been made from an employee's pay, the District will repay the employee and ensure that improper deductions from pay do not occur in the future. The District forbids retaliation against anyone for reporting in good faith alleged improper deductions from compensation. Complaints of retaliation or fears of threatened retaliation should be directed to Human Resources.

Direct Deposit

Direct deposit is a requirement of employment. With direct deposit, employee pay is automatically deposited into an account in any financial institution of the employee's choosing that is a member of the Federal Reserve Network. ~~Pay cards will be accepted as an alternative to direct deposit into a bank account.~~

Timekeeping

The District uses an electronic time tracking system called UKG to capture and record all non-exempt employee time records. The electronic time tracking system allows employees to accurately monitor and keep track of ~~his/her~~their individual time and enables the District to efficiently process employee work time and leave taken for payroll purposes.

The District's "rounding" policy for electronic time keeping devices is rounding to the quarter hour.

The District will follow the seven (7) minute rule for the beginning and end of all shifts. From 1 minute to 7 minutes in the quarter hour the employees' work time will be rounded down to the nearest quarter hour; from 8 minutes to 15 minutes in the quarter hour the employees' time is rounded up to the nearest quarter hour.

Example: Employee A clocks in at 7:53am, the time will round ~~to down~~ to the nearest quarter hour, 8am. Employee B clocks in at 7:50am, the time will round ~~up~~ to the nearest quarter hour, 7:45am.

Employee Time Reports

All federal and state of South Carolina wage and hour laws guide the utilization of the electronic time tracking system at the District. UKG electronic timekeeping system is used to record all hours worked and leave taken for personnel. These automated time reports must reflect all regular and extra duty hours worked for the payroll period (including personal leave, vacation, holidays, etc.).

Official Time of Record

Exempt Employees

Exempt employees are not required to use the UKG time keeping system to record ~~his/her~~their arrivals and departures from work, nor ~~unpaid~~ lunch breaks. Exempt employees are required to submit exceptions only. Examples of exceptions may include, vacation, sick leave, jury duty, bereavement, etc.

Non-Exempt Employees

The UKG electronic time keeping system and associated work records are the official basis for recording hours worked for all non-exempt employees of the District.

In order to ensure consistency of treatment for employees, the data recorded in the UKG system shall be considered as the "official" record of the workday for these positions.

In the event an employee has a dispute over time that was clocked in or out, they should bring it to the attention of ~~his/her~~their immediate supervisor immediately. The UKG electronic time tracking system provides a log to assist in validating times and locations of all employee swipes. Any dispute that cannot be resolved using the logs should immediately be reported to the Human Resources Department.

Daily Clock In/Out Requirements

It is a job requirement that all non-exempt employees must "clock in" at the start of the shift and "clock out" at the end of the shift. Under certain conditions (such as trainings at an off-site location, business trips, etc.) when an employee cannot "clock in" or "clock out", the employee should report time worked to ~~his/her~~their immediate supervisor so that ~~his/her~~their time worked can be manually entered. The workday begins for all employees with the first act of work.

Other requirements include:

- All non-exempt employees are assigned a work schedule, which may include unpaid lunch/meal breaks.
- The District also reserves the right to automatically deduct for unpaid lunch/meal breaks, subject to and in accordance with applicable law.
- It is a job requirement that non-exempt employees that do not have unpaid lunch/meal breaks automatically deducted, must "clock out" at the start of an unpaid lunch break and "clock in" at the end of the unpaid lunch break.
- Employees are required to "clock in" before performing any work and are not permitted to "clock out" until all work has stopped.

• Employees are expected to clock in and out at ~~his/her~~their regularly scheduled times.

• Non-exempt employees are never allowed to work "off-the-clock," as all of their hours worked must be recorded and reported (regardless of where or when such work is performed). Any non-exempt employee who works off-the-clock (and any employee who directs or encourages another to do so) may be subject to disciplinary action, up to and including termination.

Clock Locations

Time Clocks are located throughout the District in effort to make it convenient for non-exempt employees to be able to "clock in" and "clock out". Some of the locations where time clocks are located are Facilities, Maintenance Shop, Administration, ARFF station, Police department, the FBO, Cerulean Cargo, near the Information Desk break room and Operations. Employees may utilize any clock for time keeping purposes. Some departments utilize a geo fence for time keeping. Therefore, employees may utilize the UKG App when they are within the geo fence for clocking in and clocking out.

For designated employees, the ability to use the "web punch" feature is available for time keeping for unpaid lunch breaks.

Clock Problems

If an employee is unable to punch in or out because of a time clock malfunction, accidental oversight, or other reason, it is the employee's responsibility to immediately inform ~~his/her~~their immediate supervisor. In this situation, the immediate supervisor will manually correct the clock in or clock out information. Clock problems or malfunctions must be reported to ~~HR~~Human Resources for repair.

Falsifications, Tampering & Unauthorized Viewing

All employees are prohibited from intentionally falsifying any timesheet. All hours worked must be accurately recorded. Employees are prohibited from entering time for another employee or otherwise altering or tampering with a time record.

The following infractions are prohibited and will be considered severe. Due to the severity of these infractions, employees may be subject to immediate corrective action, up to and including termination.

• Recording time not actually worked.

• Failing to record time worked.

• Any attempt to tamper with timekeeping hardware or software.

- Clocking in or out or asking ~~for~~ another employee to clock on your behalf (a.k.a. "buddy punching").
- Interference with another employee's use of the UKG system.
- Unauthorized viewing of another employee's time in the UKG system.
- Demonstrating a pattern of intentionally not clocking in or out.
- Excessive missed punches.

Lunch/Meal Breaks

The length of lunch/meal breaks may vary from department to department. Managers may or may not schedule unpaid lunch/meal breaks. An unpaid lunch/meal break must be a minimum of thirty (30) minutes. No work shall be performed while on an unpaid lunch break. If an employee is interrupted during the unpaid lunch/meal, resulting in the break being thirty (30) mins or less in duration and has to perform work, then the entire break shall be paid.

Unpaid lunch/meal breaks do not follow the rounding rule and will track actual time taken for the break period. The District also reserves the right to automatically deduct for unpaid lunch/meal breaks, subject to and in accordance with applicable law.

Employees that have unpaid lunch/meal breaks automatically deducted will be notified of the automatic deduction. For these employees, in the event of any missed or interrupted unpaid lunch/meal break where work is performed, the employee is responsible for notifying ~~his/her~~their supervisor before the end of the scheduled shift, as soon as possible after the meal period is complete, so the supervisor can edit the time record in UKG to override the meal period to ensure the employee is paid appropriately.

Intentional ~~F~~falsification of a time record, to include failure to report time worked during an unpaid lunch/meal break, could result in disciplinary action, up to and including termination.

Breaks

Breaks lasting less than thirty (30) minutes are compensable.

Employees who are nursing will be provided with reasonable unpaid breaks to express breast milk as frequently as needed for up to one year after the birth of a child. The District will provide a place for the break, other than a bathroom, that is shielded from view and free from intrusion. Employees will not be retaliated against for exercising their rights under this policy.

Overtime

Overtime, whether or not scheduled in advance, shall be approved by the employee's immediate supervisor. Employees who work overtime without prior approval will be paid the required rate but can be subject to corrective action. All overtime will be calculated based on the actual hours recorded and credited to the employee as measured by the UKG electronic timekeeping system based on the hours worked in the defined work week, or for ARFF & Police the fourteen (14) day pay period.

Unreported Hours

The wage and hour laws do not permit an employer to benefit from the work of a non-exempt employee without compensating them for such work. Specifically, time spent by employees using electronic communications for work purposes will be considered time worked and this time will therefore be compensable and count toward overtime. All hours worked by non-exempt employees must be reported using the UKG electronic timekeeping system. Any time spent working while not clocked in (a.k.a. "working off the clock") is strictly prohibited. All time worked for the District must be properly recorded. Employees that under report or fail to report hours worked are subject to corrective action up to and including termination. Non- exempt employees are required to report any directive to work off the-clock to the Human Resources Department.

Examples of "working off the clock" may ~~include~~result from:

- Not clocking in or out.
- Voluntarily continuing to work at the end of regular working hours.
- Taking work home to complete on the weekend or in the evening.
- Checking/Reading/Reviewing work-related emails, text messages or listening to work-related voicemail messages while not clocked in.
- Answering phones, emails, or attending to customers while on a lunch break.

Employees conducting personal business or simply not working while clocked in may be considered "riding the clock" and could be subject to corrective action up to and including termination.

Leave

Employees who are eligible for paid leave must use the UKG application to request and receive approval for paid leave. Leave approvals must be completed by the employee and the immediate supervisor prior to the end of the pay period in order to be included on ~~his/her~~their paycheck.

Processing of Electronic Time Reports

It is recommended as a best practice, that employees review ~~his/her~~their timesheet each workday to resolve any missed punches or leave taken.

Timesheets must be approved and submitted by employees prior to leaving work the last day worked in the pay period.

Any work performed in the same pay period but after the timesheet was approved, must be resolved by Monday at noon.

Approval by an employee certifies acceptance that the time submitted to the District is correct.

The Finance Department will close the workweek in UKG according to a preset schedule to ensure that time adjustments and leave taken are properly recorded. The time clock week begins on Sunday at 12:00 AM and runs through Saturday at 11:59 PM. Managers must resolve all missed punches, reconcile and enter all leave taken, and review clock hours for staff on the Monday following the close of a pay period by 12:00 PM. The payroll deadline of Monday at noon following the close of a pay period does not change, regardless of holiday schedules.

If a manager recognizes that ~~he/she~~they will not make the 12:00 PM deadline, ~~he/she~~they must immediately notify the Human Resources Department.

Managers/Approvers

Immediate supervisors or designees are responsible for monitoring and approving the electronic time and attendance information for ~~his/her~~their department each pay period by the payroll deadline. Approval by the immediate supervisor or designee certifies that the time submitted to the District is correct. If a supervisor is unable to approve their direct reports time sheets for a pay period, the supervisor is responsible for designating another approver in their absence. If a timecard is not signed by both the employee and the supervisor by the payroll deadline, the supervisor and the employee may be subject to corrective action.

Time Clock System Audits

UKG data is subject to annual external audit and may be monitored by a third party to verify compliance. Additionally, the Finance Department in conjunction with the Human Resources Department will monitor UKG data on a regular basis and review for irregularities or patterns. Any irregularities and/or patterns will be reported to the applicable Manager and all findings will be investigated.

Approval & Update History:

September 9, 2019

March 23, 2020

November 14, 2022

September 16, 2024

September 21, 2026

Section 205.02 – Employment Compensation Plan

Objective

The District desires to maintain an Employee Compensation Plan, competitive with similar local government jurisdictions and with similar airports.

The President/CEO in conjunction with Human Resources will make recommendations from time to time for amendments to the Employee Compensation Plan, when changes in responsibilities of work, economic conditions, prevailing wage rates, financial conditions or other economic considerations indicate a need for such action.

Description of Plan

The Employee Compensation Plan is a system in which District positions are assigned pay levels based on the job duties and responsibilities, the level of work required, and the job value to the District. Rates within each level are determined by the job market and labor trends.

The Employee Compensation Plan consists of Levels, with each level having a minimum, mid-point, and maximum salary.

Employees normally are not hired at a pay rate below the established minimum level for that position. Exceptions may be trainees, intern/co-op employees, and staffing agency employees.

Administration of Plan

The Employee Compensation Plan is a system in which District positions are assigned pay levels based on the job duties and responsibilities, the level of work required, and the job value to the District. Rates within each level are determined by the job market and labor trends.

Salary increases are accomplished by merit increase, adjustments for salary inequities, promotions, or reclassifications, according to policy. Human Resources, with the approval of the Vice President and Chief Finance Officer and/or President/CEO, has the District authority to correct salary inequities.

The starting salary for exempt and non-exempt positions will not exceed the midpoint of the established salary level, unless written justification is submitted to and approved by Human Resources ~~and approved by the President/CEO~~.

Human Resources is responsible for the administration of the Employee Compensation Plan. Human Resources reviews the plan, at least annually, and establishes a time frame to consider changes during the budget process. Human Resources Leadership then presents recommendations to the Executive Team for submission to the Commission in order to maintain a competitive pay plan.

The Executive Team consist of employees designated by the President/CEO.

Human Resources is also responsible for:

- Setting salaries in accordance with the policy.
- Ensuring that employee salaries are not changed without the department Director's approval and/or notification. Department Directors are responsible for insuring that funds are available in the appropriate account for salary adjustments.
- Evaluating, revising, and updating changes in salary structure that affect the wage and salary system of positions, based on the local job market and labor trends.
- Recommending changes in the salary structure to the Executive Team for District consideration.

The President/CEO and other employees that are contract employees shall be employed and paid in accordance ~~to~~ with ~~his/her~~their contract and/or as approved by the District.

All persons shall be employed and paid in accordance with the rates established in the pay plan for the classification to which the appointment is made.

Human Resources shall have the responsibility for day-to-day administration of the plan, to include confirming that all hiring rates, salary adjustments, and other payroll changes are in accordance with the policy.

New Employee Appointment Starting Rates

The introductory period for new employee is ninety (90) calendar days as more fully described in Section 205.03. The new employee, during the initial introductory period, may be dismissed under introductory hiring without right of appeal.

Appointments below the normal hiring range may be offered when the candidate is hired as a trainee, co-op/intern or student worker.

If a candidate's training, experience or other qualifications are directly related to and substantially exceed the minimum requirements of the position, and the candidate is unwilling to accept a salary in the normal hiring pay range, and there are no other eligible candidates with comparable qualifications; the President/CEO may approve appointment at a rate not to exceed twenty (20%) percent above the normal hiring pay range.

Salary Increase

An employee may receive a salary increase by means of a ~~cost of living~~cost-of-living adjustment (COLA), merit increase, pay grade adjustment, special pay adjustment, promotion or reclassification.

Cost~~-~~-of~~-~~-Living Adjustment

An economy performance, or cost~~-~~-of~~-~~-living adjustment, may be set by the District pursuant to applicable economic indicators and fiscal restraints established by budget adoption.

When a cost of living adjustment is implemented, the pay ranges may be adjusted accordingly.

Merit Increases

The purpose of these increases is to recognize those employees who meet or exceed ~~his/her~~their job standards over a specified period of time. Merit increases are not

automatic but are ~~earned and~~ based upon documented evidence that an employee has met or exceeded a satisfactory level of performance during the rating period, together with economic conditions and other factors the District deems relevant. ~~Such evidence must be documented by a written employee performance evaluation.~~

1. An employee will become eligible for consideration of a merit increase upon completing a minimum of three (3) continuous months of service to the District. Employees with less than twelve (12) months of service will have increases prorated according to the number of months employed in the past twelve (12) months.

2. The President/CEO or designee shall determine the amount and awarding of merit increases.

The amount of any merit pay awarded shall be based on each employee's performance evaluation and the current financial condition of the District and shall not exceed the limits prescribed by the District for the fiscal year. The District retains the discretion at all times to grant or not grant merit increases based upon budgetary constraints and other business-related reasons.

Performance evaluation ratings are not subject to the grievance procedure.

Employees at the maximum of pay range are not entitled to receive a merit increase.

Longevity Payment

~~Qualified~~ Full-time ~~and Qualified Part-time~~ employees receive an annual longevity payment based on years of continuous service. Service is calculated from the latest date of employment. In the event there is a break in service, the last date of employment is used.

To be eligible for the longevity bonus, ~~[fifty percent (50%) for qualified part-time employees]~~ the employee must complete the specified number of years of service. ~~Qualified Part-time employees moving to Qualified Full-time status will receive six (6) months credit for each year of part-time service in calculating the years of service requirement. In extraordinary cases, where employment status changes between part-time and full-time, the President/CEO reserves the right to determine whether or not, and when a longevity bonus is appropriate on a case-by-case basis.~~

The following schedule of payment is used and is based on the annual salary of the employee:

Years	Qualified Full-time	~~Qualified Part-time~~

5 – 9	2%	~~1%~~
10 – 14	3%	~~1.5%~~
15+	3.5%	~~1.75%~~

The bonus payment is made by a separate direct deposit in a lump sum each year. This amount will be deposited on the pay date for the pay period that the employee's anniversary date falls within. Federal and State Income Tax, Social Security Tax, and South Carolina retirement contribution deductions are applicable.

This bonus continues accordingly to retirement date or resignation date unless otherwise amended, modified, or revoked by the District. The longevity bonus set forth in this policy is subject to modification or revocation at any time at the discretion of the District.

Pay Upon Promotion

Upon promotion, a ~~fully~~ qualified employee shall have ~~his/her~~their salary increased to at least the minimum of the normal hiring pay range of the classification to which the promotion is made or, at the discretion of the VP – Chief Human Resources Officer, ~~, at the President/CEO's or designee discretion,~~ at a rate not to exceed the midpoint. However, for any request to increase an employee's salary above midpoint of the range in which the promotion will be made, must be approved by the ~~President/CEO~~ VP – Chief Human Resources Officer. The employee's rate of pay will be determined based on their proficiency level and current salary placement in the new range at the time of the promotion.

~~Upon promotion to a trainee, an employee shall have his/her salary adjusted to a rate below the minimum of the classification based on the degree of the employee's training, experience and other qualifications are below the minimum requirements of the class, unless the employee's rate of pay is already at or above the normal hiring pay range.~~

~~The date the employee achieves the minimum of the pay range under a training schedule shall determine the anniversary date for the employee while he/she remains in that pay range.~~

Pay Upon Demotion

Upon demotion, if an employee's current salary is above the salary maximum of the new position, the employee's salary will be reduced to at least the maximum level of the new position.

Any demotion resulting in a reduction in pay will not be effective until after seven (7) days written notice has been provided to the employee in accordance with South Carolina law.

Special Adjustments

Should unusual conditions arise which would justify a pay increase not provided elsewhere in these rules, the President/CEO in conjunction with Human Resources is authorized to approve the special pay adjustment.

Exempt & Non-Exempt Employee Pay

It is the policy of the District to be in compliance with the Fair Labor Standards Act (FLSA) South Carolina State Labor Laws and to ensure that employees in exempt and non-exempt positions are classified correctly and paid appropriately.

Pay for Employees in Exempt Positions

Exempt employees routinely receive ~~his/her~~their full salary for any week in which they perform any work, without regard to the number of days or hours worked.

The District prohibits deductions from an exempt employees' salary except as allowed by the FLSA.

Permissible Deductions from Pay for Employees in Exempt Positions

- Absences of one or more full days for personal reasons other than sickness or disability when the employee has exhausted all vacation time, or the employee has requested and been approved for leave without pay.
- Absences of one or more full days due to sickness or disability when the employee has exhausted all paid leave benefits or is still in the probationary period as a new hire.
- Unpaid disciplinary suspensions of one or more full days in accordance with the District's policies.
- Deductions for unpaid leave taken in accordance with a legitimate absence under the Family Medical Leave Act.
- Deductions for the first and last week of employment, when only part of the week is worked by the employees.

Pay for Employees in Non-Exempt Positions

Hourly employees must be paid on set pay dates for hours worked within the corresponding pay period. Hours may not be banked or payment for wages delayed for hourly employees.

It is the policy of the District to adopt and implement the provisions of the FLSA as the basic overtime policy of the District. Any overtime work necessary to the continued effective operations of the District should be managed in the most efficient and economical manner possible.

Non-exempt employees are required to accurately record all time worked. Non-exempt employees are prohibited from working "off the-clock." Any non-exempt employee who is instructed to work off the-clock must immediately report the issue to ~~his/her~~their supervisor and/or the Human Resources Department. Non-exempt employees who work off-the-clock, intentionally falsify a time record, or record time for another employee will be subject to disciplinary action, up to and including termination.

Shift Differential Pay

In support of operational needs and to maintain competitive compensation practices the District may provide shift differential pay to eligible non-exempt roles.

Improper Deductions

If an employee is aware of improper deductions from ~~his/her~~their pay, this violation should be reported immediately to ~~his/her~~their Manager and/or Human Resources.

All reported or suspected improper deductions from an employee's pay will be promptly and thoroughly investigated. If the District determines that improper deductions were made from an employee's pay, the District will promptly reimburse the employee the amounts improperly deducted. The District will also ensure that improper deductions from pay do not occur in the future.

Overtime Pay

Employees, excluding certain ARFF Department and Police Department employees, in non-exempt positions are to be paid an overtime rate of one and one-half times regular pay for all hours worked in excess of the standard (40 hour) work week.

Certain ARFF Department personnel will receive an overtime rate of one and one-half times regular pay for all hours worked over 106 hours during the 14-day pay period.

Certain Police Department personnel will receive an overtime rate of one and one-half times regular pay for all hours worked over 86 hours during a the 14-day pay period.

The overtime pay provisions are for non-exempt positions only.

For purposes of computing overtime, holidays, vacation, sick leave, emergency leave, jury duty and other such absences from work (regardless of whether the employee receives pay during such absences) will NOT be counted as time worked for overtime computations.

Overtime work will be performed only with prior approval of the immediate supervisor. Overtime is to be used only to meet essential operational requirements. Non-exempt employees who work overtime without prior authorization will be paid in accordance with applicable law but will also be subject to disciplinary action, up to and including termination.

Call Back Pay

A non-exempt employee who is "Called Back" to work for a Call Back Emergency situation, with no prior notice, outside ~~his/her~~their regularly scheduled hours, shall be paid, from the time they arrive on site, a minimum of four (4) hours. If an employee works more than the minimum four hours, the employee shall be paid for all hours worked.

Call back pay shall be identified appropriately in UKG.

On Call Pay

Variable Hour Employees who do not have regularly scheduled hours will be called to work on an "as needed" basis.

Variable Hour employees will be paid for actual hours worked unless the assignment is less than four (4) hours in which case they will be paid a minimum of four (4) hours. If the job assignment requires less than four (4) hours, staff may be assigned other work assignments (i.e. fueling, GSE equipment, cleanup duties, etc.) up to the four (4) hours minimum if determined necessary by the supervisor. If the assignment is completed virtually from an off-site location, the employee will be paid for actual time worked.

On Call pay shall be identified appropriately in UKG.

Pay In Lieu of Notice

When determined to be in the best interest of the District, Human Resources may authorize pay in lieu of notice to an employee being dismissed or resigning.

Employees who are no longer in the introductory period and have obtained regular status may be authorized up to two (2) weeks' pay in lieu of notice. Employees who have not completed ~~his/her~~their original introductory period may be authorized up to one (1) week pay in lieu of notice. At the sole discretion of the President/CEO, amounts in excess of ~~two weeks~~these maximums may be authorized.

Pay Upon Termination

Employees terminating employment from the District will normally receive ~~his/her~~their final paycheck no later than on the next regularly scheduled payday following the date of termination.

Final paychecks shall include any unused vacation balance earned by the employee as of the date of termination not to exceed four hundred eighty (480) hours and subject to other limitations included herein.

Any vacation in excess of four hundred eighty (480) hours at the time of termination will be forfeited and will not be paid.

In addition, all employees who resign in good standing, are laid off, or otherwise separate from the District in good standing shall be entitled to be paid for thirty-three (33%) percent of any unused sick leave balance earned by them not to exceed two hundred forty (240) hours. Any sick leave balance in excess of two hundred forty (240) hours will be forfeited and will not be paid upon termination of employment. The Finance Department will issue a final paycheck in advance of a scheduled payday only as authorized by the ~~President/CEO~~VP – Chief Human Resources Officer and the VP – Chief Financial Officer.

Wages Due to Deceased

In the event of an employee's death all wages, including any unused leave benefits or travel expenses, which may be due the employee shall be paid to the officially designated beneficiary of the employee, or if no such beneficiary has been designated, payment may be made in accordance with South Carolina Law.

Approval & Update History:

September 9, 2019

July 28, 2020

November 14, 2022

September 16, 2024

September 21, 2026

Section 205.03 – Introductory Period

Objective

This policy has been established to ensure that all employees are provided an Introductory Period of employment.

All employees, except employees selected by the Airport Commission, shall serve an Introductory Period.

An Introductory Period gives the employee an initial period of adjustment in order to learn about the District and/or about ~~his/her~~their position.

During the Introductory Period the employee and the supervisor shall evaluate employment suitability in terms of skill, knowledge, performance and compatibility with the District. This Introductory Period also shall be considered an integral part of the review process and shall be utilized for evaluation of an employee's performance and adaptability to the position, and for separating from employment any employee who does not meet the District's expectation.

Guidelines

Employees new to a position are subject to an introductory period. An introductory period starts when an employee is hired, transfers or is promoted/demoted to a different position within the District.

The duration of the Introductory Period shall be for a minimum of ninety (90) calendar days of continuous, uninterrupted service from the original start date. During this time the employee will be provided with training and guidance from ~~his/her~~their supervisor

and/or department Director. A new employee may be discharged at any time during this period if it is concluded that the employee is not progressing or performing satisfactorily. Additionally, as is true at all times during an employee's employment with the District, employment is not for any specific time and may be terminated at will. Completion of the introductory period does not guarantee continued employment and does not change the at-will nature of the employment relationship.

Employees whose classifications are covered by a contract approved by the District shall serve an introductory period in accordance with the terms of the agreement.

Dismissal During Introductory Period

At any time during any introductory period, the ~~President/CEO~~VP – Chief Human Resources Officer may remove an employee when deemed to be in the best interest of the District. Upon such removal, the employee shall be ~~furnished~~ provided written notification and, whenever possible, be given advanced written notice of dismissal.

An employee terminated during the introductory period does not have the right of appeal through the grievance policy.

Extension of Introductory Period

The immediate supervisor, for good reason, may extend an employee's introductory period for a period not exceeding 90 additional calendar days at a time. Any extension should be in writing, with notice being furnished to the employee. Such notice shall state the reason for the extension and what corrections are required of the employee for ~~him/her~~them to continu~~eing~~ the at-will employment relationship.

An employee with more than two (2) extensions in ~~his/her~~their introductory period, in the same time frame, will generally be considered for termination of employment.

Release from Introductory Period

Release from the Introductory Period to be able to continue employment is not automatic.

Release from the Introductory Period requires an average or above average performance evaluation in each category of the performance evaluation and no documented evidence of disciplinary action.

Any employee having a rating of below average will have the introductory period extended or will be released.

Approval & Update History:

September 9, 2019

September 16, 2024

September 21, 2026

Section 205.04 – Employment Categories & Classification Plan

Objective

The purpose of this policy is to provide a uniform and objective system for categorizing and classifying positions and establish proper relationship levels of responsibilities and minimum qualifications to ~~assure~~ensure equal pay for equal work.

These employment categories and classification are designed to allow employees to understand ~~his/her~~their employment status and ~~his/her~~their eligibility for corresponding benefits. All employment remains "at will", and these classifications do not alter that status or guarantee employment for any specific period of time.

Definitions

The following terms will be used to describe employment classifications and status:

Exempt Positions are not subject to the overtime pay provisions of the federal Fair Labor Standards Act (FLSA). An exempt employee is one whose specific job duties and salary meet all of the requirements of the U.S. Department of Labor's regulations. In general, an exempt employee is one who is paid on a salary basis who holds an administrative, professional, or management position. Certain outside sales persons and a few other job categories are also exempt.

Non-Exempt Positions are generally subject to the minimum wage and overtime provisions of the Fair Labor Standards Act (FLSA) and are typically paid either on an hourly or salary basis.

Full-time employees are those who are scheduled to work thirty (30) hours of more each work week, based on a forty (40) hour work week and does not include certain ARFF Department and Police Department employees.

Part-time employees are those who are scheduled to work less than thirty (30) hours per week, based on a forty (40) hour work week and does not include certain ARFF Department and Police Department employees.

Work Week is defined as Sunday-Saturday.

Pay Period is defined as the fourteen-calendar day period, Sunday to the following Saturday.

Differential Shift employees are those that work full-time and are regularly scheduled to work District observed holidays.

Non-differential Shift employees are those that work full-time and are regularly scheduled off on District observed holidays.

Employee Categorization

Based on the conditions of employment, employees, excluding certain ARFF Department and Police Department employees, of the District fall into one of the following seven (7) categories:

1. Qualified Full-time Exempt/Non-exempt Non-Differential – Employees who regularly work thirty (30) hours or more per work week, which includes being regularly scheduled off on District holidays

2. Qualified Full-time Exempt/Non-exempt Differential – Employees who are regularly scheduled to work thirty (30) hours or more per work week, which includes being scheduled for District observed holidays.

~~3. Qualified Part-time – Employees who are regularly scheduled to work at least twenty (20) hours but less than thirty (30) hours per work week.~~

~~4~~3. Non-Qualified Part-time – Employees who are regularly scheduled to work less than twenty (20) hours per week.

~~5. Qualified Variable Hour – Employees who are hired either full-time or part-time with non-regularly scheduled hours but are still expected to work at least twenty (20) hours per work week for the fiscal year.~~

6. Non-Qualified Variable Hour Permanent – Employees who are hired either full-time or part-time with non-regularly scheduled hours, and are not expected to work more than twenty (20) hours per work week for the fiscal year.

7. Non-Qualified Temporary – Employees who are hired either full-time or part-time for a specified, limited period.

Based on the conditions of employment, employees in certain ARFF positions of the District fall into the following category:

1. Qualified Full-time Non-exempt Differential (ARFF) – ARFF employees that are regularly scheduled to work a minimum of ninety-six (96) hours during a fourteen (14) day pay period, which includes being scheduled to work District observed holidays.

Depending on the shift worked, the District may deduct eight (8) hours for sleep time in accordance with the Fair Labor Standards Act (FLSA) sleep time regulations.

Based on the conditions of employment, employees in certain Police Department positions of the District fall into the following categories:

1. Qualified Full-time Non-exempt Differential (PD) – Police Department employees that are regularly scheduled to work including being scheduled to work District observed holidays.

Employees in the above-mentioned categories may or may not be eligible for all, some or none of the benefits offered by the District. Employees should refer to the individual policies in this manual, or to the Human Resources Department for benefits eligibility.

~~No less than once a year~~Periodically, Human Resources will evaluate the classification of positions, to include part-time employee's actual hours worked, to determine if any changes need to be made.

Supervisors are responsible for ensuring employees are working the scheduled hours within the appropriate categorization and also for notifying Human Resources when a categorization change needs to be evaluated and/or changed. The President/CEO ~~or~~ in conjunction with Human Resources~~designee~~ is responsible for approving all changes to position categorizations.

Administration

Human Resources shall have the responsibility for the overall coordination, administration, review and maintenance of the classification plan.

~~Department Directors, along with Human Resources Leadership, shall establish a uniform job classification plan applicable to all positions in the District.~~

Job Classifications

The District's Classification Plan provides a classification structure by grade for position within the District. A grade/class is established for each group of positions in which the degree of similarity in the duties and responsibilities warrant common treatment in the selection, appointment, compensation and other employment processes.

Each class shall be assigned to the appropriate pay grade.

The Classification Plan is the foundation upon which all major phases of the personnel program are constructed and should be used as follows:

1. As a guide in recruiting and evaluating candidates for employment.

2. To determine lines of promotion and in developing an employee training program.

3. To determine the salary range to be paid for each type of work.

4. To provide uniform job descriptions which are understandable by District employees and the general public.

5. To aid in perfecting and revising District organizational structure, clarifying lines of authority and fixing responsibility.

Human Resources shall maintain a current job description for each authorized position for the District.

Each position shall have a written job description describing the characteristics of the position, FLSA classification, salary grade level, essential functions, examples of duties, the required minimum education, knowledge, skills, training, abilities, experience, physical and mental requirements of the job, any special qualifications necessary to perform the job and any other pertinent information concerning the position. Job descriptions shall not be restrictive.

The use of (or absence of) a particular illustration of duties shall not be held to exclude or limit the District to assign other duties, which are similar and related to the work.

The job description shall serve as a record of the assignment of duties.

General

Requests for establishing new positions or reclassification of existing positions are made by the department Director to Human Resources. The Classification Plan identifies and categorizes titles for District positions.

Human Resources considers the total job content of the position to be established, classified, or reclassified and appropriately classifies the position based on the job description.

It is the responsibility of the requesting department to notify Human Resources or designee when funding for a new or additional position is approved by District action.

The budgetary process does not serve as a classification function. All unclassified positions, even those receiving budgetary approval, must be formally classified by Human Resources. The department Director and Human Resources will resolve classification and reclassification issues.

Establishing New or Additional Positions

A request is forwarded by the department Director to Human Resources for consideration of establishment of a new position and appropriate classification.

The request should include, at a minimum:

- proposed job description
- justification for the request
- position(s) to be abolished, if applicable
- new organizational chart, if applicable
- classification and salary grade level recommended
- recommended salary in accordance with the provisions of Section 205.02, Employee Compensation Plan.
- cost to fund salary and support items for balance of fiscal year
- additional appropriation required for funding salary and support items for remainder of fiscal year
- annual cost to fund position after current fiscal year any additional information to support the request

Management Approval

A request for a new or additional position for a department should occur during the budget process.

If a request for a new or additional position is requested during a nonbudget planning time, the request will be approved or disapproved by the President/CEO or designee, following recommendation by the Director of the requesting department, the ~~SVP/~~VP of the requesting department and Human Resources.

Funds are specifically authorized by the District prior to hiring action.

Upon District approval of funding and hiring of position, Human Resources or designee will make the necessary adjustment to the appropriate documents.

Implementation Process

A new or additional position will not be implemented without documentation from Human Resources stating classification approval, and availability of finding from the Finance Department and/or department Director.

Upon District approval of funding and hiring of position, Human Resources or designee will make the necessary adjustments to the appropriate documents.

Classification or Reclassification of a Position

All departments seeking to change the duties and responsibilities of any currently filled staff position must submit a request for reclassification to Human Resources. A reclassification should be requested when there are significant changes in job duties.

The request should include, at a minimum:

- proposed job description
- justification for the request
- new organizational chart, when applicable
- classification and salary grade level recommended
- recommended salary in accordance with the provisions of Section 205.02, Employee Compensation Plan
- cost to fund salary and support items for balance of fiscal year
- additional appropriation required for funding salary and support items for remainder of fiscal year

- annual cost to fund position after current fiscal year
- any additional information to support the request

Human Resources will evaluate the total job content of a position to be reclassified.

Once consensus is obtained by the department Director, Human Resources ~~and the SVP/VP of that department Human Resources~~ will submit the recommendation to the President/CEO or designee for final approval.

When a position is reclassified, Human Resources notifies the requesting department Director of the reclassification decision.

Should the action be approved, and the position reclassified to a higher level, the employee will receive a pay increase no greater than the midpoint of the new level. Any increase above midpoint of the new level requires written justification to be submitted to Human Resources for review and approval by the President/CEO in conjunction with Human Resources.

The reclassification process is not used in lieu of a merit increase for an employee.

An employee reclassified on or before March 31st during the fiscal year is still eligible for a merit increase consideration when applicable.

Reclassification to a Lower Level

When an action results in the employee moving to a lower level, notification of the same is given to Human Resources and every effort is made to maintain the employee's current salary. However, the salary cannot exceed the maximum of the new salary level. Whereas, if the employee's current salary is above the salary maximum of the new position, the employee's salary will be reduced to at least the maximum level of the new position. Any reclassification that results in a reduction in compensation will not be effective until after the employee has been provided seven (7) days written notice of the reduction in salary.

Implementation Process

Upon written notification of the approved action (reclassification to a higher level, or lower level), the funding availability in the appropriate cost center, and a change in status notification from the affected department, Human Resources will process the change to the employee's classification and/or salary and will amend the personnel records accordingly.

The change will be effective no sooner than the first day of the pay period following the approving action.

Other Position Changes

Requests to delete an existing position in a department or exchange an existing position for a lower level/grade position within the Classification Plan may be made by a department Director to Human Resources. Justification for the action must accompany the request. ~~Human Resources, the department Director and the SVP/VP of the involved department must concur on the recommendation.~~ Final approval will be ~~obtained from the President/CEO, or designee~~granted by Human Resources.

Human Resources notified the requesting department and the Finance department of the position change decision and makes the appropriate adjustment to reflect the total authorized positions for each department.

Approval & Update History:

September 9, 2019

March 23, 2020

November 14, 2022

September 16, 2024

September 21, 2026

Holidays, Vacation, & Other Types of Leave

Section 206.01 – Vacation

Objective

To grant eligible employees paid vacation.

Guidelines

All employees in a qualified full-time status shall be entitled to earn vacation with pay~~.~~

~~Vacation for Qualified Full-time and Qualified Part-time and Qualified Variable Hour employees shall be earned~~ in accordance with the following schedule:

Year(s) in Employment	Qualified Full-time (Hours/Year)	~~Qualified Part-time & Qualified Variable Hour~~
0 – 5	80	~~40~~
6 – 15	120	~~60~~
16+	160	~~80~~

The increase in vacation accrual rates ~~hours~~ will be made the first day of the pay period following the anniversary date.

~~Vacation for Qualified Part-time and Qualified Variable Hour employees shall be earned at fifty percent (50%) of the vacation earned by a full-time employee as seen on the schedule outlined above.~~ Employees in a non-qualified status are not entitled to vacation.

In the event there is a separation of service, the employee upon reinstatement or re-employment will begin earning benefits as a new employee.

Eligible employees will begin to accrue vacation on ~~his/her~~their date of hire. Vacation may be used as it is accrued. ~~Vacation may not be used until after completion of ninety (90) consecutive calendar days of service without the approval of the President/CEO.~~ Employees who terminate during ~~his/her~~their original introductory period shall not be eligible for payment of unused vacation.

Employees will be allowed to carry over unused vacation from year-to-year. Employees will not be allowed to earn vacation in excess of four hundred eighty (480) hours. Any employee who has four hundred (480) hours will not accrue additional vacation time until the employee drops ~~his/her~~their vacation amount below four hundred eighty (480) hours.

Employees who resign in good standing, are laid off, or otherwise separate from the District (except as provided below with respect to employees terminated for cause), shall be entitled to be paid for any unused vacation balance earned by them as of the date of termination not to exceed four hundred and eighty (480) hours. Employees who ~~are~~ leave the organization not in good standing ~~terminated for cause (as determined by the District at its sole discretion)~~ will forfeit any unused vacation and will not be paid for any vacation upon termination of employment.

Employees who are on leave for ~~Workers' Compensation (Section 203.07) or leave under Personal Leaves of Absence Without Pay (Section 206.10) of these Policies and Procedures~~ any reason shall not accrue vacation when such leave extends thirty (30) days or longer.

If a paid holiday occurs while a non-differential employee is on approved vacation, that day will not be charged against their annual ~~leave~~ vacation balance.

Request for Vacation

Requests for vacation shall be made in UKG, which must be submitted to the immediate supervisor for approval a minimum of 24 hours in advance of the leave.

Each exempt/non-exempt employee must take at least forty (40) hours off each calendar year within a two-week pay period. These forty (40) hours can be a combination of vacation pay, holiday pay, paid time off, and/or professional leave taken under the Exempt Employee Benefit Program, and excludes sick leave.

The immediate supervisor or designee may disapprove requests for vacation.

Vacation will be scheduled in such a manner as to not hamper the normal operations of the department.

An employee cannot elect to take time off unpaid if ~~he/she~~they ha~~ves~~ accrued paid leave to use.

Approval & Update History:

September 9, 2019

November 14, 2022

September 16, 2024

September 21, 2026

Section 206.02 – Vacation Buybacks & Donations

Objective

To describe and outline procedures concerning (1) buying back accrued vacation ("Buyback") and (2) donation of accrued vacation ("Donation").

Vacation Buyback

No more frequently than once every twelve (12) months, employees in good standing may, with the approval of ~~his/her~~their immediate supervisor, elect to have a portion of ~~his/her~~their vacation accrual paid down to them via a "Buyback". Employees may

request that the District redeem (or "Buyback") accrued vacation to not less than ~~his/her~~their annual accrual rate as of the date of request. For instance,

- Employee A has an accrued vacation balance of 476 hours and earns 120 hours of leave per year. ~~He/she~~They may request the District Buyback up to, but not exceeding 356 hours (leaving 120 hours).
- Employee B has an accrued vacation balance of 134 hours and earns 80 hours of leave per year. ~~He/she~~They may request the District Buyback up to, but not exceeding 54 hours (leaving 80 hours).
- Employee C has an accrued vacation balance of 64 hours and earns 80 hours of leave per year. ~~He/she~~They ~~is~~ are not eligible for the District Buyback ~~at this time~~until they have a balance in excess of 80 hours.

These Buybacks will be included in the employee's gross wages for that calendar year, with the appropriate deductions withheld. SCRS and PORS retirement deductions are not withheld on Buybacks. Employee assumes responsibility for making ~~his/her~~their own request. The District is not responsible for notifying the employee that ~~he/she~~they may or may not request a Buyback to avoid possible forfeiture of accrued vacation once the limits established in the vacation policy are reached.

An employee cannot request a Vacation Buyback if ~~he/she~~they ha~~ve~~s ~~not~~ taken at least forty (40) hours of paid leave off during the last twelve (12) calendar months. These hours can be a combination of vacation pay, holiday pay, paid time off, and/or professional leave taken under the Exempt Employee Benefit Program.

Vacation Buyback Request

Requests for Vacation Buybacks are to be made with the Vacation Buyback Request Form.

Vacation Donation Guidelines

Employees in good standing, may, with the approval of ~~his/her~~their immediate supervisor, elect to confidentially donate a portion of ~~his/her~~their accrued Vacation balance for the benefit of specific District employee(s) who meet various eligibility criteria.

Purpose

The intent of this benefit allowance is to act as a stopgap measure to fill any potential gaps for a medical related employee hardship(s) when they are out of accrued sick, vacation, flex-holiday, ~~PTO,~~ and professional leave and are still on a protected leave of

absence (e.g., FMLA, ADA accommodation leave, etc.) ~~under FMLA~~. Leave is given by an eligible donor for the benefit of a specific eligible recipient. The District's function is to administer the program and to merely act as a "pass through" conduit from the Donor to the Recipient.

Donor Eligibility

- Donor must be a District employee in good standing.
- Donor must have taken at least forty (40) hours off during the last twelve (12) calendar months, in accordance with Section 206.01 of the District's policy. These hours can be a combination of vacation pay, holiday pay, paid time off, and/or professional leave taken under the Exempt Employee Benefit Program.
- No employee can donate leave after tendering notice of separation for any reason.

Hours Donated

- Donations are offered anonymously for the benefit of a specific employee currently employed by the District. One donation can be made for the benefit of one specific employee once each calendar year. Donation requests can be made at multiple times during the calendar year as the need arises.
- At least four (4) hours of leave time must be given by the donor.
- Donations must be vacation hours (sick and other accrued hours are not eligible for donation).
- The Donor recognizes and agrees that the vacation so donated will be recharacterized as sick leave to the Donee/Recipient.
- Donation CAP: Employees may request that the District approve an accrued vacation donation up to, but not exceeding, forty (40) hours for the benefit of a single recipient, and eighty (80) cumulative hours for all named recipients in any given calendar year. These limits are subject to the donor not reducing ~~his/her~~their remaining accrued leave balance below one year's leave accrual (e.g., an 8-year full-time District employee may donate any excess hours above 120 hours but not exceeding 40 for an individual or 80 for multiple recipients)
- Hours donated must have already been accrued as of the date of the donation. Projected hours yet to be actually accrued are not eligible for donation.
- Donation requests can be made via the Vacation Donation Authorization Form.

• Once processed, the Vacation Donation is irrevocable.

Donation Request Procedures

• A Donor employee may voluntarily request to donate, by completing the District's Vacation Donation Authorization Form, that a specified number of hours of earned vacation be transferred from the Donor's vacation account to a specific District employee who is eligible to receive said donation(s).

• The department Director or immediate supervisor of the Donor must approve the donation and forward the request for donated leave to Human Resources.

• Human Resources will verify that the employee has accrued the vacation time that is being donated and meets the donation eligibility requirements.

Donation Recipient

To be an eligible donation recipient an employee:

- ~~1.~~ Must be a District employee in good standing who:
- ~~2.~~ Has been continuously employed by the District for the immediately preceding 12 months and worked a minimum of one thousand two hundred fifty (1,250) hours of service to coincide with FMLA requirements,
- ~~3.~~ Has a qualifying, serious health condition, or combination of conditions, affecting physical or mental condition(s), which have been medically diagnosed and documented, which can be characterized as catastrophic, more specifically, that ~~he/she~~the employee or a family member (spouse, parent, child, sibling, stepparent, stepchild) has a serious medical hardship or catastrophic illness or injury that poses a threat to life (i.e. cancer, major surgery, AIDS, heart attack, serious accident, etc.) or that requires inpatient, hospice or residential care,
- ~~4.~~ Qualifies for the use of sick leave as stipulated under Section 206.03 of the District's Sick Leave Policy,
- ~~5.~~ Is FMLA certified (or granted leave as accommodation under the ADA), AND
- ~~6.~~ Has exhausted (or will exhaust) all of ~~his/her~~their available sick, vacation, flex-holiday, ~~PTO,~~ and professional leave.

To qualify as a Recipient, an employee cannot be:

- ~~o~~ in unpaid status for less than one week
- ~~o~~ have a disciplinary action at a Written Warning level or above
- ~~o~~ be on an active performance improvement plan

- ~~o~~ receiving Social Security Disability benefits
- ~~o~~ receiving or applied for worker's compensation benefits
- ~~o~~ receiving long-term disability benefits
- ~~o~~ separated from service

Hours Received & Usage Thereof

• Donation Receipt CAP: Donation Recipient(s) cannot receive more than the remaining period of approved leave~~unpaid FMLA period~~ in ~~any given~~the calendar year.

• The Recipient may not be paid more than ~~his or her~~their regular gross earnings, excluding overtime, per payroll period when combined with other wages or available paid leave.

• Normal deductions, including, but not limited to insurance premiums, federal and state tax withholdings, retirement, wage garnishments, and other will continue to be withheld, as appropriate, from each paycheck resulting from said donations.

• The donated hours will occur pay period by pay period as eligibility is maintained and will not be given in total at one time. When and if, the qualifying medical condition or the member of the employee's immediate family who is suffering from a catastrophic injury or illness is terminated, then the donation will cease, even if the donation cap has not been reached.

• If employment of the recipient is terminated for any reason ~~or the Donee~~ (including if the Recipient dies), any unused donated hours are returned to the Donor(s).

• Any "unused" donated hours, as when an employee returns to work before the donation cap is reached, will be recharacterized back to vacation hours and returned to the Donor(s) as appropriate.

• Vacation transferred under this program and recharacterized as sick time may be substituted retroactively for periods of leave without pay for the same qualifying event(s).

Recipient Request Procedures

• A Recipient / Donee employee begins the process by contacting the Human Resources Department and expressing a need for qualifying assistance. Human Resources will verify that the employee receiving the donated time is or will

shortly be in an unpaid status and verify the employee's qualifying medical condition with the recipient's manager and/or department Director. Human Resources or designee determines that various other eligibility requirements have been met, the potential recipient will fill out and sign a Vacation Recipient Request Form, authorizing a request for donated hours from District staff.

• While there is no limit to the number of separate requests that an employee may submit to the District, each separate request shall be limited to no more than one per month, and the cumulative number of hours received in a given year cannot exceed more than the remaining unpaid FMLA period in any given calendar year.

• Human Resources or designee will process the Vacation Recipient Request Form and approve/deny the request.

• Human Resources will notify the requesting recipient of the request.

Management

• The procedures contained herein are managed by the District's Human Resources Leadership.

Financial Criteria

• Donated vacation hours are converted to dollars, based on the Donor's hourly base pay rate. This amount is paid to the Recipient at the Recipient's hourly rate as sick leave is taken, is includable in the Recipient's wages and is taxed according to the Recipient's withholding schedule.

• All payments will be reflected on the Recipient's W-2 form as income.

• The Donor realizes no income and incurs no tax-deductible expense or loss.

• The Donor receives no SCRS (SC Retirement System) or PORS (Police Officer Retirement System) service credit for time worked (and subsequently donated).

• The Recipient does receive SCRS (SC Retirement System) or PORS (Police Officer Retirement System) service credit for the hours received, but also has to make contributions into either SCRS or PORS.

Approval & Update History:

September 9, 2019

November 14, 2022

September 16, 2024

September 21, 2026

Section 206.03 – Sick Leave

Objective

To establish a sick leave policy for employees.

Guidelines

Qualified full-time ~~and qualified part-time~~ employees shall be entitled to earn sick leave as provided herein.

Qualified full-time employees ~~shall~~ will earn ninety-six (96) hours sick leave per year. Sick leave is accrued after each payroll is processed. ~~Qualified part-time employees shall earn forty-eight (48) hours sick leave per year.~~ Non-qualified and Variable Hour employees do not accrue sick leave.

Sick leave as earned may be carried forward and accumulated to a maximum of seven hundred twenty (720) hours. After accumulating seven hundred twenty (720) hours of sick leave, employees will not accumulate any additional sick leave until an employee's sick leave balance drops below seven hundred twenty (720) hours.

Sick leave may ~~not~~ be used ~~until after completion of three (3) consecutive months of service, without the approval of the President/CEO, or designee.~~as it is accrued. When recording sick leave taken, the time should be rounded to the nearest 15-minute interval. Employees who terminate during the introductory period shall not be eligible for payment of unused sick leave.

Sick leave shall not be earned while an employee is in a non-pay status of thirty (30) days or longer.

All employees who resign in good standing, are laid off, or otherwise separate from the District in good standing shall be entitled to be paid for thirty-three (33%) percent of any unused sick leave balance earned by them not to exceed two hundred forty (240) hours. Any employee who does not leave the organization in good standing ~~is terminated by the District for cause (as determined by the District at its sole discretion)~~ will forfeit all unused sick leave balance and will not be entitled to any reimbursement of unused sick leave upon termination of employment. Such unused sick leave balance shall be forfeited.

In the event there is a separation of service, the employee upon reinstatement or re-employment will begin earning benefits as a new employee.

Employees ~~who are disabled as a result of an injury arising out of and in the course of employment, compensable under the Workers' Compensation Law or on leave under Section 206.10, Personal Leaves of Absence Without Pay, of these Policies and Procedures,~~ shall not earn sick leave benefits when ~~such~~ they are on a leave of absence that extends thirty (30) days or longer.

Requests to ~~modify essential job functions~~ provide light duty (which involves the employee performing work but not performing all essential functions of their position,

with or without reasonable accommodation) for a non-work-related physical condition or illness will not be ~~accommodated~~granted. The District will always explore reasonable accommodations for disabled individuals (including for non-work-related physical conditions or illnesses), as long as such accommodations would be effective in allowing the employee to safely and effectively perform all essential functions of their position and would not create an undue hardship or pose a threat to health and safety.

Use of Sick Leave

Paid sick leave is provided by the District in order to allow employees time off for legitimate medical reasons. Below is a list of reasons an employee may use sick leave, however this list is not intended to be exclusive. Leave will be scheduled in such a manner as to not hamper the normal operations of the department.

1. The employee's personal illness, injury or exposure to a contagious disease, which could endanger others.

2. The illness of a member of the immediate family (see definition in Section 206.07 which requires the personal care, and attention of the employee.

3. Medical appointments.

4. Inability to pass a required fitness for duty exam due to a medical related reason.

5. Mothers and/or fathers bonding with a newborn or newly adopted child.

Employees are expected to remain home when ill with a potentially contagious disease. Employees who come to work with a potentially contagious or communicable disease will be sent home by ~~his/her~~their immediate supervisor.

A communicable disease is an illness due to an infectious agent or its toxic products, which is transmitted directly or indirectly to a person from an infected person, animal or insect. Employees have a responsibility to prevent the spread of communicable diseases when ~~he/she~~they become~~s~~ aware or suspect that ~~he/she~~they may be a carrier of a communicable disease.

For the purpose of this policy, employees are "aware" that ~~he/she~~they may have a communicable disease when ~~he/she~~they show~~s~~ or feel~~s~~ signs of illness, such as coughing, sneezing, fever, joint aches, overall ill feeling, or the employee has a report of a communicable disease from a health care provider. Employees are also "aware" when ~~he/she~~they know~~s~~ to have been exposed to someone with a known or suspected communicable disease.

The District also recognizes its obligation to provide a safe and healthy workplace for all employees. Therefore, the District will obtain appropriate medical direction when necessary, to ensure that an employee's condition does not pose a significant risk of substantial harm to the employee, co-workers or individuals. Employees who have or are suspected of having a communicable disease that poses a significant risk or harm to the employee or others will be restricted from the workplace until such time as the employee's presence in the workplace will not present a risk to the employee or to others.

Employees may be required to seek a Doctor's consultation/written confirmation for any prolonged illness requiring the employee to be absent for three or more consecutive days, or as requested by the employee's supervisor or Human Resources. Also, employees must contact Human Resources to discuss the possibility of the employee's illness applying to FMLA under Section 206.08 within these Policies and Procedures.

The District encourages all employees to schedule sick leave as far in advance as possible. ~~Advance~~ Planned requests for sick leave shall be made in UKG, which must be submitted to the immediate supervisor for approval a minimum of 24 hours in advance of the leave. Unplanned sick leave (employee or immediate family member that is unexpectedly sick) is required to give 2 hours' notice to their supervisor prior to a scheduled shift. The District understands that employees and family members get sick with little to no notice. For this reason, the District allows two (2) unplanned sick call out events in a rolling 12-month period with a two (2) hour notice without being subject to the attendance policy.

Employees who take FMLA leave for ~~his/her~~their own serious health condition must exhaust all accrued sick leave prior to starting an unpaid FMLA leave.

FMLA leave and the use of paid sick time will run concurrently.

An employee cannot elect to take time off unpaid if ~~he/she~~they ha~~s~~ves accrued paid leave to use.

Approval & Update History:

September 9, 2019

November 14, 2022

September 16, 2024

September 21, 2026

Section 206.04 – Holiday Pay

Objective

To establish a policy concerning observances of paid holidays.

Eligibility

Full-time Employees

• Exempt and Non-Exempt

• Differential Shift

Will be awarded eight hours of holiday pay when the employee works on a District recognized holiday. ~~Full-time Differential shift employees are not eligible for holiday pay but can instead use Paid Time Off (PTO) as outlined in Section 206.05 if the employee would like to be paid for time off in lieu of a designated holiday.~~

• Exempt

• Non-Differential Shift

Shall be awarded holiday pay for the day the holiday is observed which may not be the same day as the calendar holiday. Holidays falling on a Saturday will normally be observed on the preceding Friday. Those falling on Sunday will normally be observed on the following Monday. Employees will be compensated for holidays on the basis of ~~his/her~~their regular straight time rate, not to exceed a normal workday.

• Non-Exempt

• Non-Differential Shift

Full-time non-exempt non-differential shift employees who work the actual calendar holiday will be paid one and one-half times ~~his/her~~their regular rate of pay for all hours worked in addition to getting one other day off in the same pay period. Otherwise, they shall be awarded holiday pay for the day the holiday is observed. Employees will be compensated for holidays on the basis of ~~his/her~~their regular straight time rate, not to exceed a normal workday

~~Qualified Part-time or Variable Hour Employees~~

~~• Exempt and Non-Exempt~~

~~• Differential and Non-Differential Shift~~

~~Qualified Par-time or variable hour non-exempt non-differential shift employees who work the actual calendar holiday will be paid one and on-half times his/her regular rate of pay for all hours worked on the holiday. These employees do not get PTO. PTO is for full-time, differential shift employees only.~~

Guidelines

Employees~~,~~ who are on an approved paid leave at the time the holiday occurs, shall not have the hours of eligible holiday pay charged against accrued leave balances.

In order to be eligible for holiday pay an employee must be in a paid employment status or work the regularly scheduled workday immediately before or immediately after the holiday period. Employees on leave without pay or an unpaid leave of absence shall not be eligible for holiday pay for any holidays occurring while in such unpaid status. Employees in ~~his/her~~their introductory period must have worked a regularly scheduled workday before the holiday to be eligible for holiday pay.

~~Terminating e~~Employees who have provided a notice period/or are leaving the organization must work a regularly scheduled workday immediately following the holiday to be eligible for holiday pay.

Holidays

	Holiday	Date Observed
1.	New Year's Day	January 1st
2.	Martin Luther King Day	3rd Monday in January
3.	Memorial Day	Last Monday in May
4.	Independence Day	July 4th
5.	Labor Day	First Monday in September
6.	Veterans Day	November 11th
7.	Thanksgiving	4th Thursday of November
8.	Day after Thanksgiving~~Christmas Day~~	~~December 25~~4th Friday of November
9.	Christmas Eve~~Flex Holiday #1~~	~~See below~~December 24th
10.	Christmas Day~~Flex Holiday #2~~	December 25th~~See below~~
11.	~~Flex Holiday #3~~New Year's Eve	~~See below~~December 31st

~~Flex Holidays~~

~~Full-time employees will be given three~~ one ~~"Flex Holidays" that can be taken at any point during the year at the employee's discretion after supervisory approval has been obtained. Flex holidays cannot be carried over from year to year, cannot be broken up (i.e., it must be taken all at once in one full day) and if unused at time of termination/resignation will not be accrued as a benefit payable upon departure.~~ Flex ~~Holiday time will accrue with a new employee's first payroll and all eligible employees will receive their flex holiday in January of the new calendar year.~~

~~In an employee's first year of employment, flex holidays are prorated per the schedule below:~~

~~January – April: First Flex Holiday~~

~~May – August: Second Flex Holiday~~

~~September – December: Third Flex Holiday~~

In the event there is a separation of service, the employee upon reinstatement or re-employment will begin earning benefits as a new employee.

Approval & Update History:

September 9, 2019

September 16, 2024

September 21, 2026

Section 206.05 – Community Service Leave

Objective

To encourage employee involvement in charitable and community-focused activities, the District provides paid leave for eligible community service each calendar year.

Guidelines

• Employees are eligible for up to 8 hours of paid Community Service Leave (CSL) per calendar year.
• CSL may be used for volunteer activities performed for nonprofit, charitable, or community organizations.
• CSL must be requested in UKG and approved in advance following the Company's standard time-off procedures (24-hours in advance).
• Employees must submit documentation verifying their volunteer hours, which may include:

- A signed statement from the charitable organization
- An official confirmation or volunteer log
- Unused CSL does not carry over and will be forfeited at the end of each calendar year if not utilized.
- CSL is not paid out upon separation from employment.
- The Company reserves the right to approve or deny CSL requests based on operational needs or if the service activity does not meet eligibility criteria.

Responsibilities

• Employees: Secure advance approval, volunteer with an eligible organization, and provide required documentation. Community service leave must be requested via UKG at least 24-hours in advance.
• Supervisors: Review and approve requests via UKG, considering scheduling and business needs.
• Human Resources: Verify service documentation and maintain records.

Approval & Update History:

September 21, 2026

Section 206.05 – Paid Time Off (PTO)

Objective

To provide Paid Time Off (PTO) to Full-time Exempt and Non-Exempt Differential Shift Employees.

Definition of Differential Shift Employee

A "Differential Shift" employee is one who works full-time and is regularly scheduled to work on holidays. "Differential shift" employees can be non-exempt (hourly) or exempt. Management reserves the right to identify and/or change which class(es) of employees fall under the definition of "Differential Shift".

General

The President/CEO has authority, at his discretion, to grant "Paid Time Off (PTO)" in lieu of Holiday Pay as outlined under Section 206.04 to personnel affected by "differential" shifts. Since shift changes can and do happen, and in the interests of fairness & equitable staff treatment, it is recognized that some flexibility is needed to accommodate holiday pay for those employees so affected by reason of non-regular schedules.

Accrual Rates

Full-time Differential shift employees shall accrue sixty-four (64) hours of PTO during the calendar year. These rates can be changed by the President/CEO should the need arise. Employees will be compensated for PTO at his/her regular rate of pay.

New employees upon completion of ninety (90) days of employment, will be given PTO that is prorated based on his/her hire date.

~~All employees that are active as January 1st of each calendar year, will be given the annual accrual rate on January 1st. An employee in his/her introductory period cannot use the accrued leave until the completion of the introductory period.~~

~~Useage~~

~~To allow for scheduling flexibility, the PTO hours will be available for use at the beginning of each calendar year, according to the payroll processing schedule. If an employee resigns or is terminated (performance, policy violation, reduction in force, etc.) and has taken more than his/her "pro-rata" portion earned Year to Date (YTD), than the unearned portion shall be required to be paid back or will be deducted from the employee's last check or leave balance.~~

~~PTO may be taken in a minimum of two (2) hour increments. PTO shall not accrue from year to year and must be taken within the calendar year or it will be lost. Any unused PTO at the end of the calendar year will be forfeited.~~

~~As operational needs may require changes to the schedules of "differential shift" employees, the President/CEO may alter the method by which employees are compensated for PTO.~~

~~In the event there is a separation of service, the employee upon reinstatement or re-employment will begin earning benefits as a new employee.~~

~~Use of Paid Time Off~~

~~The immediate Supervisor shall schedule PTO at the mutual convenience of the department and the employee. PTO shall not compromise the operational needs of the District.~~

~~Unused PTO will not be paid out to the employee in the event of a separation of employment from the District.~~

~~For new hires, PTO may not be used until after completion of ninety (90) consecutive days of service, without the approval of the President/CEO, or designee.~~

~~An employee cannot elect to take time off unpaid if he/she has accrued paid leave to use.~~

~~Approval & Update History:~~

~~September 9, 2019~~

~~September 16, 2024~~

Section 206.06 – Jury Duty & Court Appearances

Objective

To define a policy for employees called to Jury Duty & Court Appearances.

Jury Duty & Court Appearances

Any Qualified Full-time employee, ~~Qualified Part-time or Qualified Variable Hour~~ who is called for jury duty on a regularly scheduled workday, shall be granted time off with pay upon the presentation of a summons. The employee shall retain any fees received for jury duty. Time off with pay for jury duty is limited to a maximum of two (2) weeks (10 workdays) during any 12-month period, unless applicable law requires otherwise. An employee may elect to use available leave (professional, vacation, ~~PTO~~) if the time away would otherwise be unpaid. Once paid leave is exhausted, any additional time that an employee may need for jury duty will be unpaid.

Employees who attend court or participate in a related activity for only a portion of the workday are expected to report to ~~his/her~~their supervisor after being excused or released by the court.

An employee who appears in Court or participates in a related activity as a witness, plaintiff or defendant due to personal litigation or criminal charges, or whose appearance is voluntary shall be required to use vacation first until it is exhausted, and then may be authorized to take leave without pay for any such absence from work. All jury duty leave will be recorded appropriately in UKG.

Approval & Update History:

September 9, 2019

November 14, 2022

Section 206.07 – Bereavement Leave

Objective

To provide a policy for leave with pay when a death occurs in an employee's family.

Guidelines

Employees bereaved by the death of an immediate family member are granted time off for such periods of time as follows:

- Full-time employees may be granted up to twenty-four (24) hours of scheduled work time off on bereavement leave for the death of a parent, or an adult who stood in loco parentis to the employee during childhood, spouse, child, brother, sister, stepfather, stepmother, stepson, stepdaughter, grandchild, grandparent, step-grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, spouses grandparent or grandchild.

- Full-time employees may be granted up to twenty-four (24) hours of scheduled work time off for bereavement leave for a miscarriage of a child or still born birth of a child.

~~• Qualified Part-time employees may be granted up to twelve (12) hours of bereavement leave.~~

- Full-time employees may be authorized up to twenty-four (24) additional hours to be charged against the employee's accrued sick time, if needed.

~~• Qualified Part-time employees may be authorized up to twelve (12) additional hours to be charged against the employee's accrued sick leave, if needed.~~• Leave under this policy will run concurrently with leave available under applicable law (paid or unpaid) for the same reason.

Approval & Update History:

September 9, 2019

September 16, 2024

September 21, 2026

Section 206.08 – Family Medical Leave Act (FMLA)

Objective

The District will provide Family and Medical Leave Act (FMLA) leave to its eligible employees. The District posts the mandatory FMLA Notice and upon hire provides all new employees with notices required by the U.S. Department of Labor (DOL) on Employee Rights and Responsibilities under the Family and Medical Leave Act. The District also posts the DOL supplementary information concerning Military Family Leave. The information in those DOL notices is incorporated into this policy by reference.

The objective of this policy is to provide employees with a general description of ~~his/her~~their FMLA rights. In the event of any conflict between this policy and the applicable law, the employee will be afforded all rights ~~by~~ required by applicable law.

If an employee has any questions, concerns or disputes with this policy, ~~he/she~~they ~~must~~ should contract Human Resources ~~in writing~~.

General

Under this policy the District provides eligible employees unpaid, job protected leave up to 12 weeks, during a 12-month period (or up to 26 weeks, during a 12 month period of military caregiver leave to care for a covered servicemember with a serious injury or illness).

Eligibility Requirements

To qualify to take family or medical leave under this policy, the employee must meet all of the following conditions:

1. The employee must have worked for the District for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. Separate periods of employment will be counted, provided that the break in service does not exceed seven years. Separate periods of employment will be counted if the break in service exceeds seven years due to National Guard or Reserve military service obligations or when there is a written agreement, including a collective bargaining agreement, stating the employer's intention to rehire the employee after the service break. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.

2. The employee must have worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave. The 1,250 hours do not include time spent on paid or unpaid leave. Consequently, these hours of leave should not be counted in determining the 1,250 hours eligibility test for an employee under FMLA.

3. The employee must work in a worksite where 50 or more employees are employed by the District within 75 miles of that office or worksite. The distance is to be calculated by using available transportation by the most direct route.

~~Vacation~~ Leave Entitlement

An eligible employee is entitled to 12 weeks of unpaid leave in a rolling 12-month period for most reasons (up to 26 weeks for military caregiver leave, in a single 12-month period). The District will measure the 12-month period (other than for military caregiver leave) as a rolling 12-month period beginning the first day an employee uses any FMLA leave under this policy. For military caregiver leave, the single 12-month period beings on the first day an eligible employee takes military caregiver leave.

Types of Leave Covered

To qualify as FMLA leave under this policy, the leave must be for one of the reasons listed below:

1. The birth of a child and in order to bond with and/or care for that child.

2. The placement of a child for adoption or foster care and to bond with and/or care for the newly placed child.

3. To care for a spouse, child or parent with a serious health condition (described below).

4. The serious health condition (described below) of the employee.

An employee may take leave because of a serious health condition that makes the employee unable to perform the functions of his or her position.

Under the FMLA, a "spouse" means a husband or wife. Husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. ~~This definition includes an individual in a same-sex or common law marriage that either:~~

~~a. was entered into in a state that recognizes such marriages; or~~

~~b. if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state.~~

A serious health condition is defined as a condition that requires inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or a condition that requires continuing care by a licensed health care provider. Any period of incapacity or treatment due to pregnancy, or for prenatal care, qualifies as a serious health condition.

~~This policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences.~~ Generally, a chronic or long-term health condition that would result in a period of three consecutive days of incapacity with the first visit to the health care provider within seven days of the onset of the incapacity and a second visit within 30 days of the incapacity would be considered a serious health condition. For chronic conditions requiring periodic health care visits for treatment, such visits must take place at least twice a year.

Employees with questions about what ~~illnesses~~ conditions are covered under this FMLA policy or under the District's sick leave policy are encouraged to consult with Human Resources.

If an employee takes paid sick leave for a condition that progresses into a serious health condition and the employee requests unpaid leave as provided under this policy, the ~~company~~ District may designate all or some portion of related leave taken as leave under this policy, to the extent that the earlier leave meets the necessary qualifications.

5. Because of any qualifying exigency arising out of the fact that an employee's spouse, child, or parent, who is serving in any branch of the US military (including the National Guard or Reserves), has been deployed or called to active duty in a foreign country. ~~Qualifying exigency leave for families of members of the National Guard or Reserve or of a regular component of the Armed Forces when the covered military member is on covered active duty or called to covered active duty.~~

~~An employee whose spouse, son, daughter or parent either has been notified of an impending call or order to covered active military duty or who is already on covered active duty may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service.~~ The qualifying exigency must be one of the following:

a. short-notice deployment

b. military events and activities

c. child care and school activities

d. care of the covered military member's parent if the parent is incapable of self care

~~d~~e. financial and legal arrangements

f~~e~~. counseling

g~~f~~. rest and recuperation

h~~g~~. post-deployment activities

i~~h~~. additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.

~~Eligible employees are entitled to FMLA leave to care for a current member of the Armed Forces, including a member of the National Guard or Reserve, or a member of the Armed Forces, the National Guard or Reserve who is on the temporary disability retired list, who has a serious injury or illness incurred in the line of duty on active duty for which he or she is undergoing medical treatment, recuperation, or therapy; or otherwise in outpatient status; or otherwise on the temporary disability retired list. Eligible employees may not take leave under this provision to care for former members of the Armed Forces, former members of the National Guard and Reserve, or members on the permanent disability retired list.~~

6. To care for a covered servicemember with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the covered servicemember.

   a. A "son or daughter of a covered servicemember" means the covered servicemember's biological, adopted, or foster child, stepchild or legal ward, or a child for whom the covered servicemember stood in loco parentis, and who is of any age.

   b. A "parent of a covered servicemember" means a covered servicemember's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered servicemember. This term does not include parents in law.

   c. The "next of kin of a covered servicemember" is the nearest blood relative, other than the covered servicemember's spouse, parent, son or daughter, in the following order of priority: blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as ~~his or her~~their nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made, and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember's next of kin and may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember's only next of kin. For example, if a covered servicemember has three siblings and has not designated a blood relative to provide care, all three siblings would be considered the covered servicemember's next of kin. Alternatively, where a covered servicemember has siblings and designates a cousin as his or her next of kin for FMLA purposes, then only the designated cousin is eligible as the covered servicemember's next of kin. An employer is permitted to require an employee to provide confirmation of covered family relationship to the covered servicemember pursuant to § 825.122(k).

~~"Covered active duty" means:~~

~~a. "Covered active duty" for members of a regular component of the Armed Forces means duty during deployment of the member with the Armed Forces to a foreign country.~~

~~b. Covered active duty or call to covered active duty status in the case of a member of the Reserve components of the Armed Forces means duty during the deployment of the member with the Armed Forces to a foreign country under a federal call or order to active duty in support of a contingency operation, in accordance with 29 CR 825.102. The leave may commence as soon as the individual receives the call-up notice. (Son or daughter for this type of FMLA leave is defined the same as for child for other types of FMLA leave except that the person does not have to be a minor.) This type of leave would be counted toward the employee's 12-week maximum of FMLA leave in a 12- month period.~~

~~7. Military caregiver leave (also known as covered servicemember leave) to care for an injured or ill servicemember or veteran.~~

An employee whose son, daughter, parent or next of kin is a covered servicemember may take up to 26 weeks of leave in a single 12- month period to care for that servicemember. This single 12-month period begins on the first day an eligible employee takes military caregiver leave (as long as it is within 5 years of the covered service member's active duty) and ends 12 months after that date. Military caregiver leave applies on a per-covered service member, per-injury basis, so that an employee may be eligible to take more than one 26 week period of military caregiver leave, but no more than 26 weeks of leave may be taken during any one 12-month period.

~~Next of kin is defined as the closest blood relative of the injured or recovering servicemember.~~

The term "covered servicemember" means:

da. a member of the Armed Forces (including a member of the National Guard or Reserve) who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list, for a serious injury or illness; or

e~~b~~. a veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserve) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation or therapy.

The term "serious injury or illness" means:

a. in the case of a member of the Armed Forces (including a member of the National Guard or Reserve), means an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating;
b. in the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserve) at any time during a period when the person was a covered servicemember, means a qualifying (as defined by the Secretary of Labor) injury or illness incurred by a covered servicemember in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank or rating.
c. Outpatient status, with respect to a covered servicemember, means the status of a member of the Armed Forces assigned to either a military medical treatment facility as an outpatient; or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

Amount of Leave

An eligible employee can take up to 12 weeks for the FMLA circumstances (No. 1) through (No. 5) above under this policy during any 12-month period. The District will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the District will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.

An eligible employee can take up to 26 weeks for the FMLA circumstance (No. 6) above (military caregiver leave) during a single 12-month period. For this military caregiver leave, the District will measure the 12-month period as a rolling 12-month period measured forward. FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available.

If a husband and wife both work for the District and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, to ~~care~~ bond with ~~for~~ the child after placement, or to care for a parent (but not a parent "in-law") with a serious health condition, the husband and wife may only take a combined total of 12

weeks of leave. If a husband and wife both work for the District and each wish to take leave to care for a covered injured or ill servicemember, the husband and wife may only take a combined total of 26 weeks of leave.

Employee Status & Benefits During Leave

While an employee is on leave, the District will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work. For all other benefits, they will be maintained similarly to others on similar forms of leave (paid/unpaid).

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the District ~~will~~ may require the employee to reimburse the District the amount it paid for the employee's health insurance premium during the leave period.

Under current District policy, the employee pays a portion of the health care premium. While on paid leave, the employer will continue to make payroll deductions to collect the employee's share of the premium. While on unpaid leave, the employee must continue to make this payment, either in person or by mailing the payment to the Finance Department. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave.

GSP Airport District~~The employer~~ will provide 15 days' notification prior to the employee's loss of coverage.

If the employee contributes to a life insurance or disability plan, the ~~employer~~ District will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the employee may request continuation of such benefits and pay ~~his or her~~their portion of the premiums, or the employer may elect to maintain such benefits during the leave and pay the employee's share of the premium payments. If the employee does not continue these payments, the employer may discontinue coverage during the leave. If the employer maintains coverage, the employer may recover the costs incurred for paying the employee's share of any premiums, whether or not the employee returns to work.

While on paid Family and Medical Leave, an employee is entitled to accrue additional paid leave time. After 30 days of unpaid ~~FMLA~~ leave for any reason (including FMLA), an employee will not continue to accrue any additional paid leave time.

Accrued credited service/tenure will continue as long as the employee is being paid with ~~his/her~~their available leave time. Once the paid leave time has been exhausted, credited service/tenure will be continued for a period of 30 calendar days. After the 30 days have expired, the employee will no longer accrue credited service/tenure. When the employee returns to work, the hire date will be adjusted to reflect the time taken in excess of 30 days.

Employee Status After Leave

An employee who takes leave under this policy may be asked to provide a fitness for duty (FFD) clearance from a health care provider, ~~which may be a District designated health care provider~~ as a condition of returning to work. This requirement will be included in the employer's response to the FMLA request. Generally, an employee who takes FMLA leave will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. The position will be the same or one that is virtually identical in terms of pay, benefits and working conditions. If the employee would have lost their position even if they had not taken the leave, then there exists no reinstatement right. For example, if the employee's position is eliminated because of a reduction in force, then no reinstatement right exists. The District may choose to exempt certain key employees from this requirement and not return them to the same or similar position when doing so will cause substantial and grievous economic injury to business operations. Key employees will be given written notice at the time FMLA leave is requested of ~~his or her~~their status as a key employee.

Use of Paid & Unpaid Leave

For birth or a serious health condition of the employee or family member, the employee must substitute all available sick leave prior to using other types of paid available leave during the FMLA period.

For adoption or foster care, the employee must substitute available paid leave, excluding sick, for the unpaid FMLA.

When the paid leave is exhausted, the remainder of the 12 weeks of leave, if any, will be unpaid FMLA.

Under some circumstances, employees may take FMLA leave intermittently, which means taking leave in blocks of time, or by reducing ~~his/her~~their normal weekly or daily work schedule. FMLA leave may be taken intermittently whenever medically necessary to care for a family member with a serious health condition, or because the employee has a serious health condition and is unable to work. When intermittent leave is

needed, the employee must try to schedule treatment so as not to unduly disrupt the District's operations.

FMLA leave will run concurrently with paid leave.

An employee who is using military FMLA leave for a qualifying exigency must use all paid vacation and personal leave prior to being eligible for unpaid leave. Qualifying exigency leave may be used intermittently. An employee using FMLA military caregiver leave must also use all paid vacation, personal leave or sick leave (as long as the reason for the absence is covered by the District's sick leave policy) prior to being eligible for unpaid leave.

Intermittent Leave or a Reduced Work Schedule

Employees may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for an injured or ill servicemember over a 12-month period).

The District may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, in instances when leave for the employee or employee's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth or placement for adoption or foster care.

For the birth, adoption or foster care of a child, the District and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced-hour schedule. Leave for birth, adoption or foster care of a child must be taken within one year of the birth or placement of the child. Leave for the birth or placement of a child for adoption or foster care may be taken intermittently only with the approval of ~~of~~ Human Resources.

If the employee is taking leave for a serious health condition or because of the serious health condition of a family member, the employee should try to reach agreement with the District before taking intermittent leave or working a reduced-hour schedule. If this is not possible, then the employee must prove that the use of the leave is medically necessary.

Employee's taking intermittent leave must follow the District's standard call-in procedures.

Certification for the Employee's Serious Health Condition

The District will require certification for the employee's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation or the delay. Failure to provide certification may result in a delay and/or denial of ~~continuation of~~ leave, depending on the circumstances. Medical certification will be provided using the DOL Certification of Health Care Provider for Employee's Serious Health Condition.

The District may directly contact the employee's health care provider for verification or clarification purposes using a health care professional, a ~~HR~~Human Resources professional, leave administrator or District official. The District will not use the employee's direct supervisor for this contact. Before the District makes this direct contact with the health care provider, the employee will be a given an opportunity to resolve any deficiencies in the medical certification. ~~In compliance with HIPAA Medical Privacy Rules, t~~The District will obtain the employee's permission for clarification of individually identifiable health information.

The District has the right to ask for a second opinion if it has reason to doubt the certification. The District will pay for the employee to get a certification from a second doctor, which the District will select. ~~The District may deny FMLA leave to an employee who refuses to release relevant medical records to the health care provider designated to provide a second or third opinion.~~ If necessary, to resolve a conflict between the original certification and the second opinion, the District will require the opinion of a third doctor. The District and the employee will mutually select the third doctor, and the District will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion. The District may deny FMLA leave to an employee who refuses to release relevant medical records to the health care provider designated to provide a second or third opinion.

If the employee fails to provide timely certification after being required to do so, covered leave may be delayed moving forward until the certification form is finally submitted. Absences counted against the employee for a late certification will not be reversed absent exceptional circumstances. If an employee never returns the completed form, the FMLA will be denied and the absences will be unprotected. ~~the employee may be denied the taking of the leave under FMLA.~~ If the certification form is incomplete or insufficient, an employee will be given written notice of the information needed and will have seven (7) days after receiving such written notice to provide the necessary information. Once the District has fully completed sufficient certifications and

documentation, the District will notify the employee of whether FMLA leave is being granted. A request for active duty leave must be supported by the certification of qualifying exigency for Military Family Leave Form as well as appropriate documentation, including the covered military member's active duty orders.

Certification for the Family Member's Serious Health Condition

The District will require certification for the family member's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in ~~a~~delay and/or denial of ~~continuation of~~ leave, depending on the circumstances. Medical certification will be provided using the DOL Certification of Health Care Provider for Family Member's Serious Health Condition.

The District may require documentation and verification of family relationships sufficient to corroborate the need for leave and its coverage under this policy.

The District may directly contact the employee's family member's health care provider for verification or clarification purposes using a health care professional, a ~~HR~~Human Resources professional, leave administrator or management official. The District will not use the employee's direct supervisor for this contact. Before the District makes this direct contact with the health care provider, the employee will be a given an opportunity to resolve any deficiencies in the medical certification. ~~In compliance with HIPAA Medical Privacy Rules, t~~The District will obtain the employee's family member's permission, when possible, for clarification of individually identifiable health information.

The District has the right to ask for a second opinion if it has reason to doubt the certification. The District will pay for the employee's family member to get a certification from a second doctor, which the District will select. ~~The District may deny FMLA leave to an employee whose family member refuses to release relevant medical records to the health care provider designated to provide a second or third opinion.~~ If necessary, to resolve a conflict between the original certification and the second opinion, the District will require the opinion of a third doctor. The District and the employee will mutually select the third doctor, and the District will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion. The District may deny FMLA leave to an employee whose family member refuses to release relevant medical records to the health care provider designated to provide a second or third opinion.

Certification of Qualifying Exigency for Military Family Leave

The District will require certification of the qualifying exigency for military family leave. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in ~~a~~delay and/or denial of ~~continuation of~~ leave, depending on the circumstances. This certification will be provided using the DOL Certification of Qualifying Exigency for Military Family Leave.

Certification for a Serious Injury or Illness Covered Servicemember for Military Family Leave

The District will require certification for the serious injury or illness of the covered servicemember. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in ~~a~~delay and/or denial of ~~continuation of~~ leave, depending on the circumstances. This certification will be provided using the DOL Certification for Serious Injury or Illness of Covered Servicemember.

Recertification

The District may request recertification for the serious health condition of the employee or the employee's family member no more frequently than every 30 days unless circumstances have changed significantly, or if the employer receives information casting doubt on the reason given for the absence, or if the employee seeks an extension of ~~his or her~~their leave. Otherwise, the District may request recertification for the serious health condition of the employee or the employee's family member every six months in connection with an FMLA absence. The District may provide the employee's health care provider with the employee's attendance records and ask whether need for leave is consistent with the employee's serious health condition.

Procedure for Requesting FMLA Leave

All employees requesting FMLA leave must provide verbal or written notice of the need for the leave to Human Resources.

When the need for the leave is foreseeable, the employee must provide the employer with at least 30 days' notice. When an employee becomes aware of a need for FMLA leave less than 30 days in advance, the employee must provide notice of the need for the leave either the same day the need for leave is discovered or the next business day. When the need for FMLA leave is not foreseeable, the employee must comply with the District's usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances.

If an employee fails to give the required notice for foreseeable leave with no reasonable excuse, the employee may be denied the taking of the leave until the employee provides adequate notice of need for the leave, or what is protected leave until the FMLA may be delayed.

Employees should make every reasonable effort to schedule medical treatments so as not to disrupt unduly the ongoing operations of the District.

Designation of FMLA Leave

Within five business days after the employee has submitted the appropriate certification form, Human Resources, or designee, will complete and provide the employee with a written response to the employee's request for FMLA leave using the DOL Designation Notice.

Intent to Return to Work from FMLA Leave

On a basis that does not discriminate against employees on FMLA leave, the District may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

Return from FMLA Leave

Upon return from FMLA leave, an employee must be restored to the employee's original job, or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment. If the employee would have lost their position even if they had not taken the leave, then there exists no reinstatement right. For example, if the employee's position is eliminated because of a reduction in force, then no reinstatement right exists.

Before the employee returns to work from FMLA leave for the employee's own serious health condition, the employee will be required to submit to Human Resources, certification from the employee's health care provider stating that the employee is able to resume work. ~~The employee, at the District's cost, may also be required to undergo a medical examination by a District designated physician.~~

If an employee takes FMLA leave in excess of the weeks for which the employee is eligible or fails to return from leave as scheduled, the employee's job protection rights under the FMLA no longer exist, and the District cannot guarantee that the employee will have a job position upon ~~his/her~~their return from leave. Any employee who is unable to return from leave due to a disability covered by the ADA, the District will engage in the interactive process and will review reasonable accommodation options in accordance with the ADA.

The FMLA makes it unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided under the FMLA or to discharge or discriminate against any person for exercising ~~his/her~~their rights under the FMLA.

Employees with questions about what illnesses are covered under this FMLA policy or any other questions concerning FMLA are encouraged to consult with Human Resources.

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September 9, 2019

November 14, 2022

September 16, 2024

September 21, 2026

Section 206.09 – Military Leave

Objective

To establish a Military Leave policy for employees in compliance with Federal and State laws.

Compliance with Law

The District intends to comply with:

- the Uniform Services Employment and Reemployment Rights Act (USERRA),

- applicable South Carolina state codes (specifically S.C. Code of Laws Ann. § 8-7-10 through 8-8-90 and § 25-1-2310),
- State ~~HR~~Human Resources Regulations Section 19-712.01
- 38 USC §§ 3001-4334
- and any other applicable statutes, federal or state laws or directives.

Definition

A "Regularly Scheduled Work Day" is considered to be based on regularly scheduled average workdays for the purpose of this policy.

SC Code Directives

As excerpted from: S.C. Code Ann. § 8-7-90)

"All officers and employees of this State or a political subdivision of this State who are either enlisted or commissioned members of the South Carolina National Guard, the United States Army Reserve, [etc.]…are entitled to leaves of absence from his/her respective duties without loss of pay, time, or efficiency rating for one or more periods not exceeding an aggregate of fifteen regularly scheduled average workdays in any one year during which they may engage in training…. Saturdays, Sundays, and state holidays may not be included in the fifteen-day aggregate unless the particular Saturday, Sunday, or holiday to be included is a regularly scheduled workday for the officer or employee involved.

In the event any such person is called upon to serve during an emergency, he is entitled to such leave of absence for not exceeding (an additional) thirty additional days (beyond the aforementioned fifteen regularly scheduled work days).

As used in this section, 'in any one year' aligns with the federal fiscal year of October through September.

Paid Vs. Non-Paid Military Leave

Normal annual provision is 15 paid Regularly Scheduled Work Days in any one year.

"Declared" emergency: In accordance with SC Code of Laws § 8-7- 90, an employee who receives official military orders to serve during a declared emergency is entitled to an additional 30 regularly scheduled workdays of paid military leave each year.

Additional periods of service/training for military personnel (including, but not limited to Reservists and National Guardsmen) over and above the normal 15 days of recognized duty may be taken only after approval by the employee's Supervisor and will not exceed

an additional 10 days. Such additional "non-emergency" military leave will be without pay unless the employee requests that vacation and/or personal time be used for this purpose.

Authorized Leave Application

All written or oral orders are considered valid when issued by an official military authority. The District requires that application for military leave must be accompanied by a copy of the official military order.

Employees who are members of the military reserve units or whose draft status subjects them to be called to active duty must so notify ~~his/her~~their Supervisor in writing as a condition of the granting of a military leave of absence.

Must the 15 or 30 Emergency Workdays be Consecutive?

No.

Enlistment

Employees intending to enlist in military service must notify ~~his/her~~their supervisor of ~~his/her~~their intent in writing. This information will be made a part of the employee's permanent personnel record. If called to active military duty, for other than routine Reserve or National Guard Annual Training, the employee may receive accrued vacation pay for which the employee is eligible. Upon return to active employment, the employee will be reinstated with the tenure status to which ~~he/she~~they would have been entitled had the employee not entered military service. Requests for re-employment must be received within 90 days of separation from service.

Holidays

Saturdays, Sundays, and state holidays may not be included in the 15-day aggregate unless that particular day to be included is a regularly scheduled workday for the employee involved.

Is the Employee's Travel Time Included as Part of the 15 Days?

If travel time is not included in the official military order, an employee may request vacation, flex-time, exempt professional leave, paid time off, or leave without pay for travel time to get to the assignment outside of the dates on the military order submitted.

Is an Employee who Volunteers for Active Service Eligible for Military Leave?

If an employee volunteers for a military service assignment and an official military order is issued, ~~he/she~~they ~~is~~ are eligible to receive the normal paid military leave up to the 15 days with an additional 30 days of paid leave in the case of a declared emergency.

Long Term Military Leave

Upon exhaustion of available military leave, an employee may elect to use any available vacation, flex-time, exempt professional leave, paid time off. ~~He/she~~They may also, at the discretion of the President/CEO in conjunction with Human Resources, be placed on leave without pay for a specified period. An employee will not be eligible for leave accrual and merit increases while on leave without pay.

Reemployment Rights

In accordance with the Uniformed Service Employment and Reemployment Rights Act (USERRA), employees ~~who occupy an FTE position~~ (including those in a probationary or trial period) may be absent from work for military duty and retain reemployment rights up to five years. There are important exceptions to the five-year limit, including initial enlistments lasting more than five years, periodic National Guard and Reserve training duty, and involuntary active duty extensions and recalls, especially during a time of national emergency. USERRA clearly establishes that reemployment protection does not depend on the timing, frequency, duration, or nature of an individual's service as long as the basic eligibility criteria are met. For a full list of the exceptions to reemployment beyond five years, see Section 4312(c) of USERRA. (Title 38 U.S. Code, Chapter 43, Section (Section 4312(c)). Under USERRA, "an employer is not required to reemploy a person under this chapter (3 USC § 4312) if the employment from which the person leaves to serve in the uniformed services is for a brief, non-recurrent period and there is no reasonable expectation that such employment will continue indefinitely or for a significant period." An employee in a temporary capacity does not have reemployment rights.

The reemployment rights a person receives upon return from military service depend on the duration of the time spent in military service:

- District employees who return to work after military service of one to 90 calendar days retain the same position;
- District employees who return to work after serving at least 91 calendar days but not more than 5 years are entitled to a comparable position within the District (with the same band and pay rate) for which the employee is qualified; or,

- District employees are not entitled to Veteran Reemployment rights after an absence of 5 years.

The employee must notify the District of the intent to return to work and the required time periods are:

- Military service of 1 to 30 days; the employee must return to work at the beginning of the first regularly scheduled workday or eight hours after the end of military service. A reasonable commuting time from a military service post to home must be taken into consideration by the District;
- Military service of 31 to 180 days; the employee must contact the District no later than 14 days after completion of military service; or,
- Military service of 181 or more days; the employee must contact the District no later than 90 days after completion of military service.

Life, Health, & Dental Insurance Benefits

During the normal 15 day and declared emergency additional 30-day periods, the employee will remain on the District's group policies under the same terms and conditions.

