

Peachtree City Water & Sewerage Authority
Regular Meeting
Thursday, November 30, 2023
8:30 a.m.

I. Pledge of Allegiance

II. Public Comment

III. Minutes

October 17, 2023 - Regular Meeting Minutes

IV. Reports

- A. Authority Members
- B. General Manager

V. Mauldin & Jenkins Engagement Letter for the Audit

VI. Employee Handbook

VII. Stake Fence Location Work Authorization

VIII. December 19, 2023 Meeting Cancellation

IX. Executive Session – Real Estate, Personnel, Potential Litigation

X. Adjourn

** Location of meeting is Peachtree City Water & Sewerage Authority at 1127 Hwy. 74, South **

NOTE: This agenda is subject to change up to twenty-four hours prior to the scheduled meeting.

A quorum of City Council will be in attendance.

Peachtree City Water and Sewerage Authority

October 17, 2023

The Peachtree City Water and Sewerage Authority held its monthly meeting on Tuesday, October 17, 2023, in the break room of the John W. Gronner Administrative Center. The following individuals were present: Chairman Kim Learnard, Vice-Chairman Mike King, Treasurer/Secretary Frank Destadio, Board Member Phil Prebor, Board Member Clint Holland, Ms. Melissa Griffis (attorney with Horne & Griffis), Mr. Dan Davis (ISE), Ms. Leslie Baer (ISE), Ms. Millie Shah (WASA), Mr. Larry McNeil (WASA), Mr. Chris Miller (Cpak Technology Solutions), Mr. Todd Browning (Marsh & McLennan Agency), and Mr. John Dufresne.

Ms. Learnard called the meeting to order at 8:30 am. The meeting began with the Pledge of Allegiance.

Ms. Learnard opened the meeting up for public comment. There were no public comments.

Ms. Learnard asked for a motion to approve the September 19, 2023 regular meeting minutes and the September 22, 2023 special called meeting minutes. Mr. King made a motion to approve the September 19, 2023 regular meeting minutes and the September 22, 2023 special called meeting minutes, seconded by Mr. Destadio. Motion carried.

There were no reports from the Authority members or the General Manager.

Ms. Learnard stated two Board members will be leaving at the end of the year and recommended appointing Mr. Holland and Mr. Destadio as Bank Signatory Officers. Mr. King made a motion to appoint Mr. Holland and Mr. Destadio as Bank Signatory Officers, seconded by Mr. Prebor. Motion carried.

Mr. Dan Davis discussed the medical insurance renewal and introduced Mr. Todd Browning. Mr. Dan Davis stated that the current carrier, Humana, is no longer providing group health insurance in this market, and that numerous quotes and plan designs from other providers were considered. Mr. Browning discussed the renewal information (medical, dental, vision, and ancillary). For the medical insurance, Mr. Browning recommended the Anthem medical plan with a GAP plan to net down the employees' out of pocket expenses. Mr. Browning stated this plan would keep strong benefits in place with a net cost increase of seven percent. Mr. Browning reviewed the dental, vision, and ancillary renewals. Mr. Dan Davis stated Anthem is a strong, widely accepted brand and it will maintain the benefit coverage. Mr. Prebor stated the cost coverage is a nice benefit to the employees. Mr. Prebor made a motion to approve the medical insurance renewal, seconded by Mr. Holland. Motion carried. Mr. Destadio was not in the room during the motion/approval.

Ms. Shah discussed the budget year end update, stating the update is a preliminary unaudited, cash update. Ms. Shah stated revenue was short in three areas: commercial (mostly restaurants), septage receiving, and tap fees. Ms. Shah stated all departments (except labs) are under budget. Ms. Shah stated the capital projects were finished with the current year revenues. Ms. Shah stated the Authority is in good financial position; and the B series bond is paid off.

Mr. Dan Davis discussed the budgeted expenditure approvals. Mr. Dan Davis requested approval to spend up to \$82,000 to purchase a truck for the Collections department; the requested amount was included in the approved budget. Mr. Holland made a motion to authorize Mr. Dan Davis to spend up to \$82,000 for the purchase of a truck for the Collections department, seconded by Mr. Prebor. Motion carried.

Mr. Dan Davis discussed the upgrade of the pump station serving the Authority Administration building in order to serve the Animal Shelter, stating the upgraded pump station will work with the SCADA system.

Mr. Dan Davis stated the quote presented is for the equipment only, installation will be a separate contractor. Mr. Prebor made a motion to approve the Animal Shelter pump station at \$40,126, seconded by Mr. King. Motion carried.

Mr. Dan Davis discussed the Security/Fencing Improvements stating this project is part of the Authority's agreement with Fayette County related to the Animal Shelter construction. The project is needed because the Animal Shelter patrons/public will be coming through the Authority property to access the shelter. The fence layout was previously discussed, however the Authority had to reduce the specifications of the fence in order to reduce costs. Ms. Griffis noted the estimate includes the necessary electrical work, gates and fencing. Ms. Griffis stated safety is also an issue and consideration for the new fencing, and this work was agreed to by the previous board. There was some discussion on the original purchase of the property by Fayette County. Ms. Griffis stated that this project was part of the Inter-Governmental Agreement at the time of purchase, and this estimate fulfills the Authority's responsibility per the agreement. Ms. Learnard noted this project is part of an agreement made three years ago between the Authority and County. Mr. Prebor stated the estimate is a little over the budgeted amount, but not significant in the overall project. Mr. King made a motion to approve the Security/Fencing Improvements project as presented, seconded by Mr. Prebor and opposed by Mr. Destadio. Motion carried.

Ms. Learnard asked for a motion to adjourn into Executive Session for the purpose of Potential Litigation. The motion was made by Mr. King and seconded by Mr. Destadio. Motion carried. The meeting was adjourned into Executive Session at 9:01 am.

The meeting was reconvened at 9:36 am.

Ms. Learnard asked for a motion to adjourn. The motion was made by Mr. King and seconded by Mr. Holland. Motion carried. The meeting was adjourned at 9:36 am.

Chairman – Kim Learnard

Vice Chairman – Mike King



October 6, 2023

Members of the Board of Directors
Peachtree City Water and Sewerage Authority
1127 Highway 74 South
Peachtree City, Georgia 30269

We are pleased to confirm our understanding of the services we are to provide the Peachtree City Water and Sewerage Authority (the "Authority"), a component unit of the City of Peachtree City, Georgia, for the year ended September 30, 2023.

Audit Scope and Objectives

We will audit the financial statements of the Authority and the disclosures, which collectively comprise the basic financial statements of the Authority, as of and for the year then ended. Accounting standards generally accepted in the United States of America ("GAAP") provide for certain required supplementary information ("RSI"), such as Management's Discussion and Analysis ("MD&A"), to supplement the Authority's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board ("GASB") who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Authority's RSI in accordance with auditing standards generally accepted in the United States of America ("GAAS"). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis ("MD&A").

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the Authority and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from: 1) errors, 2) fraudulent financial reporting, 3) misappropriation of assets, or 4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits, nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

According to GAAS, significant risks include the risk of management's override of internal controls. Accordingly, we have considered this item as a significant risk.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under the American Institute of Certified Public Accountants (“AICPA”) professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Authority's compliance with provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of the Authority in conformity with GAAP based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform these services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with GAAP, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with: 1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; 2) additional information that we may request for the purpose of the audit; and 3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements, and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving: 1) management, 2) employees who have significant roles in internal control, and 3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, or grant agreements that we report.

With regard to an exempt offering document with which Mauldin & Jenkins is not involved, you agree to clearly indicate in the exempt offering document that Mauldin & Jenkins is not involved with the contents of such offering document. In the event that Mauldin & Jenkins is requested to be involved with an exempt offering document, you agree that the aforementioned auditor's report or reference to Mauldin & Jenkins will not be included without our prior permission or consent. Furthermore, any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You acknowledge the Peachtree City Water and Sewerage Authority will not utilize Mauldin & Jenkins, LLC to store documents, data, or records on behalf of the Authority in accordance with the "Hosting Services" (see ET section 1.295.143) interpretation of the AICPA Code of Professional Conduct. The Authority is solely responsible for maintaining its own data and records.

In that regard, SuraLink is used solely as a method of transferring data to Mauldin & Jenkins, LLC and is not intended for the storage of the Authority's information. All information you will provide through SuraLink is a copy and you will maintain original documents and data as part of your records.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the Authority; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Mauldin & Jenkins and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Mauldin & Jenkins personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a regulatory body. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately January 8, 2024 and to issue our reports no later than March 31, 2024. David Irwin is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be \$15,000 for the year ended September 30, 2023. Our hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as work progresses and are payable upon presentation. The above fees are based on anticipated cooperation from your personnel (including complete and timely receipt by us of the information on the respective client participation listings) and the assumption that unexpected circumstances (including scope changes) will not be encountered during the audit. If significant additional time is necessary, we will discuss it with management and arrive at a new fee estimate before we incur the additional costs.

