

# Management Employee Handbook



**Effective Date: November 18, 2020**

## TABLE OF CONTENTS

| <b>NAME</b>  | <b>PAGE(S)</b> |
|--|----------------|
| Preface .....                                      | 3              |
| Group Retirement and Health Benefit Plans.....     | 3              |
| General Working Conditions .....                   | 4              |
| Hours of Work and Overtime.....                    | 4              |
| Wages and Job Classifications .....                | 4              |
| Compensation for Extra Duties .....                | 5              |
| Compensation for System Declared Emergencies ..... | 5              |
| Employee Performance Evaluations.....              | 5              |
| Grievance Procedure .....                          | 5 - 6          |
| Management Hiring Procedures.....                  | 6              |
| Probation .....                                    | 6 - 7          |
| Leave - Bereavement .....                          | 7              |
| Leave - Compensatory.....                          | 7              |
| Leave - Exempt.....                                | 8              |
| Leave - Military .....                             | 8              |
| Leave - Sick.....                                  | 8 - 10         |
| Leave - Vacation .....                             | 10 - 12        |
| Court Services and Jury Duty .....                 | 12             |
| Holidays.....                                      | 13             |
| Family Medical Leave Act.....                      | 13             |
| Safety and Health .....                            | 13 - 15        |
| Job Related Accident/Workers Compensation .....    | 15 - 16        |
| Non-Discrimination.....                            | 16             |
| Drug-Free Workplace Policy .....                   | 16             |
| Longevity Pay .....                                | 16             |

## PREFACE

This Management Employee Handbook includes a summary of benefits and policies that apply to management employees. Keys Energy Services ("KEYS" or "Employer") management employees are classified as follows:

- Non-exempt - confidential employees. These employees are hourly employees and are subject to the overtime provisions of the Fair Labor Standards Act ("FLSA").
- Exempt - executive, administrative, and professional employees. These employees are salaried employees and are exempt from the overtime provisions of the FLSA.

Collective bargaining unit employees should refer to the Union Contract for a summary of benefits and policies applicable to them.

All employees, bargaining unit and management, are also subject to the latest adopted KEYS Employee Rules and Regulations Handbook ("Rules & Regulations").

## GROUP RETIREMENT AND HEALTH BENEFIT PLANS

The non-contributory group retirement and group insurance plans covering management employees are subject to change by the Utility Board. Revisions to the retirement and insurance plans, or disputes related to the application and interpretation of the retirement and insurance plans, are not subject to the Rules & Regulations grievance provisions.

Please refer to the most recent version of KEYS' Employee Benefits Handbook for information related to KEYS' Group Health, Dental, Life, and Long Term Disability Insurance Plans.

Group Retirement Plan –

- **Employees hired on or before May 31, 2010** will be entered into a non-contributory defined benefit plan whereby the employee will receive, upon retirement, a guaranteed percentage of his/her covered salary. Retirement calculations for average final compensation, based on the members highest five (5) years compensation of the last ten (10) years of service, with a 2.4% annual accrual rate for each year of credited service up to a maximum of thirty (30) years. For more information, refer to the Retirement Plan Document for the Retirement System for the General Employees of the Utility Board of the City of Key West, Florida.
- **Employees hired on or after June 1, 2010** will be entered into a non-contributory defined benefit plan whereby the employee will receive, upon retirement, a guaranteed percentage of his/her covered salary. Retirement calculations for average final compensation will be based on a career average formula with a 2.0% annual accrual rate for each year of credited service up to a maximum of thirty (30) years. For more information, please refer to the Retirement Plan Document for the Retirement System for the General Employees of the Utility Board of the City of Key West, Florida.

## **GENERAL WORKING CONDITIONS**

As soon as practical after an employee knows that it will be necessary for him/her to be relieved from duty, he/she shall notify his/her Supervisor and Department Director. An employee unable to work shall notify his/her immediate Supervisor and/or Department Director as soon as possible, but in no event later than fifteen (15) minutes after the beginning of the scheduled workday. If the employee is on shift work, the Supervisor should be notified at least one (1) hour before the shift begins. The employee must actually speak to his/her Supervisor and/or Department Director. If unable to reach his/her Supervisor and/or Department Director, the employee must leave a detailed voice-mail message to both the Supervisor and Department Director with a telephone number to be reached. An employee's failure to notify his/her Supervisor and/or Department Director will result in disciplinary actions as well as being charged leave without pay for the absence. The employee shall further advise his/her Supervisor as to the probable duration of his/her absence and any changes of the duration. An employee shall notify his/her Supervisor when he/she is able to return to work.

