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August 3, 2026

Office of Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850
Email: discovery-gcl@psc.state.fl.us

**RE: DOCKET NO. 20260071-SU – APPLICATION FOR LIMITED PROCEEDING
RATE INCREASE IN MONROE COUNTY, BY K W RESORT UTILITIES CORP.
– RESPONSE TO STAFF’S FIRST DATA REQUEST**

To Whom It May Concern:

Please allow this letter and supporting documentation to be K W Resort Utilities Corp.’s (“KWRU”) response to the Florida Public Service Commission Staff’s First Data Request dated July 20, 2026 (“First Data Request”), requesting additional data regarding KWRU’s limited proceeding rate increase application in Monroe County, Docket No. 20260071-SU. KWRU’s responses to the requests identified in the First Data Request are set forth below in **red**.

1. In response to staffs deficiency letter, Item 4, KWRU stated that the number of employees participating in the profit sharing has increased. Please provide the number of employees currently participating in the profit sharing versus the number of employees that were participating during the test year for the recent rate case, along with their job titles.

Response: There are 13 employees participating in the profit-sharing plan, compared to 10 participating employees during the test year. Please see the attached lists of employees with job title for Test Year of the recent rate case and those currently participating.

2. In response to staffs deficiency letter, Item 4, KWRU explains the increase to health insurance benefits expenses, attributable to more employees enrolling and increased premiums. The following questions are related to the requested increase:

- a. Please provide the number of employees utilizing the company's health insurance currently, compared to the number of employees that were enrolled in the company's health insurance benefits during the test year for the recent rate case.

Response: There are 13 employees utilizing the company's health insurance benefits, compared to 9 employees who were enrolled in the company's health insurance plan during the test year used in the recent rate case..

- b. Please state the total amount of the health insurance increase, in dollars.

Response: The total increase in health insurance costs is \$106,617. Please see the attached supporting documentation for additional details..

- c. Please state, in dollars/percentage the portion of the insurance that is paid for by the employees and the portion that is paid for by the company.

Response: The Utility pays \$326,245 toward employee health insurance costs. Utility employees are leased employees, please see attached for further explanation.

3. In response to staff's deficiency letter, Item 4, KWRU stated that the Utility now provides Longevity Pay for employee retention. Please explain how Longevity Pay is calculated.

Response: Longevity pay is calculated based on an employee's years of service. Please see the attached documentation for the longevity pay calculation by years of service.

4. In response to staff's deficiency letter, Item 2, KWRU stated that salaries were adjusted to compete with other local utility companies. Please provide a list and/or postings of comparative hiring rates from these other utility companies, including pay rates for on-call pay.

Response: Please see attached IBEW Contract (Pages 45-46) for 2025-2027 pay scale for the employees of Keys Energy. Note on March 4, 2025, the Utility's Maintenance Manager resigned due to accepting a job offer from Keys Energy. On the Exit Interview, the employee indicated the reason for leaving was "Wage and Benefits." (See attached Notice of Resignation and Exit Interview). The employee stated to management the primary reason for leaving was more pay and less required overtime.

Attached is the Florida Keys Aqueduct Authority 2025 Base Pay Rates by position. To compare, KWRU has (1) Foreman at \$18,915 below the FKAA median. The Utility has (2) Wastewater Mechanic A employees; the average is \$1,120 above the FKAA median. The Utility has (3) Wastewater Mechanic B employees; the average is \$2,178 below the FKAA median. KWRU has (1) Wastewater Treatment Operator C at

\$6,388 above the FKAA median. KWRU has (1) Wastewater Treatment Operator A at \$4,418 above the FKAA median. The Utility has (1) Lab Director at \$9,083 below the FKAA median.

It should be noted that FKAA operates plants and systems throughout the Keys, and the standard of living in the middle and upper Keys is significantly less than Key West. Wages are reflective of this, as employees in the upper and middle Keys typically command less wage/salary than those in Key West. KWRU only operates in Key West and requires on-call employees to live within a 20-minute drive of the facility. Therefore, when comparing a Key West-based utility such as KWRU to FKAA, which serves 130 miles, including several areas with a lower cost of living, you would expect KWRU to be above the FKAA median across the board. However, this is not the case. KWRU has 5 employees below the FKAA median and 4 above. Also, it should be noted that there is not a single instance where a Keys Energy or FKAA employee resigned from their respective utilities to accept a position at KWRU.

Attached are the on-call pay rates for both Utilities. The on-call policy for FKAA is in Handbook Section 7.8, Standby. The on-call policy for KES can be found in the IBEW Contract, pages 15-16.

5. In response to staff's deficiency letter, Item 2, KWRU states that on-call pay was adjusted from 6 hours to 18 hours, which the Utility describes as "just short of the competition". Please provide supporting documentation for this claim.

Response: The statement was directed at the Utility's closest competitor, the Florida Keys Aqueduct Authority (FKAA). This is the closest competitor as both utilities compete for wastewater specific labor (i.e., State of Florida Licensed Wastewater Treatment Operators), and both operate in close geographical proximity.