As a result of our prior or future services to you, we might be requested or required to provide information or documents to you or a third party in a legal, administrative, arbitration, or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request. For all requests we will observe the confidentiality requirements of our profession and will notify you promptly of the request.

Reporting

We will issue written reports upon completion of our audit of the Authority's financial statements. Our report will be addressed to the Board of Directors of the Peachtree City Water and Sewerage Authority. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue reports or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state: 1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and 2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit, we become aware that the Authority is subject to an audit requirement, that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance, that an audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to the Peachtree City Water and Sewerage Authority and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign below, and return it to us.

Sincerely,

MAULDIN & JENKINS, LLC

A handwritten signature in dark ink, appearing to read "David Irwin", written in a cursive style.

David Irwin

RESPONSE:

This letter correctly sets forth the understanding of the Peachtree City Water and Sewerage Authority.

By: _____

Title: _____



EMPLOYEE HANDBOOK

Last updated: ~~May 6, 2019~~ November 14, 2023

Welcome

Welcome to Peachtree City Water and Sewerage Authority (“**PCWASA**”)! We are delighted that you have chosen to join our organization and hope that you will enjoy a long and successful career with us. As you become familiar with our culture and mission, we hope you will take advantage of opportunities to enhance your career and further **PCWASA**’s goals.

You are joining an organization that has a reputation for outstanding leadership, innovation, and expertise. Our employees use their creativity and talent to invent new solutions, meet new demands, and offer the most effective services/products in the industry. With your active involvement, creativity, and support, **PCWASA** will continue to achieve its goals. We sincerely hope you will take pride in being an important part of **PCWASA**'s success.

Please take time to review the policies contained in this handbook. If you have questions, feel free to ask your supervisor or to contact the Human Resources (HR) Administrator.

Table of Contents

EMPLOYMENT AT WILL	45
GOVERNANCE OF THE AUTHORITY	5
AUTHORITY BOARD MEMBERS	5
GENERAL MANAGER.....	6
EQUAL OPPORTUNITY AND COMMITMENT TO DIVERSITY	6
EQUAL OPPORTUNITY	6
AMERICANS WITH DISABILITIES ACT (ADA) AND REASONABLE ACCOMMODATION	7
COMMITMENT TO DIVERSITY.....	7
HARASSMENT AND COMPLAINT PROCEDURE	7
CONFLICTS OF INTEREST AND CONFIDENTIALITY	9
CONFLICTS OF INTEREST	9
CONFIDENTIAL INFORMATION	10
EMPLOYMENT RELATIONSHIP.....	10
EMPLOYMENT CLASSIFICATION	10
<i>Exempt and Nonexempt</i>	10
<i>Regular Employees</i>	10
<i>Temporary Employees</i>	11
WORK WEEK AND HOURS OF WORK	11
MEAL BREAKS	11
TIME RECORDS.....	11
OVERTIME	11
SHIFT DIFFERENTIALS	12
ON-CALL REQUIREMENTS.....	12
TRAINING AND EDUCATIONAL ASSISTANCE.....	13
DEDUCTIONS FROM PAY/SAFE HARBOR	13
PAYCHECKS.....	14
ACCESS TO PERSONNEL FILES	14
EMPLOYMENT OF RELATIVES AND DOMESTIC PARTNERS.....	15
SEPARATION FROM EMPLOYMENT	15
WORKPLACE SAFETY	15
GENERAL POLICY	15
DRUG-FREE AND ALCOHOL-FREE WORKPLACE	16
SMOKE-FREE WORKPLACE.....	17
WORKPLACE VIOLENCE PREVENTION	17
EMERGENCY CLOSINGS	18
WORKPLACE GUIDELINES.....	18
ATTENDANCE	18
JOB PERFORMANCE	18
OUTSIDE EMPLOYMENT	18
DRESS AND GROOMING	19
SOCIAL MEDIA ACCEPTABLE USE	19

BULLETIN BOARDS	20
SOLICITATION.....	21
COMPUTERS, INTERNET, EMAIL, AND OTHER RESOURCES	21
COMPANY VEHICLES.....	22
DISCIPLINARY PROCEDURE	23
TIME OFF AND LEAVES OF ABSENCE	24
HOLIDAYS.....	24
RELIGIOUS OBSERVANCES.....	25
LEAVE REQUESTS GENERALLY	25
PAID TIME OFF (PTO).....	25
MILITARY LEAVE	27
BEREAVEMENT LEAVE	27
JURY DUTY/COURT APPEARANCE.....	28
TIME OFF FOR VOTING	28
EMPLOYEE BENEFITS.....	28
IN GENERAL	28
WORKERS' COMPENSATION.....	28
EMPLOYEE ASSISTANCE PROGRAM	30
EMPLOYEE HANDBOOK ACKNOWLEDGMENT AND RECEIPT	31
RECEIPT OF ANTI-HARASSMENT POLICY	32

Employment at Will

Employment at the Peachtree City Water and Sewerage Authority (“**PCWASA**”) is on an at-will basis unless otherwise stated in a written individual employment agreement signed by the General Manager of the company.

This means that either the employee or the company may terminate the employment relationship at any time, for any reason, with or without notice.

Nothing in this employee handbook is intended to or creates an employment agreement, express or implied. Nothing contained in this or any other document provided to the employee is intended to be, nor should it be, construed as a contract that employment or any benefit will be continued for any period of time. In addition, no company representative is authorized to modify this policy for any employee or to enter into any agreement, oral or written, that changes the at-will relationship. The policies and procedures in this handbook may be changed by **PCWASA** from time to time.

Any salary figures provided to an employee in annual or monthly terms are stated for the sake of convenience or to facilitate comparisons and are not intended and do not create an employment contract for any specific period of time.

Nothing in this statement is intended to interfere with, restrain, or prevent concerted activity as protected by the National Labor Relations Act. Such activity includes employee communications regarding wages, hours, or other terms or conditions of employment. **PCWASA** employees have the right to engage in or refrain from such activities.

Governance of the Authority

Authority Board Members

PCWASA is a public body corporation enacted by the General Assembly of Georgia and is run by its five-member Board of Directors (“Board”). The Board members are the members of the City Counsel of the City of Peachtree City to serve as ex-officio members. The membership, or any interest in such office, is not assignable or otherwise transferable. Membership on the Board shall not confer upon any member, any benefits or any rights or interest in or to any of the assets or properties of **PCWASA**.

The Board appoints and approves the General Manager and personnel policies and procedures. The Board considers proposed amendments to personnel policies and procedures, works with the General Manager and HR Administrator on personnel matters, adopts policies regarding working conditions, reviews various employee benefit proposals and decides various personnel issues.

General Manager

The General Manager reports to the Board and is responsible for the day to day operations of the Authority. The General Manager is responsible for developing the Authority's annual budget and making recommendations to the Authority regarding long-range planning and projects. With the assistance of a HR Administrator, the General Manager is also responsible for implementing and enforcing the policies contained in this handbook and other human resources matters.

Equal Opportunity and Commitment to Diversity

Equal Opportunity

PCWASA provides equal employment opportunities to all employees and applicants for employment without regard to race, color, national origin, sex, religion, age, disability or genetic information. Equal employment opportunity applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

PCWASA expressly prohibits any form of unlawful employee harassment or discrimination based on any of the characteristics mentioned above. Improper interference with the ability of other employees to perform their expected job duties is absolutely not tolerated.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the HR Administrator or the General Manager. The Company will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. If an employee feels he or she has been subjected to any such retaliation, he or she should bring it to the attention of the HR Administrator or the General Manager.

Retaliation means adverse conduct taken because an individual reported an actual or perceived violation of this policy, opposed practices prohibited by this policy, or participated in the reporting and investigation process described below. "Adverse conduct" includes but is not limited to:

- (1) shunning and avoiding an individual who reports harassment, discrimination or retaliation;
- (2) express or implied threats or intimidation intended to prevent an individual from reporting harassment, discrimination or retaliation; or
- (3) denying employment benefits because an applicant or employee reported harassment, discrimination or retaliation or participated in the reporting and investigation process.

Complaints of discrimination should be filed according to the procedures described in the Harassment and Complaint Procedure.

Americans with Disabilities Act (ADA) and Reasonable Accommodation

To ensure equal employment opportunities to qualified individuals with a disability, **PCWASA** will make reasonable accommodations for the known disability of an otherwise qualified individual, unless undue hardship on the operation of the business would result. Employees who may require a reasonable accommodation should contact the HR Administrator. **PCWASA** may require you to provide information regarding your disability in order to evaluate what reasonable accommodations may be needed.