## **HOURS OF WORK AND OVERTIME**

The work week shall be the seven (7) consecutive day period beginning at 12:01 a.m. Sunday, and ending 12:00 midnight the following Saturday.

The work day shall be the twenty-four (24) consecutive hour period beginning at 12:00 midnight of any calendar day and ending at 12:00 midnight the next following calendar day.

Each employee shall be entitled to take one (1) fifteen (15) minute work break during the first half of the work shift, and one (1) fifteen (15) minute work break during the second half of the work shift, provided that:

- No employee shall be absent from his/her workstation for more than fifteen (15) minutes during any single work break.
- Unused work breaks do not accumulate.

Management employees will normally work five (5) eight (8) hour days, Monday through Friday, between the hours of 7:00 a.m. and 7:00 p.m., plus time out for lunch. Exempt employees are normally expected to work eight (8) hours per day plus approximately two (2) hours extra on any day as needed. Exempt employees are expected to work as needed on Saturdays and Sundays.

## **WAGES AND JOB CLASSIFICATIONS**

The Management Compensation Plan sets forth wage ranges by department and job classification.

Wages shall be paid bi-weekly on Friday and shall include all monies owed for the period ending on the previous Saturday.

## **COMPENSATION FOR EXTRA DUTIES**

Under certain conditions an employee may receive extra compensation when he/she fills in for another management employee who is absent for vacation, sick, or other short-term leave.

All assignments of additional duties with payment of extra compensation must be documented in writing to the Human Resources Director or equivalent and approved by the General Manager & CEO before the additional duties are performed. At the conclusion of the assignment, pay shall revert to the employee's regular rate of pay. Any such temporary increase shall not affect the employee's eligibility for normal salary increases.

## **COMPENSATION FOR SYSTEM DECLARED EMERGENCIES**

Upon the declaration of a KEYS System State of Emergency, the General Manager & CEO may authorize special compensation for management employees who are authorized by their respective Supervisors to perform emergency work as a result of the emergency.

Such special compensation shall not apply to work which is the normal work for the employee and which is performed for the employee's convenience and not in response to the emergency or disaster.

Supervisors/Department Directors must provide written documentation listing the authorized workers to Human Resources and Finance prior to submission of payroll.

## **EMPLOYEE PERFORMANCE EVALUATIONS**

KEYS will conduct written performance appraisals in accordance with the current management pay plan.

Performance evaluations will be utilized by the Employer to verify an employee's continuing ability to perform his/her job duties, to help measure an employee's qualifications for filling job vacancies, and to determine an employee's merit increases.

## **GRIEVANCE PROCEDURE**

KEYS' goal is to ensure that regular employee complaints and grievances are quickly resolved to the mutual satisfaction of KEYS and the employee. Regular management and non-bargaining unit employees shall utilize the following procedure (probationary management and non-bargaining unit employees are not entitled to utilize the grievance process):

- Step 1: Any complaint, problem, or grievance should be raised in the first instance, within three (3) working days, of the occurrence of the event to be reviewed, with the Director of Human Resources or equivalent who will schedule a Step 1 meeting for the employee to meet with his/her immediate Supervisor, who will render a decision within five (5) working days following the Step 1 meeting.
- Step 2: If the employee does not consider the response to the Step 1 grievance to be acceptable, the employee may submit the grievance in writing to the Director of Human Resources or equivalent within five (5) working days of the receipt of the Step 1 decision. The Director of Human Resources or equivalent will schedule a Step 2 meeting with the

## **GRIEVANCE PROCEDURE (continued)**

Department Director who will investigate the grievance, meet with the employee, and render a decision within five (5) working days following the Step 2 meeting.

Step 3: If the employee does not consider the response to the Step 2 grievance to be acceptable, the employee may submit the grievance in writing to the Director of Human Resources or equivalent within five (5) working days of the employee's receipt of the Step 2 decision. The Director of Human Resources or equivalent will schedule a Step 3 meeting with the General Manager & CEO who will investigate the grievance, meet with the employee, and render a decision as soon as possible depending upon the circumstances involved, but in no case more than ten (10) working days following the Step 3 meeting. The General Manager & CEO's decision shall be final and binding.