The FKAA operates multiple wastewater plants throughout the Keys including, Big Coppitt Wastewater Treatment Plant (5 Miles from KWRU), Cudjoe Regional Facility (12 Miles from KWRU), Duck Key Wastewater Treatment Plant (56 Miles), Bay Point Wastewater Treatment Plant (10 Miles from KWRU), Layton Wastewater Treatment Plant (63 Miles from KWRU) and Cross Key Wastewater Treatment Plant (107 Miles from KWRU).

In addition to wastewater, the FKAA is also the sole water provider. The FKAA pumps potable water via a pipeline from Florida City, located on the mainland, across 130 miles of bridges and islands all the way to Key West. KWRU is a water and wastewater regulated utility.

The FKAA offers more on-call pay to its employees than KW Resort Utilities (KWRU). The Utility adopted a more competitive on-call pay Policy to match the FKAA on call pay for Monday to Sunday, but KWRU did not match the Holiday hours that the FKAA offers their employees. Thus, KWRU offers less, and is therefore short of the competition/FKAA.

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See supporting documentation for the on-call pay policies for FCAA and KWRU. The FCAA policy is in the attached Handbook Section 7.8 Standby. It indicates 2 hours per weekday and 4 hours for each weekend day/holiday.

Sincerely,



Barton W. Smith

BWS/bg

Enclosures

Deficiency No. 1 -
profit sharing
participation

Profit Sharing Plan Participant -Test Year

Employee

Andrew Pfeiffer

Brian K Hinton

Chris Johnson

Greg Wright

Jeremy Naese

Michael Russo

Olga Vera

Pierre Amboise

Robert Barrios

Tim Sunderman

Job Title

Operator

Maintenance Tech

President

Vice President

Maintenance Supervisor

Maintenance Tech

Accountant

Maintenance Tech

Office Manager

Lead Plant Operator

Total Participants

10

Current Profit Sharing Participants

Employee

Andrew Pfeiffer

Chris Johnson

Gerald Jean

Jarred Sawyer

Jeremy Naese

Marvin Maratita

Melinda Rodriguez

Michael Russo

Olga Vera

Pierre Amboise

Robert Barrios

Shana Yoest

Tom Carson

Job Title

Lead Plant Operator

President

Maintenance Tech

Maintenance Tech

Operator

Maintenance Tech

Billing Manager

Maintenance Tech

Accountant

Maintenance Tech

Vice President

Office Manager

Maintenance Supervisor

Began participating in the Company's profit-sharing plan in July 2026.

Began participating in the Company's profit-sharing plan in July 2026.

Total Participants

13

Deficiency No. 2B

- health increase

Health Benefits Expense Comparison

Description	Amount
Test Year Health Benefits Expense (July 1, 2023 through June 30,2024)	\$ 219,628.04
2026 Budgeted (Projected) Health Benefits Expense	\$ 326,245.68
Increase	\$ 106,617.64

Deficiency No. 2C
- employee vs
company

Employer- and Employee-Paid Portions of Projected Health Benefits

Description	Amount	Percentage
Company-Paid Health Benefits (Account 7048200)	\$ 326,245.00	100%
Employee-Paid Health Benefits	Not Included in the projected Health Benefits Expense	N/A

Explanation:

The projected Health Benefits expense of **\$326,245.68** represents only the Company's employer-paid health benefit expense recorded in Account 7048200, after excluding Board Member health insurance

The Company uses Paychex as its third-party payroll and benefits administrator. Employee health insurance contributions are withheld directly from employee payroll by Paychex and remitted directly to the health insurance carriers. The Company does not receive or record employee contributions in Account 7048200. Therefore, only the Company's employer-paid health benefit costs are included in the projected Health Benefits expense presented in this filing. Employee payroll contributions are not included in the projected Health Benefits expense.

Deficiency No. 3 -
longevity pay

Longevity Pay

KWRU	
Year 1	\$150/Quarter
Year 2	Year 2 - 4 \$800
Year 3	
Year 4	
Year 5	Year 5-9 \$1,100
Year 6	
Year 7	
Year 8	
Year 9	Year 10-14 \$1,400
Year 10	
Year 11	
Year 12	
Year 13	
Year 14	Year 15-19 \$1,700
Year 15	
Year 16	
Year 17	
Year 18	
Year 19	Year 20-24 \$2,000
Year 20	
Year 21	
Year 22	
Year 23	
Year 24	Year 25 and over \$2,300
Year 25	
Year 26	
Year 27	
Year 28	
Year 29	

Deficiency No. 4 -
List posting hiring
rates including on
call

International Brotherhood of Electrical Workers Local 1990



Utility Board of the City of Key West Florida
Keys Energy Services

May 1, 2024 – April 30, 2027

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INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
PREAMBLE

THIS AGREEMENT, entered into this **27TH day of March, 2024** between the Utility Board of the City of Key West, hereinafter referred to as Keys Energy Services (KEYS) and Local Union 1990 of the International Brotherhood of Electrical Workers, AFL-CIO, hereinafter referred to as the Union, representing employees in the bargaining unit, hereinafter referred to as employee, or employees; and in consideration of the premises herein contained, it is mutually agreed that:

ARTICLE 1
PURPOSE

- 1.1 This Agreement is designed to provide the framework for orderly collective bargaining relations, to secure prompt and equitable disposition of grievances, to establish wages, hours and other working conditions, to maintain a harmonious relationship between KEYS and the Union and to prevent strikes and lockouts.
- 1.2 All employees covered by this agreement shall have the right to join or not to join the Union. Neither KEYS nor the Union, its members or agents shall interfere with, restrain, or coerce employees into membership, or because of membership in the Union. The Union further agrees that neither it nor its members will engage in Union activities on KEYS' time except as hereinafter expressly provided.
- 1.3 The Union agrees that its members will at all times, individually and collectively perform efficient work and put forth their best efforts toward obtaining the lowest possible operating cost to protect the properties and serve the best interest of KEYS.
- 1.4 Employees working within the classifications listed in EXHIBIT "A" will normally perform all of the work usually performed by employees so classified, except, however, when it becomes necessary, employees may, if qualified or trainable, be required to perform duties of another classification.

ARTICLE 2
RECOGNITION AND REPRESENTATION

- 2.1 KEYS recognizes the rights of its employees to bargain collectively through representatives of their choosing. KEYS recognizes the Union as the exclusive collective bargaining agent for all employees of KEYS working in the classifications listed in EXHIBIT "A" attached hereto.

KEYS agrees to meet with the Union and bargain collectively in the determination of the rates of pay, hours of work, and all other terms and conditions of employment for employees within the bargaining unit, upon the third anniversary of this Agreement.

ARTICLE 3
MANAGEMENT RIGHTS

- 3.1 The Union and its members recognize and agree that the Employer has the sole and exclusive right to manage and direct any and all of its operations. Accordingly, unless otherwise provided herein, the Employer specifically, but not by way of limitation, reserves the sole and exclusive right to:
- (a) decide the scope of service to be performed and the method of service;
 - (b) hire (including the right to refrain from hiring) and/or otherwise determine the criteria and standards of selection for employment;
 - (c) fire, demote, suspend or otherwise discipline for just cause;
 - (d) promote and/or otherwise establish a fair criteria and/or procedure for promotions within and without the bargaining unit, subject only to contrary provisions contained in this Agreement covering the issue of promotion;
 - (e) transfer employees from location to location and from time to time;
 - (f) layoff and/or relieve employees from duty due to lack of work or for a legitimate reason;
 - (g) rehire employees;
 - (h) determine the starting and quitting time(s) and the number of hours and shifts to be worked including the need for overtime work, subject only to contrary provisions in this Agreement;
 - (i) determine the allocation and content of job classifications;
 - (j) assign and/or reassign employees;
 - (k) formulate and/or amend job descriptions;
 - (l) merge, consolidate, expand, curtail or discontinue operations, temporarily or permanently, in whole or in part, whenever, in the sole discretion of the Employer when a good business judgment makes such curtailment or discontinuance advisable;
 - (m) contract and/or subcontract any existing or future work for any reason, provided the same does not have the effect of abolishing jobs, causing layoffs, or does not affect the base pay earnings of the present employees;
 - (n) expand, reduce, alter, combine, assign or cease any job;
 - (o) determine whether and to what extent the work in its operation shall be performed by employees covered by this Agreement;

ARTICLE 3 (Continued)
MANAGEMENT RIGHTS

- (p) control the use of equipment and property of the Employer;
 - (q) determine the number, location, and operation of headquarters, annexes, plants, substations and/or divisions thereof;
 - (r) schedule and assign the work to the employees and determine the size and composition of the work force;
 - (s) determine the services to be provided to the public, and the maintenance procedures, materials, facilities, and equipment to be used, and to introduce new or improved services, maintenance procedures, materials, facilities and equipment;
 - (t) take whatever action may be necessary to carry out the mission and responsibility of the Employer, in unusual and/or emergency situations;
 - (u) formulate, amend, revise and implement policies, procedures, rules and regulations;
 - (v) establish, amend, revise and implement any programs and/or procedures;
 - (w) require employees to observe and obey the Employer's policies, procedures, rules and regulations.
- 3.2 The above rights of the Employer are not all-inclusive but indicate the type of matters or rights, which belong to and are inherent to the Employer in its general capacity as management. Any of the rights, powers, and authority that the Employer had prior to entering into this collective bargaining agreement are retained by the Employer, except as specifically abridged, delegated, granted or modified by this Agreement.
- 3.3 If the Employer fails to exercise any one or more of the above functions from time to time, this will not be deemed a waiver of the Employer's right to exercise any or all of such functions.
- 3.4 The foregoing rights of management are subject to the applicable terms of this Agreement and will not be exercised in an arbitrary or capricious manner.
- 3.5 All rights of management not expressly and specifically limited by this Agreement are hereby reserved exclusively to KEYS and are not to be subject to arbitration.