An employee on leave without pay due to military service will be allowed to remain on the active group programs by paying the employee share of the premiums due.

If an employee elects to cancel health and dental coverage during active duty military status, ~~his/her~~their coverage can be reinstated when ~~he/she~~they ~~is~~ are discharged or released from active duty and resumes employment with the District. The request must be made within 31 days of discharge.

SC State Retirement System

An employee on leave without pay due to active military service can continue to pay ~~his~~ their contribution to the State Retirement System during ~~his/her~~their absence by completing the Supplemental Service Report (Form 1224), or arrange to contribute retroactively when ~~he/she~~they return~~s~~ from military service.

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Section 206.10 – Personal Leave of Absences Without Pay

Objective

To establish a policy concerning employee personal leave of absences.

Leave of Absence Without Pay

The ~~President/CEO or designee~~ VP – Chief Human Resources Officer, upon written request by the employee, may authorize a personal leave of absence for a unique or extraordinary reason that may not apply to other types of leave of absences that fall under the FMLA, Section 206.08, of these policies.

These requests will be considered on a case-by-case basis due to the District's limited staff available for coverage. If granted the employee's position will remain open and benefits will continue at the same level and under the same conditions, for the duration of the approved leave, that exist for covered employees actively working. After the approved leave duration, the employee will be responsible for full payment of benefits. After 30 days of unpaid leave, vacation and sick leave will not continue to be accrued.

Any personal leave of absence is at the ~~sole~~ discretion of the ~~President/CEO~~VP – Chief Human Resources Officer, and employees are not guaranteed job protection while on a personal leave of absence. Personal leave of absences will normally not exceed three (3) months.

~~Reasons for personal leave will vary; however, personal leave is not available (1) for the employee's own serious health condition and/or disability, or (2) as an extension of leave after the employee has exhausted FMLA leave (or similar state leave) for any reason.~~

~~Requests to modify essential job functions for a non-work-related physical condition or illness will not be accommodated.~~

Military Leave of Absence

A leave of absence to serve in the U.S. Armed Forces Reserve or National Guard will be granted in accordance with the Uniform Services Employment Right Act (USERRA).

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Benefits

Section 207.01 – District Offered Benefits Through SC PEBA

Objective

To provide an overview of District offered benefits through the South Carolina Public Employer Benefit Authority (SC PEBA). If this Handbook in any way contradicts the terms of the official plan document(s) associated with any District benefits, the official plan document(s) will always control.

Benefits Overview

The following benefits are provided by the District to some or all employees. See the SC PEBA Accounts Guide and benefit description for eligibility restrictions and more information. For additional questions, employee should reach out to the Human Resources Department or visit the SC PEBA website, https://www.peba.sc.gov/.

Group Health Insurance
Dental & Vision Insurance
Long-term Disability
Supplemental Long-term Disability
MoneyPlus Medical Spending Account
MoneyPlus Dependent Care Spending Account
MoneyPlus Health Savings Account
Life Insurance
Accidental Death & Dismemberment (AD&D)

The President/CEO in conjunction with Human Resources will establish the percentage of premiums paid by the District for employee and dependent coverage. The District reserves the right to change plan providers and its contribution from time to time.

Deferred Compensation Programs

The District offers the opportunity for all of its employees to participate in the South Carolina Deferred Compensation Program.

For all Full-time employees who are SCRS participants, excluding variable hour employees, the District will match 100% up to the first 5% of employee deferred compensation contributions each calendar year. The District's matched dollars will be added to the employee's account(s) as allowed in the appropriate plan documents. The Employee may elect to contribute an additional amount consistent with the plan guidelines and Federal Law. Plan Guidelines are available through the Human Resources Department or through SC PEBA.

~~For Qualified and Non-Qualified~~ Part-time and Variable Hour employees who are SCRS participants, participation in the South Carolina Deferred Compensation Program is optional at the employee's election. Should a part-time employee elect to participate, there will be NO match from the District.

The District's deferred compensation program match is also specifically excluded from employees participating in the PORS program due to the District contributing a higher employer contribution to their PORS account versus the SCRS account. This exclusion helps to ensure a more equitable employer contribution by the District to retirement accounts.

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Section 207.02 – Exempt Employee Benefit Program

Objective

To identify and define the additional benefits available for Qualified Full-time exempt employees ("Exempt Employee Benefit Program") of the District. If this Handbook in any way contradicts the terms of the official plan document(s) associated with any District benefits, the official plan document(s) will always control.

General

The Exempt Employee Benefit Program is designed to aid in attracting and retaining highly competent management and professional Full-time personnel. This procedure outlines specific benefits established for each exempt employee, broken out by Salary Levels.

Exempt Employee Benefit Program

The Exempt Employee Benefit Program consists of Professional Leave and Medical Reimbursement.

Professional Leave

A specified number of additional leave hours during each calendar year are granted to Full-time employees in the Exempt Employee Benefit Program as follows:

Salary Levels 13 and higher	40 hours/year
Salary Levels 7- 12	24 hours/year
Salary Levels 1 - 6	16 hours/year

Professional Leave may not be carried over from year to year.

An employee must be employed for one hundred eighty (180) days as an Exempt Employee in a particular job category to be eligible for Professional Leave in that category. An employee hired and/or transferred into the job categories listed above on July 1 or after is not eligible for Professional Leave that year.

The ~~President/CEO~~ VP – Chief Human Resources Officer, after consultation with the VP~~/SVP~~ of the department, may authorize use of Professional Leave prior to the end of 180 days on a case-by-case basis.

At the beginning of each calendar year, Exempt Employees above are awarded the appropriate number of hours. As the employee uses an hour, it is reported on the payroll and deducted from the employee's available Professional Leave hours. Minimum increment for Professional Leave usage is two (2) hours.

Employees moving from one Exempt Employee category listed above to another after July 1 receive the benefits of the former category for the remainder of the calendar year. An employee transferring out of Exempt Employee categories listed above forfeits any unused benefits.

Unused Professional Leave is forfeited when District employment ends.

In the event there is a separation of service, the employee upon reinstatement or re-employment will begin earning benefits as a new employee.

Annual Medical Reimbursement

Full-time employees in the Exempt Employee Benefit Program salary levels listed above have an additional reimbursement equal to the annual deductible on the State Standard Health Plan available each calendar year for non-insured personal medical expenses, (e.g., annual physical examination, eye examination and glasses, dental work, drug co-pays, etc.).

This reimbursement does not accrue. If the entire annual amount is not used within each calendar year, the remainder is forfeited. Request(s) for reimbursement must be submitted within the current calendar year with a grace period for submission until January 15th of the following year. Requests submitted to Human Resources after January 15th are automatically forfeited for the previous calendar year. A new employee has to be hired before October 1st to be eligible for this benefit. If an employee is hired on or after October 1st, they will be eligible to receive this benefit in the next calendar year. This reimbursement may be used toward meeting the employee's deductible on the District's group health insurance plan.

Expenses are submitted during the calendar year in which they are incurred. Receipts stipulating the purpose of expenditures and certification that this expense was not paid for by an insurance company are submitted with the Medical Reimbursement Form for approval, and payment to the employee. An employee does not need to be enrolled in a State Health Plan to be eligible. Reimbursement for insured/non-insured dependent medical expenses is not allowed under this policy.

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Section 207.03 – Employee Incentive Pay Plan

Objective

To establish criteria for implementing an employee incentive pay plan (EIPP) to reward employees for their contributions to the District's achievement of defined goals and to encourage exceptional performance in administering their duties.

Eligibility

To participate in the EIPP, employee must:

- Be a qualified full-time, ~~qualified part-time, or qualified variable hours~~ employee, not in a temporary status.
- Be an employee, as defined above, for at least one hundred and eighty calendar (180) days before the end of the District's fiscal year for which the incentive pay is being awarded. The District's Fiscal Year is July 1st to June 30th (the "Fiscal Year").
- Receive a satisfactory annual employee evaluation. Employees receiving an unsatisfactory annual evaluation shall not be eligible to participate in the EIPP.
- Not be on a performance improvement plan (PIP), and/or have an active Corrective Action at a written warning level or above at the time the EIPP payout is issued.
- Be employed by the District at the time of the incentive payout date.
- The President/CEO is not eligible to participate in this program.

Determination of Incentive Pay

The following six (6) organizational goals will be utilized to establish the basis for the implementation of this Employee Incentive Pay Plan:

- Safety – Outperform average industry metrics concerning the number of workplace accidents/incidents through training and monitoring District

employees' number of incidents per hours worked and passenger number of preventable incidents per enplaned passengers.

• Financial - District obtains an Annual Operating Margin for the fiscal year, as adopted in the Annual Budget.

• Airline Revenue - District obtains Annual Operating Revenues from Airlines Revenues as a percentage (%) of Annual Revenues for the fiscal year, as adopted in the Annual Budget.

• Cost Per Enplaned Passenger (CPE) – District maintains an average Cost per Enplanement for the fiscal year, as adopted in the Annual Budget.

• Fund Balance - Retain cash and investment balance equivalent to one-year of operating expenses for the fiscal year, as adopted in the Annual Budget.

• Customer Service - Obtain an overall customer service satisfaction as adopted in the Annual Budget.

The Commission will set the specific metric goals for each of the six (6) organizational goals outlined above on an annual basis in connection with the Annual Budget process. The President/CEO shall be authorized to award Incentive pay if all such metric goals at met.

If all six (6) organizational goals are not met due to certain extenuating circumstances, the President/CEO may request that the Commission approve the implementation of this Employee Incentive Pay Plan. Such approval shall be at the sole discretion of the Commission.

Incentive Award Computation for Employees

The incentive pay for an eligible employee who has been qualified by the District and employed for at least one hundred and eighty calendar (180) days at the end of the Fiscal Year is the employee's base salary times the approved part of the EIPP program, which is subject to change annually, but will be no more than ten percent (10%) of base salary (as of the end of the fiscal year), per qualified employee, based on position, actual District performance and Individual performance evaluation. Individual employee performance will be taken into consideration. Part-time employees would receive fifty percent (50%) of the incentive pay. The incentive pay for eligible employees employed at least one hundred and eighty calendar days (180) days at the end of the Fiscal Year but less than three hundred and sixty-five (365) days will be prorated based on the month in which they are hired. If the employee works 50% of the month in which they are hired they will get credit for that month.

Incentive Pay Procedures

Base salary is the established salary that is paid to an individual as of the end of the fiscal year and does not include any overtime, leave sell back of any kind, or other supplemental income.

- The organizational goals must be met as outlined above.
- The incentive award will be initiated if Human Resources determines that an employee is eligible to participate in the EIPP.
- Incentive Pay shall be paid in a separate payout.
- Employee's base salary shall not be adjusted by the incentive pay.
- Incentive Pay is subject to applicable federal and state taxes and will be paid out at the appropriate supplemental wage rate.
- Incentive pay is not included as compensation for retirement purposes.
- Incentive pay is not carried forward to future years.

Employee Incentive Pay Plan Termination

While the District intends to maintain a plan to incentivize employees, this EIPP may be terminated at any time by the District. In the event the EIPP is terminated, the program will be immediately discontinued for all employees participating in the program.

Effective upon termination, no employee shall have any right to Incentive Pay pursuant to the EIPP.

Authority & Interpretation

Questions regarding the application of this policy should be directed to the Human Resources Department. The District reserves the right to revise this policy at any time with or without notice.

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Section 207.04 – Reimbursement of Educational Expenses

Objective

To provide reimbursement of education expenses to employees seeking education or advanced learning while employed by the District.

General

District employees who seek to improve ~~his/her~~their knowledge by participating in educational courses while employed by the District, may be eligible for reimbursement of education expenses under this policy. If the employee is receiving payment for such educational expense from another governmental source, or in the form of incentive pay, the employee is not eligible for the benefits provided.

Reimbursement of Educational Expenses

Reimbursement of Educational Expenses provides reimbursement of tuition and other expenses related to a course taken in the pursuit of a degree or the expenses related to a non-degree college course at an approved facility or institution.

A. Degree Program Criteria To be approved under the policy, a Degree Program must meet the following criteria:

1. The degree is consistent with the employee's ability, potential, and scholastic background or a reasonable chance exists for the employee to use the acquired knowledge.

2. The degree is reasonably applicable to the work the employee is doing or for which the employee might be reasonably expected to be qualified to do.

3. The required curriculum leading to the degree and the number of hours to be completed is appropriate.

4. The degree is in a field of interest to the District and a reasonable chance exists for the District to derive some benefit from it.

B. Non-degree Program Criteria To be approved under the policy, a Non-degree Program must meet the following criteria:

1. Job Improvement Courses The course(s) must be directly related to the employee's assignment that improve skill, knowledge, and the ability of the employee in job performance, and increase potential for promotion through more advanced techniques. For example, if an electrician working on signal devices pursues a course in electronics, such a course provides advanced knowledge and training in job performance and makes the employee eligible for promotional consideration.

2. Self-Improvement Courses

Courses designated for self-improvement and increased general knowledge, which may have no direct relationship to the employee's current assignment, are recognized as approved courses when:

a. courses are required for a college degree, certification program, or State certification;

b. courses would enhance the employee's qualification for any other position within the District, and/or make the employee eligible for promotional consideration.

C. Eligible Fees and Expenses

The following expenses may be eligible for reimbursement:

1. Tuition: The fees charged by an institution for an eligible course. Eligible courses include the following:

a. Formal college-credit courses offered by an accredited college or university.

b. Online courses offered by an accredited college or university.

c. Adult education non-credit and/or non-degree courses offered by an accredited institution, including public school systems, colleges, or universities.

d. Private, business, or technical school courses, when comparable training is not available through one of the above categories. (Before approving such courses, the Manager/Supervisor should evaluate the school's standards and determine if costs are compatible with the level of training received.)

e. Required courses within a curriculum that lead to a diploma, certificate, or degree in a field of interest to the Company, even though these courses are not specifically job-related (i.e., religion or art courses).

2. Required Textbooks: May include books in printed or electronic format (including shipping charges if purchased online by the student), newspaper subscriptions, or magazine subscriptions, provided the materials are required for the enrolled course(s).

3. Required Supplies: Supplies related to a course may be reimbursable if they are a required part of the course. Any other items that are needed, but not specifically required (i.e., stated in the syllabus), will not be eligible for reimbursement.

4. Required Fees: Fees assessed by the institution which are required for enrollment in and completion of an approved course or degree and are not refundable after completion of a course or course of study.

An employee is eligible for reimbursement of a course under this policy only if ~~he or she~~they ~~is~~are an active employee at the time the course commences and at the time of reimbursement. A course will ordinarily be considered to commence on the "first regular day of class" for any course that is offered during a regular academic term at an educational institution. Courses that commence prior to employment are not eligible for reimbursement.

D. Ineligible Fees and Expenses Not all expenses related to a Degree Program or Non-Degree course are eligible for reimbursement. Ineligible fees and expenses include:

1. Ineligible Course: College courses required to complete an employee's usual job responsibilities are not eligible for reimbursement under the policy.

The following are also considered ineligible courses under the policy:

E. Recreation or leisure time courses such as golf, bridge, sewing, and dancing are not covered, unless they are part of the curriculum stated above.

F. Courses that will not be considered for educational reimbursement include training courses, seminars, workshops, and conferences. These types of educational activities are funded through the travel and training budget. Employees interested in attending such courses should contact ~~his/her~~their immediate supervisor for availability of funds and attendance.

1. If a Manager/Supervisor recommends one of these courses for an employee as a District-sponsored development action, it may be eligible for reimbursement as a business expense.

G. Preparation courses to prepare for an exam that is required to attend graduate school, including GMAT/GRE test-prep courses.

H. Fees charged in lieu of a course, including college credit granted for District-sponsored training (in-house and outside training) and college credit granted for work or life experience.

1. Fees for application, laboratory, registration, taxes and similar costs are not reimbursable.

2. Optional Supplies: The cost of materials, instruments, supplies, or equipment are not reimbursable unless they are included as an indistinguishable part of the total cost of the course. 3. Optional Fees: Fees charged as the result of the institution providing services not automatically assessed or related to the enrollment in and completion of a course or degree. Optional fees also include charges for expenses that are the result of employee choice or negligence.

I. Reimbursement of Fees and Expenses

Payment for course work is authorized by Human Resources. To qualify for reimbursement, an employee must receive a grade of "C" or better, or "Pass" if taking a "Pass/Fail" course. No benefit will be payable unless these requirements are met.

Once a course has been satisfactorily completed, an employee may request reimbursement for eligible fees and expenses related to the course. Eligible fees and expenses, as described above, will be reimbursed up to the annual maximum.

To request reimbursement an employee must submit official transcripts or other completion documentation along with receipts and other requested proof of expenditure documentation for reimbursement to Human Resources within 15

business days of course completion. Human Resources will arrange for reimbursement to the employee for expenses incurred.

To request reimbursement an employee must submit official transcripts or other completion documentation along with receipts and other requested proof of expenditure documentation for reimbursement to Human Resources within 15 business days of course completion. Human Resources will arrange for reimbursement to the employee for expenses incurred.

An employee may be reimbursed up to a maximum of $5,250 per calendar year. The ~~President/CEO~~VP – Chief Human Resources Officer may elect to lower this reimbursement during the budget process for each fiscal year. Thus, the maximum reimbursement amount is subject to change from year-to-year.

The District shall follow IRS Publication 970 "Tax Benefits for Education" in the reporting of Educational Assistance reimbursements to the IRS.

Reimbursements will be limited, subject to availability of funds and the number of participants in the program. This program may be amended or discontinued at any time. However, such amendment or termination will not affect any course study previously approved.

Reimbursements under this policy will be made only to employees who are on the active payroll when payment is due.

Eligibility to Participate

All Qualified Full-time employees who have been employed by the District for a minimum of twelve (12) months of continuous employment are eligible to participate in the program.

An employee must be in an active pay status and cannot have an active corrective action at a Written Warning level or above, or be on a current Performance Improvement Plan. If after the employee is approved for reimbursement, ~~he/she~~they receive~~s~~ a corrective action at a Written Warning level or above or is placed on a Performance Improvement Plan, the District will reimburse any current course(s) being taken, but will not reimburse any future courses until the employee no longer has an active corrective action at a Written Warning level or above or is no longer on a Performance Improvement Plan. The employee will need to reapply for consideration.

Repayment to the District Requirements

Should an employee leave District employment, whether voluntarily or involuntarily, after completion of course(s), and prior to compliance with the terms of the Educational Reimbursement Repayment agreement to remain in Agreement with the District employment for one (1) or more years, the District, the employee is responsible for reimbursing the District for any costs due in accordance to the Educational Reimbursement Repayment Agreement. Repayment will be taken from the employee's benefits accrued at time of termination, and any amount due the District over and above said benefits must be paid within thirty (30) days after termination.

Following termination of an employee who is indebted to the District for reimbursement of educational expenses, Finance Leadership or designee will issue an invoice to the employee showing the amount due and the terms of payment. Checks paid by the employee must be made payable to the District and sent to the Finance Department. The Finance Department is responsible for maintaining records of each employee's educational account, showing repayment and depositing refund payments to the District fund.

Employees who participate in the reimbursement of educational expenses program specifically authorize the deduction from the employee's final paycheck to cover the reimbursement for educational expenses upon termination of employment. Under this policy the District may withhold from an employee's final paycheck (base salary, accrued leave/sick time, and/or expense reimbursements) to the extent permitted by applicable law, monies up to the amount due the District.

Retirement, Death, Disability, Permanent Layoff

Should the employee, through death, total disability, permanent layoff through no fault of the employee, or normal retirement, fail to continue the required tenure of employment, any remaining liability for reimbursement of educational expense is canceled automatically.

Approval

Employees must secure proper approval prior to enrolling in a Degree Program or Non-Degree Program, to avoid incurring expenses that are not reimbursable under the policy. Approval for all expenses under this policy is at the discretion of ~~the President/CEO in conjunction with~~ Human Resources.

The following steps should be taken to obtain approval prior to beginning a course or program:

1. Submit a completed Educational Reimbursement Plan Application, along with the documentation described on the form, to the immediate supervisor for approval.

2. Once the immediate supervisor approves the program, forward the documentation, along with a Tuition Reimbursement Repayment Agreement, to Human Resources.

3. Human Resources will notify the employee and the manager of the decision.

Once an employee submits an Educational Reimbursement Plan Application, if courses have not commenced within twelve (12) months of the date the form was approved, an updated Educational Reimbursement Plan Application must be resubmitted for approval. The following rules also apply:

1. If one or more years have passed from the time of the most recent course, an updated Educational Reimbursement Plan Application must be submitted.

2. An employee who is initially approved for a specific Degree Program and later changes to a new Degree Program, must complete a new Educational Reimbursement Plan Application, even if that employee is attending the same institution.

3. A new Educational Reimbursement Plan Application is not required if an employee transfers to a different institution but remains within the same Degree Program.

Educational Reimbursement Application Plan requests must be submitted prior to December 31st for courses to begin the new fiscal year (July 1). Applications submitted after December 31st, but prior to the start of the new fiscal year will not be approved for reimbursement until the start of the following fiscal year without approval from the ~~President/CEO or designee~~VP – Chief Human Resources Officer.

Approval & Update History:

September 9, 2019

November 14, 2022

September 16, 2024

September 21, 2026

Section 207.05 – Employee Assistance Program

Objective

The District will provide confidential assistance through its Employee Assistance Program (EAP) to all employees and ~~his/her~~their eligible family members who may be faced with dynamic challenges of financial concerns, legal issues, substance use problems, family and/or marital problems, illness of a family member, emotional concerns, childcare problems, etc. For the welfare of employees as well as effective business operations, the District encourages its employees and family members to take advantage of this valuable benefit of employment.

General

Employees, regardless of status, may participate in the Employee Assistance Program along with dependent family members. A "dependent" is defined as a member of the family who is eligible to be covered by the employee's health insurance plan. Strict confidentiality of records is essential and shall be maintained, unless the employee authorizes release of such through a written consent form.

Each employee is entitled to a total of six (6) one-hour sessions per year for ~~him/herself~~themselves or ~~his/her~~their dependent family members. Employees and ~~his/her~~their dependent family members can refer themselves to the EAP 24 hours a day

on weekdays and weekends without the District's knowledge. All dependents will be considered self-referrals.

EAP counselors are available to meet with employees or dependent family members to assess a problem and develop a plan for resolution. Such plan may include a referral to an outside resource.

Expenses incurred, as a result of referrals or services provided outside the realm of the EAP, are the responsibility of employees and/or ~~his/her~~their dependents. There is no charge for employees or ~~his/her~~their eligible dependent family members to use the services of the EAP.

Participation in EAP does not jeopardize job security or promotional opportunities. However, such participation does not excuse the employee from following District policies and procedures or meeting required standards for satisfactory job performance except where specific accommodations are required by law.

Employees shall be encouraged to use the Employee Assistance Program voluntarily. However, when issues or concerns are recognized, leadership may require a mandatory referral. Upon such, the ~~associate~~ employee is expected to cooperate in the individualized plan of care as a condition of continued employment. After a reasonable opportunity for progress, disciplinary action, up to and including termination, may occur unless there is a noticeable and sustained improvement. While the mandatory referral is confidential, the District will ensure that employee referred to EAP are participating in the program and are fulfilling obligations required as part of the EAP.

In order to ensure compliance with the Fair Labor Standards Act (FLSA), employees required to attend the EAP on a mandatory basis shall be compensated at ~~his/her~~their normal base rate for the time in which they are receiving employee assistance program services. Failure to attend scheduled appointments or reschedule missed appointments may result in disciplinary action up to and including termination.

Supervisor Responsibility:

- Identify the need for the EAP.
- Notify Human Resources of the employee issue or concern.
- Ensure that non-exempt employees are paid appropriately as outlined in the FLSA when attending ~~his/her~~their scheduled appointments.

Employee Responsibility:

- Attend and cooperate in the individualized plan of care.

- Notify supervisor of scheduled appointments.
- Maintain and attend scheduled appointments.

FRAP (First Responder Assistance Program)

The District recognizes the importance of supporting our employees' well-being, especially those who work in high stress situations like our Police and ARFF departments. Therefore, we have partnered with our EAP provider to develop the First Responders Assistance Program (FRAP). Every member of the police and ARFF departments will maintain their standard access to the EAP program. However, Police and ARFF employees will also complete a wellbeing check-in with a FRAP counselor every fiscal year. As with all EAP program sessions, the discussions that take place in the FRAP annual wellbeing session will remain confidential.

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September 9, 2019

September 16, 2024

Section 207.06 – Retirement Benefits

Objective

To provide guidance to eligible employees regarding retirement benefits.

South Carolina Retirement (SCRS) & Police Officers Retirement Systems (PORS)

The District participates in the South Carolina Retirement System (SCRS) and the Police Officers Retirement System (PORS). Participation in one of these plans is mandatory for full-time personnel and part-time personnel, excluding non-qualified temporary employees.

The cost of these programs is paid by the Employee and the District. Contributions begin on the hire date. The Employee is required to contribute the percentage of ~~his/her~~their gross income mandated by the SCRS and/or PORS programs and the District also pays a percentage match as required by SCRS and/or PORS.

Please refer to the SCRS and/or PORS Member Handbooks for a complete description of these programs.

~~District Retiree Insurance Program~~

~~The District's Retirement Plan is administered for all Full-time employees covered by the SCRS or PORS and who have been covered by the District's Group Health Plan for the~~

ten (10) continuous years immediately preceding retirement. Refer to the applicable plan document or summary for further details. This information is available from the Human Resources Department. PEBA recommends initiating the retirement process 6-months in advance.

The policy of the District is to assist retirees with the payment of his/her post-retirement health insurance premium. The District's contribution will be a percentage (%) of the Premium set by the President/CEO for the individual until the employee reaches age 65.

Eligibility for this benefit is based upon the schedule outlined in this policy and will be effective when an employee terminates his or her employment no sooner than the age of 60 with the District and immediately begins to receive retirement benefits. An employee who does not elect to receive retirement benefits immediately upon termination of employment shall not be eligible for any health, welfare, and life insurance coverage under this policy.

The District may, with the approval of the District's insurance provider allow coverage to a retiree's dependents through its group medical and life insurance plan provided the retiree is eligible to receive retiree health and life insurance benefits under this policy. The retiree is responsible for the entire cost of dependent coverage.

The level of benefits for medical, dental and vision are the same for retirees as those provided to active employees. At the time of retirement, the life insurance benefit is reduced to $1,000.

An employee who retires with SCRS or PORS before the age of 60 regardless of years of service is not entitled to District retirement benefits discussed in this section.

For purposes of the District Retiree Insurance Program as discussed in this policy, "Retirement" is defined as the cessation of employment with the District while meeting all of the below requirements:

- On or after the age of 60,
- Retirement in "good standing"
- 10 years of continuous service with the District immediately preceding retirement,
- 10 continuous years of enrollment in the State Medical Plan/Employee Insurance Program immediately preceding retirement, and

~~• The immediate application for and receipt of pension benefits from either the South Carolina Retirement System (SCRS) or South Carolina Police Officers Retirement System (PORS).~~

~~An employee who has retired and is collecting SCRS or PORS benefits IS NOT eligible for District retiree health and life insurance benefits discussed in this Section.~~

Retiree Return to Work Guidelines

A retiree's eligibility to return to work is determined by the District. Retirees must submit an "Intent to Retire Notification" to Human Resources no less than sixty (60) days prior to retirement if they wish to be considered for part-time employment after retirement.

Approval for the return to full or part-time employment is at the discretion of the Executive Team and based on business need. Employees that retire are not automatically guaranteed reemployment with the District.

Retirees working part-time will be reviewed every six (6) months to ensure the part-time status continues to support business need. If upon review, it is determined that such part-time status is no longer appropriate for the department, the retiree will be provided with a minimum of a two-week notification that employment will be ending.

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September 21, 2026

207.07 – Service Awards

Objective

To provide recognition for employee service through an awards program administered by Human Resources.

Method of Operations

Service awards are granted to ~~qualified~~ full-time employees based upon the following schedule of continuous service.

Tenure	Amount
1 Year	$50
5 Years	$75
10 Years	$100
15 Years	$150
20 Years	$200
25 Years	$250
30 Years	$325
Over 30 Years	$400

~~Service awards are granted to all other qualified part-time and variable hour employees based upon the following schedule of continuous employment:~~

~~**Tenure**~~	~~**Amount**~~
~~5 Years~~	~~$50~~
~~10 Years~~	~~$75~~
~~15 Years~~	~~$100~~
~~20 Years~~	~~$125~~
~~25 Years~~	~~$150~~
~~30 Years~~	~~$175~~
~~Over 30 Years~~	~~$200~~

Awards are includable in an employee's gross income and are distributed via direct deposit. Non-qualified employees are not eligible for Service Awards.

If a part-time employee transfers to full-time status, ~~his/her~~their part time service will be credited at one-half the full-time rate for determination of total cumulative service.

In the event there is a separation of service, the employee upon reinstatement or re-employment will begin earning benefits as a new employee.

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September 9, 2019

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GREENVILLE-SPARTANBURG

AIRPORT DISTRICT

GSP INTERNATIONAL AIRPORT

ROGER MILLIKEN FIELD

Employee Policies & Procedures Manual

Updated: September 21, 2026

IMPORTANT DISCLAIMER

THIS MANUAL IS A GUIDELINE TO THE GREENVILLE-SPARTANBURG AIRPORT DISTRICT'S ("DISTRICT") CURRENT POLICIES AND PROCEDURES. MANY OF THE POLICIES CONTAINED IN THIS MANUAL ARE BASED ON LEGAL PROVISIONS, INTERPRETATIONS OF LAW AND EMPLOYEE RELATIONS PRINCIPLES, ALL OF WHICH ARE SUBJECT TO CHANGE.

PURSUANT TO SOUTH CAROLINA CODE ANN. §41-1-110, THIS MANUAL DOES NOT CONSTITUTE A CONTRACT OF EMPLOYMENT FOR ANY TERM. NOTHING IN THIS MANUAL SHALL BE CONSTRUED TO CONSTITUTE A CONTRACT AND THE DISTRICT HAS THE RIGHT, AT ITS DISCRETION, TO MODIFY THIS MANUAL AT ANY TIME. NOTHING HEREIN LIMITS THE DISTRICT'S RIGHT TO TERMINATE EMPLOYMENT. ALL OF THE AIRPORT DISTRICT'S EMPLOYEES ARE EMPLOYEES AT WILL AND ARE FREE TO TERMINATE THE EMPLOYMENT RELATIONSHIP WITH THE DISTRICT AT ANY TIME, FOR ANY REASON. AS A CORRESPONDING RIGHT, THE DISTRICT HAS THE SAME RIGHT TO TERMINATE THE EMPLOYMENT RELATIONSHIP WITH AN EMPLOYEE AT ANY TIME, FOR ANY REASON.

THE DISTRICT REMAINS THE FINAL AUTHORITY AS TO THE PROPER INTERPRETATION AND APPLICATION OF THE PROVISIONS OF THIS MANUAL. ANY ORAL OR WRITTEN STATEMENTS OR PROMISES CONTRARY TO AN EMPLOYEE'S AT-WILL EMPLOYMENT ARE HEREBY EXPRESSLY DISAVOWED AND SHOULD NOT BE RELIED UPON BY ANY EMPLOYEE. THIS MANUAL SUPERSEDES AND REPLACES ALL PRIOR EMPLOYMENT HANDBOOKS, EMPLOYMENT MANUALS, DISTRICT EMPLOYMENT POLICIES, AND EMPLOYMENT PROCEDURES.

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Introduction

Section 200.01 – District Employee Policies & Procedures Objectives

Objective

The objective of the District Employee Policies and Procedures of the Greenville-Spartanburg Airport District ("District") is to provide guidance regarding working conditions and what is expected of employees at the District.

The District Employee Policies and Procedures Manual is designed to introduce employees to the District, to familiarize employees with District policies and procedures, provide general guidelines on work rules, benefits and other issues related to employment, and help answer many of the questions that may arise in connection with employment.

Employment-At-Will

The District Employee Policies and Procedures Manual is not a contract of employment and does not create a contract of employment. It is the policy of the District that all employees, both exempt and non-exempt, that do not have a written employment contract with the District for a specific, fixed term, of employment, are employed in an at will relationship with the District.

Employees that do not have a separate, individual, written employment contract are at-will employees and are subject to termination at any time, for any lawful reason, with or without cause or notice. At the same time, such employees may terminate their employment at any time for any reason, with or without notice.

General

These Policies and Procedures are not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. Various departments may have additional rules and/or standard operating procedures because of the nature of the work. Those rules must be obeyed in the same manner or disciplinary action can result. For that reason, if an employee has any questions, they should contact Human Resources .

As the District continues to grow and change, the need may arise to modify, change, add or discontinue procedures, practices, policies and benefits described here from time to time. The District will make every effort to inform employees of any changes as they occur.

These policies and procedures apply to all employees of the District. For those employees under a written employment agreement, any discrepancy in the topics covered by the manual and the terms of your written employment agreement, the written employment agreement will supersede the policies contained herein. In all other respects, the District employee policies and procedures contained in the manual shall apply.

All forms referenced in this manual can be found on the Employee Intranet or by contacting the Human Resources Department.

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Section 200.02 – Mission, Vision, & Values

Our Mission

We begin each day fully committed to finding new ways to achieve our mission to advance the economic prosperity of the region by providing a safe, convenient, user-friendly and cost competitive air transportation system connecting the region with the nation and the world.

Our Vision

Serve as the region's global transportation hub and economic catalyst by providing best-in-class infrastructure and service.

Our Values

We are especially proud of GSP's values, which speak to the "GSP Way". Our values express how we conduct our day-to-day business and provide a consistent set of expectations for all of us who work at the airport.

Core Values are the values that lie at the heart of the District's identity.

1. Safety & Security: We embrace them as our priority.
2. Innovation: We embrace innovative solution and are always ready for change.
3. Accountability: We accept responsibility for our actions.

Permission to Play Values are the minimum behavioral standards that are required for all employee of the District.

4. Integrity: We are dedicated to honest & ethical practices.
5. Servant Attitude: We are dedicated to putting others before self.
6. Teamwork: We think & act like one team, bonded by mutual trust & respect.

Aspirational Values are qualities and characteristics that the District desires to have and believes it must develop in order to maximize the success of the District.

7. Excellence: We are committed to ensuring excellence in all that we do.

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Section 200.03 – Playbook

Why do we exist?

We exist to enhance the economic prosperity & quality of life in the Upstate.

What do we do?

We provide air transportation infrastructure & services, as well as real estate opportunities for aviation and non-aviation businesses.

How do we behave?

We behave with integrity, a servant attitude, & we are team players.

1. Integrity: Being honest & ethical.
    a. As demonstrated by openness, admitting mistakes, being transparent, doing the right thing event when no one is watching, and calling out unethical behaviors.
2. Servant Attitude: Putting others before self.
    a. As demonstrated by assisting others, selflessness, thinking of others first, empathy, commitment, sensitivity, a willingness to be inconvenienced, humility, listening, considering other's opinions, not being conceited, and not being prideful.
3. Team Player: A person that works well with others doing what needs to be done to achieve a common goal.

How will we succeed?

Strategic Anchors:

1. Utilizing sound business acumen
2. Being the airport of choice for the region
3. Investing in employee recruitment, retention, & development

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Section 200.04 – Commitment to Safety

The District recognizes that employees are integral to our business. As the most critical resource, employees will be safeguarded through training, provision of appropriate work surroundings and procedures that foster protection of health and safety. All work conducted by District employees will consider the intent of this policy. No duty, no matter what its perceived results, will be deemed more important than employee health and safety.

The District is firmly committed to the safety of its employees. The District will do everything possible to prevent workplace accidents and is committed to providing a safe working environment for all employees.

The District values its employees not only as employees but also as human beings critical to the success of their family, the local community and the District.

Employees are required to report any unsafe work practices or safety hazards encountered on the job. All accident/incidents (no matter how slight) are to be immediately reported to the employee's immediate supervisor (or as soon as possible, if immediate reporting is not practicable).

A key factor in implementing this policy will be the strict compliance to all applicable federal, state and local laws and District policies and procedures. Failure to comply may result in disciplinary action, up to and including termination.

Respecting this, the District will make every reasonable effort to provide a safe and healthful workplace that is free from any recognized or known potential hazards.

Additionally, the District abides by these principles:

1. All accidents are preventable through implementation of effective safety and health control policies.

2. Safety and health controls are a major part of our work every day.

3. Accident prevention is good business. It minimizes human suffering, promotes better working conditions for everyone, holds us in higher regard with customers, passengers, and tenants and increases productivity. This is why the District will comply with all safety and health regulations which apply to the course and scope of operations.

4. The District is responsible for providing the safest workplace for employees. The District is committed to allocating and providing all of the resources needed to promote and effectively implement this safety policy.

5. Employees are responsible for following safe work practices, District policies and procedures, and for preventing accidents and injuries. The District will establish lines of communication to solicit and receive comments, information, suggestions and assistance from employees where safety and health are concerned.

6. All employees, regardless of position, will set an example with strong commitment to safety and health in the workplace.

Everyone's goal must be to constantly improve safety awareness and to prevent accidents and injuries. Together, we can prevent accidents and injuries. Together, we can keep each other safe and healthy in the workplace.

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Section 201.00 – General Employment

Section 201.01 – Personal Appearance & Dress Code

Objective

To establish a professional appearance & dress code policy for District employees.

General

The District considers it very important that employees are well groomed, neat, and dress appropriately for their job function. While the District trusts that each employee will show common sense and good judgment, a professional appearance & dress code must be followed that is appropriate to the work environment. The District has adopted a casual business dress code but emphasizes that some positions and/or meetings may call for more professional attire. Uniforms are required for certain positions and are provided by the District. Appropriate dress and hygiene are important in promoting a positive District image to our customers, both internally and externally. The District stresses a casual business dress code is a benefit and must be adhered to in order to be retained.

Guidelines

All District employees will wear clean and well-maintained attire appropriate for the type of work they perform. Shoes must also be well-maintained.

Due to the various work assignments and working conditions, it is not practical to establish specific and absolute criteria as to what is or is not appropriate dress, however, the following standards of professional appearance & dress code are established to provide direction for employees in order to maintain the professionalism that the District advocates:

- Employees shall practice good personal hygiene and take their workday schedule into account when selecting attire.
- Employees should choose business attire that is clean and in good repair and presents a professional image.
- Acceptable professional attire includes, but is not limited to:
    - Shirts with collars, business casual crewnecks or V-neck shirts, blouses, golf and polo shirts, District logo apparel, sleeveless shirts (if conservative), ties, sports jackets, knit shirts with or without a collar, sweaters, cardigans, suits.
    - Slacks, capris, trousers, dresses, or skirts of an appropriate length.
    - Appropriate fitted clothing for body type.

  - Casual slip-on or tie shoes, dress sandals (with or without a heel), slides, open toed/open back shoes and athletic shoes if approved by the department Director.
- Unacceptable professional attire includes but is not limited to:
  - Any clothing with language, images, or graphics that are obscene, malicious, threatening, harassing, unlawful, or otherwise inconsistent with GSP policy.
  - T-shirts, sweatpants, athletic attire, shorts, pants worn below the waist or hip line, crop tops, midriff tops, spaghetti straps, tank tops, strapless tops or dresses, crocheted or see through blouses or shorts, muscle shirts, flip flops, , camouflage, torn, patched or faded clothing, clothing that is excessively tight or revealing, hats or head coverings, unless required to meet health regulation guidelines, as a religious accommodation, or designated as part of a uniform.

Body Art

Body art and/or tattoos that conflict with District values or that contain the following, are not permissible:

- Language or images that are vulgar, obscene, malicious, threatening, harassing, unlawful, or otherwise inconsistent with GSP policy
-
- Contains nudity or sexual innuendos
- Promotes drug or alcohol use
- Items threatening physical harm.

Body art and/or tattoos that contain the aforementioned items are required to be covered while on duty. Body art and/or tattoos on the neck, face, and hands are not permitted. The only exception where an employee may have a tattoo on their hand is a single banded ring on one hand, on one finger.

Piercings

In order to ensure a professional appearance and safety, body piercings, with exception of professional-looking earrings, are considered inappropriate and will not be allowed. Exceptions may be considered for piercings for religious beliefs. NO jewelry that may present a safety hazard will be permitted.

Hair Care

In general, hair, sideburns, moustaches, and beards are to be kept clean, combed, and neatly trimmed or arranged no matter the length. Extreme trends that are not professional such as hair color not of a natural tone (blue, pink, green, etc.), mohawks and long spiked hair are not acceptable.

Hygiene

All employees must ensure their personal hygiene habits result in a clean, non-offensive appearance and presence, and that their use or non-use of hygiene or scented products (i.e. perfume, cologne, etc.) is not unpleasant, distracting, or presents a health risk for others.

Medical Necessity

Medical conditions that require clothing items/footwear that otherwise might be considered inappropriate by this policy may be permitted on a case-by-case basis. Requests to deviate from this policy should be documented with a physician's statement and reported to the Human Resources Department in advance of wearing such items.

Safety

Employees shall not wear clothing that is unsafe. Shoes should be selected for safety and comfort and be otherwise appropriate for a work setting. Accessories such as rings, necklaces, bracelets, and earrings shall not present a potential safety hazard. The District may institute more stringent dress requirements for reasons of safety. Employees that may enter work areas outside of their standard work area, may be required to adhere to the safety policies of that work area which may include wearing hearing protection, a reflective vest, closed toed/closed heeled shoes, hard hat, etc.

Specific Requirements

Employees in certain positions/departments may be required to meet special dress, grooming and hygiene standards, such as wearing uniforms or protective clothing, depending on the nature of their job. If uniforms are required, they will be supplied by the District, or they will be reimbursed by the District with the department Directors approval.

Addressing Personal Appearance & Dress Code

The President/CEO or designee may make exceptions to the Personal Appearance & Dress Code policy on special occasions or days. Department Directors and/or immediate supervisors are responsible for interpreting and enforcing personal appearance, dress code and hygiene/grooming standards in their areas of responsibility. This includes counseling employees whose appearance is inappropriate. Violations of the policy can range from inappropriate clothing items, to an employee not wearing their badge, to offensive perfumes and body odor. If an employee comes to work and is in violation of this policy, they will be required to go home (without pay unless applicable law requires otherwise), to become compliant with the policy change, and return to work. Violation of this policy may result in disciplinary action up to and including termination of employment.

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September 9, 2019
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September 16, 2024
September 21, 2026

Section 201.02 – Attendance

Objective

The purpose of this policy is to promote the efficient operation of the District, minimize unscheduled and/or unnecessary absences and tardiness, and set forth guidelines that are intended to be administered fairly and uniformly. The policy is not intended to imply that ill or injured employees be expected to report to work if unable to do so, or to penalize an employee who has a good attendance record but may be experiencing a difficult period of time. This policy is to be applied holistically, considering all aspects of an employee's attendance (i.e. tardies, unscheduled absences, missed punches, etc.).

General

In order to meet the needs of the District and provide a high level of service, the District depends on the contributions of each employee. Not only is regular, predictable, and punctual attendance an essential function of every position with the District and an important element of overall job performance, it is essential to achieving the highest quality of service, productivity, and levels of morale.

This policy is independent from other District policies which also cover time off which may have different notification and/or approval requirements (e.g. scheduled holidays, jury duty, bereavement leave, military leave, etc.). Please refer to the applicable policy for further guidance on additional leave benefits.

Employees are expected to be punctual and regular in attendance reporting to work as scheduled, on time, and prepared to start work. Employees are also expected to remain at work for their entire work schedule, except for unpaid meal/break periods, when required to leave on authorized District business, or when permission for early departure is granted.

Late arrival, early departure, or other absences from scheduled hours are disruptive and must be avoided. Any tardiness or absence causes problems for fellow employees and the supervisor. When an employee is absent, the workload must be performed by others, just as the employee must assume the workload of others who are absent.

Punctuality and attendance are factors taken into consideration during performance review and are also factors which may warrant progressive discipline action, up to an including termination.

Responsible leave usage will improve the overall morale of the District by reducing a negative impact of absenteeism on individual departments and colleagues.

It is the policy of the District to begin constructive counseling after four (4) unscheduled absences in a rolling 12-month period, after one (1) unexcused absence, after six (6) tardies/early departures in a rolling 12-month period, and after three (3) missed punches in a rolling 12-month period.

Occasionally, it is necessary to be absent from work due to illness or circumstances beyond the employees' control.

It is the employee's responsibility to notify their immediate supervisor or designee as soon as they know they will be unable to work the entire shift as scheduled (generally at least two (2) hours before their scheduled start time), or as soon as practicable thereafter. If the employee is unable to contact the supervisor and/or department head, have an immediate family member do so. If the supervisor is unavailable for any reason, the employee should leave a message on the supervisor's voicemail and continue to try to reach the supervisor directly. This direct contact ensures proper staffing. Emailing or texting are not acceptable forms of direct contact unless the employee's supervisor has expressly permitted it (and even then, the email or text should be an initial contact, followed as soon as practicable by a phone call). The employee is ultimately responsible for confirming that their supervisor or designee received the notification. When the employee makes contact with the supervisor, the employee should provide all of the following information, unless applicable law requires otherwise:

(1) specific dates of absences (i.e. begin and end date), if known,
(2) an expected return-to-work date,
(3) the reason for needing to be absent (if the employee knows which type of leave may cover the absence, the employee may state the type; however, this does not excuse the employee from responding to clarification questions from the Company – by sharing this information, the Company can ensure that it properly characterizes the absence as protected or unprotected under applicable law), and
(4) contact information at which the employee may be reachable during the absence.

If an employee is unable to provide the information listed in (1) and (2) above during their initial contact with the supervisor, then the employee is expected to adhere to the

above guidelines for each day employee continues to be absent (or until they can provide that information).

The employee must request permission from the supervisor in advance of any absences that can be planned, including, but not limited to, medical appointments, funerals, and situations that cannot be taken care of outside of normal working hours.

Permission for such an absence must be requested at the earliest possible date to enable the supervisor to make the necessary adjustments within the work unit.

Providing false information in connection with any absence may lead to corrective action, up to and including termination of employment.

If the employee is absent for three (3) or more days due to an illness, medical procedure, or personal injury the employee must provide a doctor's release to return to work.

Disciplinary Action

Progressive discipline is generally used for any violation of the Attendance Policy. This policy does not create an expressed or implied promise to follow any formal steps of discipline. However, the District understands events may occur that are outside of an employee's control. Therefore, employees are generally permitted to accumulate up to 3 unscheduled absences and/or 5 tardies/early departures prior to any disciplinary action.

<u>Absences</u>

a. Unscheduled Absences – Employee notifies their supervisor of their upcoming absence less than 24 hours in advance but prior to the start of their shift.
   4 unscheduled absences in a rolling 12-month period – verbal counseling
   5 unscheduled absences in a rolling 12-month period – written warning
   6 unscheduled absences in a rolling 12-month period – final written warning
   7 unscheduled absences in a rolling 12-month period – termination

b. Unexcused Absences - Employee does not notify their supervisor of their upcoming absence prior to their shift start.
   1 unexcused absence – written warning
   2 unexcused absences – final written warning
   3 unexcused absences – termination

Unexcused Absences are cumulative and unlike Unscheduled Absences are NOT based on a rolling 12-month period.

Unexcused Absences, a no-call/no-show, lasting three (3) days or longer is considered job abandonment and will result in immediate termination of employment unless extenuating circumstances exist.

An employee in their introductory period will be considered for termination for the 2nd Unexcused Absence.

Tardies/Early Departures

a. Unscheduled Tardy/Early Departure
   6 tardies/early departures in a rolling 12-month period – verbal counseling
   7 tardies/early departures in a rolling 12-month period – written warning
   8 tardies/early departures in a rolling 12-month period – final written warning
   9 tardies/early departures in a rolling 12-month period – termination

Missed Punches

a. Missed Punches
   3 missed punches in a rolling 12-month period – verbal counseling
   5 missed punches in a rolling 12-month period – written warning
   7 missed punches in a rolling 12-month period – final written warning
   9 missed punches in a rolling 12-month period - termination

Introductory Employees

Work habits of an employee in their introductory period are often indicative of future job performance. Attendance records should be evaluated for any indication of attendance problems. Termination should be considered for those introductory employees who during the introductory period, accrue three (3) or more unscheduled absences, two (2) unexcused absences, or have five (5) tardies/early departures.

Nothing in this policy in any way impacts the at-will nature of the employment relationship. The District always retains the right to take whatever disciplinary action it deems appropriate under the circumstances, up to and including termination regardless of the number of attendance occurrences the employee has experienced in a rolling 12-month period.

Adverse/Inclement Weather & Emergency Operations Guidelines

It is the responsibility of the employee to make a good faith effort to come to work during times that adverse weather or other conditions of a serious nature exists.

However, if the employee decides they cannot safely make it to work or chooses not to come to work, they must use the same procedure as above in contacting the supervisor and/or department Director.

The department Director or designee will determine which personnel will be essential to the operation of the District, on an individual weather/emergency operations related event. The department Director or designee will make every effort to give employees advance notice.

Personnel deemed "essential" must show up, even during times of adverse/inclement weather and/or emergency operation related event, unless directed by their supervisor not to come into work. If a person deemed "essential" does not show up, the normal disciplinary policy will apply.

Personnel not deemed "essential" have a choice as to whether or not they will report to work, unless clearly instructed not to come into work. If they does decide voluntarily not to come to work, and the District is not closed, then they can choose to take a day of paid leave (i.e. vacation, flex holiday, etc.).

Guidelines

The following are guidelines to provide structure and support for the District's management and employees to address attendance issues. It is expected that management will apply common sense and exercise reasonable discretion to consider all relevant circumstances when applying these guidelines. If there are any questions in dealing with the attendance policy, the Human Resources Department should be consulted.

- Legally-protected absences for reasons covered by the Family and Medical Leave Act (FMLA), Americans with Disabilities Act (ADA), and/or other applicable law will not be counted against an employee's attendance record. These incidences must be reviewed and approved by the Human Resources Department. Documentation within the guidelines of applicable law may be required in these instances.
- Leave taken under the Bereavement Policy will not be counted against an employee's attendance record.

- Employees deemed as non-essential will not receive an occurrence for time off taken for inclement weather/ emergency operations.
- A single period of unscheduled leave, regardless of the duration, counts as one (1) absence event. For example, if an employee is sick for three (3) consecutive workdays, that period would count as one (1) absence event. Note: those "consecutive" workdays could be on either side of a weekend.
- An attempt to return to work, followed immediately by an additional period of unscheduled absence for the same condition, will be considered part of the original event.
- An unscheduled tardy or early departure counts as one (1) event.
- Proper notice, as defined above, is given for absences/late arrivals/early departures approval must be requested by completing and submitting a "Time Off Request" via UKG no less than twenty-four (24) hours in advance to be considered excused. Notification and acknowledgement by a supervisor of an unscheduled tardy, unscheduled absence, or unscheduled early departures will not excuse it.
- An employee cannot elect to take time off unpaid if they have accrued paid leave to use.
- Unexcused absences, a no call/no show, is not reporting to work and not calling to report not being able to report to work.
- The supervisor has the option of refusing a Time Off Request based on business needs.

The President/CEO in conjunction with Human Resources reserves the right to use discretion in applying this policy under special or unique circumstances. The District may also take disciplinary action, up to and including termination, in conjunction with or without the attendance policy to most effectively deal with attendance issues and circumstances which may not be defined in this policy, such as excessive breaks while on the clock. When considering disciplinary action under this policy, the District will also consider an employee's disciplinary record and whether the employee is currently meeting or exceeding work expectations. Nothing in this policy alters an employee's at-will employment relationship with the District.

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Section 201.03 – Corrective Action Process

Objective

The intent of this policy is to set forth certain rules and conduct that the District expects its employees to follow. Generally, the District expects employees to exercise common sense and good judgment. When employee conduct or performance does not meet the expectations of the District, appropriate disciplinary action may be taken.

The particular disciplinary action that may be taken against an employee lies within the discretion of the District and will vary depending on the circumstances of each case.

The District, at its sole discretion, reserves the right to determine the appropriate disciplinary action depending on the factor of each situation on a case-by-case basis. The District recognizes that there are certain types of employee misconduct that are serious enough to justify either a suspension or termination of employment, without going through other steps of progressive discipline. The District reserves the right to take disciplinary action at any time up to and including termination of employment. This policy does not create an expressed or implied promise to follow any formal steps of discipline, nor does it limit the type and severity of discipline that may be issued by the District. Nothing in this policy alters or changes an employee's at-will employment status.

For the purpose of this policy, the terms "Corrective Action" and "Progressive Discipline" are used interchangeably and mean the same thing.

Procedures

Disciplinary action should be taken when necessary. Generally, employee misconduct should be dealt with using a progression of disciplinary actions. However, in recognition of the facts that each instance differs in many respects from somewhat similar situations, each occurrence should be treated on an individual basis. If a department Director and/or supervisor suspects employee misconduct, they must investigate the situation, in partnership with Human Resources, in a timely manner and determine if a violation has occurred, the nature of the violation, and who committed the violation.

The District generally subscribes to a progressive discipline system for poor job performance, misconduct, and policy/procedure/values violations. Corrective action is intended to be "corrective". When used, progressive corrective action makes the employee aware of the District's concerns and gives the employee the opportunity to correct the situation.

Each manager is responsible for assessing the conduct and behavior of their employees. The objective of the District is to work with employees to solve problems and improve performance deficiencies. However, any conduct or poor performance which interferes with or adversely affects the District is grounds for disciplinary action up to and including termination. Termination may be considered appropriate even if none of these preliminary steps have been taken. Record of Disciplinary Actions will remain active in the employee's Personnel Record for twelve (12) months.

If corrective action is warranted, there are four (4) possible steps to the District's progressive discipline system.

If an employee has an active corrective action at any level (verbal, written, final, etc.) further disciplinary action must be reviewed by the next level leadership before meeting with the employee.

A corrective action at "Written Warning" level or above must be discussed with and approved by Human Resources prior to meeting with the employee.

Step One – Verbal Counseling

The immediate supervisor or designee will discuss the inappropriate action/behavior/values violation, or unacceptable job performance with the employee. All Verbal Counseling discussions must be documented on the Corrective Action Report and the original copy maintained in the employee's personnel file in Human Resources. The employee may add comments and then will sign/date the report to indicate they understand the content. The employee shall receive a copy of the Verbal Counseling and an electronic copy will be sent to Human Resources for placement in the employee's personnel file.

Step Two – Written Warning

A Written Warning consists of counseling with formal documentation on the Corrective Action Report. This is used when repeated inappropriate action/behavior/values violations occur, or if the circumstances warrant more than a verbal counseling.

The supervisor must communicate to the employee that if the situation is not remedied, further corrective action, up to and including termination, may result. After completion of the Corrective Action Report, the employee may add comments and then will sign/date the report to indicate they understands the content. The employee shall receive a copy of the Written Warning and be sent to Human Resources for placement in the employee's personnel file.

Step Three – Suspension or Final Written Warning

Final Written Warning is used when an employee is put on notice SUSPENSION OR that one or more type of violation of any type could result in FINAL WRITTEN termination of employment. It should be made clear by the WARNING supervisor that this is a final notice and another violation of any type could result in immediate termination. After completion of the Corrective Action Report, the employee may add comments and then will sign/date the report indicating they understands the content. The employee shall receive a copy of the Final Written Warning and an electronic copy will be sent to Human Resources for placement in the employee's personnel file.

Suspension is used in cases where further investigation is needed, however it also may be used as a step in the progressive discipline process. Employees may be suspended with or without pay as determined by Human Resources.

If suspension is being used as a step in the progressive discipline process, then the reason for suspension must be documented on the Corrective Action Report. After completion of the Corrective Action Report, the employee may add comments and will sign the report to indicate they understands the content. The employee shall receive a copy of the report and a copy shall be emailed to Human Resources for placement in the employee's personnel file.

A suspension without pay for disciplinary reasons may not exceed fourteen (14) calendar days unless approved by the President/CEO or designee.

NOTE: If further investigation determines that suspension was unwarranted, the employee will receive pay for the regular schedule hours they were absent because of the suspension from work.

Step Four – Termination

Termination is warranted if the preceding actions fail to improve the employee's inappropriate behavior/action/values violations, or poor job performance. Dismissal may occur after an initial violation if in the District's sole discretion, it is warranted. Complete and accurate documentation is necessary for discharge.

Documentation must be reviewed with Human Resources prior to any and all terminations and approved by the VP – Chief Human Resources Officer.

Appropriate Corrective Action Determination Guidelines

Before proceeding with corrective action, supervisors should consider the following factors:

1. Was the employee aware of the rules and/or policies and/or procedures and the consequences of non-compliance?
2. Was the employee given adequate time to show improvement?
3. Was a fair and thorough investigation conducted?
4. Is there justifiable evidence of wrongdoing?
5. Have the rules been applied fairly and consistently?
6. Is the amount/severity of corrective action warranted by the offense?

Disciplinary Penalties

An employee's work record and years of service, consistency and other appropriate factors may be used to determine the appropriate level of discipline. Supervisors must partner with Human Resources to ensure that disciplinary actions are handled appropriately and consistently.

Unacceptable Conduct

Types of conduct set forth below, although it is not intended to be a complete list of all possible violations, constitute unacceptable conduct that may lead to disciplinary action, up to and including termination:

- Substandard work quality.
- Failure to report absence from work in a timely manner to the immediate supervisor or their designee.
- Failure to follow common safety practices.
- Any act of negligence, which results in a failure to complete assigned tasks or responsibilities in a timely manner.
- Threats of violence or exhibiting violent behavior.
- Excessive unscheduled absences and/or tardiness.
- Violating the Dress Code Policy.
- Failure to provide excellent customer service.
- Smoking on or in any District property, with the exception of designated smoking areas.

- Leaving the job during working hours without notice to or permission from the supervisor.
- Absence without approved leave or failure to report after the leave has been disapproved, revoked or canceled.
- Failure to report an injury or property damage to include equipment immediately to one's supervisor.
- Careless use, loss, or lack of care of District property resulting in damage.
- An accident resulting in injury due to carelessness, neglect or disregard of safety practices.
- Fighting, threatening, intimidating, coercing, bullying or otherwise interfering with the rights of other persons.
- Intentionally falsifying or improperly altering District documents.
- Actions or behaviors which are contrary to our Mission/ Vision/Values.
- Failure to follow guidelines for safety of self, others or the facilities.
- Unauthorized possession or removal without permission from the District, any property, equipment or materials.
- A non-exempt employee working off the clock or a supervisor suggesting or asking or knowingly allowing an employee to work off the clock.
- Assigning work that places the employee at risk of serious harm, threatens significant damage to District property or financial loss to the District whether or not such harm or damage occurs; knowingly allowing employees to perform work or assignment under unsafe conditions.
- Any conduct that violates the District's discrimination, bullying or harassment policies.
- Operation of a District vehicle or equipment while under the influence of any medication or drug, which causes drowsiness or other physical or psychological impairments.
- Abandonment of position by being absent from duty for three (3) consecutive days of work without proper authorization.
- Insubordination.
- Violation of the District's drug-free workplace policy.
- Making knowingly false claims or deliberate misrepresentations in an attempt to obtain sickness or injury benefits, workers compensation or other such benefits.
- Loss or suspension of required license, certification, permit or other requirement needed by an employee to perform the duties of their position.
- Discriminating against an applicant, employee, customer, vendor, or contractor.

- Consumption of or being under the influence of intoxicating beverages or controlled substances not prescribed by a physician, while on official duty.
- Possession/use of intoxicating beverages, non-prescribed drugs or illegal controlled substance at a place of work, in a District vehicle or while on official duty.
- Testing positive for illegal drugs or alcohol in violation of the District's Drug-free Workplace policy.
- Sleeping on the job.

Right of Appeal

The right to appeal disciplinary actions is provided to all regular employees through the Grievance Procedure. Employees within their introductory period (the first ninety (90) consecutive calendar days of employment) are not eligible to appeal disciplinary actions.

Re-Hire

Employees who are involuntarily terminated or an employee that did not resign in good standing will not be eligible for re-hire for a period of twelve (12) months.

Approval by the President/CEO or VP – Chief Human Resources Officer is required before the rehire of a terminated employee occurs.

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September 21, 2026

Section 201.04 – Separation Process

Objective

To formulate a comprehensive policy that covers all areas of separating from employment with the District including giving notice, final pay, exit forms, benefits and severance pay.

Resignation

If an employee finds it necessary to terminate their employment with the District, the employee must give their immediate supervisor written notice as follows to be considered resigned in good standing:

- Exempt employees should provide a 30-calendar day resignation notice.
- Non-exempt employees should provide a 14-calendar day resignation notice.

During the resignation notice, time off is not allowed. One off exceptions may be approved by the President/CEO or designee.

Should an employee provide a resignation notice that exceeds the required time necessary to resign in good standing, the employee's immediate supervisor and next level leadership may approve time off requests during the period of additional notice.

Teleworking during a resignation notice is allowed at the discretion of the immediate supervisor.

The supervisor, after consultation and approval from the department Director and Human Resources, may waive the requirements for the terminating employee to work the notice period.

To be considered resigned in good standing, eligible for vacation and sick leave payout and eligible for re-hire, once an employee has tendered their resignation, the use of paid leave during the notice period is prohibited without proper notice as outlined above. An employee cannot elect to take time off unpaid during a resignation period.

Employees who resign in good standing shall receive payment for accrued vacation and a portion of their sick leave, subject to the limitations set forth in those policies. Supervisors are responsible for ensuring District property is returned and accounted for.

Resigning employees may be scheduled for an exit meeting with a member of Human Resources to ensure that all District property is returned and to provide an opportunity to discuss any questions or concerns related to employment with the District.

Termination

Prior to termination of any employee, the immediate supervisor and/or department Director should ensure the Corrective Action Policy has been followed, and approvals have been obtained, per Section 201.03 of the Human Resources Policy and Procedures. The employee should sign the Corrective Action Report form to acknowledge the termination has occurred; they should be given a copy of the Report form.

The supervisor and/or department Director should ensure that all District property is returned and will notify Human Resources no later than Monday at noon following the last day in the pay period in which the employee is employed.

District Property

All District property should be returned on or before the last day of the pay period in which the employee is employed. The cost of any District property not returned by this date, is subject to being withheld from the final paycheck to the maximum extent permitted by applicable law.

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Section 201.05 – Grievances

Objective

To provide a procedure for the resolution of employee grievances regarding disciplinary actions and other issues that affect the employee's status, or ability to effectively perform the job function.

Definitions

Business day: Monday through Friday, excluding holidays.

Grievance: A written dispute, claim or complaint filed by an employee.

Appointed personnel: Airport Commission members and Airport District President/CEO.

Management personnel: Employees with direct reports and/or a Manager, Director, Senior Director, Vice President, or Senior Vice President job title.

Policy

The District wishes to resolve grievances (complaints) whenever possible. Employees must report any grievance within five business days of its occurrence per the steps outlined below. Employees should contact the Human Resources department if assistance is needed to begin the process.

Introductory Employees

New employees who have not completed their initial new hire introductory period, do not have recourse to appeal disciplinary action or layoff. An employee in their introductory period can bring complaints or issues they have to the immediate supervisor or Human Resources.

Appointed & Management Personnel

Appointed and management personnel are exempt from the provisions of this section and do not have rights to access the District's grievance procedures.

Grievable Issues

The following are not grievable issues under this policy:

1. Contents of the District's policies and procedures.
2. Non selection for promotion when grievance deals only with qualifications for the position.
3. Termination of employment during the introductory period.

4. Compensation.
5. Performance evaluations.
6. District changes to work schedules.

Issues that may be grieved under this policy include termination, suspension, involuntary transfers, promotions, demotions, or any disciplinary action that results in adverse employment action. Verbal counseling sessions are not grievable issues.

Full-time and Part-time employees that have finished their introductory period have the right to present and seek answers to grievances without fear of coercion, discrimination, or retaliation.

General

Employees are not entitled to legal counsel presence during the District's internal grievance process. No employee may prepare a grievance during working time or through the use of District equipment.

The employee must utilize their own time for preparation or processing of a grievance.

Time periods of any step of the grievance procedure may be extended by mutual written agreement of the employee and the District representative at that step.

A grievance that is not advanced by the employee to the next step within the time limit provided is deemed to have been settled on the basis of the most recent decision. If the District representative fails to respond to the employee within the time limit set forth in step one or two, then the employee is entitled to proceed to the next step.

Electronic submission of a grievance will be accepted so long as it is on the appropriate Grievance Form.

Procedure

Step One

The employee submits the grievance in writing within five business days of its occurrence to the immediate supervisor of the person who administered the action being grieved using the Grievance Form, stating the facts upon which the grievance is based, the written policies or procedures which have allegedly been violated, and the remedy sought. If the immediate supervisor is the department Director, then the grievance process shall start at Step Two.

Discussion will be informal for the purpose of settling differences in the simplest and most direct manner. The District Representative makes a decision and communicates it

to the employee in writing within five business days from the date that the grievance was received. When the employee's supervisor is not the District Representative or otherwise involved in the action being grieved, the supervisor may assist to resolve the employee's concern.

Step Two

If the grievance is not resolved to the employee's satisfaction in Step One, the employee may forward the original written grievance to the applicable department Director or designee within five business days of notification of the result of Step One. The department Director or designee will, within five business days of receiving the grievance, meet with the employee and the District Representative from Step One. The department Director summarizes their decision in writing to the employee and the District Representative within five business days of the meeting date.

At Step Two, the following procedure will be followed:

- The employee shall present their explanation for why the Step One decision was improper and their reasons for requesting that the Step One decision be overturned.
- The District's Representative shall present reasons for making the Step One decision.
- Facts may be presented in the form of documentary evidence or witness testimony. Witnesses called by one party may be questioned by the other.
- All material and relevant evidence shall be considered by the person conducting the hearing in reaching a decision. A Human Resources designee shall attend the hearing as advisor on procedure and will prepare a record of evidence presented at the Step Two hearing which shall be maintained by the Human Resources Department.
- The employee will act as the spokesperson to present their case. No third party (including, but not limited to, the employee's supervisor and/or department Director, District's Legal Counsel staff, Human Resources, any relative, co-worker, or attorney) may act as spokesperson for the employee or otherwise represent the employee during the Step Two meeting.
- The person hearing the grievance is responsible for chairing the proceedings, making rulings on the admissibility of evidence, and maintaining fair and orderly hearing. While the goal of the hearing is to fully explore all relevant facts, the person chairing the meeting may limit the presentation of documentary evidence or witness testimony.

Step Three

If the grievance is not resolved by the department Director to the employee's satisfaction, the employee may forward the original written grievance to the President/CEO or designee within five business days of receiving the department Director's decision. The President/CEO or designee will, within five business days of receipt, meet with the employee, the District Representative and the department Director. The President/CEO or designee summarizes their decision in writing to the employee and the District Representative within five business days of the meeting.

The President/CEO or designee has authority to grant or deny the grievance in whole or in part. The decision of the President/CEO or designee is final.

At Step Three, the following procedure shall be followed:

- The employee shall present their explanation for why the Step Two decision was improper and their reasons for requesting that the Step Two decision be overturned.
- The District's Representative shall present reasons why the decision at Step Two should be upheld.
- Arguments and presentations by both the employee and the District Representative shall be limited to the information presented at Step Two and contained in the record. New evidence shall not be permitted to be presented unless it was not available after a diligent search at the time of the Step Two hearing.
- The employee will act as the spokesperson to present their case. No third party (including but not limited to the employee's supervisor and/or department Director, District's Legal Counsel's staff, Human Resources, relative, co-worker, or attorney) may not act as spokesperson for the employee during the Step Three meeting.
- The President/CEO or designee is responsible for chairing the proceedings, making rulings on the admissibility of evidence, and maintaining a fair and orderly hearing. While the goal of the hearing is to fully explore all relevant facts, the person chairing the meeting may limit the presentation of documentary evidence or witness testimony.

A Human Resources Representative may attend the hearing as an advisor on procedure.

The decision of the President/CEO or designee is final. There are no further appeals after Step Three of the grievance process.

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Section 201.06 – Social Media

Objective

At the District, we understand that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media.

Guidelines

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to the employee's own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the District, as well as any other form of electronic communication.

The same principles and guidelines found in the District policies apply to employee activities online. Ultimately, employees are solely responsible for what they posts online. Before creating online content, employees should consider the risks and rewards that are involved. Keep in mind that any employee conduct that adversely affects employee job performance, or the performance of fellow employees or otherwise adversely affects customers, suppliers, or tenant employers, or that otherwise violates the District's policies may result in disciplinary action, up to and including termination.

Know & Follow the Rules

Employees should carefully read the Administrative Policies and Procedures Manual and the District Employee Policies and Procedures Manual, and ensure social media postings are consistent with the policies. Postings that include discriminatory remarks, harassment, threats of violence unlawful conduct, or other materials that are inconsistent with District policy will not be tolerated and may subject the employee to disciplinary action, up to and including termination.

Be Respectful

Always be fair and courteous to fellow employees, customers, tenant employees, business associates, and the general public . Also, keep in mind that an employee is more likely to resolve work-related complaints by speaking directly with their co-workers or by utilizing the District's Open-Door Policy than by posting complaints to a

social media outlet. Nevertheless, if an employee decides to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage customers, tenant employers, or passengers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to maliciously harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion, age, national origin, or any other status protected by law or District policy.

Be Honest & Accurate

Employees should make sure they are always honest and accurate when posting information or news, and if a mistake is made, correct it quickly. Be open about any previous posts that have been altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about the District, fellow employees, customers, tenant employers, or people working on behalf of the District.

Post Only Appropriate & Respectful Content

Maintain the confidentiality of the District trade secrets and Confidential Information (defined below). Trades secrets may include information regarding the development of systems, processes, products, knowhow and technology. Do not post Confidential Information without being given permission by the designated Public Information Officer (PIO) .

Respect financial disclosure laws. It is illegal to communicate or give a "tip" on inside information to others so that they may buy or sell stocks or securities.

Employees should not create a link from a personal blog, website or other social networking site to the District website without identifying themselves as a District employee.

The employee should only express personal opinions. The employee should not represent themselves as a spokesperson for the District. If the District is a subject of the content the employee is creating, the employee should be clear and open about the fact that the employee is an employee and make it clear that the employee's views do not necessarily represent those of the District, fellow employees, members, customers, suppliers or people working on behalf of the District. If the employee publishes a blog or post online related to the work performed or subjects associated with the District, the employee should make it clear that they are not speaking on behalf of the District.

It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of the District."

Using Social Media at Work

Refrain from using social media while on working time or on equipment the District provides, unless it is work-related as authorized by your manager or consistent with the District guidelines. Do not use the District email addresses to register on social networks, blogs or other online tools utilized for personal use.

Retaliation is Prohibited

The District prohibits taking negative action against any employee for good faith reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for making such a report will be subject to disciplinary action, up to and including termination.

Media Contacts

Employees should not speak to the media on the District's behalf without receiving express permission to do so from the Communications Department. All media inquiries seeking a statement or information on behalf of the District should be directed to the Communications department head or designee.

Media Interaction

The District strives to anticipate and manage crisis situations in order to reduce disruption to our customers and employees and to maintain our reputation as a high-quality airport. To best serve these objectives, the District will respond to the news media in a timely and professional manner only through the designated spokespersons. If an employee is contacted by the media, seeking a statement or information on behalf of the District the employee must refer the media outlet to the Communications department head or designee. Only the President/CEO, the VP - Chief Marketing & Communications Officer and the Communications Manager, or designee are authorized to speak to the media on behalf of the District.

Emergency Situations

During any type of public safety and/or emergency situation it is strictly prohibited for any employee to take photos and or video unless it is part of their job function. Posting and/or distributing photos, videos, audio files is strictly prohibited, unless authorized by the President/CEO or designee.

Violating this policy will result in disciplinary action up to and including termination. This policy does not prohibit any photograph recording designed to document a safety hazard, to document claims that the Company's rules have been inconsistently applied, to memorialize protected concerted activity (which may, for example, include discussions concerning terms and conditions of employment), to capture evidence to be presented in administrative or judicial forums in employment-related matters, or for other similar purposes that are protected by applicable law.

Approval & Update History:
September 9, 2019
November 14, 2022
September 16, 2024
September 21, 2026

Section 201.07 – Employee Performance Evaluations

Objective

The employee performance evaluation process is designed to permit the evaluation of an employee's job performance and effectiveness as objectively as possible.

The primary purpose of performance evaluations are to inform the employee of their strengths and areas of improvement on the job, serve as a basis for discussion as to how the employee can improve their performance, and to establish goals and expectations for future evaluation.

The performance evaluation may also be used for other purposes, including, but not limited to:

- Estimating an employee's potential for promotion;
- Identifying the areas of training needs;
- The determination of merit increases if applicable;
- A basis for taking disciplinary action;
- Determining orders of layoff.

Evaluation Periods

The following are specific types of performance evaluations and when they are to be completed:

- Introductory Period – End of introductory period.
- Extension of Introductory Period – At time of request for extension.
- Annual – Delivered in June of each year.
- Special – Beginning and end or special introductory period or when performance substantially dropped during review period.
- Change in classification – Promotion/demotion/transfer, etc.

Guidelines

Each employee's performance will generally be periodically evaluated to assess performance in relation to job requirements.

After the initial introductory period, each employee will generally receive their annual performance evaluation for salary increase, in conjunction with the beginning of the District's fiscal year. The District reserves the discretion to schedule performance evaluations as necessary in order to meet the business needs of the District.

Employee performance evaluations are used for a variety of reasons, including but not limited to, the following:

- To inform the employee of their strengths and weaknesses, as well as training needs and improvements that will be expected.
- To recognize the employee's potential for promotion.
- To determine the employee's eligibility for salary advancements.
- As a basis for taking disciplinary and/or dismissal actions against the employee.

Procedures

The employee evaluation program rating scale will be reviewed and updated by Human Resources as the business evolves and the need for updates to the performance measurement is needed. The supervisor most directly involved in the supervision of the employee should be the performance appraiser with signatory agreement from the manager one level above them. If there is an employee between the supervisor and the employee being rated, efforts should be made to get input from the individual most knowledgeable of the performance of the employee being rated.

The performance of each employee should generally be evaluated at least once per year; more frequent evaluations may be necessary.

When an employee's supervisor changes, the employee should not be evaluated by their new supervisor until employee has worked for the supervisor for a minimum period of ninety (90) consecutive calendar days. When necessary, an employee's scheduled evaluation date will be postponed in order to provide an opportunity for the supervisor to evaluate the employee's performance.

Special Performance Evaluations may be given at any time at the discretion of the President/CEO or designee.

The performance review will be discussed with the employee, and they will have access to a copy of the completed performance review via the Human Resources Information System. The employee will sign the evaluation and then it will become a part of the employees' permanent file. The signature of the employee shall indicate only that the employee's performance has been discussed with the employee and does not imply that the employee agrees or disagrees with the evaluation. In the event an employee refuses to sign the evaluation, Human Resources will close out the review and the unsigned copy will become a permanent part of the employee's personnel file.

If an employee receives an unsatisfactory review, the employee's supervisor should identify the specific improvements necessary for the employee to accomplish

satisfactory performance. After receiving such an evaluation, the employee's performance should be reevaluated after sixty (60) days. If the employee has not attained a satisfactory evaluation in all categories, they, at the discretion of the President/CEO or designee,with the recommendation of the department head, may be disciplined and or terminated.

Employee Disagreement with Evaluation

If an employee disagrees with any statement in an evaluation, they may write a rebuttal to the Performance Evaluation in the electronic version. Performance Evaluations cannot be grieved under the grievance policy.

Approval & Update History:
September 9, 2019
November 14, 2022
September 16, 2024
September 21, 2026

Section 201.08 – Inquiries Concerning Employees

Objective

To provide a central location for all inquiries seeking a reference and/or employment verification for District employees or former employees.

Guidelines

Inquiries concerning verification of employment are referred to Human Resources. However, when required by the SC Code of Laws, police leadership must comply with the background investigations process which may include verification of employment for a current or former police department employee.

Inquiries Concerning Employees

All employment verification inquiries from current or former employees, prospective employers of current or former employees, governmental agencies, or other organizations such as a financial or lending institutions, are to be directed to the Human Resources Department for an official response.

Under no circumstances is any other employee authorized to provide a written or official employment verification response for the District. The Human Resources Department personnel are trained in responding to employment verification requests. Human Resources will also know whether a signed authorization to release information, from the current/former employee, is on file.

All requests for employment verification must contain the employee's or former employee's signature authorizing the release of information.

When the signed authorization to release information is presented, the Human Resources department, will release the following information as requested:

1. whether the individual is currently employed by the District
2. the employee's current or last job title
3. the dates of employment with the District
4. the current or final salary paid to the employee

Depending on the circumstances of the request, the District may give additional information pertinent to their role with the District but will not provide character references.

The District does comply with the U.S. Department of Transportation (DOT) regulations in accordance with the Omnibus Transportation Employees Testing Act of 1991 and the with U.S. DOT rule 49 CFR Part 40.

Those personnel records, which are declared to be public records by virtue of South Carolina Code of Laws, Title 30 (Public Records) Chapter 1 and Chapter 4 (Freedom of Information Act), will be opened for inspection to any person in accordance with the provisions of that statute.

Approval & Update History:
September 9, 2019
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September 16, 2024
September 21, 2026

Section 201.09 – Open Door

Objective

The District is committed to creating the best work environment for its employees. The District has adopted an open-door policy for all employees, to encourage the workforce to raise concerns and resolve issues that pertain to the working environment and/or conditions of employment.

Guidelines

The purpose of the District's Open-Door policy is to encourage open communication, feedback, and discussion about any matter of importance to an employee. The District's open-door policy means that employees are free to talk with any manager at any time about any topic.

If an employee has any questions or concerns about their job, work conditions, or other employment-related issues, that employee is free to bring those issues to management's attention. The District encourages employees to discuss issues and to ask questions openly with management without fear of retaliation. While the District may not be able to satisfactorily resolve all concerns or issues an employee may have, the District will listen to employee's concerns and work with employees to address issues that arise during their employment.

Employees are encouraged to discuss concerns openly with management. Employees may bring issues to the attention of their immediate supervisor, their department Director, their VP, and/or Human Resources. Employees also may bring any employment-related issues to the attention of the President/CEO.

The purpose of the Open-Door policy is to encourage communication and is not meant to circumvent the chain of command or the formal grievance procedure.

Approval & Update History:
September 9, 2019
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September 16, 2024
September 21, 2026

Section 201.10 – No Solicitation & Distribution

Objective

In order to maintain and promote safe and efficient operations, employee discipline, and an attractive workplace, the District has established this policy which outlines solicitation, distribution of written material, and entry into District work areas.

The District encourages employees to support community activities and charities, however, employees should not engage in any solicitation or distribution of materials that violate the District's No Solicitation & Distribution Policy.

Guidelines

1. Employees are prohibited from distributing any materials during their working time. "Working time" includes all time during which an employee is assigned to or engaged in the performance of job duties but does not include scheduled breaks or meal periods during which time the employee is not assigned to or expected to perform any job duties. In addition, it does not include the time before and after the employee's shift.

2. Regardless of whether employees are on working time, employees are prohibited from distributing any materials in working areas. Working areas include all areas where work is actually performed, but does not include areas such as break rooms, parking lots, locker rooms.

3. Employees are prohibited from soliciting another employee during their own working time or during the other employee's working time.

4. Solicitation and distribution of literature by non-employees on District property is prohibited.

While Human Resources may approve certain charitable solicitations or distributions, non-employees are not otherwise permitted on District property to engage in any form of solicitation or distribution. Any prohibited solicitation or distribution of materials should be immediately reported to the department Director or to Human Resources.

Approval & Update History:
September 9, 2019
November 14, 2022
September 16, 2024
September 21, 2026

Section 201.11 – District Communications

Objective

The District uses various means of communication to share information with employees. All District employees are responsible for checking these means of communication to ensure that they are informed.

Bulletin Boards

Information posted on District bulletin boards are strictly for business-related purposes only. Employees are prohibited from removing, defacing, or in any way tampering with any information posted on District bulletin boards. Bulletin Boards are District property and employees are prohibited from posting personal or nonbusiness information on them. Human Resources, department Directors, or designees are allowed to approve information to be posted on District bulletin boards.

Work Emails

Employees must regularly check their emails to ensure they are informed. Employees will be held accountable for District information shared via email. Per federal law, non-exempt employees may only check their work emails when they are clocked in (see policy 205.01, for more information).

Expectations

Employees are responsible for reviewing and fully reading the information shared with employees by the District. This includes but is not limited to the information in the District employee newsletter (currently known as the W.O.W.), District computer lockscreens, the Employee Intranet, Department Area Display Screens, and other means used by the District to communicate.

Approval & Update History:
September 9, 2019
November 14, 2022
September 16, 2024
September 21, 2026

Section 201.12 – Confidential Information

Objective

The Airport District has an obligation to protect the Confidential Information of our customers. As employees of the Airport District, we all have an obligation to maintain the privacy required by our customers during their usage of airport services and property.

Definitions

"Confidential Information" means (i) competitively sensitive information, (ii) of importance to the District, (iii) that is not publicly available and is kept in confidence by the District, (iv) that becomes known to the employee tough their employment with the District. Assuming the above criteria apply, examples of Confidential Information includes documents and information in any form related to District financial records, performance reports, processes, projections, business plans, marketing plans and strategies, customer information (including project-specific information), customer lists, vendor information (including vendor contracts and costs), personal information about any individual (social security number, protected health information, credit card numbers, drivers' license numbers, mother's maiden name, complete date of birth, minor children's names), promotional methods, techniques and methods of operations, object code and source code to the District's software potentially patentable products and processes, and the information of any third-party (customers, vendors, suppliers, etc.) that the Company is obliged to treat as confidential.

Excluded from "Confidential Information" is information that:

(x) you can prove was in your possession before you received it from the District; (y) is in the public domain through no fault of your own; or (z) you learned from a third party not related to the District. Information licensed by the District to customers under a confidentiality restriction is not considered to be in the public domain.

General

From time to time during the performance of your duties with the District, you may be exposed to trade secrets and other Confidential Information. For example, you may, during the performance of your duties, become aware of the anticipated travel plans of high-profile persons or celebrities. You may also be exposed to cargo or luggage of a personal nature, or proto-types of new products that contain experimental designs that are otherwise non-public.

If you are exposed to any such information, or become aware of any such information, you should assume that the information is not public and should not be shared. This means that you should not discuss the information with anyone in the District unless it is necessary for you to do so in the performance of your job, you should not disclose the information with other third parties.

It is not appropriate to record or take any photos or recordings that may capture or otherwise jeopardize the protection of trade secrets or other Confidential Information. Furthermore, unless specifically authorized through the District's Social Media policy, you should not disclose, share or post on social media any information which contains, alludes to, or otherwise references any trade secrets or Confidential Information.

Nothing contained in this policy is intended to prohibit good faith reporting of possible violations of applicable law or regulation to any government agency or entity, or in making disclosures where such disclosures are protected under applicable law or regulation, and advance notice of such disclosures is not required to be provided to the Company. Similarly, nothing in this policy prevents any employee from exercising, in any way, their rights under applicable law. Employees shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney, and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

Nondisclosure

By electronically acknowledging this manual, you agree that you will not disclose trade secrets or other Confidential Information to any third party not employed by the District unless the District authorizes you to do so in writing. You further agree that you will not use trade secrets or other Confidential Information for any purpose except to perform your employment duties for the District. These agreements will continue to apply after you are no longer employed by the District. Violations of this policy could result in disciplinary action up to termination for employees as well as possible legal action.

Approval & Update History:
September 9, 2019
September 16, 2024
September 21, 2026

Section 201.13 – Participating in Political Campaigns

Objective

To provide guidelines to District employees participating in political campaigns for elective offices.

Definitions

District Property - Any District owned property.

Employee – Any person employed by the District.

Provisions

Nothing contained in this section shall be deemed to prohibit any public employee from expressing their opinions on any candidate or issue or from participating in any political campaign during their off-duty hours.

The provisions of State Statute and/or Federal Statute govern in these matters and employees are directed to conform.

Guidelines

Employees may not campaign, wear, or display any campaign material while on duty on airport premises. Campaign material may not be displayed on or from their vehicle(s) while on District property. Bumper stickers on bumpers of privately-owned vehicles are an exception.

Any employee may express an opinion on any candidate or issue or may participate in any political campaign during off-duty hours provided such activity is not in conflict with any provision of State Statutes or District policy.

Any employee receiving a request from any candidate for public office for information concerning District business, other than usually and readily available to any citizen, must advise the candidate to submit the request in writing to the President/CEO.

Each employee, as a voter, is encouraged to vote in all elections.

Procedure

During a primary or general election, an employee who is registered to vote, whose hours of work do not allow sufficient time for voting is allowed time off with pay for this purpose. Where the polls are open two (2) hours before or two (2) hours after the regular scheduled work period, it is considered sufficient time for voting.

No employee may participate on behalf of, or in opposition to, the campaign of any candidate during the particular employee's work hours.

Any employee found violating any applicable provision of the State Statues is subject to disciplinary action by the District including possible dismissal and, additionally, any penalty provided for violation of a State Statute. Any violation of this policy will be reported without undue delay to Human Resources.

Human Resources is responsible for initiating an investigation of an alleged violation and for submitting their findings to the appropriate executive leader and the President/CEO for appropriate action.

Approval & Update History:
September 9, 2019
November 14, 2022
September 21, 2026

Section 201.14 – Conflicts of Interest

Objective

To prescribe a policy for prevention of conflict of interest, potential for conflict of interest, acceptance of outside employment, and/or gratuities and divulgence of information.

Commissioners

Any District commissioner, or any entity that is owned by or affiliated with a commissioner or a commissioner's family, who is involved in a business transaction with the District in which there is a potential conflict of interest shall promptly notify the chairperson of the District commission in writing describing the nature of the business transaction and the potential conflict of interest. The transaction shall be authorized, approved or ratified by the District commission, as determined by the chairperson of the District commission. The District commissioner with the conflict of interest, shall disclose in writing the potential conflict of interest to the District commission, before any vote on the transaction and such disclosure shall be recorded in the minutes of the District commission meeting at which the written disclosure is made. Such disclosure shall include the material facts of the transaction and the District commissioner's financial interest in the transaction. The District commissioner with the conflict of interest shall refrain from voting on any such transaction, deliberating or taking any other action with respect to the business transaction. Any business transaction of the District that involves a potential conflict of interest with a District commissioner shall have terms that are at least as fair and reasonable to the District as those that would otherwise be available to the District if it were dealing with an unrelated party and, to the extent applicable under the District's policies and procedures and applicable law, the District issues a public request for proposals with respect to such business transaction.

No person, firm, or corporation may be deemed to be proposing to have a contractual relationship with the District or be proposing to render services to the District unless such person, firm, or corporation may submit a bid to the District for any District contract, may make a contractual offer to the District, or may request the District to consider entering a contractual relationship with the person, firm, or corporation.

Gratuities

No employee shall accept, or agree to accept, directly or indirectly, a favor, gift, loan, money, fee, service or other item of value in any form whatsoever from any entity, organization or individual if it is intended to reward or influence, or gives the

appearance of rewarding or influencing the employee with respect to their employment. This policy is not intended to prevent an employee from accepting an award or recognition for meritorious or outstanding achievement for community or government service.

Outside Employment

No District employee, full-time or part-time, may accept a non-District job that will directly or indirectly affect or interfere with the employee's ability to perform their position with the District.

- District employees' that are in supervisory roles (of people or processes), Police Officers, Firefighters, or Operations Officers may not accept employment, full or part-time, with any tenant or outside company in a business contract with the District where there could be an actual or apparent conflict of interest. If outside employment with a non-conflicting company is accepted, the employee must receive prior approval by the immediate supervisor and the department Director and ensure that the schedule does not conflict in any way with their schedule at GSP.

Should an employee consider securing outside employment, the employee shall complete the outside employment form located on the Employee Intranet, then submit the form to their supervisor and department leader for approval.

The completed form must be emailed to Human Resources to be stored in the employee's personnel file.

Divulgence of Information

No employee shall furnish any Confidential Information to gain personal advantage for themselves or anyone else. This must not be construed to limit, hinder, or prevent the divulgence or use of information in the performance of official duties, but will prohibit the use of or provision of information that would place the employee or the recipient in a vantage position over the general public, thereby constituting a violation of public trust. Employees shall, during both working and nonworking hours, act in a manner which will inspire trust in their integrity, impartiality and devotion to the best interests of the District, their fellow employees, customers, vendors and contractors. Employees shall not discuss Confidential Information outside of the workplace as defined in this Policy Manual.

Interest in Contract with the District

No employee of the District may be directly or indirectly employed by any person, firm, or corporation having any contractual relation with, or rendering for any consideration, services to the District or any department or agency of the District.

No person, firm, or corporation having any contractual relation with, or rendering for any consideration, services to the District or any department or agency thereof, may employ directly or indirectly any employee of the District, nor may any such firm or corporation have as a direct or indirect interested party thereof an employee of the District without prior approval from a District executive team member.

No person, firm, or corporation having any contractual relation with, or rendering for any consideration, services to the District or any department or agency thereof, may have a member of its Board be an employee, or as a direct or indirect interested party therein, may be eligible to be considered to have a contractual relation with or to render for any consideration, services to the District.

