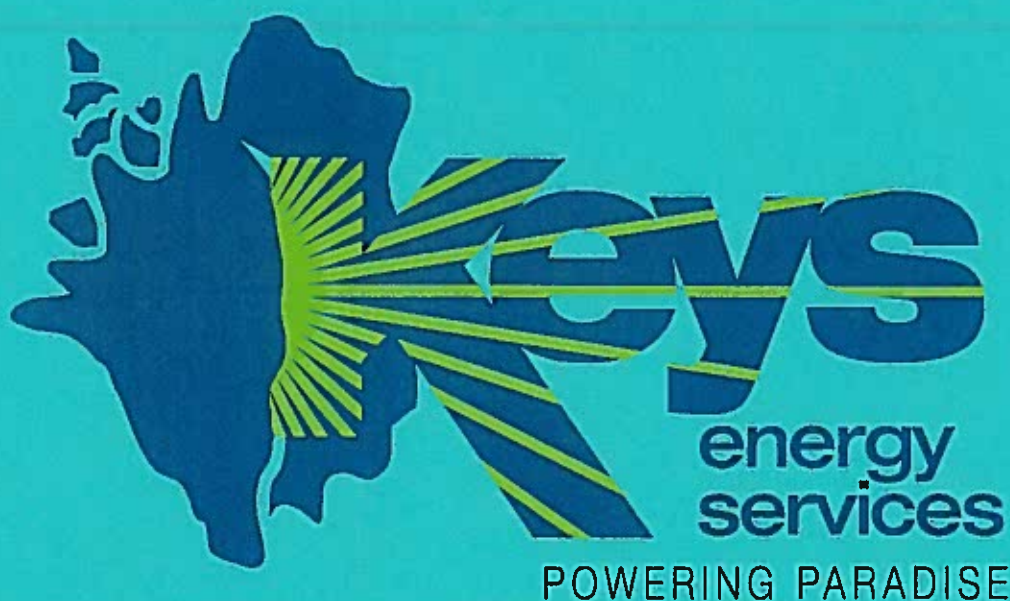


# Management Employee Handbook



**Utility Board of the City of Key West,  
Florida  
"Keys Energy Services"**

**Effective Date: May 1, 2015**

## PREFACE

This Management Handbook includes a summary of benefits and policies that apply to management employees. KEYS management employees are classified as the following:

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

While collective bargaining unit employees refer to the Union Contract for a summary of benefits and policies applicable to them, management employees should refer to the Management Handbook.

All employees, bargaining unit and management, are also subject to the KEYS Employee Rules and Regulations Handbook that was implemented on April 15, 1992, and as amended, still remains in effect.

## 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, and it is agreed and understood that no change to and/or disputes over the application of said plan(s) is subject to the grievance provisions of KEYS Rules & Regulations.

Group Health, Dental, Life, Long Term Disability Insurance Plans – Refer to the Employee Benefits Handbook for current benefits and rates.

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/or Department Director. An employee unable to work shall notify his/her immediate Supervisor and/or Department Director as soon as possible, not 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. Failure to notify your 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. Also, employees shall notify their Supervisors when they are 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.

All employees shall have one (1) fifteen (15) minute work break during the first half of their work shift and one (1) fifteen (15) minute work break during the second half of their work shift, provided that:

- No single work break shall exceed fifteen (15) minutes absence from the employee's workstation.
- An employee may not accumulate unused work breaks.

All 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 particular day. Additionally, on the weekend an exempt employee would be expected to work a couple of hours each day.

## **WAGES AND JOB CLASSIFICATIONS**

Wage ranges by department and job classification shall be those set forth in the Management Compensation Plan.

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

## **COMPENSATION FOR EXTRA DUTIES**

Under certain conditions an employee may receive extra compensation when they fill in for other management employees when they are absent for vacation, sick leave, or other short-term leaves as part of their regular job duties.

All assignments of additional duties with payment of extra compensation must be documented in writing to the Management Services Director 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 granted shall not affect the employee's eligibility for normal salary increases.

## **COMPENSATION FOR EMERGENCY CLOSINGS or SYSTEM DECLARED EMERGENCIES**

Upon the General Manager & CEO (or his/her designee) declaring the closing of Keys Energy Services for normal business due to an emergency condition or disaster, all exempt employees who have been authorized by their supervisor to perform emergency work during the time the utility is closed will receive either:

- the employee's regular salary in addition to straight time, hour for hour, for all hours actually worked; or
- the employee's regular salary in addition to compensatory leave, hour for hour, for all hours actually worked.

This pay 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/directors must provide written documentation listing the authorized workers to Management Services and Finance prior to submission of payroll.

## **EMPLOYEE PERFORMANCE EVALUATIONS**

Keys Energy Services 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.

## **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 create an Interview Team who will interview internal and external candidates for the management position. The Interview Team will report their observations and a recommendation to the General Manager and CEO who will then select the candidate to fill the position.