Forms for management employees who wish to file a grievance can be obtained from Human Resources. Grievances must be filed with the Director of Human Resources or equivalent.

## **MANAGEMENT HIRING PROCEDURES**

The General Manager & CEO will decide if he/she will appoint or post a management position.

If a management position is posted, the General Manager & CEO will convene an interview team which will interview internal and/or external candidates for the management position. The interview team will provide observations and a recommendation to the General Manager & CEO who will then make a conditional offer of employment or decline to offer employment.

A final offer to an applicant cannot be made until the applicant's required pre-employment physical, driver license check, criminal history check, and drug test (if required for the position) have been reviewed and approved by the Human Resources Director or equivalent.

## **PROBATION**

The probationary period shall be regarded as an integral part of the employment process. It shall be utilized for closely observing the employee's work, for securing the most effective adjustment of the new employee to his/her position, and for separating employees whose performance does not meet required standards.

The standard probationary period for all new employees will be six (6) months of continuous employment. However, the Employer may, in its sole and exclusive discretion, extend an employee's probationary period for up to an additional six (6) months of continued employment. Upon the expiration of this time period, the Employer shall either: (1) recommend, in writing, retention of the employee, at which time the employee shall be granted regular status; (2) recommend, in writing, an extension of the probationary period for a specified time; or (3) recommend, in writing, separation, in which case the employee shall automatically be separated from employment, said separation being absolutely final, with no rights of appeal to any authority, including the grievance procedure contained herein and/or the Career Service Council.

During a new management employee's probationary period, he/she serves at the will and pleasure of the Employer. Accordingly, no probationary employee may grieve, or otherwise challenge, any

**PROBATION (continued)**

decisions involving discipline, layoff, or discharge (for whatever reason), including by petition to the Career Service Council.

**LEAVE - BEREAVEMENT**

Up to three (3) days off with pay will be allowed for a death in the management employee's immediate family. Up to two (2) days additional travel time will be granted if necessary for a death outside of Monroe County. Immediate family for this purpose shall consist of spouse/domestic partner, children, employee and spouse's brothers and sisters, employee and spouse's parents, grandparents and grandchildren. All designations include in-laws, adopted, half and/or step family members.

Bereavement leave must be taken immediately following the family member's death unless otherwise approved by the General Manager & CEO or his/her designee.

Up to two (2) hours time off with pay will be granted to employees for the purpose of attending funerals of persons other than immediate family.

**LEAVE - COMPENSATORY**

Compensatory leave pay will be granted under the following conditions:

- Mandatory extended hours due to a disaster that impacts Exempt Management Employees. A disaster includes, but is not limited to, fire, hurricane, and major planned or unplanned outages of the system or major system equipment as determined by the General Manager & CEO.
- Extended hours for travel on weekends and holidays.
- Hours to be considered for compensatory leave include hours in excess of ten (10) hours during a regular weekday and in excess of two (2) hours during weekends and holidays. If an emergency exceeds a 24-hour period, an employee will receive compensatory leave for hours worked in excess of eight (8) hours of each work day during the regular work week, and all time worked on weekends. This is not intended to compensate exempt management employees for extended hours spent for scheduled or unscheduled meetings, catching up on work, scheduled assignment deadlines, etc.
- Employees may accumulate up to eighty (80) hours of compensatory leave, hour for hour, based on the aforementioned guidelines, upon approval of submitted documentation to the Human Resources Director or equivalent. The Human Resources Director or equivalent's decision is final. Employees may elect to be paid hour for hour at their employee regular hourly rate or carry compensatory leave earned, in accordance with established guidelines. Any request for payment must be made at the time compensatory leave is earned, otherwise the time will be banked.
- All compensatory leave must be taken within 12 months or it will be lost.

**LEAVE - EXEMPT**

Executive, administrative, and professional employees are salaried employees and are exempt from the overtime provisions of the FLSA. It is the general policy of the Utility Board that employees classified as exempt from the FLSA will not receive overtime. It is expected that assigned duties and responsibilities may make it necessary to work more than forty (40) hours per week. This is taken into consideration when a salary for a position is established. Exempt employees are granted forty (40) hours additional exempt personal leave per calendar year to compensate for this extra time.