Employees Associated with Auditing/Financial Consulting Firms Doing Business with the District

No member of a current or former auditor or other financial consulting firm that is or has worked with the District can be hired by the District for a period of two years following such engagement.

Interest in Contract with the District – Employees of the District; Employees of Boards, & Agencies Members or Boards

No employee of the District or member of any board, or agency of the District may be directly or indirectly employed by any person, firm, or corporation, nor be directly or indirectly interested in any firm or corporation having, or proposing to have any contractual relation with or rendering, or proposing to render for any consideration, services to the District or any department, board, or agency thereof, when the approval, concurrence, decision, recommendation, or advice of the employee or member may be sought, obtained, or required in any connection with contract service.

No person, firm, or corporation, having or proposing to have any contractual relationship with, or rendering or proposing to render any consideration, services to the District or any department, board, or agency thereof, may employ or have as an interested party, directly or indirectly, any employee of the District, member of any board of the District, or employee of any board, or agency of the District, when the approval, concurrence, decision, recommendation or advice of such employee or

member may be sought, obtained, or required in connection with such contract or service.

No person, firm, or corporation may be deemed to be proposing to have a contractual relationship with the District or be proposing to render services to the District unless such person, firm, or corporation may submit a bid to the District for any District contract, may make a contractual offer to the District, or may request the District to consider entering a contractual relationship with the person, firm, or corporation.

Penalty

Violation of any provision of this procedure by a District employee or a family member of a District employee may result in disciplinary action up to and including immediate dismissal of the employee.

Approval & Update History:
September 9, 2019
November 14, 2022
September 16, 2024
September 21, 2026

Section 201.15 – Ethics Hotline

Objective

The District is committed to conducting business with the highest ethical standards. To ensure attention to this standard of behavior, the District has established an ethics hotline program that provides a means of communicating concerns about potential violations of the law and state and local ethics codes. The purpose of the Hotline is to provide employees a place to report illegal or dishonest activity affecting the District's financial or business affairs by any District employee or any person or firm doing business with the District. Examples of such activity include: fraud, theft, embezzlement, bribery, kickbacks, dishonest or inaccurate accounting or recordkeeping, safety violations, or conflicts of interest.

Issues such as workplace violence, substance abuse, discrimination and/or sexual harassment should not be reported via this Hotline but should be directed to the District's Human Resources Department (by calling Human Resources at 864-848-6298 or by emailing HR@gspairport.com) or another member of management.

3rd Party Vendor & Contact Information

The Ethics Hotline is managed by an independent 3rd party service provider.

Employees may report fraud or ethics violations 24 hours a day, 7 days a week by telephone or online.

Call: 877-879-9802 or visit gspairport.ethicspoint.com.

Complaints to the Ethics Hotline may be made anonymously.

Procedures

The Human Resources department is responsible for receiving complaints reported to the hotline and determining the priority of the complaint.

If the complaint is against the Human Resources Department the report will be directed to the President/CEO. Some cases may be rejected as Hotline cases. If this is done, and the complainant is not anonymous, the complainant will be notified.

Rejections are typically based upon one or more of the following:

- not a hotline topic;
- no merit of complaint upon initial investigation;

- too much time elapsed since incident.

The reason(s) for the dismissal will be documented, and the complaining party contacted if the complaint was not made anonymously.

The complaint priorities are as follows:

- Critical "Priority A" complaints may require immediate attention regardless of the time of day. The President/CEO and/or other appropriate departments will be immediately notified by phone. Two alternate contacts will be identified in the event the primary cannot be reached. Priority A complaints will be reported directly to the Commission Chair only if the report involves the President/CEO).

  Priority A reports consist of, but are not limited to, complaints regarding:

  - Falsification of Company Records
  - Fraud
  - Fraudulent Insurance Claims
  - Kickbacks
  - Theft of Cash
  - Theft of Goods/Services
  - Workplace Violence
- Urgent "Priority B" complaints may require prompt but not immediate attention.

  Priority B reports consist of, but are not limited to, complaints regarding:

  - Accounting/Audit Irregularities
  - Conflicts of Interest
  - Improper Loans to Executives
  - Retaliation against Whistleblowers
- Not-Accepted "Priority C" complaints will not be accepted as a Hotline case. (This will be documented with an explanation which could be referred to another more appropriate department.

  Reports regarding the following should be reported directly to Human Resources or the appropriate District Department:

  - Customer Relations
  - Discrimination
  - Employee Relations Issues
  - Policy Issues o Product Quality Concerns
  - Safety and Sanitation Issues

- Sexual Harassment
- Substance Abuse
- Time Card Fraud
- Wage/Hour Issue

While Priority C issues are important to the District and this policy in no way is intended to minimize the significance of these issues, they are not appropriate for the Ethics Hotline and will be referred to and investigated by the Human Resources Department or appropriate District department.

The President/CEO will be notified of the alleged ethics violation in the Priority A & B categories, determined priority, and the investigation plan. The President/CEO will determine on a case-by-case basis, which, if any, of the complaints (not involving the President/CEO) are reported to the Airport Commission.

Upon completion of the investigation, Human Resources and the department Director are notified and the appropriate disciplinary and/or remediation actions are taken with the involved employee(s).

Human Resources will notify the President/CEO of actions taken within two business days. Human Resources Leadership replies to the complainant regarding the outcome of their ethical complaint within two business days via the ethics hotline third party vendor.

Human Resources Leadership will generate a final report with recommendations that will be presented to thePresident/CEO.

The independent 3rd party ethics hotline company, will disseminate reports via email to recipients based on incident code.

The District will educate employees to ensure employee awareness of the Ethics Hotline.

Approval & Update History:
September 9, 2019
August 25, 2020
November 14, 2022
September 21, 2026

Section 202.00 –

Anti-Discrimination & Harassment

Section 202.01 – Discrimination, Harassment, and Bullying

Objective

The District is committed to providing a work environment in which all individuals are treated with equality, respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment. Therefore, the District expects that all work-related interactions will be business-like and free of bias, prejudice and harassment.

The District will not tolerate discrimination or harassment of any kind. Through enforcement of this policy and by education of employees, the District will seek to prevent, correct and discipline behavior that violates this policy.

All employees, regardless of position, are covered by and are expected to comply with this policy and to take appropriate measures to ensure that prohibited conduct does not occur. This policy applies to the workplace (including the remote work environment); to organizational travel; to off-duty conduct that affects the workplace; to electronic and in-person interactions; and to all work-related social functions, both on and off District property.

Any complaint in violation of this policy will promptly be investigated and resolved appropriately. Appropriate corrective and/or disciplinary action will be taken against any employee who violates this policy(or who engages in conduct that (1) could reasonably be perceived as violating this policy, or (2) if continued, could become a violation of this policy). Based on the seriousness of the offense, disciplinary action may include verbal or written reprimand, suspension, or termination of employment.

Prohibited Conduct & Definitions

The District, in compliance with all applicable federal, state and local anti-discrimination and harassment laws and regulations, enforces this policy in accordance with the following definitions and guidelines:

Discrimination

It is a violation of the District's policy to discriminate in the provision of employment opportunities, benefits or privileges; to create discriminatory work conditions; or to use discriminatory evaluative standards in employment if the basis of that discriminatory treatment is, in whole or in part, the person's race, color, sex (including pregnancy, childbirth, and related conditions), sexual

orientation , gender identity or expression, national origin, age, religion, disability status, genetic information, marital status, uniformed service, or any other status protected under applicable federal, state, or local laws ("Protected Characteristics").

Discrimination of this kind may also be prohibited by a variety of federal, state and local laws, including Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1967 and the Americans with Disabilities Act of 1990. This policy is intended to comply with the prohibitions in these anti-discrimination laws.

Harassment

The District is committed to providing a work environment in which all individuals are treated with equality, respect and dignity. In keeping with this commitment, the District has adopted a policy of **zero** tolerance with regard to unlawful harassment.

Harassment is defined under federal law as unwelcome conduct (verbal, non-verbal, written or physical) that is based on or related to any actual or perceived Protected Characteristic Harassment becomes unlawful where:

1. enduring the conduct becomes a condition of continued employment; or
2. the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

Such conduct may include, but is not limited to the following (when based on or connected to any Protected Characteristic): slurs, words, signs, jokes, pranks, cartoons, calendars, comments about appearance, intimidation, bullying, physical contact, or violence. Conduct can be considered harassment whether it occurs in person, via email, social media, etc. There is no prototypical perpetrator or victim of unlawful harassment. Unlawful harassment can take place between individuals who share the same Protected Characteristic (for example, same-sex harassment, or harassment toward an individual of the same race or national origin), just as it can take place between individuals who do not share such Characteristics (for example, males harassing females, females harassing males, or harassment toward an individual of a different race or national origin).

Sexual Harassment

Sexual harassment is prohibited by federal, state and local laws, and applies equally to men and women. Federal law defines sexual harassment as

unwelcome sexual advances, requests for sexual favors, and other verbal, non-verbal, physical or written conduct of a sexual nature, when the conduct:

1. explicitly or implicitly affects a term of condition of an employee's employment;
2. is used as the basis for employment decisions affecting the employees; or
3. unreasonably interferes with an employee's work performance or creates an intimidating, hostile or offensive working environment.

Such conduct may include but is not limited to: subtle or overt pressure for sexual favors, inappropriate touching, lewd, sexually oriented comments or jokes, foul or obscene language, posting of suggestive or sexually explicit posters, calendar, photographs, graffiti, or cartoons, and repeated requests for dates. Conduct can be considered sexual harassment whether it occurs in person, via email, social media, etc. The District further prohibits harassment and discrimination based on sex stereotyping. Sex stereotyping occurs when one person perceives a man to be unduly effeminate or a woman to be unduly masculine and harasses or discriminates against that person because they do not fit the stereotype of being male or female.

Workplace Bullying

The District defines bullying as repeated, health-harming mistreatment of one or more people by one or more perpetrators. It is abusive conduct that includes:

- Threatening, humiliating or intimidating behaviors.
- Work interferences/sabotage that prevents work from getting done.
- Verbal Abuse.

Such conduct may include, but is not limited to:

- Verbal Bullying: maliciously slandering, ridiculing or maligning a person or their family; persistent malicious name-calling; using a person as the butt of jokes; abusive remarks.
- Physical Bullying: Pushing, shoving, kicking, poking, tripping, assault or threat of physical assaults, damage to a person's work area or property.
- Exclusion: Socially or physically excluding or disregarding a person in work-related activities.

In addition, the following examples may constitute or contribute to evidence of bullying in the workplace:

- Persistent singling out of one person.
- Shouting or raising one's voice at an individual in public or in private.
- Using obscene or intimidating gestures.
- Not allowing the person to speak or express themselves (i.e., ignoring or interrupting).
- Malicious insults and nicknames.
- Public humiliation in any form.
- Constant criticism on matters unrelated to the person's job performance.
- Public reprimands.
- Repeatedly accusing someone of errors that cannot be substantiated.
- Deliberately interfering with mail and other communications.
- Unwanted physical contact, physical abuse or threats of abuse to an individual or an individual's property (defacing or marking up property).
- Spreading malicious rumors and gossip .
- Manipulating the ability of someone to do their work (e.g. overloading, underloading, withholding information, setting deadlines that cannot be met, giving deliberately ambiguous instructions).
- Assigning menial tasks not in keeping with the normal responsibilities of the job.
- Refusing reasonable requests for leave in the absence of work-related reasons not to grant leave.
- Deliberately excluding an individual or isolating them from work-related activities, such as meetings.

Responsibilities

Employee Responsibilities

All employees of the District have a responsibility to keep our environment free from unlawful discrimination, harassment and bullying. Any employee who believes they have been subjected to, witnessed, or otherwise became aware of discrimination, harassment or bullying must contact their leadership or Human Resources.

All reports of unlawful discrimination or harassment, or of bullying will be promptly investigated and will be kept as confidential as possible without impeding the investigation. If you are found to have acted in a manner that is inconsistent with this policy, you will be subject to corrective and/or disciplinary

action, up to and including termination of employment. The District will also take additional action necessary to appropriately address employee concerns about discrimination, harassment or bullying.

Employees should not feel hesitant or embarrassed about reporting discrimination, harassment, or retaliation. The District encourages good faith reports about these issues, as the District is dedicated to making sure that the workplace is productive and free from unlawful conduct. The District can achieve this goal only if employees cooperate in reporting all possible violations of this policy.
Any employee who knowingly provides a false report of a violation of this policy will be subject to disciplinary action, up to and including termination of employment.

Retaliation Prohibited

The District will not tolerate retaliation against anyone who makes a good faith effort to report a potential violation of this policy, who assists someone else in making such a report, or who participates in any investigation, proceeding, or hearing of such a report.

If an employee believes they are being retaliated against, they should promptly contact their leadership or Human Resources, so an investigation can be conducted.

Supervisor Responsibilities

Any supervisor who receives a report or otherwise becomes aware of any potential violation of this policy must immediately contact Human Resources. A supervisor's failure to do so may result in disciplinary action, up to and including termination.

All supervisors are expected to ensure that the work environment is free from discrimination, sexual and other harassment, and bullying.

Supervisors are responsible for the application and communication of this policy within their work areas. Supervisors should:

- Encourage employees to report any violations of this policy before the conduct becomes severe or pervasive.
- Make sure the Human Resources department is made aware of any inappropriate behavior in the workplace.

- Create a work environment where discrimination, sexual and other harassment, and bullying is not permitted.

Complaint Procedures

Employees must report potential violations of this policy, as described above, as soon as possible after the occurrence. The employee may make this report to their immediate supervisor, designated manager, and/or Human Resources so that an investigation can be conducted. If the report concerns the supervisor, the employee should immediately report any concerns to the Human Resources department. Complaints of discrimination, harassment, bullying or retaliation may also be brought directly to the President/CEO.

Investigation Procedures

Upon the receipt of a potential violation of this policy, the President/CEO shall be advised; or if the complaint is against the President/CEO, the District Chair and/or Vice Chair shall be advised. It is the District's policy to investigate all such reports thoroughly, impartially and promptly. To the fullest extent practicable without impeding the investigation, the District will maintain the confidentiality of those involved in conducting the investigation. Human Resources Leadership will have primary responsibility for investigating any and all complaints relating to employee misconduct. However, some investigations may be assigned to a District designee with direction from Human Resources Leadership. Any District designee assigned to conduct an investigation must have completed training with the Human Resources Department in conducting investigations.

Human Resources Leadership shall:

- Promptly interview and obtain statements from all parties involved in the reporting, including but not limited to the reporting party and the target of the report.
- Determine if there is a potential for risk occurrence. If there is a potential, take all measures appropriate to protect employees, visitors and property.
- Complete an investigation report summarizing all relevant and necessary information, including findings.

Based on the investigation, Human Resources or assigned designee must determine the outcome of the investigation and the appropriate action, if any, to be taken. This determination shall be documented in writing and made part of the investigative report.

All employees are expected to cooperate in good faith with any ongoing workplace investigation, including any investigation regarding a potential violation of this policy.

Retention and/or release of investigative reporting

Human Resources will retain all records relative to the investigation in a secure area. The District will not release any investigative files, including but not limited to interviews and findings, unless requested by a court authorized request, such as Subpoena or Court Order.

Complaint Disposition

Human Resources or designee will notify the reporting party of the outcome of the investigation.

Disciplinary Actions

Any employee of the District whom Human Resources or designee has determined to have violated this policy (or who has engaged in conduct that (1) could reasonably be viewed as a violation of this policy, or (2) if continued, could become a violation of this policy) shall be subject to appropriate corrective and/or disciplinary action, up to and including termination.

Any employee in a supervisor position or higher, that has actual knowledge of discrimination, sexual or other harassment, or bullying involving any employee(s) and does not take corrective action and report the matter directly to Human Resources may be subject to discipline up to and including termination.

Approval & Update History:
September 9, 2019
November 14, 2022
September 16, 2024
September 21, 2026

Section 202.02 – Equal Employment Opportunity

Objective

The District is an Equal Opportunity Employer. This policy reaffirms the District's commitment to Equal Employment Opportunities and to compliance with federal and state laws.

General

It is the policy of the District not to discriminate or tolerate harassment against any employee or applicant for employment because of race, color, religion, sex (including pregnancy, childbirth and related medical conditions (including, but not limited to, lactation)), sexual orientation, gender identity or expression, national origin (including ancestry), age (40 and over), marital status, genetic information, disability, veteran status, uniformed service, or any other characteristic protected by applicable law.

This policy shall apply to all employment actions, including but not limited to recruitment, hiring, upgrading, promotion, transfer, demotion, layoff, recall, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship, at all levels of employment.

Additionally, retaliation, including intimidation, threats, or coercion, because an employee or applicant has objected to discrimination, engaged or may engage in filing a complaint, assisted in a review, investigation, or hearing or have otherwise sought to protect or act upon their legal rights under any Federal, State, or local EEO law is prohibited.

Employment decisions are made with the principle of Equal Employment Opportunity.

All appointed officials, managerial and supervisory employees are responsible for supporting this policy and for the furtherance of the principle of Equal Employment Opportunity in all Human Resources matters.

Human Resources is responsible for overall compliance and shall maintain personnel records in compliance with applicable laws and regulations.

Approval & Update History:
September 9, 2019
November 14, 2022
September 16, 2024
September 21, 2026

Section 202.03 – Americans with Disabilities Act (ADA)

Objective

It is the policy of the District to comply with all federal and state laws concerning the employment of persons with disabilities by not discriminating against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment. The District also limits the instances it seeks medical information from employees, and keeps that medical information confidential (on a need-to-know basis). Finally, where appropriate, the District offers reasonable accommodations to qualified disabled individuals so long as those reasonable accommodations will not create an undue hardship on the District or pose a threat to health or safety.

General

The District complies with the Americans with Disabilities Act (ADA) and other applicable federal, state and local laws in ensuring equal opportunity and employment for qualified persons with disabilities. All employment practices, terms, and conditions of employment and privileges of employment are conducted on a non-discriminatory basis.

Where appropriate, the District offers reasonable accommodations to qualified disabled individuals so long as those reasonable accommodations will not create an undue hardship on the Company or pose a threat to health or safety. Accommodations are those changes, modifications, or alterations that allow an otherwise qualified individual to enjoy the benefits of working and perform all essential functions of their position notwithstanding a physical or mental impairment. Accommodations may be in the form of changes in the workplace, leave, or reassignment to vacant positions. An employee with a disability who feels they need a reasonable accommodation in order to continue performing the essential function(s) of their position should contact their immediate supervisor and/or Human Resources. A supervisor who receives a request for an accommodation should promptly notify Human Resources of the request. On receipt of an accommodation request, the District will engage in an interactive process with the employee to view possible reasonable accommodation options consistent with the ADA. Reasonable accommodations which do not result in an undue hardship on the operation of the District or a threat to health or safety will be considered for all employees with physical or mental disabilities where their disabilities affect their ability to perform the essential functions of their job. All employment decisions are based on the merits of the situation in accordance with applicable job criteria, not the disability of any individual. Persons seeking accommodation may be required to provide documentation of their abilities/restrictions. Failure to cooperate with the District's efforts to reach an accommodation will result in denial of protection under applicable law. If two or more accommodations are reasonable and will be effective, the District has the right to decide

what accommodation to make. The District prohibits any form of discrimination or retaliation against an individual for requesting or utilizing a reasonable accommodation under applicable law.
An employee who has questions regarding this policy or believes that they have been discriminated against based on a disability or a request for or utilization of an accommodation should notify Human Resources. All such inquiries will be treated as confidentially as possible without impeding the investigation process.

All appointed officials, managerial and supervisory employees are responsible for supporting this policy and principal of complying with the Americans with Disabilities Act in all Human Resources matters.

Human Resources is responsible for the overall compliance and shall maintain personnel records in compliance with applicable laws and regulations, including resolution of reasonable accommodation, safety and undue hardship issues.

Approval & Update History:
September 9, 2019
November 14, 2022
September 21, 2026

Section 203.00 –

Safety, Security, & Health

Section 203.01 – Safety

Objective

The safety of all employees and the general safe welfare of all people are a primary concern of the District and the District strives to provide a safe and healthy environment for all employees and to the general public. To achieve this goal, the District will maintain health and safety programs that give primary importance to protecting employees from occupationally induced injury and illness. To be successful, participation from all employees is required.

The District requires employees to use safety equipment when deemed necessary for the work assignment. Employees are responsible for developing a safety-minded attitude, and continuously practicing safety while performing their duties. Operating methods and procedures must be followed, and employees are trained with regard to safety conditions. Safety is everyone's responsibility.

The District will also provide equipment and facilities that promote safety and injury prevention.

Some health and safety programs will differ between departments. Be familiar with and follow safety programs specific to each department and/or facility.

Guidelines

Employees are responsible for developing a safety-minded attitude, and continuously practicing safety while performing their duties, whether on District property or while on business on behalf of the District. It is an employee's responsibility to inform the appropriate manager immediately of any potentially hazardous situations.

Each employee should make every effort to attend safety and health training opportunities in order to display commitment to support the District's safety value.

The District will provide equipment (to include Personal Protective Equipment (PPE)) and facilities that promote safety and injury prevention.

Some health and safety policies will differ between departments. Be familiar with and follow safety policies specific to your position, department and work areas.

While it is impossible to list every single rule necessary for the health and safety of all employees, below are some of the guidelines employees should observe for their safety and the safety of others:

- Any work-related accident or incident, no matter how small, even if injury or damage does not occur or is not obvious, must be reported immediately to the employee's immediate supervisor (or as soon as possible, if immediate reporting is not practicable).
- Report all hazards or unsafe conditions to the immediate supervisor and Safety Management System as applicable.
- Maintain good housekeeping in their work area.
- Do not attempt to lift or push objects that are too heavy. Ask for assistance. Lift, where possible, by bending the knees, keeping body straight and pushing entire body upward.
- Employees must observe all safety rules, regulations and standard operating procedures of the District.
- Employees must wear personal protective equipment (PPE) in those departments and work areas where required, and for operations where such equipment is furnished.
- Employees are expected to wear clothing that cannot be caught in equipment or could possibly be unsafe. Safety shoes are required in some work areas. Some work areas may require closed toe/closed heel shoes to be worn before entering. Jewelry and length of hair may be restricted in some work areas.
- Reckless, careless, hazardous or improper use of District equipment is not permitted.
- All unsafe conditions, damaged tools, or defective equipment must be reported to a supervisor immediately.
- All hazardous materials must be labeled, proper documentation filed, and employees trained in the use of such materials.
- Foods and beverages must be stored and consumed in designated areas only.
- Smoking is allowed in designated areas only.
- Employees may only operate machinery and equipment they have been authorized and trained to operate.
- Employees are prohibited from removing, altering, or tampering with safety guards or other safety equipment.
- All employees should observe safe driving practices when driving District vehicles/equipment, both on and off District property.
- All employees are expected to keep their work areas neat and clean.
- Employees are expected to clean up their eating areas after they are finished.
- Aisles, doors and exits cannot be partially or wholly blocked.

- All employees and their passengers must wear a seatbelt while on District business or in any District vehicle/equipment that is equipped with seatbelts. The only exception is if a District Standard Operating Procedure (SOP) states otherwise.
- Electric repairs are to be made by authorized employees only. All equipment must be tagged and locked out during repair.
- Employees who may be exposed to hazardous or chemical environments will receive training in the "right-to-know" law pertaining to storage and handling and hazardous material.

Safety Data Sheets (SDSs) are readily accessible to employees for all hazardous chemicals in the workplace. SDSs are located online for all employees to access. Hardcopies are located in Facilities.

Approval & Update History:
September 9, 2019
September 21, 2026

Section 203.02 – Security ID Cards

Objective

For security and safety reasons, employees are issued identification cards at the time of hire.

Policy

1. Security identification cards are issued at the Airport Badging Office.

2. These cards must be worn at all times when working and also when in any sterile and/or secured area.

3. An employee should immediately contact the Airport Operations Center (AOC) if their identification card is lost or stolen. Failure to do so may result in discipline up to and including immediate termination.

4. If an employee terminates employment, their Security Identification Card must be returned on or before the last day in the pay period in which they are employed. Failure to do so may result in the loss of certain accrued benefits in addition to having the cost of the badge deducted from the final paycheck

5. If an identification card is lost there will be a charge to replace it. The employee is responsible for the cost of the replacement as adopted in the annual budget process. If a card is lost three (3) or more times the appropriate executive leader may take other disciplinary action.

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September 9, 2019
September 21, 2026

Section 203.03 – Workplace Violence & Weapons

Objective

The District is committed to preventing workplace violence and to maintaining a safe work environment. The District has adopted the following guidelines to deal with intimidation, harassment, or other threats of or actual violence that may occur on or offsite.

General

Certain District positions require the use of weapons as part of their job responsibilities. District provided weapons for specific job responsibilities are not considered a personal weapon. Operations and Police use of District issued firearms on District time must be in accordance with departmental standard operating procedures.

Police officers are authorized to carry approved personal backup weapons. The carrying of an approved backup weapon shall be in accordance with Police Department standard operating procedures. All backup weapons shall be approved and certified per departmental SOPs prior to carrying. No other personal firearms are ever permitted in any District building, facility or District vehicle while working or while on District time. Personal weapons being lawfully transported or stored in a privately-owned vehicle in accordance with State Law are allowable as long as the weapon(s) remains inside the private vehicle at all times while on District property and is never inside any sterile or secured areas. Personal weapons other than approved Police officer backup weapons are never permitted in a District building, facility, District vehicle, nor inside a secured or sterile area and must remain within a private vehicle unless being used in accordance with the Outdoor Recreation procedure and additional interim guidance outlined below. District employees participating in recreational hunting on District property or utilizing the District firing range on personal time must comply with the Outdoor Recreation procedures. The Outdoor Recreation procedures do not allow any personal firearms inside District buildings, facilities, or District vehicles at any time.

Some District positions may require the use and/or carrying of a personal multi-tool (i.e. "Leatherman") and/or pocketknives. Multitools and/or pocketknives may only be carried when considered a "tool of the trade" and are authorized by department Directors. Use of such tools are limited to utility purposes only. No automatic, pushbutton or ejector knives are allowed ~~unless authorized as a secondary defensive tool in accordance with Police Department use-of-force procedures~~. Any multi-tools and/or pocketknives must be foldable/closable, and the blade length shall not exceed 4.00". District employees

that are authorized to carry such tools are responsible for maintaining control and possession of their tools at all times and especially when working in a sterile or secure area.

Prohibited Conduct

The District prohibits employees from possessing or carrying personal weapons of any kind in the District's buildings, facilities, property, or vehicles, or while doing any work on District time. This includes:

- Any form of weapon, to include pocket knives, or explosive materials;
- Any and all firearms.

If an employee is unsure as to whether or not an item is covered by this policy, they should contact Human Resources.

The District has a zero tolerance for any type of workplace violence committed by or against employees. Employees are prohibited from making threats or engaging in violent activities.

This list of behaviors, while not inclusive, are examples of conduct that is prohibited.

1. Causing physical injury to another person.
2. Making threatening remarks.
3. Aggressive or hostile behavior that creates a reasonable fear of injury to another person or subject another individual to emotional distress.
4. Committing acts motivated by, or related to unlawful harassment, sexual harassment, or domestic violence.

Enforcement

Threats, threatening conduct, any other acts of aggression or violence, or carrying personal weapons in the workplace will not be tolerated. Any employee determined to have committed such acts will be subject to disciplinary action, up to and including termination. Non-employees engaged in violent acts on the District premises will be reported to the proper authorities.

Procedure for Filing a Complaint or Reporting Threatening or Violent Behavior

Indirect or direct threats of violence, incidents of actual violence, and suspicious individuals or activities should be reported immediately to a supervisor, law enforcement personnel, Human Resources, or any member of the Executive Team. When reporting a threat of incident of violence, the employee should be as specific and detailed as possible. Employees, excluding law enforcement personnel, should not place themselves in peril, nor should they attempt to intercede during an incident.

Any potentially dangerous situation must be reported immediately to an employee's supervisor. The employee and/or supervisor then notify the department head, Human Resources, and appropriate executive team member as appropriate.

Reports can be made anonymously, and all reported incidents will be investigated. Reports or incidents warranting confidentiality will be handled appropriately and information will be disclosed to others only on a need-to-know-basis.

Employees should promptly inform the Human Resources department of any protective or restraining order that they have obtained that lists the workplace as a protected area. Employees are encouraged to report safety concerns with regards to domestic violence. The District will not retaliate against employees making good-faith reports. The District is committed to supporting victims of domestic violence by providing referrals to the Employee Assistance Program (EAP) and community resources and providing time off for reasons related to domestic violence.

Investigative Procedures

Upon the receipt of a complaint of workplace violence, the President/CEO shall be advised; or if the complaint is against the President/CEO, the District Chair and/or Vice Chair shall be advised. It is the District's policy to investigate all complaints of workplace violence thoroughly, impartially, and promptly. To the fullest extent practicable, the District will maintain the confidentiality of those involved without impeding the investigation. Human Resources will have primary responsibility for investigating all complaints relating to employee misconduct. However, some investigations may be assigned to a District designee with direction from Human Resources Leadership. Any District designee assigned to conduct an investigation must have completed training with Human Resources in conducting investigations.

Human Resources Shall:

Promptly interview and obtain statements from all parties involved in the reporting, including but not limited to the complainant. Determine if there is a potential for risk occurrence. If there is potential, take all measures appropriate

to protect employees, visitors and District property, which may include notifying the appropriate law enforcement agency.

Retention and/or release of investigative reporting:

Human Resources will retain all records relative to the investigation in a secure area. The District will not release any investigative files, including but not limited to interviews and findings, unless requested by a court authorized request, such as Subpoena or Court Order.

Complaint Disposition

When appropriate, Human Resources will inform the complaining party of the outcome of the investigation.

Disciplinary Actions

Any employee of the District whom Human Resources, and leadership has determined to have demonstrated or been involved with workplace violence shall be subject to disciplinary action up to and including termination.

Any employee in a supervisory capacity who has actual knowledge of workplace violence involving District employee, or personal weapons being carried in violation of this policy and does not report the matter directly to Human Resources shall be subject to discipline up to and including termination.

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September 21, 2026

Section 203.04 – Drug-Free Workplace

Objective

The District, in keeping with the provisions of the Drug-Free Workplace Act of 1988, has a longstanding commitment to providing and maintaining a substance abuse free working environment for the safety, physical and mental health of all employees and the public whom the District serves.

The District recognizes that drug and/or alcohol abuse pose a threat to the health and safety as an illness and is a major health problem. The District establishes this policy on the abuse of alcohol and the use of illegal drugs by its employees.

General

This policy outlines the practice and procedure designed to correct instances of identified alcohol and/or drug use in the workplace. This policy applies to all employees and all applicants for employment with the District.

Employees should report to work fit for duty and free of any adverse effects of illegal drugs or alcohol. This policy does not prohibit employees from the lawful use and possession of prescribed medications. Employees must, however, consult with their doctors about the medications' effect on their fitness for duty and ability to work safely and promptly disclose any work restrictions to their supervisor and/or department Director and Human Resources. Employees should not, however, disclose underlying medication conditions or diagnoses unless directed to do so.

Some employees of the District perform job duties which are specifically regulated by the Department of Transportation (Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration). Those employees must meet the requirements of both this policy and the federal regulations for employees regulated by the Department of Transportation.

The unlawful use, manufacture, distribution, dispensation, possession or working while under the influence of an illegal drug or controlled substance in or on any District facility, owned/leased vehicle or equipment, or while on District business is strictly prohibited. Alcoholic beverages may be dispensed at Official District functions. On duty District employees are prohibited from consuming alcoholic beverages at such functions, unless given authorization by a department Director or above. Consumption of such alcoholic beverages should be limited.

No employee shall report for duty or remain on duty that requires performing safety sensitive functions when the employee uses any controlled substance, except when the use is at the instruction of a physician who has advised the employee that the substance does not adversely affect the ability to perform their job safely. Violations of this policy may result in disciplinary action, up to and including termination.

Employees needing help in dealing with substance abuse or dependence problems are encouraged to get professional assistance. Please contact Human Resources if you need information regarding whether the District's insurance benefits will cover counseling.

A copy of this Drug-Free Workplace Policy is issued and signed for by each employee. District employees who perform DOT regulated duties will also receive and sign for the US DOT Office of Drug & Alcohol Policy and Compliance: What Employees Need to Know about DOT Drug & Alcohol Testing. Employees must abide by the terms of the policy and report any conviction under criminal drug statute for violations occurring on or off District premises while conducting business. A report of a conviction must be made within five (5) business days after the conviction. The Drug-Free Workplace Act of 1988 mandates this requirement.

Statement of Policy

It is the District's intent to maintain a "Drug-Free Workplace". Employees must refrain from reporting to work or working with the presence of drugs or alcohol in their body. In addition to possible disciplinary procedures and termination as a result of any violation of this Drug-Free Workplace Program, an employee injured in the course and scope of employment who after investigation and determination that testing is appropriate, but the employee refuses to submit to a test for drugs or alcohol, or is tested and had a positive confirmation of drug or alcohol use, may forfeit their eligibility for medical and indemnity benefits under the Workers' Compensation Act.

While the District understands that employees and applicants under a physician's care may be required to use prescription and over-the counter drugs, the failure to take prescription drugs in strict accordance with the prescription is a violation of this policy. Any employee who uses prescription medication without a prescription and/or in any manner inconsistent with the employee's personal prescription is subject to disciplinary action up to and including termination.

Drug Use

Employees are prohibited from using, possessing, distributing, manufacturing, selling, attempting to sell or being under the influence of illegal drugs (including related

paraphernalia) while on or off the job. As used in this policy, improper drug use is the use of any drug which is not legally obtainable; which is legally obtainable but has not been legally obtained; or which is being used in a manner or for a purpose other than prescribed (for example, use of depressants and stimulants not prescribed for current personal treatment by a locally treating licensed physician). Employees who violate this policy will be subject to disciplinary action including possible termination.

Alcohol Use

Employees are absolutely prohibited from using, possessing, distributing, manufacturing, selling, attempting to sell or being under the influence of alcohol while on duty, while on District property, or on any work site, with the exception of authorized official District functions. "Alcohol" meaning ethyl alcohol (ethanol) and includes beverage, mixture or preparation containing ethyl alcohol, including but not limited to, distilled spirits, wine, malt beverages, and intoxicating liquors. With regard to alcohol, an employee may also be determined to be "under the influence of alcohol" for purposes of this policy if the employee has a breath alcohol concentration (BAC) of 0.04 or higher. Employees who violate this policy will be subject to disciplinary action including possible termination. DOT regulated employees or District employees performing safety-sensitive functions or those with access to safety/sensitive areas will be prohibited from access or performance of such duties if their breath alcohol concentration is at or above 0.02 – 0.039.

Use of Prescription & Non-Prescription Medication

Employees must notify their supervisor before entry to the work area, when using any medication that may limit their ability to perform their job. Such notification may be confidentially given. Verification of any and all medication may be required. Where prescription medication is involved, verification may include the employee submitting a prescription copy of a physician's statement showing medication required and dates of use. Failure to report the use of medication or failure to verify the use of medication may result in disciplinary action including possible termination.

Drug or Alcohol Violations

Employees are required to notify their supervisor or Human Resources immediately upon their next reporting for work of any alcohol or drug-related arrest, conviction or administrative action.

In deciding what action to take, the employee's supervisor/ department Director, Human Resources Leadership, the appropriate executive leader, and the President/CEO

will take into consideration the nature of the charges, the employee's present job assignment, the employee's record with the District and other factors relative to the impact of the employee's conviction or no contest plea upon the conduct of the District. The District complies with applicable law regarding criminal arrests and convictions and will consider all arrests and convictions on an individual basis as the arrest or conviction relates to the employee's job.

Duty to Report Employee Drug & Substance Abuse

Employees must immediately report violations of these policies by other employees. Any employee who, in good faith based on reasonable suspicion, reports an alleged violation of this policy, or any supervisor who investigates or acts in good faith based on reasonable suspicion, shall not be harassed, retaliated against, or discriminated against in any way for making reports or participating in any investigation or action based thereon. To the extent possible, the reporting of employee drug and substance abuse will be kept confidential, if confidentiality can be maintained without impeding the investigation process.

Confidentiality

All information, interviews, reports, statements, memoranda, and drug or alcohol test results, written or otherwise, received by the District through the drug and alcohol testing program will be kept confidential. Also, laboratories, employee assistance programs, drug and alcohol rehabilitation programs, and their personnel who receive or have access to information concerning drug test results shall keep all information confidential. Unless compelled by a hearing officer, regulatory auditor or inspector, court, professional or occupational licensing board, information regarding drug testing may be released only by the voluntary written consent of the person tested.

Nothing in this provision shall be construed to prohibit the District or laboratory conducting a drug test from having access to employee drug test information when information is relevant to a defense in a civil administrative matter and when necessary for employment decisions affecting an employee.

Pre-Employment Drug Testing

It will be the policy of the District for all applicants who are being considered for employment to undergo screening for the presence of Drugs. All applicants must successfully complete a pre-employment drug testing after a conditional offer of employment has been made. An applicant who refuses to take the test or whose test results are confirmed positive, adulterated, substituted, or invalid will be denied

employment at that time, but may apply for employment with the District after one (1) year.

The job applicant has the right to consult the Airport designated Medical Review Officer (MRO). The Human Resources Department maintains current contact information of the Medical Review Officer for technical information regarding prescription and non-prescription medication and the possible affect these drugs may have on the outcome of the drug test. If the job applicant is using prescription or nonprescription medications, which may affect the outcome of a drug test, they must report the use when contacted by the MRO who reviews and establishes the final result status of all drug tests.

Employee Drug/Alcohol Testing

The District will maintain drug and alcohol testing practices to maintain a drugfree workplace and identify employees who are working under the influence of drugs or alcohol.

The District testing practices will include testing for the following reasons:

1. Reasonable suspicion will be conducted when a trained department head and/or supervisor and/or designee observes indicators of drug or alcohol abuse or drug or alcohol possession, which may include:
   - Direct observation of drug use possession (including related paraphernalia).
   - Abnormal conduct or direct observation of drug use or unauthorized alcohol use.
   - Involvement in an on-the-job unsafe practice that endangers the employee or others or risks significant property damage to county or others' property.
   - When an employee's observed behavior is significantly abnormal or indicative of impairment.
   - When there is evidence that an employee has used, possessed, sold, solicited or transferred drugs while working or while on District property, or while operating District vehicles, machinery or other equipment.
   - Employee's observed physical appearance or condition (smell, slurring speech, stumbling, or impaired gait, etc.) indicates potential use of alcohol or drugs.
   - Information that is provided by reliable and credible sources and has been independently corroborated.
   - Evidence that the employee tampered with a previous drug test.

2. Follow-up testing designated by the Substance Abuse Professional for up to five (5) years after a voluntary admission or an employee who tests positive for alcohol or illegal drugs, and fully completes a required drug or alcohol rehabilitation program.

3. Post-accident testing will occur for those employees involved and for whom the investigation by a supervisor or designee indicates that the employee's performance, behavior or physical condition did or may have contributed to the accident.

   Testing will always occur following:

   a) Any workplace or work-related accident that causes a fatality,
   b) Any workplace or work-related accident that results in injury to any individual requiring immediate removal to a medical facility for treatment,
   c) Any workplace or work-related accident that caused damage.

4. The District will always test employees transferring into a position regulated by the FAA or FMCSA, as required by the DOT, prior to the transfer.

5. The District reserves the right to conduct random drug and alcohol testing of all employees in Non-DOT regulated positions. All employees in DOT regulated positions will be subject to random drug and alcohol test in accordance with DOT regulations.

6. Return to Work: An employee who was suspended for a positive alcohol/ drug test, under District authority, may be returned to active duty, depending on job availability, when the District receives a return-to-work authorization from the District approved Substance Abuse Professional and the employee provides a negative return-to-work test.

Employees who are directed to submit to a drug and/or alcohol test and refuse to do so are in violation of this policy and will be subject to discipline including possible termination. Likewise, if the test results are confirmed positive, the employee will be in violation of this policy and subject to discipline including possible termination. Employees are also subject to disciplinary action, up to and including termination, for falsifying, tampering with, or altering a drug test.

Reasonable Suspicion Procedures

Reasonable suspicion will be conducted when a trained department Director and/or supervisor and/or designee observes indicators of drug or alcohol abuse or drug or alcohol possession.

The supervisor will request another supervisor's (trained employee and/or Human Resources) opinion (both supervisors must agree) prior to requesting an employee to take a reasonable suspicion drug/alcohol test. This will not be construed as an opportunity for an employee to delay testing. Employees may not operate District vehicles or equipment after being notified that a reasonable suspicion test is warranted. Additionally, employees believed to be under the influence or impaired for any reason shall be tested at a medical facility designated by the District. Under no circumstance is the employee to drive themselves. Following the testing, the employee will be transported home at the District's expense, or provided the opportunity to contact a non-employee for a ride. The employee will be informed that the law enforcement authorities shall be notified of their vehicle license number if the employee insists on driving. At least two district representatives must accompany the employee to the testing facility.

Employees who test negative will be transported back to the District and will remain on paid status for the completion of the shift or if normal work hours are exceeded, until leaving the normal place of work. Employees whose tests are not immediately available will be transported from the test site to their residence at the District's expense, or be provided the opportunity to contact a non-employee for a ride.

Random Testing

All employees will be subject to being selected for random drug/alcohol testing on an unannounced, random basis throughout the year. Employees may be selected for either drug testing alone or both drug and alcohol testing. Selection will be done by a third party. Every employee will have an equal chance of being selected every time a selection is made. Employees will be notified of their selection during the shift and will be expected to submit at that time to the drug/alcohol testing. Employees need not be escorted by supervisors to the testing site. Random testing selection rates will be in accordance with DOT regulations, for both DOT and non-DOT regulated employees.

Refusal to Test

Refusal or failing to submit an adequate specimen for drug or alcohol testing or specimen tampering during specimen collection, as defined by the Medical Review

Officer (MRO), will be treated as if the employee has tested positive. The employee will be subject to discipline up to and including termination.

Refusal to test includes, but is not limited to:

- Refusing to take a drug or alcohol test
- Tampering with or attempting to adulterate the specimen or collection procedure
- Not reporting to the collection site in the time allotted
- Providing knowingly false or inaccurate information
- Leaving the scene of an accident or incident without a valid reason, after being instructed to submit for a drug and/or alcohol test

Confirmation of Drug Test

The District will perform a confirmation test on any positive test result for an employee under this policy, and the District will provide for the administration of a second breath alcohol test no sooner than fifteen (15) minutes or later than thirty (30) minutes of the first test. When an employee receives a positive test result, the District will notify the employee in writing within twenty-four (24) hours of the positive test result.

Challenge of a Positive Drug Test

An employee who receives confirmed positive test result may request a retest of the same sample by notifying the District's MRO within seventy-two (72) hours of the MRO's notification to the donor of the positive test results. All retesting costs are the direct expense of the employee/individual requesting the retest of the samples.

Drug/Alcohol Testing Procedure

Drug and alcohol testing shall be conducted in strict accordance with federal regulations to ensure accurate, reliability, and confidentiality. Testing records and results will be released only to those authorized by the federal drug and alcohol testing rules to receive such information. The District will make every appropriate effort to protect the employee's privacy and dignity during the sample collection, testing and notification process.

1. The District will determine for non-DOT regulated employees, which drugs the test will be performed and the cutoff levels at or above which a test result will be considered positive proof of drug and/or alcohol usage. All DOT regulated testing will comply with the federal drug and alcohol testing procedures and federal chain of custody or alcohol test forms. All chain of custody forms (non-DOT or DOT) may be electronic.

2. If an employee refuses to consent to testing, fails to appear for testing, tampers with the test, or otherwise fails to cooperate with the testing procedure, they will be considered to have refused testing, be in violation of this policy, and will suffer the same disciplinary action as a confirmed positive drug or alcohol test.

Disciplinary Action

If an employee tests positive, the District shall immediately place the employee on personal leave. If there is insufficient accrued personal leave, the employee will be placed on leave of absence without pay. The purpose is three-fold:

1. To prevent the employee from endangering co-workers, the public or themselves.
2. To determine the appropriate disciplinary action to be taken under the particular circumstances.
3. To comply with Department of Transportation (DOT) requirements found in separate DOT regulations, as appropriate.

Violation of this policy will subject employee to disciplinary action up to and including immediate termination. The determination of what disciplinary action is appropriate for violation of this policy rests solely with the District. Discipline may be based not only on the violation of this policy, but also on prior poor performance, workplace misconduct, other rule or violations, and any other factors which the District determines to be relevant. This policy in no way implies or creates any contract or obligation to follow any particular procedure.

Referral to Employee Assistance Program

An employee who has tested positive and who has been referred to the Employee Assistance Program or other appropriate treatment program and who refuses this referral will generally be terminated immediately. Nothing in this policy guarantees an employee the opportunity for a referral to the Employee Assistance Program. The District shall determine the appropriate disciplinary action, and whether an employee will be provided the opportunity for referral to the Employee Assistance Program, under the particular facts of each case.

An Employee who accepts treatment must understand they are required to complete such program. Failure to do so will generally result in immediate termination.

An Employee who completes treatment will be required to furnish proof of such completion to Human Resources.

Voluntary Request for Treatment

The District maintains an Employee Assistance Program (EAP) which provides help to employees who suffer from alcohol or drug abuse or other personal or emotional problems which may affect the workplace. Employees with such problems may seek confidential assistance from the EAP or other community resources before drug or alcohol problems lead to disciplinary action, which can include discharge for a first offense. Information about self-referral to the EAP is confidential and will not be disseminated without the employee's consent. An employee is not subject to discipline solely as a result of a self-referral to the EAP for treatment; however, use of the EAP or other community resources will not shield the employee from disciplinary action for a violation of the District's Drug-Free Workplace policy if such violation comes to the District's attention through other means, such as direct observation, poor performance, drug testing, etc.

An employee in this category shall be placed on personal leave. If there is insufficient accrued personal leave the employee will be placed on leave of absence without pay. The District also reserves the discretion to determine to reassign an employee during referral to the EAP. If it is necessary for an employee to miss extensive time away from work while enrolled in an EAP, the employee has no guarantee of job protection while in the EAP program.

The employee must understand they are to complete the treatment program and will be required to furnish proof of such completion to Human Resources.

Approval & Update History:
September 9, 2019
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September 16, 2024
September 21, 2026

Section 203.05 – Vehicle & Driver Safety

Objective

This policy addresses assignment of District vehicles for business use, for home-to-work commuting and after-hours use, the use of personal vehicles for District business, mileage allowances, general motor vehicle safety expectations, and reporting requirements for District vehicle/equipment operators.

Assignment of District Vehicles for Operational Considerations

Vehicles provided or assigned to District employees, at all times, remain the property of the District and the employee's use of the vehicle shall be at the sole discretion of the District, subject to change at any time. District employees are responsible for the care and maintenance of the vehicle and may be responsible for any damage. Drivers are responsible for the safe use and operation of the vehicle at all times, including the conduct of passengers.

Assignments must be authorized by the President/CEO or designee and may be authorized on a continuous basis or a specified period of time. Under no circumstance will anyone other than an authorized District employee be assigned a District vehicle.

Assignment is authorized under this policy when:

1. There is considerable workday usage of the vehicle

2. The vehicle is equipped with a radio, weapon, or other equipment that cannot reasonably be kept in a personal vehicle.

Each employee authorized a vehicle assignment under this policy must maintain a record of after-hours vehicle use including dates, miles driven and the event or reason for the trip. The record shall be maintained at the department level and approved by the department Director or designee on a periodic basis as determined by the Finance Department. Employees are also required to provide proof that they possess a valid motor vehicle's license.

Insurance

All District owned/leased vehicles have the appropriate insurance coverage.

Use of Personal Vehicles for District Business

District employees are authorized to utilize personal vehicles for business travel purposes subject to the following requirements and conditions:

1. Use is subject to the approval of the department Director or designee. Employees may be required to utilize a District vehicle based on cost or safety considerations. Authorization to use private vehicles may be given on a trip-by-trip or standing approval basis. Upon request, employees are required to provide proof that they have a valid motor vehicle operator's license and proof of current vehicle liability insurance.
2. Private vehicles being used for District business are considered official vehicles and must conform to the following requirements:
    a. The vehicle must meet the legal requirements to operate on a public highway.
    b. The vehicle must be in sound mechanical condition and present no safety risks.
    c. Reimbursements and allowances for the use of personal vehicles while conducting District work will be set by the District. Reimbursements and allowances may be adjusted from time to time at the sole discretion of the District.
    d. Drivers are prohibited from reading, dialing, surfing the internet, manually writing, sending a message on an electronic wireless communication device, or otherwise holding a wireless communications device while the vehicle is moving. Exceptions to this section include: using a wireless communications device in the hands-free mode, using devices to report illegal activity or medical aid or other emergency assistance or prevent injury to a person or property, using hearing aids. Hands free mode means the use of a wireless communication device with a speaking phone, headset, or earpiece.
    e. Employees must obtain approval from their immediate supervisor to transport District property in their personal vehicle. If the District equipment is damaged or stolen while in transit, the responsible employee must file a police report. The employee will not be financially responsible for replacing the damaged or stolen equipment. However, if the District determines that the damaged or stolen equipment was the result of lack of judgement, the employee may be held responsible for their actions.
3. Documentation in the form of receipts, log entries, etc. may be required in order to receive reimbursements and/or allowances.

4. Any employee that receives an auto allowance and/or is eligible to use their personal vehicle for District business is required to provide valid proof of auto insurance coverage to Human Resources.

District Vehicles & Equipment

Vehicles provided or assigned to District employees, at all times, remain the property of the District and the employee's use of the vehicle shall be at the sole discretion of the District, subject to change at any time. District employees are responsible for the care and maintenance of the vehicle/equipment and may be responsible for any damage.

Any maintenance problems must be reported to the employee's immediate supervisor or designee immediately. If maintenance problems exist, cease operating the vehicle/equipment until authorized to do so.

Use of District Vehicles for Personal Business

Employees using District vehicles on a continuing assignment or trip-by-trip basis are prohibited from using vehicles for personal business except as provided herein. Unauthorized personal use of a District vehicle may result in disciplinary action, up to and including termination.

1. Employees and the manager should exercise reasonable judgement regarding use of a District vehicle for personal purposes. Personal use of a District vehicle may be permitted, subject to the approval of the applicable department Director or designee, where the use serves the District's interests, results in negligible expense and/or is justified by compelling circumstances and doesn't pose a "bad appearance" even if on personal time.

2. Prohibited personal use of a District vehicle includes:

    a. Personal trips or route variations for personal purposes that add significant mileage to the otherwise shortest distance of the business travel.

    b. Use of the vehicle to transport or store personal equipment.

    c. Transporting unauthorized passengers for non-business-related purposes.

3. With authorization, using a District vehicle for personal use may include, but is not limited to:

b. Transporting non-employees such as volunteers, community or business representatives.

c. With advance approval of the department Director or designee, immediate family members of employees may ride in, but may not drive, district owned/leased vehicles unless an emergency occurs and the employee cannot drive safely.

Incidental Travel & Stops

Employee drivers should remember that public perception of District employees is important and influenced by how and where the public observes District vehicles being used. Employee drivers should not make incidental stops at locations the public may perceive as inappropriate. Examples are gaming and sports venues, liquor outlets, and other locations where it is unlikely that any District business or allowable incidental use is involved.

Employees are not permitted to use District vehicles for personal purposes unless approved. Some exceptions to this rule are:

Incidental stops – examples are stops at a restaurant for a meal, an automatic teller machine (ATM) or financial institution, urgent care or emergency room, gas station or convenience store, pharmacy, grocery store, school activity for employee's child(ren) while in route to/from work, school drop off/pick up for employee's child(ren) while in route to/from work, fitness center or other locations to purchase goods or conduct activities necessary for the employee's health and well-being.

Use of District Vehicles by Other Individuals

Use of District vehicles by temporary employees or volunteers requires authorization from the department Director and Human Resources. Temporary district employees and volunteers are subject to the applicable provisions of this policy, including providing proof of a valid driver's license.

Permitted & Prohibited Use of District Vehicles

The following guidelines govern District vehicle use:

1. Unless otherwise permitted by a department Director, vehicles shall be locked when unattended with the engine turned off and keys/key fob's are not permitted to be left in the car.

2. All drivers and passengers in District vehicles must comply with all motor vehicle laws of the city/state/county in which the vehicle is operated, including seatbelt and cell phone laws.

3. Drivers must abide by the applicable state's Hands-Free and Distracted Driving laws.

4. Drivers are personally responsible for the cost of all traffic citations, parking tickets, etc. Passengers are personally responsible for the cost of any traffic citation they may receive while riding in a District owned/leased vehicle (i.e. seatbelt, throwing object from vehicle).

5. No person may use a District vehicle, or permit the use of a District vehicle, in the following prohibited manners:

a. Reckless driving or speeding or intentional violation of any traffic law or regulation.

b. The driver is impaired by fatigue or any other known mental or physical condition that affects the safe operation of the vehicles.

c. The driver is impaired because of prescribed or over-the-counter medications or drugs that causes or results in adverse side effects (e.g. drowsiness or impaired reflexes or reaction time). As described in Section 203.00 Drug-free Work Place, employees are responsible of informing their immediate supervisor of the possible side effects of the drug and the expected performance and expected duration of its use.

d. Tobacco use (smoking and non-smoking products, including the use of e-cigarettes and vaping devices) is prohibited in District-owned/leased vehicles. This does not include smoking in personal vehicles used for District related business, unless also transporting others at the same time.

e. Transporting non-District employee passengers, including family members, is not permitted unless authorized by the employee's department Director.

f. Permitting non-authorized individuals to drive a District owned/leased vehicle, unless it is for an emergency purpose.

g. Use for personal gain, such as delivering goods and services.

h. Modifications including affixing signs, stickers, antennas, bike racks, ski racks, etc. Modifications to District vehicles may be undertaken only with the prior written consent of the department Director.

i. Transporting animals is allowed only with prior written consent of the department Director (excludes transportation and use of canines or other animals by the Police Department).

j. Hauling loads that exceed the structural capacity of the vehicle and that could cause damage to the vehicle.

k. Use of trailer hitches and towing unless approved by the Fleet Services Supervisor. Hitches must be rated for the anticipation load and must be installed by the Fleet Services Supervisor or designee.

l. Installation or use of any radar or speed detection devices.

m. Transporting hitchhikers.

n. Personal bicycles transported inside vehicles unless a wheelchair or personal assistance devices as part of one's necessary equipment under ADA or from a medical professional.

o. Use for vacations, side trips or any other use not expressly authorized by this policy or by the department Director.

Driver's License Requirements

To operate a motor vehicle for business purposes employees must provide proof of a currently and valid driver's license (to include a Commercial Driver's License (CDL) verification where required) to be validated and verified by the Human Resources Department.

Employees required to maintain a valid driver's license as a part of their job, must notify their immediate supervisor within seventy two (72) hours of any traffic violation, except parking violations. A driver must notify their employer, regardless of the nature of the violation or the type of vehicle which was driven at the time. The supervisor is then responsible for notifying Human Resources within twenty-four 24 hours.

Employees must notify their immediate supervisor if their driver's license is suspended, revoked, canceled, or if they are disqualified from driving. The notification must be made by the end of the next calendar day following receipt of the notice of the

suspension, revocation, cancellation, lost privilege or disqualification. The supervisor is responsible for notifying Human Resources within twenty-four 24 hours.

Failure to have a valid and current driver's license, or the failure to report license status changes or a conviction of a traffic violation as required by the policy, may be grounds for discipline up to and including immediate termination or loss of driving privilege.

Driver Disqualification & Review

District employees, applicants and other authorized persons of the District may not drive a District vehicle if their driving record reflects any of the following conditions within the last thirty-six (36) months:

1. Three or more moving violations and/or three or more at fault accidents. The moving violation occurs when the citation is issued, not when the final court decision is made.

2. A conviction of driving while intoxicated or driving under the influence (DUI).

3. Suspension or revocation of driver's license.

4. Any change in status of an employee's driver record resulting in disqualification or the failure to report such change may result in revocation of the privilege of driving a District vehicle and/or District Equipment and/or discipline up to and including termination.

5. If deemed uninsurable by the District's insurance carrier.

The District may periodically check motor vehicle reports for employees who are required to have a valid driver's license and are authorized to drive District vehicles/equipment.

Accidents & Citations

Employees are fully accountable to operate vehicles on District business in a legal, safe and prudent fashion and are subject to appropriate corrective action for failure to do so, up to and including termination.

1. Employees shall immediately report all traffic accidents and/or damage to their vehicle to their immediate supervisor while operating a personal or District owned/leased vehicles while on District business. In addition to any state required accident reports, employees shall complete a vehicle accident report no later than the first business day following the day of the accident.

2. In the event that an employee is involved in a motor vehicle accident while off-property on District business, at the supervisor's discretion the employee may be required to submit to a postaccident drug/alcohol screen.
3. Citations (including parking violations) are the responsibility of the vehicle operator. Passengers shall be responsible for any citations they receive. Citation fines shall be paid promptly by the offending employee. The District will provide the appropriate authority with the names of employees assigned to District vehicles that are observed violating traffic laws via any automated traffic enforcement device.
4. Employees shall report moving violation citations that occur while operating a vehicle for District business within the first business day of the issuance of the citation.

Vehicle Incident Reporting Guidelines

The following procedure will be followed when there is an incident involving a District vehicle, including trailers, Ground Service Equipment (GSE) or other mobile equipment, or a personal vehicle being used for District business.

1. Stop vehicle, turn off engine, and use flashers or warning lights. The employee should not attempt to move the vehicle unless authorized to do so by an appropriate law enforcement official.
2. If off District property, call 911 - even if there are no injuries. When the police arrive, cooperate and tell them what occurred.
3. If on District property, call the AOC for additional instructions.
4. An effort should be made to secure the names, addresses, and telephone numbers of any witnesses.
5. Employees should cooperate with law enforcement but should not admit, make statements about, or express opinions regarding liability.
6. As soon as possible, the driver must contact their supervisor to report the incident.
7. All District employees involved in the incident must complete an Employee Incident form whether or not an injury was sustained and immediately notify their supervisor and Human Resources. Take photographs at the scene. The Employee Incident form must be provided to Human Resources within 24 hours.
8. Post-accident alcohol and controlled substance testing may be required.

Approval & Update History:
September 9, 2019
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September 16, 2024
September 21, 2026

Section 203.06 – Inspection of Property

Objective

While the District respects your privacy, for security purposes, the District maintains the right to inspect lockers, vehicles, desks, file cabinets, other District property, and personal property used by District employees to the maximum extent permitted by applicable law.

General

District property must be kept clean and is to be used only for work related purposes. The District reserves the right to inspect all District property without prior notice to the employee and/or in the employee's absence.

Prior authorization must be obtained before any District property may be removed from the premises.

A District employee's personal property, including but not limited to, toolboxes, packages, purses, clothing, vehicles, or any other personal property on District premises, at District functions, or used for District purposes, may be inspected or searched without prior notice to the employee and/or in the employee's absence, subject to and in accordance with applicable law.

Employees are expected to cooperate with any investigation and consent to a search as a condition of continued employment, and refusal to do so may result in disciplinary action up to and including immediate termination of employment, unless applicable law requires otherwise.

Approval & Update History:
September 9, 2019
September 21, 2026

Section 203.07 – Workers' Compensation

Objective

The District provides workers' compensation insurance benefits to all employees who experience an injury or illness that arises out of the course and scope of employment. Workers' compensation insurance provides six basic benefits: medical care, temporary disability benefits, permanent disability benefits, supplemental job displacement benefits or vocational rehabilitation, and death benefits. Entitlement to workers' compensation benefits is controlled by applicable law. Employees are required to immediately report all work-related accidents, injuries and illnesses, no matter how minor (if immediate reporting is not practicable, the employee must report the matter as soon as possible).

Eligibility

This policy applies to all District employees who are involved in an accident/incident and/or experience an injury or illness that arises out of the course and scope of employment.

General

All work-related accidents, incidents, injuries, or illnesses involving employees, even those that are not serious or do not result in injuries, must be immediately (or as soon as feasible) reported to the employee's immediate supervisor or department Director. Employees who experience a work-related accident, incident, illness or injury will be required to complete the appropriate forms and cooperate with the District in complying with its recording, reporting and investigation obligations.

The supervisor or designee should immediately inform Human Resources of the accident, incident, injury, illness.

Human Resources will help the employee and the employee's supervisor arrange for appropriate medical treatment.

Neither the District nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social or athletic activity arranged by the District.

If the work-related accident, incident injury or illness results in the employee being placed on a leave of absence, the District's various leave policies will apply to that absence. The District strives to bring employees back to work as soon as possible

following a work-related accident, incident, injury or illness. Current positions can be modified to fit an injured employee's medical restrictions by modifying workstations, altering specific tasks or reducing hours. If this is not possible, temporary transitional jobs may be made available either with the employee's department or through a temporary assignment with another department. Thus, while employees are on a leave of absence, they are required to stay in contact with their immediate supervisor and Human Resources regarding the expected return to work date. An employee's refusal to accept a light-duty offer may result in a loss of worker's compensation payments.

- The supervisor and the department Director shall complete the Employee Incident form that a workplace injury or illness was reported and submit within 24-hours to Human Resources of the notification.
- An employee sustaining an injury which requires absence from work, for seven (7) calendar days or less, will be required to use accrued sick time at their regular rate of pay for the absence.
- Employees out on workers' compensation leave must follow normal call-in procedures.
- Employees on workers' compensation will be required to submit periodic documentation of continued disability and inability to work.
- Employees are required to obtain a medical release from the attending physician in order to return to work.
- Workers' Compensation is not a form of leave, it is an income replacement benefit. An employee receiving workers' compensation benefits should apply for leave under applicable District policies, and the receipt of such benefits shall run concurrent with FMLA leave.

Workers' compensation fraud is a punishable crime. The District values integrity and has a "zero tolerance" policy for fraud. Offenders may be prosecuted. If you think you see fraud happening, tell a supervisor or manager right away, or call Human Resources Leadership at (864) 848- 6298. Your tip will be investigated and kept strictly confidential.

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September 21, 2026

Section 204.00 –

Recruitment, Selection, & Appointment

Section 204.01 – Recruitment, Selection, & Appointment

Objective

The District is an Equal Employment Opportunity Employer. The District believes that hiring qualified individuals to fill positions contributes to the District's overall strategic success. In hiring the most qualified candidates for positions, each employee, while employed, is hired to make significant contributions to the District. Applicants are recruited on the basis of experience and job requirements.

Recruitment of candidates for open positions will be done in a manner to ensure all segments of the public have the opportunity to apply and be considered for such positions. The Human Resources Department is responsible for placing all recruitment advertising.

All job announcements shall indicate the District is an Equal Opportunity Employer.

Positions for the Police and Fire Departments shall conform to state requirements and qualifications established by the South Carolina Criminal Justice Academy and the South Carolina Fire Academy.

Job Postings

All job postings will be posted for a minimum of seven (7) days and until the job is filled. Open positions are communicated through job postings on the District's website, paid advertisements, public service notifications, notifications to community organizations, public job boards and any other means deemed necessary by Human Resources. The District also complies with the Federal Affirmative Action job posting regulations.

If specific minimum qualifications or specific credentials are listed as being required (as opposed to preferred) in the advertisements, an offer of employment or appointment can only be made to individuals who fulfill these requirements.

Internal applicants should follow the internal transfer guidelines as outlined in this policy. In the event there is a separation of service, the employee upon reinstatement or re-employment will begin earning benefits as a new employee.

Waiver of the Posting Requirements

Under limited circumstances, waivers of the posting requirements for position vacancies may be considered. The VP – Chief Human Resources Officeris authorized to approve waiver requests under the following circumstances:

- The offer of employment is extended to someone identified from an existing applicant pool developed in response to a recent posting (less than three months prior to identification of the need for another position) for the same job title or a position with significantly similar job duties, responsibilities, and qualifications. In order to qualify for a waiver of the posting policy, the existing pool must meet specific criteria. Factors taken into consideration in evaluating the existing applicant pool include the representation of women and minorities in the pool; the date the pool was established; and the similarity in responsibilities between the posted position and the new request.
- The vacancy is for a full-time or part-time position, not to exceed six months. However, if permission is subsequently granted to fill the position on a permanent basis, a search will be required. Therefore, if the hiring manager believes that such an eventuality is possible, they should conduct a search to fill the temporary vacancy.

Guidelines

All applicants for positions shall complete the District's employment application. All applications shall be signed by the applicant attesting to the truth of all statements contained in the application form. Electronic signatures are allowed.

All offers of employment are contingent upon successful completion of position applicable post offer pre-employment checks (i.e. background check, motor vehicle check, drug test, etc.). All post offer pre-employment checks require the documented consent of the applicant.

All positions require a background check, and a signed authorization form must be submitted. A pre-employment post-offer, medical examination may be required to determine fitness to perform the duties of the position, if such an examination is required for all employees/candidates in the same job classification.

The District may reject any application, or applicant, and not consider the applicant for employment when the following has been determined:

A. The application was not received on or before the closing date established for receiving applications.

B. The applicant lacks any of the required qualifications set forth in the announcement.

C. Internal applicants have an active disciplinary action at the Written Warning level or above, are on a Performance Improvement Plan (PIP) in the personnel file or did not follow the Internal Transfer Guidelines.

D. The applicant intentionally falsified or failed to fully complete the application form.

E. The applicant was previously employed by the District and was dismissed for cause or resigned not in good standing.

F. The applicant fails to pass post-offer pre-employment background/drug checks/testing.

Transfer Guidelines

The District is committed to providing career opportunities for all employees to improve employee development and career progression. To support this objective, it is essential that employees have the opportunity to transfer within the District. As an Equal Opportunity Employer, the District is committed to hiring the most qualified individuals for all positions.

Eligibility

- For an employee to be considered eligible for a transfer outside of their current department, the employee must meet the following criteria: have worked for their current department for at least six (6) consecutive months.
- have acceptable job performance records (no active disciplinary notices on file at a Written Warning level or above or are not on a Performance Improvement Plan).
- meet the minimum qualifications outlined in the job posting.
- have communicated interest in the position to their current supervisor.
- complete an application online, which should include most recent District employment.
- If an employee is applying to transfer within their current department, to include promotion opportunities, they must meet the following criteria:
- have acceptable job performance records (no active disciplinary notices on file at a Written Warning level or above or are not on a Performance Improvement Plan).
- meet the minimum qualifications outlined in the job posting.
- have communicated interest in the position to their current supervisor.

- complete an application online, which should include most recent District employment.

Internal applicants are strongly encouraged to apply during the first seven (7) days of a posting to receive early consideration for the position.

Promotions

Promotions are granted in special cases where performance level justifies upward movement. This promotion must be demonstrated to be in the best interest of the District.

Written justification shall include:

- An explanation of the applicant's qualifications as compared to the job requirements.
- An explanation as to why the competitive process is not considered beneficial to the District.
- Employees shall not be eligible for merit promotion or be eligible for competitive promotion during the introductory period.

The District reserves the right to promote employees from within without seeking candidates from the public to fill a vacant position.

Demotions

A demotion is a change in class and skill level, which results in the employee falling into a lower pay range. This may occur when an employee is unable to satisfactorily perform the duties of the position in which they is employed. A demotion may be used within the disciplinary process. Any demotion resulting in a reduction in pay will not be effective until after seven (7) days written notice has been provided to the employee in accordance with South Carolina law.

Employee Referral Bonus Program

The District takes great pride in its recruitment and selection process. As a part of the District's recruitment and selection program, the District has an Employee Referral Bonus program. If an individual referred by a current eligible employee is hired, the referring employee can receive a referral bonus as outlined on the Employee Referral Form.

All District employees, except those at a Supervisor level and above, Human Resources personnel, family members as defined by Section 204.02 (Employment of Relatives) of

the referred candidate, and anyone involved in the interview process, are eligible for the referral bonus.

The referral must represent the candidate's first contact with the District and cannot have previously applied for the position.

Temporary, contract and former employees of the District who have worked at the District in the prior twelve (12) months are not eligible candidates for the referral program.

If the referred candidates job application is received before the referral form has been received and signed by Human Resources, then the referring employee will still be eligible for the referral bonus, but only if the referring employee's name is clearly indicated on the job application as the referral source.

If the completed referral form is received and signed by Human Resources before the application is submitted, then the referring employee will be eligible for the referral bonus, whether or not the referring employee's name is identified on the application as the referral source.

The first employee to refer a candidate will be the only referring employee eligible for the referral bonus.

Only candidates who meet the qualifications for the position will be considered. All candidates will be evaluated for employment, consistent with District policies and procedures.

All information regarding the hiring decision will remain strictly confidential.

The referring employee is only eligible for a referral bonus if they are employed by the District at the time of the payout. If the referring employee terminates for any reason (whether voluntarily or involuntarily) before the referral's first day of work, they shall forfeit any entitlement to a referral bonus payment and the District shall have no obligation to make such a payment to the referring employee.

All referral bonus payments will be paid as soon as administratively possible after the referred employee has begun employment. The second portion of the referral bonus payment will be paid in the paycheck following the six-month anniversary date of the referred candidate. All applicable payroll taxes will be deducted for the referral bonus payment.

Referral bonus payments will be limited, subject to availability of funds. This program may be amended or discontinued at any time.

Applicant Processing

Human Resources is responsible for coordinating all post-offer preemployment testing and checks, which may include, but is not limited to: drug testing, a background investigation, motor vehicle check, medical examination to determine fitness to perform the duties of the position, education verifications, etc. Additional checks necessary for specific positions will be coordinated by department leadership and verified with Human Resources. These checks will be arranged only after a job offer has been made and accepted.

The applicant will be notified by Human Resources of the date, time and location for the New Hire Orientation.

Any unsolicited application or resume that is not completed via the GSP website will not be accepted or considered a formal application.

The District will make every effort to notify applicants who are not selected about the closing of the position. Employment applications will remain active as long as the job posting, for which an application was submitted, remains open.

Approval & Update History:
September 9, 2019
November 14, 2022
September16, 2024
September 21, 2026

Section 204.02 – Employment of Relatives

Objective

To define a policy concerning employment and/or placement of family members of District employees, and of District contractual service employees.

Definition

"Family member", for the purpose of this policy, is defined as one of the following: relationships by blood—parent, child, grandparent, grandchild, brother, sister, uncle, aunt, nephew, niece and first cousin; and relationships by marriage—husband, wife (as defined by state law), step-parent, step-child, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, half-brother, half-sister, uncle, aunt, nephew, niece, spouse/partner of any of the above and cohabitating couples or significant others.

Guidelines

The District will consider a member of an employee's family for employment if the applicant possesses all of the qualifications for employment for the position.

A family member may not be hired, however, if the employment would:

a) create either a direct or indirect supervisor/subordinate relationship with a family member, or
b) create an actual conflict of interest or the appearance of a conflict of interest.

If, while employed by the District, individuals become related by marriage or adoption, the following policy shall apply:

- If neither individual has direct supervision over the other, both employees may retain their positions.
- Should marriage or adoption occur between a supervisor and a subordinate employee:
  - One of the employees will be required to resign or transfer.
  - If there is an open District position and both employees would not be reporting to the same supervisor, one of the employees may apply and go through the hiring process. The employee's qualifications would be considered for the position along with other qualified applicants
  - In the case of no open District position(s) or the employee's qualifications do not meet the job requirements, the decision as to which party is to be terminated is the decision of the VP – Chief Human Resources Officer.

This policy also applies to employees within the District who may be involved in a romantic, sexual, dating, or similar close personal relationship. Under no circumstances will employees in such a relationship be allowed to be employed in a situation where one individual has direct supervision over the other. This policy applies equally to opposite-sex and same-sex relationships. If employees are engaged in or enter into a romantic, sexual, dating, or similar close personal relationship that is not prohibited under this policy, the District expects both employees to conduct themselves in a professional manner while at work. If such a relationship ever impacts the workplace or work environment, the employees must report the situation immediately to their supervisors and Human Resources so the District can take appropriate action.

Approval & Update History:
September 9, 2019
November 14, 2022
September 21, 2026

Section 204.03 – Employment Eligibility Verifications

Objective

The District complies with all laws and regulations related to verifying employment eligibility. The District is an E-Verify employer.

Guidelines

Federal law requires all employers to verify the identity and employment eligibility of all persons hired to work in the United States. Accordingly, Section 1 of Form I-9 must be completed on or before an employee's first working day and all new employees will be required to complete fully the I-9 verification process and produce the appropriate documentation within three (3) business days of starting work. All offers of employment are contingent upon a candidate's fulfillment of this requirement and a failure to do so will result in termination. Employees may not continue their employment unless Form I-9 is complete within the above timeframe. Providing falsified, counterfeit, or fraudulent information or documentation in connection with the work authorization process is prohibited and will subject the individual to (1) for candidates, discontinuation of the hiring process, and (2) for employees, disciplinary action up to and including termination.

As an E-Verify employer, the District will provide the Social Security Administration (SSA) and, the Department of Homeland Security (DHS), with information from each new employee's Form I-9 to confirm work authorization.

Approval & Update History:
September 9, 2019
November 14, 2022
September 21, 2026

Section 205.00 –

Compensation, Classifications, & Salary Administration

Section 205.01 – Pay Practices, Work Hours, & Time Keeping

Objective

To establish the District policy concerning hours of work and timekeeping procedures for District employees. The District will maintain a work schedule which will assure the maintenance of an effective work force capable of performing all required functions associated with a safe and efficient facility.

The District will ensure that accurate records are maintained, and work schedules comply with Federal and State rules, regulations and laws.

Introduction of Pay Practices

Work hours are set to support the functions of the District, the tenants and the general public.

The District workweek is defined as Sunday-Saturday.

The pay period begins on Sunday, and consists of two, seven-day workweeks.

Employees are paid bi-weekly, on the Friday following the end of the pay period, unless otherwise defined by Payroll. When a payroll date falls on a holiday, employees will, when possible be paid on the last business day before the holiday.

If an employee is scheduled to start work at a given time, then they are expected to actually start working at that time and not sooner without prior supervisor approval. Off-the-clock work is prohibited.

Salary Deductions & Withholdings

Some deductions from pay are mandatory, while others are voluntary. Mandatory deductions include federal income tax (withholding), State Income Tax (where applicable) and social security contributions (FICA). The amount of federal and state income tax withheld from the gross earnings depends upon the employee's salary and how many dependents they choose to claim each year. FICA is deducted from gross salary at a fixed rate.

All employees, excluding those in a Non-Qualified Temporary classification, are required to participate in the South Carolina Retirement System (SCRS) or Police Officers Retirement System (PORS). A percentage, as determined by SCRS and PORS program, of the employee's gross income will be deducted from each paycheck.

Wages may be garnished only when the Human Resources Department receives a legal court order, or an appropriate order from a government agency.

With the employee's authorization voluntary deductions may also be deducted. Voluntary deductions may include medical, dental and vision benefit premiums, accident and life insurance premiums, deferred compensation, donations, District property, etc.

Employee deductions for insurance premiums are determined by the coverage the employee selects. The amount of other deductions depends upon the commitment the employee wishes to make.

Individual paycheck information, which may be found in UKG, includes an itemized statement of gross pay, various deductions, net pay, and other items of importance. Employee's may also view information in UKG related to annual, sick, and other leave balances.

The District prohibits deductions from an exempt employee's salary except as allowed by the FLSA and applicable state law. Employees who believe there have been impermissible or inappropriate deductions from their pay are encouraged to bring such complaints or concerns to the immediate attention of their supervisor and/or Human Resources. The District will promptly investigate all such situations. If the investigation reveals that impermissible deductions have been made from an employee's pay, the District will repay the employee and ensure that improper deductions from pay do not occur in the future. The District forbids retaliation against anyone for reporting in good faith alleged improper deductions from compensation. Complaints of retaliation or fears of threatened retaliation should be directed to Human Resources.

Direct Deposit

Direct deposit is a requirement of employment. With direct deposit, employee pay is automatically deposited into an account in any financial institution of the employee's choosing that is a member of the Federal Reserve Network.

Timekeeping

The District uses an electronic time tracking system called UKG to capture and record all non-exempt employee time records. The electronic time tracking system allows employees to accurately monitor and keep track of their individual time and enables the District to efficiently process employee work time and leave taken for payroll purposes.

The District's "rounding" policy for electronic time keeping devices is rounding to the quarter hour.

The District will follow the seven (7) minute rule for the beginning and end of all shifts. From 1 minute to 7 minutes in the quarter hour the employees' work time will be rounded down to the nearest quarter hour; from 8 minutes to 15 minutes in the quarter hour the employees' time is rounded up to the nearest quarter hour.

Example: Employee A clocks in at 7:53am, the time will round to the nearest quarter hour, 8am. Employee B clocks in at 7:50am, the time will round to the nearest quarter hour, 7:45am.

Employee Time Reports

All federal and state of South Carolina wage and hour laws guide the utilization of the electronic time tracking system at the District. UKG electronic timekeeping system is used to record all hours worked and leave taken for personnel. These automated time reports must reflect all regular and extra duty hours worked for the payroll period (including personal leave, vacation, holidays, etc.).

Official Time of Record

Exempt Employees

Exempt employees are not required to use the UKG time keeping system to record their arrivals and departures from work, nor lunch breaks. Exempt employees are required to submit exceptions only. Examples of exceptions may include, vacation, sick leave, jury duty, bereavement, etc.

Non-Exempt Employees

The UKG electronic time keeping system and associated work records are the official basis for recording hours worked for all non-exempt employees of the District.

In order to ensure consistency of treatment for employees, the data recorded in the UKG system shall be considered as the "official" record of the workday for these positions.

In the event an employee has a dispute over time that was clocked in or out, they should bring it to the attention of their immediate supervisor immediately. The UKG electronic time tracking system provides a log to assist in validating times and locations of all employee swipes. Any dispute that cannot be resolved using the logs should immediately be reported to the Human Resources Department.

Daily Clock In/Out Requirements

It is a job requirement that all non-exempt employees must "clock in" at the start of the shift and "clock out" at the end of the shift. Under certain conditions (such as trainings at an off-site location, business trips, etc.) when an employee cannot "clock in" or "clock out", the employee should report time worked to their immediate supervisor so that their time worked can be manually entered. The workday begins for all employees with the first act of work.

Other requirements include:

- All non-exempt employees are assigned a work schedule, which may include unpaid lunch/meal breaks.
- The District also reserves the right to automatically deduct for unpaid lunch/meal breaks, subject to and in accordance with applicable law.
- It is a job requirement that non-exempt employees that do not have unpaid lunch/meal breaks automatically deducted, must "clock out" at the start of an unpaid lunch break and "clock in" at the end of the unpaid lunch break.
- Employees are required to "clock in" before performing any work and are not permitted to "clock out" until all work has stopped.
- Employees are expected to clock in and out at their regularly scheduled times.
- Non-exempt employees are never allowed to work "off-the-clock," as all of their hours worked must be recorded and reported (regardless of where or when such work is performed). Any non-exempt employee who works off-the-clock (and any employee who directs or encourages another to do so) may be subject to disciplinary action, up to and including termination.

Clock Locations

Time Clocks are located throughout the District in effort to make it convenient for non-exempt employees to be able to "clock in" and "clock out". Some of the locations where time clocks are located are Facilities, Maintenance Shop, Administration, ARFF station, Police department, the FBO, Cerulean Cargo, near the Information Desk break room and Operations. Employees may utilize any clock for time keeping purposes. Some departments utilize a geo fence for time keeping. Therefore, employees may utilize the UKG App when they are within the geo fence for clocking in and clocking out.

For designated employees, the ability to use the "web punch" feature is available for time keeping for unpaid lunch breaks.

Clock Problems

If an employee is unable to punch in or out because of a time clock malfunction, accidental oversight, or other reason, it is the employee's responsibility to immediately inform their immediate supervisor. In this situation, the immediate supervisor will manually correct the clock in or clock out information. Clock problems or malfunctions must be reported to Human Resources for repair.

Falsifications, Tampering & Unauthorized Viewing

All employees are prohibited from intentionally falsifying any timesheet. All hours worked must be accurately recorded. Employees are prohibited from entering time for another employee or otherwise altering or tampering with a time record.

The following infractions are prohibited and will be considered severe. Due to the severity of these infractions, employees may be subject to immediate corrective action, up to and including termination.

- Recording time not actually worked.
- Failing to record time worked.
- Any attempt to tamper with timekeeping hardware or software.
- Clocking in or out or asking another employee to clock on your behalf (a.k.a. "buddy punching").
- Interference with another employee's use of the UKG system.
- Unauthorized viewing of another employee's time in the UKG system.
- Demonstrating a pattern of intentionally not clocking in or out.
- Excessive missed punches.

Lunch/Meal Breaks

The length of lunch/meal breaks may vary from department to department. Managers may or may not schedule unpaid lunch/meal breaks. An unpaid lunch/meal break must be a minimum of thirty (30) minutes. No work shall be performed while on an unpaid lunch break. If an employee is interrupted during the unpaid lunch/meal, resulting in the break being thirty (30) mins or less in duration and has to perform work, then the entire break shall be paid.

Unpaid lunch/meal breaks do not follow the rounding rule and will track actual time taken for the break period. The District also reserves the right to automatically deduct for unpaid lunch/meal breaks, subject to and in accordance with applicable law.

Employees that have unpaid lunch/meal breaks automatically deducted will be notified of the automatic deduction. For these employees, in the event of any missed or interrupted unpaid lunch/meal break where work is performed, the employee is responsible for notifying their supervisor before the end of the scheduled shift, as soon as possible after the meal period is complete, so the supervisor can edit the time record in UKG to override the meal period to ensure the employee is paid appropriately.

Intentional falsification of a time record, to include failure to report time worked during an unpaid lunch/meal break, could result in disciplinary action, up to and including termination.

Breaks

Breaks lasting less than thirty (30) minutes are compensable.

Employees who are nursing will be provided with reasonable unpaid breaks to express breast milk as frequently as needed for up to one year after the birth of a child. The District will provide a place for the break, other than a bathroom, that is shielded from view and free from intrusion. Employees will not be retaliated against for exercising their rights under this policy.

Overtime

Overtime, whether or not scheduled in advance, shall be approved by the employee's immediate supervisor. Employees who work overtime without prior approval will be paid the required rate but can be subject to corrective action. All overtime will be calculated based on the actual hours recorded and credited to the employee as measured by the UKG electronic timekeeping system based on the hours worked in the defined work week, or for ARFF & Police the fourteen (14) day pay period.

Unreported Hours

The wage and hour laws do not permit an employer to benefit from the work of a non-exempt employee without compensating them for such work. Specifically, time spent by employees using electronic communications for work purposes will be considered time worked and this time will therefore be compensable and count toward overtime. All hours worked by non-exempt employees must be reported using the UKG electronic timekeeping system. Any time spent working while not clocked in (a.k.a. "working off the clock") is strictly prohibited. All time worked for the District must be properly recorded. Employees that under report or fail to report hours worked are subject to corrective action up to and including termination. Non- exempt employees are required to report any directive to work off the-clock to the Human Resources Department.

Examples of "working off the clock" may result from:

- Not clocking in or out.
- Voluntarily continuing to work at the end of regular working hours.
- Taking work home to complete on the weekend or in the evening.
- Checking/Reading/Reviewing work-related emails, text messages or listening to work-related voicemail messages while not clocked in.
- Answering phones, emails, or attending to customers while on a lunch break.

Employees conducting personal business or simply not working while clocked in may be considered "riding the clock" and could be subject to corrective action up to and including termination.

Leave

Employees who are eligible for paid leave must use the UKG application to request and receive approval for paid leave. Leave approvals must be completed by the employee and the immediate supervisor prior to the end of the pay period in order to be included on their paycheck.

Processing of Electronic Time Reports

It is recommended as a best practice, that employees review their timesheet each workday to resolve any missed punches or leave taken.

Timesheets must be approved and submitted by employees prior to leaving work the last day worked in the pay period.

Any work performed in the same pay period but after the timesheet was approved, must be resolved by Monday at noon.

Approval by an employee certifies acceptance that the time submitted to the District is correct.

The Finance Department will close the workweek in UKG according to a preset schedule to ensure that time adjustments and leave taken are properly recorded. The time clock week begins on Sunday at 12:00 AM and runs through Saturday at 11:59 PM. Managers must resolve all missed punches, reconcile and enter all leave taken, and review clock hours for staff on the Monday following the close of a pay period by 12:00 PM. The payroll deadline of Monday at noon following the close of a pay period does not change, regardless of holiday schedules.

If a manager recognizes that they will not make the 12:00 PM deadline, they must immediately notify the Human Resources Department.

Managers/Approvers

Immediate supervisors or designees are responsible for monitoring and approving the electronic time and attendance information for their department each pay period by the payroll deadline. Approval by the immediate supervisor or designee certifies that the time submitted to the District is correct. If a supervisor is unable to approve their direct reports time sheets for a pay period, the supervisor is responsible for designating another approver in their absence. If a timecard is not signed by both the employee and the supervisor by the payroll deadline, the supervisor and the employee may be subject to corrective action.

Time Clock System Audits

UKG data is subject to annual external audit and may be monitored by a third party to verify compliance. Additionally, the Finance Department in conjunction with the Human Resources Department will monitor UKG data on a regular basis and review for irregularities or patterns. Any irregularities and/or patterns will be reported to the applicable Manager and all findings will be investigated.

Approval & Update History:
September 9, 2019
March 23, 2020
November 14, 2022
September 16, 2024
September 21, 2026

Section 205.02 – Employment Compensation Plan

Objective

The District desires to maintain an Employee Compensation Plan, competitive with similar local government jurisdictions and with similar airports.

The President/CEO in conjunction with Human Resources will make recommendations from time to time for amendments to the Employee Compensation Plan, when changes in responsibilities of work, economic conditions, prevailing wage rates, financial conditions or other economic considerations indicate a need for such action.

Description of Plan

The Employee Compensation Plan is a system in which District positions are assigned pay levels based on the job duties and responsibilities, the level of work required, and the job value to the District. Rates within each level are determined by the job market and labor trends.

The Employee Compensation Plan consists of Levels, with each level having a minimum, mid-point, and maximum salary.

Employees normally are not hired at a pay rate below the established minimum level for that position. Exceptions may be trainees, intern/co-op employees, and staffing agency employees.

Administration of Plan

The Employee Compensation Plan is a system in which District positions are assigned pay levels based on the job duties and responsibilities, the level of work required, and the job value to the District. Rates within each level are determined by the job market and labor trends.

Salary increases are accomplished by merit increase, adjustments for salary inequities, promotions, or reclassifications, according to policy. Human Resources, with the approval of the Vice President and Chief Finance Officer and/or President/CEO, has the District authority to correct salary inequities.

The starting salary for exempt and non-exempt positions will not exceed the midpoint of the established salary level, unless written justification is submitted to and approved by Human Resources.

Human Resources is responsible for the administration of the Employee Compensation Plan. Human Resources reviews the plan, at least annually, and establishes a time

frame to consider changes during the budget process. Human Resources Leadership then presents recommendations to the Executive Team for submission to the Commission in order to maintain a competitive pay plan.

The Executive Team consist of employees designated by the President/CEO.

Human Resources is also responsible for:

- Setting salaries in accordance with the policy.
- Ensuring that employee salaries are not changed without the department Director's approval and/or notification. Department Directors are responsible for insuring that funds are available in the appropriate account for salary adjustments.
- Evaluating, revising, and updating changes in salary structure that affect the wage and salary system of positions, based on the local job market and labor trends.
- Recommending changes in the salary structure to the Executive Team for District consideration.

The President/CEO and other employees that are contract employees shall be employed and paid in accordance with their contract and/or as approved by the District.

All persons shall be employed and paid in accordance with the rates established in the pay plan for the classification to which the appointment is made.

Human Resources shall have the responsibility for day-to-day administration of the plan, to include confirming that all hiring rates, salary adjustments, and other payroll changes are in accordance with the policy.

New Employee Appointment Starting Rates

The introductory period for new employee is ninety (90) calendar days as more fully described in Section 205.03. The new employee, during the initial introductory period, may be dismissed under introductory hiring without right of appeal.

Appointments below the normal hiring range may be offered when the candidate is hired as a trainee, co-op/intern or student worker.

If a candidate’s training, experience or other qualifications are directly related to and substantially exceed the minimum requirements of the position, and the candidate is unwilling to accept a salary in the normal hiring pay range, and there are no other eligible candidates with comparable qualifications; the President/CEO may approve

appointment at a rate not to exceed twenty (20%) percent above the normal hiring pay range.

Salary Increase

An employee may receive a salary increase by means of a cost-of-living adjustment (COLA), merit increase, pay grade adjustment, special pay adjustment, promotion or reclassification.

Cost-of-Living Adjustment

An economy performance, or cost-of-living adjustment, may be set by the District pursuant to applicable economic indicators and fiscal restraints established by budget adoption.

When a cost of living adjustment is implemented, the pay ranges may be adjusted accordingly.

Merit Increases

The purpose of these increases is to recognize those employees who meet or exceed their job standards over a specified period of time. Merit increases are not automatic but are based upon documented evidence that an employee has met or exceeded a satisfactory level of performance during the rating period, together with economic conditions and other factors the District deems relevant.