ARTICLE 3 (Continued)
MANAGEMENT RIGHTS

- 3.6 Each newly hired employee shall be considered a probationary employee until he/she has completed six (6) months of continuous employment with KEYS and will not be covered by the terms of this Agreement except those in Articles 5, 6, 7, 8, 9, 10.1, 10.2, 10.5, 10.14, 11, 12.1, 12.2, 12.4, 12.6, 13, 14, 15, 19, 20.1, 20.2, 20.3 (a), 20.3 (c), 20.4, 23, 24, 26, 32, 33, 35, and 38. Except the termination of such employees will not be subject to the arbitration provision of Article 22. During the probationary period, his/her retention as an employee is solely at the discretion of KEYS, but upon the completion of the probationary period, the employee shall be considered as a regular employee and subject to all the provisions of this Agreement. Employees in their new hire probationary period shall accrue sick and vacation leave from the date of hire but shall not be eligible to use any sick leave or to use or receive any form of compensation for any vacation leave until the newly hired employee becomes a regular employee.

ARTICLE 4
SCOPE OF AGREEMENT

- 4.1 This Agreement shall apply to and cover all employees working in the Departments and classifications listed in EXHIBIT "A". It is agreed that all negotiable matters to be proper subjects for collective bargaining between KEYS and the Union are included in this Agreement, including any extension of its terms. No further or other matters pertaining to rates of pay, wages, hours, or other working conditions whether or not covered by this Agreement shall be subject to further negotiations, except that it may be amended at any time, as provided for in Article 29.1.
- 4.2 Should any provisions of this Agreement, or any part thereof, be rendered or declared invalid by reason of any existing or subsequently enacted legislation - - either Federal, State and/or Local - or by any decree of a court of competent jurisdiction, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties will meet within thirty (30) days in order to negotiate a successor provision.
- 4.3 The Non-Contributory Group Retirement Plan and Group Insurance Plan covering bargaining unit employees are subject to change through collective bargaining. Employees hired on or after June 1, 2010 will receive the same baseline assumptions and methods except that their 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. However, it is agreed and understood that no change to and/or disputes over the application of said plan is subject to the grievance/arbitration provisions of this Agreement.

ARTICLE 5
CHECK OFF: AUTHORIZATION AND ASSIGNMENT

- ~~5.1 — Upon receipt of a lawfully executed written authorization from an employee within the bargaining unit, KEYS agrees to deduct the regular dues of the Union for such employee from his/her pay once per month and remit such deduction to the duly elected Financial Secretary of Local 1990, within ten (10) days from the date of deduction. The Union will notify management in writing fifteen (15) days prior to any change in the regular dues structure. It is understood that an employee may revoke the authorization for dues deduction at any time by giving thirty (30) days written notice to the Union and KEYS.~~
- ~~5.2 — The Employer's remittance shall be deemed correct if the Union does not give written notice to the Employer within two (2) calendar weeks after said remittance is received on its behalf, with reasons stated therefore that the remittance is incorrect.~~
- ~~5.3 — The executing and delivering of such deduction and assignment authorization shall not be a condition of employment and the parties agree there shall be no coercion or discrimination against any employee for having signed or not having signed such authorization form.~~
- ~~5.4 — Provisions of the foregoing paragraphs are subject to the terms and conditions in the form of assignments hereinafter set forth.~~
- ~~5.5 — The form of such authorization shall be as follows: KEYS' Payroll Deduction Authorization form.~~
- ~~5.6 — In consideration of KEYS Agreement for the check off of Union dues in accordance with the foregoing provisions, the Union will indemnify, defend and hold KEYS harmless against any and all claims (including expenses, court costs, settlements and/or judgments) of any kind made against KEYS on account of the administration of this Article.~~
- 5.1 KEYS and the Union agree that Articles 5.1 – 5.6, above, have been nullified by the passage of Chapter 2023-35 Laws of Florida., Senate Bill 256 (SB 256), which became law on July 1, 2023, and modified the Public Employees Relations Act (PERC) to statutorily prohibit KEYS from collecting Union dues via salary deduction from civilian bargaining unit members. Accordingly, Articles 5.1 – 5.6 shall remain stricken through until a definitive and controlling court ruling, and/or further specific guidance from PERC related to this new law, renders or declares the dues deductions mandates imposed under SB 256 to be invalid.
- 5.2 The Union shall provide KEYS' Human Resources Director or equivalent with an updated list of current dues paying members upon request.

ARTICLE 6
GENERAL WORKING CONDITIONS

- 6.1 Except in emergencies employees will not be required to work in the rain, but if working, protective rain clothing will be furnished. Employees shall be compensated for any lost time during regular working hours on account of inclement weather. It is acknowledged that KEYS has the right to assign employees to other duties not necessarily in their job classification during inclement weather.
- 6.2 KEYS will continue to furnish such tools, equipment and protective clothing as it furnished immediately prior to recognition of the Union. When due to wear or breakage, a tool, clothing, or piece of equipment is no longer safe in the judgment of the employee or his/her Supervisor, the item will be replaced by KEYS.
- (a) Protective clothing will be furnished to employees required to work on oil spill cleanup. If not furnished, personal clothing damaged by oil shall be replaced by KEYS.
 - (b) KEYS will pay for prescription safety glasses when an employee is working in an area requiring safety glasses. KEYS will pay for the glasses (lenses and frames), but KEYS will not pay for the prescription or eye exam. The lenses and frames must be approved by the Department Director. The employer agrees to replace or pay the cost of repairing an employee's prescription eye glasses excluding contact lenses, 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.
 - (c) KEYS agree to provide safety shoes for those employees who are in job classifications that are required by O.S.H.A. regulations. KEYS will not provide more than one (1) pair of shoes per employee per year. With the exception that the employee's safety shoes are damaged due to work related conditions. KEYS' Department Director will determine if employee's safety shoes need to be replaced by KEYS.
- 6.3 For three-shift or 12-hour shift employees, and upon prior approval by the Department Director or Supervisor, employees of the same classification working regularly scheduled hours may exchange hours of work within the work week with one another, provided no overtime is created by such exchange. An employee who agrees to such an exchange of hours and who fails to perform the "exchanged work" will be docked the hours not worked and will also be subject to disciplinary action.
- 6.4 As soon as practicable 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