Exempt Personal Leave will be granted under the following conditions:

- Exempt personal leave must be approved in advance by the employee's immediate Supervisor and/or Director.
- Exempt personal leave must be taken within the calendar year or it will be lost.

**LEAVE - MILITARY**

Military leave shall be provided as required by and consistent with applicable state and federal laws.

**LEAVE - SICK**

All full-time management employees shall be eligible for sick leave accrual upon employment.

**ACCRUAL AMOUNTS AND LIMITS:** Employees who work less than a full calendar month shall earn sick leave for that calendar month according to the following schedule:

| <b>Hours of Service during the Month</b> | <b>Hours of Sick Leave Credit</b> |
|--|-----------------------------------|
| 0-59                                     | 0 hours                           |
| 60-119                                   | 4 hours                           |
| 120 or more                              | 8 hours                           |

Employees hired on or before September 30, 2003, shall accrue sick leave each month with no limitation on the accrual balance amounts.

Employees hired on or after October 1, 2003 are limited to a 1,040-hour accrual balance. All additional hours will be lost immediately upon accrual.

Sick leave may be used for the following:

|  |
|--|
| Personal illness   |
| Exposure or a reasonable likelihood of exposure of the employee to a contagious disease when his/her continued presence on the job would endanger other employees  |
| Appointments for preventative medical or psychiatric treatment by a physician, dentist, psychiatrist, or psychologist (scheduled so as not to create a hardship on the department, unless in the case of an emergency) |
| Mental health treatment or counseling for the prevention of alcohol or drug abuse by a physician or approved employee assistance counselor   |
| Family illness – refer to section on family illness below  |

## **LEAVE – SICK (continued)**

Sick leave shall stop accruing when an employee has missed ten (10) consecutive work days from work due to leave without pay or unpaid leave of absence.

Employees using earned sick leave shall be considered working for purposes of accruing sick leave.

In the event that a Supervisor and/or Department Director is concerned that the employee is abusing his/her leave privilege, the Supervisor and/or Department Director shall confer with the Human Resources Director or equivalent to determine if a doctor's certificate will be required. The decision of the Human Resources Director or equivalent is final. Sick leave is a privilege; abuse of this privilege shall be grounds for disciplinary action up to and including termination.

\*In order to comply with Health Insurance Portability and Accountability Act ("HIPAA") requirements, Doctors' certificates, indicating the duration of the absence, must be provided to the Human Resources Director or equivalent. These certificates will be kept in the employee's confidential medical file.

In no case will an employee be advanced sick leave.

Leave shall be used in fifteen (15) minute increments.

### **BIRTH OF A CHILD**

Up to four hundred eighty (480) hours of accrued sick leave will be granted for an employee giving birth to a child provided that a doctor's certificate is provided. In no case will sick leave exceeding four hundred eighty (480) hours be granted.

Family and Medical Leave Act ("FMLA") requirements apply to this leave. In order to comply with HIPAA requirements Doctors' certificates, indicating the duration of the absence, must be provided to the Human Resources Director or equivalent. These certificates will be kept in the employee's confidential medical file.

### **PATERNITY LEAVE**

Management employees will be allowed to use up to eighty (80) hours of accrued sick leave following the birth of their child. This leave will be designated as Family and Medical Leave and will be counted in the four hundred eighty (480) hours limit specified under the Act. Note – In accordance with KEYS' FMLA policy, if the husband and wife or domestic partner (per KEYS' resolution) both work for KEYS, KEYS will limit the aggregate leave taken by both employees to a total of four hundred eighty (480) hours.

### **FAMILY ILLNESS**

Employees may use existing sick leave to care for ill immediate family members. Immediate family members for the purpose of this policy, shall consist of: spouse/domestic partner, children, parents, brothers, sisters, grandparents, and grandchildren. All designations include in-law, adopted, half and/or step family members.