1. An employee will become eligible for consideration of a merit increase upon completing a minimum of three (3) continuous months of service to the District. Employees with less than twelve (12) months of service will have increases prorated according to the number of months employed in the past twelve (12) months.
2. The President/CEO or designee shall determine the amount and awarding of merit increases.

The amount of any merit pay awarded shall be based on each employee's performance evaluation and the current financial condition of the District and shall not exceed the limits prescribed by the District for the fiscal year. The District retains the discretion at all times to grant or not grant merit increases based upon budgetary constraints and other business-related reasons.

Performance evaluation ratings are not subject to the grievance procedure.

Employees at the maximum of pay range are not entitled to receive a merit increase.

Longevity Payment

Full-time employees receive an annual longevity payment based on years of continuous service. Service is calculated from the latest date of employment. In the event there is a break in service, the last date of employment is used.

To be eligible for the longevity bonus, the employee must complete the specified number of years of service.

The following schedule of payment is used and is based on the annual salary of the employee:

Years	Qualified Full-time
5 – 9	2%
10 – 14	3%
15+	3.5%

The bonus payment is made by a separate direct deposit in a lump sum each year. This amount will be deposited on the pay date for the pay period that the employee's anniversary date falls within. Federal and State Income Tax, Social Security Tax, and South Carolina retirement contribution deductions are applicable.

This bonus continues accordingly to retirement date or resignation date unless otherwise amended, modified, or revoked by the District. The longevity bonus set forth in this policy is subject to modification or revocation at any time at the discretion of the District.

Pay Upon Promotion

Upon promotion, a qualified employee shall have their salary increased to at least the minimum of the normal hiring pay range of the classification to which the promotion is made or, at the discretion of the VP – Chief Human Resources Officer, at a rate not to exceed the midpoint. However, for any request to increase an employee's salary above midpoint of the range in which the promotion will be made, must be approved by the VP – Chief Human Resources Officer. The employee's rate of pay will be determined based on their proficiency level and current salary placement in the new range at the time of the promotion.

Pay Upon Demotion

Upon demotion, if an employee's current salary is above the salary maximum of the new position, the employee's salary will be reduced to at least the maximum level of the new position.

Any demotion resulting in a reduction in pay will not be effective until after seven (7) days written notice has been provided to the employee in accordance with South Carolina law.

Special Adjustments

Should unusual conditions arise which would justify a pay increase not provided elsewhere in these rules, the President/CEO in conjunction with Human Resources is authorized to approve the special pay adjustment.

Exempt & Non-Exempt Employee Pay

It is the policy of the District to be in compliance with the Fair Labor Standards Act (FLSA) South Carolina State Labor Laws and to ensure that employees in exempt and non-exempt positions are classified correctly and paid appropriately.

Pay for Employees in Exempt Positions

Exempt employees routinely receive their full salary for any week in which they perform any work, without regard to the number of days or hours worked.

The District prohibits deductions from an exempt employees' salary except as allowed by the FLSA.

Permissible Deductions from Pay for Employees in Exempt Positions

- Absences of one or more full days for personal reasons other than sickness or disability when the employee has exhausted all vacation time, or the employee has requested and been approved for leave without pay.
- Absences of one or more full days due to sickness or disability when the employee has exhausted all paid leave benefits or is still in the probationary period as a new hire.
- Unpaid disciplinary suspensions of one or more full days in accordance with the District's policies.
- Deductions for unpaid leave taken in accordance with a legitimate absence under the Family Medical Leave Act.

- Deductions for the first and last week of employment, when only part of the week is worked by the employees.

Pay for Employees in Non-Exempt Positions

Hourly employees must be paid on set pay dates for hours worked within the corresponding pay period. Hours may not be banked or payment for wages delayed for hourly employees.

It is the policy of the District to adopt and implement the provisions of the FLSA as the basic overtime policy of the District. Any overtime work necessary to the continued effective operations of the District should be managed in the most efficient and economical manner possible.

Non-exempt employees are required to accurately record all time worked. Non-exempt employees are prohibited from working "off the-clock." Any non-exempt employee who is instructed to work off the-clock must immediately report the issue to their supervisor and/or the Human Resources Department. Non-exempt employees who work off-the-clock, intentionally falsify a time record, or record time for another employee will be subject to disciplinary action, up to and including termination.

Shift Differential Pay

In support of operational needs and to maintain competitive compensation practices the District may provide shift differential pay to eligible non-exempt roles.

Improper Deductions

If an employee is aware of improper deductions from their pay, this violation should be reported immediately to their Manager and/or Human Resources.

All reported or suspected improper deductions from an employee's pay will be promptly and thoroughly investigated. If the District determines that improper deductions were made from an employee's pay, the District will promptly reimburse the employee the amounts improperly deducted. The District will also ensure that improper deductions from pay do not occur in the future.

Overtime Pay

Employees, excluding certain ARFF Department and Police Department employees, in non-exempt positions are to be paid an overtime rate of one and one-half times regular pay for all hours worked in excess of the standard (40 hour) work week.

Certain ARFF Department personnel will receive an overtime rate of one and one-half times regular pay for all hours worked over 106 hours during the 14-day pay period.

Certain Police Department personnel will receive an overtime rate of one and one-half times regular pay for all hours worked over 86 hours during a the 14-day pay period.

The overtime pay provisions are for non-exempt positions only.

For purposes of computing overtime, holidays, vacation, sick leave, emergency leave, jury duty and other such absences from work (regardless of whether the employee receives pay during such absences) will NOT be counted as time worked for overtime computations.

Overtime work will be performed only with prior approval of the immediate supervisor. Overtime is to be used only to meet essential operational requirements. Non-exempt employees who work overtime without prior authorization will be paid in accordance with applicable law but will also be subject to disciplinary action, up to and including termination.

Call Back Pay

A non-exempt employee who is "Called Back" to work for a Call Back Emergency situation, with no prior notice, outside their regularly scheduled hours, shall be paid, from the time they arrive on site, a minimum of four (4) hours. If an employee works more than the minimum four hours, the employee shall be paid for all hours worked.

Call back pay shall be identified appropriately in UKG.

On Call Pay

Variable Hour Employees who do not have regularly scheduled hours will be called to work on an "as needed" basis.

Variable Hour employees will be paid for actual hours worked unless the assignment is less than four (4) hours in which case they will be paid a minimum of four (4) hours. If the job assignment requires less than four (4) hours, staff may be assigned other work assignments (i.e. fueling, GSE equipment, cleanup duties, etc.) up to the four (4) hours minimum if determined necessary by the supervisor. If the assignment is completed virtually from an off-site location, the employee will be paid for actual time worked.

On Call pay shall be identified appropriately in UKG.

Pay In Lieu of Notice

When determined to be in the best interest of the District, Human Resources may authorize pay in lieu of notice to an employee being dismissed or resigning.

Employees who are no longer in the introductory period and have obtained regular status may be authorized up to two (2) weeks' pay in lieu of notice. Employees who have not completed their original introductory period may be authorized up to one (1) week pay in lieu of notice. At the sole discretion of the President/CEO, amounts in excess of these maximums may be authorized.

Pay Upon Termination

Employees terminating employment from the District will normally receive their final paycheck no later than on the next regularly scheduled payday following the date of termination.

Final paychecks shall include any unused vacation balance earned by the employee as of the date of termination not to exceed four hundred eighty (480) hours and subject to other limitations included herein.

Any vacation in excess of four hundred eighty (480) hours at the time of termination will be forfeited and will not be paid.

In addition, all employees who resign in good standing, are laid off, or otherwise separate from the District in good standing shall be entitled to be paid for thirty-three (33%) percent of any unused sick leave balance earned by them not to exceed two hundred forty (240) hours. Any sick leave balance in excess of two hundred forty (240) hours will be forfeited and will not be paid upon termination of employment. The Finance Department will issue a final paycheck in advance of a scheduled payday only as authorized by the VP – Chief Human Resources Officer and the VP – Chief Financial Officer.

Wages Due to Deceased

In the event of an employee's death all wages, including any unused leave benefits or travel expenses, which may be due the employee shall be paid to the officially designated beneficiary of the employee, or if no such beneficiary has been designated, payment may be made in accordance with South Carolina Law.

Approval & Update History:
September 9, 2019
July 28, 2020
November 14, 2022
September 16, 2024
September 21, 2026

Section 205.03 – Introductory Period

Objective

This policy has been established to ensure that all employees are provided an Introductory Period of employment.

All employees, except employees selected by the Airport Commission, shall serve an Introductory Period.

An Introductory Period gives the employee an initial period of adjustment in order to learn about the District and/or about their position.

During the Introductory Period the employee and the supervisor shall evaluate employment suitability in terms of skill, knowledge, performance and compatibility with the District. This Introductory Period also shall be considered an integral part of the review process and shall be utilized for evaluation of an employee's performance and adaptability to the position, and for separating from employment any employee who does not meet the District's expectation.

Guidelines

Employees new to a position are subject to an introductory period. An introductory period starts when an employee is hired, transfers or is promoted/demoted to a different position within the District.

The duration of the Introductory Period shall be for a minimum of ninety (90) calendar days of continuous, uninterrupted service from the original start date. During this time the employee will be provided with training and guidance from their supervisor and/or department Director. A new employee may be discharged at any time during this period if it is concluded that the employee is not progressing or performing satisfactorily. Additionally, as is true at all times during an employee's employment with the District, employment is not for any specific time and may be terminated at will. Completion of the introductory period does not guarantee continued employment and does not change the at-will nature of the employment relationship.

Employees whose classifications are covered by a contract approved by the District shall serve an introductory period in accordance with the terms of the agreement.

Dismissal During Introductory Period

At any time during any introductory period, the VP – Chief Human Resources Officer may remove an employee when deemed to be in the best interest of the District. Upon

such removal, the employee shall be provided written notification and, whenever possible, be given advanced written notice of dismissal.

An employee terminated during the introductory period does not have the right of appeal through the grievance policy.

Extension of Introductory Period

The immediate supervisor, for good reason, may extend an employee's introductory period for a period not exceeding 90 additional calendar days at a time. Any extension should be in writing, with notice being furnished to the employee. Such notice shall state the reason for the extension and what corrections are required of the employee for them to continue the at-will employment relationship.

An employee with more than two (2) extensions in their introductory period, in the same time frame, will generally be considered for termination of employment.

Release from Introductory Period

Release from the Introductory Period to be able to continue employment is not automatic.

Release from the Introductory Period requires an average or above average performance evaluation in each category of the performance evaluation and no documented evidence of disciplinary action.

Any employee having a rating of below average will have the introductory period extended or will be released.

Approval & Update History:
September 9, 2019
September 16, 2024
September 21, 2026

Section 205.04 – Employment Categories & Classification Plan

Objective

The purpose of this policy is to provide a uniform and objective system for categorizing and classifying positions and establish proper relationship levels of responsibilities and minimum qualifications to ensure equal pay for equal work.

These employment categories and classification are designed to allow employees to understand their employment status and their eligibility for corresponding benefits. All employment remains "at will", and these classifications do not alter that status or guarantee employment for any specific period of time.

Definitions

The following terms will be used to describe employment classifications and status:

Exempt Positions are not subject to the overtime pay provisions of the federal Fair Labor Standards Act (FLSA). An exempt employee is one whose specific job duties and salary meet all of the requirements of the U.S. Department of Labor's regulations. In general, an exempt employee is one who is paid on a salary basis who holds an administrative, professional, or management position. Certain outside sales persons and a few other job categories are also exempt.

Non-Exempt Positions are generally subject to the minimum wage and overtime provisions of the Fair Labor Standards Act (FLSA) and are typically paid either on an hourly or salary basis.

Full-time employees are those who are scheduled to work thirty (30) hours of more each work week, based on a forty (40) hour work week and does not include certain ARFF Department and Police Department employees.

Part-time employees are those who are scheduled to work less than thirty (30) hours per week, based on a forty (40) hour work week and does not include certain ARFF Department and Police Department employees.

Work Week is defined as Sunday-Saturday.

Pay Period is defined as the fourteen-calendar day period, Sunday to the following Saturday.

Differential Shift employees are those that work full-time and are regularly scheduled to work District observed holidays.

Non-differential Shift employees are those that work full-time and are regularly scheduled off on District observed holidays.

Employee Categorization

Based on the conditions of employment, employees, excluding certain ARFF Department and Police Department employees, of the District fall into one of the following seven (7) categories:

1. Qualified Full-time Exempt/Non-exempt Non-Differential – Employees who regularly work thirty (30) hours or more per work week, which includes being regularly scheduled off on District holidays

2. Qualified Full-time Exempt/Non-exempt Differential – Employees who are regularly scheduled to work thirty (30) hours or more per work week, which includes being scheduled for District observed holidays.

3. Non-Qualified Part-time – Employees who are regularly scheduled to work less than twenty (20) hours per week.

6. Non-Qualified Variable Hour Permanent – Employees who are hired either full-time or part-time with non-regularly scheduled hours, and are not expected to work more than twenty (20) hours per work week for the fiscal year.

7. Non-Qualified Temporary – Employees who are hired either full-time or part-time for a specified, limited period.

Based on the conditions of employment, employees in certain ARFF positions of the District fall into the following category:

1. Qualified Full-time Non-exempt Differential (ARFF) – ARFF employees that are regularly scheduled to work a minimum of ninety-six (96) hours during a fourteen (14) day pay period, which includes being scheduled to work District observed holidays.

Depending on the shift worked, the District may deduct eight (8) hours for sleep time in accordance with the Fair Labor Standards Act (FLSA) sleep time regulations.

Based on the conditions of employment, employees in certain Police Department positions of the District fall into the following categories:

1. Qualified Full-time Non-exempt Differential (PD) – Police Department employees that are regularly scheduled to work including being scheduled to work District observed holidays.

Employees in the above-mentioned categories may or may not be eligible for all, some or none of the benefits offered by the District. Employees should refer to the individual policies in this manual, or to the Human Resources Department for benefits eligibility.

Periodically, Human Resources will evaluate the classification of positions, to include part-time employee's actual hours worked, to determine if any changes need to be made.

Supervisors are responsible for ensuring employees are working the scheduled hours within the appropriate categorization and also for notifying Human Resources when a categorization change needs to be evaluated and/or changed. The President/CEO in conjunction with Human Resources is responsible for approving all changes to position categorizations.

Administration

Human Resources shall have the responsibility for the overall coordination, administration, review and maintenance of the classification plan.

Job Classifications

The District's Classification Plan provides a classification structure by grade for position within the District. A grade/class is established for each group of positions in which the degree of similarity in the duties and responsibilities warrant common treatment in the selection, appointment, compensation and other employment processes.

Each class shall be assigned to the appropriate pay grade.

The Classification Plan is the foundation upon which all major phases of the personnel program are constructed and should be used as follows:

1. As a guide in recruiting and evaluating candidates for employment.

2. To determine lines of promotion and in developing an employee training program.

3. To determine the salary range to be paid for each type of work.

4. To provide uniform job descriptions which are understandable by District employees and the general public.

5. To aid in perfecting and revising District organizational structure, clarifying lines of authority and fixing responsibility.

Human Resources shall maintain a current job description for each authorized position for the District.

Each position shall have a written job description describing the characteristics of the position, FLSA classification, salary grade level, essential functions, examples of duties, the required minimum education, knowledge, skills, training, abilities, experience, physical and mental requirements of the job, any special qualifications necessary to perform the job and any other pertinent information concerning the position. Job descriptions shall not be restrictive.

The use of (or absence of) a particular illustration of duties shall not be held to exclude or limit the District to assign other duties, which are similar and related to the work.

The job description shall serve as a record of the assignment of duties.

General

Requests for establishing new positions or reclassification of existing positions are made by the department Director to Human Resources. The Classification Plan identifies and categorizes titles for District positions.

Human Resources considers the total job content of the position to be established, classified, or reclassified and appropriately classifies the position based on the job description.

It is the responsibility of the requesting department to notify Human Resources or designee when funding for a new or additional position is approved by District action.

The budgetary process does not serve as a classification function. All unclassified positions, even those receiving budgetary approval, must be formally classified by Human Resources. The department Director and Human Resources will resolve classification and reclassification issues.

Establishing New or Additional Positions

A request is forwarded by the department Director to Human Resources for consideration of establishment of a new position and appropriate classification.

The request should include, at a minimum:

- proposed job description
- justification for the request
- position(s) to be abolished, if applicable
- new organizational chart, if applicable

- classification and salary grade level recommended
- recommended salary in accordance with the provisions of Section 205.02, Employee Compensation Plan.
- cost to fund salary and support items for balance of fiscal year
- additional appropriation required for funding salary and support items for remainder of fiscal year
- annual cost to fund position after current fiscal year any additional information to support the request

Management Approval

A request for a new or additional position for a department should occur during the budget process.

If a request for a new or additional position is requested during a nonbudget planning time, the request will be approved or disapproved by the President/CEO or designee, following recommendation by the Director of the requesting department, the VP of the requesting department and Human Resources.

Funds are specifically authorized by the District prior to hiring action.

Upon District approval of funding and hiring of position, Human Resources or designee will make the necessary adjustment to the appropriate documents.

Implementation Process

A new or additional position will not be implemented without documentation from Human Resources stating classification approval, and availability of finding from the Finance Department and/or department Director.

Upon District approval of funding and hiring of position, Human Resources or designee will make the necessary adjustments to the appropriate documents.

Classification or Reclassification of a Position

All departments seeking to change the duties and responsibilities of any currently filled staff position must submit a request for reclassification to Human Resources. A reclassification should be requested when there are significant changes in job duties.

The request should include, at a minimum:

- proposed job description
- justification for the request
- new organizational chart, when applicable

- classification and salary grade level recommended
- recommended salary in accordance with the provisions of Section 205.02, Employee Compensation Plan
- cost to fund salary and support items for balance of fiscal year
- additional appropriation required for funding salary and support items for remainder of fiscal year
- annual cost to fund position after current fiscal year
- any additional information to support the request

Human Resources will evaluate the total job content of a position to be reclassified.

Once consensus is obtained by the department Director, Human Resources will submit the recommendation to the President/CEO or designee for final approval.

When a position is reclassified, Human Resources notifies the requesting department Director of the reclassification decision.

Should the action be approved, and the position reclassified to a higher level, the employee will receive a pay increase no greater than the midpoint of the new level. Any increase above midpoint of the new level requires written justification to be submitted to Human Resources for review and approval by the President/CEO in conjunction with Human Resources.

The reclassification process is not used in lieu of a merit increase for an employee.

An employee reclassified on or before March 31st during the fiscal year is still eligible for a merit increase consideration when applicable.

Reclassification to a Lower Level

When an action results in the employee moving to a lower level, notification of the same is given to Human Resources and every effort is made to maintain the employee's current salary. However, the salary cannot exceed the maximum of the new salary level. Whereas, if the employee's current salary is above the salary maximum of the new position, the employee's salary will be reduced to at least the maximum level of the new position. Any reclassification that results in a reduction in compensation will not be effective until after the employee has been provided seven (7) days written notice of the reduction in salary.

Implementation Process

Upon written notification of the approved action (reclassification to a higher level, or lower level), the funding availability in the appropriate cost center, and a change in

status notification from the affected department, Human Resources will process the change to the employee's classification and/or salary and will amend the personnel records accordingly.

The change will be effective no sooner than the first day of the pay period following the approving action.

Other Position Changes

Requests to delete an existing position in a department or exchange an existing position for a lower level/grade position within the Classification Plan may be made by a department Director to Human Resources. Justification for the action must accompany the request. Final approval will be granted by Human Resources.

Human Resources notified the requesting department and the Finance department of the position change decision and makes the appropriate adjustment to reflect the total authorized positions for each department.

Approval & Update History:
September 9, 2019
March 23, 2020
November 14, 2022
September 16, 2024
September 21, 2026

Section 206.00 –

Holidays, Vacation, & Other Types of Leave

Section 206.01 – Vacation

Objective

To grant eligible employees paid vacation.

Guidelines

All employees in a qualified full-time status shall be entitled to earn vacation with pay in accordance with the following schedule:

Year(s) in Employment	Qualified Full-time (Hours/Year)
0 – 5	80
6 – 15	120
16+	160

The increase in vacation accrual rates will be made the first day of the pay period following the anniversary date.

Employees in a non-qualified status are not entitled to vacation.

In the event there is a separation of service, the employee upon reinstatement or re-employment will begin earning benefits as a new employee.

Eligible employees will begin to accrue vacation on their date of hire. Vacation may be used as it is accrued. Employees who terminate during their original introductory period shall not be eligible for payment of unused vacation.

Employees will be allowed to carry over unused vacation from year-to-year. Employees will not be allowed to earn vacation in excess of four hundred eighty (480) hours. Any employee who has four hundred (480) hours will not accrue additional vacation time until the employee drops their vacation amount below four hundred eighty (480) hours.

Employees who resign in good standing, are laid off, or otherwise separate from the District (except as provided below with respect to employees terminated for cause), shall be entitled to be paid for any unused vacation balance earned by them as of the date of termination not to exceed four hundred and eighty (480) hours. Employees who are leave the organization not in good standing will forfeit any unused vacation and will not be paid for any vacation upon termination of employment.

Employees who are on leave for any reason shall not accrue vacation when such leave extends thirty (30) days or longer.

If a paid holiday occurs while a non-differential employee is on approved vacation, that day will not be charged against their annual vacation balance.

Request for Vacation

Requests for vacation shall be made in UKG, which must be submitted to the immediate supervisor for approval a minimum of 24 hours in advance of the leave.

Each exempt/non-exempt employee must take at least forty (40) hours off each calendar year within a two-week pay period. These forty (40) hours can be a combination of vacation pay, holiday pay, paid time off, and/or professional leave taken under the Exempt Employee Benefit Program, and excludes sick leave.

The immediate supervisor or designee may disapprove requests for vacation.

Vacation will be scheduled in such a manner as to not hamper the normal operations of the department.

An employee cannot elect to take time off unpaid if they have accrued paid leave to use.

Approval & Update History:
September 9, 2019
November 14, 2022
September 16, 2024
September 21, 2026

Section 206.02 – Vacation Buybacks & Donations

Objective

To describe and outline procedures concerning (1) buying back accrued vacation ("Buyback") and (2) donation of accrued vacation ("Donation").

Vacation Buyback

No more frequently than once every twelve (12) months, employees in good standing may, with the approval of their immediate supervisor, elect to have a portion of their vacation accrual paid down to them via a "Buyback". Employees may request that the District redeem (or "Buyback") accrued vacation to not less than their annual accrual rate as of the date of request. For instance,

- Employee A has an accrued vacation balance of 476 hours and earns 120 hours of leave per year. They may request the District Buyback up to, but not exceeding 356 hours (leaving 120 hours).
- Employee B has an accrued vacation balance of 134 hours and earns 80 hours of leave per year. They may request the District Buyback up to, but not exceeding 54 hours (leaving 80 hours).
- Employee C has an accrued vacation balance of 64 hours and earns 80 hours of leave per year. They are not eligible for the District Buyback until they have a balance in excess of 80 hours.

These Buybacks will be included in the employee's gross wages for that calendar year, with the appropriate deductions withheld. SCRS and PORS retirement deductions are not withheld on Buybacks. Employee assumes responsibility for making their own request. The District is not responsible for notifying the employee that they may or may not request a Buyback to avoid possible forfeiture of accrued vacation once the limits established in the vacation policy are reached.

An employee cannot request a Vacation Buyback if they have not taken at least forty (40) hours of paid leave off during the last twelve (12) calendar months. These hours can be a combination of vacation pay, holiday pay, paid time off, and/or professional leave taken under the Exempt Employee Benefit Program.

Vacation Buyback Request

Requests for Vacation Buybacks are to be made with the Vacation Buyback Request Form.

Vacation Donation Guidelines

Employees in good standing, may, with the approval of their immediate supervisor, elect to confidentially donate a portion of their accrued Vacation balance for the benefit of specific District employee(s) who meet various eligibility criteria.

Purpose

The intent of this benefit allowance is to act as a stopgap measure to fill any potential gaps for a medical related employee hardship(s) when they are out of accrued sick, vacation, flex-holiday, and professional leave and are still on a protected leave of absence (e.g., FMLA, ADA accommodation leave, etc.) . Leave is given by an eligible donor for the benefit of a specific eligible recipient. The District's function is to administer the program and to merely act as a "pass through" conduit from the Donor to the Recipient.

Donor Eligibility

- Donor must be a District employee in good standing.
- Donor must have taken at least forty (40) hours off during the last twelve (12) calendar months, in accordance with Section 206.01 of the District's policy. These hours can be a combination of vacation pay, holiday pay, paid time off, and/or professional leave taken under the Exempt Employee Benefit Program.
- No employee can donate leave after tendering notice of separation for any reason.

Hours Donated

- Donations are offered anonymously for the benefit of a specific employee currently employed by the District. One donation can be made for the benefit of one specific employee once each calendar year. Donation requests can be made at multiple times during the calendar year as the need arises.
- At least four (4) hours of leave time must be given by the donor.
- Donations must be vacation hours (sick and other accrued hours are not eligible for donation).
- The Donor recognizes and agrees that the vacation so donated will be recharacterized as sick leave to the Donee/Recipient.
- Donation CAP: Employees may request that the District approve an accrued vacation donation up to, but not exceeding, forty (40) hours for the benefit of a single recipient, and eighty (80) cumulative hours for all named recipients in any given calendar year. These limits are subject to the donor not reducing their

remaining accrued leave balance below one year's leave accrual (e.g., an 8-year full-time District employee may donate any excess hours above 120 hours but not exceeding 40 for an individual or 80 for multiple recipients)
- Hours donated must have already been accrued as of the date of the donation. Projected hours yet to be actually accrued are not eligible for donation.
- Donation requests can be made via the Vacation Donation Authorization Form.
- Once processed, the Vacation Donation is irrevocable.

Donation Request Procedures

- A Donor employee may voluntarily request to donate, by completing the District's Vacation Donation Authorization Form, that a specified number of hours of earned vacation be transferred from the Donor's vacation account to a specific District employee who is eligible to receive said donation(s).
- The department Director or immediate supervisor of the Donor must approve the donation and forward the request for donated leave to Human Resources.
- Human Resources will verify that the employee has accrued the vacation time that is being donated and meets the donation eligibility requirements.

Donation Recipient

To be an eligible donation recipient an employee:

- Must be a District employee in good standing who:
- Has been continuously employed by the District for the immediately preceding 12 months and worked a minimum of one thousand two hundred fifty (1,250) hours of service to coincide with FMLA requirements,
- Has a qualifying, serious health condition, or combination of conditions, affecting physical or mental condition(s), which have been medically diagnosed and documented, which can be characterized as catastrophic, more specifically, that the employee or a family member (spouse, parent, child, sibling, stepparent, stepchild) has a serious medical hardship or catastrophic illness or injury that poses a threat to life (i.e. cancer, major surgery, AIDS, heart attack, serious accident, etc.) or that requires inpatient, hospice or residential care,
- Qualifies for the use of sick leave as stipulated under Section 206.03 of the District's Sick Leave Policy,
- Is FMLA certified (or granted leave as accommodation under the ADA), AND
- Has exhausted (or will exhaust) all of their available sick, vacation, flex-holiday, and professional leave.

To qualify as a Recipient, an employee cannot be:

- in unpaid status for less than one week
- have a disciplinary action at a Written Warning level or above
- be on an active performance improvement plan
- receiving Social Security Disability benefits
- receiving or applied for worker's compensation benefits
- receiving long-term disability benefits
- separated from service

Hours Received & Usage Thereof

- Donation Receipt CAP: Donation Recipient(s) cannot receive more than the remaining period of approved leave in the calendar year.
- The Recipient may not be paid more than their regular gross earnings, excluding overtime, per payroll period when combined with other wages or available paid leave.
- Normal deductions, including, but not limited to insurance premiums, federal and state tax withholdings, retirement, wage garnishments, and other will continue to be withheld, as appropriate, from each paycheck resulting from said donations.
- The donated hours will occur pay period by pay period as eligibility is maintained and will not be given in total at one time. When and if, the qualifying medical condition or the member of the employee's immediate family who is suffering from a catastrophic injury or illness is terminated, then the donation will cease, even if the donation cap has not been reached.
- If employment of the recipient is terminated for any reason (including if the Recipient dies), any unused donated hours are returned to the Donor(s).
- Any "unused" donated hours, as when an employee returns to work before the donation cap is reached, will be recharacterized back to vacation hours and returned to the Donor(s) as appropriate.
- Vacation transferred under this program and recharacterized as sick time may be substituted retroactively for periods of leave without pay for the same qualifying event(s).

Recipient Request Procedures

- A Recipient / Donee employee begins the process by contacting the Human Resources Department and expressing a need for qualifying assistance. Human Resources will verify that the employee receiving the donated time is or will shortly be in an unpaid status and verify the employee's qualifying medical

condition with the recipient's manager and/or department Director. Human Resources or designee determines that various other eligibility requirements have been met, the potential recipient will fill out and sign a Vacation Recipient Request Form, authorizing a request for donated hours from District staff.

- While there is no limit to the number of separate requests that an employee may submit to the District, each separate request shall be limited to no more than one per month, and the cumulative number of hours received in a given year cannot exceed more than the remaining unpaid FMLA period in any given calendar year.
- Human Resources or designee will process the Vacation Recipient Request Form and approve/deny the request.
- Human Resources will notify the requesting recipient of the request.

Management

- The procedures contained herein are managed by the District's Human Resources Leadership.

Financial Criteria

- Donated vacation hours are converted to dollars, based on the Donor's hourly base pay rate. This amount is paid to the Recipient at the Recipient's hourly rate as sick leave is taken, is includable in the Recipient's wages and is taxed according to the Recipient's withholding schedule.
- All payments will be reflected on the Recipient's W-2 form as income.
- The Donor realizes no income and incurs no tax-deductible expense or loss.
- The Donor receives no SCRS (SC Retirement System) or PORS (Police Officer Retirement System) service credit for time worked (and subsequently donated).
- The Recipient does receive SCRS (SC Retirement System) or PORS (Police Officer Retirement System) service credit for the hours received, but also has to make contributions into either SCRS or PORS.

Approval & Update History:
September 9, 2019
November 14, 2022
September 16, 2024
September 21, 2026

Section 206.03 – Sick Leave

Objective

To establish a sick leave policy for employees.

Guidelines

Qualified full-time employees shall be entitled to earn sick leave as provided herein.

Qualified full-time employees will earn ninety-six (96) hours sick leave per year. Sick leave is accrued after each payroll is processed. Non-qualified and Variable Hour employees do not accrue sick leave.

Sick leave as earned may be carried forward and accumulated to a maximum of seven hundred twenty (720) hours. After accumulating seven hundred twenty (720) hours of sick leave, employees will not accumulate any additional sick leave until an employee's sick leave balance drops below seven hundred twenty (720) hours.

Sick leave may be used as it is accrued. When recording sick leave taken, the time should be rounded to the nearest 15-minute interval. Employees who terminate during the introductory period shall not be eligible for payment of unused sick leave.

Sick leave shall not be earned while an employee is in a non-pay status of thirty (30) days or longer.

All employees who resign in good standing, are laid off, or otherwise separate from the District in good standing shall be entitled to be paid for thirty-three (33%) percent of any unused sick leave balance earned by them not to exceed two hundred forty (240) hours. Any employee who does not leave the organization in good standing will forfeit all unused sick leave balance and will not be entitled to any reimbursement of unused sick leave upon termination of employment. Such unused sick leave balance shall be forfeited.

In the event there is a separation of service, the employee upon reinstatement or re-employment will begin earning benefits as a new employee.

Employees shall not earn sick leave benefits when they are on a leave of absence that extends thirty (30) days or longer.

Requests to provide light duty (which involves the employee performing work but not performing all essential functions of their position, with or without reasonable accommodation) for a non-work-related physical condition or illness will not be granted. The District will always explore reasonable accommodations for disabled individuals

(including for non-work-related physical conditions or illnesses), as long as such accommodations would be effective in allowing the employee to safely and effectively perform all essential functions of their position and would not create an undue hardship or pose a threat to health and safety.

Use of Sick Leave

Paid sick leave is provided by the District in order to allow employees time off for legitimate medical reasons. Below is a list of reasons an employee may use sick leave, however this list is not intended to be exclusive. Leave will be scheduled in such a manner as to not hamper the normal operations of the department.

1. The employee's personal illness, injury or exposure to a contagious disease, which could endanger others.

2. The illness of a member of the immediate family (see definition in Section 206.07 which requires the personal care, and attention of the employee.

3. Medical appointments.

4. Inability to pass a required fitness for duty exam due to a medical related reason.

5. Mothers and/or fathers bonding with a newborn or newly adopted child.

Employees are expected to remain home when ill with a potentially contagious disease. Employees who come to work with a potentially contagious or communicable disease will be sent home by their immediate supervisor.

A communicable disease is an illness due to an infectious agent or its toxic products, which is transmitted directly or indirectly to a person from an infected person, animal or insect. Employees have a responsibility to prevent the spread of communicable diseases when they become aware or suspect that they may be a carrier of a communicable disease.

For the purpose of this policy, employees are "aware" that they may have a communicable disease when they show or feel signs of illness, such as coughing, sneezing, fever, joint aches, overall ill feeling, or the employee has a report of a communicable disease from a health care provider. Employees are also "aware" when they know to have been exposed to someone with a known or suspected communicable disease.

The District also recognizes its obligation to provide a safe and healthy workplace for all employees. Therefore, the District will obtain appropriate medical direction when necessary, to ensure that an employee's condition does not pose a significant risk of substantial harm to the employee, co-workers or individuals. Employees who have or are suspected of having a communicable disease that poses a significant risk or harm to the employee or others will be restricted from the workplace until such time as the employee's presence in the workplace will not present a risk to the employee or to others.

Employees may be required to seek a Doctor's consultation/written confirmation for any prolonged illness requiring the employee to be absent for three or more consecutive days, or as requested by the employee's supervisor or Human Resources. Also, employees must contact Human Resources to discuss the possibility of the employee's illness applying to FMLA under Section 206.08 within these Policies and Procedures.

The District encourages all employees to schedule sick leave as far in advance as possible. Planned requests for sick leave shall be made in UKG, which must be submitted to the immediate supervisor for approval a minimum of 24 hours in advance of the leave. Unplanned sick leave (employee or immediate family member that is unexpectedly sick) is required to give 2 hours' notice to their supervisor prior to a scheduled shift. The District understands that employees and family members get sick with little to no notice. For this reason, the District allows two (2) unplanned sick call out events in a rolling 12-month period with a two (2) hour notice without being subject to the attendance policy.

Employees who take FMLA leave for their own serious health condition must exhaust all accrued sick leave prior to starting an unpaid FMLA leave.

FMLA leave and the use of paid sick time will run concurrently.

An employee cannot elect to take time off unpaid if they have accrued paid leave to use.

Approval & Update History:
September 9, 2019
November 14, 2022
September 16, 2024
September 21, 2026

Section 206.04 – Holiday Pay

Objective

To establish a policy concerning observances of paid holidays.

Eligibility

Full-time Employees

- Exempt and Non-Exempt
- Differential Shift

Will be awarded eight hours of holiday pay when the employee works on a District recognized holiday.

- Exempt
- Non-Differential Shift

Shall be awarded holiday pay for the day the holiday is observed which may not be the same day as the calendar holiday. Holidays falling on a Saturday will normally be observed on the preceding Friday. Those falling on Sunday will normally be observed on the following Monday. Employees will be compensated for holidays on the basis of their regular straight time rate, not to exceed a normal workday.

- Non-Exempt
- Non-Differential Shift

Full-time non-exempt non-differential shift employees who work the actual calendar holiday will be paid one and one-half times their regular rate of pay for all hours worked in addition to getting one other day off in the same pay period. Otherwise, they shall be awarded holiday pay for the day the holiday is observed. Employees will be compensated for holidays on the basis of their regular straight time rate, not to exceed a normal workday

Guidelines

Employees who are on an approved paid leave at the time the holiday occurs, shall not have the hours of eligible holiday pay charged against accrued leave balances.

In order to be eligible for holiday pay an employee must be in a paid employment status or work the regularly scheduled workday immediately before or immediately after the holiday period. Employees on leave without pay or an unpaid leave of absence shall not be eligible for holiday pay for any holidays occurring while in such unpaid status.

Employees in their introductory period must have worked a regularly scheduled workday before the holiday to be eligible for holiday pay.

Employees who have provided a notice period/or are leaving the organization must work a regularly scheduled workday immediately following the holiday to be eligible for holiday pay.

Holidays

	Holiday	Date Observed
1.	New Year's Day	January 1st
2.	Martin Luther King Day	3rd Monday in January
3.	Memorial Day	Last Monday in May
4.	Independence Day	July 4th
5.	Labor Day	First Monday in September
6.	Veterans Day	November 11th
7.	Thanksgiving	4th Thursday of November
8.	Day after Thanksgiving	4th Friday of November
9.	Christmas Eve	December 24th
10.	Christmas Day	December 25th
11.	New Year's Eve	December 31st

In the event there is a separation of service, the employee upon reinstatement or re-employment will begin earning benefits as a new employee.

Approval & Update History:
September 9, 2019
September 16, 2024
September 21, 2026

Section 206.05 – Community Service Leave

Objective

To encourage employee involvement in charitable and community-focused activities, the District provides paid leave for eligible community service each calendar year.

Guidelines

• Employees are eligible for up to 8 hours of paid Community Service Leave (CSL) per calendar year.
• CSL may be used for volunteer activities performed for nonprofit, charitable, or community organizations.
• CSL must be requested in UKG and approved in advance following the Company's standard time-off procedures (24-hours in advance).
• Employees must submit documentation verifying their volunteer hours, which may include:

- A signed statement from the charitable organization
- An official confirmation or volunteer log
- Unused CSL does not carry over and will be forfeited at the end of each calendar year if not utilized.
- CSL is not paid out upon separation from employment.
- The Company reserves the right to approve or deny CSL requests based on operational needs or if the service activity does not meet eligibility criteria.

Responsibilities

• Employees: Secure advance approval, volunteer with an eligible organization, and provide required documentation. Community service leave must be requested via UKG at least 24-hours in advance.
• Supervisors: Review and approve requests via UKG, considering scheduling and business needs.
• Human Resources: Verify service documentation and maintain records.

Approval & Update History:
September 21, 2026

Section 206.06 – Jury Duty & Court Appearances

Objective

To define a policy for employees called to Jury Duty & Court Appearances.

Jury Duty & Court Appearances

Any Qualified Full-time employee, who is called for jury duty on a regularly scheduled workday, shall be granted time off with pay upon the presentation of a summons. The employee shall retain any fees received for jury duty. Time off with pay for jury duty is limited to a maximum of two (2) weeks (10 workdays) during any 12-month period, unless applicable law requires otherwise. An employee may elect to use available leave (professional, vacation,) if the time away would otherwise be unpaid. Once paid leave is exhausted, any additional time that an employee may need for jury duty will be unpaid.

Employees who attend court or participate in a related activity for only a portion of the workday are expected to report to their supervisor after being excused or released by the court.

An employee who appears in Court or participates in a related activity as a witness, plaintiff or defendant due to personal litigation or criminal charges, or whose appearance is voluntary shall be required to use vacation first until it is exhausted, and then may be authorized to take leave without pay for any such absence from work. All jury duty leave will be recorded appropriately in UKG.

Approval & Update History:
September 9, 2019
November 14, 2022
September 21, 2026

Section 206.07 – Bereavement Leave

Objective

To provide a policy for leave with pay when a death occurs in an employee's family.

Guidelines

Employees bereaved by the death of an immediate family member are granted time off for such periods of time as follows:

- Full-time employees may be granted up to twenty-four (24) hours of scheduled work time off on bereavement leave for the death of a parent, or an adult who stood in loco parentis to the employee during childhood, spouse, child, brother, sister, stepfather, stepmother, stepson, stepdaughter, grandchild, grandparent, step-grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, spouses grandparent or grandchild.
- Full-time employees may be granted up to twenty-four (24) hours of scheduled work time off for bereavement leave for a miscarriage of a child or still born birth of a child.

- Full-time employees may be authorized up to twenty-four (24) additional hours to be charged against the employee's accrued sick time, if needed.
- Leave under this policy will run concurrently with leave available under applicable law (paid or unpaid) for the same reason.

Approval & Update History:
September 9, 2019
September 16, 2024
September 21, 2026

Section 206.08 – Family Medical Leave Act (FMLA)

Objective

The District will provide Family and Medical Leave Act (FMLA) leave to its eligible employees. The District posts the mandatory FMLA Notice and upon hire provides all new employees with notices required by the U.S. Department of Labor (DOL) on Employee Rights and Responsibilities under the Family and Medical Leave Act. The District also posts the DOL supplementary information concerning Military Family Leave. The information in those DOL notices is incorporated into this policy by reference.

The objective of this policy is to provide employees with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, the employee will be afforded all rights required by applicable law.

If an employee has any questions, concerns or disputes with this policy, they should contract Human Resources.

General

Under this policy the District provides eligible employees unpaid, job protected leave up to 12 weeks, during a 12-month period (or up to 26 weeks, during a 12 month period of military caregiver leave to care for a covered servicemember with a serious injury or illness).

Eligibility Requirements

To qualify to take family or medical leave under this policy, the employee must meet all of the following conditions:

1. The employee must have worked for the District for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. Separate periods of employment will be counted, provided that the break in service does not exceed seven years. Separate periods of employment will be counted if the break in service exceeds seven years due to National Guard or Reserve military service obligations or when there is a written agreement, including a collective bargaining agreement, stating the employer's intention to rehire the employee after the service break. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.
2. The employee must have worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave. The 1,250 hours do not

include time spent on paid or unpaid leave. Consequently, these hours of leave should not be counted in determining the 1,250 hours eligibility test for an employee under FMLA.

3. The employee must work in a worksite where 50 or more employees are employed by the District within 75 miles of that office or worksite. The distance is to be calculated by using available transportation by the most direct route.

Leave Entitlement

An eligible employee is entitled to 12 weeks of unpaid leave in a rolling 12-month period for most reasons (up to 26 weeks for military caregiver leave, in a single 12-month period). The District will measure the 12-month period (other than for military caregiver leave) as a rolling 12-month period beginning the first day an employee uses any FMLA leave under this policy. For military caregiver leave, the single 12-month period beings on the first day an eligible employee takes military caregiver leave.

Types of Leave Covered

To qualify as FMLA leave under this policy, the leave must be for one of the reasons listed below:

1. The birth of a child and in order to bond with and/or care for that child.
2. The placement of a child for adoption or foster care and to bond with and/or care for the newly placed child.
3. To care for a spouse, child or parent with a serious health condition (described below).
4. The serious health condition (described below) of the employee.

An employee may take leave because of a serious health condition that makes the employee unable to perform the functions of his or her position.

Under the FMLA, a "spouse" means a husband or wife. Husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state.

A serious health condition is defined as a condition that requires inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or a condition that

requires continuing care by a licensed health care provider. Any period of incapacity or treatment due to pregnancy, or for prenatal care, qualifies as a serious health condition.

Generally, a chronic or long-term health condition that would result in a period of three consecutive days of incapacity with the first visit to the health care provider within seven days of the onset of the incapacity and a second visit within 30 days of the incapacity would be considered a serious health condition. For chronic conditions requiring periodic health care visits for treatment, such visits must take place at least twice a year.

Employees with questions about what conditions are covered under this FMLA policy or under the District's sick leave policy are encouraged to consult with Human Resources.

If an employee takes paid sick leave for a condition that progresses into a serious health condition and the employee requests unpaid leave as provided under this policy, the District may designate all or some portion of related leave taken as leave under this policy, to the extent that the earlier leave meets the necessary qualifications.

Because of any qualifying exigency arising out of the fact that an employee's spouse, child, or parent, who is serving in any branch of the US military (including the National Guard or Reserves), has been deployed or called to active duty in a foreign country.

The qualifying exigency must be one of the following:

a. short-notice deployment
b. military events and activities
c. child care and school activities
d. care of the covered military member's parent if the parent is incapable of self care
e. financial and legal arrangements
f. counseling
g. rest and recuperation
h. post-deployment activities
i. additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.

To care for a covered servicemember with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the covered servicemember.

a. A "son or daughter of a covered servicemember" means the covered servicemember's biological, adopted, or foster child, stepchild or legal ward,

or a child for whom the covered servicemember stood in loco parentis, and who is of any age.

b. A "parent of a covered servicemember" means a covered servicemember's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered servicemember. This term does not include parents in law.
c. The "next of kin of a covered servicemember" is the nearest blood relative, other than the covered servicemember's spouse, parent, son or daughter, in the following order of priority: blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as their nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made, and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember's next of kin and may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember's only next of kin. For example, if a covered servicemember has three siblings and has not designated a blood relative to provide care, all three siblings would be considered the covered servicemember's next of kin. Alternatively, where a covered servicemember has siblings and designates a cousin as his or her next of kin for FMLA purposes, then only the designated cousin is eligible as the covered servicemember's next of kin. An employer is permitted to require an employee to provide confirmation of covered family relationship to the covered servicemember pursuant to § 825.122(k).

An employee whose son, daughter, parent or next of kin is a covered servicemember may take up to 26 weeks of leave in a single 12- month period to care for that servicemember. This single 12-month period begins on the first day an eligible employee takes military caregiver leave (as long as it is within 5 years of the covered service member's active duty) and ends 12 months after that date. Military caregiver leave applies on a per-covered service member, per-injury basis, so that an employee may be eligible to take more than one 26 week period of military caregiver leave, but no more than 26 weeks of leave may be taken during any one 12-month period.

The term "covered servicemember" means:

A. a member of the Armed Forces (including a member of the National Guard or Reserve) who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list, for a serious injury or illness; or
B. a veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserve) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation or therapy.

The term "serious injury or illness" means:

a. in the case of a member of the Armed Forces (including a member of the National Guard or Reserve), means an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating;
b. in the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserve) at any time during a period when the person was a covered servicemember, means a qualifying (as defined by the Secretary of Labor) injury or illness incurred by a covered servicemember in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank or rating.
c. Outpatient status, with respect to a covered servicemember, means the status of a member of the Armed Forces assigned to either a military medical treatment facility as an outpatient; or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

Amount of Leave

An eligible employee can take up to 12 weeks for the FMLA circumstances (No. 1) through (No. 5) above under this policy during any 12-month period. The District will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the District will compute the amount of leave the employee has taken under this

policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.

An eligible employee can take up to 26 weeks for the FMLA circumstance (No. 6) above (military caregiver leave) during a single 12-month period. For this military caregiver leave, the District will measure the 12-month period as a rolling 12-month period measured forward. FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available.

If a husband and wife both work for the District and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, to bond with the child after placement, or to care for a parent (but not a parent "in-law") with a serious health condition, the husband and wife may only take a combined total of 12 weeks of leave. If a husband and wife both work for the District and each wish to take leave to care for a covered injured or ill servicemember, the husband and wife may only take a combined total of 26 weeks of leave.

Employee Status & Benefits During Leave

While an employee is on leave, the District will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work. For all other benefits, they will be maintained similarly to others on similar forms of leave (paid/unpaid).

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the District may require the employee to reimburse the District the amount it paid for the employee's health insurance premium during the leave period.

Under current District policy, the employee pays a portion of the health care premium. While on paid leave, the employer will continue to make payroll deductions to collect the employee's share of the premium. While on unpaid leave, the employee must continue to make this payment, either in person or by mailing the payment to the Finance Department. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave.

GSP Airport Districtwill provide 15 days' notification prior to the employee's loss of coverage.

If the employee contributes to a life insurance or disability plan, the District will continue making payroll deductions while the employee is on paid leave. While the

employee is on unpaid leave, the employee may request continuation of such benefits and pay their portion of the premiums, or the employer may elect to maintain such benefits during the leave and pay the employee's share of the premium payments. If the employee does not continue these payments, the employer may discontinue coverage during the leave. If the employer maintains coverage, the employer may recover the costs incurred for paying the employee's share of any premiums, whether or not the employee returns to work.

While on paid Family and Medical Leave, an employee is entitled to accrue additional paid leave time. After 30 days of unpaid leave for any reason (including FMLA), an employee will not continue to accrue any additional paid leave time.

Accrued credited service/tenure will continue as long as the employee is being paid with their available leave time. Once the paid leave time has been exhausted, credited service/tenure will be continued for a period of 30 calendar days. After the 30 days have expired, the employee will no longer accrue credited service/tenure. When the employee returns to work, the hire date will be adjusted to reflect the time taken in excess of 30 days.

Employee Status After Leave

An employee who takes leave under this policy may be asked to provide a fitness for duty (FFD) clearance from a health care provider, as a condition of returning to work. This requirement will be included in the employer's response to the FMLA request. Generally, an employee who takes FMLA leave will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. The position will be the same or one that is virtually identical in terms of pay, benefits and working conditions. If the employee would have lost their position even if they had not taken the leave, then there exists no reinstatement right. For example, if the employee's position is eliminated because of a reduction in force, then no reinstatement right exists. The District may choose to exempt certain key employees from this requirement and not return them to the same or similar position when doing so will cause substantial and grievous economic injury to business operations. Key employees will be given written notice at the time FMLA leave is requested of their status as a key employee.

Use of Paid & Unpaid Leave

For birth or a serious health condition of the employee or family member, the employee must substitute all available sick leave prior to using other types of paid available leave during the FMLA period.

For adoption or foster care, the employee must substitute available paid leave, excluding sick, for the unpaid FMLA.

When the paid leave is exhausted, the remainder of the 12 weeks of leave, if any, will be unpaid FMLA.

Under some circumstances, employees may take FMLA leave intermittently, which means taking leave in blocks of time, or by reducing their normal weekly or daily work schedule. FMLA leave may be taken intermittently whenever medically necessary to care for a family member with a serious health condition, or because the employee has a serious health condition and is unable to work. When intermittent leave is needed, the employee must try to schedule treatment so as not to unduly disrupt the District's operations.

FMLA leave will run concurrently with paid leave.

An employee who is using military FMLA leave for a qualifying exigency must use all paid vacation and personal leave prior to being eligible for unpaid leave. Qualifying exigency leave may be used intermittently. An employee using FMLA military caregiver leave must also use all paid vacation, personal leave or sick leave (as long as the reason for the absence is covered by the District's sick leave policy) prior to being eligible for unpaid leave.

Intermittent Leave or a Reduced Work Schedule

Employees may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for an injured or ill servicemember over a 12-month period).

The District may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, in instances when leave for the employee or employee's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth or placement for adoption or foster care.

For the birth, adoption or foster care of a child, the District and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced-hour schedule. Leave for birth, adoption or foster care of a child must be taken within one year of the birth or placement of the child. Leave for the birth

or placement of a child for adoption or foster care may be taken intermittently only with the approval of Human Resources.

If the employee is taking leave for a serious health condition or because of the serious health condition of a family member, the employee should try to reach agreement with the District before taking intermittent leave or working a reduced-hour schedule. If this is not possible, then the employee must prove that the use of the leave is medically necessary.

Employee's taking intermittent leave must follow the District's standard call-in procedures.

Certification for the Employee's Serious Health Condition

The District will require certification for the employee's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation or the delay. Failure to provide certification may result in a delay and/or denial of leave, depending on the circumstances. Medical certification will be provided using the DOL Certification of Health Care Provider for Employee's Serious Health Condition.

The District may directly contact the employee's health care provider for verification or clarification purposes using a health care professional, a Human Resources professional, leave administrator or District official. The District will not use the employee's direct supervisor for this contact. Before the District makes this direct contact with the health care provider, the employee will be a given an opportunity to resolve any deficiencies in the medical certification. The District will obtain the employee's permission for clarification of individually identifiable health information.

The District has the right to ask for a second opinion if it has reason to doubt the certification. The District will pay for the employee to get a certification from a second doctor, which the District will select. If necessary, to resolve a conflict between the original certification and the second opinion, the District will require the opinion of a third doctor. The District and the employee will mutually select the third doctor, and the District will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion. The District may deny FMLA leave to an employee who refuses to release relevant medical records to the health care provider designated to provide a second or third opinion.

If the employee fails to provide timely certification after being required to do so, covered leave may be delayed moving forward until the certification form is finally submitted. Absences counted against the employee for a late certification will not be reversed absent exceptional circumstances. If an employee never returns the completed form, the FMLA will be denied and the absences will be unprotected. If the certification form is incomplete or insufficient, an employee will be given written notice of the information needed and will have seven (7) days after receiving such written notice to provide the necessary information. Once the District has fully completed sufficient certifications and documentation, the District will notify the employee of whether FMLA leave is being granted. A request for active duty leave must be supported by the certification of qualifying exigency for Military Family Leave Form as well as appropriate documentation, including the covered military member's active duty orders.

Certification for the Family Member's Serious Health Condition

The District will require certification for the family member's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in delay and/or denial of leave, depending on the circumstances. Medical certification will be provided using the DOL Certification of Health Care Provider for Family Member's Serious Health Condition.

The District may require documentation and verification of family relationships sufficient to corroborate the need for leave and its coverage under this policy.

The District may directly contact the employee's family member's health care provider for verification or clarification purposes using a health care professional, a Human Resources professional, leave administrator or management official. The District will not use the employee's direct supervisor for this contact. Before the District makes this direct contact with the health care provider, the employee will be a given an opportunity to resolve any deficiencies in the medical certification. The District will obtain the employee's family member's permission, when possible, for clarification of individually identifiable health information.

The District has the right to ask for a second opinion if it has reason to doubt the certification. The District will pay for the employee's family member to get a certification from a second doctor, which the District will select. If necessary, to resolve a conflict between the original certification and the second opinion, the District will require the opinion of a third doctor. The District and the employee will mutually select the third

doctor, and the District will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion. The District may deny FMLA leave to an employee whose family member refuses to release relevant medical records to the health care provider designated to provide a second or third opinion.

Certification of Qualifying Exigency for Military Family Leave

The District will require certification of the qualifying exigency for military family leave. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in delay and/or denial of leave, depending on the circumstances. This certification will be provided using the DOL Certification of Qualifying Exigency for Military Family Leave.

Certification for a Serious Injury or Illness Covered Servicemember for Military Family Leave

The District will require certification for the serious injury or illness of the covered servicemember. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in delay and/or denial of leave, depending on the circumstances. This certification will be provided using the DOL Certification for Serious Injury or Illness of Covered Servicemember.

Recertification

The District may request recertification for the serious health condition of the employee or the employee's family member no more frequently than every 30 days unless circumstances have changed significantly, or if the employer receives information casting doubt on the reason given for the absence, or if the employee seeks an extension of their leave. Otherwise, the District may request recertification for the serious health condition of the employee or the employee's family member every six months in connection with an FMLA absence. The District may provide the employee's health care provider with the employee's attendance records and ask whether need for leave is consistent with the employee's serious health condition.

Procedure for Requesting FMLA Leave

All employees requesting FMLA leave must provide verbal or written notice of the need for the leave to Human Resources.

When the need for the leave is foreseeable, the employee must provide the employer with at least 30 days' notice. When an employee becomes aware of a need for FMLA leave less than 30 days in advance, the employee must provide notice of the need for the leave either the same day the need for leave is discovered or the next business day. When the need for FMLA leave is not foreseeable, the employee must comply with the District's usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances.

If an employee fails to give the required notice for foreseeable leave with no reasonable excuse, the employee may be denied the taking of the leave until the employee provides adequate notice of need for the leave, or what is protected leave until the FMLA may be delayed.

Employees should make every reasonable effort to schedule medical treatments so as not to disrupt unduly the ongoing operations of the District.

Designation of FMLA Leave

Within five business days after the employee has submitted the appropriate certification form, Human Resources, or designee, will complete and provide the employee with a written response to the employee's request for FMLA leave using the DOL Designation Notice.

Intent to Return to Work from FMLA Leave

On a basis that does not discriminate against employees on FMLA leave, the District may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

Return from FMLA Leave

Upon return from FMLA leave, an employee must be restored to the employee’s original job, or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment. If the employee would have lost their position even if they had not taken the leave, then there exists no reinstatement right. For example, if the employee’s position is eliminated because of a reduction in force, then no reinstatement right exists.

Before the employee returns to work from FMLA leave for the employee’s own serious health condition, the employee will be required to submit to Human Resources, certification from the employee’s health care provider stating that the employee is able to resume work.

If an employee takes FMLA leave in excess of the weeks for which the employee is eligible or fails to return from leave as scheduled, the employee's job protection rights under the FMLA no longer exist, and the District cannot guarantee that the employee will have a job position upon their return from leave. Any employee who is unable to return from leave due to a disability covered by the ADA, the District will engage in the interactive process and will review reasonable accommodation options in accordance with the ADA.

The FMLA makes it unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided under the FMLA or to discharge or discriminate against any person for exercising their rights under the FMLA.

Employees with questions about what illnesses are covered under this FMLA policy or any other questions concerning FMLA are encouraged to consult with Human Resources.

Approval & Update History:
September 9, 2019
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September 16, 2024
September 21, 2026

Section 206.09 – Military Leave

Objective

To establish a Military Leave policy for employees in compliance with Federal and State laws.

Compliance with Law

The District intends to comply with:

- the Uniform Services Employment and Reemployment Rights Act (USERRA),
- applicable South Carolina state codes (specifically S.C. Code of Laws Ann. § 8-7-10 through 8-8-90 and § 25-1-2310),
- State Human Resources Regulations Section 19-712.01
- 38 USC §§ 3001-4334
- and any other applicable statutes, federal or state laws or directives.

Definition

A "Regularly Scheduled Work Day" is considered to be based on regularly scheduled average workdays for the purpose of this policy.

SC Code Directives

As excerpted from: S.C. Code Ann. § 8-7-90)

"All officers and employees of this State or a political subdivision of this State who are either enlisted or commissioned members of the South Carolina National Guard, the United States Army Reserve, [etc.]…are entitled to leaves of absence from his/her respective duties without loss of pay, time, or efficiency rating for one or more periods not exceeding an aggregate of fifteen regularly scheduled average workdays in any one year during which they may engage in training…. Saturdays, Sundays, and state holidays may not be included in the fifteen-day aggregate unless the particular Saturday, Sunday, or holiday to be included is a regularly scheduled workday for the officer or employee involved.

In the event any such person is called upon to serve during an emergency, he is entitled to such leave of absence for not exceeding (an additional) thirty additional days (beyond the aforementioned fifteen regularly scheduled work days).

As used in this section, 'in any one year' aligns with the federal fiscal year of October through September.

Paid Vs. Non-Paid Military Leave

Normal annual provision is 15 paid Regularly Scheduled Work Days in any one year.

"Declared" emergency: In accordance with SC Code of Laws § 8-7- 90, an employee who receives official military orders to serve during a declared emergency is entitled to an additional 30 regularly scheduled workdays of paid military leave each year.

Additional periods of service/training for military personnel (including, but not limited to Reservists and National Guardsmen) over and above the normal 15 days of recognized duty may be taken only after approval by the employee's Supervisor and will not exceed an additional 10 days. Such additional "non-emergency" military leave will be without pay unless the employee requests that vacation and/or personal time be used for this purpose.

Authorized Leave Application

All written or oral orders are considered valid when issued by an official military authority. The District requires that application for military leave must be accompanied by a copy of the official military order.

Employees who are members of the military reserve units or whose draft status subjects them to be called to active duty must so notify their Supervisor in writing as a condition of the granting of a military leave of absence.

Must the 15 or 30 Emergency Workdays be Consecutive?

No.

Enlistment

Employees intending to enlist in military service must notify their supervisor of their intent in writing. This information will be made a part of the employee's permanent personnel record. If called to active military duty, for other than routine Reserve or National Guard Annual Training, the employee may receive accrued vacation pay for which the employee is eligible. Upon return to active employment, the employee will be reinstated with the tenure status to which they would have been entitled had the employee not entered military service. Requests for re-employment must be received within 90 days of separation from service.

Holidays

Saturdays, Sundays, and state holidays may not be included in the 15-day aggregate unless that particular day to be included is a regularly scheduled workday for the employee involved.

Is the Employee's Travel Time Included as Part of the 15 Days?

If travel time is not included in the official military order, an employee may request vacation, flex-time, exempt professional leave, paid time off, or leave without pay for travel time to get to the assignment outside of the dates on the military order submitted.

Is an Employee who Volunteers for Active Service Eligible for Military Leave?

If an employee volunteers for a military service assignment and an official military order is issued, they are eligible to receive the normal paid military leave up to the 15 days with an additional 30 days of paid leave in the case of a declared emergency.

Long Term Military Leave

Upon exhaustion of available military leave, an employee may elect to use any available vacation, flex-time, exempt professional leave, paid time off. They may also, at the discretion of the President/CEO in conjunction with Human Resources, be placed on leave without pay for a specified period. An employee will not be eligible for leave accrual and merit increases while on leave without pay.

Reemployment Rights

In accordance with the Uniformed Service Employment and Reemployment Rights Act (USERRA), employees (including those in a probationary or trial period) may be absent from work for military duty and retain reemployment rights up to five years. There are important exceptions to the five-year limit, including initial enlistments lasting more than five years, periodic National Guard and Reserve training duty, and involuntary active duty extensions and recalls, especially during a time of national emergency. USERRA clearly establishes that reemployment protection does not depend on the timing, frequency, duration, or nature of an individual's service as long as the basic eligibility criteria are met. For a full list of the exceptions to reemployment beyond five years, see Section 4312(c) of USERRA. (Title 38 U.S. Code, Chapter 43, Section (Section 4312(c)). Under USERRA, "an employer is not required to reemploy a person under this chapter (3 USC § 4312) if the employment from which the person leaves to serve in the uniformed services is for a brief, non-recurrent period and there is no reasonable

expectation that such employment will continue indefinitely or for a significant period." An employee in a temporary capacity does not have reemployment rights.

The reemployment rights a person receives upon return from military service depend on the duration of the time spent in military service:

- District employees who return to work after military service of one to 90 calendar days retain the same position;
- District employees who return to work after serving at least 91 calendar days but not more than 5 years are entitled to a comparable position within the District (with the same band and pay rate) for which the employee is qualified; or,
- District employees are not entitled to Veteran Reemployment rights after an absence of 5 years.

The employee must notify the District of the intent to return to work and the required time periods are:

- Military service of 1 to 30 days; the employee must return to work at the beginning of the first regularly scheduled workday or eight hours after the end of military service. A reasonable commuting time from a military service post to home must be taken into consideration by the District;
- Military service of 31 to 180 days; the employee must contact the District no later than 14 days after completion of military service; or,
- Military service of 181 or more days; the employee must contact the District no later than 90 days after completion of military service.

Life, Health, & Dental Insurance Benefits

During the normal 15 day and declared emergency additional 30-day periods, the employee will remain on the District's group policies under the same terms and conditions.

An employee on leave without pay due to military service will be allowed to remain on the active group programs by paying the employee share of the premiums due.

If an employee elects to cancel health and dental coverage during active duty military status, their coverage can be reinstated when they are discharged or released from active duty and resumes employment with the District. The request must be made within 31 days of discharge.

SC State Retirement System

An employee on leave without pay due to active military service can continue to pay their contribution to the State Retirement System during their absence by completing the Supplemental Service Report (Form 1224), or arrange to contribute retroactively when they return from military service.

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Section 206.10 – Personal Leave of Absences Without Pay

Objective

To establish a policy concerning employee personal leave of absences.

Leave of Absence Without Pay

The VP – Chief Human Resources Officer, upon written request by the employee, may authorize a personal leave of absence for a unique or extraordinary reason that may not apply to other types of leave of absences that fall under the FMLA, Section 206.08, of these policies.

These requests will be considered on a case-by-case basis due to the District's limited staff available for coverage. If granted the employee's position will remain open and benefits will continue at the same level and under the same conditions, for the duration of the approved leave, that exist for covered employees actively working. After the approved leave duration, the employee will be responsible for full payment of benefits. After 30 days of unpaid leave, vacation and sick leave will not continue to be accrued.

Any personal leave of absence is at the discretion of the VP – Chief Human Resources Officer, and employees are not guaranteed job protection while on a personal leave of absence. Personal leave of absences will normally not exceed three (3) months.

Military Leave of Absence

A leave of absence to serve in the U.S. Armed Forces Reserve or National Guard will be granted in accordance with the Uniform Services Employment Right Act (USERRA).

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Section 207.00 – Benefits

Section 207.01 – District Offered Benefits Through SC PEBA

Objective

To provide an overview of District offered benefits through the South Carolina Public Employer Benefit Authority (SC PEBA). If this Handbook in any way contradicts the terms of the official plan document(s) associated with any District benefits, the official plan document(s) will always control.

Benefits Overview

The following benefits are provided by the District to some or all employees. See the SC PEBA Accounts Guide and benefit description for eligibility restrictions and more information. For additional questions, employee should reach out to the Human Resources Department or visit the SC PEBA website, https://www.peba.sc.gov/.

Group Health Insurance
Dental & Vision Insurance
Long-term Disability
Supplemental Long-term Disability
MoneyPlus Medical Spending Account
MoneyPlus Dependent Care Spending Account
MoneyPlus Health Savings Account
Life Insurance
Accidental Death & Dismemberment (AD&D)

The President/CEO in conjunction with Human Resources will establish the percentage of premiums paid by the District for employee and dependent coverage. The District reserves the right to change plan providers and its contribution from time to time.

Deferred Compensation Programs

The District offers the opportunity for all of its employees to participate in the South Carolina Deferred Compensation Program.

For all Full-time employees who are SCRS participants, excluding variable hour employees, the District will match 100% up to the first 5% of employee deferred compensation contributions each calendar year. The District's matched dollars will be added to the employee's account(s) as allowed in the appropriate plan documents. The Employee may elect to contribute an additional amount consistent with the plan

guidelines and Federal Law. Plan Guidelines are available through the Human Resources Department or through SC PEBA.

Part-time and Variable Hour employees who are SCRS participants, participation in the South Carolina Deferred Compensation Program is optional at the employee's election. Should a part-time employee elect to participate, there will be NO match from the District.

The District's deferred compensation program match is also specifically excluded from employees participating in the PORS program due to the District contributing a higher employer contribution to their PORS account versus the SCRS account. This exclusion helps to ensure a more equitable employer contribution by the District to retirement accounts.

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September 21, 2026

Section 207.02 – Exempt Employee Benefit Program

Objective

To identify and define the additional benefits available for Qualified Full-time exempt employees ("Exempt Employee Benefit Program") of the District. If this Handbook in any way contradicts the terms of the official plan document(s) associated with any District benefits, the official plan document(s) will always control.

General

The Exempt Employee Benefit Program is designed to aid in attracting and retaining highly competent management and professional Full-time personnel. This procedure outlines specific benefits established for each exempt employee, broken out by Salary Levels.

Exempt Employee Benefit Program

The Exempt Employee Benefit Program consists of Professional Leave and Medical Reimbursement.

Professional Leave

A specified number of additional leave hours during each calendar year are granted to Full-time employees in the Exempt Employee Benefit Program as follows:

Salary Levels 13 and higher	40 hours/year
Salary Levels 7- 12	24 hours/year
Salary Levels 1 - 6	16 hours/year

Professional Leave may not be carried over from year to year.

An employee must be employed for one hundred eighty (180) days as an Exempt Employee in a particular job category to be eligible for Professional Leave in that category. An employee hired and/or transferred into the job categories listed above on July 1 or after is not eligible for Professional Leave that year.

The VP – Chief Human Resources Officer, after consultation with the VP of the department, may authorize use of Professional Leave prior to the end of 180 days on a case-by-case basis.

At the beginning of each calendar year, Exempt Employees above are awarded the appropriate number of hours. As the employee uses an hour, it is reported on the

payroll and deducted from the employee's available Professional Leave hours. Minimum increment for Professional Leave usage is two (2) hours.

Employees moving from one Exempt Employee category listed above to another after July 1 receive the benefits of the former category for the remainder of the calendar year. An employee transferring out of Exempt Employee categories listed above forfeits any unused benefits.

Unused Professional Leave is forfeited when District employment ends.

In the event there is a separation of service, the employee upon reinstatement or re-employment will begin earning benefits as a new employee.

Annual Medical Reimbursement

Full-time employees in the Exempt Employee Benefit Program salary levels listed above have an additional reimbursement equal to the annual deductible on the State Standard Health Plan available each calendar year for non-insured personal medical expenses, (e.g., annual physical examination, eye examination and glasses, dental work, drug co-pays, etc.).

This reimbursement does not accrue. If the entire annual amount is not used within each calendar year, the remainder is forfeited. Request(s) for reimbursement must be submitted within the current calendar year with a grace period for submission until January 15th of the following year. Requests submitted to Human Resources after January 15th are automatically forfeited for the previous calendar year. A new employee has to be hired before October 1st to be eligible for this benefit. If an employee is hired on or after October 1st, they will be eligible to receive this benefit in the next calendar year. This reimbursement may be used toward meeting the employee's deductible on the District's group health insurance plan.

Expenses are submitted during the calendar year in which they are incurred. Receipts stipulating the purpose of expenditures and certification that this expense was not paid for by an insurance company are submitted with the Medical Reimbursement Form for approval, and payment to the employee. An employee does not need to be enrolled in a State Health Plan to be eligible. Reimbursement for insured/non-insured dependent medical expenses is not allowed under this policy.

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Section 207.03 – Employee Incentive Pay Plan

Objective

To establish criteria for implementing an employee incentive pay plan (EIPP) to reward employees for their contributions to the District's achievement of defined goals and to encourage exceptional performance in administering their duties.

Eligibility

To participate in the EIPP, employee must:

- Be a qualified full-time, employee, not in a temporary status.
- Be an employee, as defined above, for at least one hundred and eighty calendar (180) days before the end of the District's fiscal year for which the incentive pay is being awarded. The District's Fiscal Year is July 1st to June 30th (the "Fiscal Year").
- Receive a satisfactory annual employee evaluation. Employees receiving an unsatisfactory annual evaluation shall not be eligible to participate in the EIPP.
- Not be on a performance improvement plan (PIP), and/or have an active Corrective Action at a written warning level or above at the time the EIPP payout is issued.
- Be employed by the District at the time of the incentive payout date.
- The President/CEO is not eligible to participate in this program.

Determination of Incentive Pay

The following six (6) organizational goals will be utilized to establish the basis for the implementation of this Employee Incentive Pay Plan:

- Safety – Outperform average industry metrics concerning the number of workplace accidents/incidents through training and monitoring District employees' number of incidents per hours worked and passenger number of preventable incidents per enplaned passengers.
- Financial - District obtains an Annual Operating Margin for the fiscal year, as adopted in the Annual Budget.
- Airline Revenue - District obtains Annual Operating Revenues from Airlines Revenues as a percentage (%) of Annual Revenues for the fiscal year, as adopted in the Annual Budget.
- Cost Per Enplaned Passenger (CPE) – District maintains an average Cost per Enplanement for the fiscal year, as adopted in the Annual Budget.

- Fund Balance - Retain cash and investment balance equivalent to one-year of operating expenses for the fiscal year, as adopted in the Annual Budget.
- Customer Service - Obtain an overall customer service satisfaction as adopted in the Annual Budget.

The Commission will set the specific metric goals for each of the six (6) organizational goals outlined above on an annual basis in connection with the Annual Budget process. The President/CEO shall be authorized to award Incentive pay if all such metric goals at met.

If all six (6) organizational goals are not met due to certain extenuating circumstances, the President/CEO may request that the Commission approve the implementation of this Employee Incentive Pay Plan. Such approval shall be at the sole discretion of the Commission.

Incentive Award Computation for Employees

The incentive pay for an eligible employee who has been qualified by the District and employed for at least one hundred and eighty calendar (180) days at the end of the Fiscal Year is the employee's base salary times the approved part of the EIPP program, which is subject to change annually, but will be no more than ten percent (10%) of base salary (as of the end of the fiscal year), per qualified employee, based on position, actual District performance and Individual performance evaluation. Individual employee performance will be taken into consideration. Part-time employees would receive fifty percent (50%) of the incentive pay. The incentive pay for eligible employees employed at least one hundred and eighty calendar days (180) days at the end of the Fiscal Year but less than three hundred and sixty-five (365) days will be prorated based on the month in which they are hired. If the employee works 50% of the month in which they are hired they will get credit for that month.

Incentive Pay Procedures

Base salary is the established salary that is paid to an individual as of the end of the fiscal year and does not include any overtime, leave sell back of any kind, or other supplemental income.

- The organizational goals must be met as outlined above.
- The incentive award will be initiated if Human Resources determines that an employee is eligible to participate in the EIPP.
- Incentive Pay shall be paid in a separate payout.
- Employee's base salary shall not be adjusted by the incentive pay.

- Incentive Pay is subject to applicable federal and state taxes and will be paid out at the appropriate supplemental wage rate.
- Incentive pay is not included as compensation for retirement purposes.
- Incentive pay is not carried forward to future years.

Employee Incentive Pay Plan Termination

While the District intends to maintain a plan to incentivize employees, this EIPP may be terminated at any time by the District. In the event the EIPP is terminated, the program will be immediately discontinued for all employees participating in the program.

Effective upon termination, no employee shall have any right to Incentive Pay pursuant to the EIPP.

Authority & Interpretation

Questions regarding the application of this policy should be directed to the Human Resources Department. The District reserves the right to revise this policy at any time with or without notice.

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Section 207.04 – Reimbursement of Educational Expenses

Objective

To provide reimbursement of education expenses to employees seeking education or advanced learning while employed by the District.

General

District employees who seek to improve their knowledge by participating in educational courses while employed by the District, may be eligible for reimbursement of education expenses under this policy. If the employee is receiving payment for such educational expense from another governmental source, or in the form of incentive pay, the employee is not eligible for the benefits provided.

Reimbursement of Educational Expenses

Reimbursement of Educational Expenses provides reimbursement of tuition and other expenses related to a course taken in the pursuit of a degree or the expenses related to a non-degree college course at an approved facility or institution.

A. Degree Program Criteria To be approved under the policy, a Degree Program must meet the following criteria:
    - The degree is consistent with the employee's ability, potential, and scholastic background or a reasonable chance exists for the employee to use the acquired knowledge.
    - The degree is reasonably applicable to the work the employee is doing or for which the employee might be reasonably expected to be qualified to do.
    - The required curriculum leading to the degree and the number of hours to be completed is appropriate.
    - The degree is in a field of interest to the District and a reasonable chance exists for the District to derive some benefit from it.

B. Non-degree Program Criteria To be approved under the policy, a Non-degree Program must meet the following criteria:
    - Job Improvement Courses The course(s) must be directly related to the employee's assignment that improve skill, knowledge, and the ability of the employee in job performance, and increase potential for promotion through more advanced techniques. For example, if an electrician working on signal devices pursues a course in electronics, such a course provides advanced

knowledge and training in job performance and makes the employee eligible for promotional consideration.

- Self-Improvement Courses
- Courses designated for self-improvement and increased general knowledge, which may have no direct relationship to the employee's current assignment, are recognized as approved courses when:
    a. courses are required for a college degree, certification program, or State certification;
    b. courses would enhance the employee's qualification for any other position within the District, and/or make the employee eligible for promotional consideration.

Eligible Fees and Expenses

The following expenses may be eligible for reimbursement:

Tuition: The fees charged by an institution for an eligible course. Eligible courses include the following:

- Formal college-credit courses offered by an accredited college or university.
- Online courses offered by an accredited college or university.
- Adult education non-credit and/or non-degree courses offered by an accredited institution, including public school systems, colleges, or universities.
- Private, business, or technical school courses, when comparable training is not available through one of the above categories. (Before approving such courses, the Manager/Supervisor should evaluate the school's standards and determine if costs are compatible with the level of training received.)
- Required courses within a curriculum that lead to a diploma, certificate, or degree in a field of interest to the Company, even though these courses are not specifically job-related (i.e., religion or art courses).

Required Textbooks: May include books in printed or electronic format (including shipping charges if purchased online by the student), newspaper subscriptions, or magazine subscriptions, provided the materials are required for the enrolled course(s).

Required Supplies: Supplies related to a course may be reimbursable if they are a required part of the course. Any other items that are needed, but not specifically required (i.e., stated in the syllabus), will not be eligible for reimbursement.

Required Fees: Fees assessed by the institution which are required for enrollment in and completion of an approved course or degree and are not refundable after completion of a course or course of study.

An employee is eligible for reimbursement of a course under this policy only if they are an active employee at the time the course commences and at the time of reimbursement. A course will ordinarily be considered to commence on the "first regular day of class" for any course that is offered during a regular academic term at an educational institution. Courses that commence prior to employment are not eligible for reimbursement.

Ineligible Fees and Expenses Not all expenses related to a Degree Program or Non-Degree course are eligible for reimbursement. Ineligible fees and expenses include:

Ineligible Course: College courses required to complete an employee's usual job responsibilities are not eligible for reimbursement under the policy.

The following are also considered ineligible courses under the policy:

- Recreation or leisure time courses such as golf, bridge, sewing, and dancing are not covered, unless they are part of the curriculum stated above.
- Courses that will not be considered for educational reimbursement include training courses, seminars, workshops, and conferences. These types of educational activities are funded through the travel and training budget. Employees interested in attending such courses should contact their immediate supervisor for availability of funds and attendance.
    - If a Manager/Supervisor recommends one of these courses for an employee as a District-sponsored development action, it may be eligible for reimbursement as a business expense.
- Preparation courses to prepare for an exam that is required to attend graduate school, including GMAT/GRE test-prep courses.
- Fees charged in lieu of a course, including college credit granted for District-sponsored training (in-house and outside training) and college credit granted for work or life experience.
    - Fees for application, laboratory, registration, taxes and similar costs are not reimbursable.
    - Optional Supplies: The cost of materials, instruments, supplies, or equipment are not reimbursable unless they are included as an indistinguishable part of the total cost of the course. 3. Optional Fees: Fees charged as the result of the institution providing services not automatically assessed or related to the

enrollment in and completion of a course or degree. Optional fees also include charges for expenses that are the result of employee choice or negligence.

Reimbursement of Fees and Expenses

Payment for course work is authorized by Human Resources. To qualify for reimbursement, an employee must receive a grade of "C" or better, or "Pass" if taking a "Pass/Fail" course. No benefit will be payable unless these requirements are met.

Once a course has been satisfactorily completed, an employee may request reimbursement for eligible fees and expenses related to the course. Eligible fees and expenses, as described above, will be reimbursed up to the annual maximum.

To request reimbursement an employee must submit official transcripts or other completion documentation along with receipts and other requested proof of expenditure documentation for reimbursement to Human Resources within 15 business days of course completion. Human Resources will arrange for reimbursement to the employee for expenses incurred.

To request reimbursement an employee must submit official transcripts or other completion documentation along with receipts and other requested proof of expenditure documentation for reimbursement to Human Resources within 15 business days of course completion. Human Resources will arrange for reimbursement to the employee for expenses incurred.

An employee may be reimbursed up to a maximum of $5,250 per calendar year. The VP – Chief Human Resources Officer may elect to lower this reimbursement during the budget process for each fiscal year. Thus, the maximum reimbursement amount is subject to change from year-to-year.

The District shall follow IRS Publication 970 "Tax Benefits for Education" in the reporting of Educational Assistance reimbursements to the IRS.

Reimbursements will be limited, subject to availability of funds and the number of participants in the program. This program may be amended or discontinued at any time. However, such amendment or termination will not affect any course study previously approved.

Reimbursements under this policy will be made only to employees who are on the active payroll when payment is due.

Eligibility to Participate

All Qualified Full-time employees who have been employed by the District for a minimum of twelve (12) months of continuous employment are eligible to participate in the program.

An employee must be in an active pay status and cannot have an active corrective action at a Written Warning level or above, or be on a current Performance Improvement Plan. If after the employee is approved for reimbursement, they receive a corrective action at a Written Warning level or above or is placed on a Performance Improvement Plan, the District will reimburse any current course(s) being taken, but will not reimburse any future courses until the employee no longer has an active corrective action at a Written Warning level or above or is no longer on a Performance Improvement Plan. The employee will need to reapply for consideration.

Repayment to the District Requirements

Should an employee leave District employment, whether voluntarily or involuntarily, after completion of course(s), and prior to compliance with the terms of the Educational Reimbursement Repayment agreement to remain in Agreement with the District employment for one (1) or more years, the District, the employee is responsible for reimbursing the District for any costs due in accordance to the Educational Reimbursement Repayment Agreement. Repayment will be taken from the employee's benefits accrued at time of termination, and any amount due the District over and above said benefits must be paid within thirty (30) days after termination.

Following termination of an employee who is indebted to the District for reimbursement of educational expenses, Finance Leadership or designee will issue an invoice to the employee showing the amount due and the terms of payment. Checks paid by the employee must be made payable to the District and sent to the Finance Department. The Finance Department is responsible for maintaining records of each employee's educational account, showing repayment and depositing refund payments to the District fund.

Employees who participate in the reimbursement of educational expenses program specifically authorize the deduction from the employee’s final paycheck to cover the reimbursement for educational expenses upon termination of employment. Under this policy the District may withhold from an employee’s final paycheck (base salary, accrued leave/sick time, and/or expense reimbursements) to the extent permitted by applicable law, monies up to the amount due the District.

Retirement, Death, Disability, Permanent Layoff

Should the employee, through death, total disability, permanent layoff through no fault of the employee, or normal retirement, fail to continue the required tenure of employment, any remaining liability for reimbursement of educational expense is canceled automatically.

Approval

Employees must secure proper approval prior to enrolling in a Degree Program or Non-Degree Program, to avoid incurring expenses that are not reimbursable under the policy. Approval for all expenses under this policy is at the discretion of Human Resources.

The following steps should be taken to obtain approval prior to beginning a course or program:

1. Submit a completed Educational Reimbursement Plan Application, along with the documentation described on the form, to the immediate supervisor for approval.

2. Once the immediate supervisor approves the program, forward the documentation, along with a Tuition Reimbursement Repayment Agreement, to Human Resources.

3. Human Resources will notify the employee and the manager of the decision.

Once an employee submits an Educational Reimbursement Plan Application, if courses have not commenced within twelve (12) months of the date the form was approved, an updated Educational Reimbursement Plan Application must be resubmitted for approval. The following rules also apply:

1. If one or more years have passed from the time of the most recent course, an updated Educational Reimbursement Plan Application must be submitted.

2. An employee who is initially approved for a specific Degree Program and later changes to a new Degree Program, must complete a new Educational Reimbursement Plan Application, even if that employee is attending the same institution.

3. A new Educational Reimbursement Plan Application is not required if an employee transfers to a different institution but remains within the same Degree Program.

Educational Reimbursement Application Plan requests must be submitted prior to December 31st for courses to begin the new fiscal year (July 1). Applications submitted after December 31st, but prior to the start of the new fiscal year will not be approved for reimbursement until the start of the following fiscal year without approval from the VP – Chief Human Resources Officer.

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Section 207.05 – Employee Assistance Program

Objective

The District will provide confidential assistance through its Employee Assistance Program (EAP) to all employees and their eligible family members who may be faced with dynamic challenges of financial concerns, legal issues, substance use problems, family and/or marital problems, illness of a family member, emotional concerns, childcare problems, etc. For the welfare of employees as well as effective business operations, the District encourages its employees and family members to take advantage of this valuable benefit of employment.

General

Employees, regardless of status, may participate in the Employee Assistance Program along with dependent family members. A "dependent" is defined as a member of the family who is eligible to be covered by the employee's health insurance plan. Strict confidentiality of records is essential and shall be maintained, unless the employee authorizes release of such through a written consent form.

Each employee is entitled to a total of six (6) one-hour sessions per year for themselves or their dependent family members. Employees and their dependent family members can refer themselves to the EAP 24 hours a day on weekdays and weekends without the District's knowledge. All dependents will be considered self-referrals.

EAP counselors are available to meet with employees or dependent family members to assess a problem and develop a plan for resolution. Such plan may include a referral to an outside resource.

Expenses incurred, as a result of referrals or services provided outside the realm of the EAP, are the responsibility of employees and/or their dependents. There is no charge for employees or their eligible dependent family members to use the services of the EAP.

Participation in EAP does not jeopardize job security or promotional opportunities. However, such participation does not excuse the employee from following District policies and procedures or meeting required standards for satisfactory job performance except where specific accommodations are required by law.

Employees shall be encouraged to use the Employee Assistance Program voluntarily. However, when issues or concerns are recognized, leadership may require a mandatory referral. Upon such, the employee is expected to cooperate in the individualized plan of

care as a condition of continued employment. After a reasonable opportunity for progress, disciplinary action, up to and including termination, may occur unless there is a noticeable and sustained improvement. While the mandatory referral is confidential, the District will ensure that employee referred to EAP are participating in the program and are fulfilling obligations required as part of the EAP.

In order to ensure compliance with the Fair Labor Standards Act (FLSA), employees required to attend the EAP on a mandatory basis shall be compensated at their normal base rate for the time in which they are receiving employee assistance program services. Failure to attend scheduled appointments or reschedule missed appointments may result in disciplinary action up to and including termination.

Supervisor Responsibility:

- Identify the need for the EAP.
- Notify Human Resources of the employee issue or concern.
- Ensure that non-exempt employees are paid appropriately as outlined in the FLSA when attending their scheduled appointments.

Employee Responsibility:

- Attend and cooperate in the individualized plan of care.
- Notify supervisor of scheduled appointments.
- Maintain and attend scheduled appointments.

FRAP (First Responder Assistance Program)

The District recognizes the importance of supporting our employees' well-being, especially those who work in high stress situations like our Police and ARFF departments. Therefore, we have partnered with our EAP provider to develop the First Responders Assistance Program (FRAP). Every member of the police and ARFF departments will maintain their standard access to the EAP program. However, Police and ARFF employees will also complete a wellbeing check-in with a FRAP counselor every fiscal year. As with all EAP program sessions, the discussions that take place in the FRAP annual wellbeing session will remain confidential.

Approval & Update History:
September 9, 2019
September 16, 2024

Section 207.06 – Retirement Benefits

Objective

To provide guidance to eligible employees regarding retirement benefits.

South Carolina Retirement (SCRS) & Police Officers Retirement Systems (PORS)

The District participates in the South Carolina Retirement System (SCRS) and the Police Officers Retirement System (PORS). Participation in one of these plans is mandatory for full-time personnel and part-time personnel, excluding non-qualified temporary employees.

The cost of these programs is paid by the Employee and the District. Contributions begin on the hire date. The Employee is required to contribute the percentage of their gross income mandated by the SCRS and/or PORS programs and the District also pays a percentage match as required by SCRS and/or PORS.

Please refer to the SCRS and/or PORS Member Handbooks for a complete description of these programs.

Retiree Return to Work Guidelines

A retiree's eligibility to return to work is determined by the District. Retirees must submit an "Intent to Retire Notification" to Human Resources no less than sixty (60) days prior to retirement if they wish to be considered for part-time employment after retirement.

Approval for the return to full or part-time employment is at the discretion of the Executive Team and based on business need. Employees that retire are not automatically guaranteed reemployment with the District.

Retirees working part-time will be reviewed every six (6) months to ensure the part-time status continues to support business need. If upon review, it is determined that such part-time status is no longer appropriate for the department, the retiree will be provided with a minimum of a two-week notification that employment will be ending.

Approval & Update History:
September 9, 2019
November 14, 2022
September 16, 2024
September 21, 2026

Section 207.07 – Service Awards

Objective

To provide recognition for employee service through an awards program administered by Human Resources.

Method of Operations

Service awards are granted to full-time employees based upon the following schedule of continuous service.

Tenure	Amount
1 Year	$50
5 Years	$75
10 Years	$100
15 Years	$150
20 Years	$200
25 Years	$250
30 Years	$325
Over 30 Years	$400

Awards are includable in an employee's gross income and are distributed via direct deposit. Non-qualified employees are not eligible for Service Awards.

If a part-time employee transfers to full-time status, their part time service will be credited at one-half the full-time rate for determination of total cumulative service.

In the event there is a separation of service, the employee upon reinstatement or re-employment will begin earning benefits as a new employee.

Approval & Update History:
September 9, 2019
September 16, 2024
September 21, 2026

MEMORANDUM

TO: Members of the Airport Commission

FROM: Cody Bauman, VP/Chief Operating Officer

DATE: September 21, 2026

ITEM DESCRIPTION - New Business Item f

Approval of Revisions to and Readoption of the Greenville-Spartanburg Airport District Rules and Regulations

BACKGROUND

South Carolina Code of Laws, Title 55 – Aeronautics, Chapter 11, Article 3 created the Greenville-Spartanburg Airport District (District) and empowers the District to create and enforce certain rules and regulations. The purpose of the Greenville-Spartanburg International Airport (GSP) Rules and Regulations document (Rules and Regs) is to establish guidelines for the safe and efficient operation of the Airport and associated property owned by the District.

ISSUES

From time to time, Staff reviews and recommends changes to the Rules and Regs to address new issues, update facility changes, maintain compliance with applicable laws and regulations, and to clarify policy.

The current Rules and Regs have been reviewed by District Executives and appropriate Directors/Managers to secure input for the proposed revisions.

Attached are the following documents:

- A summary matrix of the proposed substantive changes by Section #.
- A redlined copy of each Section with substantive changes.
- A clean copy of each Section with substantive changes.

In addition, minor grammatical revisions have been made to various Sections, which are not included, as they do not represent a substantive change in the intent of the Rules

and Regulations.