Commitment to Diversity

PCWASA is committed to creating and maintaining a workplace in which all employees have an opportunity to participate and contribute to the success of the business and are valued for their skills, experience, and unique perspectives. This commitment is embodied in company policy and the way we do business at **PCWASA** and is an important principle of sound business management.

Harassment and Complaint Procedure

Sexual and other unlawful harassment is a violation of Title VII of the Civil Rights Act of 1964 (Title VII), as amended, as well as many state laws. Harassment based on a characteristic protected by law, such as race, color, national origin, sex, religion, age, disability status, or other characteristic protected by state or federal law, is prohibited.

It is **PCWASA's** policy to provide a work environment free of sexual and other harassment. To that end, harassment of **PCWASA's** employees by management, supervisors, coworkers, or nonemployees who are in the workplace is absolutely prohibited. Further, any retaliation against an individual who has complained about sexual or other harassment or retaliation against individuals for cooperating with an investigation of a harassment complaint is similarly unlawful and will not be tolerated. **PCWASA** will take all steps necessary to prevent and eliminate unlawful harassment.

Definition of Unlawful Harassment. "Unlawful harassment" is conduct that has the purpose or effect of creating an intimidating, hostile, or offensive work environment; has the purpose or effect of substantially and unreasonably interfering with an individual's work performance; or otherwise adversely affects an individual's employment opportunities because of the individual's membership in a protected class.

Unlawful harassment includes, but is not limited to, epithets; slurs; jokes; pranks; innuendo; comments; written or graphic material; stereotyping; or other threatening, hostile, or intimidating acts based on race, color, national origin, sex, religion, age, disability status, or other characteristic protected by state or federal law.

Definition of Sexual Harassment. While all forms of harassment are prohibited, special attention should be paid to sexual harassment. "Sexual harassment" is generally defined under

both state and federal law as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature where:

- Submission to or rejection of such conduct is made either explicitly or implicitly a term or condition of any individual's employment or as a basis for employment decisions; *or*
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Other sexually oriented conduct, whether intended or not, that is unwelcome and has the effect of creating a work environment that is hostile, offensive, intimidating, or humiliating to workers may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct that, if unwelcome, may constitute sexual harassment depending on the totality of the circumstances, including the severity of the conduct and its pervasiveness:

- Unwanted sexual advances, whether they involve physical touching or not;
- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life, comments about an individual's body, comments about an individual's sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, or cartoons;
- Unwelcome leering, whistling, brushing up against another's body, sexual gestures, or suggestive or insulting comments;
- Inquiries into one's sexual experiences; *and*
- Discussion of one's sexual activities.

All employees should take special note that, as stated above, retaliation against an individual who has complained about sexual harassment and retaliation against individuals for cooperating with an investigation of sexual harassment complaint is unlawful and will not be tolerated at **PCWASA**.

Complaint Procedure. Any employee who believes he or she has been subject to or witnessed illegal discrimination, including sexual or other forms of unlawful harassment, is requested and encouraged to make a complaint. You may complain directly to your immediate supervisor or department manager, the HR Administrator, or any other member of management with whom you feel comfortable bringing such a complaint. You may also make your complaint to any member of the Board. Similarly, if you observe acts of discrimination toward or harassment of another employee, you are requested and encouraged to report this to one of the individuals listed above.

No reprisal, retaliation, or other adverse action will be taken against an employee for making a complaint or report of discrimination or harassment or for assisting in the investigation of any such complaint or report. Any suspected retaliation or intimidation should be reported immediately to one of the persons identified above.

All complaints will be investigated promptly and, to the extent possible, with regard for confidentiality.

If the investigation confirms conduct contrary to this policy has occurred, **PCWASA** will take immediate, appropriate, corrective action, including discipline, up to and including immediate termination.

Conflicts of Interest and Confidentiality

Conflicts of Interest

PCWASA expects all employees to conduct themselves and company business in a manner that reflects the highest standards of ethical conduct, and in accordance with all federal, state, and local laws and regulations. This includes avoiding real and potential conflicts of interests.

Exactly what constitutes a conflict of interest or an unethical business practice is both a moral and a legal question. **PCWASA** recognizes and respects the individual employee's right to engage in activities outside of employment which are private in nature and do not in any way conflict with or reflect poorly on the company.

It is not possible to define all the circumstances and relationships that might create a conflict of interest. If a situation arises where there is a potential conflict of interest, the employee should discuss this with a manager for advice and guidance on how to proceed. The list below suggests some of the types of activity that indicate improper behavior, unacceptable personal integrity, or unacceptable ethics:

1. Simultaneous employment by or ownership interest in another firm that is a vendor to **PCWASA**.
2. Borrowing money from customers or firms, other than recognized loan institutions, from which our company buys services, materials, equipment, or supplies.
3. Accepting substantial gifts or excessive entertainment from an outside organization or agency.
4. Speculating or dealing in materials, equipment, supplies, services, or property purchased by the company.
5. Participating in civic or professional organization activities in a manner that divulges confidential company information.
6. Misusing privileged information or revealing confidential data to outsiders.
7. Using one's position in the company or knowledge of its affairs for personal gains.
8. Engaging in practices or procedures that violate antitrust laws, commercial bribery laws, copyright laws, discrimination laws, campaign contribution laws, or other laws regulating the conduct of company business.

Confidential Information

The protection of confidential business information and trade secrets is vital to the interests and success of **PCWASA**. Confidential information is any and all information disclosed to or known by you because of employment with the company that is not generally known to people outside the company about its business. That may include information about **PCWASA**, as well as information about its vendors or customers.

An employee who improperly uses or discloses trade secrets or confidential business information will be subject to disciplinary action up to and including termination of employment and legal action, even if he or she does not actually benefit from the disclosed information.

All inquiries from the media must be referred to the General Manager.

This provision is not intended to, and should not be interpreted to, prohibit employees from discussing wages and other terms and conditions of employment if they so choose.

Employment Relationship

Employment Classification

In order to determine eligibility for benefits and overtime status and to ensure compliance with federal and state laws and regulations, **PCWASA** classifies its employees as shown below. **PCWASA** may review or change employee classifications at any time.

Exempt and Nonexempt

Exempt. Exempt employees are paid on a salaried basis and are not eligible to receive overtime pay.

Nonexempt. Nonexempt employees are paid on an hourly basis and are eligible to receive overtime pay for all hours worked after 40 hours in a single workweek.

Regular Employees

Regular, Full-Time. Employees who are not in a temporary status and work a minimum of 30 hours weekly and maintain continuous employment status. Generally, these employees are eligible for the full-time benefits package and are subject to the terms, conditions, and limitations of each benefit program.

Regular, Part-Time. Employees who are not in a temporary status and who are regularly scheduled to work fewer than 30 hours weekly and who maintain continuous employment status. Part-time employees are not eligible for the benefit programs offered by **PCWASA** to its full-time employees.

Temporary Employees

Temporary, Full-Time. Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and who are temporarily scheduled to work the company's full-time schedule for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status.

Temporary, Part-Time. Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and who are temporarily scheduled to work fewer than 30 hours weekly for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status.

Work Week and Hours of Work

The standard workweek is from Monday 12:00 a.m. to Sunday 11:59 p.m. and generally consists of 40 work hours. Office hours are 8:00 a.m. to 5:00 p.m., with a minimum 30-minute lunch break. Individual work schedules may vary depending on the needs of each department.

Employees are expected to be ready to work at the start of their regular shift/schedule.

Meal Breaks

Employees are entitled to a minimum 30-minute unpaid meal break each day. If a nonexempt employee is required to work through a meal break, he or she will be paid for the 30-minute period. Employees may not work through a meal break without prior approval from their supervisor. The length of meal breaks may vary depending on the department you work in and the needs of the business. You should not perform any work while on an unpaid meal break.

Time Records

Timekeeping systems vary depending on your department. Your supervisor will give you instructions on how to use the timekeeping system applicable to you. It is important that you use these systems to clock in and out so that they maintain an accurate record of the time you actually work. This includes clocking out and back in for your meal break. Any use of the timekeeping system to defeat their purpose – such as clocking in or out for another employee who is not actually present – is strictly prohibited. Failure to clock in and out appropriately could lead to disciplinary action. If for any reason you believe that the timekeeping system you use is not accurately recording your time or that of your co-workers, you should immediately raise this issue with your supervisor or the General Manager. **PCWASA** wants to ensure that all nonexempt employees are paid for all hours they actually work, including overtime for all hours worked in excess of 40 in a workweek.