ARTICLE 6 (Continued)
GENERAL WORKING CONDITIONS

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.

- 6.5 Two (2) employees will be assigned when unloading fuel at the Power Plants between the hours of 4:00 p.m. and 7:30 a.m. While the unloading of fuel or barge pumping is the responsibility of the Generation Department's total Operations Section. It is also agreed that any other qualified persons in other sections may be used when necessary.

ARTICLE 7
HOURS OF WORK AND OVERTIME

- 7.1 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.
- 7.2 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.
- 7.3 Employees covered by this Agreement shall be designated as non-shift, two-shift, three-shift shift, swing/relief employees and 12-hour shift.
- (a) Non-Shift employees will 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. The non-shift employees will start work at a time established by the Employer in its discretion.
 - (b) Two-Shift employees are those employees who will work either days with a one hour lunch period or peak with a half hour meal period, Monday through Friday with normal working hours being split between the hours of 7:00 a.m. and 12 midnight. The exact working hours of two-shift employees will be established by the employer. These employees will be designated in EXHIBIT "A" as (2S).
 - (c) Three-Shift employees are those employees working in the classification designated in EXHIBIT "A" as (3S), except during times when an employee is designated as the swing/relief person. Three-shift employees will work a rotating regular schedule of five (5) consecutive eight (8) hour days per week. The exact working hours of the three-shifts will be established by the employer in its discretion. Regular schedules for three-shift employees may include Saturdays, Sundays and Holiday work, but rest days shall be consecutive wherever practicable.
 - (d) Swing/Relief employees will work different shifts when filling in for vacation and sick leave or to fill in when needed. They will work Monday through Friday inclusive, without notice of change in hours, but will have a five (5) day notice for weekend work. Management will attempt to permit swing/relief employees who work a sixteen (16) hour day (i.e., completion of their regular shift in conjunction with the commencement of their swing shift) to have the option of: 1) taking a day off later during the work week so that the employee works four (4) days during the swing shift work week; or 2) working the full swing shift thus totaling one extra day that week for a maximum of five (5) days during the work week. It is understood that the General Manager, Assistant Manager or Department Directors have the discretion to deny this option to an employee and to require the employee to take a day off or to work later that work week. However, this decision shall be neither arbitrary nor capricious.

ARTICLE 7 (Continued)
HOURS OF WORK AND OVERTIME

- (e) 12-Hour Shift employees are those employees working in the classification designated in EXHIBIT "A" as (12-hour S) who will, or may at times, work a 12-hour shift (2-shift changes per 24-hour period) schedule. The 12-hour shift schedule for:

Power System Coordinators (Journeyman/Apprentice)

7am until 7pm and 7pm until 7am

Apprentice I&E Tech/Operator Level I & II

6am until 6pm and 6pm until 6am

I&E Technician/Operator

6am until 6pm and 6pm until 6am

Operator/Maintainers (Journeyman/Apprentice)

6am until 6pm and 6pm until 6am

Operator/Maintainer Leader

6am until 6pm and 6pm until 6am

Operator/Generation Engineering Technician

6am until 6pm and 6pm until 6am

- (f) Daylight Savings Time Change (Fall/Spring) – Employees on shift can elect to work the extra hour, utilize vacation leave, or take LWOP to make up the work shift shortage.

The Employer may, in its discretion, change the shift designation and shift hours of any job classification and of any employee. In that event, the Employer will provide the affected employee(s) with ten (10) working days', except Generation as described in 7.3 (g), notice of such change, if practicable, and for the approximate duration of the change, if practicable.

(g) For Generation Employees: When transmission or generation constraints and events such as TIE LINE limitations, reserve capacity demands, and dispatch economics, or forced outages require a shift change to 24-hour coverage or extended 12-hour shift coverage outside of an employee's normal work shift, the employer will provide two (2) working days' notice of such change, if practicable, and the duration of the change, if practicable. For such transmission or generation related constraints described above, the designation without two (2) working days' notice in the Generation department, all hours worked in the first three (3) days of notice of the change will be paid at a rate of time and one half. After the first three (3) days from notice of the change have passed or the temporary schedule change has passed, all hours worked will be paid at the applicable rate. In the event an employee is dismissed from a workday by the Employer to get rest in order to cover another shift in the first 24-hour period of the schedule change, the employee will be paid for the remaining normally scheduled shift at applicable pay.

When scheduled maintenance outages or other plant needs (other than transmission and generation constraints described above) requiring extended plant schedules such as 12-hour shifts or weekend coverage, the Employer will provide the affected employee(s) with ten (10) working days' notice of such change, if practicable, and the duration of the change, if practicable.