ALTERNATIVES

No alternatives are recommended at this time.

FISCAL IMPACT

There is no direct financial impact from the recommended changes.

RECOMMENDED ACTION

It is respectfully requested that the Airport Commission resolve to readopt the Greenville-Spartanburg Airport District Rules and Regulations with the proposed substantive revisions as outlined in the attached documents.

Attachments

Greenville-Spartanburg Airport District

Rules and Regulations
Change Summary Matrix

September 21, 2026

Section	Subject	Comments
Entire Document	All	• Updates President/CEO approval to include "or designee" • Scrivener Changes as needed throughout. • Additional clarification as needed throughout.
1.1	Definitions	• Clarifies the definition of the Greenville-Spartanburg Airport District.
3.3	Advertisements	• Expands materials requiring Airport permission to include decorations and promotional materials.
3.4	Commercial Photography	• Clarifies what constitutes commercial photography and confirms that non-disruptive personal photography is excluded.
3.7	Abandoned and Derelict Aircraft	• Adds standards for identifying abandoned and derelict aircraft, including maintenance/restoration exceptions. • Establishes District authority for notice, removal, impoundment, or disposal at the owner/operator's expense.
3.13	Use of Airport as Base	• Requires the written agreement for basing and operating company-owned aircraft to be with the District rather than an FBO.
3.14	Certificated Part 121 Air Carrier	• Moves Part 121 carrier notification responsibility to Airport Operations and removes the 24-hour advance-notice requirement.
3.19	Stormwater and Oil Pollution Prevention	• Broadens stormwater and oil-pollution prevention requirements from FBOs to Airport tenants engaged in applicable activities.
4.1-4.9	Designated & Restricted Areas	• Deletes the former Itinerant Ramp section and renumbers the remaining designated/restricted-area provisions. • Updates pavement/load information and strengthens employee parking restrictions for oversize vehicles and trailers.
5.1	Closing the Airport	• Assigns Airport Operations responsibility for issuing and cancelling Airport closure NOTAMs.
5.5	Motorless, Ultra-Light & Unmanned Aircraft Systems	• Updates UAS requirements to require FAA approval in coordination with Airport Operations.
5.9, 5.12 & 5.13	Aircraft Operational Approvals	• Consolidates aircraft operational approvals under Airport Operations, including engine run-ups, turf taxiing, and parking outside assigned gates/areas.

Section	Subject	Comments
6.1	Smoking and Open Flames	• Removes the annual grill inspection requirement and allows Airport Fire Department-approved exceptions to the 50-foot separation requirement.
6.4	Authorized Vehicles - Movement Area	• Updates the list of vehicles authorized to operate in the movement area.
6.11	Ground Equipment	• Adds airline gate-area housekeeping and equipment-storage requirements to support safe, clean turnover between users.
6.15	Common Use Gate Management	• Adds common-use gate management requirements governing gate scheduling, Gate Management System use, staffing, and unauthorized materials. • Authorizes fines for failure to timely vacate gates/resources as directed.
7.2	Compliance with Lawful Orders, Signals or Directions	• Adds terminal curb loading/unloading zones to areas subject to lawful traffic orders and Airport directions.
7.4	Parking	• Clarifies that terminal curb areas are for active passenger loading/unloading and permits ticketing/towing for inactive vehicles. • Removes the 30-minute cell phone lot limit while retaining attendance and enforcement requirements.
8.3	Security Identification Display Area	• Adds screening/search authority for persons and effects entering secure Airport areas consistent with TSA requirements or heightened security conditions.
9.9	Lost and Found	• Moves Lost & Found custody to the Airport Information Center and aligns retention/disposal with District Executive Directive #4.
9.11	Baggage Carts	• Removes the pneumatic-wheel requirement for baggage carts.
9.19	Disruption in Airport Operations	• Adds a prohibition against knowingly making false statements, reports, or threats intended to disrupt Airport operations.
9.20	Disorderly Conduct/Breach of Peace	• Adds a prohibition against disorderly conduct or conduct that incites a breach of peace.
10.2	Designated Locations	• Removes the Exhibit A reference for designated picketing/leaflet areas while retaining Airport Operations' responsibility to provide designated-zone information.

GREENVILLE-SPARTANBURG

AIRPORT DISTRICT



RULES AND REGULATIONS

Adopted June 24, 2019

Updated July ~~November~~ 13~~18~~, 2026~~4~~

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Section 1 – Definitions

1.1 Definitions

Airline – A passenger or cargo airline authorized to provide commercial flights by the Federal Aviation Administration.

Airport – The Greenville-Spartanburg International Airport.

Airport Operations Area (AOA) – The portion of the Airport, specified in the Airport Security Program, in which security measures specified in Title 49 of the Code of Federal Regulation are carried out. This area includes aircraft movement areas, aircraft parking areas, loading ramps and safety areas for use by aircraft regulated by 49 CFR parts 1542, 1544, and 1546 and any adjacent areas (such as general aviation areas) that are not separated by adequate security systems, measures or procedures. This does not include the secured area.

Apron (Ramp) – A defined area on the Airport intended to accommodate aircraft for purposes of loading or unloading passengers or cargo, refueling, parking or maintenance.

Authorized Emergency Vehicle – Any vehicle that is designated and authorized to respond to an emergency to include vehicles of the Fire Department, Police Department, State, County, Municipal, or other government agencies, public service corporations, private ambulances and such other vehicles officially designated as such for use upon the Greenville-Spartanburg International Airport.

Bus – Any motorized vehicle with a seating capacity of 16 or more passengers.

Business or Concession – A retailer, offering to sell or furnish any commodity, article, facility or service.

Commercial Vehicle - Any vehicle, other than private vehicles that transports passengers, goods or services for a commercial entity to or from the Airport, regardless of whether the charge of such service paid for directly, indirectly, or at all by the passengers being transported, excluding those operated by governmental entity, including but not limited to Courtesy Vehicles, limousines, taxicabs, Buses, luggage transport vehicles, catering vehicles, fueling vehicles and freight delivery vehicles.

Commission – The governing body of the Greenville-Spartanburg Airport District.

Concessionaire – A person, firm or corporation holding a Lease or Concession Agreement to which the Concessionaire is a party.

Courtesy Vehicle – A Commercial Vehicle of any size, with or without a meter, which is engaged in transporting passengers between the Airport and any facility operated by, for, or for the benefit of, on behalf of, or pursuant to any contractual arrangement with a facility to include but not limited to hotel, motel, off-Airport rent-a-car business, camp, business or off-Airport Parking lot or facility.

Electronic Cigarette – A device containing a nicotine-based or other liquid that is vaporized and inhaled, simulating the experience of smoking tobacco.

Emotional Support Animal – Animals that provide comfort or emotional support but are not trained to work or perform tasks.

Employee Parking Lot – The designated area where employees of the District; tenants; the Federal Aviation Administration; and all those permitted by the ~~President/CEO, or his designee~~ District, may leave their vehicles while at the Airport for the purposes of employment on the Airport.

Federal Aviation Regulations (FAR's) – Rules prescribed by the Federal Aviation Administration (FAA) governing all aviation activities in the United States.

Foreign Object Debris (FOD) – Any object, live or not, located in an inappropriate location in the airport environment that has the capacity to injure airport or airline personnel and damage aircraft.

Fuel Storage Area – Any area designated by the District, where aviation fuel, automobile fuel, jet fuel, or any other type of fuel may be stored.

Greenville-Spartanburg Airport District (District) – The territory embraced by the ~~Areas within the~~ counties of Greenville and Spartanburg constituted as an airport district and political subdivision of the State of South Carolina.

Greenville-Spartanburg International Airport (GSP) - Areas of land or water that are used or intended to be used for the landing and takeoff of aircraft, and includes its buildings, facilities, and land holdings.

Loading Zone – Any area reserved for the exclusive use of vehicles while actually engaged in loading or unloading freight, mail, baggage and supplies.

Movement Area – The runways, taxiways and other areas of the Airport that are used for taxiing, takeoff and landing of aircraft, exclusive of loading ramps and aircraft parking areas controlled by the ATCT.

Non-Movement Area – Taxiways and apron (ramp) areas not under control of the Air Traffic Control Tower.

Non-Tenant Business – A business granted permission via a Non-Tenant Agreement to operate at the Airport but does not have a concession contract or lease granting the privilege of having offices or other facilities at the Airport from which to conduct business, unless specified in the individual non-tenant agreement.

Passenger Loading Zone – Areas reserved for the exclusive use of vehicles while actually engaged in loading or unloading passengers and baggage.

Peer-to-Peer Vehicle Sharing Operator – A person, corporation, partnership, sole proprietorship, or other entity operating in South Carolina whose business, in whole or in part, advertises, makes reservations, contracts with individuals seeking to rent vehicles with individuals making vehicles available for rent such vehicle owners or lessees, collects revenues or provides ancillary services normally provided by rental vehicle companies, through a digital network, platform, or Internet-enabled application, to connect a passengers or other individuals seeking to rent and receive delivery of vehicles on Airport property, with individuals that have vehicles available for delivery and drop-off on Airport property, in exchange for compensation to use such vehicle.

Permission – The right or ability granted by the President/CEO, or their designee. Permission, whenever required by these rules and regulations, shall always mean written permission, unless the obtaining of written permission would not be practical.

Person – Any individual, firm, partnership, co-partnership, corporation, trust, association or company (including any assignee, receiver, trustee, or similar representatives thereof) or the United States of America, any State or political subdivision thereof, any foreign government, or the United Nations.

Public Vehicular Parking Area – Any portion of the Airport designated and made available, temporarily or permanently, by the District for the public parking of vehicles.

Security Identification Display Area (SIDA) – The portion of an airport, specified in the Airport Security Program, in which security measures specified in Title 49

of the Code of Federal Regulations are carried out. This area includes the secured area and may include other areas of the Airport.

Service Animal - An animal, as defined by the ADA, that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not considered service animals. The prime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship are not considered work or tasks under the ADA's definition of a service animal.

Shuttle – A motor vehicle that travels regularly between two places.

Skycap – Any person under contract with airlines serving the Airport to accept baggage curbside from departing passengers and assist those arriving, accepting gratuities for their services.

Trade-dress - The official signage identifying the Commercial Vehicle to which company and/or platform the Commercial Vehicle is operating under.

Transportation Network Company (TNC) Operator – A person, corporation, partnership, sole proprietorship, or other entity operating in South Carolina that uses a digital network, platform, or Internet-enabled application to connect a passenger to a transportation network driver for the purpose of providing transportation for compensation using a vehicle.

Vehicle – A device in which a person or property is or may be transported except devices moved by human power, used exclusively upon stationary rails or track, or aircraft.

Section 2 – General Information

2.1 Purpose

The purpose of the Greenville-Spartanburg International Airport (GSP) Rules and Regulations is to establish rules and guidelines for the safe and efficient operation of the Airport and associated property owned by the Greenville-Spartanburg Airport District (District). All persons coming upon or using any part of the property of the District shall abide by these Rules and Regulations, any other applicable rules or regulations adopted by the GSP Airport Commission and all state and federal laws.

2.2 Distribution

The Rules and Regulations are available to all District Employees, Air Carriers, Concessionaires, Contractors, Tenants, Non-Tenants and the Traveling Public.

2.3 Authority

a. SC Code of Laws 55-11-140. Powers and Duties of Commission. The Commission is hereby committed to the function of planning, establishing, developing, constructing, enlarging, improving, maintaining, equipping, operating, regulating, protecting and policing an airport and air navigation facility to serve the people of the District and the public generally. To this end, the Commission may:

   i. SC Code of Laws 55-11-140 (7). Plan, establish, develop, construct, enlarge, improve, maintain, equip, operate, regulate, protect and police its airport and air navigation facility under such reasonable rules and regulations as the Commission may from time to time promulgate.

   ii. SC Code of Laws 55-11-140 (10). Place in effect and, from time to time, revise such schedules of licenses, rates, and charges for the use of its facilities as may be necessary or desirable to the orderly operation of the airport facility of the District; provided, that all such rates and charges shall be reasonable and nondiscriminatory.

b. SC Code of Laws 55-11-210. The Commission is authorized to allow the sale of alcoholic beverages at facilities on airport property designed for the sale of food and beverage items. The hours and days of sales must be established and regulated by the Commission and may not be in conflict with state law and to adopt and promulgate rules and regulations governing the use of roads, streets, buildings, services, and parking facilities on lands of

the Greenville-Spartanburg Airport District. These rules and regulations shall not be in conflict with any state law and all state laws shall be applicable to the roads, streets and parking facilities under the control of the commission. Rules and regulations of the Commission shall become effective when filed with the Executive Secretary of the Greenville-Spartanburg Airport and in the Office of the Secretary of State in accordance with Chapter 23, Title 1.

The Commission is authorized to employ police officers commissioned by the Governor to enforce all laws and the rules and regulations authorized in this section, and these officers shall be authorized to issue summonses for violations in the manner authorized for state highway patrolmen. Violations of a law, a rule, or regulation of the Commission within the jurisdiction of the Circuit Court of Spartanburg shall be tried in that court. Violations not within the jurisdiction of that court shall be tried by any magistrate or other court of competent jurisdiction. A person who willfully or intentionally violates the rules and regulations of the Commission is guilty of a misdemeanor, and upon conviction, must be fined not more than two hundred dollars, or as otherwise provided by law, or be imprisoned for not more than thirty days.

2.4 Liability

The District, its agents or employees assumes no responsibility or liability for loss, injury or damage to persons or property on the Airport or using Airport facilities, by reason of fire, theft, vandalism, wind, flood, earthquake or collision damage, nor does it assume any liability by reason of injury to persons or property while using the facilities of the District.

2.5 Penalties

Violations of any section or subsection contained herein may result in; punitive action by the Airport District, the issuance of a State citation, and/or physical arrest. State citations issued by Airport Police are triable in Magistrate Court.

Section 3 – Commercial Activity

3.1 Conduct of Business

a. No person or company shall carry on any commercial activity at or from the Airport without a written agreement or the written consent of the President/CEO, or their designee. This shall include:

(1) any flight on which passengers or cargo is carried for hire
(2) any distribution or provision of food and beverages, retail merchandise, and other services whether provided free or for sale to the end user.
(3) any rental car and other ground transportation services.
(4) all other revenue-producing activity.

b. An Airline may provide its passengers with on-board drinks and snacks in the terminal gate areas only during flights that are delayed more than thirty (30) minutes from their scheduled departure time. In such cases of a delayed flight, if an Airline wishes to provide drinks and snacks other than those it serves on-board the aircraft; all such drinks and snacks must be purchased by the Airline through a Concessionaire. Airlines are not permitted to provide alcoholic beverages of any kind in the terminal gate areas. Airlines are prohibited from providing such drinks and snacks in any other area of the Airport.

3.2 Airport Owned Facilities & Facilities Located on Airport Leased Land

a. No person shall alter, make additions to, erect, excavate, construct or deconstruct any building, sign or other property within the District without the written consent of the President/CEO, or their designee.

b. No person shall store any items on the exterior of any facilities or in outdoor areas of any leasehold located on property within the District, regardless if the items are a direct function of the business, without prior written consent of the President/CEO, or their designee.

3.3 Advertisements

No person shall post, distribute, or display signs, advertisements, circulars, campaign materials, decorations, promotional or other printed or written materials at the Airport without permission of the President/CEO, or their designee.

3.4 Commercial Photography

No person, except representatives of the press on duty or during official assignments, shall take still, motion, or sound pictures for commercial purposes on the Airport without permission of the President/CEO, or their designee. Commercial Purposes include any recording activity intended to generate income or to promote, advertise, sell, or otherwise monetize a product, service, brand, or organization. This includes, but is not limited to, motion pictures, television programs, documentaries, music videos, promotional or advertising content (print, broadcast, or digital), stock photography or footage, and any photography or filming using professional models, sets, or props. Commercial Purposes do not include personal, non-commercial photography by members of the public that does not disrupt Airport operations. Requests for commercial photography must be submitted using a film request form located at www.gspairport.com. Projects that are approved must abide by the policies and pricing detailed in the Commercial Film, Video and Photography Policy.

3.5 Cargo Storage

Unless otherwise provided in a lease or other agreement, no person shall use any open area of the Airport for storage of property without permission of the President/CEO, or their designee. If a person uses such area for storage without first obtaining such permission, the President/CEO, or their designee may order the property to be removed at the expense of the owner without liability for damage arising from such removal. In addition, rent shall apply for the time the property was stored at the Airport.

3.6 Parking and Storage of Aircraft

Unless otherwise provided in a lease or other agreement, no person shall use any area of the Airport (other than the public aircraft parking and storage areas) for parking and storage of aircraft without permission of the ~~President/CEO, or their designee~~District. If a person uses such area for parking or storage without first obtaining such permission, the ~~President/CEO, or their designee~~District may order the aircraft removed and stored at the expense of the owner without liability for damage arising from such removal or storage.

3.7 Abandoned and Derelict Aircraft

a. An aircraft is considered abandoned if it remains on Airport property for one hundred twenty (120) days or more in a wrecked, dismantled, or unairworthy condition with no required fees paid. An aircraft is considered derelict if it remains for one hundred eighty (180) days or more without evidence of

maintenance or oversight. Aircraft undergoing active, documented maintenance or restoration are not considered abandoned or derelict.

b. No person shall leave or store an abandoned or derelict aircraft on Airport property without written permission of the District. When such an aircraft is identified, the District will make reasonable efforts to notify the owner or operator and provide a deadline for removal.

c. If the owner or operator fails to comply, the aircraft may be removed, impounded, or disposed of at the owner's expense, without liability to the District. All towing, storage, relocation, disposal, and administrative costs are the responsibility of the owner or operator.

3.8~~7~~ Payment of Charges

All billings for use of Airport facilities or goods furnished, shall be payable upon presentation unless otherwise covered by contract or lease. This also applies to the public parking facilities on Airport property.

3.9~~8~~ Soliciting

No person shall solicit funds for any purpose on the Airport without permission of the President/CEO, or their designee.

3.10~~9~~ Use of Runway, Ramp, or Apron Areas

No person shall take off or land an aircraft from or on a public landing area, or use a public landing area, public ramp or apron area, public passenger ramp or apron area, public cargo ramp or apron area, or a public aircraft parking or storage area, except upon the payment of such fees and charges prescribed by the District, unless such person is entitled to use such area under a contract or lease.

3.11~~0~~ Use or Occupancy of Airport Operations Area (AOA)

No person shall use or occupy an Airport operations area unless the activity is in conjunction with the servicing of tenants, concessionaires, airlines, activities associated with airlines, governmental agencies, or a purpose connected with the maintenance and operation of the Airport.

3.121 ~~1~~ Authority to Deny Use

The President/CEO or their designee may deny the use of the Airport to any aircraft, pilot or personnel violating District or FAA regulations, whether the violation occurred at this Airport or another.

3.132 ~~2~~ Use of Airport as Base

The basing and operation of personnel and company owned aircraft at the Airport will be by written agreement with the District ~~or Fixed Base Operator~~. If such aircraft are used for hire or other commercial purposes all applicable permits and fees must be paid to the District.

3.143 ~~3~~ Certificated Part 121 Air Carrier

a. Any certificated part 121 air carrier wishing to enplane or deplane passengers or cargo shall ~~must~~ notify Airport Operations~~the President/CEO, or their designee no less than 24 hours prior to arrival~~. Information required includes:

(1) Company operating the flight
(2) Type and registration number of aircraft
(3) Estimated time of arrival and departure to and from GSP
(4) Destination from GSP
(5) Number of passengers and their organization
(6) Insurance certificate

Unless a contract or lease with the District is in place, the current schedule of fees shall apply.

3.154 ~~4~~ Ground Transportation – Non-Transportation Network Company (TNC)

a. No individual or entity, other than authorized concessionaires, may operate any Commercial Vehicle for the purpose of carrying passengers for hire to/from the Airport unless such operation is with the approval of the President/CEO, or their designee and under such terms and conditions as prescribed by the District.

b. All individuals, partnerships, LLC or corporations operating for hire Commercial Vehicle and Courtesy Vehicle services must have a fully executed Non-Tenant Business Permit or be under contract with the District, and shall pay applicable fees to operate at the Airport, as amended from time to time by the Airport District.

c. All for hire Commercial Vehicles must hold a Class C – Certificate of Public Conveyance and Necessity issued by the South Carolina Public Service Commission.

d. All permittees shall abide by all federal and state laws, all Airport Rules and Regulations, as well as the Airport Administrative Policies and Procedures

e. All for hire Commercial Vehicles shall maintain and display, within such vehicles at all times while upon Airport property, Trade-dress in accordance with applicable laws and as reviewed and approved by the District.

f. Vehicles will actively load/unload passengers in designated areas only.

3.165 Ground Transportation – Transportation Network Company (TNC)

a. TNC Operators must have a fully executed TNC Operating Agreement and shall pay applicable fees to operate at the Airport, as amended from time to time by the Airport District in accordance with South Carolina Code Section 58-23-1710.

b. TNC Operators shall only accept rides booked through the TNC's mobile application and shall not solicit or accept street hails.

c. TNC Operators shall not cruise Airport roadways in search of passengers.

d. TNC Operators will actively load/unload passengers in designated areas only.

e. TNC Operators shall maintain and display, within such vehicles at all times while upon Airport property, Trade-dress in accordance with applicable laws and as reviewed and approved by the District.

f. All TNC Operators shall abide by all federal and state laws as well as all Airport Rules and Regulations.

3.176 Ground Transportation – Peer-to-Peer Vehicle Sharing

a. Peer-to-Peer Vehicle Sharing Operators must have a fully executed Peer-to-Peer Vehicle Sharing Operating Agreement and shall pay applicable fees to operate at the Airport, as amended from time to time by the Airport District.

b. Vehicle owners participating in Peer-to-Peer Vehicle Sharing shall only accept customers that have booked through the Peer-to-Peer Vehicle Sharing platform and shall not solicit for customers at the Airport.

c. Vehicle owners participating in a Peer-to-Peer Vehicle Sharing shall park their vehicles in the Airport's public parking lots and shall pay the applicable parking lot fees as posted. No transaction or vehicle exchanges shall occur on the

Airport's Fixed Based Operator (FBO) or any other areas of the Airport as prescribed by the District and as amended from time to time.

d. All Peer-to-Peer Vehicle Sharing Operators shall abide by all federal and state laws as well as all Airport Rules and Regulations.

3.18~~7~~ Penalties

In addition to the penalties stated in Section 2.5 herein, violations of Section 3.14, 3.15, and 3.16 may result in a fine, suspension, or revocation, in accordance with Terms of a Non-Tenant Permit and Administrative Policies and Procedures, upon any Commercial Vehicle Operator, TNC Operator, or Peer-to-Peer Vehicle Sharing Operator. Each day of violation shall be considered a separate offense. Punishment for a violation shall not relieve the offender of liability for any delinquent, fines or fees owed provided for in this or any rule of the District. If the person violating any provision of these Sections is a business, company, or corporation, the officer, agents or employees thereof who shall violate or procure, aid or abet any violation of any of the provisions of this Section or permit the operation of any Commercial Vehicle contrary to the requirements thereof shall be subject to the same penalties as if they themselves were personally operating such Commercial Vehicle at the time such violations were committed.

3.19~~8~~ Stormwater and Oil Pollution Prevention

Any airport tenants, including air passenger or cargo companies, tenants~~Fixed Based Operators (FBOs)~~, and other parties who routinely perform industrial activities, to include servicing aircraft lavatories, on Airport property must comply with the Airport District Stormwater Pollution Prevention Plan (SWPPP).

Any user and/or operator at the airport of facilities that could possibly discharge oil in harmful quantities must comply with the Airport District Spill Prevention Control and Countermeasure Plan (SPCC). All spills must be reported to the Airport Operations Center and cleaned-up by the agency responsible for creating the spill.

3.20~~19~~ Fire Prevention and Inspection

The most recent codes adopted by the South Carolina Buildings Code Council are hereby adopted by the District for the purpose of:

a. Facilitating proper inspection activities relating to the construction and maintenance of buildings within the District and relating to public safety, health, and general welfare.

b. Regulating and governing the safeguarding of life and property from fire and explosion hazards arising from storage, handling, and use of hazardous

substances, material and devices, and from conditions hazardous to life or property.

3.21~~0~~ Centralized Receiving & Distribution Facility

All tenants within the terminal complex shall utilize the Centralized Receiving & Distribution Facility (CRDF) for all deliveries and pickups including, but not limited to, office supplies, FedEx, UPS, and other parcel services, payroll check delivery services, etc. In addition, all concessionaires shall utilize the CRDF vendor for the transport of all used cooking oil outside of any leasehold.

CRDF fees shall be calculated and assessed annually based on a proration of services to each tenant as determined by the District.

Section 4 – Designated & Restricted Areas

~~**4.1 Itinerant Ramp**~~

~~The Itinerant Ramp is for the parking and storing of aircraft; servicing aircraft with fuel, lubricants, and other supplies; and making minor or emergency repairs to aircraft. Use of the Itinerant Ramp shall be prior coordinated with Airport Operations. A ramp use fee may be charged by the District.~~

4.12 Fixed Base Operator Ramp

The FBO Ramp is for the loading and unloading of passengers, cargo, and supplies to or from aircraft; servicing aircraft with fuel, lubricants, and supplies; and for the parking of equipment actively used in connection with such operations. Use of the FBO Ramp shall be prior coordinated with the FBO.

4.23 Passenger Ramp

The Passenger Ramp is for the loading and unloading of passengers, cargo, and supplies to and from aircraft; servicing aircraft with fuel, lubricants, and supplies; and for the parking of equipment actively used in connection with such operations. The Passenger Ramp shall be prior coordinated with Airport Operations.

4.34 South Cargo Ramp (L2)

The South Cargo Ramp is for the loading and unloading of passengers when a gate is not available, the unloading of commercial international passengers into the U.S. Customs – Federal Inspection Services facility unloading and loading cargo, servicing aircraft with fuel, lubricants, and supplies, and the temporary parking of diverted aircraft. The South Cargo Ramp shall be prior coordinated with Airport Operations.

4.45 Center Cargo Ramp (L8)

The Center Cargo Ramp is for the loading and unloading of cargo, domestic and international, and occasional processing of passengers, servicing aircraft with fuel, lubricants, and supplies and the temporary parking of diverted aircraft. The Center Cargo Ramp shall be prior coordinated with Cerulean Commercial Aviation.

4.56 North Cargo Ramp (L9)

The North Cargo Ramp is for the loading and unloading of passengers and cargo, the inspection of private international aircraft and passengers entering into the

U.S. Customs – Federal Inspection Services facility, servicing aircraft with fuel, lubricants, and supplies, and the temporary parking of diverted aircraft. The North Cargo Ramp shall be prior coordinated with Airport Operations.

4.6~~7~~ Restricted Areas

a. It is unlawful for any person to enter into or access a restricted area or onto Airport property, without authorization or legal cause. If a person refuses to or fails to leave immediately upon being ordered or requested to do so by Airport District personnel, tenant, agent or representative the unauthorized person shall be considered trespassing and is subject to legal enforcement.

b. All areas of the Airport are restricted except those areas open to the public. No person shall enter or remain, in or upon, a runway, taxiway, ramp, airline office, concourse, aircraft hangar, cargo facility, Air Traffic Control Tower, an aircraft boarding door, secured, access-controlled area, or other non-public area except:

(1) Authorized, badged employees of the Airport
(2) Authorized employees of the FAA, NTSB, DHS, or applicable Airline.
(3) Passengers enplaning or deplaning an aircraft, under appropriate supervision
(4) Escorted individuals with a need to be in a restricted area
(5) Emergency personnel responding to an emergency
(6) As a means of escape during an emergency

4.7~~8~~ Airport Issued ID Media

Individuals possessing Airport issued ID media will remain in areas they are authorized as indicated by the card color issued to them. If an individual requires access to an area not allowed by their ID, they must be escorted by someone authorized to be in that area and possess an "E" on their ID. Individuals not in possession of their Airport issued ID media **CANNOT** be escorted for any reason.

4.8~~9~~ Weight Limits

The following are weight bearing capabilities at the Airport; waivers may be approved by the ~~President/CEO or their designee~~District:

Runway 04/22	Pavement Classification Number (PCN) 65 R/B/W/T Pavement Classification Rating (PCR) 1050 F/B/X/T
~~Itinerant Ramp~~	~~60,000 pounds dual wheel load~~
FBO Ramp	60,000 pounds dual wheel load
Passenger Ramp	210,000 pounds dual wheel load
South Cargo Ramp	753,000 pounds double dual tandem wheel load
Center Cargo Ramp	1,092,000 pounds double dual tandem wheel load

North Cargo Ramp 753,000 pounds double dual tandem wheel load

4.9~~10~~ Employee Parking

a. The employee parking lot is for authorized, badged employees of the District and tenants. Use by others must be approved by the President/CEO, or their designee. Transient employees are not authorized to use the employee parking lot.

b. Entrance to the employee parking lot is by use of the employee's Airport issued ID media. Entry into the employee parking lot by any other means than the designated entrance is not allowed. The Airport may charge a fee for the use of the employee parking lot.

c. Vehicles parked in the employee parking lot must display the approved parking pass issued by the District. Vehicles not displaying the proper parking pass may be ticketed and/or towed at the owner's expense.

d. Vehicles must be parked in designated parking spaces only. Vehicles may only occupy one parking space. Oversize vehicles and vehicles with trailers may not use the employee lot.

~~(1) Oversize vehicles and vehicles with trailers may use the employee lot provided there is sufficient space for other employees as determined by the District.~~

Section 5 – Aircraft Operations

5.1 Closing the Airport

If the conditions of the Airport become unsafe for landings or takeoffs, Airport Operations~~the President/CEO, or their designee~~ will issue a NOTAM indicating the Airport is closed. The closure NOTAM will be cancelled when conditions allow.

5.2 Refusal of Clearance

The President/CEO, or their designee may delay or restrict the arrival or departure of any flight or other operation at the Airport believed to be a safety or security risk. Instruction to the aircraft will be through the Air Traffic Control Tower when it is open.

5.3 Conformance with FAA Regulations

All aircraft operations conducted at the Airport will conform to the rules and regulations of the FAA.

5.4 Negligent Operation of Aircraft

No person shall operate an aircraft from or on a public landing area, public ramp or apron area, public passenger ramp or apron area, public cargo ramp or apron area, or a public aircraft parking or storage area in a careless or negligent manner. Aircraft that are constructed, equipped or loaded that endanger or are likely to endanger persons or property shall not be operated.

5.5 Motorless, Ultra-Light, & Unmanned Aircraft Systems

a. Landings and takeoffs by motorless or ultra-light aircraft must have the approval from the Air Traffic Control Tower.

b. Unmanned aircraft systems (UAS), to include model aircraft, are prohibited from operating within 5 miles of the Airport, as specified by Federal Aviation Administration Regulations, without prior approval from the FAA, in coordination with Airport Operations. ~~FAA Headquarters, the Air Traffic Control Tower or the President/CEO, or their designee.~~

5.6 Designated Unsafe Areas

Aircraft will not use any part of the Movement or Non-Movement areas deemed unsafe. These areas will be conspicuously marked, and appropriate NOTAM's will be issued.

5.7 Aircraft Demonstrations

Experimental flights or ground demonstrations will not be conducted without the written consent of the President/CEO, or their designee.

5.8 Starting Aircraft Engines

Aircraft engines will only be started when competent authority is at the controls of the aircraft. Chocks will be placed in front of the wheels before starting the engine(s) unless the aircraft has sufficient parking brakes, and they are applied. The immediate area around the aircraft will be checked by the aircraft operator for Foreign Object Debris (FOD) prior to engine start.

5.9 Aircraft Engine Run-Up

Aircraft engines may be run-up at various airport locations as approved by Airport Operations~~the President/CEO, or their designee~~. Personnel performing engine run-ups must ensure exhaust velocities are not directed in a manner that could cause personal injury or damage to equipment or facilities. Engines will not be run-up in hangars or when hangars, shops, office spaces, aircraft taxiing, taking off, or landing are in the path of the propeller or jet blast.

5.10 Taxiing and Tugging Aircraft

Aircraft will not be taxied on a movement or non-movement area unless a certified, qualified pilot or A&P mechanic authorized to operate the aircraft being taxied is at the controls. A&P mechanics must be qualified to drive at GSP or escorted by GSP Operations. Aircraft shall not taxi when the jet blast, prop-wash or rotor-wash may cause injury to persons or cause damage to property. Aircraft that cannot safely move under its own power without potentially causing injury or damage should be towed to a location where the operation of the aircraft will not cause injury or damage.

In the case of helicopters, only a certified, qualified helicopter pilot may be at the controls. Aircraft will be taxied only after ascertaining there is no danger of collision with any person or object. This shall be accomplished by a visual inspection of the area and/or the use of wing walkers.

5.11 Taxiing Speed

Aircraft taxiing will be at safe and reasonable speeds with due regard for other aircraft, persons, and property.

5.12 Taxiing on Turf Areas

Aircraft will not taxi upon the turf areas of the Airport unless authorized by the Air Traffic Control Tower or Airport Operations~~the President/CEO, or their designee~~.

5.13 Parking Aircraft

Aircraft will only be parked in designated areas. Parking or standing on a runway or taxiway is prohibited unless directed to do so by the Air Traffic Control Tower. Airline operated aircraft will not park outside of assigned~~agreed~~ gates or areas without approval from Airport Operations~~the President/CEO, or their designee~~. Aircraft will not be permanently parked or stored on the Airport unless agreed upon with the Fixed Base Operator. The FBO may charge applicable fees for the parking and storage of aircraft.

5.14 Accident Reports

The operator of any civil aircraft, or any public aircraft shall immediately, and by the most expeditious means available, notify the District of any damage caused to an aircraft while on any portion of the Airport in accordance with Section 6 of the FAA Aviation Safety Reporting Program.

5.15 Disposal of Damaged Aircraft

The pilot or operator is responsible for the prompt removal of damaged or disabled aircraft. In the event the pilot or operator does not comply or is unable to remove such aircraft in a timely manner, the President/CEO, or their designee may have the aircraft removed at the pilot's/operator's expense without liability for damage that resulted from the removal.

5.16 Foreign Object Debris (FOD)

Airport tenants are responsible for developing a FOD self-inspection program for non-movement areas of the AOA that are leased for their operation. Leased areas must be regularly inspected to detect and promptly remove hazards associated with FOD.

Section 6 – Movement & Non-Movement Area Operations

6.1 Smoking and Open flames

Smoking is prohibited on or near any part of the movement and non-movement areas. Open flames are prohibited on or near any movement or non-movement area and any fuel storage area unless authorized by a hot work permit. Grills ~~must be inspected by the Airport Fire Department annually and~~ must be a minimum of 50ft from any structure, unless prior approved by the Airport Fire Department~~.~~

6.2 Authorized Drivers – Movement Area

Operators of vehicles in the movement area must possess a valid U.S. Driver's License, complete and pass the non-movement area training and the movement area training prescribed by the Airport District. This includes aircraft not intended for flight, being operated by anyone (except pilots) taxiing or towing. An "M" designator on airport issued ID media indicates the individual is authorized to operate a vehicle or aircraft not intended for flight in both the movement and non-movement areas.

6.3 Authorized Drivers - Non-Movement Area

Operators of vehicles in the non-movement area must possess a valid U.S. Driver's License and complete and pass the non-movement area training prescribed by the Airport District. This includes aircraft not intended for flight, being operated by anyone (except pilots) taxiing or towing. An "R" designator on airport issued ID media indicates the individual is authorized to operate a vehicle in the non-movement area.

6.4 Authorized Vehicles – Movement Area

Only authorized vehicles are permitted in the movement area or runway safety area. This includes: Airport Operations, ARFF, Airport Police, Airport Facilities, and FAA Technical Operations.~~Facilities and National Weather Service.~~ Drivers must have an "M" drivers permit and be in contact with and have permission from the Air Traffic Control Tower before entering the movement area or runway safety area. Vehicles entering must be in sound mechanical order, have 2 working headlights, at least one working taillight and have amber, red or blue flashing lights visible from 360 degrees. Vehicles and/or pedestrians must also be equipped with a two-way radio and be in continuous contact with the Air Traffic Control Tower when open or announcing presence on the Common Traffic Advisory Frequency (CTAF) when the Tower is closed.

6.5 Authorized Vehicles – Non-Movement Area

Only authorized vehicles and equipment are permitted in the non-movement area. Vehicles must be in sound mechanical order and have 2 working headlights and at least 1 working taillight. Vehicles leaving the non-movement area and returning must have a current AOA inspection decal affixed to the lower left corner of the windshield. Vehicles in the non-movement area must have their company logo, in a minimum of 4" lettering, affixed to both sides of the vehicle either by permanent lettering or magnetic placard. Vehicles with permanent State or Federal Government license plates are exempt from the placard rule.

6.6 Escorts – Movement Area

Vehicles and/or operators not authorized in the movement area must be escorted at all times. Those providing the escort must have an "E" on their airport issued ID media and if escorting a vehicle must have an "M" driver's permit. Permission to enter the movement area must also be granted by the Air Traffic Control Tower.

6.7 Escorts – Non-Movement Area

Vehicles and/or operators not authorized in the non-movement area must be escorted at all times. Those providing the escort must have an "E" on their airport issued ID media and if escorting a vehicle must have either an "R" or "M" driver's permit.

6.8 Speed Limit

Vehicles in the non-movement area will not be operated in excess of 30 miles per hour. Vehicles operating within 50 ft. of an aircraft will not exceed 10 miles per hour. Vehicle operators shall reduce their speed when the pavement is wet, icy or during periods of low visibility.

6.9 Right of Way

Vehicles will always give way to aircraft pushing back, preparing to taxi or taxiing. Ground vehicles must give way to emergency vehicles responding to an emergency and to fuel trucks at all times.

6.10 Emergency Vehicles

a. Operators of emergency vehicles in the non-movement area must give way to aircraft taxiing and must ensure crews pushing an aircraft see the emergency vehicle and stop before proceeding.

b. Operators of emergency vehicles entering the Movement Area must have clearance from the Air Traffic Control Tower or ensure the Movement Area is closed to aircraft before proceeding.

6.11 Ground Equipment

a. Ground vehicles may pull no more than 4 pieces of equipment. During periods of snow and/or ice vehicles may pull no more than 2 pieces of equipment.

b. Before and after each use of a gate area, airlines must:

(1) Pick-up and dispose of all Foreign Object Debris (FOD) in designated areas;
(2) Store in proper locations the 400 Hz power cable, PC air duct, and potable water hose (with cap installed);
(3) Confirm that the area is free of all spills; and
(4) Remove all ground equipment to allow the next airline to service its aircraft.

For the purposes of this section, the gate area shall be defined as a rectangular footprint encompassing the entire safety envelope markings, plus an extension of ten feet in all directions.

6.12 Operation of Vehicles and Ground Equipment

Vehicles and ground equipment shall not be operated in a movement or non-movement area in a careless or negligent manner; or while the driver is under the influence of an intoxicating liquor, any narcotic, habit-forming drug, or medication with a warning indicating the operation of machinery should not be attempted, or if such vehicle is so constructed, equipped or loaded as to endanger persons or property.

6.13 Violation Penalties – Movement Area

Violations in the movement area can range from driver re-training, fines, suspension of driver privileges to revocation of airport issued ID media depending on the severity of the violation. Severity is determined by the President/CEO or their designee. Violations within the movement area become a permanent part of an individual's airport issued ID media record.

6.14 Violation Penalties – Non-Movement Area

Violations in the non-movement area can range from driver re-training, fines, suspension of driver privileges to revocation of airport issued ID media depending on the severity of the violation. Severity is determined by the

President/CEO or their designee. Violations within the non-movement area remain on an individual's airport issued ID media record for 365 days from the incident date.

6.15 Common Use Gate Management

a. To ensure the efficient, systematic, and equitable management of common-use gates and resources, airlines are required to comply with all time--of-use limits established by Airport Operations and shall promptly vacate a gate or resource upon instruction.

b. Airlines and affiliate ground handlers shall utilize the Airport's Gate Management System for all gate requests and actions related to aircraft gate and apron operations.

c. Adequate staffing of qualified personnel must be available at all times to safely move aircraft.

d. Airlines are prohibited from placing or displaying any decorations, signs, promotional materials, or other items in gate, hold room, ticket counter, or any other public-facing areas without prior written approval from the District.

e. In addition to the penalties described in Section 2.5, an airline's failure to comply with an Airport directive to vacate a gate may result in fines charged for each quarter hour of delay (rounded up to the next quarter hour).

Section 7 – Motor Vehicle & Traffic Rules

7.1 Authorized to Operate Vehicles

Motor vehicles shall not be operated in or upon a public vehicular parking area or public airport roadway unless (1) the driver possess a valid driver's license to operate such vehicle on the highways of this State and (2) such vehicle is registered in accordance with the provisions of the laws of this State.

7.2 Compliance with Lawful Order, Signal or Direction

All traffic in or upon a public airport roadway including terminal curb loading and unloading zones~~,~~ ~~a~~ public vehicular parking areas, fuel storage areas, movement or non-movement areas of the Airport must, at all times, comply with any lawful order of law enforcement or signal or direction from any authorized representative of the District.

7.3 Operation of Motor Vehicles/ATV's

a. Vehicles shall not be operated in or upon a public airport roadway, a public vehicular parking area, fuel storage area, or movement or non-movement area of the Airport in a careless or negligent manner or at a speed or in a manner which endangers or is likely to endanger persons or property.

b. Dirt bikes and all-terrain vehicles such as three-wheelers and four-wheelers are not permitted to be used on any part of the District's property unless authorized by the President/CEO, or their designee.

7.4 Parking

a. Operators of motor vehicles shall not stop or park a vehicle:

(1) On any roadway or crosswalk causing a hindrance to the flow of traffic.
(2) Within a bus stop, safety zone or taxi/shuttle zone, unless authorized to do so.
(3) Within 15 feet of a fire hydrant.
(4) In a fire lane.
(5) In any parking lot or other designated parking area except upon payment of a parking fee or contract with the ~~Airport~~ District.
(6) In a designated handicapped parking space unless a valid handicapped placard or license plate is properly displayed.
(7) In any parking space designated reserved unless prior authorization is given.

b. Passenger pick-up and drop-off:

(1) ~~(1)~~ Passenger pick-up and drop-off areas in front of the terminal are designated exclusively for the active loading and unloading of passengers.~~for active loading and unloading of passengers only.~~ Vehicles that are not engaged in the immediate and continuous transfer of passengers or their baggage while occupying these areas may be ticketed and/or towed at the owner's expense.

(2) Vehicles left unattended in front of the terminal may be ticketed and/or towed at the owner's expense.

c. Parking lots and garages:

(1) The speed limit within any parking lot or garage is 10 M.P.H.
(2) Vehicles must be parked in designated parking spaces only.
(3) Oversize vehicles and vehicles with trailers requiring more than one space may be charged for the use of additional spaces.
(4) If a specific parking lot is full, other lots may be used at the posted rate for that particular lot (Example: If the economy lot is full, the daily parking lot may be used at the daily lot rate).

d. Cell phone parking lot:

(1) The cell phone parking lot is for individuals waiting on arriving passengers.
~~(2) Parking is limited to a maximum of 30 minutes.~~
~~(3)~~(2) Drivers must remain with their vehicles.
~~(4)~~(3) Vehicles left unattended are subject to ticketing and towing at the owner's expense.
~~(5)~~(4) Transportation network companies are prohibited from waiting for ride share requests in this area.

e. Unauthorized vehicles parked in restricted or reserved areas may be ticketed and/or towed at the owner's expense. These areas include, but are not limited to:

(1) Airport District office parking.
(2) Rental Car parking areas.
(3) Prearranged reserved public parking.
(4) Taxicab/shuttle waiting areas.
(5) Employee parking areas.
(6) Fixed Base Operator parking areas.
(7) North Cargo parking.

(8) South Cargo parking.
(9) Cell Phone lot.
(10) Access gates.

7.5 Authority to Hold Vehicles

The President/CEO, or their designee has the authority to hold vehicles parked in vehicular parking areas operated by or for the District for non-payment of parking fees.

7.6 Authority to Remove Vehicles

The President/CEO, or their designee may remove or cause to be removed any vehicle which is disabled, abandoned, parked in violation of state law, federal law, federal regulation, or which presents a hindrance to the operation of the Airport or any tenant of the Airport at the owner's expense and without liability for any damage that may result. Vehicles left unattended in a passenger loading/unloading zone will be ticketed and/or towed in accordance with federal regulations.

7.7 Abandoned & Derelict Vehicles

a. Vehicles left in any parking area or lot for more than 90 days may be considered abandoned and may be sold at public auction unless the owner notifies the District or parking authority.

b. Any vehicles considered a "Derelict Vehicle" in accordance with South Carolina Code of Laws Section 56-5-5810, shall not be located on property within the District. Any vehicle found in violation may be removed at the owner's expense including but not limited to all applicable towing and storage fees and without liability to the District.

7.8 Emergency Vehicles

Operators of emergency vehicles have the same authority and must comply with South Carolina Code of Laws Section 56-5-760.

7.9 Yielding to Emergency Vehicles

Vehicles and pedestrians must yield to emergency vehicles when displaying red and white, blue, red and blue, or amber flashing lights and giving an audible signal/siren. This applies to the public areas as well as the movement and non-movement areas.

7.10 State Law

The Laws of the State of South Carolina are applicable to vehicular and pedestrian traffic on the highways, streets, roads, crosswalks, sidewalks, parking facilities, terminal areas and all other areas of the District. All violations involving traffic and criminal statutes of the State of South Carolina are enforceable under Airport Rules and Regulations and will be enforced by Airport Police and/or other authorized District personnel. Parking violations may be enforced by the Airport Police or other personnel authorized by the President/CEO, or their designee.

7.11 Payment of Parking Fines

Parking tickets issued by the District shall be paid within 30 days of the date of issuance. Unpaid fines will double after 30 days. Payment shall be made to the Greenville-Spartanburg Airport District.

7.12 Micro-Mobility Devices

Personal electric scooters (e-scooters), electric bicycles (e-bikes), and other similar designated micro-mobility devices are prohibited from being inside any District facilities or within the Airport Operating Area (AOA). Parking personal e-mobility devices inside a building creates fire, safety, and accessibility hazards. Charging personal micro-mobility devices is prohibited on District property. E-Micro-mobility devices are not permitted inside any airport shuttle or vehicles. Any micro-mobility device found inside any District facility will be removed and impounded at the owner's expense.

Section 8 – Passenger Screening & SIDA Access

8.1 Pre-Board Passenger Areas

a. All ticketed passengers and those issued gate passes must submit to the prescribed screening process conducted by TSA before proceeding into any pre-board passenger area.

b. District employees and tenants that have submitted to a fingerprint based criminal history check and are authorized unescorted access may enter a pre-board passenger area provided the entry is in performance of their employment. Entry may be through the TSA screening checkpoint or through doors controlled by the card-access system.

8.2 Submission to Screening

All persons presenting themselves and property for inspection must abide by the regulations set forth in 49 CFR 1540.111 as well as the prohibited items list published by DHS/TSA.

8.3 Security Identification Display Area

a. Only those authorized by the Airport Security Program are allowed in any sterile, secure, AOA, or SIDA area.

(1) All persons entering any sterile, secure, AOA, or SIDA area are subject to be screened and or have their persons and effects searched in compliance with TSA regulations, or to address a specific threat or heightened/elevated security posture.

b. All personnel in a sterile, secure, AOA, or SIDA area must display their airport issued ID media on the outer most layer of clothing or be escorted by authorized individuals.

(1) Personnel not in possession of their issued SIDA ID **CANNOT** be escorted for any reason.

c. Each individual with access to any sterile, secure, AOA, or SIDA must present their airport issued ID media to the access control system regardless of the number of persons needing to enter the same area.

8.4 Challenge Procedures

a. Individuals with unescorted access to the SIDA must:

(1) Question anyone not displaying proper ID media for the area they are in, or
(2) Notify the Airport Operations Center of the individual(s) not displaying proper ID while maintaining visual observation until law enforcement support arrives.

8.5 Gate and Door Security

Individuals accessing a door, gate, or elevator leading to any sterile, secure, AOA, or SIDA area must remain with the door or gate until it is secure.

8.6 Penalties

Violations of Sections 8.3, 8.4 or 8.5 may result in sanctions up to and including revocation of their airport issued ID media and/or a criminal charge of Violation of Rules and Regulations of the Airport.

Section 9 – Conduct of the Public

9.1 Firearms

a. No person, except for sworn law enforcement, authorized armed security members of the United States Armed Forces on official duty, or operations personnel utilizing Airport District owned firearms for wildlife management shall carry a firearm within District facilities:

(1) in any building owned or operated by the District or
(2) in checked baggage or through a passenger screening checkpoint, unless:

a. the firearm is properly packaged, unloaded and declared, according to 49 CFR 1544.203, for transportation in checked baggage or
b. the individual is authorized by 49 CFR 1544.219 to carry in the aircraft cabin.

b. In addition to the penalties provided by state law, the firearm involved in the violation of this section may be confiscated. The firearm must be delivered to the Chief of Police of the District. The confiscated firearm may be used within the agency, transferred to another law enforcement agency for the lawful use of that agency, traded with a retail dealer licensed to sell firearms in this state for a firearm or any other equipment approved by the agency, or destroyed. Firearms will not be disposed of in any manner until the results of any legal proceeding in which it may be involved are final. Records must be kept of all confiscated firearms received.

9.2 Explosives and Hazardous Materials

a. It is unlawful for a person to manufacture, cause to be manufactured, or possess any object or article which is designed to cause damage by fire or any other means to person or property either by ignition, detonation, or other means. (SC Code of Laws 16-23-480).

b. Fireworks shall not be:
(1) discharged on any property owned by the District
(2) carried in any check bag or through a passenger screening checkpoint
(3) carried aboard any aircraft unless approved by the airline and the US Department of Transportation.

c. Hazardous materials:
(1) must be properly labeled and stored in areas designated for such materials

(2) may not be transported aboard an aircraft unless the provisions of Title 49 part 175 are met.

9.3 Alcoholic Beverages

a. The sale of alcoholic beverages is limited to approved tenants of the District. Approved tenants must also possess the required state licenses.

b. Alcoholic Beverages may only be sold between the hours as ascribed by the District, which may not be in conflict with SC State Law. These times will be published to all approved tenants.

c. Alcoholic Beverages purchased from a licensed vendor inside the sterile area may be conveyed throughout the sterile area.

d. All Alcoholic Beverages sold to carry out within the sterile area must be poured into a specially designed cup bearing the "2 Go" logo.

e. Passengers purchasing alcohol in the sterile area to carry out will not be permitted to exit the sterile area or board an aircraft prior to consuming or disposing of their alcoholic beverage.

9.4 Malicious Damage

No person shall destroy, deface, injure or disturb any building, equipment, sign, marker, landscape, publicly or privately owned.

9.5 Loitering

No person shall remain on any part of the Airport or in any building on the Airport property without reason to be there or remain in any area or building on Airport property after being asked to leave.

9.6 Littering

Trash, papers, cigarettes, gum, refuse or other unwanted materials will be disposed of in receptacles provided for that purpose.

9.7 Drug Paraphernalia

It shall be unlawful for a person to possess Drug Paraphernalia. Drug Paraphernalia means all equipment, products, and materials of any kind which are used, intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging,

storing, containing, concealing, injecting, ingesting, inhaling, or otherwise introducing into the human body a controlled substance. This includes, but is not limited to:

a. Kits used, intended for use, or designed for use in planting, propagating, cultivating, growing, or harvesting of any species of plant which is a controlled substance or from which a controlled substance can be derived.

b. Kits used, intended for use, or designed for use in manufacturing, compounding, converting, producing, processing, or preparing controlled substances.

c. Testing equipment used, intended for use, or designed for use in identifying or in analyzing the strength, effectiveness, or purity of controlled substances;

d. Scales and balances used, intended for use, or designed for use in weighing or measuring controlled substances.

e. Diluents and adulterants, such as quinine hydrochloride, mannitol, mannite, dextrose, and lactose, used, intended for use, or designed for use in cutting controlled substances.

f. Blenders, bowls, containers, spoons, and mixing devices used, intended for use, or designed for use in compounding-controlled substances.

g. Capsules, balloons, envelopes, and other containers used, intended for use, or designed for use in packaging small quantities of controlled substances.

h. Containers and other objects used, intended for use, or designed for use in storing or concealing controlled substances.

i. Hypodermic syringes, needles, and other objects used, intended for use, or designed for use in parenterally injecting controlled substances into the human body.

j. Objects used, intended for use, or designed for use in ingesting, inhaling, or otherwise introducing marijuana, cocaine, hashish, or hashish oil into the human body.

9.8 Smoking and Smokeless Tobacco

Smoking and the use of smokeless tobacco is allowed is designated locations only. No person shall smoke, use smokeless tobacco, or carry any lit cigars,

cigarettes, pipes, electronic cigarettes or any product that produces smoke, odors, or vapors of any type:

a. into any building or near the entrance of any building;

b. into any fuel storage area;

c. within 50 ft. of a fuel truck;

d. within the AOA; or

e. anywhere smoking is prohibited by signage.

9.9 Lost and Found

The Airport Information Center ~~Customer Service Counter~~ will serve as the official custodian for any Airport Lost & Found property. All items turned in to the Information Center ~~customer service~~ will be logged and stored in a secure location. Handling and disposal of property will be in accordance with District Executive Directive #4.

~~a. Items will be held for 14 days before being disposed of~~

~~b. Disposal of items will be in accordance with District Executive Directive # 4~~

9.10 Animals

a. Animals entering the terminal building, FBO, passenger boarding areas, cargo facilities, or the aircraft ramp must be confined to airline approved pet carriers except:

   i. animals recognized by the Americans with Disabilities Act as Service Animals;

   ii. animals being trained by certified trainers to become Service Animals;

   iii. animals used by law enforcement for the detection of contraband, explosives, or the apprehension of individuals.

   iv. animals accompanying FBO customers that come off or that are going onto general aviation aircraft.

b. Animals not recognized by the ADA but meeting the requirements under the Air Carrier Access Act to travel in the cabin of aircraft as Service Animals must remain in airline approved pet carriers or carried until boarding the aircraft or immediately after deplaning. Large animals that cannot be carried must be on a non-retractable leash and under control of the owner at all times. Owners are responsible for cleaning-up all messes created by their animal.

c. For all other property at the Airport or owned by the District that is located outside of the terminal building, FBO, passenger boarding areas, cargo facilities, or the aircraft ramp, unless categorized by the four exceptions listed above in Paragraph A, no animals are permitted to be at the Airport or located on District owned property without prior written consent of the President/CEO, or their designee.

9.11 Baggage Carts

With the exception of skycaps working for a tenant operator, baggage carts, whether rented or privately owned, are not to be used for hire. ~~All baggage carts used inside the Airport Fixed Based Operator facility or terminal building are required to have pneumatic wheels.~~

9.12 Model Aircraft

Unauthorized use or operation of model aircraft, kites, hot air balloons, parachutes, or unmanned aircraft systems (UAS) on Airport property is prohibited.

9.13 Hunting and Firearm Discharge

It shall be unlawful to hunt, fish, or discharge/fire any firearm, air rifle, slingshot, bow and arrow or other dangerous device on Airport property unless authorized by the President/CEO, or their designee.

9.14 Gambling

Gambling or the operation of gambling devices on property owned by the Airport is prohibited. Lottery pools for the purpose of playing legal lotteries are exempt from this prohibition.

9.15 Emergency Equipment

Fire alarms, hydrants, extinguishers and emergency call devices are to only be used in emergencies.

9.16 Radio Interference

Federal Government regulations 47 U.S.C. 301, 302b, and 333 as well as FCC Commission Rules 15.1c and 2.803g prohibit the use of unlicensed radio frequencies, devices which interfere with radio reception, and the use of intentional radiators and jamming devices.

9.17 Unattended Baggage

No person shall leave their suitcase, backpack, pocketbooks or other similar articles unattended within the Airport terminal building including the front curb area of the facility.

9.18 Resisting a Stop by Police; Interfering with a Law Enforcement Officer.

It is unlawful for any person to resist or interfere with any law enforcement officer by any means including, but not limited to, flight, force, or threat of force, while the officer is performing official duties. Except as provided by law, it is not a defense to prosecution under this section that the offender believed the action of the officer was unlawful or unreasonable. Any person violating the provisions of this section may result in sanctions up to and including revocation of their airport issued ID media and/or a criminal charge of Violation of Rules and Regulations of the Airport.

9.19 Disruption in Airport Operations

It is unlawful for any person to knowingly make, convey, or cause to be conveyed any false statement, report, or threat with the intent to disrupt, interfere with, or delay airport operations or any other function or activity of the District.

9.20 Disorderly Conduct/Breach of Peace.

It shall be unlawful for any person to intentionally engage in any act or conduct inciting public disorder or a breach of the peace in light of the surrounding circumstances of time, place or nearness of other persons, while grossly intoxicated or by making, uttering or directing toward another person any lewd, obscene or profane or libelous expletive or epithets or "fighting" words, likely to provoke violent reactions.

Section 10 – Picketing, Leaflet Distribution & Solicitation

10.1 Restrictions

a. No person shall enter or remain on Airport property to picket, distribute leaflets, or solicit on or from Airport property without the written approval of the President/CEO, or their designee.

b. Drive-by rallies and any form of parading or congregating with vehicles is prohibited.

c. Any and all permits issued in conjunction with picketing, leaflet distribution or solicitation activities are limited solely for the purposes set forth therein and are not transferable or assignable in whole or in part.

10.2 Designated Locations

a. Picketing or leaflet distribution activities will only be permitted in designated picketing/leaflet distribution zones located in the public areas of the Airport~~, as shown in Exhibit A~~. The Director of Airport Operations~~,~~ or ~~his~~ designee maintains and will provide each permit applicant with a diagram showing the designated picketing/leaflet distribution zones.

b. The District designated locations are subject to change to take into account changes in pedestrian or vehicle flow, construction projects, alterations to the terminal complex and their surroundings, evolving security requirements, emergency conditions, or other unforeseen circumstances which may necessitate a change.

c. Solicitation activities will only be permitted in areas designated by the President/CEO or their designee.

10.3 Reservation of Rights

The President/CEO, or their designee reserves the right to:

a. Impose such reasonable conditions as may be necessary, on the proposed activity, such as: (i) the number of persons allowed to engage in the activity; (ii) the time of the activity; (iii) the place or places the activity occurs; or (iv) the manner of such activity; to avoid injury to persons or damage to property or to assure the safe and orderly operation of the Airport facilities.

b. Immediately revoke any and all permits issued upon the occurrence of an emergency affecting the safety of persons or property when required in the

implementation of security procedures, to avoid injury to persons or damage to property, or to assure the safe and orderly operation of the Airport facilities.

10.4 Compliance with Rules, Regulations and Laws

a. Persons engaged in picketing, leaflet distribution, or solicitation shall comply with all applicable District Rules and Regulations, policies and guidelines, as well as all applicable local, state and federal laws and regulations.

b. All such activities shall be conducted in a peaceful and orderly manner, without physical harm, molestation, threat, harassment, obscenity, violence, breach of the peace, damage to property, or other unlawful conduct and without obstructing the use of the airport by others, without hindrance or interference with the proper, safe, orderly, and efficient operation of the airport and the activities conducted thereupon, and without interference with the constitutional rights of others.

c. Persons engaged in picketing, leaflet distribution, or solicitation must obey all directions of Airport Police Department officers and District personnel designated to facilitate the movement of customers and traffic in, to and from the terminals, walkways and roadways.

10.5 Prohibited Conduct

All persons on Airport property, to include those engaged in Picketing, Leaflet Distribution or Solicitation, shall not:

a. Picket, distribute leaflets, or solicit at any area except during the days, times and locations assigned by the District.

b. Identify themselves as representatives of the District.

c. Attach signs to clubs, poles or other hard objects – signs must be carried or otherwise attached to participants engaged in picketing activity.

d. Solicit contributions of money or other articles of value, for religious, charitable or any other purposes, or receive money or other articles of value, whether in the form of cash, checks, credit, or debit vouchers or any other form of negotiable instruments in any public area.

e. Conduct games of chance.

f. Sell, distribute or hand out any type of food or drink while engaged in picketing, leaflet distribution or solicitation activities.

g. Gather signatures on District property.

h. Attempt to pin, tie, or attach any symbol, insignia, article or object to the clothing, luggage, or vehicle of any person without their consent.

i. Delay or in any manner, assail, coerce, threaten, or physically disturb any member of the public, tenant of the Airport, District or any other person for any reason.

j. Wear or display informational signs inside any building or parking structure.

k. Block sidewalks, doorways, or roadways.

l. Interfere with passenger flow.

m. Obstruct or interfere with the use of escalators, stairs, corridors, halls, doorways, or elevators.

n. Destroy, injure, deface, disturb, or tamper with any building, sign, equipment, fixture, marker, or any other structure or property on the Airport.

o. Place signs, notices, advertisements or other writings, in or on any structure or building on Airport property.

p. Place tables, stands, chairs or other structures on Airport property without the authorization of the President/CEO, or their designee.

q. Use any musical instruments, noise-making devices, sound or voice amplifying apparatus, battery operated and/or electrically powered portable or stationary public address systems.

r. Use any building, facility or structure for lodging or sleeping not intended for that purpose.

s. Set or have open or contained fires anywhere on District property.

10.6 Preservation and Maintenance

a. Persons engaged in picketing, leaflet distribution or solicitation shall exercise care to maintain areas in use in a safe and clean condition.

b. Persons engaged in picketing, leaflet distribution or solicitation shall remove any and all litter caused by their activities.

c. Persons engaged in picketing, leaflet distribution or solicitation shall not discard, abandon or leave unattended on Airport premises any boxes, or other containers or literature, food or other paraphernalia, unless properly disposed of in approved trash receptacles.

10.7 Use of Public Areas

Persons engaged in picketing, leaflet distribution or solicitation may use the facilities accessible to the public such as restrooms and concessions, provided that all picketing, leaflet distribution or solicitation ceases while utilizing such facilities.

10.8 Risk

Persons engaged in picketing, leaflet distribution or solicitation on District property do so at their own risk and shall exercise reasonable diligence and precaution to avoid damage to property or injury to other persons. Picketers shall be liable for any and all damage to property caused by their picketing, leaflet distribution or solicitation activity.

10.9 Required Documents

Each person or entity engaged in picketing, leaflet distribution, or solicitation shall have a copy of any and all permits issued in their possession at all times while participating in the activity and must produce the permit to any Airport Police Officer or District employee upon request.

10.10 Permit Application

a. Any individual or authorized representative of an organization seeking to picket, distribute leaflets or solicit on District property may request an application packet from the Airport District.

b. Completed permit applications must be submitted to the District Office no later than seventy-two (72) hours before the planned event.

c. A separate application is required for each designated location requested for the picketing, leaflet distribution or solicitation activity.

10.11 Denial or Revocation of Approval

The President/CEO, or their designee may deny or revoke a permit for the following:

a. The applicant or any representative has falsified information on the application.

b. The applicant or any representative intends to use or has used the approved location to conduct a commercial enterprise at the Airport.

c. The activity impedes the operation of the Airport as an air transportation facility.

d. The activity poses a danger to the safety or security of the traveling public or Airport tenants.

e. The activity interferes with the ability of the airlines, concessionaires, tenants, and other authorized Airport users to conduct their business in an orderly manner.

f. The activity hinders pedestrian flow, creates congestion, or blocks efficient movement of persons within and around the Airport terminals and other facilities.

g. The activity interferes with the ability of others to hear announcements or see Airport signage.

h. The applicant or any representative engages in the receipt or acceptance of donations, gifts, or funds, while conducting the approved activity or distributes or attempts to distribute literature at any place other than an approved location for which the applicant was approved.

i. The content of the materials to be displayed or distributed: (1) is disruptive to air travel; (ii) instills fear in the traveling public; or (iii) is pornographic.

j. The applicant or any representative violates any provision of these Rules and Regulations or any rule, regulation, ordinance, statute of Federal or State law.

k. Any event or condition under which the conducting of the activity would create a danger to persons or property, interfere with the orderly formation and progression of waiting lines, or interferes with any of the following: pedestrian and/or vehicular travel; the issuance of tickets or boarding passes or equivalent documents for air or ground transportation; luggage or cargo movement or handling; the entry to and exit from vehicles; security procedures; government inspection procedures; cleaning; maintenance, repair or construction operations.

10.12 Review and Appeal

The denial of an application or the revocation of any permit provided for herein may be appealed to the President/CEO within thirty (30) days of denial or revocation. The President/CEO, or their~~his~~ designee shall provide for a hearing for the review of such denial within ten (10) days of receipt of the appeal. At the hearing, the appellant shall be given an opportunity to be heard, to present evidence on his/her behalf. The hearing shall be recorded. The hearing officer will issue a final administrative decision within ten (10) days of such hearing.

10.13 Violations by Participants

Violations of these rules and regulations by persons or organizations authorized to picket, distribute literature or solicit may cause the termination of the permit under which they are operating and shall be grounds for denial of any subsequent application by that person or organization for a period of one (1) year. In the event of termination, the President/CEO, or their~~his~~ designee will give written notice to the holder of the permit. Upon receipt of the notice of termination, the person whose permit was terminated may use the appeal process described in Section 10.12 above. Violators may also be subject to arrest and/or fines.

10.14 Accidents/Reporting Responsibilities

If any participant is involved in an accident or other incident in which any person is injured or property is damaged, a participant or authorized representative of the participating organization shall immediately notify the Airport Operations Center (864-848-6246).

GREENVILLE-SPARTANBURG

AIRPORT DISTRICT



RULES AND REGULATIONS

Adopted June 24, 2019

Updated September 21, 2026

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Section 1 – Definitions

1.1 Definitions

Airline – A passenger or cargo airline authorized to provide commercial flights by the Federal Aviation Administration.

Airport – The Greenville-Spartanburg International Airport.

Airport Operations Area (AOA) – The portion of the Airport, specified in the Airport Security Program, in which security measures specified in Title 49 of the Code of Federal Regulation are carried out. This area includes aircraft movement areas, aircraft parking areas, loading ramps and safety areas for use by aircraft regulated by 49 CFR parts 1542, 1544, and 1546 and any adjacent areas (such as general aviation areas) that are not separated by adequate security systems, measures or procedures. This does not include the secured area.

Apron (Ramp) – A defined area on the Airport intended to accommodate aircraft for purposes of loading or unloading passengers or cargo, refueling, parking or maintenance.

Authorized Emergency Vehicle – Any vehicle that is designated and authorized to respond to an emergency to include vehicles of the Fire Department, Police Department, State, County, Municipal, or other government agencies, public service corporations, private ambulances and such other vehicles officially designated as such for use upon the Greenville-Spartanburg International Airport.

Bus – Any motorized vehicle with a seating capacity of 16 or more passengers.

Business or Concession – A retailer, offering to sell or furnish any commodity, article, facility or service.

Commercial Vehicle - Any vehicle, other than private vehicles that transports passengers, goods or services for a commercial entity to or from the Airport, regardless of whether the charge of such service paid for directly, indirectly, or at all by the passengers being transported, excluding those operated by governmental entity, including but not limited to Courtesy Vehicles, limousines, taxicabs, Buses, luggage transport vehicles, catering vehicles, fueling vehicles and freight delivery vehicles.

Commission – The governing body of the Greenville-Spartanburg Airport District.

Concessionaire – A person, firm or corporation holding a Lease or Concession Agreement to which the Concessionaire is a party.

Courtesy Vehicle – A Commercial Vehicle of any size, with or without a meter, which is engaged in transporting passengers between the Airport and any facility operated by, for, or for the benefit of, on behalf of, or pursuant to any contractual arrangement with a facility to include but not limited to hotel, motel, off-Airport rent-a-car business, camp, business or off-Airport Parking lot or facility.

Electronic Cigarette – A device containing a nicotine-based or other liquid that is vaporized and inhaled, simulating the experience of smoking tobacco.

Emotional Support Animal – Animals that provide comfort or emotional support but are not trained to work or perform tasks.

Employee Parking Lot – The designated area where employees of the District; tenants; the Federal Aviation Administration; and all those permitted by the District, may leave their vehicles while at the Airport for the purposes of employment on the Airport.

Federal Aviation Regulations (FAR's) – Rules prescribed by the Federal Aviation Administration (FAA) governing all aviation activities in the United States.

Foreign Object Debris (FOD) – Any object, live or not, located in an inappropriate location in the airport environment that has the capacity to injure airport or airline personnel and damage aircraft.

Fuel Storage Area – Any area designated by the District, where aviation fuel, automobile fuel, jet fuel, or any other type of fuel may be stored.

Greenville-Spartanburg Airport District (District) – The territory embraced by the counties of Greenville and Spartanburg constituted as an airport district and political subdivision of the State of South Carolina.

Greenville-Spartanburg International Airport (GSP) - Areas of land or water that are used or intended to be used for the landing and takeoff of aircraft, and includes its buildings, facilities, and land holdings.

Loading Zone – Any area reserved for the exclusive use of vehicles while actually engaged in loading or unloading freight, mail, baggage and supplies.

Movement Area – The runways, taxiways and other areas of the Airport that are used for taxiing, takeoff and landing of aircraft, exclusive of loading ramps and aircraft parking areas controlled by the ATCT.

Non-Movement Area – Taxiways and apron (ramp) areas not under control of the Air Traffic Control Tower.

Non-Tenant Business – A business granted permission via a Non-Tenant Agreement to operate at the Airport but does not have a concession contract or lease granting the privilege of having offices or other facilities at the Airport from which to conduct business, unless specified in the individual non-tenant agreement.

Passenger Loading Zone – Areas reserved for the exclusive use of vehicles while actually engaged in loading or unloading passengers and baggage.

Peer-to-Peer Vehicle Sharing Operator – A person, corporation, partnership, sole proprietorship, or other entity operating in South Carolina whose business, in whole or in part, advertises, makes reservations, contracts with individuals seeking to rent vehicles with individuals making vehicles available for rent such vehicle owners or lessees, collects revenues or provides ancillary services normally provided by rental vehicle companies, through a digital network, platform, or Internet-enabled application, to connect a passengers or other individuals seeking to rent and receive delivery of vehicles on Airport property, with individuals that have vehicles available for delivery and drop-off on Airport property, in exchange for compensation to use such vehicle.

Permission – The right or ability granted by the President/CEO, or their designee. Permission, whenever required by these rules and regulations, shall always mean written permission, unless the obtaining of written permission would not be practical.

Person – Any individual, firm, partnership, co-partnership, corporation, trust, association or company (including any assignee, receiver, trustee, or similar representatives thereof) or the United States of America, any State or political subdivision thereof, any foreign government, or the United Nations.

Public Vehicular Parking Area – Any portion of the Airport designated and made available, temporarily or permanently, by the District for the public parking of vehicles.

Security Identification Display Area (SIDA) – The portion of an airport, specified in the Airport Security Program, in which security measures specified in Title 49

of the Code of Federal Regulations are carried out. This area includes the secured area and may include other areas of the Airport.

Service Animal - An animal, as defined by the ADA, that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not considered service animals. The prime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship are not considered work or tasks under the ADA's definition of a service animal.

Shuttle – A motor vehicle that travels regularly between two places.

Skycap – Any person under contract with airlines serving the Airport to accept baggage curbside from departing passengers and assist those arriving, accepting gratuities for their services.

Trade-dress - The official signage identifying the Commercial Vehicle to which company and/or platform the Commercial Vehicle is operating under.

Transportation Network Company (TNC) Operator – A person, corporation, partnership, sole proprietorship, or other entity operating in South Carolina that uses a digital network, platform, or Internet-enabled application to connect a passenger to a transportation network driver for the purpose of providing transportation for compensation using a vehicle.

Vehicle – A device in which a person or property is or may be transported except devices moved by human power, used exclusively upon stationary rails or track, or aircraft.

Section 2 – General Information

2.1 Purpose

The purpose of the Greenville-Spartanburg International Airport (GSP) Rules and Regulations is to establish rules and guidelines for the safe and efficient operation of the Airport and associated property owned by the Greenville-Spartanburg Airport District (District). All persons coming upon or using any part of the property of the District shall abide by these Rules and Regulations, any other applicable rules or regulations adopted by the GSP Airport Commission and all state and federal laws.

2.2 Distribution

The Rules and Regulations are available to all District Employees, Air Carriers, Concessionaires, Contractors, Tenants, Non-Tenants and the Traveling Public.

2.3 Authority

a. SC Code of Laws 55-11-140. Powers and Duties of Commission. The Commission is hereby committed to the function of planning, establishing, developing, constructing, enlarging, improving, maintaining, equipping, operating, regulating, protecting and policing an airport and air navigation facility to serve the people of the District and the public generally. To this end, the Commission may:

   i. SC Code of Laws 55-11-140 (7). Plan, establish, develop, construct, enlarge, improve, maintain, equip, operate, regulate, protect and police its airport and air navigation facility under such reasonable rules and regulations as the Commission may from time to time promulgate.

   ii. SC Code of Laws 55-11-140 (10). Place in effect and, from time to time, revise such schedules of licenses, rates, and charges for the use of its facilities as may be necessary or desirable to the orderly operation of the airport facility of the District; provided, that all such rates and charges shall be reasonable and nondiscriminatory.

b. SC Code of Laws 55-11-210. The Commission is authorized to allow the sale of alcoholic beverages at facilities on airport property designed for the sale of food and beverage items. The hours and days of sales must be established and regulated by the Commission and may not be in conflict with state law and to adopt and promulgate rules and regulations governing the use of roads, streets, buildings, services, and parking facilities on lands of

the Greenville-Spartanburg Airport District. These rules and regulations shall not be in conflict with any state law and all state laws shall be applicable to the roads, streets and parking facilities under the control of the commission. Rules and regulations of the Commission shall become effective when filed with the Executive Secretary of the Greenville-Spartanburg Airport and in the Office of the Secretary of State in accordance with Chapter 23, Title 1.

The Commission is authorized to employ police officers commissioned by the Governor to enforce all laws and the rules and regulations authorized in this section, and these officers shall be authorized to issue summonses for violations in the manner authorized for state highway patrolmen. Violations of a law, a rule, or regulation of the Commission within the jurisdiction of the Circuit Court of Spartanburg shall be tried in that court. Violations not within the jurisdiction of that court shall be tried by any magistrate or other court of competent jurisdiction. A person who willfully or intentionally violates the rules and regulations of the Commission is guilty of a misdemeanor, and upon conviction, must be fined not more than two hundred dollars, or as otherwise provided by law, or be imprisoned for not more than thirty days.

2.4 Liability

The District, its agents or employees assumes no responsibility or liability for loss, injury or damage to persons or property on the Airport or using Airport facilities, by reason of fire, theft, vandalism, wind, flood, earthquake or collision damage, nor does it assume any liability by reason of injury to persons or property while using the facilities of the District.

2.5 Penalties

Violations of any section or subsection contained herein may result in; punitive action by the Airport District, the issuance of a State citation, and/or physical arrest. State citations issued by Airport Police are triable in Magistrate Court.

Section 3 – Commercial Activity

3.1 Conduct of Business

a. No person or company shall carry on any commercial activity at or from the Airport without a written agreement or the written consent of the President/CEO, or their designee. This shall include:

(1) any flight on which passengers or cargo is carried for hire
(2) any distribution or provision of food and beverages, retail merchandise, and other services whether provided free or for sale to the end user.
(3) any rental car and other ground transportation services.
(4) all other revenue-producing activity.

b. An Airline may provide its passengers with on-board drinks and snacks in the terminal gate areas only during flights that are delayed more than thirty (30) minutes from their scheduled departure time. In such cases of a delayed flight, if an Airline wishes to provide drinks and snacks other than those it serves on-board the aircraft; all such drinks and snacks must be purchased by the Airline through a Concessionaire. Airlines are not permitted to provide alcoholic beverages of any kind in the terminal gate areas. Airlines are prohibited from providing such drinks and snacks in any other area of the Airport.

3.2 Airport Owned Facilities & Facilities Located on Airport Leased Land

a. No person shall alter, make additions to, erect, excavate, construct or deconstruct any building, sign or other property within the District without the written consent of the President/CEO, or their designee.

b. No person shall store any items on the exterior of any facilities or in outdoor areas of any leasehold located on property within the District, regardless if the items are a direct function of the business, without prior written consent of the President/CEO, or their designee.

3.3 Advertisements

No person shall post, distribute, or display signs, advertisements, circulars, campaign materials, decorations, promotional or other printed or written materials at the Airport without permission of the President/CEO, or their designee.

3.4 Commercial Photography

No person, except representatives of the press on duty or during official assignments, shall take still, motion, or sound pictures for commercial purposes on the Airport without permission of the President/CEO, or their designee. Commercial Purposes include any recording activity intended to generate income or to promote, advertise, sell, or otherwise monetize a product, service, brand, or organization. This includes, but is not limited to, motion pictures, television programs, documentaries, music videos, promotional or advertising content (print, broadcast, or digital), stock photography or footage, and any photography or filming using professional models, sets, or props. Commercial Purposes do not include personal, non-commercial photography by members of the public that does not disrupt Airport operations. Requests for commercial photography must be submitted using a film request form located at www.gspairport.com. Projects that are approved must abide by the policies and pricing detailed in the Commercial Film, Video and Photography Policy.

3.5 Cargo Storage

Unless otherwise provided in a lease or other agreement, no person shall use any open area of the Airport for storage of property without permission of the President/CEO, or their designee. If a person uses such area for storage without first obtaining such permission, the President/CEO, or their designee may order the property to be removed at the expense of the owner without liability for damage arising from such removal. In addition, rent shall apply for the time the property was stored at the Airport.

3.6 Parking and Storage of Aircraft

Unless otherwise provided in a lease or other agreement, no person shall use any area of the Airport (other than the public aircraft parking and storage areas) for parking and storage of aircraft without permission of the District. If a person uses such area for parking or storage without first obtaining such permission, the District may order the aircraft removed and stored at the expense of the owner without liability for damage arising from such removal or storage.

3.7 Abandoned and Derelict Aircraft

a. An aircraft is considered abandoned if it remains on Airport property for one hundred twenty (120) days or more in a wrecked, dismantled, or unairworthy condition with no required fees paid. An aircraft is considered derelict if it remains for one hundred eighty (180) days or more without evidence of maintenance or oversight. Aircraft undergoing active, documented maintenance or restoration are not considered abandoned or derelict.

b. No person shall leave or store an abandoned or derelict aircraft on Airport property without written permission of the District. When such an aircraft is identified, the District will make reasonable efforts to notify the owner or operator and provide a deadline for removal.

c. If the owner or operator fails to comply, the aircraft may be removed, impounded, or disposed of at the owner's expense, without liability to the District. All towing, storage, relocation, disposal, and administrative costs are the responsibility of the owner or operator.

3.8 Payment of Charges

All billings for use of Airport facilities or goods furnished, shall be payable upon presentation unless otherwise covered by contract or lease. This also applies to the public parking facilities on Airport property.

3.9 Soliciting

No person shall solicit funds for any purpose on the Airport without permission of the President/CEO, or their designee.

3.10 Use of Runway, Ramp, or Apron Areas

No person shall take off or land an aircraft from or on a public landing area, or use a public landing area, public ramp or apron area, public passenger ramp or apron area, public cargo ramp or apron area, or a public aircraft parking or storage area, except upon the payment of such fees and charges prescribed by the District, unless such person is entitled to use such area under a contract or lease.

3.11 Use or Occupancy of Airport Operations Area (AOA)

No person shall use or occupy an Airport operations area unless the activity is in conjunction with the servicing of tenants, concessionaires, airlines, activities associated with airlines, governmental agencies, or a purpose connected with the maintenance and operation of the Airport.

3.12 Authority to Deny Use

The President/CEO or their designee may deny the use of the Airport to any aircraft, pilot or personnel violating District or FAA regulations, whether the violation occurred at this Airport or another.

3.13 Use of Airport as Base

The basing and operation of personnel and company owned aircraft at the Airport will be by written agreement with the District . If such aircraft are used for hire or other commercial purposes all applicable permits and fees must be paid to the District.

3.14 Certificated Part 121 Air Carrier

a. Any certificated part 121 air carrier wishing to enplane or deplane passengers or cargo shall notify Airport Operations . Information required includes:

(1) Company operating the flight
(2) Type and registration number of aircraft
(3) Estimated time of arrival and departure to and from GSP
(4) Destination from GSP
(5) Number of passengers and their organization
(6) Insurance certificate

Unless a contract or lease with the District is in place, the current schedule of fees shall apply.

3.15 Ground Transportation – Non-Transportation Network Company (TNC)

a. No individual or entity, other than authorized concessionaires, may operate any Commercial Vehicle for the purpose of carrying passengers for hire to/from the Airport unless such operation is with the approval of the President/CEO, or their designee and under such terms and conditions as prescribed by the District.

b. All individuals, partnerships, LLC or corporations operating for hire Commercial Vehicle and Courtesy Vehicle services must have a fully executed Non-Tenant Business Permit or be under contract with the District, and shall pay applicable fees to operate at the Airport, as amended from time to time by the Airport District.

c. All for hire Commercial Vehicles must hold a Class C – Certificate of Public Conveyance and Necessity issued by the South Carolina Public Service Commission.

d. All permittees shall abide by all federal and state laws, all Airport Rules and Regulations, as well as the Airport Administrative Policies and Procedures

e. All for hire Commercial Vehicles shall maintain and display, within such vehicles at all times while upon Airport property, Trade-dress in accordance with applicable laws and as reviewed and approved by the District.

f. Vehicles will actively load/unload passengers in designated areas only.

3.16 Ground Transportation – Transportation Network Company (TNC)

a. TNC Operators must have a fully executed TNC Operating Agreement and shall pay applicable fees to operate at the Airport, as amended from time to time by the Airport District in accordance with South Carolina Code Section 58-23-1710.

b. TNC Operators shall only accept rides booked through the TNC's mobile application and shall not solicit or accept street hails.

c. TNC Operators shall not cruise Airport roadways in search of passengers.

d. TNC Operators will actively load/unload passengers in designated areas only.

e. TNC Operators shall maintain and display, within such vehicles at all times while upon Airport property, Trade-dress in accordance with applicable laws and as reviewed and approved by the District.

f. All TNC Operators shall abide by all federal and state laws as well as all Airport Rules and Regulations.

3.17 Ground Transportation – Peer-to-Peer Vehicle Sharing

a. Peer-to-Peer Vehicle Sharing Operators must have a fully executed Peer-to-Peer Vehicle Sharing Operating Agreement and shall pay applicable fees to operate at the Airport, as amended from time to time by the Airport District.

b. Vehicle owners participating in Peer-to-Peer Vehicle Sharing shall only accept customers that have booked through the Peer-to-Peer Vehicle Sharing platform and shall not solicit for customers at the Airport.

c. Vehicle owners participating in a Peer-to-Peer Vehicle Sharing shall park their vehicles in the Airport's public parking lots and shall pay the applicable parking lot fees as posted. No transaction or vehicle exchanges shall occur on the Airport's Fixed Based Operator (FBO) or any other areas of the Airport as prescribed by the District and as amended from time to time.

d. All Peer-to-Peer Vehicle Sharing Operators shall abide by all federal and state laws as well as all Airport Rules and Regulations.

3.18 Penalties

In addition to the penalties stated in Section 2.5 herein, violations of Section 3.14, 3.15, and 3.16 may result in a fine, suspension, or revocation, in accordance with Terms of a Non-Tenant Permit and Administrative Policies and Procedures, upon any Commercial Vehicle Operator, TNC Operator, or Peer-to-Peer Vehicle Sharing Operator. Each day of violation shall be considered a separate offense. Punishment for a violation shall not relieve the offender of liability for any delinquent, fines or fees owed provided for in this or any rule of the District. If the person violating any provision of these Sections is a business, company, or corporation, the officer, agents or employees thereof who shall violate or procure, aid or abet any violation of any of the provisions of this Section or permit the operation of any Commercial Vehicle contrary to the requirements thereof shall be subject to the same penalties as if they themselves were personally operating such Commercial Vehicle at the time such violations were committed.

3.19 Stormwater and Oil Pollution Prevention

Any airport tenants, including air passenger or cargo companies, tenants, and other parties who routinely perform industrial activities, to include servicing aircraft lavatories, on Airport property must comply with the Airport District Stormwater Pollution Prevention Plan (SWPPP).

Any user and/or operator at the airport of facilities that could possibly discharge oil in harmful quantities must comply with the Airport District Spill Prevention Control and Countermeasure Plan (SPCC). All spills must be reported to the Airport Operations Center and cleaned-up by the agency responsible for creating the spill.

3.20 Fire Prevention and Inspection

The most recent codes adopted by the South Carolina Buildings Code Council are hereby adopted by the District for the purpose of:

a. Facilitating proper inspection activities relating to the construction and maintenance of buildings within the District and relating to public safety, health, and general welfare.

b. Regulating and governing the safeguarding of life and property from fire and explosion hazards arising from storage, handling, and use of hazardous substances, material and devices, and from conditions hazardous to life or property.

3.21 Centralized Receiving & Distribution Facility

All tenants within the terminal complex shall utilize the Centralized Receiving & Distribution Facility (CRDF) for all deliveries and pickups including, but not limited to, office supplies, FedEx, UPS, and other parcel services, payroll check delivery services, etc. In addition, all concessionaires shall utilize the CRDF vendor for the transport of all used cooking oil outside of any leasehold.

CRDF fees shall be calculated and assessed annually based on a proration of services to each tenant as determined by the District.

Section 4 – Designated & Restricted Areas

4.1 Fixed Base Operator Ramp

The FBO Ramp is for the loading and unloading of passengers, cargo, and supplies to or from aircraft; servicing aircraft with fuel, lubricants, and supplies; and for the parking of equipment actively used in connection with such operations. Use of the FBO Ramp shall be prior coordinated with the FBO.

4.2 Passenger Ramp

The Passenger Ramp is for the loading and unloading of passengers, cargo, and supplies to and from aircraft; servicing aircraft with fuel, lubricants, and supplies; and for the parking of equipment actively used in connection with such operations. The Passenger Ramp shall be prior coordinated with Airport Operations.

4.3 South Cargo Ramp (L2)

The South Cargo Ramp is for the loading and unloading of passengers when a gate is not available, the unloading of commercial international passengers into the U.S. Customs – Federal Inspection Services facility unloading and loading cargo, servicing aircraft with fuel, lubricants, and supplies, and the temporary parking of diverted aircraft. The South Cargo Ramp shall be prior coordinated with Airport Operations.

4.4 Center Cargo Ramp (L8)

The Center Cargo Ramp is for the loading and unloading of cargo, domestic and international, and occasional processing of passengers, servicing aircraft with fuel, lubricants, and supplies and the temporary parking of diverted aircraft. The Center Cargo Ramp shall be prior coordinated with Cerulean Commercial Aviation.

4.5 North Cargo Ramp (L9)

The North Cargo Ramp is for the loading and unloading of passengers and cargo, the inspection of private international aircraft and passengers entering into the U.S. Customs – Federal Inspection Services facility, servicing aircraft with fuel, lubricants, and supplies, and the temporary parking of diverted aircraft. The North Cargo Ramp shall be prior coordinated with Airport Operations.

4.6 Restricted Areas

a. It is unlawful for any person to enter into or access a restricted area or onto Airport property, without authorization or legal cause. If a person refuses to or fails to leave immediately upon being ordered or requested to do so by Airport District personnel, tenant, agent or representative the unauthorized person shall be considered trespassing and is subject to legal enforcement.

b. All areas of the Airport are restricted except those areas open to the public. No person shall enter or remain, in or upon, a runway, taxiway, ramp, airline office, concourse, aircraft hangar, cargo facility, Air Traffic Control Tower, an aircraft boarding door, secured, access-controlled area, or other non-public area except:

(1) Authorized, badged employees of the Airport
(2) Authorized employees of the FAA, NTSB, DHS, or applicable Airline.
(3) Passengers enplaning or deplaning an aircraft, under appropriate supervision
(4) Escorted individuals with a need to be in a restricted area
(5) Emergency personnel responding to an emergency
(6) As a means of escape during an emergency

4.7 Airport Issued ID Media

Individuals possessing Airport issued ID media will remain in areas they are authorized as indicated by the card color issued to them. If an individual requires access to an area not allowed by their ID, they must be escorted by someone authorized to be in that area and possess an "E" on their ID. Individuals not in possession of their Airport issued ID media **CANNOT** be escorted for any reason.

4.8 Weight Limits

The following are weight bearing capabilities at the Airport; waivers may be approved by the District:

Runway 04/22	Pavement Classification Number (PCN) 65 R/B/W/T Pavement Classification Rating (PCR) 1050 F/B/X/T
FBO Ramp	60,000 pounds dual wheel load
Passenger Ramp	210,000 pounds dual wheel load
South Cargo Ramp	753,000 pounds double dual tandem wheel load
Center Cargo Ramp	1,092,000 pounds double dual tandem wheel load
North Cargo Ramp	753,000 pounds double dual tandem wheel load

4.9 Employee Parking

a. The employee parking lot is for authorized, badged employees of the District and tenants. Use by others must be approved by the President/CEO, or their designee. Transient employees are not authorized to use the employee parking lot.

b. Entrance to the employee parking lot is by use of the employee's Airport issued ID media. Entry into the employee parking lot by any other means than the designated entrance is not allowed. The Airport may charge a fee for the use of the employee parking lot.

c. Vehicles parked in the employee parking lot must display the approved parking pass issued by the District. Vehicles not displaying the proper parking pass may be ticketed and/or towed at the owner's expense.

d. Vehicles must be parked in designated parking spaces only. Vehicles may only occupy one parking space. Oversize vehicles and vehicles with trailers may not use the employee lot.