Overtime

When required due to the needs of the business, you may be asked to work overtime. Overtime is actual hours worked in excess of 40 in a single workweek. Nonexempt employees will be paid overtime compensation at the rate of one and one half their regular rate of pay for all hours

over 40 actually worked in a single workweek. Paid leave, such as holiday, PTO, bereavement time, and jury duty does not apply towards work time. You may be disciplined if you work overtime without prior approval of your supervisor, but you will be paid for all time worked.

Shift Differentials

The Treatment Department operates 24 hours a day, seven days a week, with three eight-hour shifts each day. Employees assigned to shifts other than the standard 7:00 a.m. to 3:00 p.m. Monday through Friday shift earn shift differentials of between four and ten percent to compensate for working atypical hours.

- Monday through Friday Second Shift: 3:00 p.m. to 11:00 p.m. at four percent
- Monday through Friday Third Shift: 11:00 p.m. to 7:00 a.m. at eight percent
- Weekend Shift: Friday at 11:00 p.m. to Sunday at 11:00 p.m. at ten percent

You should contact the HR Administrator or your supervisor for additional details on these shift differentials.

On-Call Requirements

In order to ensure that there are no interruptions in service, Collection Department ~~some~~ employees are required to be “on-call” for periods of seven days at a time to address emergency repairs. The “on-call” week begins Monday morning at 12:00 a.m. and ends on Sunday evening at 11:59 p.m. Your supervisor will maintain and publish the on-call schedule well in advance of the need for “on-call” assistance, and assignments will rotate among all employees whose job duties require “on-call” service. Depending on the nature of your duties, you will receive a payment (currently \$75 ~~for the primary technician or \$50 for a helper~~, which is subject to change) for any week you are on-call, whether or not you are actually called to perform services outside of normal working hours. If called, all time worked will be added (with a minimum of two hours) to hours worked for that workweek and you will be paid overtime based on your regular/base rate for hours in excess of 40, if applicable.

Any employee who is on the active “on-call” list must report to work within 30 minutes of being called. This means that you must not consume alcohol or any unprescribed controlled substance or travel beyond a range that would make it impossible to report to work within 30 minutes if called. Absent a genuine emergency or serious illness, you may be disciplined up to and including discharge if you are on the active list and fail to report ready to work within 30 minutes of being called.

It is your responsibility to identify another qualified employee to fill in for you during the time you are on the active “on-call” list if you know of a personal conflict for the week that you are assigned “on-call” duties. You must find a substitution who agrees to take the entire week that you are on-call and notify both your supervisor and the HR Administrator of any such substitution at least 24 hours prior to the beginning of your “on-call” week. Substitutions for less than an entire week or which are made without the required notice are not permitted.

Training and Educational Assistance

PCWASA encourages its employees to earn state certifications and/or licenses which are applicable to their positions. You may be eligible to earn an upward adjustment in your compensation upon completion of applicable state certifications or licenses. PCWASA will provide training resources to employees for obtaining certification/licensing at no cost to employees, as well as pay for the registration cost of up to two tests/exams. If for any reason employment is terminated (voluntary or otherwise) within two years of obtaining the license/certification, employees will reimburse PCWASA for any cost on a pro-rata basis. Please contact your supervisor or the HR Administrator for details.

Deductions from Pay/Safe Harbor

PCWASA does not make improper deductions from the salaries of exempt employees and complies with the salary basis requirements of the Fair Labor Standards Act (FLSA). Employees classified as exempt from the overtime pay requirements of the FLSA will be notified of this classification at the time of hire or change in position.

Permitted deductions. The FLSA limits the types of deductions that may be made from the pay of an exempt employee. Deductions that are permitted include:

- Deductions that are required by law, e.g., income taxes;
- Deductions for employee benefits when authorized by the employee;
- Absence from work for one or more full days for personal reasons other than sickness or disability;
- Absence from work for one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness;
- Offset for amounts received as witness or jury fees, or for military pay; or
- Unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions.

During the week an exempt employee begins work for the company or during the last week of employment, the employee will only be paid for actual hours worked.

Improper deductions. If an employee classified as exempt believes that an improper deduction has been taken from his or her pay, the employee should immediately report the deduction to the HR Administrator. The report will be promptly investigated and if it is found that an improper deduction has been made, the company will reimburse the employee for the improper deduction.

Paychecks

PCWASA operates on a bi-weekly pay period, with pay dates every other Friday. If a pay day falls on a federal holiday, employees will receive their paycheck on the preceding workday. Direct deposit is available to all employees who make that election. See the HR Administrator if you have questions about direct deposit.

Access to Personnel Files

Employee files are maintained by the HR Administrator and are considered confidential. Managers and supervisors may only have access to personnel file information on a need-to-know basis. Representatives of government or law enforcement agencies, or other persons pursuant to a court order or subpoena, may be allowed access to file information. Personnel file access by current employees and former employees upon request will generally be permitted within three days of the request. Employee files are property of **PCWASA** and may not be removed from the premises.

Employment of Relatives and Domestic Partners

Relatives and domestic partners may be hired by the company if (1) the persons concerned will not work in a direct supervisory relationship, and (2) in the sole discretion of **PCWASA** the employment will not pose difficulties for supervision, security, safety, or morale. For the purposes of this policy, “relatives” are defined as spouses, children, siblings, parents, or grandparents. A “domestic partnership” is generally defined as a committed relationship between two individuals who are sharing a home or living arrangements.

Current employees who marry each other or become involved in a domestic partnership will be permitted to continue employment with the company provided they don’t work in a direct supervisory relationship with each other or otherwise pose difficulties as mentioned above. If employees who marry or live together do work in a direct supervisory relationship with each other, the company will attempt to reassign one of the employees to another position for which he or she is qualified if such a position is available. If no such position is available, the employees will be permitted to determine which one of them will resign from the company.

Separation from Employment

In all cases of voluntary resignation (one initiated by the employee), employees are asked to provide a written notice to their supervisor at least 10 working days in advance of the last day of work. The 10 days must be actual working days. Holidays and Paid Time Off (PTO) will not be counted toward the 10-day notice.

Employees who do not provide the requested amount of notice will generally not be considered for re-hire and will forfeit payment of any PTO that would otherwise be paid under applicable Company policies. Employees terminated for cause will also forfeit payment of unused PTO.

In most cases, the HR Administrator will conduct an exit meeting on or before the last day of employment to collect all company property, and to discuss final pay. If applicable, information regarding benefits continuation through the Consolidated Omnibus Budget Reconciliation Act (COBRA) will be sent to the employee’s home address.

Workplace Safety

General Policy

PCWASA intends to maintain a safe and secure working environment for all employees and visitors. We expect our employees to use common sense and refrain from horseplay, careless behavior and negligent actions. It takes the efforts of every employee to keep our workplace safe.

In the event of a medical or other emergency you should immediately dial 911 and ask for appropriate assistance before taking any other action.

While the federal Occupational Safety and Health Act (“OSHA”) does not apply to state and local government entities like **PCWASA**, you should nevertheless observe OSHA safety

standards. While working, employees must observe safety precautions for their safety and the safety of others. All work areas must be kept clean and free of clutter and debris. All hazards or potentially dangerous conditions must be corrected immediately and reported to a supervisor.

If you are involved in an accident, you must report the accident to your supervisor and the HR Administrator immediately and obtain any necessary medical treatment or testing in accordance with our workers' compensation and drug-free workplace policies. You must also fill out an accident report regardless of the severity of the injury. You may be subject to disciplinary action up to and including discharge if you fail to comply with this policy.

Drug-Free and Alcohol-Free Workplace

It is the policy of **PCWASA** to maintain a drug-free and alcohol-free work environment that is safe and productive for employees and others having business with the company. **PCWASA** complies with the Georgia Drug-Free Workplace Program.

The unlawful use, possession, purchase, sale, distribution, or being under the influence of any unprescribed controlled substance and/or the misuse of legal drugs while on company or client premises or while performing services for the company is strictly prohibited. **PCWASA** also prohibits reporting to work or performing services under the influence of alcohol or consuming alcohol while on duty or during work hours. In addition, **PCWASA** prohibits off-premises abuse of alcohol and controlled substances, as well as the possession, use, or sale of illegal drugs, when these activities adversely affect job performance, job safety, or the Company's reputation in the community.

To ensure compliance with this policy, substance abuse screening may be conducted in the following situations:

- **Pre-employment:** Required for all prospective employees who receive a conditional offer of employment.
- **For Cause:** Upon reasonable suspicion that the employee is under the influence of alcohol or drugs that could affect or has adversely affected the employee's job performance, including situations where the employee has caused or contributed to an on the job injury which resulted in a loss of worktime.
- **Random:** As authorized or required by federal or state law.

Compliance with this policy is a condition of employment. Employees who test positive or who refuse to submit to substance abuse screening will be subject to termination. Notwithstanding any provision herein, this policy will be enforced at all times in accordance with applicable law.