## **MANAGEMENT HIRING PROCEDURES (continued)**

A final offer to an applicant cannot be made until the applicant's pre-employment physical, drug test, driver license check, and criminal history check have been reviewed and approved by the Director of Management Services.

### **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, or 2) in the event the Employer shall fail to make a positive recommendation, the employee shall automatically be separated from employment with the Employer, said separation being absolutely final, with no rights of appeal to any authority, including the grievance/arbitration procedure contained herein.

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 decisions involving discipline, layoff, or discharge (for whatever reason), including 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 include in-laws, adopted, half and/or step.)

Bereavement leave must be taken immediately following the family member's death unless otherwise approved by the General Manager and 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 is, but 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. In addition, extended hours for travel on the weekends and holidays.

## **LEAVE – COMPENSATORY (continued)**

- 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, then employees will receive compensatory leave for hours worked in excess of 8 hours 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 80 hours of compensatory leave, hour for hour, based on the aforementioned guidelines, upon approval of submitted documentation to the Director of Management Services. The Director of Management Services' 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.
- 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 Fair Labor Standards Act. It is the general policy of the Utility Board not to compensate for overtime, those employees classified as "exempt" from the Fair Labor Standards Act. It is expected that assigned duties and responsibilities may make it necessary to work over forty (40) hours per week. This is taken into consideration when a salary for a position is established. However, employees considered exempt under the Fair Labor Standards Act will be granted five (5) days per year exempt personal leave to compensate for this extra time.

Exempt Personal Leave will be granted under the following conditions:

- As with any other leave, it must be approved in advance by the employee's immediate Supervisor and/or Director.
- Exempt personal leave does not accrue each year. It must be taken within the calendar year or it will be lost.

## **LEAVE - MILITARY**

The Employer agrees to comply with all applicable state and federal laws pertaining to military leave. Those laws are not, however, incorporated into or made a part of this Agreement.

Employees in the Armed Forces Reserves or the National Guard who are ordered to serve thirty (30) calendar days training during the year shall receive pay from KEYS in the amount to make up the difference between the regular straight-time hourly rate of pay and service pay earned during that period.

Any employee who is required to be off for a physical examination for possible induction into military service shall be granted leave with pay for this purpose.

**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>Calendar Days of Service during the Month</b>	<b>Hours of Sick Leave Credit</b>
1 to 10	0 hours
11 to 20	4 hours
21 or more	8 hours

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

Employees hired as of October 1, 2003, will be limited, not to exceed, a 1,040-hour accrual balance amount.

Sick leave may be used for the following:

Personal illness
Exposure of the employee to a contagious disease when his continued presence on the job would endanger his fellow employees
Appointments for preventative medical or psychiatric treatment by a physician, dentist, psychiatrist, or psychologist should be 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 city approved employee assistance counselor
Family illness – refer to section on family illness below

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.

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 Director of Management Services to determine if a doctor's certificate must be provided. The decision of the Director of Management Services is final. Sick leave is a privilege, which is extended to employees of the employer; abuse of this privilege shall be grounds for disciplinary action up to and including dismissal. \*In order to comply with HIPAA Privacy Requirement: All doctors' certificates must be faxed or hand delivered to the Management Services Director and the doctor's certificate must indicate the duration of the absence. 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 15-minute increments.

**BIRTH OF A CHILD**

Up to 12 weeks of existing sick leave will be granted for an employee giving birth to a child provided that a doctor's certificate is received; however, in no case will this exceed 12 weeks

## **LEAVE – SICK (continued)**

(Rules for FMLA will apply.). \*In order to comply with HIPAA Privacy Requirement: All doctors' certificates must be faxed or hand delivered to the Management Services Director and the doctor's certificate must indicate the duration of the absence. These certificates will be kept in the employee's confidential medical file.

### **PATERNITY LEAVE**

Management employees will be allowed to use up to two weeks (80 hours) of their 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 12-week 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 12 weeks.

### **FAMILY ILLNESS**

- a) 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 (includes, in-law, adopted, half and/or step).

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 Management Services Director to determine if a doctor's certificate must be provided. The decision of the Management Services Director is final. Sick leave is a privilege extended to employees of the employer; abuse of this privilege shall be grounds for disciplinary action, up to and including dismissal. \*In order to comply with HIPAA requirements, all doctor's certificates must be faxed or hand-delivered to the Management Services Director and the doctor's certificate must indicate the necessary duration of the absence. Doctor's certificates will be maintained in the employee's confidential medical file.

Employees using earned sick leave shall be considered working for the purpose of accumulating sick leave.

An employee, 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). Employees hired after October 1, 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 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 1040 hours or 520 hours for employees hired after October 1, 2003.