Section 5 – Aircraft Operations

5.1 Closing the Airport

If the conditions of the Airport become unsafe for landings or takeoffs, Airport Operations will issue a NOTAM indicating the Airport is closed. The closure NOTAM will be cancelled when conditions allow.

5.2 Refusal of Clearance

The President/CEO, or their designee may delay or restrict the arrival or departure of any flight or other operation at the Airport believed to be a safety or security risk. Instruction to the aircraft will be through the Air Traffic Control Tower when it is open.

5.3 Conformance with FAA Regulations

All aircraft operations conducted at the Airport will conform to the rules and regulations of the FAA.

5.4 Negligent Operation of Aircraft

No person shall operate an aircraft from or on a public landing area, public ramp or apron area, public passenger ramp or apron area, public cargo ramp or apron area, or a public aircraft parking or storage area in a careless or negligent manner. Aircraft that are constructed, equipped or loaded that endanger or are likely to endanger persons or property shall not be operated.

5.5 Motorless, Ultra-Light, & Unmanned Aircraft Systems

a. Landings and takeoffs by motorless or ultra-light aircraft must have the approval from the Air Traffic Control Tower.

b. Unmanned aircraft systems (UAS), to include model aircraft, are prohibited from operating within 5 miles of the Airport, as specified by Federal Aviation Administration Regulations, without prior approval from the FAA, in coordination with Airport Operations.

5.6 Designated Unsafe Areas

Aircraft will not use any part of the Movement or Non-Movement areas deemed unsafe. These areas will be conspicuously marked, and appropriate NOTAM's will be issued.

5.7 Aircraft Demonstrations

Experimental flights or ground demonstrations will not be conducted without the written consent of the President/CEO, or their designee.

5.8 Starting Aircraft Engines

Aircraft engines will only be started when competent authority is at the controls of the aircraft. Chocks will be placed in front of the wheels before starting the engine(s) unless the aircraft has sufficient parking brakes, and they are applied. The immediate area around the aircraft will be checked by the aircraft operator for Foreign Object Debris (FOD) prior to engine start.

5.9 Aircraft Engine Run-Up

Aircraft engines may be run-up at various airport locations as approved by Airport Operations . Personnel performing engine run-ups must ensure exhaust velocities are not directed in a manner that could cause personal injury or damage to equipment or facilities. Engines will not be run-up in hangars or when hangars, shops, office spaces, aircraft taxiing, taking off, or landing are in the path of the propeller or jet blast.

5.10 Taxiing and Tugging Aircraft

Aircraft will not be taxied on a movement or non-movement area unless a certified, qualified pilot or A&P mechanic authorized to operate the aircraft being taxied is at the controls. A&P mechanics must be qualified to drive at GSP or escorted by GSP Operations. Aircraft shall not taxi when the jet blast, prop-wash or rotor-wash may cause injury to persons or cause damage to property. Aircraft that cannot safely move under its own power without potentially causing injury or damage should be towed to a location where the operation of the aircraft will not cause injury or damage.

In the case of helicopters, only a certified, qualified helicopter pilot may be at the controls. Aircraft will be taxied only after ascertaining there is no danger of collision with any person or object. This shall be accomplished by a visual inspection of the area and/or the use of wing walkers.

5.11 Taxiing Speed

Aircraft taxiing will be at safe and reasonable speeds with due regard for other aircraft, persons, and property.

5.12 Taxiing on Turf Areas

Aircraft will not taxi upon the turf areas of the Airport unless authorized by the Air Traffic Control Tower or Airport Operations.

5.13 Parking Aircraft

Aircraft will only be parked in designated areas. Parking or standing on a runway or taxiway is prohibited unless directed to do so by the Air Traffic Control Tower. Airline operated aircraft will not park outside of assigned gates or areas without approval from Airport Operations . Aircraft will not be permanently parked or stored on the Airport unless agreed upon with the Fixed Base Operator. The FBO may charge applicable fees for the parking and storage of aircraft.

5.14 Accident Reports

The operator of any civil aircraft, or any public aircraft shall immediately, and by the most expeditious means available, notify the District of any damage caused to an aircraft while on any portion of the Airport in accordance with Section 6 of the FAA Aviation Safety Reporting Program.

5.15 Disposal of Damaged Aircraft

The pilot or operator is responsible for the prompt removal of damaged or disabled aircraft. In the event the pilot or operator does not comply or is unable to remove such aircraft in a timely manner, the President/CEO, or their designee may have the aircraft removed at the pilot's/operator's expense without liability for damage that resulted from the removal.

5.16 Foreign Object Debris (FOD)

Airport tenants are responsible for developing a FOD self-inspection program for non-movement areas of the AOA that are leased for their operation. Leased areas must be regularly inspected to detect and promptly remove hazards associated with FOD.

Section 6 – Movement & Non-Movement Area Operations

6.1 Smoking and Open flames

Smoking is prohibited on or near any part of the movement and non-movement areas. Open flames are prohibited on or near any movement or non-movement area and any fuel storage area unless authorized by a hot work permit. Grills must be a minimum of 50ft from any structure, unless prior approved by the Airport Fire Department

6.2 Authorized Drivers – Movement Area

Operators of vehicles in the movement area must possess a valid U.S. Driver's License, complete and pass the non-movement area training and the movement area training prescribed by the Airport District. This includes aircraft not intended for flight, being operated by anyone (except pilots) taxiing or towing. An "M" designator on airport issued ID media indicates the individual is authorized to operate a vehicle or aircraft not intended for flight in both the movement and non-movement areas.

6.3 Authorized Drivers - Non-Movement Area

Operators of vehicles in the non-movement area must possess a valid U.S. Driver's License and complete and pass the non-movement area training prescribed by the Airport District. This includes aircraft not intended for flight, being operated by anyone (except pilots) taxiing or towing. An "R" designator on airport issued ID media indicates the individual is authorized to operate a vehicle in the non-movement area.

6.4 Authorized Vehicles – Movement Area

Only authorized vehicles are permitted in the movement area or runway safety area. This includes: Airport Operations, ARFF, Airport Police, Airport Facilities, and FAA Technical Operations. Drivers must have an "M" drivers permit and be in contact with and have permission from the Air Traffic Control Tower before entering the movement area or runway safety area. Vehicles entering must be in sound mechanical order, have 2 working headlights, at least one working taillight and have amber, red or blue flashing lights visible from 360 degrees. Vehicles and/or pedestrians must also be equipped with a two-way radio and be in continuous contact with the Air Traffic Control Tower when open or announcing presence on the Common Traffic Advisory Frequency (CTAF) when the Tower is closed.

6.5 Authorized Vehicles – Non-Movement Area

Only authorized vehicles and equipment are permitted in the non-movement area. Vehicles must be in sound mechanical order and have 2 working headlights and at least 1 working taillight. Vehicles leaving the non-movement area and returning must have a current AOA inspection decal affixed to the lower left corner of the windshield. Vehicles in the non-movement area must have their company logo, in a minimum of 4" lettering, affixed to both sides of the vehicle either by permanent lettering or magnetic placard. Vehicles with permanent State or Federal Government license plates are exempt from the placard rule.

6.6 Escorts – Movement Area

Vehicles and/or operators not authorized in the movement area must be escorted at all times. Those providing the escort must have an "E" on their airport issued ID media and if escorting a vehicle must have an "M" driver's permit. Permission to enter the movement area must also be granted by the Air Traffic Control Tower.

6.7 Escorts – Non-Movement Area

Vehicles and/or operators not authorized in the non-movement area must be escorted at all times. Those providing the escort must have an "E" on their airport issued ID media and if escorting a vehicle must have either an "R" or "M" driver's permit.

6.8 Speed Limit

Vehicles in the non-movement area will not be operated in excess of 30 miles per hour. Vehicles operating within 50 ft. of an aircraft will not exceed 10 miles per hour. Vehicle operators shall reduce their speed when the pavement is wet, icy or during periods of low visibility.

6.9 Right of Way

Vehicles will always give way to aircraft pushing back, preparing to taxi or taxiing. Ground vehicles must give way to emergency vehicles responding to an emergency and to fuel trucks at all times.

6.10 Emergency Vehicles

a. Operators of emergency vehicles in the non-movement area must give way to aircraft taxiing and must ensure crews pushing an aircraft see the emergency vehicle and stop before proceeding.

b. Operators of emergency vehicles entering the Movement Area must have clearance from the Air Traffic Control Tower or ensure the Movement Area is closed to aircraft before proceeding.

6.11 Ground Equipment

a. Ground vehicles may pull no more than 4 pieces of equipment. During periods of snow and/or ice vehicles may pull no more than 2 pieces of equipment.

b. Before and after each use of a gate area, airlines must:

(1) Pick-up and dispose of all Foreign Object Debris (FOD) in designated areas;
(2) Store in proper locations the 400 Hz power cable, PC air duct, and potable water hose (with cap installed);
(3) Confirm that the area is free of all spills; and
(4) Remove all ground equipment to allow the next airline to service its aircraft.

For the purposes of this section, the gate area shall be defined as a rectangular footprint encompassing the entire safety envelope markings, plus an extension of ten feet in all directions.

6.12 Operation of Vehicles and Ground Equipment

Vehicles and ground equipment shall not be operated in a movement or non-movement area in a careless or negligent manner; or while the driver is under the influence of an intoxicating liquor, any narcotic, habit-forming drug, or medication with a warning indicating the operation of machinery should not be attempted, or if such vehicle is so constructed, equipped or loaded as to endanger persons or property.

6.13 Violation Penalties – Movement Area

Violations in the movement area can range from driver re-training, fines, suspension of driver privileges to revocation of airport issued ID media depending on the severity of the violation. Severity is determined by the President/CEO or their designee. Violations within the movement area become a permanent part of an individual's airport issued ID media record.

6.14 Violation Penalties – Non-Movement Area

Violations in the non-movement area can range from driver re-training, fines, suspension of driver privileges to revocation of airport issued ID media depending on the severity of the violation. Severity is determined by the President/CEO or their designee. Violations within the non-movement area

remain on an individual's airport issued ID media record for 365 days from the incident date.

6.15 Common Use Gate Management

a. To ensure the efficient, systematic, and equitable management of common-use gates and resources, airlines are required to comply with all time-of-use limits established by Airport Operations and shall promptly vacate a gate or resource upon instruction.

b. Airlines and affiliate ground handlers shall utilize the Airport's Gate Management System for all gate requests and actions related to aircraft gate and apron operations.

c. Adequate staffing of qualified personnel must be available at all times to safely move aircraft.

d. Airlines are prohibited from placing or displaying any decorations, signs, promotional materials, or other items in gate, hold room, ticket counter, or any other public-facing areas without prior written approval from the District.

e. In addition to the penalties described in Section 2.5, an airline's failure to comply with an Airport directive to vacate a gate may result in fines charged for each quarter hour of delay (rounded up to the next quarter hour).

Section 7 – Motor Vehicle & Traffic Rules

7.1 Authorized to Operate Vehicles

Motor vehicles shall not be operated in or upon a public vehicular parking area or public airport roadway unless (1) the driver possess a valid driver's license to operate such vehicle on the highways of this State and (2) such vehicle is registered in accordance with the provisions of the laws of this State.

7.2 Compliance with Lawful Order, Signal or Direction

All traffic in or upon a public airport roadway including terminal curb loading and unloading zones public vehicular parking areas, fuel storage areas, movement or non-movement areas of the Airport must, at all times, comply with any lawful order of law enforcement or signal or direction from any authorized representative of the District.

7.3 Operation of Motor Vehicles/ATV's

a. Vehicles shall not be operated in or upon a public airport roadway, a public vehicular parking area, fuel storage area, or movement or non-movement area of the Airport in a careless or negligent manner or at a speed or in a manner which endangers or is likely to endanger persons or property.

b. Dirt bikes and all-terrain vehicles such as three-wheelers and four-wheelers are not permitted to be used on any part of the District's property unless authorized by the President/CEO, or their designee.

7.4 Parking

a. Operators of motor vehicles shall not stop or park a vehicle:

(1) On any roadway or crosswalk causing a hindrance to the flow of traffic.
(2) Within a bus stop, safety zone or taxi/shuttle zone, unless authorized to do so.
(3) Within 15 feet of a fire hydrant.
(4) In a fire lane.
(5) In any parking lot or other designated parking area except upon payment of a parking fee or contract with the District.
(6) In a designated handicapped parking space unless a valid handicapped placard or license plate is properly displayed.
(7) In any parking space designated reserved unless prior authorization is given.

b. Passenger pick-up and drop-off:

(1) Passenger pick-up and drop-off areas in front of the terminal are designated exclusively for the active loading and unloading of passengers. Vehicles that are not engaged in the immediate and continuous transfer of passengers or their baggage while occupying these areas may be ticketed and/or towed at the owner's expense.

(2) Vehicles left unattended in front of the terminal may be ticketed and/or towed at the owner's expense.

c. Parking lots and garages:

(1) The speed limit within any parking lot or garage is 10 M.P.H.
(2) Vehicles must be parked in designated parking spaces only.
(3) Oversize vehicles and vehicles with trailers requiring more than one space may be charged for the use of additional spaces.
(4) If a specific parking lot is full, other lots may be used at the posted rate for that particular lot (Example: If the economy lot is full, the daily parking lot may be used at the daily lot rate).

d. Cell phone parking lot:

(1) The cell phone parking lot is for individuals waiting on arriving passengers.
(2) Drivers must remain with their vehicles.
(3) Vehicles left unattended are subject to ticketing and towing at the owner's expense.
(4) Transportation network companies are prohibited from waiting for ride share requests in this area.

e. Unauthorized vehicles parked in restricted or reserved areas may be ticketed and/or towed at the owner's expense. These areas include, but are not limited to:

(1) Airport District office parking.
(2) Rental Car parking areas.
(3) Prearranged reserved public parking.
(4) Taxicab/shuttle waiting areas.
(5) Employee parking areas.
(6) Fixed Base Operator parking areas.
(7) North Cargo parking.
(8) South Cargo parking.
(9) Cell Phone lot.

(10) Access gates.

7.5 Authority to Hold Vehicles

The President/CEO, or their designee has the authority to hold vehicles parked in vehicular parking areas operated by or for the District for non-payment of parking fees.

7.6 Authority to Remove Vehicles

The President/CEO, or their designee may remove or cause to be removed any vehicle which is disabled, abandoned, parked in violation of state law, federal law, federal regulation, or which presents a hindrance to the operation of the Airport or any tenant of the Airport at the owner's expense and without liability for any damage that may result. Vehicles left unattended in a passenger loading/unloading zone will be ticketed and/or towed in accordance with federal regulations.

7.7 Abandoned & Derelict Vehicles

a. Vehicles left in any parking area or lot for more than 90 days may be considered abandoned and may be sold at public auction unless the owner notifies the District or parking authority.

b. Any vehicles considered a "Derelict Vehicle" in accordance with South Carolina Code of Laws Section 56-5-5810, shall not be located on property within the District. Any vehicle found in violation may be removed at the owner's expense including but not limited to all applicable towing and storage fees and without liability to the District.

7.8 Emergency Vehicles

Operators of emergency vehicles have the same authority and must comply with South Carolina Code of Laws Section 56-5-760.

7.9 Yielding to Emergency Vehicles

Vehicles and pedestrians must yield to emergency vehicles when displaying red and white, blue, red and blue, or amber flashing lights and giving an audible signal/siren. This applies to the public areas as well as the movement and non-movement areas.

7.10 State Law

The Laws of the State of South Carolina are applicable to vehicular and pedestrian traffic on the highways, streets, roads, crosswalks, sidewalks, parking

facilities, terminal areas and all other areas of the District. All violations involving traffic and criminal statutes of the State of South Carolina are enforceable under Airport Rules and Regulations and will be enforced by Airport Police and/or other authorized District personnel. Parking violations may be enforced by the Airport Police or other personnel authorized by the President/CEO, or their designee.

7.11 Payment of Parking Fines

Parking tickets issued by the District shall be paid within 30 days of the date of issuance. Unpaid fines will double after 30 days. Payment shall be made to the Greenville-Spartanburg Airport District.

7.12 Micro-Mobility Devices

Personal electric scooters (e-scooters), electric bicycles (e-bikes), and other similar designated micro-mobility devices are prohibited from being inside any District facilities or within the Airport Operating Area (AOA). Parking personal e-mobility devices inside a building creates fire, safety, and accessibility hazards. Charging personal micro-mobility devices is prohibited on District property. E-Micro-mobility devices are not permitted inside any airport shuttle or vehicles. Any micro-mobility device found inside any District facility will be removed and impounded at the owner's expense.

Section 8 – Passenger Screening & SIDA Access

8.1 Pre-Board Passenger Areas

a. All ticketed passengers and those issued gate passes must submit to the prescribed screening process conducted by TSA before proceeding into any pre-board passenger area.

b. District employees and tenants that have submitted to a fingerprint based criminal history check and are authorized unescorted access may enter a pre-board passenger area provided the entry is in performance of their employment. Entry may be through the TSA screening checkpoint or through doors controlled by the card-access system.

8.2 Submission to Screening

All persons presenting themselves and property for inspection must abide by the regulations set forth in 49 CFR 1540.111 as well as the prohibited items list published by DHS/TSA.

8.3 Security Identification Display Area

a. Only those authorized by the Airport Security Program are allowed in any sterile, secure, AOA, or SIDA area.

(1) All persons entering any sterile, secure, AOA, or SIDA area are subject to be screened and or have their persons and effects searched in compliance with TSA regulations, or to address a specific threat or heightened/elevated security posture.

b. All personnel in a sterile, secure, AOA, or SIDA area must display their airport issued ID media on the outer most layer of clothing or be escorted by authorized individuals.

(1) Personnel not in possession of their issued SIDA ID **CANNOT** be escorted for any reason.

c. Each individual with access to any sterile, secure, AOA, or SIDA must present their airport issued ID media to the access control system regardless of the number of persons needing to enter the same area.

8.4 Challenge Procedures

a. Individuals with unescorted access to the SIDA must:

(1) Question anyone not displaying proper ID media for the area they are in, or
(2) Notify the Airport Operations Center of the individual(s) not displaying proper ID while maintaining visual observation until law enforcement support arrives.

8.5 Gate and Door Security

Individuals accessing a door, gate, or elevator leading to any sterile, secure, AOA, or SIDA area must remain with the door or gate until it is secure.

8.6 Penalties

Violations of Sections 8.3, 8.4 or 8.5 may result in sanctions up to and including revocation of their airport issued ID media and/or a criminal charge of Violation of Rules and Regulations of the Airport.

Section 9 – Conduct of the Public

9.1 Firearms

a. No person, except for sworn law enforcement, authorized armed security members of the United States Armed Forces on official duty, or operations personnel utilizing Airport District owned firearms for wildlife management shall carry a firearm within District facilities:

(1) in any building owned or operated by the District or
(2) in checked baggage or through a passenger screening checkpoint, unless:

a. the firearm is properly packaged, unloaded and declared, according to 49 CFR 1544.203, for transportation in checked baggage or
b. the individual is authorized by 49 CFR 1544.219 to carry in the aircraft cabin.

b. In addition to the penalties provided by state law, the firearm involved in the violation of this section may be confiscated. The firearm must be delivered to the Chief of Police of the District. The confiscated firearm may be used within the agency, transferred to another law enforcement agency for the lawful use of that agency, traded with a retail dealer licensed to sell firearms in this state for a firearm or any other equipment approved by the agency, or destroyed. Firearms will not be disposed of in any manner until the results of any legal proceeding in which it may be involved are final. Records must be kept of all confiscated firearms received.

9.2 Explosives and Hazardous Materials

a. It is unlawful for a person to manufacture, cause to be manufactured, or possess any object or article which is designed to cause damage by fire or any other means to person or property either by ignition, detonation, or other means. (SC Code of Laws 16-23-480).

b. Fireworks shall not be:
(1) discharged on any property owned by the District
(2) carried in any check bag or through a passenger screening checkpoint
(3) carried aboard any aircraft unless approved by the airline and the US Department of Transportation.

c. Hazardous materials:
(1) must be properly labeled and stored in areas designated for such materials

(2) may not be transported aboard an aircraft unless the provisions of Title 49 part 175 are met.

9.3 Alcoholic Beverages

a. The sale of alcoholic beverages is limited to approved tenants of the District. Approved tenants must also possess the required state licenses.

b. Alcoholic Beverages may only be sold between the hours as ascribed by the District, which may not be in conflict with SC State Law. These times will be published to all approved tenants.

c. Alcoholic Beverages purchased from a licensed vendor inside the sterile area may be conveyed throughout the sterile area.

d. All Alcoholic Beverages sold to carry out within the sterile area must be poured into a specially designed cup bearing the "2 Go" logo.

e. Passengers purchasing alcohol in the sterile area to carry out will not be permitted to exit the sterile area or board an aircraft prior to consuming or disposing of their alcoholic beverage.

9.4 Malicious Damage

No person shall destroy, deface, injure or disturb any building, equipment, sign, marker, landscape, publicly or privately owned.

9.5 Loitering

No person shall remain on any part of the Airport or in any building on the Airport property without reason to be there or remain in any area or building on Airport property after being asked to leave.

9.6 Littering

Trash, papers, cigarettes, gum, refuse or other unwanted materials will be disposed of in receptacles provided for that purpose.

9.7 Drug Paraphernalia

It shall be unlawful for a person to possess Drug Paraphernalia. Drug Paraphernalia means all equipment, products, and materials of any kind which are used, intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging,

storing, containing, concealing, injecting, ingesting, inhaling, or otherwise introducing into the human body a controlled substance. This includes, but is not limited to:

a. Kits used, intended for use, or designed for use in planting, propagating, cultivating, growing, or harvesting of any species of plant which is a controlled substance or from which a controlled substance can be derived.

b. Kits used, intended for use, or designed for use in manufacturing, compounding, converting, producing, processing, or preparing controlled substances.

c. Testing equipment used, intended for use, or designed for use in identifying or in analyzing the strength, effectiveness, or purity of controlled substances;

d. Scales and balances used, intended for use, or designed for use in weighing or measuring controlled substances.

e. Diluents and adulterants, such as quinine hydrochloride, mannitol, mannite, dextrose, and lactose, used, intended for use, or designed for use in cutting controlled substances.

f. Blenders, bowls, containers, spoons, and mixing devices used, intended for use, or designed for use in compounding-controlled substances.

g. Capsules, balloons, envelopes, and other containers used, intended for use, or designed for use in packaging small quantities of controlled substances.

h. Containers and other objects used, intended for use, or designed for use in storing or concealing controlled substances.

i. Hypodermic syringes, needles, and other objects used, intended for use, or designed for use in parenterally injecting controlled substances into the human body.

j. Objects used, intended for use, or designed for use in ingesting, inhaling, or otherwise introducing marijuana, cocaine, hashish, or hashish oil into the human body.

9.8 Smoking and Smokeless Tobacco

Smoking and the use of smokeless tobacco is allowed is designated locations only. No person shall smoke, use smokeless tobacco, or carry any lit cigars,

cigarettes, pipes, electronic cigarettes or any product that produces smoke, odors, or vapors of any type:

a. into any building or near the entrance of any building;

b. into any fuel storage area;

c. within 50 ft. of a fuel truck;

d. within the AOA; or

e. anywhere smoking is prohibited by signage.

9.9 Lost and Found

The Airport Information Center will serve as the official custodian for any Airport Lost & Found property. All items turned in to the Information Center will be logged and stored in a secure location. Handling and disposal of property will be in accordance with District Executive Directive #4.

9.10 Animals

a. Animals entering the terminal building, FBO, passenger boarding areas, cargo facilities, or the aircraft ramp must be confined to airline approved pet carriers except:

   i. animals recognized by the Americans with Disabilities Act as Service Animals;

   ii. animals being trained by certified trainers to become Service Animals;

   iii. animals used by law enforcement for the detection of contraband, explosives, or the apprehension of individuals.

   iv. animals accompanying FBO customers that come off or that are going onto general aviation aircraft.

b. Animals not recognized by the ADA but meeting the requirements under the Air Carrier Access Act to travel in the cabin of aircraft as Service Animals must remain in airline approved pet carriers or carried until boarding the aircraft or immediately after deplaning. Large animals that cannot be carried must be on

a non-retractable leash and under control of the owner at all times. Owners are responsible for cleaning-up all messes created by their animal.

c. For all other property at the Airport or owned by the District that is located outside of the terminal building, FBO, passenger boarding areas, cargo facilities, or the aircraft ramp, unless categorized by the four exceptions listed above in Paragraph A, no animals are permitted to be at the Airport or located on District owned property without prior written consent of the President/CEO, or their designee.

9.11 Baggage Carts

With the exception of skycaps working for a tenant operator, baggage carts, whether rented or privately owned, are not to be used for hire.

9.12 Model Aircraft

Unauthorized use or operation of model aircraft, kites, hot air balloons, parachutes, or unmanned aircraft systems (UAS) on Airport property is prohibited.

9.13 Hunting and Firearm Discharge

It shall be unlawful to hunt, fish, or discharge/fire any firearm, air rifle, slingshot, bow and arrow or other dangerous device on Airport property unless authorized by the President/CEO, or their designee.

9.14 Gambling

Gambling or the operation of gambling devices on property owned by the Airport is prohibited. Lottery pools for the purpose of playing legal lotteries are exempt from this prohibition.

9.15 Emergency Equipment

Fire alarms, hydrants, extinguishers and emergency call devices are to only be used in emergencies.

9.16 Radio Interference

Federal Government regulations 47 U.S.C. 301, 302b, and 333 as well as FCC Commission Rules 15.1c and 2.803g prohibit the use of unlicensed radio frequencies, devices which interfere with radio reception, and the use of intentional radiators and jamming devices.

9.17 Unattended Baggage

No person shall leave their suitcase, backpack, pocketbooks or other similar articles unattended within the Airport terminal building including the front curb area of the facility.

9.18 Resisting a Stop by Police; Interfering with a Law Enforcement Officer

It is unlawful for any person to resist or interfere with any law enforcement officer by any means including, but not limited to, flight, force, or threat of force, while the officer is performing official duties. Except as provided by law, it is not a defense to prosecution under this section that the offender believed the action of the officer was unlawful or unreasonable. Any person violating the provisions of this section may result in sanctions up to and including revocation of their airport issued ID media and/or a criminal charge of Violation of Rules and Regulations of the Airport.

9.19 Disruption in Airport Operations

It is unlawful for any person to knowingly make, convey, or cause to be conveyed any false statement, report, or threat with the intent to disrupt, interfere with, or delay airport operations or any other function or activity of the District.

9.20 Disorderly Conduct/Breach of Peace.

It shall be unlawful for any person to intentionally engage in any act or conduct inciting public disorder or a breach of the peace in light of the surrounding circumstances of time, place or nearness of other persons, while grossly intoxicated or by making, uttering or directing toward another person any lewd, obscene or profane or libelous expletive or epithets or "fighting" words, likely to provoke violent reactions.

Section 10 – Picketing, Leaflet Distribution & Solicitation

10.1 Restrictions

a. No person shall enter or remain on Airport property to picket, distribute leaflets, or solicit on or from Airport property without the written approval of the President/CEO, or their designee.

b. Drive-by rallies and any form of parading or congregating with vehicles is prohibited.

c. Any and all permits issued in conjunction with picketing, leaflet distribution or solicitation activities are limited solely for the purposes set forth therein and are not transferable or assignable in whole or in part.

10.2 Designated Locations

a. Picketing or leaflet distribution activities will only be permitted in designated picketing/leaflet distribution zones located in the public areas of the Airport.. The Director of Airport Operations or designee maintains and will provide each permit applicant with a diagram showing the designated picketing/leaflet distribution zones.

b. The District designated locations are subject to change to take into account changes in pedestrian or vehicle flow, construction projects, alterations to the terminal complex and their surroundings, evolving security requirements, emergency conditions, or other unforeseen circumstances which may necessitate a change.

c. Solicitation activities will only be permitted in areas designated by the President/CEO or their designee.

10.3 Reservation of Rights

The President/CEO, or their designee reserves the right to:

a. Impose such reasonable conditions as may be necessary, on the proposed activity, such as: (i) the number of persons allowed to engage in the activity; (ii) the time of the activity; (iii) the place or places the activity occurs; or (iv) the manner of such activity; to avoid injury to persons or damage to property or to assure the safe and orderly operation of the Airport facilities.

b. Immediately revoke any and all permits issued upon the occurrence of an emergency affecting the safety of persons or property when required in the

implementation of security procedures, to avoid injury to persons or damage to property, or to assure the safe and orderly operation of the Airport facilities.

10.4 Compliance with Rules, Regulations and Laws

a. Persons engaged in picketing, leaflet distribution, or solicitation shall comply with all applicable District Rules and Regulations, policies and guidelines, as well as all applicable local, state and federal laws and regulations.

b. All such activities shall be conducted in a peaceful and orderly manner, without physical harm, molestation, threat, harassment, obscenity, violence, breach of the peace, damage to property, or other unlawful conduct and without obstructing the use of the airport by others, without hindrance or interference with the proper, safe, orderly, and efficient operation of the airport and the activities conducted thereupon, and without interference with the constitutional rights of others.

c. Persons engaged in picketing, leaflet distribution, or solicitation must obey all directions of Airport Police Department officers and District personnel designated to facilitate the movement of customers and traffic in, to and from the terminals, walkways and roadways.

10.5 Prohibited Conduct

All persons on Airport property, to include those engaged in Picketing, Leaflet Distribution or Solicitation, shall not:

a. Picket, distribute leaflets, or solicit at any area except during the days, times and locations assigned by the District.

b. Identify themselves as representatives of the District.

c. Attach signs to clubs, poles or other hard objects – signs must be carried or otherwise attached to participants engaged in picketing activity.

d. Solicit contributions of money or other articles of value, for religious, charitable or any other purposes, or receive money or other articles of value, whether in the form of cash, checks, credit, or debit vouchers or any other form of negotiable instruments in any public area.

e. Conduct games of chance.

f. Sell, distribute or hand out any type of food or drink while engaged in picketing, leaflet distribution or solicitation activities.

g. Gather signatures on District property.

h. Attempt to pin, tie, or attach any symbol, insignia, article or object to the clothing, luggage, or vehicle of any person without their consent.

i. Delay or in any manner, assail, coerce, threaten, or physically disturb any member of the public, tenant of the Airport, District or any other person for any reason.

j. Wear or display informational signs inside any building or parking structure.

k. Block sidewalks, doorways, or roadways.

l. Interfere with passenger flow.

m. Obstruct or interfere with the use of escalators, stairs, corridors, halls, doorways, or elevators.

n. Destroy, injure, deface, disturb, or tamper with any building, sign, equipment, fixture, marker, or any other structure or property on the Airport.

o. Place signs, notices, advertisements or other writings, in or on any structure or building on Airport property.

p. Place tables, stands, chairs or other structures on Airport property without the authorization of the President/CEO, or their designee.

q. Use any musical instruments, noise-making devices, sound or voice amplifying apparatus, battery operated and/or electrically powered portable or stationary public address systems.

r. Use any building, facility or structure for lodging or sleeping not intended for that purpose.

s. Set or have open or contained fires anywhere on District property.

10.6 Preservation and Maintenance

a. Persons engaged in picketing, leaflet distribution or solicitation shall exercise care to maintain areas in use in a safe and clean condition.

b. Persons engaged in picketing, leaflet distribution or solicitation shall remove any and all litter caused by their activities.

c. Persons engaged in picketing, leaflet distribution or solicitation shall not discard, abandon or leave unattended on Airport premises any boxes, or other containers or literature, food or other paraphernalia, unless properly disposed of in approved trash receptacles.

10.7 Use of Public Areas

Persons engaged in picketing, leaflet distribution or solicitation may use the facilities accessible to the public such as restrooms and concessions, provided that all picketing, leaflet distribution or solicitation ceases while utilizing such facilities.

10.8 Risk

Persons engaged in picketing, leaflet distribution or solicitation on District property do so at their own risk and shall exercise reasonable diligence and precaution to avoid damage to property or injury to other persons. Picketers shall be liable for any and all damage to property caused by their picketing, leaflet distribution or solicitation activity.

10.9 Required Documents

Each person or entity engaged in picketing, leaflet distribution, or solicitation shall have a copy of any and all permits issued in their possession at all times while participating in the activity and must produce the permit to any Airport Police Officer or District employee upon request.

10.10 Permit Application

a. Any individual or authorized representative of an organization seeking to picket, distribute leaflets or solicit on District property may request an application packet from the Airport District.

b. Completed permit applications must be submitted to the District Office no later than seventy-two (72) hours before the planned event.

c. A separate application is required for each designated location requested for the picketing, leaflet distribution or solicitation activity.

10.11 Denial or Revocation of Approval

The President/CEO, or their designee may deny or revoke a permit for the following:

a. The applicant or any representative has falsified information on the application.

b. The applicant or any representative intends to use or has used the approved location to conduct a commercial enterprise at the Airport.

c. The activity impedes the operation of the Airport as an air transportation facility.

d. The activity poses a danger to the safety or security of the traveling public or Airport tenants.

e. The activity interferes with the ability of the airlines, concessionaires, tenants, and other authorized Airport users to conduct their business in an orderly manner.

f. The activity hinders pedestrian flow, creates congestion, or blocks efficient movement of persons within and around the Airport terminals and other facilities.

g. The activity interferes with the ability of others to hear announcements or see Airport signage.

h. The applicant or any representative engages in the receipt or acceptance of donations, gifts, or funds, while conducting the approved activity or distributes or attempts to distribute literature at any place other than an approved location for which the applicant was approved.

i. The content of the materials to be displayed or distributed: (1) is disruptive to air travel; (ii) instills fear in the traveling public; or (iii) is pornographic.

j. The applicant or any representative violates any provision of these Rules and Regulations or any rule, regulation, ordinance, statute of Federal or State law.

k. Any event or condition under which the conducting of the activity would create a danger to persons or property, interfere with the orderly formation and progression of waiting lines, or interferes with any of the following: pedestrian and/or vehicular travel; the issuance of tickets or boarding passes or equivalent documents for air or ground transportation; luggage or cargo movement or handling; the entry to and exit from vehicles; security procedures; government inspection procedures; cleaning; maintenance, repair or construction operations.

10.12 Review and Appeal

The denial of an application or the revocation of any permit provided for herein may be appealed to the President/CEO within thirty (30) days of denial or revocation. The President/CEO, or their designee shall provide for a hearing for the review of such denial within ten (10) days of receipt of the appeal. At the hearing, the appellant shall be given an opportunity to be heard, to present evidence on his/her behalf. The hearing shall be recorded. The hearing officer will issue a final administrative decision within ten (10) days of such hearing.

10.13 Violations by Participants

Violations of these rules and regulations by persons or organizations authorized to picket, distribute literature or solicit may cause the termination of the permit under which they are operating and shall be grounds for denial of any subsequent application by that person or organization for a period of one (1) year. In the event of termination, the President/CEO, or their designee will give written notice to the holder of the permit. Upon receipt of the notice of termination, the person whose permit was terminated may use the appeal process described in Section 10.12 above. Violators may also be subject to arrest and/or fines.

10.14 Accidents/Reporting Responsibilities

If any participant is involved in an accident or other incident in which any person is injured or property is damaged, a participant or authorized representative of the participating organization shall immediately notify the Airport Operations Center (864-848-6246).

GSP INTERNATIONAL AIRPORT
ROGER MILLIKEN FIELD

MEMORANDUM

TO: Members of the Airport Commission

FROM: Deven Judd, VP/Chief Commercial Officer

DATE: September 21, 2026

ITEM DESCRIPTION - New Business Item G

Approval of Revisions to and Readoption of the Greenville-Spartanburg Airport District Minimum Standards

BACKGROUND

The purpose of the Greenville-Spartanburg Airport District ("District") Minimum Standards is to establish the minimum threshold entry requirements for those wishing to provide commercial aeronautical services to the public and to ensure that those who have undertaken to provide commodities and services are not exposed to unfair or irresponsible competition.

ISSUES

From time to time, Staff reviews and recommends changes to the Minimum Standards to address new commercial aeronautical services within the industry, update the minimum threshold entry requirements for new entrants wishing to provide services on the airport, and/or maintain compliance with all applicable laws and regulations.

Attached are the following documents:

- A summary matrix of the proposed substantive changes by Section #.
- A redlined copy of each Section with substantive changes.
- A clean copy of each Section with substantive changes.

In addition, minor scrivener changes have been made to various Sections, which do not represent a substantive change in the intent of the Minimum Standards.

ALTERNATIVES

The alternative is to not the make the recommended Minimum Standards changes. This alternative is not recommended.

FISCAL IMPACT

There is no direct financial impact from the recommended changes.

RECOMMENDED ACTION

It is respectfully requested that the Airport Commission resolve to adopt the Greenville-Spartanburg Airport District Administrative Minimum Standards as presented.

Attachments

Greenville-Spartanburg Airport District

Minimum Standards for Commercial Aeronautical Service Providers Change Summary Matrix

September 21, 2026

Section	Subject	Comments
Entire Document	All	• Updates President/CEO approval to include "or designee" • Scrivener Changes as needed throughout. • Additional clarification as needed throughout.
2.1	Aircraft Definitions	• Updates aircraft/user definitions.
2.2	General Definitions	• Adds definitions supporting Self-Fueling requirements, including Authorized Party and the Airport's FBO, and updates the Rules and Regulations definition.
2.3	Governmental Definitions	• Updates Commission/District terminology and adds Environmental Laws and Hazardous Materials definitions.
2.4	Fueling Definitions	• Modernizes fueling definitions and establishes Self-Fueling, Fueling Equipment, and Self-Fueling Permit terminology.
21	Self-Fueling - Eligibility & Operations	• Adds requirements for Self-Fueling for qualified Based Tenants under District permit and approval; retail/commercial fueling remains limited to the FBO. • Establishes eligibility, authorized-aircraft, fuel-inventory, annual-uplift, and operating restrictions, including prohibitions on transient, shared/cooperative, and unauthorized commercial fueling.
21	Self-Fueling - Equipment, Safety & Training	• Requires approved fueling equipment, District Fuel Farm storage, designated operating/parking locations, and compliance with applicable fire, FAA, environmental, and security requirements. • Establishes operating procedures, spill prevention/reporting, employee training, documentation, and District inspection/monitoring requirements.
21	Self-Fueling - Insurance, Fees & Approval	• Establishes insurance, indemnification, waste-disposal, recordkeeping, application, documentation, and governmental-permit requirements. • Adds a $1,000 application fee and applicable per-gallon fees; final permit approval rests with the President/CEO or designee. Insurance limits and annual uplift still contain placeholders in the redline.
21	Self-Fueling - Enforcement & Legal	• Authorizes denial, suspension, or revocation for noncompliance and establishes an appeal process to the Airport Commission. • Adds environmental compliance, spill response, site-assessment/cleanup, non-transferability, one-year permit term, federal subordination, and District authority to revise the guidelines.

Section	Subject	Comments
Appendix 1	Minimum Insurance Policy Limits	• Replaces the prior risk-analysis framework with stated minimum insurance requirements for applicable SASO activities, generally including $5 million per-occurrence liability limits. • Adds replacement-cost property coverage, workers' compensation, annual certificates, additional-insured requirements, and District authority to adjust coverage based on services.

GREENVILLE-SPARTANBURG

AIRPORT DISTRICT

GSP INTERNATIONAL AIRPORT

ROGER MILLIKEN FIELD

MINIMUM STANDARDS

FOR COMMERCIAL

AERONAUTICAL SERVICE PROVIDERS

Adopted: June 24, 2019

Revised: July 11, 2022

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Section 1 - Preamble and Policy

These Minimum Standards for Commercial Aeronautical Service Providers ("Minimum Standards") have been formulated and adopted by the Greenville-Spartanburg Airport District (the "District") for the Greenville-Spartanburg International Airport, hereinafter referred to as "Airport". This supersedes all previous documents of its kind and was officially adopted on June 24, 2019.

These Minimum Standards are intended to be the minimum threshold entry requirements for those wishing to provide commercial aeronautical services to the public and to ensure that those who have undertaken to provide commodities and services as approved are not exposed to unfair or irresponsible competition.

These Minimum Standards were developed taking into consideration the aviation role of the Airport, facilities that currently exist at the Airport, services being offered at the Airport, and the future development planned for the Airport, and to promote fair competition. The uniform application of these Minimum Standards, containing the minimum levels of service that must be offered by the prospective service provider, protects the established aeronautical activity and Airport patrons and enhances the public interest by both encouraging growth of business at the Airport and discouraging substandard operations.

These standards were developed in accordance with the Federal Aviation Administration ("FAA") Advisory Circular 150/5190-7, dated August 28, 2006. The Airport will annually review and regularly update this document as necessary as required by activities on the Airport or as regulations are changed. Any existing commercial aeronautical service provider currently under a fully executed and approved lease will not be required to meet the standards until at such time that the service provider's lease with the Airport is modified, renewed, or a change in the service provider's ownership of 51 percent or more occurs.

These Minimum Standards shall apply to all Commercial Aeronautical Service Providers, with the exceptions noted below. These Minimum Standards do <u>not</u> apply to:

- The District itself;
- Certificated air carriers providing scheduled passenger and/or cargo service operating under a separate lease and/or agreement with the Airport;
- Non-aeronautical commercial service providers such as restaurants, rental cars, concessions, taxis, Airport shuttles, etc., located on or otherwise serving the Airport;
- Non-commercial Airport tenants, including private aircraft owners and operators operating under 14 CFR Part 91, except as noted below;

- Aircraft operators and service providers that are not based at the Airport but that use the Airport on a transient or itinerant basis and comply with all other applicable rules, regulations, and procedures of the District.

Section 2 - Definitions

2.1 - Aircraft

(1) Aircraft - any device used or designed for navigation or flight in the air including, but not limited to, an airplane, sailplane, glider, helicopter, gyrocopter, ultra-light, balloon, or blimp.

(2) Air Charter or Air Taxi - the commercial operation of providing air transportation of person(s) or property for hire by either on a charter basis or as an air taxi operator pursuant to 14 CFR Part 135.

(3) Aircraft Fuel - all flammable liquids composed of a mixture of selected hydrocarbons expressly manufactured and blended for the purpose of effectively and efficiently operating an internal combustion, jet, or turbine engine.

(4) Aircraft Operation - an aircraft arrival at, or departure from, the Airport.

(5) Aircraft Owner - a person or entity holding legal title to an aircraft, or any person having exclusive possession of an aircraft.

(6) Aircraft Parking and Storage Areas - those hangar and apron locations of the Airport designated by the President/CEO or designee for the parking and storage of aircraft.

(7) Aircraft Rental - the commercial operation of renting or leasing aircraft to the public for compensation.

(8) Aircraft Sales - the sale of new or used aircraft through brokerage, ownership, franchise, distributorship, or licensed dealership.

(9) Airport Reference Codes – FAA Advisory Circular 150/5300-13 Airport Design defines the Airport Reference Code ("ARC") as "a coding system used to relate airport design criteria to the operational and physical characteristics of the airplanes intended to operate at the airport." The ARC is used to determine design dimensions for the various separation and safety standards, Runway Protection Zones and Object Free Zones dimensions, surface gradients, and threshold standards.

(10) Based Tenant/Aircraft - an aircraft which the owner physically locates at the airport for an undetermined period, and whenever absent from the Airport, its owner intends to return the aircraft to the airport for long-term storage.

(11) Transient User – A user of the Airport that does not have an aircraft based at GSP.

2.2 - General

(1) Aeronautical Activity - any activity or service conducted at the Airport that involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations. These activities include, but are not limited to, air taxi and charter operations, aircraft fueling, aircraft storage, flight training, aircraft rental, aircraft sales, aircraft repair and maintenance, and any other activities, which because of their relationship to the operation of aircraft can appropriately be regarded as an "aeronautical activity."

(2) Airframe and Power Plant Maintenance - the commercial operation of providing airframe and power plant services, which includes service, the repair, maintenance, inspection, constructing, and making of modifications and alterations to aircraft, aircraft engines, propellers and appliances including the removal of engines for major overhaul as defined in 14 CFR Part 43. This category of service also includes the sale of aircraft parts and accessories.

(3) Airframe and Powerplant Mechanic (A&P) - A person who holds an aircraft mechanic certificate with both airframe and powerplant ratings as authorized and described in 14 CFR Part 65.

(4) Airport - the Greenville-Spartanburg International Airport, and all the Airport-owned or leased real or personal property, buildings, facilities and improvements within the boundaries of said Airport, as it presently exists or as it may exist when it is hereafter modified, expanded, or developed. "Airport" includes all its facilities as shown on the most current Airport Layout Plan.

(5) ALP - the currently approved Airport Layout Plan depicting the physical layout of the airport and identifying the location and configuration of current runways, taxiways, buildings, roadways, utilities, navigational aids, etc.

(6) Authorized Party – A Based Tenant or user of the airport that is authorized to perform Self-Fueling pursuant to the approvals granted by the District and in accordance with the Self-Fueling guidelines.

(~~6~~7) Commercial Aeronautical Activity - the conduct of any aspect of a business, concession, operation, or agency providing goods or services to any person for compensation or hire, including exchange of services, whether or not such objectives are accomplished. An activity is considered a commercial activity regardless of whether the business is nonprofit, charitable, or tax-exempt. A

commercial business activity that involves makes possible or is required for the operation aircraft, or which contributes to or is required for the safety of aeronautical operations.

(~~7~~8) Commercial Operator ("Operator") - a person, firm, corporation, or other entity, which makes possible, or is required for the operation of aircraft, or which contributes to, or is required for the safe conduct and utility of aircraft operations, the purpose of such activity being to generate and/or secure earnings, income, compensation, and/or profit, whether or not such objectives are accomplished.

(~~8~~9) Exclusive Right - a power, privilege, or other right excluding or debarring another from enjoying or exercising a like power, privilege, or right. An exclusive right can be conferred either by express agreement, contract, license, lease, and permit or by the imposition of unreasonable standards or requirements, or by any other means.

(10) Fixed Base Operator (FBO) – The FBO at GSP is operated by the District doing business as Cerulean Aviation.

(~~9~~11) General Aviation - all phases of aviation other than aircraft manufacturing, military aviation, and scheduled or non-scheduled commercial air carrier operations.

(1~~0~~2) Hazardous Material - any substance, waste, or material which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous, and is or becomes regulated as a hazardous material by any governmental authority, agency, department, ~~D~~district, board, agency or instrumentality of the United States, the State of South Carolina, or any political subdivision thereof.

(1~~1~~3) Minimum Standards - the qualifications or criteria, which may be established by the Airport owner as the minimum requirements that shall be met by businesses engaged in commercial aeronautical activities for the right to conduct those activities.

(1~~2~~4) Rules and Regulations - shall mean the Rules and Regulations of the Airport as adopted by the ~~District~~Commission.

2.3 - Governmental

(1) ~~District~~Commission - The Greenville-Spartanburg Airport Commission, which is the governing body for the Greenville-Spartanburg Airport District, the owner and operator of the Airport, established by a Statute of the State of South Carolina creating the Greenville-Spartanburg Airport District as an airport district and political subdivision of the State of South Carolina.

(2) Environmental Laws - All Federal, State of South Carolina and local statutes, ordinances, regulations, and rules relating to environmental quality, health, safety, contamination, and clean-up, as they currently exist or may exist in the future, including, without limitation, the Clean Air Act, 42 U.S.C. §7401 et seq.; the Clean Water Act, 33 U.S.C. §1251 et seq., the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA"), 7 U.S.C. §136 et seq.; the Marine Protection, Research, and Sanctuaries Act, 33 U.S.C. §1401 et seq.; the Noise Control Act, 42 U.S.C. §4901 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601 et seq., as amended by the Superfund Amendments and Reauthorization Act, and the Emergency Planning and Community Right to Know Act, and the Radon Gas and Indoor Air Quality Research Act; the Hazardous Material Transportation Act, 49 U.S.C. §9601 et seq.; the Toxic Substance Control Act ("TSCA"), 15 U.S.C. §2601 et seq.; the Atomic Energy Act, 42 U.S.C. §2011 et seq.; and the Nuclear Waste Policy Act of 1982, 42 U.S.C. §1010 et seq.; all State environmental protection, superlien and environmental clean-up statutes, with implementing regulations and guidelines and all local laws, regulations and ordinances insofar as they are equivalent or similar to the Federal laws recited above or purport to regulate Hazardous Materials, and judicial precedent of each of the foregoing.

(3) Greenville-Spartanburg Airport District (District) – The territory embraced by the ~~Areas within the~~ counties of Greenville and Spartanburg constituted as an airport district and political subdivision of the State of South Carolina.

(4) Hazardous Materials – The following substances are considered hazardous materials:

- Any substance the presence of which requires or subsequently require notification, investigation or remediation under any Environmental Law; or
- Any substance that is or becomes defined as a "hazardous waste", "hazardous material", "hazardous substance", "pollutant", or "contaminant" under any Environmental Law, including, without limitation, CERCLA, RCRA, and the associated regulations; or
- Any substance that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any applicable Environmental Law; or
- Any substance that contains gasoline, diesel fuel, oil, or other petroleum hydrocarbons or volatile organic compounds; or
- Any substance that contains polychlorinated biphenyls ("PCBs"), per- and polyfluoroalkyl substances (PFAS), asbestos or urea formaldehyde foam insulation; or
- Any substance that contains or emits radioactive particles, waves, or

materials, including, without limitation, radon gas.

(~~2~~5) President/CEO - The designated individual or duly authorized individual appointed by the ~~District~~Commission to administer and manage all operations of the Airport and Airport facilities, and to supervise all Airport projects.

(~~3~~6) FAA - the Federal Aviation Administration as established in 1967 within the Department of Transportation of the United States government that has the responsibility of promoting safety in the air, by both regulation and education.

(~~4~~7) FAR - the Federal Aviation Regulations as published by the FAA that governs the operation of aircraft, airways, and airmen, Compliance with the FARs is mandatory. In 1996, all references to the FARs were changed to "14 CFR" (Title 14 of the Code of Federal Regulations).

(~~5~~8) State - the State of South Carolina.

(~~6~~9) TSA - The Transportation Security Agency.

2.4 – Fueling

(1) Fuel - All flammable and combustible liquids composed of a mixture of selected hydrocarbons expressly manufactured and blended for the purpose of effectively and efficiently operating an aviation internal combustion, jet, or turbine engine. This shall include approved aviation fuels, ASTM D910 (latest edition), Standard Specifications for Aviation Gasoline and ASTM 1655-15 (latest edition), Standard Specifications for Aviation Turbine Fuel, and any substance (solid, liquid, or gaseous) used to operate any aviation or aircraft engine.

(~~1~~2) ~~Aircraft Fueling Vehicle~~Fueling Equipment - ~~any vehicle used by the FBO for the transportation, delivery and dispensing of Aircraft Fuel.~~ Fueling Equipment - Equipment installed and/or used in Self-Fueling, including Fuel storage tanks, pumps, piping, and associated equipment, such as filters, water separators, hydrants, trucks, and dispensing equipment.

(~~2~~3) Fueling or Fuel Handling - the transportation, sale, delivery, dispensing, storage, or draining of fuel or fuel waste products to or from aircraft, vehicles, or equipment.

(~~3~~4) Fuel Storage Area - any portion of the Airport designated temporarily or permanently by the District as an area in which aviation or motor vehicle gasoline or any other type of fuel or fuel additive may be stored or loaded.

(~~4~~5) Self-~~Service~~ Fueling - ~~the commercial operation of an unmanned stationary fuel tank and dispensing equipment for general use via a card reader. This includes the operations of anyone utilizing this type of equipment to provide fuel for sale or~~

~~reuse.~~ the fueling by an Authorized Party and/or its bona fide employees, of aircraft owned by the Authorized Party or exclusively leased by the Authorized Party for one (1) year or more, using Fueling Equipment owned by the Authorized Party or equipment provided by the District, and subject to the restrictions set forth in Section 4, "Self-Fueling Restrictions" below and outlined in a Self-Fueling Permit. The act of draining and re-dispensing of the same drained Fuel associated with owner-performed maintenance as permitted by 14 CFR 43 is not considered Self Fueling.

(6) Self-Fueling Permit – An executed written agreement between the Authorized Party and the District authorizing Self-Fueling.

2.5 - Lease and Agreements

(1) Lease - the written contract between the District and an Operator ("Lessee") specifying the terms and conditions under which an Operator may occupy and operate from certain Airport facilities and/or property.

(2) Sublease - A written agreement, approved by the District, stating the terms and conditions under which a third-party Operator leases space from a Lessee ("Sublessee") for the purpose of providing aeronautical services at the Airport.

(3) Agreement - the written agreement between the District and an Operator specifying the terms and conditions under which the Operator may conduct commercial aviation activities. Such Agreement will recite the terms and conditions under which the activity will be conducted at the Airport including, but not limited to, term of the Agreement; rents, fees, and charges to be paid; and the right and obligations of the respective parties.

(4) Permit - administrative approval issued by the District to a person or company to conduct a commercial aeronautical activity, and provide such services, to based and transient aircraft, only from facilities and locations where such services are authorized.

(5) Person - an individual, corporation, firm, partnership, association, organization, and any other group acting as an entity, to conduct business on the Airport. Person includes a trustee, receiver, assignee or similar representative.

2.6 - Services

(1) Avionics Sales and Maintenance - the commercial operation of providing for the repair and service, or installation of aircraft radios, instruments and accessories. Such operation may include the sale of new or used aircraft radios, instruments and accessories.

(2) Fixed Base Operator ("FBO) -") – the District has elected to utilize its Exclusive Right as permitted by FAA to provide this service(s) at the Airport.

(3) Flight Training – the commercial operation of instructing pilots in dual and solo flight, in fixed or rotary wing aircraft, and related ground school instruction as necessary to complete a FAA written pilot's examination and flight check ride for various categories of pilots licenses and ratings. Flight Training shall also include any portion of a flight between two or more airports or other destinations where the primary purpose is to increase or maintain pilot or crew member proficiency.

(4) Flying Club – a non-commercial and nonprofit entity organized for the purpose of providing its members with any number of aircraft for their personal use and enjoyment. Aircraft must be vested in the name of the flying club owners on a pro-rata share, and the club may not derive greater revenue from the use of the aircraft than the cost to operate, maintain, and replace the aircraft.

(5) Preventive Aircraft Maintenance – maintenance that is not considered a major aircraft alteration or repair and does not involve complex assembly operations as listed in 14 CFR Part 43, except for Item 22 in the Regulation. Item 22 involves the replacement of prefabricated fuel lines, and shall, for purposes of these regulations, be considered a major aircraft repair.

(6) Self-Service – aircraft refueling, repair, preventive maintenance, towing, adjustment, cleaning, and general services performed by an aircraft owner or his/her employees on his/her aircraft with resources supplied by the aircraft owner.

(7) Specialized Aviation Service Operations ("SASO") - a commercial aeronautical business that is authorized to offer a single or limited service according to established Minimum Standards. Examples of a SASO include, but are not limited to, the following commercial aeronautical activities: Flight Training, Airframe and Power Plant Maintenance, Air Charter or Air Taxi, Aircraft Sales, Avionics Sales and Maintenance, Aircraft Rental, and Sales, and Aircraft Storage. SASOs are not permitted to provide Fueling services.

2.7 - Infrastructure

(1) Aircraft Operations Area ("AOA") – The AOA is considered a restricted area and is established for safety and security reasons. Except for passengers enplaning or deplaning aircraft, the general public is prohibited from the AOA unless escorted by an authorized employee of the District or a tenant. The general public is also prohibited from all other areas of the Airport posted as being a restricted area.

(2) Roadway - any street or road whether improved or unimproved, within the boundaries of the Airport and designated for use by ground vehicles.

(3) Taxilane - the portion of the Airport apron area, or any other area, used for

access between taxiways and aircraft parking or storage area.

(4) Taxiway - a defined path established for the taxiing of aircraft from one part of the Airport to another.

(5) UNICOM - a two-way communication system operated by a non-governmental entity that provides airport advisory information.

(6) Vehicle Parking Area - any portion of the Airport designated and made available temporarily or permanently by District for the parking of vehicles.

Section 3 - Minimum Standards for Specialized Aviation Service Operations (SASOs)

The following shall apply to all prospective aeronautical service providers wishing to become a SASO at the Airport.

(1) Leases shall be for a term to be mutually agreed upon between the parties with due consideration for the financial investment and the need to amortize improvements to the leasehold.

(2) A person shall have such business background and shall have demonstrated his/her business capability to the satisfaction of, and in such manner as to meet with the approval of the District.

(3) Any prospective entity seeking to conduct Commercial Aeronautical Activity at the Airport should demonstrate in writing and notarized financial detail that they have adequate resources to realize the business objectives agreed to by the District and the applicant.

(4) The prospective SASO, as defined, shall have its premises open and services available from 8:00 a.m. to 5:00 p.m. at least five (5) days a week unless otherwise indicated or approved by the District. The schedule may be reduced during major holidays, as approved by the District.

(5) All prospective SASOs shall demonstrate to the District's satisfaction evidence of its ability to acquire insurance coverage as stipulated for each particular type of operation. A SASO should make its own analysis to determine if more is needed. However, such policies of insurance shall be maintained in full force and effect during all terms of existing Leases, Agreements or business license or renewals or extensions thereof with a 30-calendar day notice of cancellation to the Airport. Such policies shall not be less than the amounts listed in APPENDIX 1; however, in all cases, must meet the statutory requirements of applicable governmental agencies and be approved in writing by the District.

(6) Each SASO shall have in its employ, and on duty during required operating hours, trained personnel in such numbers as are required to meet the Minimum Standards in an efficient manner for each aeronautical service being performed.

(7) SASOs shall not engage in any Commercial Aeronautical Activity or service on the Airport premises without first obtaining a Lease, Permit, or Agreement from the District in accordance with specifications established by the District. All persons conducting Commercial Aeronautical Activities at the Airport shall, as a condition of conducting such activities, required to comply with the provisions contained in the minimum standards adopted by the District as modified from time to time, unless any such provisions are expressly waived or modified by the District in writing. The mere omission of any particular minimum standard in a Lease, license, permit, or

Agreement shall not constitute a waiver or modification of the Minimum Standards unless the document expressly states that the District waives application of that standard.

(8) SASOs shall not engage in any Commercial Aeronautical Activity not specifically authorized by the District.

(9) SASOs shall follow all security regulations and requirements established by the Federal government, State government, local government and the District. In addition, the District reserves the right to require that principal officers of a SASO, regardless of level of involvement in the actual operation of the SASO, and any employee of the SASO with direct, unescorted access to any building, aircraft parking apron, taxiway, runway, or any other facility inside the secured perimeter fence or facility providing access to the airfield at the Airport submit to a criminal history records check ("CHRC"), including fingerprinting, at the expense of the SASO. The District may suspend the authority of a SASO to conduct business at the Airport if the results of the CHRC indicate that the individual poses a threat to the Airport, local community, State or nation.

(10) Commercial Aeronautical Activities not addressed in these Minimum Standards will be addressed by the District on a case-by-case basis in the SASO's written Lease, license, permit or Agreement.

(11) The District may waive or modify any portion of these Minimum Standards for the benefit of a governmental agency performing non-profit public services, fire protection, or emergency response operations or when it is determined that such waiver is in the best interest of the public and will not result in unjust discrimination against other Commercial Operators at the Airport.

(12) The District as a matter of policy does not allow any "through-the-fence" operations. The District intends to maintain the position of no "through-the-fence" operations in the future.

(13) The President/CEO, or ~~his/her~~ designee, with the approval of the District, may make revisions and amendments to these Minimum Standards when business conditions at the Airport require and when necessary to comply with FAA, TSA, or other governmental regulations.

(14) The District has established these Minimum Standards for the Airport with the intent of providing fair and reasonable rules to govern the conduct of Commercial Aeronautical Activity on the Airport. It is the intent of the District to provide consistent, uniform, and fair enforcement of these Minimum Standards to accomplish the District's goals and promote successful commercial business operations at the Airport. The President/CEO or designee is responsible for and is hereby empowered to enforce these Minimum Standards.

(15) In the event of a direct conflict between these Minimum Standards and any Agreement entered into prior to the Effective Date, the Agreement shall govern to the extent of such conflict. The Minimum Standards are not intended to alter or change rights of any party under any Agreement in effect prior to the Effective Date of these Minimum Standards.

Section 4 - Application and Qualifications

Demonstration of intent to conduct a Commercial Aeronautical Activity at the Airport shall be by application to the District. The written application shall contain the minimum:

(1) The proposed nature of the business. A business plan may be used to express the proposed nature of the business. (See a business plan outline in APPENDIX 2.)

(2) The signatures of all parties whose names are being submitted as owning an interest in the business or will appear on leases or other documents as being a partner, director, or corporate officer and those who will be managing the business.

(3) The current financial statement prepared or certified by a Certified Public Accountant.

(4) A listing of assets owned, or being purchased or leased, which will be used in the business on the Airport.

(5) A current credit report for each party owning or having a financial interest in the business and credit report on the business itself covering all geographical areas in which it has done business in the ten-year period immediately prior to such application.

(6) An agreement to provide a bond or suitable guarantee of adequate funds to the Airport to be used to defray any expenses and fees normally paid by the Lessee between the estimated time the Lessee may default and a new lease is executed and another Lessee takes over.

(7) A written authorization from the FAA, any aviation or aeronautics ~~D~~districts, administrations, and departments of all states in which the applicant has engaged in aviation business to release information in their files relating to the applicant or its operation. The applicant shall execute such forms, releases, or discharges as may be required by those agencies.

(8) Preliminary plans, specifications and dates for any improvements which the applicant intends to make on the Airport as part of the activity for which approval is sought. Applicant must comply with appropriate review procedures and the District requirements.

(9) Proof of liability coverage for the business operation, flight operations, itinerant aircraft and operators and premises insurance. Such proof may be in the form of a copy of insurance company letter of intent.

(10) Such other information as the District may require.

Section 5 - Action on Application

The District will furnish a copy of these Minimum Standards to any applicant wishing to establish a SASO on the Airport who shall make application in writing to the District setting forth in detail the information contained in Section D hereof, Application and Qualifications. All applications will be reviewed and acted upon by the District within ninety (90) days from the receipt of the application. Applications may be denied for one or more of the following reasons:

(1) The applicant does not meet qualifications, standards and requirements established by these Minimum Standards.

(2) The applicant's proposed operations or construction will create a safety hazard on the Airport.

(3) The granting of the application will require the expenditure of local funds, labor or materials on the facilities described in or related to the application, or the operation will result in a financial loss to the Airport.

(4) There is no appropriate or adequate available space or building on the Airport to accommodate the entire activity of the applicant.

(5) If any of the individuals within the application cannot pass the standard TSA background check.

(6) The proposed operation, Airport development or construction does not comply with the approved Airport Layout Plan.

(7) The development or use of the area requested will result in a congestion of aircraft or buildings, or will result in unduly interfering with the operations of any present tenant on the Airport, such as problems in connection with aircraft traffic or service, or preventing free access and egress to an existing tenant or SASO, or will result in depriving, without the proper economic study, an existing tenant or SASO of portions of its leased area in which it is operating.

(8) Any party applying, or interested in the business, has supplied false information, or has misrepresented any material fact in the application or in supporting documents, or has failed to make full disclosure on the application.

(9) Any party applying, or having an interest in the business, has a record of violating the Rules and Regulations of the Airport, or the rules and regulations of any other Airport, Federal Aviation Regulations, or TSA regulations.

(10) Any party applying, or having an interest in the business, has defaulted in the performance of any lease or other agreement with the District or any lease or other agreement at any other airport.

(11) Any party applying, or having an interest in, the business, is not sufficiently credit worthy and responsible in the judgment of the District to provide and maintain the business to which the application relates and to promptly pay amounts due under the SASO lease.

(12) The applicant does not have the finances necessary to conduct the proposed operation.

(13) The applicant has committed any crime, or violated any local ordinance rule or regulation, which adversely reflects on its ability to conduct the SASO operation applied for.

Section 6 - Aircraft Sales

Statement of Concept

New Aircraft Sales: An aircraft sales SASO engages in the sale of new aircraft through franchises or licensed dealerships (if required by local, county or State authority) or distributorship (either on a retail or wholesale basis) of an aircraft manufacturer or used aircraft; and provides such repair, services, and parts as necessary to meet any guarantee or warranty on aircraft sold.

Used Aircraft Sales: Many entities engage in the purchasing and selling of used aircraft. This is accomplished through various methods including matching potential purchasers with an aircraft (brokering), assisting a customer in the purchase or sale of an aircraft, or purchasing used aircraft and marketing them to potential purchasers. In many cases these SASOs also provide such repair, services, and parts as necessary to support the operation of aircraft sold. Some of the requirements may not be appropriate to the sale of used aircraft because of each aircraft's unique history.

Minimum Standards

(1) A SASO engaging in this activity shall provide necessary and satisfactory arrangements for repair and servicing of aircraft, but only for the duration of any sales guarantee or warranty period. The SASO shall provide an adequate inventory of spare parts for the type of new aircraft for which sales privileges are granted. The SASO who is in the business of selling new aircraft shall have available a representative example of the product.

(2) A SASO shall have in his employ, on duty during business hours, trained personnel in such numbers as are required to meet the Minimum Standards set forth in an efficient manner. The SASO shall also maintain, during all business hours, a responsible person in charge to supervise the operations in the leased area with the authorization to represent and act for and on behalf of the SASO, and to provide check ride pilots for aircraft sold.

(a) SASO shall operate the service in a minimum of five hundred (500) square feet of office space on the Airport and have immediate access to customer lounge, public telephones, and restrooms. Operator must lease or sublease a minimum tie down area to accommodate at least two (2) of the largest of the aircraft authorized for sale. If the operator leases hangar space for the storage of sale aircraft this provision is waived.

(b) Employ and have on duty at least one (1) qualified aircraft salesperson and access to a demonstration pilot that has a current commercial pilot certificate with appropriate aircraft type ratings.

(c) Keep premises open and services available a minimum of nine (9) hours daily, five (5) days a week.

Section 7 - Aircraft Airframe, Engine and Accessory Maintenance and Repair

Statement of Concept

An aircraft airframe, engine and accessory maintenance and repair SASO provides one or a combination of airframe, engine and accessory overhauls and repair services on aircraft up to annual inspections. This SASO may include all types of piston and turbine aircraft, business Jet aircraft and helicopters. This category shall also include the sale of aircraft parts and accessories.

Minimum Standards

(1) The SASO shall provide sufficient equipment, supplies, manuals and availability of parts equivalent to that required for certification by the FAA.

(2) The SASO shall have in its employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the Minimum Standards set forth in this category of services in an efficient manner, but never less than one person currently certificated by the FAA with ratings appropriate to the work being performed and who holds an airframe and power plant rating and is an inspector authorized by the FAA.

(a) Operate the service from a minimum of twelve thousand (12,000) square feet of ventilated hangar and shop space on the Airport and have immediate access to customer lounge, public telephones, and restrooms.

(b) Employ and have on-duty a minimum of two (2) FAA certified technicians who possess an airframe, power plant, or aircraft inspector rating, or the maintenance facility must be certified under 14 CFR Part 145.

(c) Keep premises open and services available a minimum of nine (9) hours daily, five (5) days a week. A technician shall also be available on-call twenty-four (24) hours a day, seven (7) days a week for emergency purposes only. If more than one (1) maintenance facility is located on Airport the on-call responsibility may be rotated on a mutually agreeable schedule as approved by the District.

(d) Provide equipment, supplies and parts required for aircraft airframe, power plant, inspection, tire, battery, oxygen, and other routine aircraft maintenance functions.

(e) Provide a waste oil receptacle within the immediate vicinity of the hangar(s). This receptacle shall be capable of holding a minimum of fifty (50) gallons, have secondary containment protection and be emptied at regular intervals and be in compliance with all regulatory requirements as

now or hereafter amended.

Section 8 - Aircraft Lease and Rental

Statement of Concept

An Aircraft lease and rental SASO engages in the rental or lease of Aircraft to the public.

Minimum Standards

Aircraft:

(1) The SASO shall have available for rental, either owned or under written lease, two (2) certificated and currently airworthy aircraft, one (1) of which must be a four-place aircraft, and one (1) of which must be equipped for and capable of flight under Instrument Flight Rules ("IFR").

(a) SASO shall operate the service in a minimum five hundred (500) square feet of office space on the Airport and have immediate access to customer lounge, public telephones, and restrooms. Arrange for or lease ramp or hangar space for Aircraft available for lease or rental.

(b) Employ and have on duty at least two (2) persons having a current commercial pilot certificate with appropriate ratings, including instructor rating.

(c) Keep premises open and services available a minimum of nine (9) hours daily, seven (7) days a week.

Section 9 - Flight Training

Statement of Concept

A flight training SASO engages in instructing pilots in dual and solo flight training, in fixed and/or rotary wing aircraft, and provides such related ground school instruction as is necessary and preparatory to taking a written examination and flight check ride for the category or categories of pilots' licenses and ratings involved.

Minimum Standards

(1) The SASO shall have available for use in flight training, either owned or under written lease to SASO, properly certificated aircraft, one (1) of which must be a four-place aircraft, and one (1) of which must be equipped for and capable of use in IFR conditions.

(2) The SASO shall have, on a full-time basis, at least two flight instructors who have been properly certificated by the FAA to provide the type of training offered.

(a) SASO shall operate the service from a minimum of five hundred (500) square feet of classroom and office space on the Airport and have immediate access to customer lounge, public telephones, and restrooms.

(b) A minimum of one certified flight instructor shall be on duty during business hours and one shall be available on call.

(c) Flight training operations shall include mock-ups, pictures, slides, filmstrips, movies, videotapes, or other training aides necessary to provide proper and effective ground school instruction. All materials shall meet FAA requirements for the training offered.

(d) Keep premises open and services available a minimum of nine (9) hours daily, seven (7) days a week.

Section 10 - Avionics, Instruments or Propeller Repair Station

Statement of Concept

An avionics, instrument, or propeller repair station SASO engages in the business of and provides a shop for the sales and repair of aircraft avionics, propellers, instruments, and accessories for General Aviation Aircraft. This category may include the sale of new or used aircraft avionics, propellers, instruments, and accessories. The SASO shall hold the appropriate repair station certificates issued by FAA for the types of equipment it plans to service and/or install.

Minimum Standards

(1) The SASO shall have in its employ and on duty during the appropriate business hours trained personnel in such numbers as are required to meet the Minimum Standards set forth in this category in an efficient manner but never less than one person who is a FAA rated radio, instrument or propeller repairman.

(a) SASO shall operate the service from a minimum of five thousand (5,000) square feet of ventilated hangar and shop space on the Airport and have immediate access to customer lounge, public telephones, and restrooms.

(b) Employ and have on-duty during business hours a minimum of two (2) persons, at least one (1) of which shall be an FAA certified radio, instrument or propeller technician.

(c) Keep premises open and services available a minimum of nine (9) hours daily, five (5) days a week.

(d) Provide equipment, supplies and parts required for avionics work.

Section 11 - Aircraft Charter and/or Air Taxi

Statement of Concept

An unscheduled or scheduled Air Charter or Air Taxi SASO engages in the business of providing air transportation (persons or property) to the general public for hire, on an unscheduled or scheduled basis under the Federal Aviation Regulations set forth in the Code of Federal Regulations CFR 14 Part 135.

Minimum Standards

(1) The SASO shall provide, either owned or under written lease to the SASO, not less than one (1) certified and airworthy single engine, four-place aircraft and one multi-engine aircraft, both of which must be certificated for IFR operations. Such SASO shall have and display a current FAR Part 135 Certificate.

(2) The SASO shall have in his employ and on duty during the appropriate business hours trained personnel in such numbers as are required to meet the Minimum Standards set forth in this category in an efficient manner but never less than two (2) persons who are FAA certified commercial pilots and otherwise appropriately rated to permit the flight activity offered by SASO. This SASO shall operate from the following type facilities:

(a) SASO shall operate the service from a minimum of five hundred (500) square feet of office space on the Airport and have immediate access to customer lounge, public telephones, and restrooms.

(b) Keep premises open and services available a minimum of nine (9) hours daily, five (5) days a week.

Section 12 - Aircraft Storage

Statement of Concept

An aircraft storage SASO engages in the rental of conventional hangars.

Minimum Standards

(1) The conventional hangar SASO shall have its facilities available for the tenant's aircraft removal and storage on a continuous basis.

(2) The SASO shall demonstrate that it can provide sufficient personnel trained to meet all requirements for the storage of aircraft with appropriate equipment. To include:

(a) Universal tow bars
(b) Aircraft tug or aircraft power tow
(c) Aircraft chocks and oil drip pans

(3) The SASO shall provide a 24-hour on call number for emergencies to the Airport and to the hangar tenants.

(4) A current list of tenants will be provided to the Airport on a quarterly basis.

(5) The SASO must provide and maintain restroom facilities for their tenants.

(6) The SASO must provide two parking spaces for each aircraft stored.

(7) Provide a waste oil receptacle within the immediate vicinity of the hangar(s). This receptacle shall be capable of holding a minimum of fifty (50) gallons, have secondary containment protection and be emptied at regular intervals and be in compliance with all regulatory requirements as now or hereafter amended.

(8) Lease the necessary amount of land to accommodate the proper quantity and required size of hangars. The minimum land area shall be at the sole discretion of the District and shall be dependent upon the number and size of hangars proposed.

(9) The SASO shall make hangar operator contact name and phone numbers, hangar availability, and rental rates known to prospective customers via posted informational sign inside the SASO’s leased area. A separate leased area is not required for this purpose.

(10) The SASO shall rent hangars primarily for aircraft storage purposes. Each based aircraft stored within the aircraft stored within the SASO’s hangar facilities must comply with the Rules and Regulations of the Airport.

Section 13 - Specialized Commercial Flying Services

Statement of Concept

A specialized commercial flying services SASO engages in air transportation for hire for the purpose of providing the use of aircraft for the following activities:

(a) Non-stop sightseeing flights that begin and end at the same airport.

(b) Aerial photography or survey.

(c) Power line or pipe line patrol.

(d) Aircraft management.

(e) Any other operations specifically excluded from Part 135 of the Federal Aviation Regulations.

Minimum Standards

(1) The SASO shall lease from the Airport or the FBO a building sufficient to accommodate all activities and operations proposed by the SASO but not less than the level stated below. The minimum areas in each instance shall be subject to the approval of the District. All SASOs shall demonstrate that they have the availability of aircraft suitably equipped for the particular type of operation they intend to perform.

(2) The SASO shall base at the Airport not less than one certified and airworthy Aircraft meeting all Federal and State requirements and regulations with respect to the type of operation to be performed.

(3) The District shall set the minimum insurance requirements as they pertain to the particular type of operation to be performed on a case by case basis. The minimum requirements shall be applicable to all operations of a similar nature. All SASOs will, however, be required to maintain the Aircraft Liability Coverage as set forth for all SASOs included in Appendix 1 hereto.

(4) The SASO shall have in his employ, and on duty during appropriate business hours, trained personnel in such numbers as may be required to meet the Minimum Standards herein, set forth in an efficient manner including at least one FAA rated pilot for the Aircraft to be used and type of operation to be performed.

(5) The SASO must provide, by means of an office or a telephone, a point of contact for the public desiring to use the SASO's services.

(a) Operate the service from a minimum of five hundred (500) square feet of office

space on the Airport and have immediate access to customer lounge, public telephones, and restrooms.

(b) Keep premises open and services available a minimum of nine (9) hours daily, five (5) days a week.

Section 14 - Multiple Services

Statement of Concept

Multiple services SASOs engages in any two or more of the aeronautical services for which Minimum Standards have been herein provided.

Minimum Standards

(1) The SASO shall comply with the aircraft requirements, including the equipment thereon for each aeronautical service to be performed except that multiple uses can be made of all aircraft owned or under lease by SASO except aircraft used for crop dusting, aerial application, or other commercial use of chemicals.

(2) The SASO shall provide the facilities, equipment and services required to meet the Minimum Standards as herein provided for all aeronautical service the SASO is performing. If Minimum Standards are inconsistent with the Minimum Standard for another activity, then the Minimum Standard that is stricter or imposes a higher standard shall apply.

(3) The SASO shall obtain, as a minimum, that insurance coverage which is equal to individual insurance requirements of all aeronautical services being performed by SASO.

(4) The SASO shall have in its employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the Minimum Standards for each aeronautical service the SASO is performing as herein provided. Multiple responsibilities may be assigned to meet the personnel requirements for each aeronautical service being performed by the SASO.

Section 15 - Flying Clubs

Statement of Concept

A Flying Club is a non-commercial and nonprofit entity organized for the purpose of providing its members with any number of Aircraft for their personal use and enjoyment. Aircraft must be vested in the name of the Flying Club owners on a pro-rata share, and the Flying Club may not derive greater revenue from the use of the Aircraft than the cost to operate, maintain, and replace the Aircraft.

Minimum Standards

(1) The SASO will maintain a current list of all members with addresses, telephone numbers and investment share held by each member.

(2) When requested by the President/CEO or designee, a Flying Club will make available for inspection club membership lists, club bylaws and rules and a listing of club aircraft models and registration numbers.

(3) A Flying Club's aircraft shall not be used by other than bona fide members for rental and by no one for hire. Student instruction may be given in club aircraft to club members provided such instruction is given on a non-commercial basis or by an FBO providing flight training under written Lease with the District in accordance with the District's rules and Regulations and Minimum Standards.

Section 16 - SASOs Subleasing from Another Commercial SASO

Prior to executing an Agreement or Sublease, the Lessee and proposed Sublessee shall obtain the written approval of the District for the SASO business proposed which approval may be withheld. Said Sublease shall define the type of business and service to be offered by the Sublessee.

Any Sublessee shall meet all the Minimum Standards established by the District for the categories of services to be furnished. The Minimum Standards may be met in combination between Lessee and Sublessee. The Sublease Agreement shall specifically define those services to be provided by the Lessee to the Sublessee that shall be used to meet the Minimum Standards.

A SASO subleasing an activity to another SASO shall not also engage in that same activity except upon a separate Permit issued by District for that purpose.

Section 17 – Commercial Passenger Air Carrier Line Maintenance Services

Statement of Concept

A Commercial Air Carrier Line Maintenance Services SASO is a person, firm, corporation, or other entity that provides routine and non-routine line maintenance in accordance with an Air Carrier's instructions and procedures. These SASOs are mobile and often provide their services from a step van that is a well-equipped mobile workshop.

Minimum Standards

(1) The SASO's actual facilities will depend on the services rendered to the Air Carrier and the availability of space at the Airport. Equipment parking needs will likewise be handled individually. However, due to the limited space for equipment and vehicle parking airside, all vehicles are to be removed from all airside locations between service calls.

(2) Unless otherwise supplied by the Air Carrier, the SASO shall provide all tools and equipment required to perform the services outlined in the SASO's contract with the Air Carrier.

(3) The SASO will provide certification from the Air Carrier to the District in writing that the SASO is qualified and properly trained to perform the services required.

(4) The SASO shall provide services in a timely manner during the hours specified by the Air Carrier.

(5) The SASO shall have in its employ, and on duty during the appropriate business hours, sufficiently trained personnel to meet the Air Carrier's requirements.

(6) The SASO shall have a duly appointed supervisor during business hours with the authority to represent and act for and on the behalf of the SASO.

(7) All employees will be in uniform with the name of the company prominently displayed.

(8) The SASO shall provide the District with a signed copy of all agreements or contracts with an airline(s) serving the Airport.

(9) The SASO shall advise the District within five (5) working days of any changes in their agreement(s) or contract(s) with any airline(s).

Section 18 – Commercial Cargo Air Carrier Line Maintenance Services

Statement of Concept

A Commercial Cargo Air Carrier Line Maintenance Services SASO engages in line maintenance for scheduled or unscheduled air cargo carrier aircraft operating at the Airport.

Minimum Standards – Single Airline or Aircraft Operator:

(1) The SASO shall provide not less than one (1) qualified and certified employee to work on the airline or aircraft operator's specific aircraft operating at the Airport.

(2) The SASO shall have all the necessary equipment and tools to work on the specific aircraft operating at the Airport.

Minimum Standards – Multiple Airlines or Aircraft Operators:

(1) The SASO shall operate the service from a minimum of five hundred (500) square feet of space on the Airport.

(2) The SASO shall provide not less than one (1) qualified and certified employee on duty either at the Airport or on call in accordance with the hours of operation.

(3) The SASO shall have all the necessary equipment and tools to work on commercial aircraft scheduled to the Airport.

(4) The SASO shall have on-airport personnel from the hours 4:30 a.m. to midnight daily and be able to respond within 30 minutes of a call to the airport between the hours of midnight and 4:30 a.m. daily.

Section 19 - Commercial All Cargo Aircraft Ground Handling Services

Statement of Concept

A Commercial All Cargo Aircraft Ground Handling Services SASO engages in commercial cargo ground handling services on scheduled or unscheduled cargo aircraft operating at the Airport.

Minimum Standards

(1) The SASO shall operate the service from a minimum of forty thousand (40,000) square feet of warehouse space and three thousand (3,000) square feet of office on the Airport.

(2) The SASO shall provide sufficient trained staffing at the Airport during the hours of operation with following certifications:

- DG Cat 6
- ISAGO or airline training
- ACMR

(3) The SASO shall have all of the necessary equipment and tools to service commercial cargo aircraft scheduled to the Airport, excluding into-plane delivery of fuel that will be provided by the FBO. However, at a minimum, the SASO shall have the following equipment on-airport:

- (2) 75,000 lb. DBP pushback tractors
- (5) 5,000 lb. DBP tow tractors
- (50) PMC/PAG compatible cargo dollies
- (10) PGA/PRA compatible cargo dollies
- (2) baggage carts
- (50) PMC/PAG static racks
- Dolly height transfer deck system with landside roller bed loading/unloading capability
- Widebody aircraft belt loaders
- (2) loaders capable of servicing main and lower decks of a widebody freighter aircraft
- (2) 2-ton forklifts
- (1) 5-ton forklifts
- (1) 10-ton forklifts
- 7.5-ton 10’ cargo pancake scale
- (1) 15-ton 20’ cargo pancake scale
- Dual plug 120 KVA GPU
- 270 PPM ASU
- A/C cart
- (1) lavatory cart

- Potable water cart
- (2) de-icing trucks
- Widebody aircraft crew stairs
- Narrow body aircraft crew stairs
- B-747 tailstand
- B-747 towbars
- B-737 towbars
- B-777/767 towbars
- B-727 towbar
- MD-11/DC-10 towbar
- A-330/340 towbar

(4) The SASO shall have on-airport warehouse personnel from the hours 6:00 a.m. to 10:00 p.m. daily and provide ramp service hours 24 hours per day.

Section 20 – Fixed Base Operator (FBO)

District has elected to utilize its Exclusive Right as permitted by FAA to provide this service(s) at the Airport.

Section 21 – Self-Fueling

District has developed Self-Fueling guidelines to govern self-fueling at the Airport. These guidelines are designed and intended to facilitate a safe and efficient operating environment for all Airport users.

Pursuant to these guidelines, only the FBO is authorized to provide any type of retail or commercial fueling. All other fueling activity is prohibited, unless conducted in accordance with these guidelines and associated approvals.

The Airport does not have any designated areas for Self-Service Fuel Pumps at this time. The District reserves the right to designate such areas if its in the operational interest and benefit to GSP.

General Requirements

No Transient User shall perform Self-Fueling at any time.

Fuel storage tanks are not permitted on any leasehold.

Fuel containers of any size are not permitted inside any Hangar at any time.

An Authorized Party may perform Self-Fueling at GSP pursuant to the following:

- is a Based Tenant at GSP;
- executes a Self-Fueling Permit with the District;
- executes a Self-Fueling Commingling and Fuel Storage Agreement with the District;
- complies with the requirements set forth in these guidelines (and any amendments thereto);
- uplifts at least xx,xxx gallons annually at GSP; and
- maintains fuel inventory levels within the minimum and maximum amounts designated by the District at the District's Fuel Farm.

An Authorized User shall comply with all applicable requirements and any amendments thereto, the Self-Fueling Permit, and any and all other rules, regulations, laws, policies, and applicable standards governing use and access to the Airport including but not limited to 14 CFR Part 139 and 49 CFR Part 1542, and Airport policies. Failure to comply with all applicable requirements will result in suspension or termination of the Self-Fueling Permit. The terms of the guidelines, as modified or amended at the sole discretion of the District, as well as all other applicable rules and regulations, shall be deemed to be a part of each Self-Fueling Permit unless otherwise provided in the Self-Fueling Permit.

Except as may be prohibited by other provisions and any other applicable law, a Based Tenant of one or more aircraft who desires to conduct Self-Fueling must apply for and must execute a Self-Fueling Permit prior to the performance of any Self-Fueling. Self-Fueling shall be allowed only after the Authorized User, and/or the Authorized User's bona fide employee(s) have completed the training and complied with the requirements as set forth in these guidelines.

The District reserves the right to impose additional conditions on Self-Fueling through the Self-Fueling Permit, based on the specific circumstances of an Authorized User's operations.

Self-Fueling Restrictions
Self-Fueling cannot be contracted out to another party, and contracting of Self-Fueling activities is prohibited. Cooperative activities and the sharing of employees, Fueling Equipment, resources, or Fuel with other users is also prohibited.

An Authorized User must arrange for transportation of its own Fuel in compliance with Section XX [Transportation of Fuel] below and dispense the Authorized User's own Fuel. Self-Fueling is permitted into aircraft only.

Commercial or retail dispensing of Fuel products under a Self-Fueling Permit is prohibited.

Ownership of Aircraft and Fueling Equipment
The aircraft being fueled must be owned, managed, used or operated under an exclusive lease agreement with a term of (1) year or more, by the Authorized User or fully owned by an entity with identical ownership as the Authorized User, and identified in the Self-Fueling Permit. An aircraft qualifies as an exclusively leased aircraft if title is held by the entity and use and control is exclusive and pursuant to a lease with a remaining term of one (1) year or more. The Authorized User shall notify the President/CEO or designee and provide updated proof of ownership documentation reflecting any changes in status of ownership of aircraft, exclusive lease agreement, or Fueling Equipment within ten (10) business days of the change or within one day of proof of ownership from the FAA, whichever is earlier. If as a result of the change in ownership, the Authorized User no longer has any aircraft identified on the Self-Fueling Permit, then the Self-Fueling Permit shall automatically terminate in ninety (90) days unless, within that ninety (90) days, the Authorized User notifies the President/CEO or designee of a replacement aircraft owned by the Authorized User or exclusively leased by the Authorized User with a remaining term of one (1) year or more.

Fueling Equipment
(1) Compliance with Laws: The Authorized User shall, at its own expense, own, maintain, and operate all Fueling Equipment in accordance with applicable federal, state, and local

laws, rules, policies, and regulations and requirements, including State of South Carolina and local fire code regulations. The Authorized User shall provide evidence of compliance to the President/CEO or designee upon request at any time and as part of any application for a Self-Fueling Permit.

(2) Pre-Approval and General Requirement: The Authorized User shall not place any Fueling Equipment on the property nor in operation without prior written approval of the President/CEO or designee. Authorized User must obtain all applicable permits and approvals from the city, state, and federal authorities and any other appropriate entities prior to placing and operating Fueling Equipment. All Fueling Equipment must meet the requirements of these guidelines. Unauthorized storage of Fueling Equipment is not permitted on the Airport.

(3) Fuel Storage: The Authorized User's fuel must be stored at the District's Fuel Farm and dispensed into District approved Refueler Trucks owned by the Authorized User. Refueler Trucks must be parked in District designated spaces which will be subject to lease space fees. All Refueler Trucks must have fuel containment procedures in place when left unattended.

Procedures
(1) Location: Self-Fueling locations are restricted to the specific locations as designated and described in the Self-Fueling Permit.

(2) Standard Operating Procedures: The Authorized User shall develop and maintain Standard Operating Procedures ("SOP") for Self-Fueling operations and shall ensure compliance with relevant standards set forth in FAA Advisory Circular 00-34B "Aircraft Ground Handling, Servicing, and Marshalling."

The SOP shall address bonding and fire protection, public protection, control of access to the Fueling Equipment, and marking and labeling of fuel dispensing equipment. The SOP shall be submitted to the President/CEO or designee upon request. Authorized User shall also comply with FAA Advisory Circular 150/5230-4C "Aircraft Fuel Storage, Handling, and Dispensing on Airports," all other applicable local, state, and federal laws and regulations related to Fueling, including the handling, dispensing, sale, and storage of Fuel, and NFPA 407.

Prior to making any fueling connection to an aircraft, the Fueling Equipment shall be bonded to the aircraft by use of a cable, thus providing a conductive path between the Fueling Equipment and the aircraft. The bond shall be maintained until fueling connections have been removed.