Any employee violating this policy is subject to discipline, up to and including termination, for the first offense.

PCWASA encourages any employee with a substance abuse problem to utilize its confidential Employee Assistance Program described in the Employee Benefits section herein.

Smoke-Free Workplace

Smoking is not allowed in company buildings or work areas at any time. "Smoking" includes the use of any tobacco products (including chewing tobacco), electronic smoking devices, and e-cigarettes.

Smoking is only permitted during break times in designated outdoor areas. Employees using these areas are expected to dispose of any smoking debris safely and properly.

Workplace Violence Prevention

PCWASA is committed to providing a safe, violence-free workplace for our employees. Due to this commitment, we discourage employees from engaging in any physical confrontation with a violent or potentially violent individual or from behaving in a threatening or violent manner. Threats, threatening language, or any other acts of aggression or violence made toward or by any employee will not be tolerated. A threat may include any verbal or physical harassment or abuse, attempts to intimidate others, menacing gestures, stalking, or any other hostile, aggressive, and/or destructive actions taken for the purposes of intimidation. This policy covers any violent or potentially violent behavior that occurs in the workplace or at company-sponsored functions.

All **PCWASA** employees bear the responsibility of keeping our work environment free from violence or potential violence. Any employee who witnesses or is the recipient of violent behavior should promptly inform their supervisor, manager, or the HR Administrator. All threats will be promptly investigated. No employee will be subject to retaliation, intimidation, or discipline as a result of reporting a threat in good faith under this guideline.

Any individual engaging in violence against the company, its employees, or its property will be prosecuted to the full extent of the law. All acts will be investigated, and the appropriate action will be taken. Any such act or threatening behavior may result in disciplinary action up to and including termination.

PCWASA prohibits the possession of weapons on any part of its property at all times, including parking lots or in company vehicles. Additionally, while on duty, employees may not carry a weapon of any type. Weapons include, but are not limited to, handguns, rifles, automatic weapons, and knives that can be used as weapons (excluding pocketknives, utility knives, and other instruments that are used to open packages, cut string, and for other miscellaneous tasks), martial arts paraphernalia, stun guns, and tear gas. Any employee violating this policy is subject to discipline up to and including dismissal for the first offense.

The company reserves the right to inspect all belongings of employees on its premises, including packages, briefcases, purses and handbags, gym bags, and personal vehicles on company property. In addition, **PCWASA** may inspect the contents of lockers, storage areas, file cabinets, desks, and work stations at any time and may remove all Company property and other items that are in violation of Company rules and policies.

Emergency Closings

PCWASA will always make every attempt to be open for business. In situations in which some employees are concerned about their safety, management may advise supervisors to notify their departments that the office is not officially closed, but anyone may choose to leave the office if he or she feels uncomfortable.

If the office is officially closed during the course of the day to permit employees to leave early, nonexempt employees who are working on-site as of the time of the closing will be paid for a full day. If you leave earlier than the official closing time, you will be paid only for actual hours worked, or you can take PTO time. Exempt employees will be paid for a normal full day but are expected to complete their work at another time.

Workplace Guidelines

Attendance

All employees are expected to arrive on time, ready to work, every day they are scheduled to work.

If unable to arrive at work on time, or if an employee will be absent for an entire day, the employee must contact the supervisor as soon as possible and at least an hour before the employee's scheduled work shift. Voice mail and e-mail messages are not acceptable except in certain emergency circumstances. Excessive absenteeism or tardiness will result in discipline up to and including termination. Failure to show up or call in for a scheduled shift without prior approval may result in termination. If an employee fails to report to work or call in to inform the supervisor of the absence for three consecutive days or more, the employee will be considered to have voluntarily resigned employment.

Job Performance

Communication between employees and supervisors or managers is very important. Discussions regarding job performance are ongoing and often informal. Employees should initiate conversations with their supervisors if they feel additional ongoing feedback is needed.

Generally, formal performance reviews are conducted annually. These reviews include a written performance appraisal and discussion between the employee and the supervisor about job performance and expectations for the coming year.

Outside Employment

Employees are permitted to work a second job as long as it does not interfere with their job performance with **PCWASA**. However, you must notify your supervisor and the HR Administrator before accepting another position and approval of this request is subject to the sole discretion of **PCWASA**. The demands of a second job must not interfere with you working your regularly assigned schedule and will not be considered an excuse for poor job

performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work overtime or different hours.

If outside work activity causes or contributes to job-related problems, it must be discontinued, or the employee may be subject to disciplinary action, up to and including termination.

Dress and Grooming

PCWASA provides a casual yet professional work environment for its employees. Even though the dress code is casual, it is important to project a professional image to our customers, visitors, and coworkers. All employees are expected to dress in a manner consistent with good hygiene, safety, and good taste. Please use common sense.

Any questions or complaints regarding the appropriateness of attire should be directed to the HR Administrator. Decisions regarding attire will be made by the HR Administrator in consultation with the General Manager and not by individual departments or managers.

Social Media Acceptable Use

PCWASA encourages employees to share information with co-workers and with those outside the company for the purposes of gathering information, generating new ideas, and learning from the work of others. Social media provide inexpensive, informal, and timely ways to participate in an exchange of ideas and information. However, information posted on a website is available to the public and, therefore, the company has established the following guidelines for employee participation in social media.

Note: As used in this policy, “social media” refers to blogs, forums, and social networking sites, such as Twitter, Facebook, LinkedIn, YouTube, Instagram, and SnapChat, among others.

Off-duty use of social media. Employees may maintain personal websites or weblogs on their own time using their own facilities. Employees must ensure that social media activity does not interfere with their work. In general, the company considers social media activities to be personal endeavors, and employees may use them to express their thoughts or promote their ideas.

On-duty use of social media. Employees may engage in social media activity during work time provided it is directly related to their work, approved by their manager, and does not identify or reference company clients, customers, or vendors without express permission. The company monitors employee use of company computers and the Internet, including employee blogging and social networking activity.

Respect. Demonstrate respect for the dignity of the company, its customers, its vendors, and its employees. A social media site is a public place, and employees should avoid inappropriate comments. For example, employees should not divulge **PCWASA** confidential information such as trade secrets, client lists, or information restricted from disclosure by law on social media sites. Similarly, employees should not use profanity, make derogatory comments, or engage in harassing or discriminatory behavior that targets other employees or individuals because of

their protected class status. Even if a message is posted anonymously, it may be possible to trace it back to the sender.

Post disclaimers. If an employee identifies himself or herself as a company employee or discusses matters related to the company on a social media site, the site must include a disclaimer on the front page stating that it does not express the views of the company and that the employee is expressing only his or her personal views. For example: “The views expressed on this website/Weblog are mine alone and do not necessarily reflect the views of my employer.” Place the disclaimer in a prominent position and repeat it for each posting expressing an opinion related to the company or the company’s business. Employees must keep in mind that if they post information on a social media site that is in violation of company policy and/or federal, state, or local law, the disclaimer will not shield them from disciplinary action.

Confidentiality. Do not identify or reference company customers or vendors without express permission. Employees may write about their jobs in general but may not disclose any confidential or proprietary information. For examples of confidential information, please refer to the confidentiality policy. When in doubt, ask before publishing.

New ideas. Please remember that new ideas related to work or the company’s business belong to the company. Do not post them on a social media site without the company’s permission.

Links. Employees may provide a link from a social media site to the company’s website during employment (subject to discontinuance at the company’s sole discretion). Employees should contact the Web design group to obtain the graphic for links to the company’s site and to register the site with the company.

Trademarks and copyrights. Do not use the company’s or others’ trademarks on a social media site, or reproduce the company’s or others’ material without first obtaining permission.

Legal. Employees are expected to comply with all applicable laws, including but not limited to, Federal Trade Commission (FTC) guidelines, copyright, trademark, and harassment laws.

Discipline. Violations of this policy may result in discipline up to and including immediate termination of employment.

Note: Nothing in this policy is meant to, nor should it be interpreted to, in any way limit your rights under any applicable federal, state, or local laws, including your rights under the National Labor Relations Act to engage in protected concerted activities with other employees to improve or discuss terms and conditions of employment, such as wages, working conditions, and benefits.

Bulletin Boards

All required governmental postings are posted on the boards located in the break room. These boards may also contain general announcements.

Employees may submit to the HR Administrator notices of general interest, such as for-sale notices; recreational-type announcements and/or club functions (e-mail should not be used for

the aforementioned); postcards; expressions of gratitude or sympathy; and notices looking for/offering carpools, tickets, roommates, or pets. The HR Administrator approves, posts, and takes down all notices. All notices posted by employees will be removed after two weeks unless otherwise stipulated. The company reserves the right to refuse permission to post or to take down any announcement.