### **SEPARATION**

An employee hired on or before September 30, 2003, upon retiring with twenty (20) or more years of service, will be paid at his/her rate of pay at the time of retirement for his/her unused sick leave up to a maximum of 130 days (1040 hours). An employee hired on or after October 1, 2003, upon

**LEAVE – SICK (continued)**

retiring with twenty (20) or more years of service, will be paid at his/her rate of pay at the time of retirement for his/her unused sick leave up to a maximum of 65 days (520 hours).

Unused sick leave is forfeited upon resignation or termination from KEYS service for any reason other than retirement as specified above.

Upon the death of an active employee, unused sick leave balances will be paid to the beneficiary (as stated on the KEYS' Employee Statistical Data Sheet) not to exceed 130 days (1040 hours), or 65 days (520) hours for employees hired on or after October 1, 2003.

**EMPLOYEE SICK LEAVE BANK**

KEYS has established a Sick Leave Bank. The Utility Board will not grant or decline requests from the Sick Leave Bank and employees will not donate sick leave to fellow employees. The Sick Leave Bank will be fully administered by a committee comprised of three (3) management employees designated by the General Manager & CEO and three (3) union members designated by the Union president. All members of the committee must be members of the Sick Leave Bank. The committee will have full authority to establish, amend or revise the by-laws or procedures of the Sick Leave Bank. The committee members will vote on all actions coming before said committee. In the event of a tie vote, the General Manager & CEO will cast the deciding vote, which action will be final.

**LEAVE - VACATION**

All full-time management employees shall accrue vacation leave with pay according to the following schedule:

| <b>YEARS OF SERVICE</b>    | <b>EARNED TIME</b> |
|----------------------------|--------------------|
| 1 month through <5 Years   | 8 hours per month  |
| 5 Years through <10 Years  | 10 hours per month |
| 10 Years through <15 Years | 12 hours per month |
| 15 Years through <20 Years | 14 hours per month |
| 20 Years and over          | 16 hours per month |

Vacation leave will accrue monthly to the credit of the employee at the rate stated above.

Vacation leave may be taken at any time requested by the employee with the Department Director's consent. The Department Director or his/her designee shall approve or deny the request with a copy to the employee, within five (5) working days. These notice times may be waived in an emergency.

Any portion of vacation leave which has accrued to the credit of the employee may be taken. In scheduling vacation, total seniority (by department) shall be given first preference. All vacation schedules for each department shall be established not later than January 31<sup>st</sup> of each calendar year. Employees who have not indicated their desired vacation period(s) by that date shall be given preference only for later periods as they are available on a first come basis. Vacation periods may be changed by mutual consent between the employee and the Department Director.

Employees are encouraged to take their vacation on a yearly basis. In the event that this does not occur, the following rules apply:

**LEAVE – VACATION (continued)**

- If an employee is not allowed to take his/her requested vacation leave during any year, he/she will be paid for such unused vacation leave on the next applicable pay period.
- At no time will an employee have more than two (2) times their annual leave accrual limits on the books. For an example, an employee who earns 8 hours per month, which equals 96 hours per year of leave, cannot have more than 192 hours of leave on the books at any time.
- All days in excess of the maximum allowed will be lost, unless annual leave has been requested by the employee and denied by the Department Director. In this case, the employee will be paid for the denied time.

Employees who work less than a full calendar month shall earn vacation leave for that month according to the following schedule:

| <b>Hours of Service during the Month</b> | <b>Up to 5 years</b> | <b>5 - &lt;10 years</b> | <b>10 - &lt;15 years</b> | <b>15 - &lt;20 years</b> | <b>Hours of Vacation Leave Credit</b> |
|--|----------------------|-------------------------|--------------------------|--------------------------|---------------------------------------|
|  |                      |                         |                          |                          | <b>20 years or more</b>               |
| 0 through 59                             | 0                    | 0                       | 0                        | 0                        | 0                                     |
| 60 through 119                           | 4                    | 5                       | 6                        | 7                        | 8                                     |
| 120 or more                              | 8                    | 10                      | 12                       | 14                       | 16                                    |

An employee shall continue to earn vacation leave credits during all time off and authorized leaves of absence with pay.

Absence on account of sickness, injury, or disability in excess of that authorized for such purposes may be charged against vacation leave allowance, at the employee’s option. This must be identified on vacation leave slip under remarks.

Should an observed holiday fall within a vacation period, the employee will not be charged vacation leave for the holiday.