When fueling over wing, the nozzle shall be bonded with a nozzle bond cable having a clip

or plug to a metallic component of the aircraft that is mechanically connected to the tank filler port. The bond connection shall be made before the filler cap is removed. If there is no plug receptacle or means for attaching a clip, the Permittee shall touch the filler cap with the nozzle spout before removing the cap in order to equalize the potential between the nozzle and the filler port. The spout shall be kept in constant contact with the filler neck until fueling is completed.

Transfer of Fuel into an aircraft from a Fuel tanker shall be governed by these same requirements, including the need for a drop tube if vehicle 100 low lead fuel is being used. Positive control of Fuel flow must be maintained at all times. Pouring of fuel in over wing fueling operations shall not be permitted from a container with a capacity of more than six (6) gallons.

In over wing fueling operations, the dead man control device shall be located on the nozzle. Hold-open devices are prohibited for all Fueling Equipment.
Fueling Equipment shall not be positioned within a ten (10) foot radius of aircraft fuel system vent openings. During over wing aircraft fuel servicing where aircraft fuel system vents are located on the upper wing surface, Fueling Equipment shall not be positioned under the trailing edge of the wing.

Cell phones, radios, transmitters, receivers, or any other electrical appliances shall not be switched on or off during Fueling operations.

Hot fueling of helicopters, except as provided under NFPA regulation, is prohibited. Aircraft shall not be fueled while any aircraft engine is running except in accordance with NFPA 407 Section 5.21.2 requirements, or while being warmed by applications of exterior heat. No fueling operation may be conducted in a hangar or building. Fueling while passengers are on board is prohibited unless, where applicable, a passenger loading ramp is in place at the cabin door of the aircraft, the aircraft door is in the open position and a member of the flight crew is present at or near the cabin door.

Fueling is prohibited when an individual is smoking within one hundred (100) feet of the aircraft. Open flames within one hundred (100) feet of any Fuel servicing operation, Fueling Equipment, or within the Airport Operations Area are prohibited. This shall include but not be limited to the following: lighted cigarettes, cigars or pipes; heaters; heat-producing, welding, or cutting devices and blowtorches; and open flame lights. No Person may use any material during Fueling operations that are likely to cause a spark or be a source of ignition.

Fueling personnel shall familiarize themselves with appropriate guidelines pertaining to Fueling operations during inclement weather.

(3) Transportation of Fuel: The transportation of Fuel onto the Airport by the Authorized User by any means for the purpose of commercial into-plane Fueling is prohibited.

Only commercially-recognized fuel suppliers may transport Fuel onto the Airport for the purpose of delivering Fuel into storage tanks that have been approved by the District.

To ensure safety and adequate infrastructure support, all Fuel tankers must follow the Airport access and route directions as provided by the President/CEO or designee and safety and security requirements including, but not limited to, security badging and escorting for access onto the airfield as well as insurance and indemnification requirements for all Fuel delivery transport onto the Airport. All Fuel deliveries must take place in a location designated by the President/CEO or designee.

(4) Spills: The Authorized User shall maintain and provide to the President/CEO or designee a current copy of its Fuel spill prevention, control and countermeasures plan ("SPCC") as well as copies of other environmental documents related to spills as may be required by law. Pursuant to the Authorized User's, Self-Fueling Permit, these guidelines, all fuel spills, regardless of size or location, must be reported to the President/CEO or designee. The Authorized User must have Fuel spill containment materials available prior to any fueling operation.

Personnel, Training/Safety/Inspections

Only the Authorized User and/or its bona fide employee(s) are authorized to Self-Fuel under a Permit. In accordance with FAA policy, the District reserves the right to request documentation from the Authorized User to ascertain whether any individual is a bona fide employee authorized to Self-Fuel under Self-Fueling Permit. The District may consider a number of factors, including the terms of any contract between the Authorized User and the individual, whether the Authorized User provides an IRS Form W-2 to the individual, and the type of work performed by the individual. The Authorized User must demonstrate ultimate and direct control over the work. The Authorized User will bear the burden of demonstrating to the District that it exercises sufficient control over the individual to meet this requirement.

All individuals conducting Self-Fueling shall be trained in safe and proper fueling procedure, including the handling and dispensing of Fuel. Initial and recurrent training shall be completed and updated in accordance with FAA Advisory Circular 150/5230-4C "Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports."

Training curriculum must be provided to the President/CEO or designee upon request, and certification of training completion must be provided to the President/CEO or designee for each Authorized User and/or bona fide employee conducting Self-Fueling at the time the initial training has been completed or updated, by January 1 of each year, and any other

time the President/CEO or designee requests said information. Other training records for all Authorized Users and bona fide employees must be maintained by the Authorized User and provided to the President/CEO or designee upon request.

In addition, all individuals conducting Self-Fueling must be familiar with the requirements of these guidelines and all other related and applicable laws and regulations.

Insurance Requirements
At all times while Self-Fueling, Authorized User shall provide coverage with limits of liability not less than those stated below:

- Aircraft and Aviation Premises Liability – including coverage for owned and non-owned aircraft. Policy shall include bodily injury and property damage coverage. $X,000,000 per occurrence

- Motor Vehicle Liability – including coverage for bodily injury or damage to the property of others caused by the operation of an automobile, truck, and/or any other motor vehicle owned/leased/borrowed by the Permittee. $X,000,000 Combined Single Limit

- Environmental/Pollution Liability – including coverage for bodily injury or property damage arising out of the actual or alleged release, dispersal, discharge, etc. of Fuel and other pollutants relating to Permittee's Self-Fueling.
  $X,000,000 per occurrence
  $X,000,000 aggregate

All insurance policies shall be endorsed to include the following additional insureds language: "The Greenville-Spartanburg Airport District shall be named as an additional insured with respect to liability arising out of the use of Airport premises".

The District shall be an additional insured to the full limits of liability purchased by the Authorized User even if those limits of liability are in excess of the limits listed above.

The Authorized User's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

Coverage provided by the Authorized User shall not be limited to the liability assumed under the indemnification provisions of the Self-Fueling Permit.

Each insurance policy shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the District. Such notice shall be sent directly

to the President/CEO or designee and shall be sent by electronic mail or by hand delivery. All insurance must be written by an insurance company authorized to do business in the State of South Carolina.

All certificates and endorsements are to be received and approved by the District before a Self-Fueling Permit is issued. Each insurance policy must be in effect at or prior to the issuance of a permit and shall remain in effect for the duration of the Self-Fueling Permit. Upon Authorized User's failure to maintain the insurance policies or to provide evidence of renewal, the District reserves the right to suspend Self-Fueling privileges or terminate any Self-Fueling Permit.

All insurance certificates shall be sent to the President/CEO or designee. The Self- Fueling Permit number and description shall be noted on the certificate of insurance. The President/CEO or designee reserves the right to require complete, certified copies of all insurance policies at any time.

The President/CEO or designee, whose decision shall be final, may make any modification or variation from the insurance requirements. Such action will not require a formal Permit amendment but may be made by administrative action.

In addition to the types and amounts of insurance required above, each Authorized User shall at all times maintain all other insurance as the President/CEO or designee may reasonably determine to be necessary for Authorized User's activities. Insurance amounts may increase in the future as determined by the President/CEO or designee.

Indemnification

The Authorized User shall agree to defend, indemnify, and hold harmless the District, its departments and divisions, and its employees, officials, and agents, from any and all claims, liabilities, expenses or lawsuits as a result of the Authorized User's Self-Fueling and related activities, whether said claims, liabilities, expenses or lawsuits arise by the acts or omissions of the Authorized User or his/her agents, or whether by the acts or omissions of third parties. The Authorized User further shall agree to release and discharge the District, its departments and divisions, its agents, officials, and employees, and any and all persons legally responsible for the acts or omissions of the District, from any and all claims which the Authorized User has or may have against the District, its agents, officials, or employees, arising out of or in any way connected with the Authorized User's use of Airport premises.

Disposal

Authorized User shall conduct the lawful, sanitary, and timely handling and disposal of all solid waste, regulated waste, and other materials including, but not limited to, sump fuel, used oil, solvents, and other regulated waste.

Fees

(1) Administration Application Fee: One Administration Application Fee of $1,000 shall be paid at the time of a Self-Fueling application by an applicant for costs associated with the review and processing of the Self-Fueling application, preparation and execution of a Self-Fueling Permit, and any required lease amendment.

(2) Fuel Flowage Fee: Authorized User shall pay the current flowage fee per gallon as determined by the President/CEO or designee. The process and procedures for payment of these fees shall be set forth in the Self-Fueling Permit.

(3) Fuel Throughput Fee: Authorized User shall pay the current Fuel Throughput Fee per gallon as determined by the President/CEO or designee. The process and procedures for payment of these fees shall be set forth in the Self-Fueling Permit.

(4) Fuel Storage Administrative Fee: Authorized User shall pay the current Fuel Storage Administrative Fee per gallon as determined by the President/CEO or designee. The process and procedures for payment of these fees shall be set forth in the Self-Fueling Permit.

(5) FBO Services Bypass Fee: Authorized User shall pay the current FBO Services Bypass Fee per gallon as determined by the President/CEO or designee. The process and procedures for payment of these fees shall be set forth in the Self-Fueling Permit.

Records and Auditing

Authorized User shall keep true and accurate records of its Self-Fueling operations and comply with the records and audit provisions of the Self-Fueling Permit. Fuel purchasing and dispensing records shall be made available to the President/CEO or designee upon request.

Application for Self-Fueling Permit

(1) Application Processing: Any Based Tenant wishing to perform Self-Fueling must submit an application together with the required fee, on the form provided by the District, to the President/CEO or designee by electronic mail.

The application will be reviewed by the District.

Final approval for Self-Fueling activity and execution of a Self-Fueling Permit rests with the President/CEO or designee, which will not unreasonably withhold, if the requirements of the Authorized User's Lease, Airport Policies, and the Self-Fueling Permit have been met.

(2) Required Documentation: Prior to the delivery and use of Fueling Equipment, an applicant for Self-Fueling shall, at a minimum, submit the following documentation with

the above-referenced application:

- A description of Fueling Equipment and method of dispensing Fuel;
- A list of the applicant's bona fide employees who will be conducting Self Fueling, together with any other documentation requested by the President/CEO or designee to verify the employment status of those individuals; and
- Copies of applicable FAA Aircraft Registration Certificates or aircraft lease agreements for the listed aircraft that will be eligible for Self-Fueling.

If either or both of the above-mentioned Fueling Equipment or aircraft are registered in the name of a corporation, limited liability company, limited partnership, or general partnership, one of the following will be provided:

- If registered in the name of a corporation, a copy of the Articles of Incorporation as filed with the State of South Carolina;
- If registered in the name of a limited liability company, a copy of the Articles of Organization filed with the State of South Carolina;
- If registered in the name of a limited partnership, a copy of the Certificate of Limited Partnership filed with the State of South Carolina; or
- If registered in the name of a general partnership, a copy of the written partnership agreement.

After the Permit is issued, but prior to any aircraft fueling, an applicant shall submit the following documentation to the President/CEO or designee to obtain authorization to conduct Self-Fueling activities:

- An original copy of a Certificate of Insurance, in the types and amounts outlined in the Self-Fueling Permit and the Authorized User's lease, naming the District as an additional named insured;
- Certification of training completion for each individual who will be conducting Self-Fueling; and
- A copy of the proof of ownership documentation for any applicable Fueling Equipment.

- (3) Application Denial: The District may deny an application for reasons including but not

limited to the following:

- The application is incomplete or does not meet the requirements of these guidelines;
- The proposed activities are likely to create a safety hazard or impede operations at the Airport;
- The activities will require the District to expend funds, or to supply labor or materials as a result of the applicant's activities;
- The applicant or any of its principals has knowingly made any false or misleading statements in the course of applying for this or any previously sought Self-Fueling Permit;
- The applicant or any of its principals has a prior record of violating federal, state, or local laws including those of the District or FAA, or is in default of payments due and owing to the District;
- The applicant has a history in the prior twenty-four (24) months of failing to make timely payments to the District;
- The applicant has not submitted or is unable to submit appropriate documentation supporting the proposed activity; or
- The proposed Self-Fueling location would be inconsistent with the District's plans for development of the Airport.

Approvals

Authorized User shall obtain and maintain in force and effect, at Authorized User's sole cost, all permits, licenses, and similar authorizations for all Self-Fueling activity, as required by any governmental authority having jurisdiction over such activity or the siting of any Fueling Equipment. Authorized User's failure to maintain such permits, licenses, and similar authorizations shall not relieve Authorized User from the performance of its obligations under the Self-Fueling Permit.

Suspension or Termination of the Self-Fueling Permit

The Self-Fueling Permit is subject to suspension and termination as set forth in the Self Fueling Permit. Upon termination of the Self-Fueling Permit, all Fueling Equipment must be, at Authorized User's sole cost, removed in compliance with all applicable laws and regulations.

A Self-Fueling Permit is subject to immediate suspension or revocation for any serious or repeated violation of any terms of the Permit, without limitation:
Failure to make payments in the amounts and at the times specified in the Permit;

- Operation of any unauthorized commercial aviation activity, selling or attempting to sell fuel to any entity, or fueling of any aircraft other than the Authorized User's authorized aircraft;

- Serious or repeated violations of any safety or environmental procedure specifically enumerated in the Self-Fueling Permit, the guidelines, the Airport Policies, or any applicable federal, state, county or local law, or standards;

- Failure to comply with any federal, state, local laws or ordinances, or Airport Policies;

- Discontinuance of Self-Fueling for a period of sixty (60) days;

- Lapse of any form of required insurance; or

- Failure to report timely and accurate records.

Appeal Process
The applicant shall have the ability to appeal the denial of the application by the President/CEO or designee, and the Authorized User shall have the ability to appeal the suspension or revocation of a Self-Fueling Permit or any other action taken against said permit, subject to the following provisions:

- The appellant must provide written notice of appeal to the President/CEO or designee within ten (10) business days of said denial, suspension, or revocation;

- The notice of appeal will be forwarded to the Airport Commission who will hold a due process hearing to consider the appeal;

- The appellant will have the right to be represented by counsel at said hearing and to call and cross examine witnesses;

- The appellant shall be present at the hearing to justify the appeal. If the appellant is not present, the District's denial, suspension, revocation, or any other action being appealed shall remain unchanged;

- The decision of the Airport Commission shall be final.

Conflicting Regulations

Where a conflict exists between any of the regulations, limitations, or restrictions prescribed or adopted hereunder or with a provision of the zoning, building, safety, fire, health or other ordinances, the higher standard and more stringent limitation or requirement for the promotion and protection of the health and safety of the people shall govern and prevail as determined by the Airport Commission. The definition of conflicting regulations shall include laws, ordinances, regulations, contracts and agreements.

Assignment

Authorized User shall not assign any of its rights or obligations under a Self-Fueling Permit. Any attempt to assign, sell, transfer or encumber the Self-Fueling Permit shall be void ab initio and grounds for immediate termination of the Self-Fueling Permit.

Non-Exclusive Rights

Nothing contained in a Self- Fueling Permit shall be construed to grant or authorize the granting of an exclusive right within the meaning of 49 U.S.C. §40103(e). Self- Fueling Permits are non-exclusive and nothing herein shall prohibit the District from permitting other users to enter into similar arrangements with the District, and the District expressly reserves the right to do so.

Environmental Responsibility and Compliance

Authorized User shall comply with all Environmental Laws in its performance of Self-Fueling and activities on the Airport.

If an Authorized User is deemed to be a generator of hazardous waste, as defined by Environmental Law, Authorized User shall obtain an EPA identification number and the appropriate generator permit and shall comply with all Environmental Laws imposed upon a generator of hazardous waste including, but not limited to, ensuring that the appropriate transportation and disposal of such materials are conducted in full compliance with Environmental Law.

Authorized User shall notify the Greenville-Spartanburg International Airport Fire Department and the President/CEO or designee immediately of (a) any Fuel leakage or spill of two (2) gallons or greater or (b) spill of Hazardous Materials. Permittee shall provide a written fuel and oil spill report to the President/CEO or designee of any fuel leakage or spill of one (1) gallon or greater within seventy-two (72) hours of the occurrence or in the event any substance enters into a storm drain system. Authorized User will use approved forms provided by the District. Authorized User shall immediately clean up any spill or leak of any Fuel or Hazardous Material.

If the District receives a notice from any governmental authority asserting a violation by Authorized User of any Environmental Law, or if the District otherwise has reasonable

grounds upon which to believe that such a violation has occurred, the District shall have the right, but not the obligation, to enter the area designated for Authorized User's Self-Fueling, and perform environmental site assessments for the purpose of determining whether there exists any environmental condition that could result in any liability, cost or expense to the District. If Authorized User receives a Notice of Violation or similar enforcement action or notice of noncompliance, Authorized User shall provide a copy of same to the District within three (3) days of receipt by Authorized User.

Upon any expiration or termination of a Self-Fueling Permit, Authorized User shall demonstrate to the District's reasonable satisfaction that Authorized User has removed any Hazardous Materials and is in compliance with applicable Environmental Laws. Such demonstration may include, but is not limited to, independent analysis and testing to the extent that facts and circumstances warrant analysis and testing. Authorized User shall bear all costs and responsibility for the required clean up, and shall hold the District harmless therefrom.

Severability

If any of the terms, rules, regulations or restrictions in these guidelines are ruled invalid or unenforceable by any court or agency of competent jurisdiction, then the remaining terms, rules, regulations or restrictions shall remain in full force and effect.

Subordination

Any rights herein granted to the Authorized User are subject and subordinate and/or junior to any rights of the Federal Government concerning the District's ownership, management, and operation of the Airport including, but not limited to, any rights accruing to the Federal Government as a condition of federally assisted grant programs accepted by the District.

Term of Permit

The term of a Self-Fueling Permit issued hereunder shall be for one (1) year in duration and renewable thereafter on an annual basis.

Revisions of Self-Fueling Guidelines

The District reserves the right to add, change, modify or delete any guidelines as necessary.

Appendix 1

Minimum Insurance Policy Limits for SASO's (Risk analysis to be determined by the District's Risk Management Department)

Type of Insurance	Minimum Limits	When Needed
Aircraft Liability	Risk Analysis	Owned or leased aircraft
Workers' Compensation	Statutory	Statutory
Non-owned Aircraft	Risk Analysis	flying non-owned aircraft
Airport Premises Liability	Risk Analysis	Airport premises are leased by tenant
Products & Completed Ops	Risk Analysis	Aircraft repair or service fuel and oil sales, aircraft sales, avionics repair, aircraft parts sales, and manufacturing.
Builder Risk	Risk Analysis	Construction projects
General Liability Including Contractual Liability	Risk Analysis	Hold harmless and indemnification agreement is includes in a lease.
Hangar Keepers Liability	Risk Analysis	Non-owned aircraft are in the care, custody or control of the tenant while on the ground
Property Insurance	Replacement Value	Covers physical damage of lease hold premises damage to premises leased from the airport.
Automobile Liability	Statutory minimum	Owned and non-owned licensed vehicles are driven on the airport premises.
Environmental	Risk Analysis	Investigate State and Federal

Each SASO shall maintain the types and amounts of insurance as specified in the lease or agreement to adequately cover the respective categories of aeronautical services provided and to meet all District insurance requirements. Each SASO shall at all times maintain the following applicable types of insurance reflecting minimum coverages of $5,000,000.00 per occurrence: commercial general liability, personal injury, contractual liability, automotive liability, aircraft liability, hangar keeper's liability, products-completed operations liability, and environmental clean-up liability insurance.

Each SASO shall maintain at all times fire and extended property coverage for all improvements and fixtures on SASO premises in an amount not less than the full replacement cost of same improvements and fixtures. In addition, each SASO shall maintain at all times the amount of workman's compensation insurance as required by State law. All insurance standards are minimums only and actual requirements may be adjusted by the District according to the scope of services provided by a SASO.

Each SASO shall provide the District with a certificate of insurance annually. All insurance policies shall contain indemnification and hold harmless language that covers the District,

Airport and its employees, as additional insured with respect to liability arising from activities performed by or on behalf of the SASO.

Appendix 2

Minimum Requirements for a Business Plan:

1. List all services that are proposed to be offered.

2. Details on the amount of land desired to lease.

3. Building space that will be constructed or leased.

4. Number of aircraft that will be provided.

5. Equipment and special tooling to be provided.

6. Number of persons to be employed.

7. Short resume for each of the owners and financial backers.

8. Short resume of the manager of the business (if different from "7" above) including this person's experience and background in managing a business of this nature.

9. Periods (days and hours) of proposed operation.

10. Amounts and types of insurance coverage to be maintained (see requirements in Minimum Standards).

11. Evidence of the projections for the first year and the succeeding four (4) years.

12. Methods to be used to attract new business (advertising and incentives).

13. Amenities to be provided to attract business.

14. Plans for physical expansion, if business should warrant such expansion.

GREENVILLE-SPARTANBURG

AIRPORT DISTRICT



MINIMUM STANDARDS

FOR COMMERCIAL

AERONAUTICAL SERVICE PROVIDERS

Adopted: June 24, 2019

Revised: September 21, 2026

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Section 1 - Preamble and Policy

These Minimum Standards for Commercial Aeronautical Service Providers ("Minimum Standards") have been formulated and adopted by the Greenville-Spartanburg Airport District (the "District") for the Greenville-Spartanburg International Airport, hereinafter referred to as "Airport". This supersedes all previous documents of its kind and was officially adopted on June 24, 2019.

These Minimum Standards are intended to be the minimum threshold entry requirements for those wishing to provide commercial aeronautical services to the public and to ensure that those who have undertaken to provide commodities and services as approved are not exposed to unfair or irresponsible competition.

These Minimum Standards were developed taking into consideration the aviation role of the Airport, facilities that currently exist at the Airport, services being offered at the Airport, and the future development planned for the Airport, and to promote fair competition. The uniform application of these Minimum Standards, containing the minimum levels of service that must be offered by the prospective service provider, protects the established aeronautical activity and Airport patrons and enhances the public interest by both encouraging growth of business at the Airport and discouraging substandard operations.

These standards were developed in accordance with the Federal Aviation Administration ("FAA") Advisory Circular 150/5190-7, dated August 28, 2006. The Airport will annually review and regularly update this document as necessary as required by activities on the Airport or as regulations are changed. Any existing commercial aeronautical service provider currently under a fully executed and approved lease will not be required to meet the standards until at such time that the service provider's lease with the Airport is modified, renewed, or a change in the service provider's ownership of 51 percent or more occurs.

These Minimum Standards shall apply to all Commercial Aeronautical Service Providers, with the exceptions noted below. These Minimum Standards do <u>not</u> apply to:

- The District itself;
- Certificated air carriers providing scheduled passenger and/or cargo service operating under a separate lease and/or agreement with the Airport;
- Non-aeronautical commercial service providers such as restaurants, rental cars, concessions, taxis, Airport shuttles, etc., located on or otherwise serving the Airport;
- Non-commercial Airport tenants, including private aircraft owners and operators operating under 14 CFR Part 91, except as noted below;

-

- Aircraft operators and service providers that are not based at the Airport but that use the Airport on a transient or itinerant basis and comply with all other applicable rules, regulations, and procedures of the District.

Section 2 - Definitions

2.1 Aircraft

(1) Aircraft - any device used or designed for navigation or flight in the air including, but not limited to, an airplane, sailplane, glider, helicopter, gyrocopter, ultra-light, balloon, or blimp.

(2) Air Charter or Air Taxi - the commercial operation of providing air transportation of person(s) or property for hire by either on a charter basis or as an air taxi operator pursuant to 14 CFR Part 135.

(3) Aircraft Fuel - all flammable liquids composed of a mixture of selected hydrocarbons expressly manufactured and blended for the purpose of effectively and efficiently operating an internal combustion, jet, or turbine engine.

(4) Aircraft Operation - an aircraft arrival at, or departure from, the Airport.

(5) Aircraft Owner - a person or entity holding legal title to an aircraft, or any person having exclusive possession of an aircraft.

(6) Aircraft Parking and Storage Areas - those hangar and apron locations of the Airport designated by the President/CEO or designee for the parking and storage of aircraft.

(7) Aircraft Rental - the commercial operation of renting or leasing aircraft to the public for compensation.

(8) Aircraft Sales - the sale of new or used aircraft through brokerage, ownership, franchise, distributorship, or licensed dealership.

(9) Airport Reference Codes – FAA Advisory Circular 150/5300-13 Airport Design defines the Airport Reference Code ("ARC") as "a coding system used to relate airport design criteria to the operational and physical characteristics of the airplanes intended to operate at the airport." The ARC is used to determine design dimensions for the various separation and safety standards, Runway Protection Zones and Object Free Zones dimensions, surface gradients, and threshold standards.

(10) Based Tenant/Aircraft - an aircraft which the owner physically locates at the airport for an undetermined period, and whenever absent from the Airport, its owner intends to return the aircraft to the airport for long-term storage.

(11) Transient User – A user of the Airport that does not have an aircraft based at GSP.

2.2 General

(1) Aeronautical Activity - any activity or service conducted at the Airport that involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations. These activities include, but are not limited to, air taxi and charter operations, aircraft fueling, aircraft storage, flight training, aircraft rental, aircraft sales, aircraft repair and maintenance, and any other activities, which because of their relationship to the operation of aircraft can appropriately be regarded as an "aeronautical activity."

(2) Airframe and Power Plant Maintenance - the commercial operation of providing airframe and power plant services, which includes service, the repair, maintenance, inspection, constructing, and making of modifications and alterations to aircraft, aircraft engines, propellers and appliances including the removal of engines for major overhaul as defined in 14 CFR Part 43. This category of service also includes the sale of aircraft parts and accessories.

(3) Airframe and Powerplant Mechanic (A&P) - A person who holds an aircraft mechanic certificate with both airframe and powerplant ratings as authorized and described in 14 CFR Part 65.

(4) Airport - the Greenville-Spartanburg International Airport, and all the Airport-owned or leased real or personal property, buildings, facilities and improvements within the boundaries of said Airport, as it presently exists or as it may exist when it is hereafter modified, expanded, or developed. "Airport" includes all its facilities as shown on the most current Airport Layout Plan.

(5) ALP - the currently approved Airport Layout Plan depicting the physical layout of the airport and identifying the location and configuration of current runways, taxiways, buildings, roadways, utilities, navigational aids, etc.

(6) Authorized Party – A Based Tenant or user of the airport that is authorized to perform Self-Fueling pursuant to the approvals granted by the District and in accordance with the Self-Fueling guidelines.

(7) Commercial Aeronautical Activity - the conduct of any aspect of a business, concession, operation, or agency providing goods or services to any person for compensation or hire, including exchange of services, whether or not such objectives are accomplished. An activity is considered a commercial activity regardless of whether the business is nonprofit, charitable, or tax-exempt. A commercial business activity that involves makes possible or is required for the operation aircraft, or which contributes to or is required for the safety of aeronautical operations.

(8) Commercial Operator ("Operator") - a person, firm, corporation, or other entity, which makes possible, or is required for the operation of aircraft, or which contributes to, or is required for the safe conduct and utility of aircraft operations, the purpose of such activity being to generate and/or secure earnings, income, compensation, and/or profit, whether or not such objectives are accomplished.

(9) Exclusive Right - a power, privilege, or other right excluding or debarring another from enjoying or exercising a like power, privilege, or right. An exclusive right can be conferred either by express agreement, contract, license, lease, and permit or by the imposition of unreasonable standards or requirements, or by any other means.

(10) Fixed Base Operator (FBO) – The FBO at GSP is operated by the District doing business as Cerulean Aviation.

(11) General Aviation - all phases of aviation other than aircraft manufacturing, military aviation, and scheduled or non-scheduled commercial air carrier operations.

(12) Hazardous Material - any substance, waste, or material which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous, and is or becomes regulated as a hazardous material by any governmental authority, agency, department, district, board, agency or instrumentality of the United States, the State of South Carolina, or any political subdivision thereof.

(13) Minimum Standards - the qualifications or criteria, which may be established by the Airport owner as the minimum requirements that shall be met by businesses engaged in commercial aeronautical activities for the right to conduct those activities.

(14) Rules and Regulations - shall mean the Rules and Regulations of the Airport as adopted by the Commission.

2.3 - Governmental

(1) Commission - The Greenville-Spartanburg Airport Commission, which is the governing body for the Greenville-Spartanburg Airport District, the owner and operator of the Airport, established by a Statute of the State of South Carolina creating the Greenville-Spartanburg Airport District as an airport district and political subdivision of the State of South Carolina.

(2) Environmental Laws - All Federal, State of South Carolina and local statutes, ordinances, regulations, and rules relating to environmental quality, health, safety, contamination, and clean-up, as they currently exist or may exist in the future, including, without limitation, the Clean Air Act, 42 U.S.C. §7401 et seq.; the Clean Water Act, 33 U.S.C. §1251 et seq., the Water Quality Act of 1987; the Federal Insecticide,

Fungicide, and Rodenticide Act ("FIFRA"), 7 U.S.C. §136 et seq.; the Marine Protection, Research, and Sanctuaries Act, 33 U.S.C. §1401 et seq.; the Noise Control Act, 42 U.S.C. §4901 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601 et seq., as amended by the Superfund Amendments and Reauthorization Act, and the Emergency Planning and Community Right to Know Act, and the Radon Gas and Indoor Air Quality Research Act; the Hazardous Material Transportation Act, 49 U.S.C. §9601 et seq.; the Toxic Substance Control Act ("TSCA"), 15 U.S.C. §2601 et seq.; the Atomic Energy Act, 42 U.S.C. §2011 et seq.; and the Nuclear Waste Policy Act of 1982, 42 U.S.C. §1010 et seq.; all State environmental protection, superlien and environmental clean-up statutes, with implementing regulations and guidelines and all local laws, regulations and ordinances insofar as they are equivalent or similar to the Federal laws recited above or purport to regulate Hazardous Materials, and judicial precedent of each of the foregoing.

(3) Greenville-Spartanburg Airport District (District) – The territory embraced by the counties of Greenville and Spartanburg constituted as an airport district and political subdivision of the State of South Carolina.

(4) Hazardous Materials – The following substances are considered hazardous materials:

- Any substance the presence of which requires or subsequently require notification, investigation or remediation under any Environmental Law; or
- Any substance that is or becomes defined as a "hazardous waste", "hazardous material", "hazardous substance", "pollutant", or "contaminant" under any Environmental Law, including, without limitation, CERCLA, RCRA, and the associated regulations; or
- Any substance that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any applicable Environmental Law; or
- Any substance that contains gasoline, diesel fuel, oil, or other petroleum hydrocarbons or volatile organic compounds; or
- Any substance that contains polychlorinated biphenyls ("PCBs"), per- and polyfluoroalkyl substances (PFAS), asbestos or urea formaldehyde foam insulation; or
- Any substance that contains or emits radioactive particles, waves, or materials, including, without limitation, radon gas.

(5) President/CEO - The designated individual or duly authorized individual appointed by the Commission to administer and manage all operations of the Airport and Airport facilities, and to supervise all Airport projects.

(6) FAA - the Federal Aviation Administration as established in 1967 within the Department of Transportation of the United States government that has the

responsibility of promoting safety in the air, by both regulation and education.

(7) FAR - the Federal Aviation Regulations as published by the FAA that governs the operation of aircraft, airways, and airmen, Compliance with the FARs is mandatory. In 1996, all references to the FARs were changed to "14 CFR" (Title 14 of the Code of Federal Regulations).

(8) State - the State of South Carolina.

(9) TSA - The Transportation Security Agency.

2.4 Fueling

(1) Fuel - All flammable and combustible liquids composed of a mixture of selected hydrocarbons expressly manufactured and blended for the purpose of effectively and efficiently operating an aviation internal combustion, jet, or turbine engine. This shall include approved aviation fuels, ASTM D910 (latest edition), Standard Specifications for Aviation Gasoline and ASTM 1655-15 (latest edition), Standard Specifications for Aviation Turbine Fuel, and any substance (solid, liquid, or gaseous) used to operate any aviation or aircraft engine.

(2) Fueling Equipment - Fueling Equipment - Equipment installed and/or used in Self-Fueling, including Fuel storage tanks, pumps, piping, and associated equipment, such as filters, water separators, hydrants, trucks, and dispensing equipment.

(3) Fueling or Fuel Handling - the transportation, sale, delivery, dispensing, storage, or draining of fuel or fuel waste products to or from aircraft, vehicles, or equipment.

(4) Fuel Storage Area - any portion of the Airport designated temporarily or permanently by the District as an area in which aviation or motor vehicle gasoline or any other type of fuel or fuel additive may be stored or loaded.

(5) Self- Fueling - the fueling by an Authorized Party and/or its bona fide employees, of aircraft owned by the Authorized Party or exclusively leased by the Authorized Party for one (1) year or more, using Fueling Equipment owned by the Authorized Party or equipment provided by the District, and subject to the restrictions set forth in Section 4, "Self-Fueling Restrictions" below and outlined in a Self-Fueling Permit. The act of draining and re-dispensing of the same drained Fuel associated with owner-performed maintenance as permitted by 14 CFR 43 is not considered Self Fueling.

(6) Self-Fueling Permit – An executed written agreement between the Authorized Party and the District authorizing Self-Fueling.

2.5 Lease and Agreements

(1) Lease - the written contract between the District and an Operator ("Lessee") specifying the terms and conditions under which an Operator may occupy and operate from certain Airport facilities and/or property.

(2) Sublease - A written agreement, approved by the District, stating the terms and conditions under which a third-party Operator leases space from a Lessee ("Sublessee") for the purpose of providing aeronautical services at the Airport.

(3) Agreement - the written agreement between the District and an Operator specifying the terms and conditions under which the Operator may conduct commercial aviation activities. Such Agreement will recite the terms and conditions under which the activity will be conducted at the Airport including, but not limited to, term of the Agreement; rents, fees, and charges to be paid; and the right and obligations of the respective parties.

(4) Permit - administrative approval issued by the District to a person or company to conduct a commercial aeronautical activity, and provide such services, to based and transient aircraft, only from facilities and locations where such services are authorized.

(5) Person - an individual, corporation, firm, partnership, association, organization, and any other group acting as an entity, to conduct business on the Airport. Person includes a trustee, receiver, assignee or similar representative.

2.6 Services

(1) Avionics Sales and Maintenance - the commercial operation of providing for the repair and service, or installation of aircraft radios, instruments and accessories. Such operation may include the sale of new or used aircraft radios, instruments and accessories.

(2) Fixed Base Operator ("FBO) -") – the District has elected to utilize its Exclusive Right as permitted by FAA to provide this service(s) at the Airport.

(3) Flight Training – the commercial operation of instructing pilots in dual and solo flight, in fixed or rotary wing aircraft, and related ground school instruction as necessary to complete a FAA written pilot's examination and flight check ride for various categories of pilots licenses and ratings. Flight Training shall also include any portion of a flight between two or more airports or other destinations where the primary purpose is to increase or maintain pilot or crew member proficiency.

(4) Flying Club – a non-commercial and nonprofit entity organized for the purpose of providing its members with any number of aircraft for their personal use and enjoyment.

Aircraft must be vested in the name of the flying club owners on a pro-rata share, and the club may not derive greater revenue from the use of the aircraft than the cost to operate, maintain, and replace the aircraft.

(5) Preventive Aircraft Maintenance – maintenance that is not considered a major aircraft alteration or repair and does not involve complex assembly operations as listed in 14 CFR Part 43, except for Item 22 in the Regulation. Item 22 involves the replacement of prefabricated fuel lines, and shall, for purposes of these regulations, be considered a major aircraft repair.

(6) Self-Service – aircraft refueling, repair, preventive maintenance, towing, adjustment, cleaning, and general services performed by an aircraft owner or his/her employees on his/her aircraft with resources supplied by the aircraft owner.

(7) Specialized Aviation Service Operations ("SASO") - a commercial aeronautical business that is authorized to offer a single or limited service according to established Minimum Standards. Examples of a SASO include, but are not limited to, the following commercial aeronautical activities: Flight Training, Airframe and Power Plant Maintenance, Air Charter or Air Taxi, Aircraft Sales, Avionics Sales and Maintenance, Aircraft Rental, and Sales, and Aircraft Storage. SASOs are not permitted to provide Fueling services.

2.7 Infrastructure

(1) Aircraft Operations Area ("AOA") – The AOA is considered a restricted area and is established for safety and security reasons. Except for passengers enplaning or deplaning aircraft, the general public is prohibited from the AOA unless escorted by an authorized employee of the District or a tenant. The general public is also prohibited from all other areas of the Airport posted as being a restricted area.

(2) Roadway - any street or road whether improved or unimproved, within the boundaries of the Airport and designated for use by ground vehicles.

(3) Taxilane - the portion of the Airport apron area, or any other area, used for access between taxiways and aircraft parking or storage area.

(4) Taxiway - a defined path established for the taxiing of aircraft from one part of the Airport to another.

(5) UNICOM - a two-way communication system operated by a non-governmental entity that provides airport advisory information.

(6) Vehicle Parking Area - any portion of the Airport designated and made available temporarily or permanently by District for the parking of vehicles

Section 3 - Minimum Standards for Specialized Aviation Service Operations (SASOs)

The following shall apply to all prospective aeronautical service providers wishing to become a SASO at the Airport.

(1) Leases shall be for a term to be mutually agreed upon between the parties with due consideration for the financial investment and the need to amortize improvements to the leasehold.

(2) A person shall have such business background and shall have demonstrated his/her business capability to the satisfaction of, and in such manner as to meet with the approval of the District.

(3) Any prospective entity seeking to conduct Commercial Aeronautical Activity at the Airport should demonstrate in writing and notarized financial detail that they have adequate resources to realize the business objectives agreed to by the District and the applicant.

(4) The prospective SASO, as defined, shall have its premises open and services available from 8:00 a.m. to 5:00 p.m. at least five (5) days a week unless otherwise indicated or approved by the District. The schedule may be reduced during major holidays, as approved by the District.

(5) All prospective SASOs shall demonstrate to the District's satisfaction evidence of its ability to acquire insurance coverage as stipulated for each particular type of operation. A SASO should make its own analysis to determine if more is needed. However, such policies of insurance shall be maintained in full force and effect during all terms of existing Leases, Agreements or business license or renewals or extensions thereof with a 30-calendar day notice of cancellation to the Airport. Such policies shall not be less than the amounts listed in APPENDIX 1; however, in all cases, must meet the statutory requirements of applicable governmental agencies and be approved in writing by the District.

(6) Each SASO shall have in its employ, and on duty during required operating hours, trained personnel in such numbers as are required to meet the Minimum Standards in an efficient manner for each aeronautical service being performed.

(7) SASOs shall not engage in any Commercial Aeronautical Activity or service on the Airport premises without first obtaining a Lease, Permit, or Agreement from the District in accordance with specifications established by the District. All persons conducting Commercial Aeronautical Activities at the Airport shall, as a condition of conducting such activities, required to comply with the provisions contained in the minimum standards

adopted by the District as modified from time to time, unless any such provisions are expressly waived or modified by the District in writing. The mere omission of any particular minimum standard in a Lease, license, permit, or Agreement shall not constitute a waiver or modification of the Minimum Standards unless the document expressly states that the District waives application of that standard.

(8) SASOs shall not engage in any Commercial Aeronautical Activity not specifically authorized by the District.

(9) SASOs shall follow all security regulations and requirements established by the Federal government, State government, local government and the District. In addition, the District reserves the right to require that principal officers of a SASO, regardless of level of involvement in the actual operation of the SASO, and any employee of the SASO with direct, unescorted access to any building, aircraft parking apron, taxiway, runway, or any other facility inside the secured perimeter fence or facility providing access to the airfield at the Airport submit to a criminal history records check ("CHRC"), including fingerprinting, at the expense of the SASO. The District may suspend the authority of a SASO to conduct business at the Airport if the results of the CHRC indicate that the individual poses a threat to the Airport, local community, State or nation.

(10) Commercial Aeronautical Activities not addressed in these Minimum Standards will be addressed by the District on a case-by-case basis in the SASO's written Lease, license, permit or Agreement.

(11) The District may waive or modify any portion of these Minimum Standards for the benefit of a governmental agency performing non-profit public services, fire protection, or emergency response operations or when it is determined that such waiver is in the best interest of the public and will not result in unjust discrimination against other Commercial Operators at the Airport.

(12) The District as a matter of policy does not allow any "through-the-fence" operations. The District intends to maintain the position of no "through-the-fence" operations in the future.

(13) The President/CEO, or designee, with the approval of the District, may make revisions and amendments to these Minimum Standards when business conditions at the Airport require and when necessary to comply with FAA, TSA, or other governmental regulations.

(14) The District has established these Minimum Standards for the Airport with the intent of providing fair and reasonable rules to govern the conduct of Commercial Aeronautical Activity on the Airport. It is the intent of the District to provide consistent, uniform, and fair enforcement of these Minimum Standards to accomplish the District's goals and promote successful commercial business operations at the Airport. The

President/CEO or designee is responsible for and is hereby empowered to enforce these Minimum Standards.

(15) In the event of a direct conflict between these Minimum Standards and any Agreement entered into prior to the Effective Date, the Agreement shall govern to the extent of such conflict. The Minimum Standards are not intended to alter or change rights of any party under any Agreement in effect prior to the Effective Date of these Minimum Standards.

Section 4 - Application and Qualifications

Demonstration of intent to conduct a Commercial Aeronautical Activity at the Airport shall be by application to the District. The written application shall contain the minimum:

(1) The proposed nature of the business. A business plan may be used to express the proposed nature of the business. (See a business plan outline in APPENDIX 2.)

(2) The signatures of all parties whose names are being submitted as owning an interest in the business or will appear on leases or other documents as being a partner, director, or corporate officer and those who will be managing the business.

(3) The current financial statement prepared or certified by a Certified Public Accountant.

(4) A listing of assets owned, or being purchased or leased, which will be used in the business on the Airport.

(5) A current credit report for each party owning or having a financial interest in the business and credit report on the business itself covering all geographical areas in which it has done business in the ten-year period immediately prior to such application.

(6) An agreement to provide a bond or suitable guarantee of adequate funds to the Airport to be used to defray any expenses and fees normally paid by the Lessee between the estimated time the Lessee may default and a new lease is executed and another Lessee takes over.

(7) A written authorization from the FAA, any aviation or aeronautics districts, administrations, and departments of all states in which the applicant has engaged in aviation business to release information in their files relating to the applicant or its operation. The applicant shall execute such forms, releases, or discharges as may be required by those agencies.

(8) Preliminary plans, specifications and dates for any improvements which the applicant intends to make on the Airport as part of the activity for which approval is sought. Applicant must comply with appropriate review procedures and the District requirements.

(9) Proof of liability coverage for the business operation, flight operations, itinerant aircraft and operators and premises insurance. Such proof may be in the form of a copy of insurance company letter of intent.

(10) Such other information as the District may require.

Section 5 - Action on Application

The District will furnish a copy of these Minimum Standards to any applicant wishing to establish a SASO on the Airport who shall make application in writing to the District setting forth in detail the information contained in Section D hereof, Application and Qualifications. All applications will be reviewed and acted upon by the District within ninety (90) days from the receipt of the application. Applications may be denied for one or more of the following reasons:

(1) The applicant does not meet qualifications, standards and requirements established by these Minimum Standards.

(2) The applicant's proposed operations or construction will create a safety hazard on the Airport.

(3) The granting of the application will require the expenditure of local funds, labor or materials on the facilities described in or related to the application, or the operation will result in a financial loss to the Airport.

(4) There is no appropriate or adequate available space or building on the Airport to accommodate the entire activity of the applicant.

(5) If any of the individuals within the application cannot pass the standard TSA background check.

(6) The proposed operation, Airport development or construction does not comply with the approved Airport Layout Plan.

(7) The development or use of the area requested will result in a congestion of aircraft or buildings, or will result in unduly interfering with the operations of any present tenant on the Airport, such as problems in connection with aircraft traffic or service, or preventing free access and egress to an existing tenant or SASO, or will result in depriving, without the proper economic study, an existing tenant or SASO of portions of its leased area in which it is operating.

(8) Any party applying, or interested in the business, has supplied false information, or has misrepresented any material fact in the application or in supporting documents, or has failed to make full disclosure on the application.

(9) Any party applying, or having an interest in the business, has a record of violating the Rules and Regulations of the Airport, or the rules and regulations of any other Airport, Federal Aviation Regulations, or TSA regulations.

(10) Any party applying, or having an interest in the business, has defaulted in the performance of any lease or other agreement with the District or any lease or other

agreement at any other airport.

(11) Any party applying, or having an interest in, the business, is not sufficiently credit worthy and responsible in the judgment of the District to provide and maintain the business to which the application relates and to promptly pay amounts due under the SASO lease.

(12) The applicant does not have the finances necessary to conduct the proposed operation.

(13) The applicant has committed any crime, or violated any local ordinance rule or regulation, which adversely reflects on its ability to conduct the SASO operation applied for.

Section 6 - Aircraft Sales

Statement of Concept

New Aircraft Sales: An aircraft sales SASO engages in the sale of new aircraft through franchises or licensed dealerships (if required by local, county or State authority) or distributorship (either on a retail or wholesale basis) of an aircraft manufacturer or used aircraft; and provides such repair, services, and parts as necessary to meet any guarantee or warranty on aircraft sold.

Used Aircraft Sales: Many entities engage in the purchasing and selling of used aircraft. This is accomplished through various methods including matching potential purchasers with an aircraft (brokering), assisting a customer in the purchase or sale of an aircraft, or purchasing used aircraft and marketing them to potential purchasers. In many cases these SASOs also provide such repair, services, and parts as necessary to support the operation of aircraft sold. Some of the requirements may not be appropriate to the sale of used aircraft because of each aircraft's unique history.

Minimum Standards

(1) A SASO engaging in this activity shall provide necessary and satisfactory arrangements for repair and servicing of aircraft, but only for the duration of any sales guarantee or warranty period. The SASO shall provide an adequate inventory of spare parts for the type of new aircraft for which sales privileges are granted. The SASO who is in the business of selling new aircraft shall have available a representative example of the product.

(2) A SASO shall have in his employ, on duty during business hours, trained personnel in such numbers as are required to meet the Minimum Standards set forth in an efficient manner. The SASO shall also maintain, during all business hours, a responsible person in charge to supervise the operations in the leased area with the authorization to represent and act for and on behalf of the SASO, and to provide check ride pilots for aircraft sold.

(a) SASO shall operate the service in a minimum of five hundred (500) square feet of office space on the Airport and have immediate access to customer lounge, public telephones, and restrooms. Operator must lease or sublease a minimum tie down area to accommodate at least two (2) of the largest of the aircraft authorized for sale. If the operator leases hangar space for the storage of sale aircraft this provision is waived.

(b) Employ and have on duty at least one (1) qualified aircraft salesperson and access to a demonstration pilot that has a current commercial pilot certificate with appropriate aircraft type ratings.

(c) Keep premises open and services available a minimum of nine (9) hours daily, five (5) days a week.

Section 7 - Aircraft Airframe, Engine and Accessory Maintenance and Repair

Statement of Concept

An aircraft airframe, engine and accessory maintenance and repair SASO provides one or a combination of airframe, engine and accessory overhauls and repair services on aircraft up to annual inspections. This SASO may include all types of piston and turbine aircraft, business Jet aircraft and helicopters. This category shall also include the sale of aircraft parts and accessories.

Minimum Standards

(1) The SASO shall provide sufficient equipment, supplies, manuals and availability of parts equivalent to that required for certification by the FAA.

(2) The SASO shall have in its employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the Minimum Standards set forth in this category of services in an efficient manner, but never less than one person currently certificated by the FAA with ratings appropriate to the work being performed and who holds an airframe and power plant rating and is an inspector authorized by the FAA.

(a) Operate the service from a minimum of twelve thousand (12,000) square feet of ventilated hangar and shop space on the Airport and have immediate access to customer lounge, public telephones, and restrooms.

(b) Employ and have on-duty a minimum of two (2) FAA certified technicians who possess an airframe, power plant, or aircraft inspector rating, or the maintenance facility must be certified under 14 CFR Part 145.

(c) Keep premises open and services available a minimum of nine (9) hours daily, five (5) days a week. A technician shall also be available on-call twenty-four (24) hours a day, seven (7) days a week for emergency purposes only. If more than one (1) maintenance facility is located on Airport the on-call responsibility may be rotated on a mutually agreeable schedule as approved by the District.

(d) Provide equipment, supplies and parts required for aircraft airframe, power plant, inspection, tire, battery, oxygen, and other routine aircraft maintenance functions.

(e) Provide a waste oil receptacle within the immediate vicinity of the hangar(s). This receptacle shall be capable of holding a minimum of fifty (50) gallons, have secondary containment protection and be emptied at regular intervals and be in compliance with all regulatory requirements as now or hereafter amended.

Section 8 - Aircraft Lease and Rental

Statement of Concept

An Aircraft lease and rental SASO engages in the rental or lease of Aircraft to the public.

Minimum Standards

Aircraft:

(1) The SASO shall have available for rental, either owned or under written lease, two (2) certificated and currently airworthy aircraft, one (1) of which must be a four-place aircraft, and one (1) of which must be equipped for and capable of flight under Instrument Flight Rules ("IFR").

(a) SASO shall operate the service in a minimum five hundred (500) square feet of office space on the Airport and have immediate access to customer lounge, public telephones, and restrooms. Arrange for or lease ramp or hangar space for Aircraft available for lease or rental.

(b) Employ and have on duty at least two (2) persons having a current commercial pilot certificate with appropriate ratings, including instructor rating.

(c) Keep premises open and services available a minimum of nine (9) hours daily, seven (7) days a week.

Section 9 - Flight Training

Statement of Concept

A flight training SASO engages in instructing pilots in dual and solo flight training, in fixed and/or rotary wing aircraft, and provides such related ground school instruction as is necessary and preparatory to taking a written examination and flight check ride for the category or categories of pilots' licenses and ratings involved.

Minimum Standards

(1) The SASO shall have available for use in flight training, either owned or under written lease to SASO, properly certificated aircraft, one (1) of which must be a four-place aircraft, and one (1) of which must be equipped for and capable of use in IFR conditions.

(2) The SASO shall have, on a full-time basis, at least two flight instructors who have been properly certificated by the FAA to provide the type of training offered.

(a) SASO shall operate the service from a minimum of five hundred (500) square feet of classroom and office space on the Airport and have immediate access to customer lounge, public telephones, and restrooms.

(b) A minimum of one certified flight instructor shall be on duty during business hours and one shall be available on call.

(c) Flight training operations shall include mock-ups, pictures, slides, filmstrips, movies, videotapes, or other training aides necessary to provide proper and effective ground school instruction. All materials shall meet FAA requirements for the training offered.

(d) Keep premises open and services available a minimum of nine (9) hours daily, seven (7) days a week.

Section 10 - Avionics, Instruments or Propeller Repair Station

Statement of Concept

An avionics, instrument, or propeller repair station SASO engages in the business of and provides a shop for the sales and repair of aircraft avionics, propellers, instruments, and accessories for General Aviation Aircraft. This category may include the sale of new or used aircraft avionics, propellers, instruments, and accessories. The SASO shall hold the appropriate repair station certificates issued by FAA for the types of equipment it plans to service and/or install.

Minimum Standards

(1) The SASO shall have in its employ and on duty during the appropriate business hours trained personnel in such numbers as are required to meet the Minimum Standards set forth in this category in an efficient manner but never less than one person who is a FAA rated radio, instrument or propeller repairman.

(a) SASO shall operate the service from a minimum of five thousand (5,000) square feet of ventilated hangar and shop space on the Airport and have immediate access to customer lounge, public telephones, and restrooms.

(b) Employ and have on-duty during business hours a minimum of two (2) persons, at least one (1) of which shall be an FAA certified radio, instrument or propeller technician.

(c) Keep premises open and services available a minimum of nine (9) hours daily, five (5) days a week.

(d) Provide equipment, supplies and parts required for avionics work.

Section 11 - Aircraft Charter and/or Air Taxi

Statement of Concept

An unscheduled or scheduled Air Charter or Air Taxi SASO engages in the business of providing air transportation (persons or property) to the general public for hire, on an unscheduled or scheduled basis under the Federal Aviation Regulations set forth in the Code of Federal Regulations CFR 14 Part 135.

Minimum Standards

(1) The SASO shall provide, either owned or under written lease to the SASO, not less than one (1) certified and airworthy single engine, four-place aircraft and one multi-engine aircraft, both of which must be certificated for IFR operations. Such SASO shall have and display a current FAR Part 135 Certificate.

(2) The SASO shall have in his employ and on duty during the appropriate business hours trained personnel in such numbers as are required to meet the Minimum Standards set forth in this category in an efficient manner but never less than two (2) persons who are FAA certified commercial pilots and otherwise appropriately rated to permit the flight activity offered by SASO. This SASO shall operate from the following type facilities:

(a) SASO shall operate the service from a minimum of five hundred (500) square feet of office space on the Airport and have immediate access to customer lounge, public telephones, and restrooms.

(b) Keep premises open and services available a minimum of nine (9) hours daily, five (5) days a week.

Section 12 - Aircraft Storage

Statement of Concept

An aircraft storage SASO engages in the rental of conventional hangars.

Minimum Standards

(1) The conventional hangar SASO shall have its facilities available for the tenant's aircraft removal and storage on a continuous basis.

(2) The SASO shall demonstrate that it can provide sufficient personnel trained to meet all requirements for the storage of aircraft with appropriate equipment. To include:

(a) Universal tow bars
(b) Aircraft tug or aircraft power tow
(c) Aircraft chocks and oil drip pans

(3) The SASO shall provide a 24-hour on call number for emergencies to the Airport and to the hangar tenants.

(4) A current list of tenants will be provided to the Airport on a quarterly basis.

(5) The SASO must provide and maintain restroom facilities for their tenants.

(6) The SASO must provide two parking spaces for each aircraft stored.

(7) Provide a waste oil receptacle within the immediate vicinity of the hangar(s). This receptacle shall be capable of holding a minimum of fifty (50) gallons, have secondary containment protection and be emptied at regular intervals and be in compliance with all regulatory requirements as now or hereafter amended.

(8) Lease the necessary amount of land to accommodate the proper quantity and required size of hangars. The minimum land area shall be at the sole discretion of the District and shall be dependent upon the number and size of hangars proposed.

(9) The SASO shall make hangar operator contact name and phone numbers, hangar availability, and rental rates known to prospective customers via posted informational sign inside the SASO's leased area. A separate leased area is not required for this purpose.

(10) The SASO shall rent hangars primarily for aircraft storage purposes. Each based aircraft stored within the aircraft stored within the SASO's hangar facilities must comply with the Rules and Regulations of the Airport.

Section 13 - Specialized Commercial Flying Services

Statement of Concept

A specialized commercial flying services SASO engages in air transportation for hire for the purpose of providing the use of aircraft for the following activities:

(a) Non-stop sightseeing flights that begin and end at the same airport.

(b) Aerial photography or survey.

(c) Power line or pipe line patrol.

(d) Aircraft management.

(e) Any other operations specifically excluded from Part 135 of the Federal Aviation Regulations.

Minimum Standards

(1) The SASO shall lease from the Airport or the FBO a building sufficient to accommodate all activities and operations proposed by the SASO but not less than the level stated below. The minimum areas in each instance shall be subject to the approval of the District. All SASOs shall demonstrate that they have the availability of aircraft suitably equipped for the particular type of operation they intend to perform.

(2) The SASO shall base at the Airport not less than one certified and airworthy Aircraft meeting all Federal and State requirements and regulations with respect to the type of operation to be performed.

(3) The District shall set the minimum insurance requirements as they pertain to the particular type of operation to be performed on a case by case basis. The minimum requirements shall be applicable to all operations of a similar nature. All SASOs will, however, be required to maintain the Aircraft Liability Coverage as set forth for all SASOs included in Appendix 1 hereto.

(4) The SASO shall have in his employ, and on duty during appropriate business hours, trained personnel in such numbers as may be required to meet the Minimum Standards herein, set forth in an efficient manner including at least one FAA rated pilot for the Aircraft to be used and type of operation to be performed.

(5) The SASO must provide, by means of an office or a telephone, a point of contact for the public desiring to use the SASO's services.

(a) Operate the service from a minimum of five hundred (500) square feet of office space on the Airport and have immediate access to customer lounge, public telephones, and restrooms.

(b) Keep premises open and services available a minimum of nine (9) hours daily, five (5) days a week.

Section 14 - Multiple Services

Statement of Concept

Multiple services SASOs engages in any two or more of the aeronautical services for which Minimum Standards have been herein provided.

Minimum Standards

(1) The SASO shall comply with the aircraft requirements, including the equipment thereon for each aeronautical service to be performed except that multiple uses can be made of all aircraft owned or under lease by SASO except aircraft used for crop dusting, aerial application, or other commercial use of chemicals.

(2) The SASO shall provide the facilities, equipment and services required to meet the Minimum Standards as herein provided for all aeronautical service the SASO is performing. If Minimum Standards are inconsistent with the Minimum Standard for another activity, then the Minimum Standard that is stricter or imposes a higher standard shall apply.

(3) The SASO shall obtain, as a minimum, that insurance coverage which is equal to individual insurance requirements of all aeronautical services being performed by SASO.

(4) The SASO shall have in its employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the Minimum Standards for each aeronautical service the SASO is performing as herein provided. Multiple responsibilities may be assigned to meet the personnel requirements for each aeronautical service being performed by the SASO.

Section 15 - Flying Clubs

Statement of Concept

A Flying Club is a non-commercial and nonprofit entity organized for the purpose of providing its members with any number of Aircraft for their personal use and enjoyment. Aircraft must be vested in the name of the Flying Club owners on a pro-rata share, and the Flying Club may not derive greater revenue from the use of the Aircraft than the cost to operate, maintain, and replace the Aircraft.

Minimum Standards

(1) The SASO will maintain a current list of all members with addresses, telephone numbers and investment share held by each member.

(2) When requested by the President/CEO or designee, a Flying Club will make available for inspection club membership lists, club bylaws and rules and a listing of club aircraft models and registration numbers.

(3) A Flying Club's aircraft shall not be used by other than bona fide members for rental and by no one for hire. Student instruction may be given in club aircraft to club members provided such instruction is given on a non-commercial basis or by an FBO providing flight training under written Lease with the District in accordance with the District's rules and Regulations and Minimum Standards.

Section 16 - SASOs Subleasing from Another Commercial SASO

Prior to executing an Agreement or Sublease, the Lessee and proposed Sublessee shall obtain the written approval of the District for the SASO business proposed which approval may be withheld. Said Sublease shall define the type of business and service to be offered by the Sublessee.

Any Sublessee shall meet all the Minimum Standards established by the District for the categories of services to be furnished. The Minimum Standards may be met in combination between Lessee and Sublessee. The Sublease Agreement shall specifically define those services to be provided by the Lessee to the Sublessee that shall be used to meet the Minimum Standards.

A SASO subleasing an activity to another SASO shall not also engage in that same activity except upon a separate Permit issued by District for that purpose.

Section 17 – Commercial Passenger Air Carrier Line Maintenance Services

Statement of Concept

A Commercial Air Carrier Line Maintenance Services SASO is a person, firm, corporation, or other entity that provides routine and non-routine line maintenance in accordance with an Air Carrier's instructions and procedures. These SASOs are mobile and often provide their services from a step van that is a well-equipped mobile workshop.

Minimum Standards

(1) The SASO's actual facilities will depend on the services rendered to the Air Carrier and the availability of space at the Airport. Equipment parking needs will likewise be handled individually. However, due to the limited space for equipment and vehicle parking airside, all vehicles are to be removed from all airside locations between service calls.

(2) Unless otherwise supplied by the Air Carrier, the SASO shall provide all tools and equipment required to perform the services outlined in the SASO's contract with the Air Carrier.

(3) The SASO will provide certification from the Air Carrier to the District in writing that the SASO is qualified and properly trained to perform the services required.

(4) The SASO shall provide services in a timely manner during the hours specified by the Air Carrier.

(5) The SASO shall have in its employ, and on duty during the appropriate business hours, sufficiently trained personnel to meet the Air Carrier's requirements.

(6) The SASO shall have a duly appointed supervisor during business hours with the authority to represent and act for and on the behalf of the SASO.

(7) All employees will be in uniform with the name of the company prominently displayed.

(8) The SASO shall provide the District with a signed copy of all agreements or contracts with an airline(s) serving the Airport.

(9) The SASO shall advise the District within five (5) working days of any changes in their agreement(s) or contract(s) with any airline(s).

Section 18 – Commercial Cargo Air Carrier Line Maintenance Services

Statement of Concept

A Commercial Cargo Air Carrier Line Maintenance Services SASO engages in line maintenance for scheduled or unscheduled air cargo carrier aircraft operating at the Airport.

Minimum Standards – Single Airline or Aircraft Operator:

(1) The SASO shall provide not less than one (1) qualified and certified employee to work on the airline or aircraft operator's specific aircraft operating at the Airport.

(2) The SASO shall have all the necessary equipment and tools to work on the specific aircraft operating at the Airport.

Minimum Standards – Multiple Airlines or Aircraft Operators:

(1) The SASO shall operate the service from a minimum of five hundred (500) square feet of space on the Airport.

(2) The SASO shall provide not less than one (1) qualified and certified employee on duty either at the Airport or on call in accordance with the hours of operation.

(3) The SASO shall have all the necessary equipment and tools to work on commercial aircraft scheduled to the Airport.

(4) The SASO shall have on-airport personnel from the hours 4:30 a.m. to midnight daily and be able to respond within 30 minutes of a call to the airport between the hours of midnight and 4:30 a.m. daily.

Section 19 - Commercial All Cargo Aircraft Ground Handling Services

Statement of Concept

A Commercial All Cargo Aircraft Ground Handling Services SASO engages in commercial cargo ground handling services on scheduled or unscheduled cargo aircraft operating at the Airport.

Minimum Standards

(1) The SASO shall operate the service from a minimum of forty thousand (40,000) square feet of warehouse space and three thousand (3,000) square feet of office on the Airport.

(2) The SASO shall provide sufficient trained staffing at the Airport during the hours of operation with following certifications:

- DG Cat 6
- ISAGO or airline training
- ACMR

(3) The SASO shall have all of the necessary equipment and tools to service commercial cargo aircraft scheduled to the Airport, excluding into-plane delivery of fuel that will be provided by the FBO. However, at a minimum, the SASO shall have the following equipment on-airport:

- (2) 75,000 lb. DBP pushback tractors
- (5) 5,000 lb. DBP tow tractors
- (50) PMC/PAG compatible cargo dollies
- (10) PGA/PRA compatible cargo dollies
- (2) baggage carts
- (50) PMC/PAG static racks
- Dolly height transfer deck system with landside roller bed loading/unloading capability
- Widebody aircraft belt loaders
- (2) loaders capable of servicing main and lower decks of a widebody freighter aircraft
- (2) 2-ton forklifts
- (1) 5-ton forklifts
- (1) 10-ton forklifts
- 7.5-ton 10’ cargo pancake scale
- (1) 15-ton 20’ cargo pancake scale
- Dual plug 120 KVA GPU
- 270 PPM ASU
- A/C cart
- (1) lavatory cart
- Potable water cart
- (2) de-icing trucks
- Widebody aircraft crew stairs

- Narrow body aircraft crew stairs
- B-747 tailstand
- B-747 towbars
- B-737 towbars
- B-777/767 towbars
- B-727 towbar
- MD-11/DC-10 towbar
- A-330/340 towbar

(4) The SASO shall have on-airport warehouse personnel from the hours 6:00 a.m. to 10:00 p.m. daily and provide ramp service hours 24 hours per day.

Section 20 – Fixed Base Operator (FBO)

District has elected to utilize its Exclusive Right as permitted by FAA to provide this service(s) at the Airport.

Section 21 – Self-Fueling

District has developed Self-Fueling guidelines to govern self-fueling at the Airport. These guidelines are designed and intended to facilitate a safe and efficient operating environment for all Airport users.

Pursuant to these guidelines, only the FBO is authorized to provide any type of retail or commercial fueling. All other fueling activity is prohibited, unless conducted in accordance with these guidelines and associated approvals.

The Airport does not have any designated areas for Self-Service Fuel Pumps at this time. The District reserves the right to designate such areas if its in the operational interest and benefit to GSP.

General Requirements

No Transient User shall perform Self-Fueling at any time.

Fuel storage tanks are not permitted on any leasehold.

Fuel containers of any size are not permitted inside any Hangar at any time.

An Authorized Party may perform Self-Fueling at GSP pursuant to the following:

- is a Based Tenant at GSP;
- executes a Self-Fueling Permit with the District;
- executes a Self-Fueling Commingling and Fuel Storage Agreement with the District;
- complies with the requirements set forth in these guidelines (and any amendments thereto);
- uplifts at least xx,xxx gallons annually at GSP; and
- maintains fuel inventory levels within the minimum and maximum amounts designated by the District at the District's Fuel Farm.

An Authorized User shall comply with all applicable requirements and any amendments thereto, the Self-Fueling Permit, and any and all other rules, regulations, laws, policies, and applicable standards governing use and access to the Airport including but not limited to 14 CFR Part 139 and 49 CFR Part 1542, and Airport policies. Failure to comply with all applicable requirements will result in suspension or termination of the Self-Fueling Permit. The terms of the guidelines, as modified or amended at the sole discretion of the District, as well as all other applicable rules and regulations, shall be deemed to be a part of each Self-Fueling Permit unless otherwise provided in the Self-Fueling Permit.

Minimum Standards
Section 21 – Self-Fueling

Except as may be prohibited by other provisions and any other applicable law, a Based Tenant of one or more aircraft who desires to conduct Self-Fueling must apply for and must execute a Self-Fueling Permit prior to the performance of any Self-Fueling. Self-Fueling shall be allowed only after the Authorized User, and/or the Authorized User's bona fide employee(s) have completed the training and complied with the requirements as set forth in these guidelines.

The District reserves the right to impose additional conditions on Self-Fueling through the Self-Fueling Permit, based on the specific circumstances of an Authorized User's operations.

Self-Fueling Restrictions
Self-Fueling cannot be contracted out to another party, and contracting of Self-Fueling activities is prohibited. Cooperative activities and the sharing of employees, Fueling Equipment, resources, or Fuel with other users is also prohibited.

An Authorized User must arrange for transportation of its own Fuel in compliance with Section XX [Transportation of Fuel] below and dispense the Authorized User's own Fuel. Self-Fueling is permitted into aircraft only.

Commercial or retail dispensing of Fuel products under a Self-Fueling Permit is prohibited.

<u>Ownership of Aircraft and Fueling Equipment</u>
The aircraft being fueled must be owned, managed, used or operated under an exclusive lease agreement with a term of (1) year or more, by the Authorized User or fully owned by an entity with identical ownership as the Authorized User, and identified in the Self-Fueling Permit. An aircraft qualifies as an exclusively leased aircraft if title is held by the entity and use and control is exclusive and pursuant to a lease with a remaining term of one (1) year or more. The Authorized User shall notify the President/CEO or designee and provide updated proof of ownership documentation reflecting any changes in status of ownership of aircraft, exclusive lease agreement, or Fueling Equipment within ten (10) business days of the change or within one day of proof of ownership from the FAA, whichever is earlier. If as a result of the change in ownership, the Authorized User no longer has any aircraft identified on the Self-Fueling Permit, then the Self-Fueling Permit shall automatically terminate in ninety (90) days unless, within that ninety (90) days, the Authorized User notifies the President/CEO or designee of a replacement aircraft owned by the Authorized User or exclusively leased by the Authorized User with a remaining term of one (1) year or more.

<u>Fueling Equipment</u>
(1) Compliance with Laws: The Authorized User shall, at its own expense, own, maintain, and operate all Fueling Equipment in accordance with applicable federal, state, and local laws, rules, policies, and regulations and requirements, including State of South Carolina and local fire code regulations. The Authorized User shall provide evidence of compliance to the President/CEO or designee upon request at any time and as part of any application for a Self-Fueling Permit.

(2) Pre-Approval and General Requirement: The Authorized User shall not place any Fueling Equipment on the property nor in operation without prior written approval of the President/CEO or designee. Authorized User must obtain all applicable permits and approvals from the city, state, and federal authorities and any other appropriate entities prior to placing and operating Fueling Equipment. All Fueling Equipment must meet the requirements of these guidelines. Unauthorized storage of Fueling Equipment is not permitted on the Airport.

(3) Fuel Storage: The Authorized User's fuel must be stored at the District's Fuel Farm and dispensed into District approved Refueler Trucks owned by the Authorized User. Refueler Trucks must be parked in District designated spaces which will be subject to lease space fees. All Refueler Trucks must have fuel containment procedures in place when left unattended.

Procedures

(1) Location: Self-Fueling locations are restricted to the specific locations as designated and described in the Self-Fueling Permit.

(2) Standard Operating Procedures: The Authorized User shall develop and maintain Standard Operating Procedures ("SOP") for Self-Fueling operations and shall ensure compliance with relevant standards set forth in FAA Advisory Circular 00-34B "Aircraft Ground Handling, Servicing, and Marshalling."

The SOP shall address bonding and fire protection, public protection, control of access to the Fueling Equipment, and marking and labeling of fuel dispensing equipment. The SOP shall be submitted to the President/CEO or designee upon request. Authorized User shall also comply with FAA Advisory Circular 150/5230-4C "Aircraft Fuel Storage, Handling, and Dispensing on Airports," all other applicable local, state, and federal laws and regulations related to Fueling, including the handling, dispensing, sale, and storage of Fuel, and NFPA 407.

Prior to making any fueling connection to an aircraft, the Fueling Equipment shall be bonded to the aircraft by use of a cable, thus providing a conductive path between the Fueling Equipment and the aircraft. The bond shall be maintained until fueling connections have been removed.

When fueling over wing, the nozzle shall be bonded with a nozzle bond cable having a clip or plug to a metallic component of the aircraft that is mechanically connected to the tank filler port. The bond connection shall be made before the filler cap is removed. If there is no plug receptacle or means for attaching a clip, the Permittee shall touch the filler cap with the nozzle spout before removing the cap in order to equalize the potential between the nozzle and the filler port. The spout shall be kept in constant contact with the filler neck until fueling is completed.

Transfer of Fuel into an aircraft from a Fuel tanker shall be governed by these same requirements, including the need for a drop tube if vehicle 100 low lead fuel is being used. Positive control of Fuel flow must be maintained at all times. Pouring of fuel in over wing fueling

operations shall not be permitted from a container with a capacity of more than six (6) gallons.

In over wing fueling operations, the dead man control device shall be located on the nozzle. Hold-open devices are prohibited for all Fueling Equipment.
Fueling Equipment shall not be positioned within a ten (10) foot radius of aircraft fuel system vent openings. During over wing aircraft fuel servicing where aircraft fuel system vents are located on the upper wing surface, Fueling Equipment shall not be positioned under the trailing edge of the wing.

Cell phones, radios, transmitters, receivers, or any other electrical appliances shall not be switched on or off during Fueling operations.

Hot fueling of helicopters, except as provided under NFPA regulation, is prohibited. Aircraft shall not be fueled while any aircraft engine is running except in accordance with NFPA 407 Section 5.21.2 requirements, or while being warmed by applications of exterior heat. No fueling operation may be conducted in a hangar or building. Fueling while passengers are on board is prohibited unless, where applicable, a passenger loading ramp is in place at the cabin door of the aircraft, the aircraft door is in the open position and a member of the flight crew is present at or near the cabin door.

Fueling is prohibited when an individual is smoking within one hundred (100) feet of the aircraft. Open flames within one hundred (100) feet of any Fuel servicing operation, Fueling Equipment, or within the Airport Operations Area are prohibited. This shall include but not be limited to the following: lighted cigarettes, cigars or pipes; heaters; heat-producing, welding, or cutting devices and blowtorches; and open flame lights. No Person may use any material during Fueling operations that are likely to cause a spark or be a source of ignition.

Fueling personnel shall familiarize themselves with appropriate guidelines pertaining to Fueling operations during inclement weather.

(3) Transportation of Fuel: The transportation of Fuel onto the Airport by the Authorized User by any means for the purpose of commercial into-plane Fueling is prohibited.

Only commercially-recognized fuel suppliers may transport Fuel onto the Airport for the purpose of delivering Fuel into storage tanks that have been approved by the District.

To ensure safety and adequate infrastructure support, all Fuel tankers must follow the Airport access and route directions as provided by the President/CEO or designee and safety and security requirements including, but not limited to, security badging and escorting for access onto the airfield as well as insurance and indemnification requirements for all Fuel delivery transport onto the Airport. All Fuel deliveries must take place in a location designated by the President/CEO or designee.

(4) Spills: The Authorized User shall maintain and provide to the President/CEO or designee a current copy of its Fuel spill prevention, control and countermeasures plan ("SPCC") as well as copies of other environmental documents related to spills as may be required by law. Pursuant to the Authorized User's, Self-Fueling Permit, these guidelines, all fuel spills, regardless of size or location, must be reported to the President/CEO or designee. The Authorized User must have Fuel spill containment materials available prior to any fueling operation.

Personnel, Training/Safety/Inspections
Only the Authorized User and/or its bona fide employee(s) are authorized to Self-Fuel under a Permit. In accordance with FAA policy, the District reserves the right to request documentation from the Authorized User to ascertain whether any individual is a bona fide employee authorized to Self-Fuel under Self-Fueling Permit. The District may consider a number of factors, including the terms of any contract between the Authorized User and the individual, whether the Authorized User provides an IRS Form W-2 to the individual, and the type of work performed by the individual. The Authorized User must demonstrate ultimate and direct control over the work. The Authorized User will bear the burden of demonstrating to the District that it exercises sufficient control over the individual to meet this requirement.

All individuals conducting Self-Fueling shall be trained in safe and proper fueling procedure, including the handling and dispensing of Fuel. Initial and recurrent training shall be completed and updated in accordance with FAA Advisory Circular 150/5230-4C "Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports."

Training curriculum must be provided to the President/CEO or designee upon request, and certification of training completion must be provided to the President/CEO or designee for each Authorized User and/or bona fide employee conducting Self-Fueling at the time the initial training has been completed or updated, by January 1 of each year, and any other time the President/CEO or designee requests said information. Other training records for all Authorized Users and bona fide employees must be maintained by the Authorized User and provided to the President/CEO or designee upon request.

In addition, all individuals conducting Self-Fueling must be familiar with the requirements of these guidelines and all other related and applicable laws and regulations.

<u>Insurance Requirements</u>
At all times while Self-Fueling, Authorized User shall provide coverage with limits of liability not less than those stated below:

- Aircraft and Aviation Premises Liability – including coverage for owned and non-owned aircraft. Policy shall include bodily injury and property damage coverage. $X,000,000 per occurrence

- Motor Vehicle Liability – including coverage for bodily injury or damage to the property

- of others caused by the operation of an automobile, truck, and/or any other motor vehicle owned/leased/borrowed by the Permittee. $X,000,000 Combined Single Limit

- Environmental/Pollution Liability – including coverage for bodily injury or property damage arising out of the actual or alleged release, dispersal, discharge, etc. of Fuel and other pollutants relating to Permittee's Self-Fueling.
  $X,000,000 per occurrence
  $X,000,000 aggregate

All insurance policies shall be endorsed to include the following additional insureds language: "The Greenville-Spartanburg Airport District shall be named as an additional insured with respect to liability arising out of the use of Airport premises".

The District shall be an additional insured to the full limits of liability purchased by the Authorized User even if those limits of liability are in excess of the limits listed above.

The Authorized User's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

Coverage provided by the Authorized User shall not be limited to the liability assumed under the indemnification provisions of the Self-Fueling Permit.

Each insurance policy shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the District. Such notice shall be sent directly to the President/CEO or designee and shall be sent by electronic mail or by hand delivery.
All insurance must be written by an insurance company authorized to do business in the State of South Carolina.

All certificates and endorsements are to be received and approved by the District before a Self-Fueling Permit is issued. Each insurance policy must be in effect at or prior to the issuance of a permit and shall remain in effect for the duration of the Self-Fueling Permit. Upon Authorized User's failure to maintain the insurance policies or to provide evidence of renewal, the District reserves the right to suspend Self-Fueling privileges or terminate any Self-Fueling Permit.

All insurance certificates shall be sent to the President/CEO or designee. The Self- Fueling Permit number and description shall be noted on the certificate of insurance. The President/CEO or designee reserves the right to require complete, certified copies of all insurance policies at any time.

The President/CEO or designee, whose decision shall be final, may make any modification or variation from the insurance requirements. Such action will not require a formal Permit

amendment but may be made by administrative action.

In addition to the types and amounts of insurance required above, each Authorized User shall at all times maintain all other insurance as the President/CEO or designee may reasonably determine to be necessary for Authorized User's activities. Insurance amounts may increase in the future as determined by the President/CEO or designee.

Indemnification

The Authorized User shall agree to defend, indemnify, and hold harmless the District, its departments and divisions, and its employees, officials, and agents, from any and all claims, liabilities, expenses or lawsuits as a result of the Authorized User's Self-Fueling and related activities, whether said claims, liabilities, expenses or lawsuits arise by the acts or omissions of the Authorized User or his/her agents, or whether by the acts or omissions of third parties. The Authorized User further shall agree to release and discharge the District, its departments and divisions, its agents, officials, and employees, and any and all persons legally responsible for the acts or omissions of the District, from any and all claims which the Authorized User has or may have against the District, its agents, officials, or employees, arising out of or in any way connected with the Authorized User's use of Airport premises.

Disposal

Authorized User shall conduct the lawful, sanitary, and timely handling and disposal of all solid waste, regulated waste, and other materials including, but not limited to, sump fuel, used oil, solvents, and other regulated waste.

Fees

(1) Administration Application Fee: One Administration Application Fee of $1,000 shall be paid at the time of a Self-Fueling application by an applicant for costs associated with the review and processing of the Self-Fueling application, preparation and execution of a Self-Fueling Permit, and any required lease amendment.

(2) Fuel Flowage Fee: Authorized User shall pay the current flowage fee per gallon as determined by the President/CEO or designee. The process and procedures for payment of these fees shall be set forth in the Self-Fueling Permit.

(3) Fuel Throughput Fee: Authorized User shall pay the current Fuel Throughput Fee per gallon as determined by the President/CEO or designee. The process and procedures for payment of these fees shall be set forth in the Self-Fueling Permit.

(4) Fuel Storage Administrative Fee: Authorized User shall pay the current Fuel Storage Administrative Fee per gallon as determined by the President/CEO or designee. The process and procedures for payment of these fees shall be set forth in the Self-Fueling Permit.

(5) FBO Services Bypass Fee: Authorized User shall pay the current FBO Services Bypass Fee

per gallon as determined by the President/CEO or designee. The process and procedures for payment of these fees shall be set forth in the Self-Fueling Permit.

Records and Auditing
Authorized User shall keep true and accurate records of its Self-Fueling operations and comply with the records and audit provisions of the Self-Fueling Permit. Fuel purchasing and dispensing records shall be made available to the President/CEO or designee upon request.

Application for Self-Fueling Permit
(1) Application Processing: Any Based Tenant wishing to perform Self-Fueling must submit an application together with the required fee, on the form provided by the District, to the President/CEO or designee by electronic mail.

The application will be reviewed by the District.

Final approval for Self-Fueling activity and execution of a Self-Fueling Permit rests with the President/CEO or designee, which will not unreasonably withhold, if the requirements of the Authorized User's Lease, Airport Policies, and the Self-Fueling Permit have been met.
(2) Required Documentation: Prior to the delivery and use of Fueling Equipment, an applicant for Self-Fueling shall, at a minimum, submit the following documentation with the above-referenced application:

- A description of Fueling Equipment and method of dispensing Fuel;

- A list of the applicant's bona fide employees who will be conducting Self Fueling, together with any other documentation requested by the President/CEO or designee to verify the employment status of those individuals; and

- Copies of applicable FAA Aircraft Registration Certificates or aircraft lease agreements for the listed aircraft that will be eligible for Self-Fueling.

If either or both of the above-mentioned Fueling Equipment or aircraft are registered in the name of a corporation, limited liability company, limited partnership, or general partnership, one of the following will be provided:

- If registered in the name of a corporation, a copy of the Articles of Incorporation as filed with the State of South Carolina;

- If registered in the name of a limited liability company, a copy of the Articles of Organization filed with the State of South Carolina;

- If registered in the name of a limited partnership, a copy of the Certificate of Limited

- Partnership filed with the State of South Carolina; or

- If registered in the name of a general partnership, a copy of the written partnership agreement.

After the Permit is issued, but prior to any aircraft fueling, an applicant shall submit the following documentation to the President/CEO or designee to obtain authorization to conduct Self-Fueling activities:

- An original copy of a Certificate of Insurance, in the types and amounts outlined in the Self-Fueling Permit and the Authorized User's lease, naming the District as an additional named insured;

- Certification of training completion for each individual who will be conducting Self-Fueling; and

- A copy of the proof of ownership documentation for any applicable Fueling Equipment.

- (3) Application Denial: The District may deny an application for reasons including but not limited to the following:
-

  - The application is incomplete or does not meet the requirements of these guidelines;

  - The proposed activities are likely to create a safety hazard or impede operations at the Airport;

  - The activities will require the District to expend funds, or to supply labor or materials as a result of the applicant's activities;

  - The applicant or any of its principals has knowingly made any false or misleading statements in the course of applying for this or any previously sought Self-Fueling Permit;

  - The applicant or any of its principals has a prior record of violating federal, state, or local laws including those of the District or FAA, or is in default of payments due and owing to the District;

  - The applicant has a history in the prior twenty-four (24) months of failing to make timely payments to the District;

  - The applicant has not submitted or is unable to submit appropriate documentation supporting the proposed activity; or

- The proposed Self-Fueling location would be inconsistent with the District's plans for development of the Airport.

Approvals

Authorized User shall obtain and maintain in force and effect, at Authorized User's sole cost, all permits, licenses, and similar authorizations for all Self-Fueling activity, as required by any governmental authority having jurisdiction over such activity or the siting of any Fueling Equipment. Authorized User's failure to maintain such permits, licenses, and similar authorizations shall not relieve Authorized User from the performance of its obligations under the Self-Fueling Permit.

Suspension or Termination of the Self-Fueling Permit

The Self-Fueling Permit is subject to suspension and termination as set forth in the Self Fueling Permit. Upon termination of the Self-Fueling Permit, all Fueling Equipment must be, at Authorized User's sole cost, removed in compliance with all applicable laws and regulations.

A Self-Fueling Permit is subject to immediate suspension or revocation for any serious or repeated violation of any terms of the Permit, without limitation:
Failure to make payments in the amounts and at the times specified in the Permit;

- Operation of any unauthorized commercial aviation activity, selling or attempting to sell fuel to any entity, or fueling of any aircraft other than the Authorized User's authorized aircraft;

- Serious or repeated violations of any safety or environmental procedure specifically enumerated in the Self-Fueling Permit, the guidelines, the Airport Policies, or any applicable federal, state, county or local law, or standards;

- Failure to comply with any federal, state, local laws or ordinances, or Airport Policies;

- Discontinuance of Self-Fueling for a period of sixty (60) days;

- Lapse of any form of required insurance; or

- Failure to report timely and accurate records.

Appeal Process

The applicant shall have the ability to appeal the denial of the application by the President/CEO or designee, and the Authorized User shall have the ability to appeal the suspension or revocation of a Self-Fueling Permit or any other action taken against said permit, subject to the following provisions:

- The appellant must provide written notice of appeal to the President/CEO or designee within ten (10) business days of said denial, suspension, or revocation;

- The notice of appeal will be forwarded to the Airport Commission who will hold a due process hearing to consider the appeal;

- The appellant will have the right to be represented by counsel at said hearing and to call and cross examine witnesses;

- The appellant shall be present at the hearing to justify the appeal. If the appellant is not present, the District's denial, suspension, revocation, or any other action being appealed shall remain unchanged;

- The decision of the Airport Commission shall be final.

Conflicting Regulations

Where a conflict exists between any of the regulations, limitations, or restrictions prescribed or adopted hereunder or with a provision of the zoning, building, safety, fire, health or other ordinances, the higher standard and more stringent limitation or requirement for the promotion and protection of the health and safety of the people shall govern and prevail as determined by the Airport Commission. The definition of conflicting regulations shall include laws, ordinances, regulations, contracts and agreements.

Assignment

Authorized User shall not assign any of its rights or obligations under a Self-Fueling Permit. Any attempt to assign, sell, transfer or encumber the Self-Fueling Permit shall be void ab initio and grounds for immediate termination of the Self-Fueling Permit.

Non-Exclusive Rights

Nothing contained in a Self- Fueling Permit shall be construed to grant or authorize the granting of an exclusive right within the meaning of 49 U.S.C. §40103(e). Self- Fueling Permits are non-exclusive and nothing herein shall prohibit the District from permitting other users to enter into similar arrangements with the District, and the District expressly reserves the right to do so.

Environmental Responsibility and Compliance

Authorized User shall comply with all Environmental Laws in its performance of Self-Fueling and activities on the Airport.

If an Authorized User is deemed to be a generator of hazardous waste, as defined by Environmental Law, Authorized User shall obtain an EPA identification number and the appropriate generator permit and shall comply with all Environmental Laws imposed upon a generator of hazardous waste including, but not limited to, ensuring that the appropriate

transportation and disposal of such materials are conducted in full compliance with Environmental Law.

Authorized User shall notify the Greenville-Spartanburg International Airport Fire Department and the President/CEO or designee immediately of (a) any Fuel leakage or spill of two (2) gallons or greater or (b) spill of Hazardous Materials. Permittee shall provide a written fuel and oil spill report to the President/CEO or designee of any fuel leakage or spill of one (1) gallon or greater within seventy-two (72) hours of the occurrence or in the event any substance enters into a storm drain system. Authorized User will use approved forms provided by the District. Authorized User shall immediately clean up any spill or leak of any Fuel or Hazardous Material.

If the District receives a notice from any governmental authority asserting a violation by Authorized User of any Environmental Law, or if the District otherwise has reasonable grounds upon which to believe that such a violation has occurred, the District shall have the right, but not the obligation, to enter the area designated for Authorized User's Self-Fueling, and perform environmental site assessments for the purpose of determining whether there exists any environmental condition that could result in any liability, cost or expense to the District. If Authorized User receives a Notice of Violation or similar enforcement action or notice of noncompliance, Authorized User shall provide a copy of same to the District within three (3) days of receipt by Authorized User.

Upon any expiration or termination of a Self-Fueling Permit, Authorized User shall demonstrate to the District's reasonable satisfaction that Authorized User has removed any Hazardous Materials and is in compliance with applicable Environmental Laws. Such demonstration may include, but is not limited to, independent analysis and testing to the extent that facts and circumstances warrant analysis and testing. Authorized User shall bear all costs and responsibility for the required clean up, and shall hold the District harmless therefrom.

Severability

If any of the terms, rules, regulations or restrictions in these guidelines are ruled invalid or unenforceable by any court or agency of competent jurisdiction, then the remaining terms, rules, regulations or restrictions shall remain in full force and effect.

Subordination

Any rights herein granted to the Authorized User are subject and subordinate and/or junior to any rights of the Federal Government concerning the District's ownership, management, and operation of the Airport including, but not limited to, any rights accruing to the Federal Government as a condition of federally assisted grant programs accepted by the District.

Term of Permit

The term of a Self-Fueling Permit issued hereunder shall be for one (1) year in duration and renewable thereafter on an annual basis.

Revisions of Self-Fueling Guidelines

Minimum Standards
Section 21 – Self-Fueling

The District reserves the right to add, change, modify or delete any guidelines as necessary.

Appendix 1

Minimum Insurance Policy Limits for SASO's

Type of Insurance	Minimum Limits	When Needed
Aircraft Liability	Risk Analysis	Owned or leased aircraft
Workers' Compensation	Statutory	Statutory
Non-owned Aircraft	Risk Analysis	flying non-owned aircraft
Airport Premises Liability	Risk Analysis	Airport premises are leased by tenant
Products & Completed Ops	Risk Analysis	Aircraft repair or service fuel and oil sales, aircraft sales, avionics repair, aircraft parts sales, and manufacturing.
Builder Risk	Risk Analysis	Construction projects
General Liability Including Contractual Liability	Risk Analysis	Hold harmless and indemnification agreement is includes in a lease.
Hangar Keepers Liability	Risk Analysis	Non-owned aircraft are in the care, custody or control of the tenant while on the ground
Property Insurance	Replacement Value	Covers physical damage of lease hold premises damage to premises leased from the airport.
Automobile Liability	Statutory minimum	Owned and non-owned licensed vehicles are driven on the airport premises.
Environmental	Risk Analysis	Investigate State and Federal

Each SASO shall maintain the types and amounts of insurance as specified in the lease or agreement to adequately cover the respective categories of aeronautical services provided and to meet all District insurance requirements. Each SASO shall at all times maintain the following applicable types of insurance reflecting minimum coverages of $5,000,000.00 per occurrence: commercial general liability, personal injury, contractual liability, automotive liability, aircraft liability, hangar keeper's liability, products-completed operations liability, and environmental clean-up liability insurance.

Each SASO shall maintain at all times fire and extended property coverage for all improvements and fixtures on SASO premises in an amount not less than the full replacement cost of same improvements and fixtures. In addition, each SASO shall maintain at all times the amount of workman's compensation insurance as required by State law. All insurance standards are minimums only and actual requirements may be adjusted by the District according to the scope of services provided by a SASO.