- 7.4 For the purpose of computing weekly earnings, each hour of work shall consist of four (4) one quarter hour periods beginning on the hour, fifteen (15) minutes past, thirty (30) minutes past and forty-five (45) minutes past the hour.

ARTICLE 7 (Continued)
HOURS OF WORK AND OVERTIME

- 7.5 Employees covered by this Agreement will be paid at one and one half (1-1/2) times their base straight time hourly rate of pay for all hours actually worked in excess of forty (40) hours per week. An employee will not be required to work more than sixteen (16) consecutive hours in a normal work day unless the employee elects to work more than the sixteen (16) consecutive hours. Only hours actually authorized, such as:

Holidays
Annual Leave with five (5) working days' notice
Compensatory Leave with five (5) working days' notice
Jury Duty (copy of summons may be required)
Workers Compensation
Family Death (immediate family as defined in Article 16)
Sick Leave -- At the Human Resources Director or equivalent's discretion using guidelines (Exhibit "B").
Rest Time
Negotiations (for the negotiating team only)
Personal Leave

will count as hours worked. Therefore, any other type of leave will not count as hours worked for overtime pay purposes. All employees must follow the strict procedures concerning jury duty as outlined in Article 15.

- 7.6 All planned overtime work shall be equally distributed among employees within each classification. Overtime hours worked by each employee shall be recorded and reviewed with the Union Steward upon his/her request.
- 7.7 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.
 - Work break times shall not be authorized for covering an employee's late arrival on duty or his/her early departure from work.

ARTICLE 8
WAGES AND JOB CLASSIFICATIONS

8.1 Wage rates by department and job classification shall be those set forth in EXHIBIT "A" attached hereto and made part of this Agreement. Temporary acting assignments for specific overloads of non-repetitive work will be limited to a duration of designated time. The Union will be notified of the work to be done, the employees to be assigned, and the duration of such assignment. Such assignments shall be kept to an absolute minimum, not to exceed six (6) months.

8.2 Employees transferred from one job classification to another or from one department to another within the bargaining unit shall be paid as follows:

When transfer is at the request of KEYS and of temporary duration, the employee shall be paid:

1. His/her regular hourly rate when this rate is equal to or greater than the rate of the employee of the job classification being relieved.
2. The step within the pay grade of the job classification being relieved.
3. When transfer is other than temporary, such employee will receive the rate of the job to which he/she is assigned.
4. Time worked by any employee in a job classification other than his/her regularly established classification shall be accumulated in a record maintained by KEYS and taken into account for the purpose of establishing the straight time hourly rate under schedule EXHIBIT "A" whenever the employee is assigned on either a temporary or permanent basis to a job classification other than his/her regularly established classification.
5. The differential/extra pay in this section will be paid only for all consecutive hours the employee works while assigned to the higher rated classification for a minimum of a full work day/shift (e.g., the 8 or 12 hour work day/shift as used in the applicable Section or any other regular work day/shift day that may be used in any Section) or more hours and shall be paid retroactive to the first hour worked when the employee actually works the required consecutive hours in the higher rated classification.

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

ARTICLE 9
ON CALL/STAND-BY ASSIGNMENTS

9.1 For the purpose of providing emergency service during hours outside of regularly scheduled hours of work, employees selected by KEYS shall be assigned on a weekly basis to be "on-call"/"stand-by" so as to be available for such service as needed. The regulations covering on-call/stand-by assignments follows:

ARTICLE 9 (Continued)
ON CALL/STAND-BY ASSIGNMENTS

- 9.2 Assignments will be established on an annual basis by the Department Director. Each employee assigned to on-call/stand-by duty shall be required to perform such duties as required unless for reasons of emergency beyond his/her control he/she is prevented from carrying out his/her assignment. With the approval of the Supervisor, employees will be allowed to exchange "on-call"/"stand-by" duty. In the event, it is impossible for the employee to so carry out his/her assignment he/she must immediately notify the assigned Supervisor in charge.
- (a) For each weekly period from the Line Section there may be at least two (2) employees placed on an "on-call"/"stand-by" status in order to perform emergency work. In that event, at least one (1) such employee will be a Lineman qualified to perform all phases of emergency work. The second assigned employee shall be an Apprentice Lineman. He/she must be an employee or employees of the Line Section meeting management requirements, and with not less than one (1) year experience in such classification. So far as possible, employees will not be given "on-call"/"stand-by" assignments on successive weeks.
- (b) Each employee while assigned must, during all hours outside his/her regular scheduled hours of work, be available to be reached by the phone on record with KEYS, and ready to immediately respond and perform such service as required. In the event the assigned employee fails to perform assigned duties, except under circumstances set forth in paragraph 9.1 herein above, he/she shall immediately forfeit such guaranteed assignment pay to which he/she may otherwise be entitled and become subject to other disciplinary measures as deemed warranted by KEYS.
- 9.3 Any employee assigned to "on-call"/"stand-by" for trouble calls, unloading fuel, and supporting planned projects the Line Section will perform on Saturday, Sunday, and holidays, shall be paid a guarantee of two (2) hours at the applicable rate for each day standing-by.
- 9.4 Any employee who reports for work as scheduled or required, and the work is canceled for any reason, he/she shall receive a guarantee of two (2) hours at the applicable rate of pay at reporting time.
- 9.5 In the event an employee is not assigned to "on-call"/"stand-by" and is called for work outside his/her scheduled hours of work, he/she shall receive a minimum of two (2) hours of pay. Employees have an obligation to respond to calls for assistance with emergencies when available outside the employee's scheduled hours of work.
- 9.6 (a) In the event an employee is called to work not less than one (1) hour before his/her scheduled starting time and continues working his/her regular scheduled hours, he/she shall be granted a meal and paid time to eat same, not in excess of thirty (30) minutes.