An employee will not be subject to being called in for service on off-days immediately preceding or following scheduled vacation leave. An employee's vacation leave is considered to commence immediately following his/her last workday prior to the scheduled vacation leave and terminate at the beginning of the first work day following the scheduled vacation leave period. Nothing contained in this section shall prevent an employee from being called out in an emergency situation.

If an employee is recalled for emergency duty while on vacation, the Employer agrees to defray any reasonable expenses incurred as a result of such recall, due to cancellation of guaranteed reservations or forfeiture of deposit, provided that all such expenses are properly substantiated in writing and supported by invoices, bills or other written documentation charging same to said employee.

Employees may donate portions of accrued vacation leave to another employee who has exhausted all of his/her vacation, sick, and/or administrative leave, for illness of the employee or his/her immediate family as described under the Family Illness section under Leave – Sick of this Handbook. Donated time will be in increments of no less than four (4) hours per donor and must be submitted

## **LEAVE – VACATION (continued)**

to the Human Resources Director or equivalent for processing and approval prior to the donee's use of the time.

A regular KEYS employee who has completed 12 months of employment may cash out one time each calendar year, up to forty (40) hours of paid vacation leave as long as the "cash out" does not cause the employee's vacation leave balance to fall below (80) hours.

Upon separation of an active full-time employee, unused vacation leave balances will be paid to the employee.

EEach management employee will be credited eight (8) hours of Personal Leave time on May 1 of each year.

- a) Employees must use the Personal Leave before April 30 of the year following the year it accrues, or the time will be lost.
- b) The Personal Leave cannot be carried forward and cannot be cashed out or paid out.
- c) Use of Personal Leave is subject to the rules applicable to the use of vacation leave, with the exception of pay out availability.
- d) For non-exempt management employees, Personal Leave used will be counted as hours worked for purposes of overtime.
- e) Newly hired probationary employees in management positions who are employed on May 1 of each year shall be eligible for this Personal Leave during that year but shall only be eligible to use that time after the employee completes his/her probationary period.

## **COURT SERVICES AND JURY DUTY**

Any management employee subpoenaed for court services, other than in connection with a case in which he/she or an entity in which he/she has an interest is a party, will be paid for each scheduled work day lost, and will not be required to forfeit any compensation received for jury service to KEYS. Any management employee charged with jury duty must report to work during regular scheduled "day shift" hours prior to serving jury duty. Employees released by the court shall report back to work, unless they are relieved within one (1) hour of the end of his/her scheduled work day, and shall furnish required evidence of time of release to the Human Resources Director or equivalent upon request.

## HOLIDAYS

Each management employee shall be entitled to twelve and one-half (12-1/2) holidays with pay each year as follows:

|                                  |   |
|----------------------------------|---|
| New Year's Day                   | January 1 <sup>st</sup>                         |
| Martin Luther King, Jr. Birthday | January, 3 <sup>rd</sup> Monday                 |
| President's Day                  | February, 3 <sup>rd</sup> Monday                |
| Memorial Day                     | May, Last Monday                                |
| Independence Day                 | July 4 <sup>th</sup>                            |
| Labor Day                        | September, 1 <sup>st</sup> Monday of the month  |
| Columbus Day                     | October, 2 <sup>nd</sup> Monday of the month    |
| Veteran's Day                    | November 11 <sup>th</sup>                       |
| Thanksgiving Day                 | November, 4 <sup>th</sup> Thursday of the month |
| Day After Thanksgiving           | November  |
| Christmas Eve                    | December 24 <sup>th</sup>                       |
| Christmas Day                    | December 25 <sup>th</sup>                       |
| New Year's Eve Day               | December 31 <sup>st</sup> , half-day            |

Additional days may be designated as holidays by action of the Utility Board.

When a holiday falls on a Sunday, the Monday following shall be considered the holiday. When a holiday falls on a Saturday, the Friday prior shall be considered the holiday. When adjacent holidays (i.e. Christmas Eve & Christmas Day and New Year's Eve Day & New Year's Day) fall on a Friday/Saturday or Sunday/Monday, KEYS will announce on the preceding January 2<sup>nd</sup> when the holiday that falls on the weekend day will be observed by KEYS.