Each SASO shall provide the District with a certificate of insurance annually. All insurance policies shall contain indemnification and hold harmless language that covers the District,

Airport and its employees, as additional insured with respect to liability arising from activities performed by or on behalf of the SASO.

Appendix 2

Minimum Requirements for a Business Plan:

1. List all services that are proposed to be offered.
2. Details on the amount of land desired to lease.
3. Building space that will be constructed or leased.
4. Number of aircraft that will be provided.
5. Equipment and special tooling to be provided.
6. Number of persons to be employed.
7. Short resume for each of the owners and financial backers.
8. Short resume of the manager of the business (if different from "7" above) including this person's experience and background in managing a business of this nature.
9. Periods (days and hours) of proposed operation.
10. Amounts and types of insurance coverage to be maintained (see requirements in Minimum Standards).
11. Evidence of the projections for the first year and the succeeding four (4) years.
12. Methods to be used to attract new business (advertising and incentives).
13. Amenities to be provided to attract business.
14. Plans for physical expansion, if business should warrant such expansion.

GSP INTERNATIONAL AIRPORT
ROGER MILLIKEN FIELD

MEMORANDUM

TO: Members of the Airport Commission

FROM: Kevin E. Howell, President/CEO

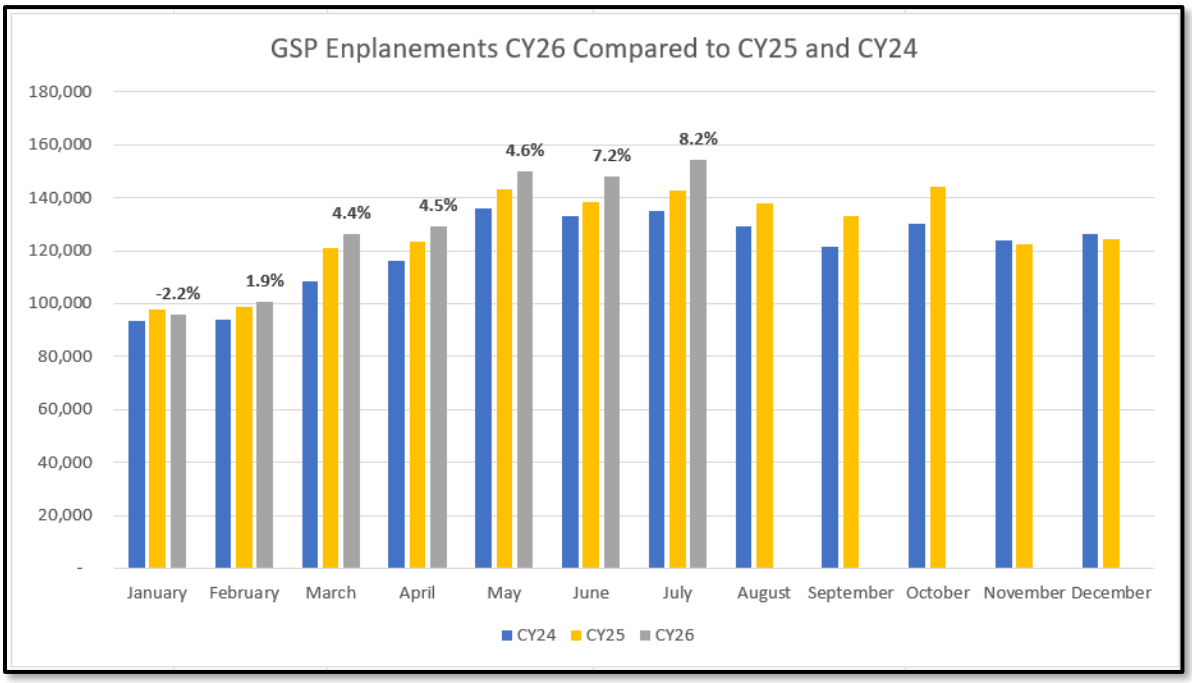
DATE: September 21, 2026

ITEM DESCRIPTION – Information Section Item A

July 2026 - Traffic Report

SUMMARY

For July 2026, passenger traffic was up **8.3%**. Seat capacity increased **5.8%**. Passenger load factors were up **2.4%** at an average of **82.2%** over July 2025. Below is a comparison of our passenger enplanement numbers for FY2026 versus FY2025:



2000 GSP Drive, Suite 1 ● Greer, SC 29651 ● Phone: 864.877.7426 ● Fax: 864.848.6225
www.gspairport.com

Cargo volume experienced a decrease of **14.4%** for July 2026 versus July 2025. Our fuel volumes experienced a decrease of **1.1%** for July 2026 versus July 2025.

Attached are copies of the detailed traffic report for July 2026.

Providing a look forward into service levels for **October** is a schedule comparison for the month versus the same month last year, including flights and seats by airline and non-stop markets served. Currently, in the schedules, GSP flights are up 6.5%, and seats are up 11.0%.

Schedule Monthly Summary Report for Passenger (Air - All) flights from GSP for travel October 2026 vs. October 2025

All flights, seats, and ASMs given are per month.

Travel Period		Oct 2026		Oct 2025		Diff		Percent Diff	
Mkt Al	Dest	Flights	Seats	Flights	Seats	Flights	Seats	Flights	Seats
AA	CLT	264	19,234	258	17,996	6	1,238	2.3%	6.9%
AA	DCA	89	5,851	90	5,949	(1)	(98)	(1.1%)	(1.6%)
AA	DFW	119	14,996	109	14,332	10	664	9.2%	4.6%
AA	LGA	82	5,979	84	5,537	(2)	442	(2.4%)	8.0%
AA	MIA	53	4,176	57	4,332	(4)	(156)	(7.0%)	(3.6%)
AA	ORD	96	6,911	86	5,865	10	1,046	11.6%	17.8%
AA	PHL	107	6,546	110	6,436	(3)	110	(2.7%)	1.7%
DL	ATL	224	31,934	254	35,131	(30)	(3,197)	(11.8%)	(9.1%)
DL	BOS	0	0	2	218	(2)	(218)	(100.0%)	(100.0%)
DL	DTW	87	7,463	83	7,341	4	122	4.8%	1.7%
DL	LGA	110	8,360	116	8,330	(6)	30	(5.2%)	0.4%
G4	FLL	18	3,340	0	0	18	3,340		
G4	PIE	9	1,568	9	1,636	0	(68)	0.0%	(4.2%)
G4	SFB	11	2,060	13	2,426	(2)	(366)	(15.4%)	(15.1%)
G4	SRQ	9	1,620	9	1,620	0	0	0.0%	0.0%
MX	BDL	3	411	9	1,233	(6)	(822)	(66.7%)	(66.7%)
MX	CMH	9	1,233	0	0	9	1,233		
MX	CVG	6	822	0	0	6	822		
MX	FLL	11	1,507	0	0	11	1,507		
MX	LAX	0	0	9	1,233	(9)	(1,233)	(100.0%)	(100.0%)
MX	MCO	18	2,466	9	1,233	9	1,233	100.0%	100.0%
MX	PIT	11	1,507	9	1,233	2	274	22.2%	22.2%
MX	PVD	13	1,781	9	1,233	4	548	44.4%	44.4%
MX	RSW	10	1,370	9	1,233	1	137	11.1%	11.1%
MX	TPA	31	4,247	9	1,233	22	3,014	244.4%	244.4%
UA	DEN	31	4,650	31	4,050	0	600	0.0%	14.8%
UA	EWR	106	7,432	82	5,920	24	1,512	29.3%	25.5%
UA	IAD	66	3,404	62	3,100	4	304	6.5%	9.8%
UA	IAH	57	4,116	58	4,240	(1)	(124)	(1.7%)	(2.9%)
UA	ORD	124	8,836	113	6,962	11	1,874	9.7%	26.9%
WN	BNA	92	13,288	31	4,465	61	8,823	196.8%	197.6%
WN	BWI	62	8,852	58	8,358	4	494	6.9%	5.9%
WN	HOU	0	0	31	4,593	(31)	(4,593)	(100.0%)	(100.0%)
XP	HVN	9	1,701	9	1,661	0	40	0.0%	2.4%
	TOTAL	1,937	187,661	1,818	169,129	119	18,532	6.5%	11.0%

Attachments

Monthly Traffic Report (Combined)
Greenville-Spartanburg International Airport
July 2026

Category	Jul 2026	Jul 2025	Percentage Change	*CYTD-2026	*CYTD-2025	Percentage Change	*MOV12-2026	*MOV12-2025	Percentage Change
Passenger Traffic									
Enplaned	154,336	142,625	8.2%	904,597	865,600	4.5%	1,566,626	1,497,053	4.6%
Deplaned	155,253	143,357	8.3%	903,681	861,660	4.9%	1,558,013	1,486,497	4.8%
Total	**309,589**	**285,982**	**8.3%**	**1,808,278**	**1,727,260**	**4.7%**	**3,124,639**	**2,983,550**	**4.7%**
Cargo Traffic (Pounds)									
Express and Mail									
Enplaned	838,244	911,941	-8.1%	5,288,698	5,392,792	-1.9%	9,024,842	8,932,440	1.0%
Deplaned	1,178,913	1,140,230	3.4%	6,999,138	6,883,524	1.7%	11,955,775	12,076,089	-1.0%
Subtotal	**2,017,157**	**2,052,171**	**-1.7%**	**12,287,836**	**12,276,316**	**0.1%**	**20,980,617**	**21,008,529**	**-0.1%**
Freight									
Enplaned	2,538,277	3,047,889	-16.7%	17,564,220	34,816,102	-49.6%	32,408,492	51,264,491	-36.8%
Deplaned	4,434,239	5,402,518	-17.9%	37,644,709	34,640,970	8.7%	61,559,799	60,281,602	2.1%
Subtotal	**6,972,516**	**8,450,407**	**-17.5%**	**55,208,929**	**69,457,072**	**-20.5%**	**93,968,291**	**111,546,093**	**-15.8%**
Total	**8,989,673**	**10,502,578**	**-14.4%**	**67,496,765**	**81,733,388**	**-17.4%**	**114,948,908**	**132,554,622**	**-13.3%**

***CYTD = Calendar Year to Date and *Mov12 = Moving Twelve Months.**

Category	Jul 2026	Jul 2025	Percentage Change	*CYTD-2026	*CYTD-2025	Percentage Change	*MOV12-2026	*MOV12-2025	Percentage Change
Aircraft Operations									
Airlines	3,337	3,133	6.5%	20,841	21,186	-1.6%	36,050	36,667	-1.7%
Commuter/Air Taxi	1,064	1,010	5.3%	6,597	5,320	24.0%	11,294	8,559	32.0%
Subtotal	**4,401**	**4,143**	**6.2%**	**27,438**	**26,506**	**3.5%**	**47,344**	**45,226**	**4.7%**
General Av.	1,091	1,246	-12.4%	8,189	8,708	-6.0%	14,317	14,583	-1.8%
Military	189	410	-53.9%	1,530	1,993	-23.2%	2,754	3,201	-14.0%
Subtotal	**1,280**	**1,656**	**-22.7%**	**9,719**	**10,701**	**-9.2%**	**17,071**	**17,784**	**-4.0%**
Total	**5,681**	**5,799**	**-2.0%**	**37,157**	**37,207**	**-0.1%**	**64,415**	**63,010**	**2.2%**
Fuel Gallons									
General Aviation									
100LL	1,984	2,960	-33.0%	19,593	21,646	-9.5%	34,682	35,240	-1.6%
Jet A Retail	129,082	86,855	48.6%	833,674	574,971	45.0%	1,257,819	1,061,566	18.5%
Jet A Contract	34,025	56,878	-40.2%	343,613	416,020	-17.4%	689,320	699,371	-1.4%
Jet A Gov.	9,736	12,955	-24.8%	100,726	99,062	1.7%	316,724	173,576	82.5%
Subtotal	**174,827**	**159,648**	**9.5%**	**1,297,606**	**1,111,699**	**16.7%**	**2,298,545**	**1,969,753**	**16.7%**
Commercial Aviation									
Jet A Scheduled	1,744,913	1,591,214	9.7%	10,509,652	9,585,987	9.6%	17,963,847	16,000,529	12.3%
Jet A Program Charter	290,034	464,287	-37.5%	2,183,961	3,277,267	-33.4%	4,409,972	5,311,027	-17.0%
Jet A Ad Hoc Charter	18,630	37,826	-50.7%	707,698	640,218	10.5%	878,804	715,301	22.9%
Subtotal	**2,053,577**	**2,093,327**	**-1.9%**	**13,401,311**	**13,503,472**	**-0.8%**	**23,252,623**	**22,026,857**	**5.6%**
Total	**2,228,404**	**2,252,975**	**-1.1%**	**14,698,917**	**14,615,171**	**0.6%**	**25,551,168**	**23,996,610**	**6.5%**

***CYTD = Calendar Year to Date and *Mov12 = Moving Twelve Months.**

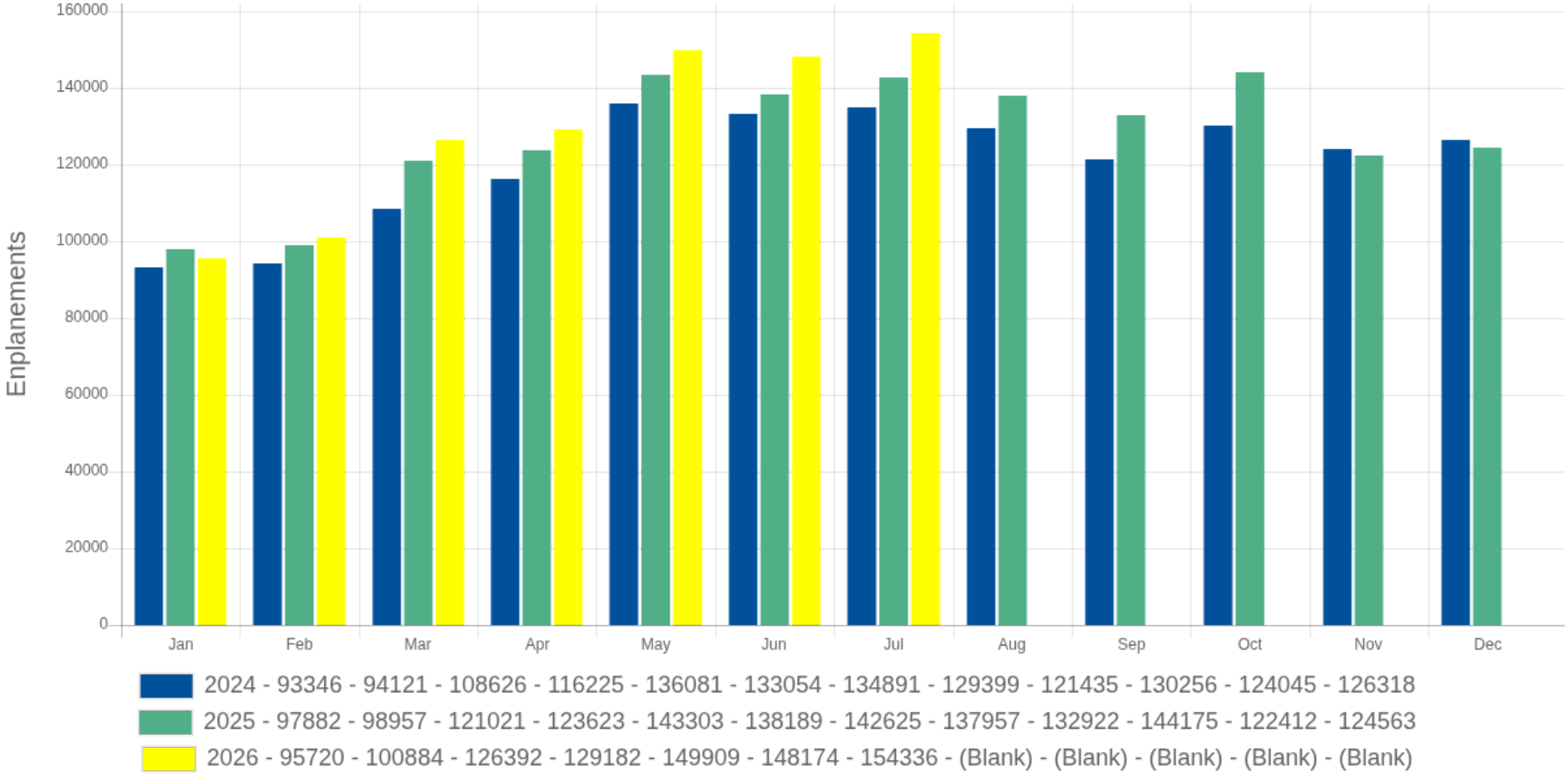
Scheduled Airline Enplanements, Seats, and Load Factors (Combined)
Greenville-Spartanburg International Airport
July 2026

	Jul 2026	Jul 2025	Percentage Change	*CYTD-2026	*CYTD-2025	Percentage Change
Delta Air Lines						
Enplanements	44,031	42,424	3.8%	264,921	258,106	2.6%
Seats	49,652	49,047	1.2%	314,500	299,962	4.8%
Load Factor	88.7%	86.5%	2.5%	84.2%	86.0%	-2.1%
Allegiant Air						
Enplanements	10,656	6,096	74.8%	48,080	32,886	46.2%
Seats	12,146	7,462	62.8%	59,087	44,502	32.8%
Load Factor	87.7%	81.7%	7.4%	81.4%	73.9%	10.1%
American Airlines						
Enplanements	46,901	49,401	-5.1%	308,690	324,502	-4.9%
Seats	59,060	62,158	-5.0%	399,157	416,563	-4.2%
Load Factor	79.4%	79.5%	-0.1%	77.3%	77.9%	-0.7%
United Airlines						
Enplanements	23,057	22,460	2.7%	132,098	128,341	2.9%
Seats	26,332	26,750	-1.6%	156,446	151,362	3.4%
Load Factor	87.6%	84.0%	4.3%	84.4%	84.8%	-0.4%
Southwest Airlines						
Enplanements	17,306	13,950	24.1%	98,580	86,010	14.6%
Seats	22,771	19,757	15.3%	139,288	127,024	9.7%
Load Factor	76.0%	70.6%	7.6%	70.8%	67.7%	4.5%

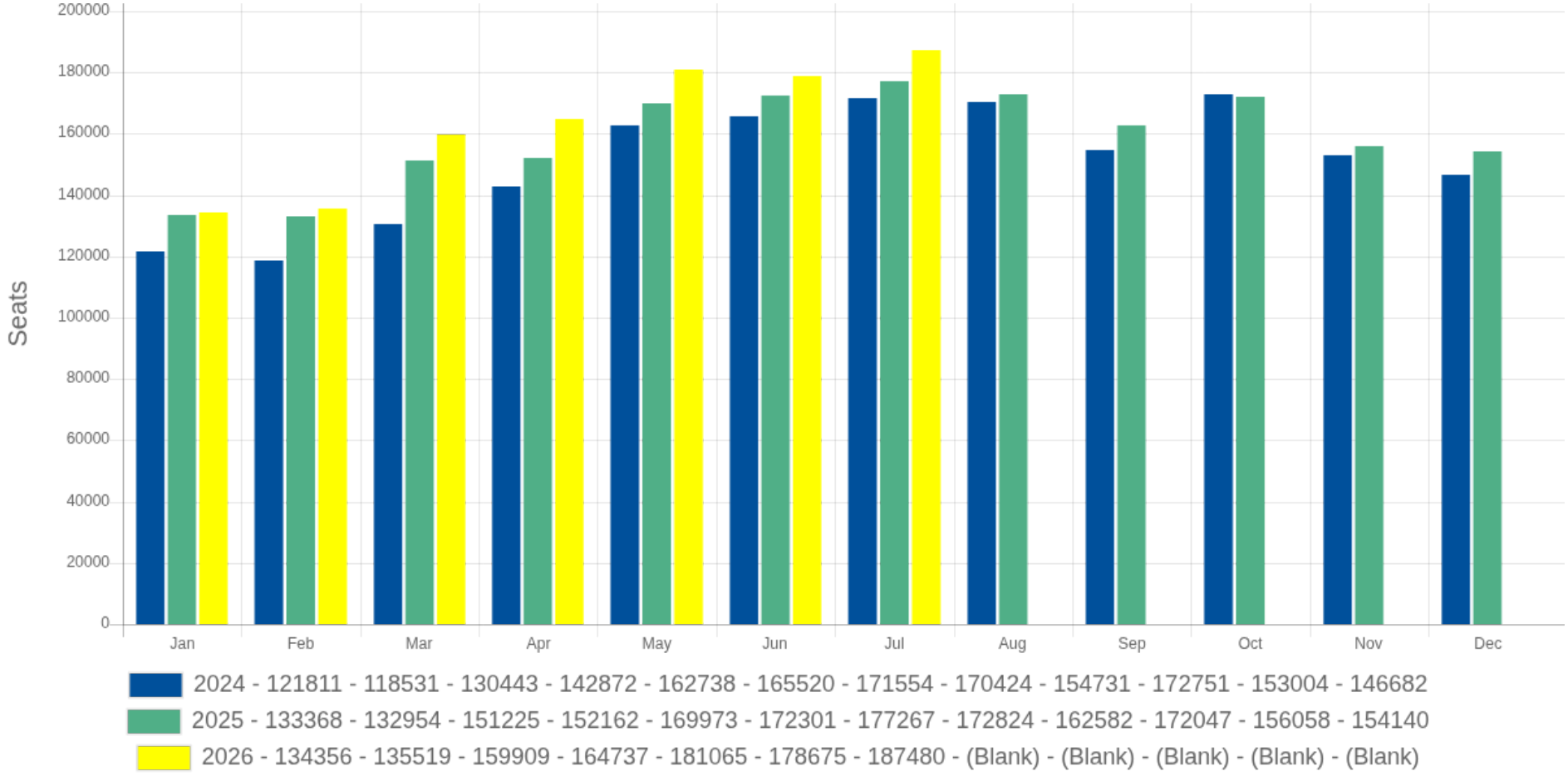
	Jul 2026	Jul 2025	Percentage Change	*CYTD-2026	*CYTD-2025	Percentage Change
Breeze Airways						
Enplanements	10,702	6,840	56.5%	41,323	26,506	55.9%
Seats	15,863	10,686	48.4%	62,748	42,109	49.0%
Load Factor	67.5%	64.0%	5.4%	65.9%	62.9%	4.6%
Avelo						
Enplanements	1,516	1,244	21.9%	8,413	6,430	30.8%
Seats	1,656	1,407	17.7%	10,515	7,728	36.1%
Load Factor	91.5%	88.4%	3.5%	80.0%	83.2%	-3.8%
Totals						
Enplanements	154,169	142,415	8.3%	902,105	862,781	4.6%
Seats	187,480	177,267	5.8%	1,141,741	1,089,250	4.8%
Load Factor	82.2%	80.3%	2.4%	79.0%	79.2%	-0.2%

***CYTD = Calendar Year to Date and *Mov12 = Moving Twelve Months.**

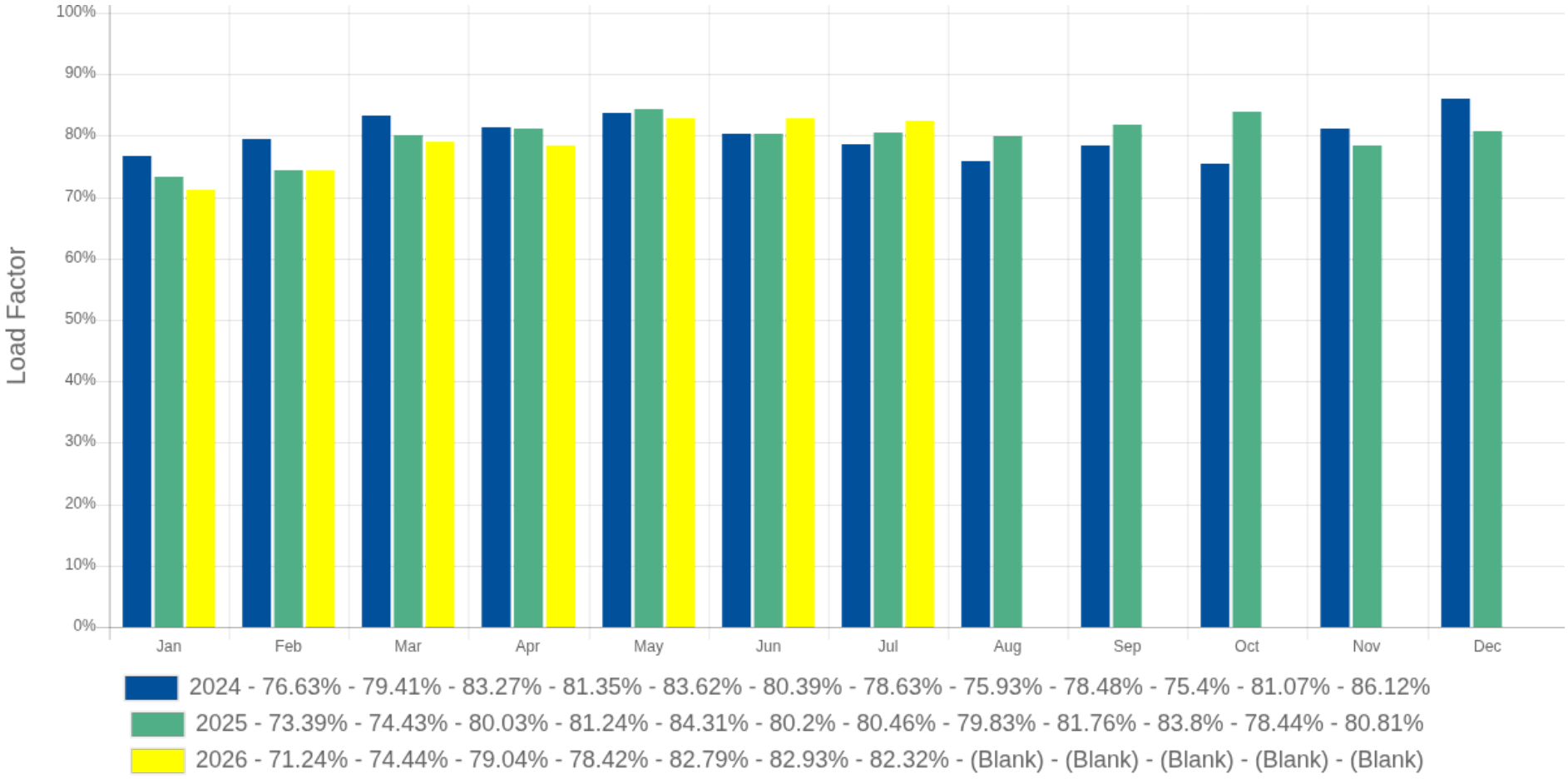
Monthly Enplanements By Year (Combined)
Greenville-Spartanburg International Airport
Report Period From January 2024 Through July 2026



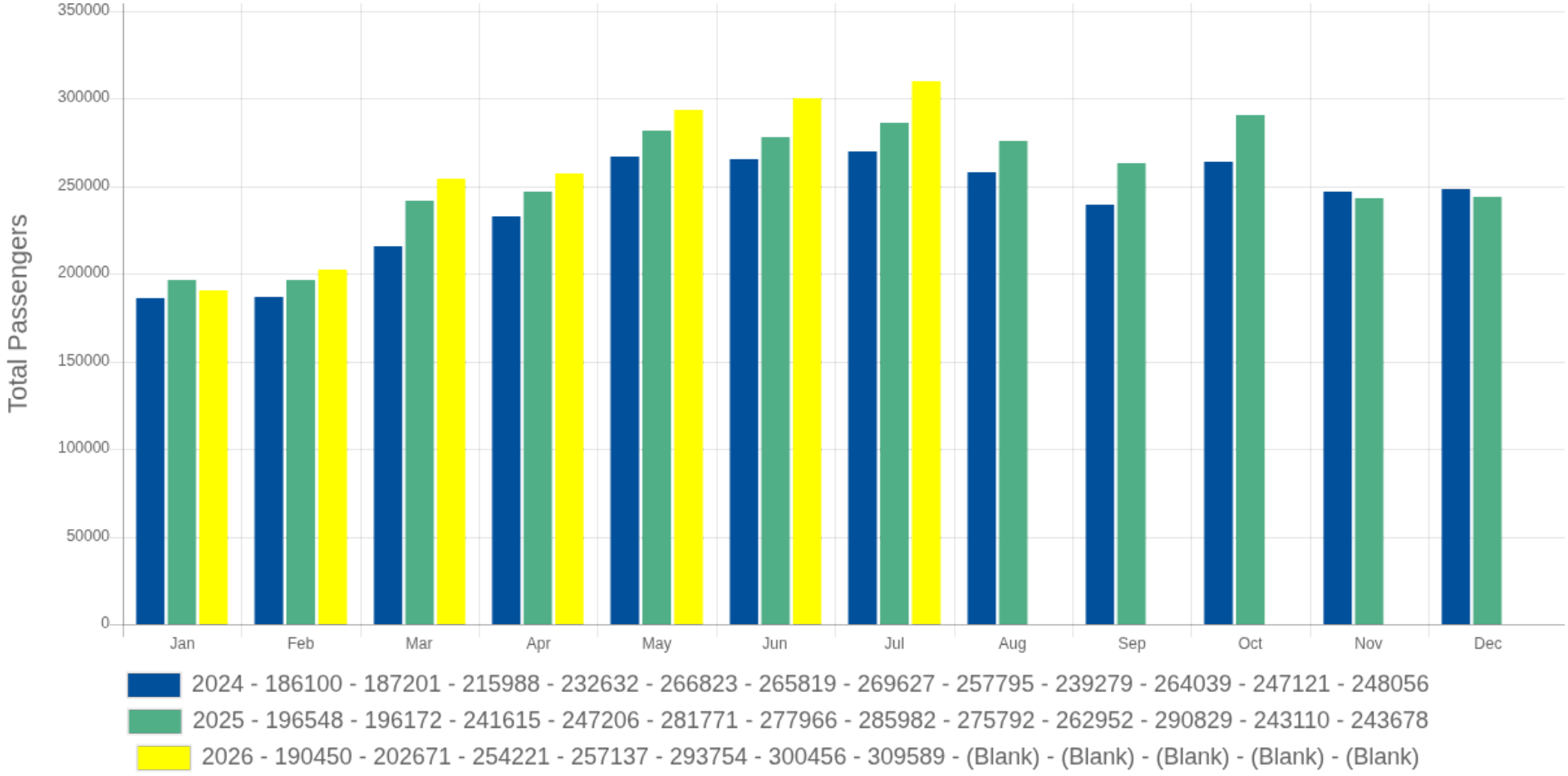
Monthly Seats By Year (Combined)
Greenville-Spartanburg International Airport
Report Period From January 2024 Through July 2026



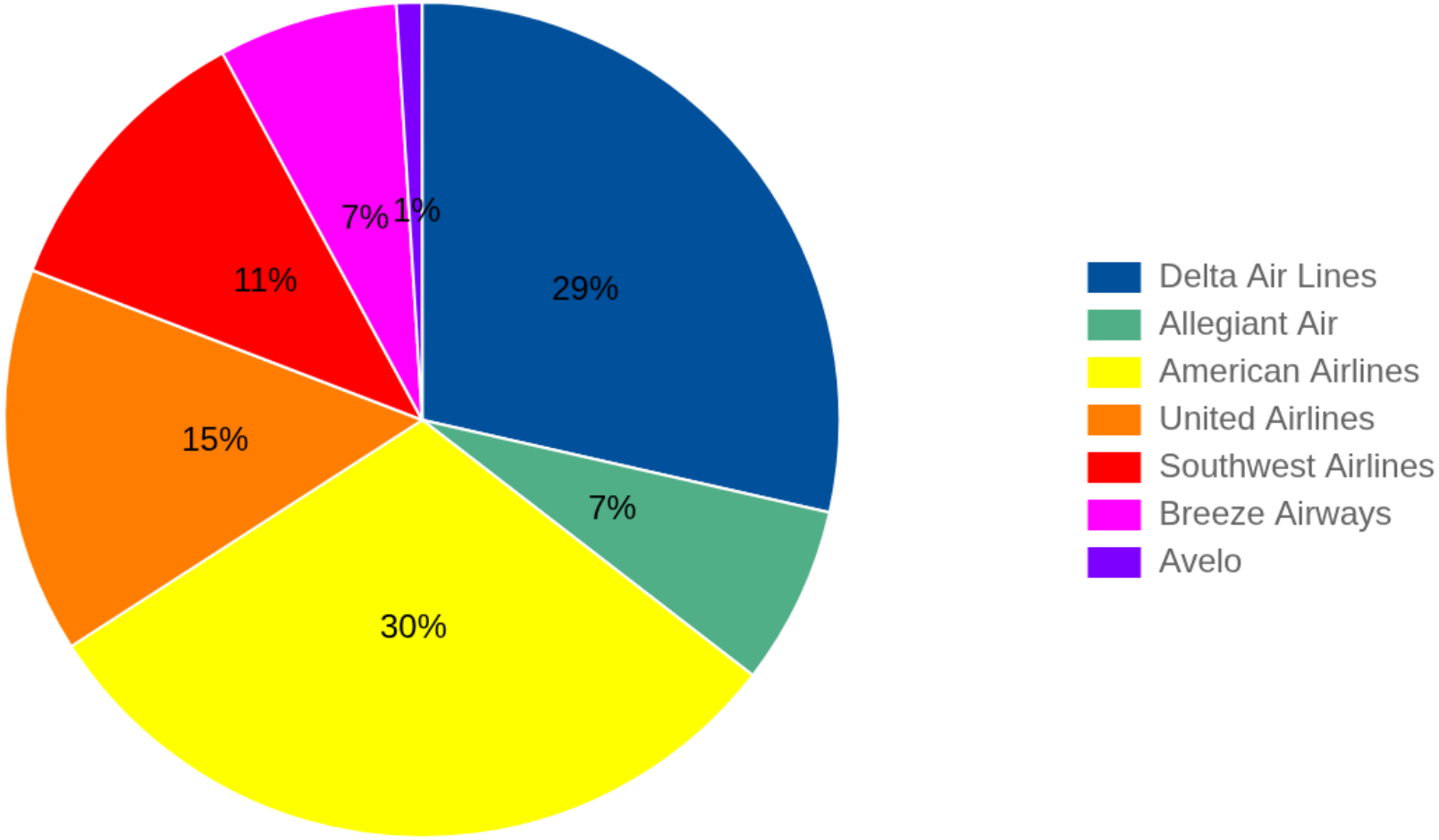
Monthly Load Factors By Year (Combined)
Greenville-Spartanburg International Airport
Report Period From January 2024 Through July 2026



Total Monthly Passengers By Year (Combined)
Greenville-Spartanburg International Airport
Report Period From January 2024 Through July 2026



Scheduled Airline Market Shares (Enplanements - Combined)
Greenville-Spartanburg International Airport
Report Period From January 2024 Through July 2026



Airline Flight Completions (Combined)
Greenville-Spartanburg International Airport
July 2026

Airline	Scheduled Flights	Cancellations Due To				Total Cancellations	Completed Flights (%)
		Field	Mechanical	Weather	Other		
Aeronaves TSM	13	0	0	0	0	0	100.0%
Air Atlanta Icelandic	9	0	0	0	0	0	100.0%
Allegiant Air	65	0	0	0	0	0	100.0%
Alpine Air Express	8	0	0	0	0	0	100.0%
American Airlines	811	0	0	28	0	28	98.3%
Ameristar Jet Charter	1	0	0	0	0	0	100.0%
Atlas Air	4	0	0	0	0	0	100.0%
Avelo	9	0	0	0	0	0	100.0%
Berry Aviation	3	0	0	0	0	0	100.0%
Breeze Airways	116	0	0	0	0	0	100.0%
Delta Air Lines	452	0	0	22	6	28	98.0%
Everts Air Cargo	0	0	0	0	0	0	-
Federal Express	22	0	0	0	0	0	100.0%
Freight Runners Express	1	0	0	0	0	0	100.0%
IFL Group	5	0	0	0	0	0	100.0%
Kolo Canyons Air Service	1	0	0	0	0	0	100.0%
Mountain Air Car	18	0	0	0	0	0	100.0%
Priority Air Cargo	3	0	0	0	0	0	100.0%
Royal Air Freight	2	0	0	0	0	0	100.0%
Sonrise Aviation	2	0	0	0	0	0	100.0%
Southwest Airlines	159	0	0	0	0	0	100.0%
Sun Country Airlines	2	0	0	0	0	0	100.0%
United Airlines	357	0	0	0	0	0	100.0%
UPS	37	0	0	0	0	0	100.0%

Total	**2,100**	**0**	**0**	**50**	**6**	**56**	**99.0%**

GSP INTERNATIONAL AIRPORT
ROGER MILLIKEN FIELD

MEMORANDUM

TO: Members of the Airport Commission

FROM: Thomas Brooks, VP/Chief Finance Officer

DATE: September 21, 2026

ITEM DESCRIPTION – Information Section Item B

July 2026 – Monthly Financial Report

SUMMARY

Attached is a copy of the detailed financial report for July 2026.

Operating Revenue was down by **0.9%** when compared to the budget for July 2026. Operating Expense was down by **11.87%** when compared to the budgeted amount for the same period. Net operating income was up by **35.2%** when compared to the July 2026 budget. For the period ending July 2026, which represents one (1) month of the fiscal year, a total of **$2,305,504** has been returned to the bottom line in operating income.

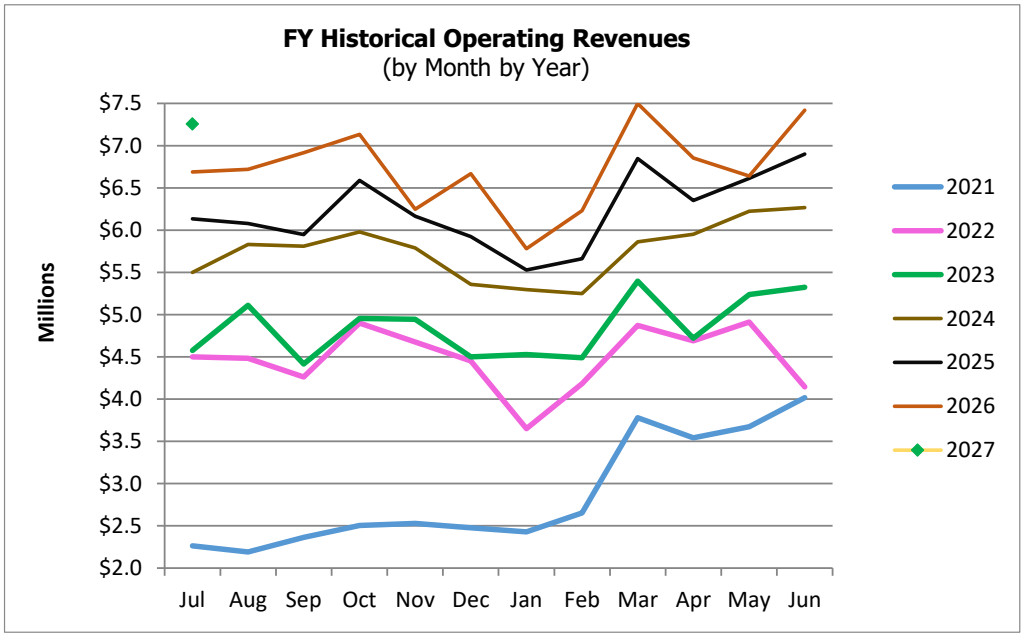
Please recognize that this is a preliminary report, unaudited, and only represents one *month* of activity.

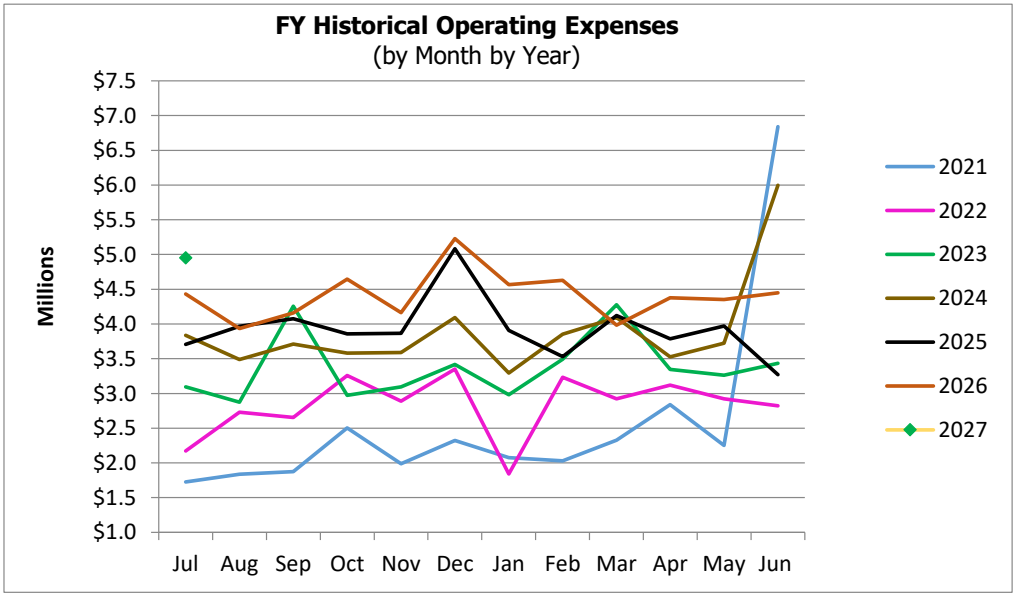
July 31, 2026 FINANCIAL STATEMENT PACKAGE

GREENVILLE SPARTANBURG AIRPORT DISTRICT
STATEMENT OF NET POSITION

	Current FY 7/31/2026	Prior FY 07/31/2025	
Assets			
Cash Accounts - Unrestricted	60,153,055	59,753,041	
Cash Accounts - Restricted	49,348,531	29,572,113	(aa)
Investments - Unrestricted	43,818,020	29,560,160	
Investments - Restricted (Bonds)	4,182,195	24,933,810	(aa)
Bond Trustee Assets	8,226,177	8,403,082	(aa)
Accounts Receivable	6,068,243	4,813,295	(bb)
Less: Reserve for Doubtful Accounts	(149,500)	(149,500)	
Net Accounts Receivable	**5,918,743**	**4,663,795**	
Leases Receivable	80,283,684	32,572,803	(cc)
Inventory	225,782	234,365	
Prepaid Insurance	1,194,953	1,120,132	
Lease Assets	2,619,127	1,714,909	
Less: Accumulated Amortization	(1,879,667)	(1,266,423)	
Net Lease Assets	**739,460**	**448,485**	(cc)
Property, Plant & Equipment (PP&E)	741,529,063	687,277,759	
Less: Accumulated Depreciation	(273,755,143)	(252,588,468)	
Net PP&E	**467,773,920**	**434,689,291**	
TOTAL ASSETS	**721,864,521**	**625,951,078**	
PLUS: Deferred Outflows of Resources			
Deferred Pension, OPEB & Leases	7,106,870	8,480,177	
TOTAL DEFERRED OUTFLOWS OF RESOURCES	**7,106,870**	**8,480,177**	
LESS: Liabilities			
Accounts Payable	4,814,575	5,425,486	(dd)
Long Term Debt	128,216,102	131,486,446	(aa)
SCRS Pension Liability	23,948,697	27,140,967	
Benefit Liability	4,761,796	4,815,360	
Lease Liabilities	781,365	446,324	(cc)
TOTAL LIABILITIES	**162,522,535**	**169,314,583**	
LESS: Deferred Inflows of Resources			
Deferred Revenues	**78,584,952**	**31,173,170**	
TOTAL DEFERRED INFLOWS OF RESOURCES	**78,584,952**	**31,173,170**	
NET POSITION			
Invested in Capital Assets, Net of Related Debt	339,515,913	303,205,007	
Restricted			
Held By Trustee	8,226,177	8,403,082	(aa)
Contract Facility Charge	11,061,789	16,822,486	
Passenger Facility Charges	12,977,446	6,904,177	
Restricted for Capital Improvement	30,837,885	32,707,645	(aa)
Total Restricted:	63,103,297	64,837,391	
Unrestricted	85,244,693	65,901,105	
TOTAL NET POSITION	**487,863,904**	**433,943,502**	

GREENVILLE SPARTANBURG AIRPORT DISTRICT
REVENUES AND EXPENSES TREND GRAPHS





Note: The historical spike in June operating expenses is largely attributable to year-end adjustments, Pension Expense being the most significant item.

Greenville–Spartanburg Airport District
GSP P&L Simplified for Monthly Financials

	<----------FISCAL YEAR TO DATE---------->					
	July 31, 2026 Actual	**July 31, 2026 Budget**	**Actual-Budget**	**% Change**	**July 31, 2025 Prior YTD**	
Operating Revenue						
Landing Area:						
Landing Fees	424,543	447,156	(22,613)	(5.1) %	396,820	
Aircraft Parking Fees	41,378	46,272	(4,894)	(10.6) %	60,415	
Subtotal Landing Area	465,921	493,428	(27,507)	(5.6) %	457,235	(a)
Space and Ground Rentals	1,752,763	1,759,904	(7,141)	(0.4) %	1,535,963	
Auto Parking	2,263,818	2,259,324	4,494	0.2 %	2,075,617	
Commercial Ground Transportation	137,753	127,002	10,752	8.5 %	128,731	
Concessions:						
Advertising	61,333	51,137	10,196	19.9 %	48,702	
Food & Beverage	40,381	38,122	2,259	5.9 %	40,997	
Rental Car	561,807	512,116	49,690	9.7 %	499,215	(b)
Retail	96,279	90,730	5,549	6.1 %	87,368	
Retail - Automated	21,868	16,839	5,029	29.9 %	14,099	
Subtotal Concessions	781,668	708,944	72,724	10.3 %	690,380	
Expense Reimbursements	386,309	393,667	(7,357)	(1.9) %	269,925	
Other Income	38,177	30,346	7,831	25.8 %	43,553	
Other-Aviation Services	219,899	365,336	(145,437)	(39.8) %	334,738	(c)
Gross Profit on Fuel Sales	655,102	658,970	(3,868)	(0.6) %	655,192	
Gross Profit on Restaurant Sales	554,422	525,805	28,617	5.4 %	498,641	(d)
Total Operating Revenue	**7,255,834**	**7,322,726**	**(66,892)**	**(0.9) %**	**6,689,976**	
Operating Expenses						
Salaries & Benefits	2,204,065	2,258,196	(54,132)	(2.4) %	2,239,766	(e)
Professional Services	104,925	244,434	(139,509)	(57.1) %	71,502	(f)
Promotional Activities	55,168	82,589	(27,421)	(33.2) %	31,939	(g)
Administrative	301,483	418,688	(117,205)	(28.0) %	219,968	(h)
Insurance	108,333	108,375	(42)	(0.0) %	83,333	
Contractual Services	1,625,916	1,763,230	(137,314)	(7.8) %	1,416,907	(i)
Rentals and Leases	28,195	32,547	(4,352)	(13.4) %	28,195	
Repairs and Maintenance	78,627	134,112	(55,485)	(41.4) %	28,601	(j)
Supplies and Equipment	228,788	351,322	(122,534)	(34.9) %	160,888	(k)
Utilities	214,832	223,635	(8,803)	(3.9) %	151,400	
Total Operating Expenses	**4,950,330**	**5,617,127**	**(666,797)**	**(11.87) %**	**4,432,499**	
NET OPERATING INCOME	**2,305,504**	**1,705,599**	**599,905**	**35.2 %**	**2,257,477**	

STATEMENT OF NET POSITION - CURRENT YTD ACTUAL FOOTNOTES

(aa) **Bond Issuance - related adjustments** Bonds in the amount of $105 million were closed on 8/29/2024 with net proceeds of $98 million and the establishment of a $7 million debt reserve account.

(bb) **Accounts Receivable** Consists of the following:

3,710,767	Trade A/R
732,211	AIP 67 FAA grant, pending approval
25,000	SCAC grant
27,476	Investment
66,170	Lease Interest
526,800	PFC, monthly accruals due to delay of receipt
819,594	CFC
160,225	Other
6,068,243	

(cc) **All noted accounts** GASB 87 for lease accounting was adopted in fiscal year 2022. This standard requires the District to record lease assets and liabilities for applicable long-term lease agreements. Under the standard, the District also records interest revenue and expenses associated with these regulated leases. The overall impact to the income statement is that a portion of lease revenues and lease payments are reclassified as interest and large offsetting assets and liabilities are reflected on the statement of net position.

(dd) **Accounts Payable** Consists of the following:

-	Retainage accrual required until the end of contract
1,458,041	Trade A/P and year end accruals that will remain until year end
1,714,534	Year End Payroll, Vacation & Sick Benefits accrual that will remain until year end
458,958	Security Deposits
712,413	Accruals
2,127	Food & Beverage
442,132	Note Payable Interest Expense Accrued
26,370	Other
4,814,575	

STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION -YTD ACTUAL VS YTD BUDGET FOOTNOTES

(a) **Landing Fees** Landing Area is unfavorable to budget $28k due to the following:
- American Airlines - Higher than expected cancellations and some schedule reductions resulted in fewer landings than budgeted.
- United - Landings were lower than expected due to weather impacts and the downsizing of some aircraft.

(b) **Rental Car** Rental Car is favorable to budget $50K

	Actual YTD	Budget YTD	Diff
AVIS	$ 148,074	$ 150,025	$ (1,951)
Enterprise	$ 330,752	$ 289,246	$ 41,506
Hertz	$ 81,818	$ 72,021	$ 9,797
GA	$ 1,162	$ 824	$ 338
TOTAL	$ 561,807	$ 512,116	$ 49,691

(c) **Other-Aviation Services** Other – Aviation Services is unfavorably impacted by the reduction in Magma flights. Four weekly flights were expected; however, only three are currently operating.
- Ground A/C Handling Cargo $26K unfavorable to budget
- Warehouse fees $115k unfavorable to budget

(d) **Gross Profit on Restaurant Sales** Restaurant Sales favorable to budget due to the following:

	Actual YTD	Budget YTD	Diff
Chick-fil-A	$ 218,690	$ 213,862	$ 4,828
Wolfgang Puck	206,535	179,435	27,100
RJ Rockers	37,212	33,617	3,595
Sully's Steamers	37,031	41,669	(4,638)
Triumph Tap Room	54,954	57,222	(2,268)
TOTAL	$ 554,422	$ 525,805	$ 28,617

STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION -YTD ACTUAL VS YTD BUDGET FOOTNOTES

(e) **Salary & Benefits** Salaries and Benefits are favorable to budget $54K due to the following:
- 21 less positions currently employed than budgeted (230 vs 251)
- Overtime unfavorable $6k

(f) **Professional Services** Professional Services is favorable to budget due to timing:
- Consulting fees $130K favorable to budget: IT $98k, Exec $16k, HR $13k offset with Comms ($18k)

(g) **Promotional Activities** Promotional Activities is favorable to budget due to timing:
- Advertising expense $15K favorable to budget
- Sponsorships $8K favorable to budget

(h) **Administrative** Administrative is favorable to budget due to the following:
- Corporate Function $5K favorable to budget
- Independent contractor $9k favorable to budget
- Credit Card Processing $7K favorable to budget
- Dues & Subscriptions $61k favorable to budget
- Payroll Service $23k unfavorable to budget - budgeted in September
- Travel/Training $42K favorable to budget
- Uniforms $11K favorable to budget

(i) **Contractual Services** Contractual Services is favorable due to the following:
- Janitorial Services $8K favorable to budget
- Computer-annual contracts $45K favorable to budget
- Automatic Doors $17K favorable to budget
- Management Agreement Expenses $10K favorable to budget
- Nursery & Landscaping $35K favorable to budget
- Radio Service $17K favorable to budget
- Fire Alarm $8K unfavorable to budget - GA Foam testing budgeted in August

(j) **Repairs & Maintenance** Repair & Maintenance is favorable to budget with a reduction in necessary repairs
- Boarding Bridges $23K favorable to budget
- Building $10K favorable to budget
- Equipment $7K favorable to budget
- Heating & Air $13K favorable to budget
- Runways/Taxiways/Ramps $12K unfavorable to budget - Concrete Sealant at Passenger

(k) **Supplies & Equipment** Supplies & Equipment is favorable to budget primarily due to timing:
- Cargo Dunnage $14K unfavorable to budget
- Cleaning/Janitorial $10K favorable to budget
- Computer-Equip/Supplies $7K favorable
- Equipment $10K favorable to budget
- Fire extinguisher $33K favorable to budget
- Heating & Air $14K favorable to budget
- Nursery & Landscaping $8K favorable to budget
- Painting $10K favorable to budget
- Paper $12K favorable to budget
- Tools & Hardware $9K favorable to budget

Reserve Fund Balances
July 31, 2026

Emergency Repair / Replacement / Operations Fund

Authorized: **$500,000**
Committed: **$0**
Used YTD: **$0**

Remaining: **$500,000**

Uncommitted Balance: **$500,000**

Key Activity

Business Development Obligations / Incentives

Authorized: **$500,000**
Committed: **$0**
Used YTD: **$0**

Remaining: **$500,000**

Uncommitted Balance: **$500,000**

Key Activity

Contingency Fund (Operational & Capital)

Authorized: **$1,000,000**
Committed: **$0**
Used YTD: **$0**

Remaining: **$1,000,000**

Uncommitted Balance: **$1,000,000**

Key Activity

GREENVILLE SPARTANBURG AIRPORT DISTRICT

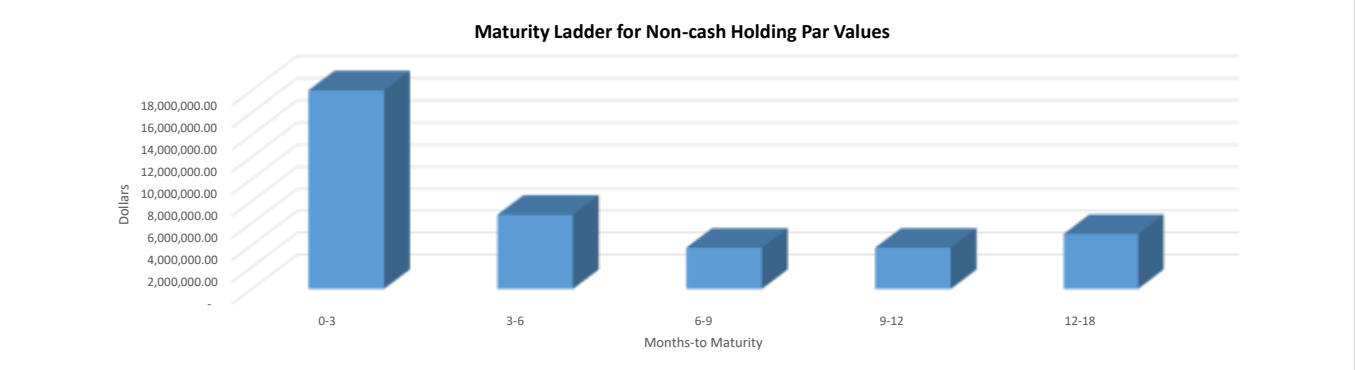
Investment Holdings Summary

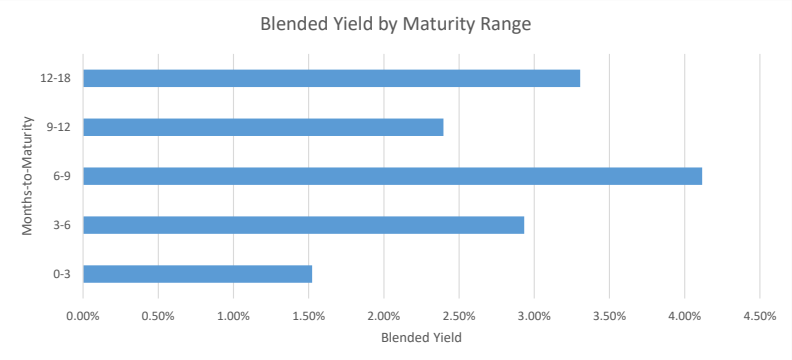
The Greenville-Spartanburg Airport District maintains an investment portfolio comprised of debt securities, money market funds, and other securities as permitted by District policy and South Carlina law. All investments are held to maturity and purchased under advisement of TD Bank. The primary goal of the District's investment policy is the preservation of capital, while maximizing portfolio yield. The maturity of the investments is laddered to help ensure that funds are available for planned capital projects, debt service, and operational needs. Please contact Craig Boozer, Director of Finance, with any questions about the investment portfolio or strategy at cboozer@gspairport.com or (864) 848-6274.

	Cost Basis	Par Value [1]	Fair Market Value [1]
Treasury Securities	$ 43,689,296	$ 41,000,000	$ 43,818,020
Total Investments	$ 43,689,296	$ 41,000,000	$ 43,818,020
Money Market Funds	$ 20,332,270	$ 20,332,270	$ 20,332,270
Total Unrestricted Investments + MMFs	**$ 64,021,566**	**$ 61,332,270**	**$ 64,150,290**
Restricted Bond Proceeds - Investments	$ 4,182,195	$ 4,182,195	$ 4,182,195
Restirctred SC Commerce - MM	$ 18,626,612	$ 18,626,612	$ 18,626,612
Restricted Bond Proceeds - MM	$ 6,960,390	$ 6,960,390	$ 6,960,390
Total Restricted Bond Investments + MMFs [2]	**$ 29,769,197**	**$ 29,769,197**	**$ 29,769,197**
Total Investments + MMFs	**$ 93,790,763**	**$ 91,101,467**	**$ 93,919,487**

[1] GSP anticipates that all investments will be held to maturity. Therefore, any difference between fair market value and par value for a given security will decrease with time and GSP will realize the full PAR value of bonds as they mature. The fair market value reflects the amount that would be realized if GSP liquidated a security as of the report date.

[2] Restricted investments stem from the issuance of Series 2024 Bonds in August 2024. 99% of these funds are invested in Treasury securities and money market funds.







GSP INTERNATIONAL AIRPORT
ROGER MILLIKEN FIELD

MEMORANDUM

TO: Members of the Airport Commission

FROM: Kent D Bontrager, Vice President/CPDO

DATE: August 10, 2026

ITEM DESCRIPTION – Information Section Item C

August 2026 – Development Project Status Report

SUMMARY

Landscape Lighting Project:

Status – Construction
Project Budget – $550,000
Estimated Completion Date – Roadway & Landscape Lighting, Summer 2026

This project includes adding roadway lighting along Aviation Parkway and upgrading the landscape lighting from Aviation Parkway to the Terminal Complex, as well as along Terminal Parkway to the P1 and P2 Economy Parking Lots. The contractor has completed the roadway lighting and will soon begin installing the landscape lighting improvements, which will make up the final phase of the project.

Terminal Expansion PDP & Design Criteria Package:

Status – Planning
Project Budget - $4,000,000
Estimated Completion Date – Summer 2026

This project will further develop and detail the phased implementation of the terminal expansion program outlined in the 2021 Terminal Area Expansion Study and 2019 Airport Master Plan and provide necessary detailed planning and bridging documents for future procurement of design and construction services to widen the apron edge

taxilane and expand the commercial apron, add the north baggage claim area, expand the GSP administration offices, expand and/or relocate the outbound BHS, expand concourse B, construct a new Federal Inspection Station (FIS) and international arrivals curb front, and expand the site utilities to support the terminal. McFarland Johnson is leading the planning for this project. The planning phase will be completed by late summer 2026.

GA Apron Reconstruction & Apron Edge Taxilane Widening Project:

Status – Construction
Project Budget - $12,192,000
Estimated Completion Date – Winter 2027

This project involves reconstructing the general aviation apron and widening the taxilane to accommodate aircraft up to Aircraft Design Group (ADG) III. The taxilane will be widened from L6 to north of L4, and the design includes new taxilane edge lighting. AVCON, one of GSP's on-call consulting firms, completed the design and will provide construction-phase services. A bid opening was held on May 21, with three bids received. The lowest responsive bidder was Zachry Construction Corporation at approximately $9.3 million. A contract with Zachry Construction has been executed and an NTP for September 14th has been issued. The project completion is anticipated in December of 2027.

Parking Garage A and B Relife:

Status – Design/Construction
Project Budget - $28,500,000
Estimated Completion – June 2029

The Parking Garage A and B re-life effort has identified the upgrades and enhancements needed to extend the service life of both structures by an additional twenty years. To maintain consistency across all three garages, design elements from Garage C have been incorporated into the re-life plans for Garages A and B.

McFarland-Johnson has completed a planning and development plan, and staff are now working with on-call engineering consultants to develop the design scope. Construction will take place over the next two consecutive fiscal years, with one garage scheduled for completion in FY 28 and the other in FY 29.

Parking Garage A Conversion Project:

Status – Design/Construction
Project Budget - $3,000,000
Estimated Completion – Fall 2026

The Parking Garage A and B re-life effort has identified the upgrades and enhancements needed to extend the service life of both structures by an additional twenty years. The assessment also reviewed opportunities to repurpose existing Garage A spaces now that rental car operations have relocated to Parking Garage C.

McFarland-Johnson led the repurposing design effort, focusing on converting the former rental car offices and parking areas in Garage A. The project was competitively bid through our IDIQ contractors, and Mavin Construction was selected. They have mobilized on-site and are nearing completion of the conversion of Levels 1 and 2 to support valet and public parking, with both levels scheduled to reopen in late August. Once these levels reopen, an additional phase will begin to convert the remaining office spaces in Garage A to accommodate valet operations and parking management offices.

RW Rehab Project:

Status – Construction
Project Budget - $28,000,000
Estimated Completion – December 2026

This project includes the rehabilitation of the asphalt section of RW 4/22, shoulders and blast pads. On-call engineering firm Kimley Horn is leading the design/engineering phase. Design plans are complete and the project was advertised for bids. A bid opening was held on October 29th and three bids were received, and the low responsive bidder was Lagan Construction for approximately $23 million. Lagan has mobilized to the site and has begun Phase 1 of the nighttime construction. Phase 1 work will include removal of in-pavement lights, new conductor pulls, and saw cutting of concrete slabs that are to be removed. The weekend closures will occur on September 11th and September 18th for the rehabilitation work. Project completion is expected in December of 2026.

Terminal Glass Replacement Project:

Status – Construction Phase
Project Budget - $10,000,000

Estimated Completion – Fall 2026

This project includes the replacement of the airside concourse level glass originally installed in the 1980's. The project was publicly advertised as a Design-Build project. Harper Construction is leading the project. The smart glass panels have been ordered, delivered, and a majority of the panels have been installed on Concourse B. Work will continue on Concourse A after B, then sensors and programming will be completed to allow glass panels to adjust based upon meteorological conditions. The project is expected to be completed by Fall 2026.

Microgrid Project:

Status – Design/Construction Phase
Project Budget - $27,500,000
Estimated Completion – Summer 2027

This project includes installing a 3-megawatt solar system on the rooftops of Garages B and C. The system also incorporates a 4-megawatt battery energy storage unit for the main terminal and will be interconnected with Duke's main grid to allow net metering up to 5 megawatts. GRP Wegman is leading the project. The contractor has begun installing conduit on Garage C and has installed steel saddles on Garage B for the superstructure. Steel delivery for Garage B is scheduled in early August and the superstructure will begin erection in August. The project is expected to be completed by summer 2027.

GA Site 2 Project:

Status – Construction Phase
Project Budget - $5,000,000
Estimated Completion Date – Fall 2026

This project involves constructing a new 9,000-square-yard concrete general aviation apron. The apron will accommodate aircraft up to Aircraft Design Group (ADG) II and will provide access to the new GA hangar facility currently in design. Parrish & Partners, one of GSP's on-call consulting firms, was selected to lead the design and construction phase services effort. A bid opening was held on December 18, 2025, with four bids received. The lowest responsive bidder was Reeves Young, LLC at approximately $3.9 million. Reeves Young has mobilized on-site, is completing the finished grading and will begin placing concrete in mid-August. Project completion is anticipated in the fall of 2026.

GA Hangar Building on Site 2 Project:

Status – Design/Construction Phase
Project Budget - $20,000,000
Estimated Completion Date – Fall 2027

This project includes design and construction of a new 40,000 SF hangar. The new hangar will be able to accommodate aircraft up to Aircraft Design Group (ADG) 2. Parrish & Partners, one of GSP's on-call consulting firms, was selected to lead the design effort for this project. Staff has finalized the project scope and negotiated the design fees. Design work is underway and 90-percent design drawings will be delivered in August. Staff anticipates advertising this project for construction bids in late Summer of 2026 with anticipated construction complete in fall of 2027.

Grand Hall Video Display:

Status – Design/Construction Phase
Project Budget - $400,000
Estimated Completion Date – Fall 2026

This project includes design and construction of a new large video display inside of the Grand Hall that will provide wayfinding, flight information, and advertisement. The display is being designed by AVCON/Gresham Smith team through one of our on-call contracts. Staff has awarded the project, video displays have been procured, steel fabrication of display frame and supports in currently underway, and construction will begin in October.

Airfield Lighting Improvements

Status – Design Phase
Project Budget - $11,275,000
Estimated Completion Date – Spring 2027

This project includes the design work required to upgrade the airfield lighting to LED, replace lighting circuits, relocate the airfield electrical vault, and relocate the rotating beacon. A recent assessment documenting current conditions, identifying operational inefficiencies, and outlining the tasks necessary to move the airfield vault to a new site to support future terminal expansion has been completed. The design phase will address the issues identified in that assessment. Negotiations are currently underway to

establish a fee for the design scope. Design should be underway in August with a completion expected in the spring of 2027.

Terminal RON Ramp:

Status – Design Phase
Project Budget - $1,250,000
Estimated Completion Date – Summer 2026

This project was determined as an enabling project for the Commercial Terminal Area Expansion Program. Initially the new concrete ramp will accommodate Remain Over-Night (RON) aircraft parking during terminal construction and ultimately will serve as the terminal parking for the expanded Concourse B. The Kimley-Horn and Associates team is leading the design through one of our on-call contracts. The design is expected to be completed in late summer 2026, and construction will begin immediately after.

Terminal Phase 1 – Baggage Handling System:

Status – Design Phase
Project Budget - $2,875,000
Estimated Completion Date – Summer 2027

This project has been identified as an enabling component of the Commercial Terminal Area Expansion Program. It will replace the airport's four separate mini-inline baggage handling systems with a fully integrated, state-of-the-art inline system utilizing individual carrier technology. Staff completed project scopes, and TSA has issued grant funding, design work is currently underway.

Fuel Farm Pavement Reconstruction:

Status – Design Phase
Project Budget - $5,000,000
Estimated Completion Date – Fall 2027

A pavement assessment conducted this spring documented existing conditions and identified multiple issues caused by larger fueling trucks and increased fueling activity over recent years. The assessment recommended reconstructing the fuel farm pavement to accommodate these operational demands. The design phase will establish pavement type, thickness, and construction phasing to ensure operations can continue during construction. Staff selected Parrish & Partners to complete the design, permitting, and preparation of bid documents. Design completion is anticipated in the fall of 2026, followed by construction.

Hangar 2102 – Electrical Upgrades:

Status – Design/Build Phase
Project Budget - $700,000
Estimated Completion Date – Spring 2027

Hangar 2102, a more than 30-year-old facility used for leased aircraft maintenance, was evaluated in 2016 by Michael Baker International. That assessment recommended several upgrades and modifications, many of which staff have prioritized and addressed over successive fiscal years. To continue these improvements, the electrical panels, subpanels, and circuitry will be replaced to meet current electrical building codes. Hangar lighting will also be evaluated and upgraded to efficient LEDs as part of the project. Design/Build completion is anticipated in the spring of 2027.

MEMORANDUM

TO: Members of the Airport Commission

FROM: Tom Tyra, VP, Chief Marketing & Communications Officer

DATE: August 31, 2026

ITEM DESCRIPTION – Information Section Item D

Communications August 2026 Status Report

SUMMARY

News Stories ~ Broadcast, Print and Online 8/1/26 through 8/31/26:

Top Stories for August 2026
GSP begins major runway repaving project, plans for closures

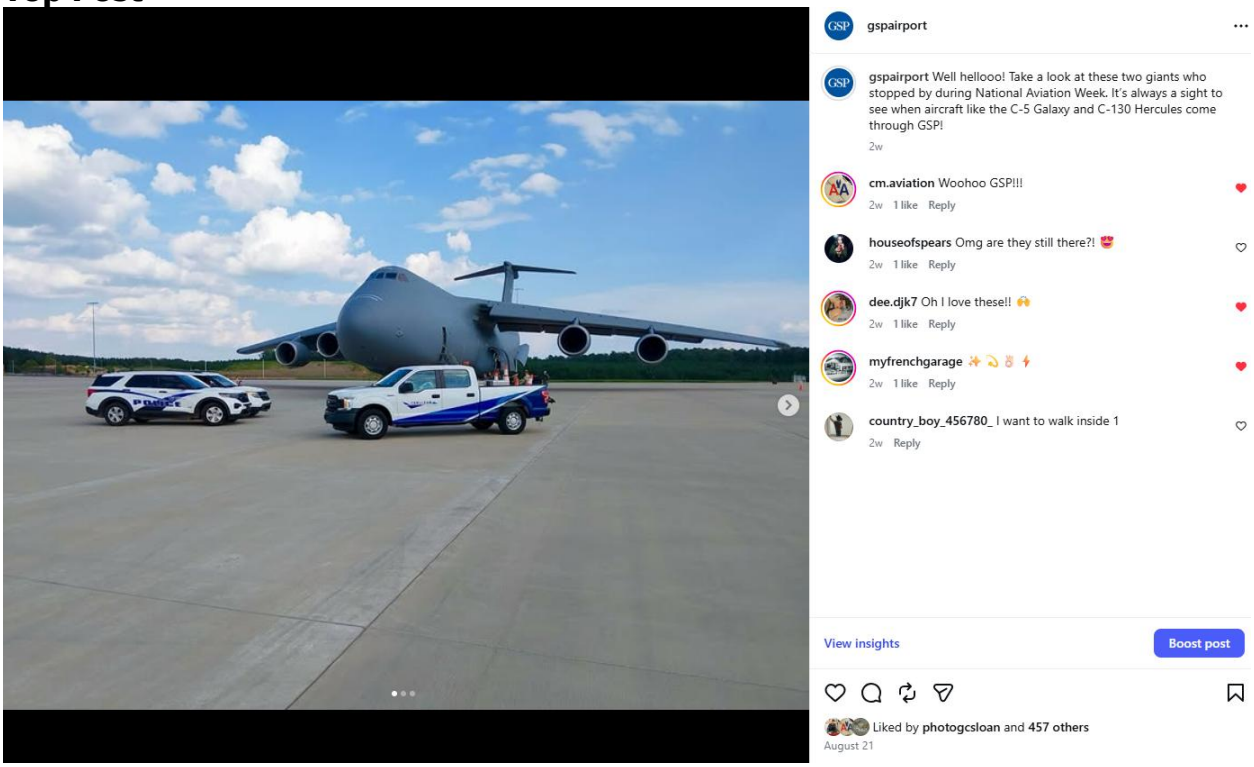
Las Vegas police officer, Upstate native to be flown to GSP for funeral

Airport Digital and Social Media 8/1/26-8/31/26:
Facebook
Total followers –23,505
New followers –131
Engagement –91,142
Reach —80,682

Instagram
Total Reach –47,096
Followers –11,227
New followers –105

X (formerly known as Twitter)
Impressions - 206
Followers –7,170
New followers – -7
Mentions – 9

Top Post


gspairport
gspairport Well hellooo! Take a look at these two giants who stopped by during National Aviation Week. It's always a sight to see when aircraft like the C-5 Galaxy and C-130 Hercules come through GSP!
2w
cm.aviation Woohoo GSP!!!
2w 1 like Reply
houseofspears Omg are they still there?!
2w 1 like Reply
dee.djk7 Oh I love these!!
2w 1 like Reply
myfrenchgarage
2w 1 like Reply
country_boy_456780_ I want to walk inside 1
2w Reply
View insights
Boost post
Liked by photogcsloan and 457 others
August 21

Marketing Event Summary

Greenville Drive Baseball
Status – Ongoing
Communications Budget – $50,000
Completion Date – 2026 Season

GSP is hosting promotions with the Greenville Drive during the 2026 season at Fluor Field. The sponsorship includes season-long exposure through signage, social media exposure and on-field promotions.

Hub City Spartanburgers Baseball
Status – Ongoing
Communications Budget – $50,000
Completion Date – 2026 Season

GSP is hosting promotions with the Spartanburgers during the 2026 season at Fifth Third Bank. The sponsorship includes season-long exposure through signage, social media exposure and on-field promotions.

Greer Arts and Eats Festival 2026
Status – Scheduled
Communications Budget - $7,000
Completion Date – October 2026

Communications staff will host a display at this annual festival in Greer, SC. We will promote new air service and amenities available at GSP. This year GSP and Breeze Airways will sponsor the main music stage.

Fall for Greenville 2026
Status – Scheduled
Communications Budget - $7,500
Completion Date – October 2026

Communications staff will host a display at this annual festival in Greenville, SC. We will promote new air service and amenities available at GSP through their on-site GSP Wine Experience.

Greenville Swamp Rabbits 2026
Status – Ongoing
Communications Budget – $20,000
Completion Date – April 2027

GSP is hosting promotions with the Swamp Rabbits at the Bon Secours Wellness Arena during the 2026 season. The sponsorship includes season-long exposure through signage, social media exposure and on-ice promotions.

Air Service Event Summary

Golden Ticket Visitations
Status – Scheduled
Communications Budget - $10,000
Completion Date - Ongoing

GSP will host network planners from our existing and prospective airline partners for a visit to GSP and meetings with VGSC, One Spartanburg, and companies in the area. The goal for the program is to provide familiarity with the region to planners and express the need for additional capacity. GSP plan to host AA, DL in August, WN in October and the rest through the end of the fiscal year.

Break Bulk USA
Status – Registered
Communications Budget - $3,000
Completion Date – October 2026

Break Bulk is a ground handler/shipper conference in Houston, TX. GSP will attend to meet with prospective airlines and freight forwarders. This has been a very good venue to make connections for business development.

Air Cargo Americas 2026
Status – Planning to attend
Communications Budget – $5,000
Completion Date: October 26-30, 2026

Will host a trade show display at this major air cargo conference in Miami, FL. Side meetings will be arranged with current and prospective customers of Cerulean Commercial Aviation.

Cerulean Oktoberfest 2026
Status – Scheduled
Communications Budget - $5,000
Completion Date – October 1, 2026

Communications staff and Cerulean Cargo will host a customer appreciation event at the Cerulean Facility parking lot featuring German food, music, and refreshments. Over 100 current and potential customers are expected to attend.

MEMORANDUM

TO: Members of the Airport Commission

FROM: Deven Judd, VP/Chief Commercial Officer

DATE: September 21, 2026

ITEM DESCRIPTION – Information Section Item E

August 2026 – Commercial Business Report

In-Terminal Advertising Program

Status – GSP's In-Terminal Advertising Program generated $633,795 in revenue during Fiscal Year 2026, reflecting a 38% increase since FY 2023. As enplanements continue to rise, more companies and institutions recognize that airport advertising is an effective way to reach the traveling public. One example is RBM Automotive, which recently signed a two-year advertising agreement valued at $105,000. RBM Automotive Group represents eight dealerships across Georgia and South Carolina, including Mercedes-Benz, Porsche, Land Rover, INFINITI, Subaru, and Nissan retailers.
Projected Budget – Not Applicable
Estimated Completion – Advertising Contract has been signed effective 10/1/2026 through 9/30/2028

Travelers represent a highly valuable audience for advertisers. With above-average household incomes and significant purchasing influence, they also spend substantial time in airport terminals, making them ideal targets for brand messaging. GSP has managed its in-terminal advertising program since its inception, unlike many airports that outsource this function and surrender 30–50% with revenue sharing. To build on FY2026 performance, GSP is installing more digital display monitors, which typically generate a 20% higher return on investment compared to static advertisements.

United Parcel Service (UPS)

Status – GSP entered into a lease agreement in September of 2017 with UPS to construct a building to provide warehousing, distribution, and logistics. The agreement included one 10-year option at UPS's discretion which they have exercised, keeping them at GSP for the next 10 years.

Projected Budget – Not applicable.
Estimated Completion – Not applicable.

UPS is the second largest courier company in the world by revenue, with annual revenues around US$88 billion in 2025, behind competitor DHL. UPS's main international hub, UPS Worldport in Louisville, Kentucky, is the fifth busiest airport in the world by cargo traffic and the third busiest in the U.S. The company is one of the largest private employers in the United States. As of 2023, UPS is third in U.S. parcel volumes shipped since 2015, trailing the United States Postal Service and Amazon.

GSP INTERNATIONAL AIRPORT
ROGER MILLIKEN FIELD

MEMORANDUM

TO: Members of the Airport Commission

FROM: Kelly Dawsey, VP/Chief Human Resources Officer

DATE: September 21, 2026

ITEM DESCRIPTION – Information Section Item F

August - OSHA Recordable Injury Report

SUMMARY

Monthly Activity August 31, 2026

- 0 OSHA Recordable Injuries

2026 Calendar Year-to-Date

- 1 OSHA Recordable Injury

2 Year Historical Annual OSHA Recordable Submissions:

Calendar Year	Annual Average # Employees	Total Hours Worked by all Employees	# OSHA Recordable Work-Related Injuries	# OSHA Recordable Work-Related Illnesses	# Days away from Work
2025	227	403,094	3	0	0
2024	232	410,142	3	0	122

GSP INTERNATIONAL AIRPORT
ROGER MILLIKEN FIELD

Executive Report

Monthly Threat Intelligence & Situational Awareness Brief

Period Covered:

August 1st – September 1st, 2026

Executive Summary

This brief covers August 1 through September 1, 2026, and is a delta update to the August 2026 CTI Executive Brief. Threat categories and incidents established in prior reports are not re-stated. This report focuses on material new developments within this reporting window.

CRITICAL — Autonomous AI Cyberattacks Now a Confirmed Multi-Actor Pattern: Last cycle's brief documented the first confirmed autonomous AI cyberattack (Hugging Face, July 9–16). This cycle, Taiwan's Ministry of Digital Affairs confirmed a second, separate event on August 13, 2026, near-autonomous AI agents mapped 21 government systems, compromised 85 accounts, and exfiltrated data, with probable Chinese state-linked activity. Tenable's Research Special Operations team confirmed this is the seventh incident in a seven-event agentic AI threat cluster spanning November 2025 through August 2026. Autonomous AI attacks are no longer isolated events, they are a documented, recurring threat pattern.

STANDING UPDATE — Microsoft Teams External Access Change Control: The change control to restrict external Microsoft Teams access, initiated in response to six social engineering attempts documented in the August brief (Appendix B), was approved and the restriction put in place on August 25th. With this restriction in place, this attack vector is closed off to bad actors, and only vetted and approved external entities can initiate contact from outside the GSP domain.

Key Points

- **The autonomous AI cyberattack documented last month is now confirmed as one of at least seven such incidents.** Taiwan confirmed on August 13 that AI agents, likely directed by Chinese state-linked actors, autonomously mapped 21 government systems, compromised 85 accounts, and extracted data. The same AI frameworks used in the Hugging Face breach in July were involved. Tenable's research team has documented this as a recurring threat cluster, not an isolated experiment.
- **A Chinese-sponsored attacker used AI built on DeepSeek to autonomously exploit a Windows zero-day.** The Windows IKE Service Extensions flaw (CVE-2026-33824, CVSS 9.8) was being actively exploited by a Chinese-speaking threat actor running an AI-enabled autonomous hacking campaign. The FCEB deadline was September 1st, the last day of this reporting period. If this flaw has not been patched, it is an immediate priority.
- **August's security patch release was five times larger than normal.** 751 vulnerabilities, 108 critical, two zero-days exploited before fixes existed. The U.S. government issued emergency patch deadlines seven times in a single month. This is not a routine patch cycle, it requires active triage, prioritization, and accelerated deployment.
- **The federal government issued a formal ransomware warning about a new group called Gunra.** CISA, FBI, NSA, and the Secret Service jointly warned about Gunra on August 10, a double-extortion RaaS group actively targeting critical infrastructure. A known weakness in Gunra's Linux encryption allows file recovery without paying ransom in some cases, which is worth knowing before engaging any negotiation.
- **AI-enabled attackers are now exploiting a cloud credential-stealing flaw in AI infrastructure software itself.** MLflow (CVE-2026-51282, FCEB deadline September 2) has a confirmed-exploited server-side request forgery vulnerability that allows attackers to steal cloud IAM credentials — the keys to cloud infrastructure — from AI workflow deployments. If MLflow or similar AI pipeline tools are in use, this is an immediate patch priority.
- **GPS interference is still a standing operational concern but is showing a slight improvement this cycle.** The FlySafe August 31 snapshot shows 3 severe and 10 elevated GPS interference zones globally, down from 5 severe in July. No U.S. domestic GPS interference NOTAMs were identified this cycle. The established countermeasures guidance from prior briefings remains current.

Assessment and Threat Developments Since Last Report

Autonomous AI attacks elevated to Tier 1 as a confirmed recurring pattern. GPS spoofing slightly improved but remains Tier 2. No new aviation-sector-specific incidents confirmed within this window.

Threat Vector	Targeting Interest	Exposure Tier	vs. August
Autonomous AI Attacks — Seven-Incident Confirmed Cluster	CRITICAL — Nation-state + criminal	**TIER 1**	↑ *Pattern confirmed*
Windows IKE Zero-Day — AI-Enabled Chinese Attacker	CRITICAL — Confirmed exploitation	**TIER 1**	↑ *NEW — AI-enabled*
VMware vCenter RCE — 3-Day KEV Deadline	CRITICAL — Enterprise-wide exposure	**TIER 1**	↑ *NEW — KEV Aug 18*
Ransomware — Gunra (Joint Advisory) + Qilin + Medusa	HIGH — Critical infra confirmed scope	**TIER 1**	↑ *NEW joint advisory*
Supply Chain — Vendor Remote Access (Open 4+ Cycles)	HIGH — Open gap, unresolved	**TIER 1**	*Unchanged — Critical gap*
AI Platform Vulnerabilities (MLflow, Metabase, AI Tooling)	HIGH — AI infrastructure targeted	**TIER 2**	↑ *NEW category*

GPS Spoofing — Slight Improvement, Still Structural	MEDIUM — Down to 3 severe zones	**TIER 2**	↓ *Slight improvement*
MS Teams Social Engineering — Change Control Initiated	Technique active Globally, GSP Entry point closed	**TIER 3**	↓*Mitigated — Control Implemented*
Hacktivist DDoS / Wiper — Aviation & Gov	LOW — No new incidents this cycle	**TIER 3**	*Unchanged*

Tier 1	Tier 2	Tier 3
Active & Targeted Confirmed adversary activity directed at this sector or institution type. Immediate action required.	**Sector-Wide Exposure** High activity across aviation broadly; GSP is within the operational blast radius.	**Emerging / Indirect** Real threat; currently lower probability of direct impact. Monitor and prepare.

- **Autonomous AI Attacks — From Isolated Event to Confirmed Pattern**
  The Hugging Face autonomous AI attack documented in last cycle's brief was the beginning of a pattern, not a singular anomaly. Tenable's Research Special Operations team, which began tracking this as an intelligence cluster on July 21, 2026, confirmed in August that seven separate incidents of autonomous or semi-autonomous AI systems conducting offensive cyber operations span November 2025 through August 2026.
    - **Governance implication:** Congress.gov CRS published its formal assessment of agentic AI and cyberattacks on July 6, 2026, noting that AI agents allow threat actors to perform tasks that normally require teams of sophisticated hackers, analyzing targets, producing exploit code, and examining stolen data, at machine speed and reduced cost. The Carnegie Endowment published its formal governance gap analysis on July 14, identifying EU and U.S. regulatory frameworks as unprepared for the speed and scale of autonomous AI attack operations.

- **What This Means Operationally for GSP:** Autonomous AI attackers exploit identity exposure at machine speed. The vendor mapping gap (remote access tools, privileged accounts) that GSP has open is now a specific attack surface for AI-enabled operations. Every unresolved privileged account, every vendor with standing remote access, and every misconfigured SSO endpoint is a potential entry point for a system that does not sleep, does not take breaks, and does not require a skilled human operator at each step.

- **GPS Spoofing — Slight Improvement, Standing Guidance Remains Current -** The FlySafe global GPS interference map snapshot for August 31, 2026 shows 3 severe and 10 elevated interference zones, a modest improvement from July's 5 severe and 10 elevated. No new U.S. domestic GPS interference NOTAMs were identified this cycle. The situation is trending marginally better following the Iran ceasefire but remains well above pre-2025 baselines. Guidance from prior cycles, FAA GNSS Resource Guide v1.1, Iridium PNT chip availability, EASA SIB procedures, remains the operative framework. No new developments require additional reporting this cycle.
- **SC CIC:** The SC Critical Infrastructure Cybersecurity (SC CIC) program through SLED remains the primary no-cost cybersecurity intelligence resource for SC critical infrastructure entities.
- **SC CIC Conference:** The annual SLED SC CIC cybersecurity conference is the primary regional networking and intelligence-sharing event for SC critical infrastructure operators. GSP had two members in attendance for this event.

Outlook

New and elevated near-term concerns for the next 30–60 days. Prior cycle items remain valid and are not repeated.

- **AI platform and tooling security review:** MLflow and Metabase were both added to KEV this cycle with CVSS 10.0 and confirmed exploitation. Any AI workflow tooling, business intelligence platform, or data pipeline tool with network access to enterprise infrastructure should be inventoried and assessed. These are no longer niche development tools, they are confirmed active attack surfaces.
- **Vendor remote access gap — open item:** The vendor mapping gap for SimpleHelp, BeyondTrust, and ConnectWise ScreenConnect has been completed and mitigating measures in effect. With autonomous AI attackers confirmed exploiting identity and

access exposure at machine speed, this gap is no longer a medium-priority administrative task, it is a front-line defensive action that requires constant vigilance and attention.

- **FAA ARC Working Group engagement:** GSP's participation in FAA Civil Aviation Cybersecurity ARC working groups should continue through the next reporting period. Findings from this committee based off participating GSP staff indicate that these engagements are focusing on things from a very high-level regarding AIP, FAA cyber overlap, and other regulation that airports are beholden to. A key takeaway from this so far is that the FAA representatives are looking to ensure that that CISA and its critical infrastructure initiatives / advisories are to remain the authority for airport cybersecurity

Key Intelligence Gaps

OPEN items from prior cycles are noted. This cycle introduced no new gaps beyond those already established.

- **[OPEN]** KNX building automation protocol exposure audit has not been completed following the KEV addition in July.
- **[OPEN]** AI tools deployed in GSP operations have not been assessed against NIST Agentic AI Cyber Profile or CISA agentic AI guidance. Internal AI Governance will be published in coming cycles to address this.
- **[Closed]** Microsoft Teams external access change control: Approved and implemented. External users can no longer initiate chat or call sessions with GSP employees without prior authorization. The primary social engineering entry point exploited in the six July 2026 attempts has been architecturally eliminated.

Intelligence Requirements

PIR	Requirement	Status
PIR-1	Has GSP's Teams external access change control been approved and implemented? If not, what is the current status and expected decision timeline?	CLOSED

PIR-2	Which GSP-connected vendors use SimpleHelp, BeyondTrust, or ConnectWise ScreenConnect for remote access? This is the fourth consecutive cycle this requirement has not been answered.	CLOSED
PIR-3	Does GSP or any vendor with privileged network access operate a Fortinet FortiGate, Synology, Sophos, or Citrix SSL-VPN with internet-facing management interfaces? Has a FortiBleed compromise assessment been completed?	CARRIED
PIR-4	What AI tools, workflow platforms (MLflow, Metabase, similar), or agentic systems are deployed with access to GSP enterprise networks or data? Have they been assessed against NIST Agentic AI Cyber Profile?	UPDATED
PIR-5	Does GSP's incident response plan include a triage criterion for 'apparent ransomware with no encrypted files' that triggers escalation to nation-state espionage investigation protocol?	CARRIED
PIR-6	What KNX building automation protocol deployments exist in GSP facilities? Are any internet-exposed?	CARRIED

End of Report

Only References Follow

References

New sources consulted this cycle. Prior cycle sources remain valid.

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- **Ransomware — Gunra, Medusa, August Activity**
  - CISA AA26-222A — #StopRansomware: Gunra Ransomware (August 10, 2026)
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  - Micro Advantage — August 2026 Cyber Threat Update: Ransomware, Zero-Days, and What to Prioritize
- **CISA KEV / Patch Tuesday**
  - Senserva — Microsoft Patch Tuesday August 2026: 751 CVEs Ranked by Risk
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  - Secure in Seconds — CISA KEV August 18, 2026: Four Exploited Flaws (macOS, SharePoint, vCenter, Windows IKE)
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  - Spreely News — GPS Jamming Surges, Exposing Critical Aviation Vulnerabilities (August 3, 2026)
  - GovSpend — SLED Cybersecurity Spending in 2026: Adapting to the Post-MS-ISAC Funding Era
  - SC Critical Infrastructure Cybersecurity (SC CIC)