Solicitation

Employees should be able to work in an environment that is free from unnecessary annoyances and interference with their work. In order to protect our employees and visitors, solicitation by employees is strictly prohibited while either the employee being solicited or the employee doing the soliciting is on “working time.” “Working time” is defined as time during which an employee is not at a meal, on break, or on the premises immediately before or after his or her shift.

Employees are also prohibited from distributing written materials, handbills, or any other type of literature on working time and, at all times, in “working areas,” which includes all office areas. “Working areas” do not include break rooms, parking lots, or common areas shared by employees during nonworking time.

Nonemployees may not trespass or solicit or distribute materials anywhere on company property at any time.

Computers, Internet, Email, and Other Resources

The company provides a wide variety of communication tools and resources to employees for use in running day-to-day business activities. Whether it is the telephone, cell phone, voice mail, fax, scanner, internet, intranet, e-mail, text messaging, or any other company-provided technology, use should be reserved for business-related matters during working hours. All communication using these tools should be handled in a professional and respectful manner.

Employees should not have any expectation of privacy in their use of company computer, e-mail, phone, cell phone, or other communication tools. All communications made using company-provided equipment or services including email and internet activity, are subject to inspection and monitoring by the company. Employees should keep in mind that even if they delete an email, voicemail or other communication, a copy may be archived on the company’s systems.

Employee use of company-provided communication systems, including personal e-mail and internet use, that are not job-related have the potential to drain, rather than enhance, productivity and system performance. You should also be aware that information transmitted through e-mail and the internet is not completely secure or may contain viruses or malware, and information you transmit and receive could damage the company’s systems as well as the reputation and/or competitiveness of the company. To protect against possible problems, delete any e-mail messages prior to opening that are received from unknown senders and advertisers.

It is against company policy to turn off antivirus protection software, install unauthorized software, or make unauthorized changes to system configurations installed on company computers. It is against company policy for files to be saved to individual computer hard drives or desktops; all files should be saved to the appropriate network location. You are also prohibited from making any unauthorized copies of **PCWASA** information, or deleting any information from **PCWASA** computers, computer network, smartphones, external drives or any other storage media. Violations of this policy may result in termination for a first offense.

The company encourages employees to use e-mail only to communicate with fellow employees, suppliers, customers, or potential customers regarding company business. Internal and external e-mails are considered business records and may be subject to federal and state recordkeeping requirements as well as to discovery in the event of litigation. Be aware of this possibility when sending e-mails within and outside the company.

All use of company-provided communications systems, including e-mail and internet use, should conform to our company guidelines/policies, including but not limited to the Equal Opportunity, Harassment, Confidential Information, and Conflicts of Interest. So, for example, employees should not engage in harassing or discriminatory behavior that targets other employees or individuals because of their protected class status or make defamatory comments. Similarly, employees should not divulge confidential information such as trade secrets, client lists, or information restricted from disclosure by law on social media sites.

Because e-mail, telephone and voice mail, and internet communication equipment are provided for company business purposes and are critical to the company's success, your communications may be accessed without advance notice by the management of **PCWASA**.

The electronic communication systems are not secure and may allow inadvertent disclosure, accidental transmission to third parties, etc. Sensitive information should not be sent via unsecured electronic means.

Office telephones and cell phones are for business purposes. While the company recognizes that some personal calls are necessary, these should be kept as brief as possible and to a minimum. Abuse of these privileges is subject to corrective action up to and including termination.

Nothing in this policy is designed to interfere with, restrain, or prevent employee communications regarding wages, hours, or other terms and conditions of employment as protected under the National Labor Relations Act. Employees have the right to engage in or to refrain from such activities.

Company Vehicles

PCWASA provides vehicles for business use. Only employees whose job duties require using a **PCWASA** vehicle will be allowed to operate a **PCWASA** vehicle and only after the employee has consented to a complete background and driving history check acceptable to **PCWASA**. Any traffic violations charged against the employee, whether or not while driving a **PCWASA**

vehicle, should be immediately reported to the HR Administrator. The approval of an employee to drive a **PCWASA** vehicle may be revoked at any time in the sole discretion of **PCWASA**.

Vehicle use by approved employees is strictly limited to business purposes. Employees must not be intoxicated or impaired for any reason, must drive in compliance with all applicable laws, and must not allow non-essential persons (including non-employees of **PCWASA**) to ride in a company-owned vehicle. Any citations given to an employee while operating a **PCWASA** vehicle must be immediately reported to the HR Administrator, and the employee is responsible for paying any applicable fines assessed.

If an employee is involved in an accident while operating a **PCWASA** vehicle, he should immediately dial 911 to report the accident. The employee should then next report the accident to the HR Administrator. The employee should also report damage caused to the vehicle for other reasons, like theft or vandalism.

Disciplinary Procedure

The Company expects employees to comply with the Company's standards of behavior and performance and to correct any noncompliance with these standards.

Under normal circumstances, the Company endorses a policy of progressive discipline in which it attempts to provide employees with notice of deficiencies and an opportunity to improve. It does, however, retain the right to administer discipline in any manner it sees fit. This policy does not modify the status of employees as employees-at-will or in any way restrict the Company's right to bypass the disciplinary procedures suggested.

The following steps are suggested in the discipline procedure. All steps should be documented in the employee's personnel file.

- **Step 1: Coaching.** When a performance problem is first identified, the nature of the problem and the action necessary to correct it should be discussed with the employee. The supervisor should place a memo in the employee's file identifying the date the counseling took place, the matters discussed, and the steps necessary to resolve the performance issue.
- **Step 2: Written Performance Improvement Plan.** If a private informal discussion with the employee has not resulted in corrective action, the supervisor should meet with the employee and (a) again review the problem, (b) permit the employee to present his or her views on the problem, and (c) develop a written Performance Improvement Plan that identifies the performance issues that must be corrected and a time frame in which those issues must be corrected. The plan should advise the employee of the consequences of failing to correct the performance issues, up to and including discharge. The employee should sign the plan to acknowledge receipt and it should be placed in the employee's personnel file.

- Step 3: **Final Written Warning**. This is an optional step if there are good reasons why the employee has not successfully completed the Performance Improvement Plan.
- Step 4: **Termination**.

The progressive disciplinary procedures described above also may be applied to an employee who is experiencing a series of unrelated problems involving job performance or behavior.

In cases involving serious misconduct, or any time the supervisor determines it is necessary, such as a major breach of policy or violation of law, the procedures contained above may be disregarded. Typically, the supervisor should suspend the employee immediately (with or without pay) and an investigation of the incidents leading up to the suspension should be conducted to determine if any further action, such as termination, should be taken.

Time Off and Leaves of Absence

Holidays

The company observes and allows time off with pay for the following holidays:

- New Year's Day
- MLK Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Workday directly before or after Christmas (depending on day of the week for Christmas)
- Christmas
- One floating holiday selected by the employee (subject to advance notice and approval)

Any changes to this schedule will be designated by the company at the start of each calendar year.

If a holiday falls on a Sunday, it will be observed on the following Monday. If the holiday falls on a Saturday, the company will select either the following Monday or the preceding Friday as a substitute holiday. The company reserves the right to pay eligible employees in lieu of time off if the holiday falls on Saturday.

Holiday pay. Full-time regular employees are eligible for holiday pay. Part-time and temporary employees, including summer employees, are not eligible for holiday pay.

To receive holiday pay, an eligible nonexempt employee must be at work or taking an approved absence on the work days immediately preceding and immediately following the day on which the holiday is observed. An approved absence is a day of PTO. If an employee is absent on one

or both of these days because of an illness or injury, the company may require verification of the reason for the absence before approving holiday pay.

Holiday pay shall be at the employee's regular /base straight-time rate times the employee's regularly scheduled hours (not to exceed eight hours). If you work on a holiday or the day a holiday is observed by PCWASA and would otherwise be eligible to receive holiday pay, you will be paid for hours actually worked at the rate of 1.5 times the regular rate in addition to holiday pay. Only holiday hours actually worked will be considered in the calculation of overtime for that workweek.

Religious Observances

Employees who need time off to observe religious practices or holidays not already scheduled by the company should speak with their supervisor. Depending upon business needs, the employee may be able to work on a day that is normally observed as a holiday and then take time off for another religious day. Employees may also be able to switch a scheduled day with another employee, or take PTO, or take off unpaid days. The company will seek to reasonably accommodate individuals' religious observances.

Leave Requests Generally

If you need to be absent from the workplace for any reason, you need to notify your immediate supervisor as soon as possible. Requests for Paid Time Off are addressed in the section below. In most cases, any leave you request and which **PCWASA** grants will be paid and deducted from your applicable PTO balance. While **PCWASA** will consider any requests for leave after your **PTO** balance has been exhausted, it cannot guarantee that such requests will be granted.