Any management employee required to work during a period of time-off granted generally to KEYS' other employees shall be entitled to replacement leave time, hour for hour. Such replacement leave time must be used within two (2) months from the date the hours were worked, on a date mutually agreed to by the employee and his/her Supervisor, or it will be lost.

## FAMILY AND MEDICAL LEAVE ACT

KEYS complies with the Family and Medical Leave Act. See Rules and Regulations for further FMLA information.

## SAFETY AND HEALTH

KEYS recognizes the importance of maintaining safe and healthful working conditions and the necessity for all work to be performed in accordance with established safety rules and regulations. The safety of the employees is a matter of paramount importance and shall receive first consideration, and no employee shall take any undue risk in the performance of his/her duties which he/she or his/her foreman or his/her Supervisor considers unsafe to himself/herself or to his/her fellow workers. An employee's failure to follow a Supervisor's instructions, after the situation has been found safe by a third party, will amount to insubordination.

### Power Plant Exposure

KEYS agrees to provide to any requesting employee who regularly works in or around generation facilities a chest x-ray and skin test, at KEYS' expense.

## **SAFETY AND HEALTH (continued)**

### Mandatory Physicals

KEYS may require an employee who regularly works in or around generation facilities to undergo a physical and additional tests for asbestos, mercury, and other hazardous substances.

### Employment Physicals including Fitness for Duty and Reasonable Suspicion

If a Supervisor and/or Department Director has reasonable suspicion that an employee is under the influence of, or using alcoholic or illegal substances, that Supervisor may require that said employee be examined by a KEYS designated physician, which may include blood and/or urine testing.

The Department Director may require that an employee submit to a physical and/or psychiatric examination by a KEYS designated physician to determine fitness for duty. KEYS will pay for Fitness for Duty physicals. An employee's refusal to submit to a drug and/or alcohol test in accordance with this section will result in disciplinary action taken against the employee up to and including dismissal.

Should examination result in disclosure of inability to meet the required minimum standards of the specific position, the results of the examination shall be reviewed by the Human Resources Director or equivalent, employee's Supervisor and Department Director. Findings and recommendations shall be forwarded to the General Manager & CEO for final disposition. Payment of any expense incurred by the employee other than the initial examination required by KEYS will be the responsibility of the employee.

An employee determined to be physically or mentally unfit with or without reasonable accommodation to continue working in his/her present classification may be reclassified to any available position for which the employee is determined to be physically or mentally fit with or without reasonable accommodation provided such a position is available, or he/she may be terminated.

An employee's refusal to submit to a drug and/or alcohol test in accordance with this section will result in disciplinary action taken against the employee up to and including dismissal.

KEYS will pay for an employee's safety glasses when the employee's position requires the use of them. In the case that the employee requires prescription glasses, KEYS will pay for the glasses, including the lenses and frames, but KEYS will not pay for the prescription or eye exam. The lenses and frames must be approved by the employees Department Director.

The Employer agrees to replace or pay the cost of repairing an employee's prescription eye glasses, excluding contact lenses, that become broken or damaged during the performance of his/her assigned duties, provided that such breakage or damage did not result from normal wear and tear, negligence or misuse on the part of the employee, or his/her failure to use proper eye protective equipment where provided by the Employer. The decision of the Department Director will be final in any dispute arising over replacement of prescription eyeglasses.

Personal protective equipment and clothing will be furnished to employees required to work on oil spill or hazardous/toxic material clean up. The employee is required to use this equipment. However, in the event an employee's personal clothing is damaged in the cleanup, the company will replace it.

## **SAFETY AND HEALTH (continued)**

All employees are expected to follow KEYS safety rules and regulations. If they do not understand the rules and regulations, they should consult their supervisor and/or Department Director. In all job functions within KEYS, job safety comes before any other consideration.

## **JOB-RELATED ACCIDENT/WORKERS COMPENSATION**

In the event that a management employee is determined by the Employer to have sustained an on-the-job injury (i.e. an injury which was incurred while acting in the line of duty), the employee's compensation shall be as follows:

- (a) KEYS will pay said employee his/her regular rate of pay (i.e. salary without offset by leave) for up to seven (7) days or as required by Florida Statutes as amended from time to time, whichever is greater. After such period has expired,, the employee will receive payment directly from the Workers Compensation carrier for 66 2/3 percent of their wages and KEYS will make up the difference to bring the employee's earnings to 100% for an additional five (5) work days. After the initial period of lost time set forth above, the employee will receive payment directly from the Workers Compensation carrier for 66 2/3 percent of their wages and will be allowed to use his/her accrued leave to make up the difference and bring their earnings to 100%. This compensation arrangement applies on a per incident basis.