### **EMPLOYEE SICK LEAVE BANK**

Keys Energy Services has established a Sick Leave Bank. With creation of the Sick Leave Bank, the Utility Board will no longer grant or decline requests from the Sick Leave Bank and employees will not donate sick leave to fellow employees. This Sick Leave Bank will be fully administered by a



**LEAVE – SICK (continued)**

committee comprised of 3 management employees designated by the general manager and 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 make a decision regarding approval or denial of a sick leave bank request, which 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 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 any time where feasible.

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

- If any 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 limits on the books. For an example, a person who gets 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.

**LEAVE – VACATION (Continued)**

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

<b>Calendar Days of Service during the Month</b>				<b>Hours of Vacation Leave Credit</b>
	<b>1 month to &lt;5 years</b>	<b>5 to &lt;10 years</b>	<b>10 to &lt;20 years</b>	<b>20 years and over</b>
1 through 10	0	0	0	0
11 through 20	4	5	7	14
21 or more	8	10	12	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 at the request of the employee, be charged against vacation leave allowance. This must be identified on vacation leave slip under remarks.

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

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

If an employee is recalled for emergency duty while on vacation, the employer agrees to defray any reasonable expenses which he/she may incur 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 and other documentation in writing from the third party charging same to said employee.

Employees will be allowed to donate portions of their 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 Article 9.9. Donated time will be in increments of no less than four (4) hours per donor and must be submitted to the Director of Management Services for processing and approval.

Within each calendar year, 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 in excess of eighty (80) hours in the employee's vacation leave balance.

Upon separation of an active full-time employee, unused vacation leave balances will be forwarded to payroll and added to the final paycheck.

## JURY DUTY

Any management employee subpoenaed for court services, other than on a case in his/her own behalf, will be paid for each scheduled work day lost, and will not be required to forfeit any compensation received for jury service to KEYS. All management employees must report to work before serving Jury Duty during regular scheduled "day shift" hours. However, employees released by the court shall report back to work, unless they are relieved within one (1) hour of normal quitting time and shall furnish required evidence of time of release to the department.

## 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	December 25 <sup>th</sup>
New Year's Eve Day	December 31 <sup>st</sup> , half-day

Additional days may be designated as holidays at the decision 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 thereto shall be considered the holiday.

## FAMILY AND MEDICAL LEAVE ACT

KEYS complies with the Family and Medical Leave Act. The policy became effective on August 5, 1993, for management employees. See Employee Rules and Regulations Handbook for the complete policy.

## 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

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

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 employee, concerned about his/her health, due to working in the gaseous surroundings of the Power Plant, a chest X-ray and skin test. The requesting and taking of the X-ray and skin test under the conditions of this paragraph will strictly be a voluntary function on the part of the employee.

### Mandatory Physicals

The voluntary physicals are separate from mandatory physicals for employees who have been exposed to certain chemicals at the power plant and must be tested for asbestos and mercury as required by OSHA.

### 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 Director of Management Services, 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 Energy Services 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

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

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.

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 Employer agrees to do the following:

- (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 in accordance with current Florida Statutes). After seven (7) days, 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 5 work days. After the initial 12 days of lost time, 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%. Such payment will be made to the employee by the employer. Provisions outlined in 13.1(a) shall be per injury and need not be consecutive.

It is intended by the parties that no employee seeking benefits under this Article shall ever receive more than one hundred percent (100%) of his/her regular rate of pay.

- (b) 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 for which he/she is qualified to perform 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 so directed by the Employer, any employee on disability leave shall present himself/herself for a medical examination. The Employer will bear the full expense of said examination. The failure of such employee to present himself/herself for an examination as directed will operate to automatically terminate his/her disability leave. Employees are required to report back to the work place immediately after completing medical appointments if they are scheduled during the employee's normal working hours, unless: (1) the appointment is scheduled one hour before the

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

end of the work shift, or (2) the Supervisor waives it, or (3) the employee is released from work in writing by his/her doctor. In any event, employees are required to report the out-come of the appointment to their immediate Supervisor and Management Services Office within one hour of completing the appointment.

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

Any employee found, by Worker's Compensation, to have contributed to his/her accident by violating safety rules or by failing to use proper safety equipment or procedures will only be paid up to seven (7) days at 100% of his/her regular salary. After the seven (7) days, 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.

**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 Employee Rules and Regulations Handbook for the full policy.

**LONGEVITY PAY**

Effective October 1, 2006, 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. Any employee receiving a longevity payment (those employees with a December anniversary date) and leaves KEYS for any reason other than retirement will be required to reimburse KEYS (withheld from final paycheck) a prorated amount of

## **LONGEVITY PAY (continued)**

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 pro-rated share of the longevity payment.

### **GLOSSARY of TERMS**

FLSA: Fair Labor Standards Act

HIPPA: Health Information Privacy Portability Act

FMLA: Family Medical Leave Act

OSHA: Occupational Safety and Health Act