~~Paid Annual Leave, Sick Leave and~~ Paid Time Off (PTO)

~~As of the effective date of this handbook through December 31, 2019, employees will continue to accrue both paid Annual Leave and paid Sick Leave as before. All full time employees accrue sick leave at the rate of 3.7 hours per pay period up to a maximum accrual of 640 hours. Paid annual leave is accrued at the following rates depending on an employee's years of service:~~

Length of Service	Paid Leave Accrual
Under 5 years	3.08 hours per pay period/10 days per year
Over 5 years through 10 years	4.62 hours per pay period/15 days per year
Over 10 years through 15 years	6.16 hours per pay period/20 days per year
Over 15 years through 20 years	7.70 hours per pay period/25 days per year
20+ years	9.24 hours per pay period/30 days per year

~~Beginning January 1, 2020, PCWASA will convert to a Paid Time Off ("PTO") system instead of a split Annual Leave/Sick Pay system. The new PTO system will provide all regular, full-time staff members with paid time away from work that can be used for vacation, personal time, personal~~

~~illness, time off to care for dependents, or any other personal need. PTO must be scheduled in advance and have supervisory approval, except in the case of illness or emergency. The PTO policy takes the place of Annual Leave and Sick Leave.~~

The Paid Time Off (“PTO”) system provides all regular, full-time staff members with paid time away from work that can be used for vacation, personal time, personal illness, time off to care for dependents, or any other personal need. PTO must be scheduled in advance and have supervisory approval, except in the case of illness or emergency.

Eligibility. All full-time employees are eligible to earn PTO. Part-time employees do not earn PTO. PTO is earned on a bi-weekly pay period. PTO is not earned for months when unpaid leave is taken or when short- or long-term disability benefits are paid. PTO is not earned by temporary or contract employees or those whose job descriptions specifically exclude this benefit. PTO is earned at the following rates depending on an employee’s years of service on the following schedule:

Years of Service	PTO Accrued
0-5	18 days/year or 5.54 hours/pay period
6-15	23 days/year or 7.08 hours/pay period
15+	28 days/year or 8.62 hours/pay period

Procedures. PTO should be scheduled as early as possible in advance, according to department policy, and must have supervisory approval. Time off taken in excess of the amount ~~that will be earned during the calendar year~~ will be without pay (considered Absent Without Leave). Under special circumstances (medical or other hardship), time off taken in excess of the amount earned may be approved as unpaid Leave Without Pay in the sole discretion of PCWASA. The company may request documentation of the need for the unpaid leave.

Payment of unused PTO. You will be paid accrued and unused PTO if you resign (including retirement), so long as you give **PCWASA** at least ten full working days advance notice prior to the effective date of your termination. You will also be paid accrued and unused ~~vacation-PTO~~ if **PCWASA** terminates your employment without good cause, including an involuntary layoff. You will not be paid accrued and unused PTO if you are terminated for cause or do not give **PCWASA** at least ten full working days advance notice.

PTO for new hires and rehires. New and rehired employees begin accruing PTO beginning with the date of hire. If an employee is rehired, prior service will be added to current service to determine the PTO accrual rate in the years following the year of rehire, unless the time away from the company exceeds the length of prior service.

~~**Transition from Annual Leave/Sick Leave to PTO.** As stated above, the existing Annual Leave/Sick Leave system will remain in effect until December 31, 2019. Employees may carry over up to 200 hours of Annual Leave and 50 hours of Sick Leave into 2020, both of which will~~

~~be converted to PTO. In other words, employees will begin calendar year 2020 with up to 250 hours of PTO (depending on their balances of Annual Leave/Sick Leave as of 12/31/2019) and then begin to accrue PTO according to the schedule set forth above. In addition, employees with more than 200 hours of Annual Leave as of 12/31/2019 will be paid for the excess over 200 hours at ½ of the value of the excess.~~

Limits on carry over of PTO. ~~Each~~ Effective January 1, 2021, and each calendar year thereafter, employees may carry over a maximum of 120 hours of PTO from the prior calendar year. Any PTO over 120 hours at the end of ~~each~~ calendar year ~~2020 and thereafter~~ will be forfeited. You should therefore plan to use your PTO each year so that you do not have a balance of more than 120 hours at the end of the year ~~starting with calendar year 2020~~.

Military Leave

PCWASA supports the military obligations of all employees and grants leaves for uniformed service in accordance with applicable federal and state laws. Any employee who needs time off for uniformed service should immediately notify the HR Administrator and his or her supervisor, who will provide details regarding the leave. If an employee is unable to provide notice before leaving for uniformed service, a family member should notify the supervisor as soon as possible.

Upon return from military leave, employees will be granted the same seniority, pay, and benefits as if they had worked continuously. Failure to report for work within the prescribed time after completion of military service will be considered a voluntary termination.

All employees who enter military service may accumulate a total absence of five years and still retain employment rights.

Bereavement Leave

Employees with more than three months' service may take up to three days of paid bereavement leave upon the death of a member of their immediate family. "Immediate family members" are defined as an employee's spouse, domestic partner, parents, stepparents, siblings, children, stepchildren, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild. All regular, full-time employees may take up to one day off with pay to attend the funeral of an extended family member (aunts, uncles, and cousins).

The company may require verification of the need for the leave. The employee's supervisor and the HR Administrator will consider this time off on a case-by-case basis.

Payment for bereavement leave is computed at the regular hourly rate to a maximum of eight hours for one day. Time off granted in accordance with this policy shall not be credited as time worked for the purpose of computing overtime.

Jury Duty/Court Appearance

The company supports employees in their civic duty to serve on a jury. Employees must present any summons to jury duty to their supervisor as soon as possible after receiving the notice to allow advance planning for an employee's absence.

Nonexempt employees will be paid for jury duty service at their regular rate of pay minus any compensation received from the court for the period of service. Employees must provide evidence of the compensation paid by the Court, such as a copy of the check.

If an employee is released from jury duty after four hours or less of service, he or she must report to work for the remainder of that work day.

Time for appearance in court for personal business will be the individual employee's responsibility. Normally, PTO will be used for this purpose.

Time Off for Voting

PCWASA recognizes that voting is a right and privilege of being a citizen of the United States and encourages employees to exercise their right to vote. In almost all cases, you will have sufficient time outside working hours to vote. If for any reason you think this won't be the case, contact your supervisor to discuss scheduling accommodations.

Employee Benefits

In General

PCWASA recognizes the value of benefits to employees and their families. The company supports employees by offering a comprehensive and competitive benefits program for its regular, full-time employees.

Insurance benefits offered to all full-time employees include medical, dental, vision, long-term disability, and life insurance.

We also offer employees the opportunity to participate in a tax-sheltered retirement plan that includes matching contributions from **PCWASA**.

Detailed information regarding all of these benefits, including qualification periods, employee contributions, coverages, claims procedures and value added services, are available from the HR Administrator. While **PCWASA** intends to continue offering similar benefits in the future, these benefits may be increased, reduced and/or withdrawn in the sole discretion of **PCWASA**.

Workers' Compensation

Workers' compensation is a "no-fault" system that provides compensation for medical expenses and wage losses to employees who are injured or who become ill because of employment.

PCWASA pays the entire cost of workers' compensation insurance. The insurance provides coverage for related medical and rehabilitation expenses and a portion of lost wages to employees who sustain an injury on the job.

The company abides by all applicable state workers' compensation laws and regulations.

If an employee sustains a job-related injury or illness, it is important to notify the supervisor and HR Administrator immediately. The supervisor will complete an injury report with input from the employee and return the form to the HR Administrator. The HR Administrator will file the claim with the insurance company. In cases of true medical emergencies, report to the nearest emergency room.

Workers' compensation benefits (paid or unpaid) will run concurrently with FMLA leave, if applicable, where permitted by state and federal law. In addition, employees will not be paid PTO for approved absences covered by the company's workers' compensation program, except to supplement the workers' compensation benefits such as when the plan only covers a portion of the employee's salary as allowed by state law.

Employee Assistance Program

The Employee Assistance Program (EAP) is a resource designed to provide highly confidential and experienced help for employees in dealing with issues that affect their lives and the quality of their job performance. **PCWASA** wants employees to be able to maintain a healthy balance of work and family that allows them to enjoy life. The EAP is a confidential counseling and referral service that can help employees successfully deal with life's challenges.

The company encourages employees to use this valuable service whenever they have such a need. Employees who choose to use these counseling services are assured the information disclosed in their sessions is confidential and not available to the company, nor is the company given any information on who chooses to use the services. Information on how to use this service, including a confidential hotline phone number, is posted ~~in~~ in the break room.