No employee seeking benefits under this provision shall ever receive more than one hundred percent (100%) of his/her regular rate of pay.

- (b) Leave from the Sick Leave Bank cannot be used for Workers Compensation injuries.

In the event an employee is determined to be permanently disabled and unable to return to his former position, the Employer will attempt to place the employee into a vacant position which he/she is qualified to perform (if available) at the applicable rate of pay for the vacant position. However, if an injured employee is absent from work for more than six (6) months, the Employer may terminate the employee.

When directed by the Employer, any employee on disability leave is required to present himself/herself for a medical examination. The Employer will bear the full expense of said examination. The failure of an employee to present himself/herself for an examination as directed will operate to automatically terminate his/her disability leave. An employee is required to report back to work immediately after completing each medical appointment if the appointment occurs during the employee's normal working hours, unless: (1) the appointment is scheduled one hour or less before the

end of the work shift; (2) the return to work requirement is waived by the employee's Supervisor and/or Director prior to the appointment; or (3) the employee provides a doctor's certificate releasing the employee from work for that period. In any event, the employee is required to report the outcome of the appointment to his/her immediate Supervisor and Human Resources department within one hour of appointment completion.

If an employee on disability leave is physically able to perform useful light duty work for the Employer, he/she may be required to do so as a condition to receiving the benefits specified above.

**JOB-RELATED ACCIDENT/WORKERS COMPENSATION (continued)**

Any employee found by Worker's Compensation to have contributed to the injury accident by violating safety rules or by failing to use proper safety equipment or follow proper procedures will only be paid up to seven (7) days, or such other period as specified by Florida Statutes from time to time, at 100% of his/her regular salary. After this period, the employee will only receive payment from Worker's Compensation.

**NON-DISCRIMINATION**

It is mutually agreed that no person or employee will be discriminated against by the Employer with respect to hire, tenure of employment, opportunity for advancement, wages, hours of work, or other terms or conditions of employment because of race, color, creed, national origin, sex, age, religion or political preference or affiliation. See Rules and Regulations for more information on non-discrimination policies.

**DRUG-FREE WORKPLACE POLICY**

KEYS is a Drug-Free Workplace. Its policy is set up pursuant to the Drug-Free Workplace Program under Florida's Workers Compensation Law. See Rules and Regulations for more information on the drug-free workplace policy.

**LONGEVITY PAY**

Each management employee shall be entitled to a longevity payment annually in accordance to the following schedule.

| <b>YEARS OF REGULAR, FULL-TIME EMPLOYMENT</b> | <b>LONGEVITY PAYMENT</b>                      |
|---|---|
| 1 Year of Service, but less than 5            | \$1,300                                       |
| 5 Years of Service, but less than 10          | \$1,900 + 0.25% of current base annual salary |
| 10 Years of Service, but less than 15         | \$2,140 + 0.5% of current base annual salary  |
| 15 Years of Service, but less than 20         | \$2,380 + 0.5% of current base annual salary  |
| 20 Years of Service, but less than 25         | \$2,620 + 0.75% of current base annual salary |
| 25 Years of Service, but less than 30         | \$2,860 + 0.75% of current base annual salary |
| 30+ Years of Service                          | \$3,100 + 0.75% of current base annual salary |

The longevity payment will be distributed on December 1<sup>st</sup> of each year to those employees meeting the criteria during the specific calendar year. The salary used in the calculation will be the salary in effect (including any step increases) as of December 31<sup>st</sup> of the Fiscal Year in which the longevity payment will be calculated. Any employee receiving a longevity payment (those employees with a December anniversary date) who subsequently separates from employment for any reason other than retirement will be required to reimburse KEYS (withheld from final paycheck) a prorated amount of the payment. Any employee retiring from KEYS will receive a pro-rated share of their longevity payment if the retirement date differs from the anniversary date. In addition, if an employee deceases and would have been eligible for longevity payment, the beneficiary will receive a prorated share of the longevity payment.