ARTICLE 9 (Continued)
ON CALL/STAND-BY ASSIGNMENTS

(b) In the event an employee is required to work two (2) hours or more following his/her scheduled quitting time, or is recalled and reports to work within one (1) hour after quitting time, he/she shall be granted a meal and at six (6) hour intervals thereafter. Actual per diem costs will be reimbursed at the current Fiscal Year per diem rates for zip code 33040 for Meals & Incidentals (M&IE) according to the United States General Services Administration. Meal reimbursement will be provided for meals during the work period as well as at the end.

(c) The two (2) employees that are unloading fuel can obtain or eat their meals in the following manner:

The employee tending the tank can leave his/her post (after notifying and receiving permission from the Operator Maintainer Leader or Generation Supervisor) and the assigned Generation employee will be responsible for the fuel tank in his/her absence. He/she can then have thirty (30) minutes in which to eat his/her meal. He/she will then relieve the employee on the dock so that he/she can have thirty (30) minutes to eat his/her meal. Meals that are reimbursed will be paid at the rates specified above in Section 9.6 (b).

(d) Any three-shift employee required to work past his/her first eight hours will be granted meals in accordance with Section 9.6 (b) during his/her second eight hours. If the second eight hours is in the peak shift, the two meals will be a dinner and a breakfast. If the second eight hours is in the night shift, the two meals will be a breakfast and a lunch. If the second eight hours is in the day shift, the two meals will be a breakfast and a lunch.

(e) Shift personnel cannot be relieved to eat their meals, but will do so on watch at their post.

(f) Any non-shift or two-shift employee who is required to work through his/her normally scheduled lunch periods will be paid for time worked and shall be reimbursed for a meal in accordance with 9.6 (b).

ARTICLE 10
VACATION LEAVE

10.1 Regular Full-Time employees shall accrue vacation leave with pay according to the following schedule:

YEARS OF SERVICE	EARNED TIME
Up to 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
Over 20 Years	16 hours per month

ARTICLE 10 (Continued)
VACATION LEAVE

10.2 Vacation leave will accrue monthly except as provided in 10.5 to the credit of the employee at the rate stated above, beginning with the first month following completion of the new hire's probationary period. Newly hired employees in their probationary period shall accrue vacation leave from the date of hire but shall not be eligible to use or receive any form of compensation for any vacation leave until the employee becomes a regular employee.

10.3 (a) Vacation leave may be taken at any time requested by all employees with five (5) working days' notice 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 shall be given first preference. All vacation schedules for each department shall be established not later than January 31st, 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 management any time where feasible.

(b) 12-Hour Shift Employees will be required to deduct 12 hours of vacation leave for full day absences or hour for hour for anything less than a full day absence. (Does not include holiday – refer to holiday 11.3(b)).

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

- (a) If any employee is not allowed to take his/her requested vacation leave during any year, he/she will be paid on the next applicable pay period.
- (b) At no time will an employee have more than two (2) times their annual leave on the books. For an example, a person who gets eighteen (18) days leave a year cannot have more than thirty-six (36) days leave on the books at any time.
- (c) All days in excess of the maximum allowed will be lost, unless annual leave had been requested by the employee and denied by management. In this case, the employee will be paid for the denied time.

ARTICLE 10 (Continued)
VACATION LEAVE

- 10.5 Employees who work less than a full calendar month due to probationary employment, termination, or leave of absence without pay after the first workday of the month shall earn vacation leave for that month according to the following schedule:

Hours of Service during the Month					Hours of Vacation Leave Credit
	Up to 5 years	5 <10 years	10 <15 years	15 <20 years	20 years or more
0 through 59.75	0	0	0	0	0
60 through 119.75	4	5	6	7	10
120 or more	8	10	12	14	16

- 10.6 An employee shall continue to earn vacation leave credits during all time off and authorized leaves of absence with pay.
- 10.7 Absence on the 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.
- 10.8 Should an observed holiday fall within the vacation period, an additional working day shall be allowed and taken at the time desired by the employee, but such day off must be approved by the Employer.
- 10.9 An employee will not be subject to being called out on his/her off days immediately preceding and following his/her 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/her scheduled vacation leave period. Nothing contained in this Section shall prevent an employee from being called out in an unusual emergency situation.
- 10.10 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.
- 10.11 Employees will be allowed to donate portions of their accrued vacation leave and/or compensatory 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 12.9. Donated time will be in increments of no less than four (4) hours per donor either from vacation leave, compensatory leave, or a combination of the two, and must be submitted to the Human Resources Director or equivalent for processing and approval.