EMPLOYEE HANDBOOK ACKNOWLEDGMENT AND RECEIPT

I hereby acknowledge receipt of the employee handbook of **PCWASA**. I understand and agree that it is my responsibility to read and comply with the policies in the handbook.

I understand that the handbook and all other written and oral materials provided to me are intended for informational purposes only. Neither it, company practices, nor other communications create an employment contract or term. I understand that the policies and benefits, both in the handbook and those communicated to me in any other fashion, are subject to interpretation, review, removal, and change by management at any time without notice.

I further understand that I am an at-will employee and that neither this document nor any other communication shall bind the company to employ me now or hereafter and that my employment may be terminated by me or the company without reason at any time. I understand that no representative of the company has any authority to enter into any agreement for employment for any specified period of time or to assure any other personnel action or to assure any benefits or terms or conditions of employment, or make any agreement contrary to the foregoing.

I also understand and agree that this agreement may not be modified orally and that only the General Manager may make a commitment for employment for a definite term. I also understand that if such an agreement is made, it must be in writing and signed by the General Manager.

Employee's Name in Print

Signature of Employee

Date Signed by Employee

TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE

RECEIPT OF ANTI-HARASSMENT POLICY

I have read and I understand the Company's Anti-Harassment Policy.

Employee's Name in Print

Signature of Employee

Date Signed by Employee

TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE

To: Kim Learnard
Company: Peachtree City Water & Sewerage Authority
Address: 1127 Highway 74 South
Peachtree City, GA 30269

Date: November 13, 2023
From: George Hamman, PLS
Copy to: L.H. (Dan) Davis, Jr., P.E.
File

Project: Stake Fence Location

Background Information:

The Board of the Peachtree City Water & Sewerage Authority (PCWASA) has requested that Integrated Science & Engineering, Inc. (ISE) assist in staking the location of new fencing to be installed. Said fence is to be placed near the southern and southwestern lines of Tract 1-B, and the southern and southwestern lines of Easement "A" (40' Ingress / Egress & Utility Easement), and a portion of the eastern line and a portion of the southwestern line of Tract 1-A, all as shown and indicated on Sheet 1 of 3 of the plat recorded in Plat Book 100 at Pages 424-426, inclusive, of the Fayette County, GA records.

Scope of Work

Task 1 – Place stakes in the field that represent the southern and southwestern lines of Tract 1-B, and the southern and southwestern lines of Easement "A" (40' Ingress / Egress & Utility Easement), and a portion of the eastern line and a portion of the southwestern line of Tract 1-A, all as shown and indicated on Sheet 1 of 3 of the plat recorded in Plat Book 100 at Pages 424-426, inclusive, of the Fayette County, GA records, as requested.

Schedule:

Scope of Work described herein will be completed within one day (on or before November 14, 2023).

Fee Estimate:

Task No.	Task Name	Contract Amount	Billing Type
1	Stake Fence Location	\$ 2,500.00	Lump Sum
TOTAL		\$ 2,500.00	

All work will be performed in accordance with the attached Terms and Conditions. The fees listed contain ISE labor, subconsultants, and direct project expenses previously noted in the Scope of Work section. Additional efforts, including fees and services outside the Scope of Work detailed herein will be coordinated

WORK AUTHORIZATION

directly with the Client prior to proceeding. Additional fees will be billed hourly and in accordance with the rate schedule herein.

Authorization:

Authorized by: _____ Title: _____

Print Name: _____ Date: _____

Terms and Conditions Included

WORK AUTHORIZATION

TERMS AND CONDITIONS

Integrated Science & Engineering, Inc. (ISE) shall perform the services outlined in this agreement for the stated fee arrangement.

Access to Site: Unless otherwise stated ISE will have reasonable access to the site for activities necessary for the performance of the services. If reasonable access is not provided and consequently ISE is denied or delayed in performing their services, the associated cost may be viewed as a reimbursable expense.

Billings/Payment: Invoices for ISE's services shall be submitted, at ISE's option, either upon completion of such services or on a monthly basis (unless noted otherwise) and are due when rendered. Invoices shall be considered "Past Due" if not paid within 30 days after the invoice date. If the invoice is not paid within 30 days, ISE may, without waiving any claim or right against the Company, and without liability whatsoever to the Company, terminate the performance of the service. Unpaid accounts shall be subject to a monthly service charge of 1.5% on the unpaid balance at the sole election of ISE.

Reimbursable Expenses: Any expenses that are required beyond those identified under professional services will be billed at a multiple of 1.15 times the cost incurred.

Additional Services: Additional services include increase or change in scope of project, major revisions when such revisions are inconsistent with written approvals or instructions previously given, services after award of contract in evaluation of substitutions proposed by the construction contractor, and other services that are not included under professional services; provided, however, that additional services shall not be classified as reimbursable expenses and will be billed at ISE's cost incurred or normal prevailing rate. ISE will only perform additional services when authorized in writing by the Company.

Indemnification: ISE shall indemnify and hold harmless Company and all of Company's personnel from and against any claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused by the negligent act, omission, and/or strict liability of ISE, anyone directly employed by ISE, or anyone for whose acts any of them may be liable.

Termination of Services: This agreement may be terminated by written notice by either the Company or ISE should the other fail to perform its obligations hereunder. In the event of termination, the Company shall pay ISE for all services rendered to the date of termination and all reimbursable expenses.

Ownership of Documents: All documents produced by ISE under this agreement shall remain the property of ISE and may not be used by the Company for any other endeavor without the written consent of ISE. Any unauthorized use or distribution shall be at Company's and Recipient's sole risk and without liability to ISE. Company further agrees that documents produced by ISE pursuant to this agreement will not be used at any location or for any project not expressly provided for in this agreement without ISE's written approval.

Discovery of Unanticipated Hazardous Materials: Hazardous materials may exist where there is no reason to believe they could or should be present. The Company acknowledges that ISE's scope of services for this project does not include any services related to hazardous wastes. ISE and the Company agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. ISE and the Company also agree that the discovery of unanticipated hazardous materials may make it necessary for ISE to take immediate measures to protect human health and safety, and/or the environment. ISE agrees to notify the Company as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. The Company encourages ISE to take any and all measures that in ISE professional opinion are justified to preserve and protect the health and safety of ISE personnel and the public, and/or the environment, and the Company agrees to compensate ISE for the additional cost of such work.

Site Operations: ISE field personnel will avoid hazards or utilities which are visible to them at the site. If ISE is advised or given data in writing that reveals the presence or potential presence of underground or overground obstructions, such as utilities, ISE will give special instructions to their field personnel. ISE will conduct the research that in its professional opinion is necessary to locate utility lines and other man-made objects that may exist beneath the site's surface. The Company recognizes that ISE's research may not identify all subsurface utility lines and man-made objects, and that the information upon which ISE relies may contain errors or may not be complete. ISE is not responsible for any damage or loss due to undisclosed or unknown surface or subsurface conditions, owned by Company or third parties. Evaluations of existing buildings require that certain assumptions be made regarding existing conditions, many of which are not able to be reviewed by reasonable visual observation. These assumptions cannot be verified without substantial cost of demolition. Where the detailed investigation of such a condition is not authorized, ISE shall not be responsible for the condition of the existing structure. The Company understands that actual field conditions may subsequently be found to vary from design assumptions which in turn may alter or increase the scope of the design and/or construction services. The Company is fully responsible for and assumes all risks associated with such conditions.

Construction Activities: Unless specifically stated otherwise, the Company and his contractor(s) are fully and solely liable for all means and methods of construction, temporary bracing and shoring, and construction site safety.

Integration: This agreement, the attached documents and those incorporated herein constitute the entire agreement between the parties and cannot be changed except by a written instrument signed by both parties.

Governing Law: Unless otherwise specified, this agreement shall be governed by the laws in the State of Georgia.

WORK AUTHORIZATION

UNIT RATES – 2023 BILLING RATES

Integrated Science & Engineering, Inc.

	Rate/Hour
Sr. Principal	\$ 230.00
Principal	\$ 210.00
Sr. Project Manager	\$ 185.00
Project Manager	\$ 170.00
Project Engineer III	\$ 165.00
Project Engineer II	\$ 150.00
Project Engineer I	\$ 135.00
Engineer II	\$ 125.00
Engineer I	\$ 110.00
Sr. Environmental Scientist	\$ 145.00
Environmental Scientist	\$ 115.00
Sr. Professional Land Surveyor	\$ 160.00
Survey Crew (1-person)	\$ 150.00
Survey Crew (2-person)	\$ 175.00
Planner	\$ 125.00
Technician III	\$ 125.00
Technician II	\$ 105.00
Technician I	\$ 85.00
Administrative	\$ 75.00
Subcontractor / Subconsultant	Cost + 15%
Reimbursables	Cost + 15%