ARTICLE 10 (Continued)
VACATION LEAVE

- 10.12 Upon separation of an active full-time employee, any unused vacation leave balances will be included in the final paycheck.
- 10.13 Within the contract year, a regular KEYS employee who has completed 12 months of employment may cash out one time each contract 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 eighty (80) hours. In addition to an annual "cash out", the employee remains eligible to trade-in up to eighty (80) hours of paid vacation leave for monetary credits towards benefits during annual insurance Open Enrollments. The Open Enrollment trade-in is not bound by the balance requirements outlined for a "cash out".
- 10.14 Every May 1st, each employee will be credited with eight (8) hours of Personal Leave time.
- (a) Employees must use or shall lose the Personal Leave time before the end of the same contract year it is provided (i.e., before the next April 30).
 - (b) This Personal Leave time cannot be accrued or carried forward into the next contract year and cannot be cashed out or paid out.
 - (c) Use of Personal Leave time is subject to the prior approval rules applicable to the use of vacation leave.
 - (d) Personal Leave time used will be counted as hours worked for purposes of overtime eligibility under Section 7.5.
 - (e) Newly hired probationary employees who are employed on May 1st of a new contract year shall be eligible for credit of this Personal Leave time during that contract year but shall only be eligible to use that time after the employee completes his/her initial probationary period.

ARTICLE 11
HOLIDAYS

- 11.1 Each employee covered by this Agreement shall be entitled to twelve and a half (12.5) holidays with pay each year as follows:

New Year's Day	January 1 st
Martin Luther King, Jr. Birthday	January, 3 rd Monday
President's Day	February, 3 rd Monday
Memorial Day	May, Last Monday
Independence Day	July 4 th
Labor Day	September, 1 st Monday
Columbus Day	October, 2 nd Monday
Veteran's Day	November 11 th
Thanksgiving Day	November, 4 th Thursday
Day After Thanksgiving	November
Christmas Eve	December 24 th
Christmas	December 25 th
New Year's Eve Day	December 31 st – Half day

Additional days may be designated as holidays at the decision of the Utility Board.

- 11.2 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. Three-shift and 12-hour shift employees shall be paid on the KEYS' observed holiday, except on July 4th, Veteran's Day, Christmas Eve, Christmas, New Year's Eve Day (half day) and New Year's Day when they fall on a Saturday or Sunday only.
- 11.3 (a) Whenever an observed holiday occurs on an employee's scheduled day off and he/she does not work, he/she shall be paid eight (8) hours (or four (4) hours for half day holiday) holiday pay at his/her straight time rate. When an employee is required to work on a day observed as a holiday which occurs on one of his/her scheduled work days he/she shall have the option to be paid for twelve (12) hours at his/her regular straight time hourly rate for all hours falling within his/her regular work schedule in addition to eight (8) hours (or four (4) hours for half day holiday) holiday pay at his/her straight time rate or he/she will be able to take a day off (or four (4) hours for half day holiday), within two (2) months from the date of the holiday, that is mutually agreed upon by management. An employee must notify management within ten (10) working days prior to the holiday if he/she will be taking the day off at a later date in lieu of overtime pay. It is understood that the Manager or his/her designee has the discretion to deny this option.
- (b) 12-Hour Shift Employees: Whenever an observed holiday occurs on an employee's scheduled day off and he/she does not work, he/she shall be paid eight (8) hours (or four (4) hours for half day holiday) holiday pay at his/her straight time rate. When an employee is required to work on a day observed as a holiday which occurs on one of his/her scheduled work days he/she shall have the option to be paid for eighteen (18) hours at his/her regular straight time hourly rate for all hours falling within his/her regular work schedule in addition to eight (8) hours (or four (4) hours for half day holiday) holiday pay, as that of any other regular employee of KEYS at his/her straight time rate or he/she will be able to take a day off (or four (4) hours for half day holiday), within two (2) months from the date of the holiday, that is mutually

ARTICLE 11 (Continued)
HOLIDAYS

agreed upon by management. An employee must notify management within ten (10) working days prior to the holiday if he/she will be taking the day off at a later date in lieu of overtime pay. It is understood that the manager or his/her designee has the discretion to deny this option. Any 12-hour shift employee taking leave on a holiday must submit a leave slip for hours in excess of the eight (8) hour (or four (4) hours for half day holiday) holiday leave. Hours of leave time and holiday hours, when combined, shall not exceed employees scheduled 12-hour shift.

- 11.4 Any bargaining unit employees required to work during a period of time-off granted generally to other KEYS' employees shall be compensated at one (1) time their regular rate of pay or be able to take the time off, within two (2) months from the date given that is mutually agreed upon by management.

ARTICLE 12
SICK LEAVE

- 12.1 All regular full-time employees within the bargaining unit shall be eligible for sick leave accrual. Newly hired employees in their probationary period shall accrue sick leave from the date of hire but shall not be eligible to use any sick leave until the employee becomes a regular employee.
- 12.2 ACCRUAL AMOUNTS AND LIMITS: Employees who work less than a full calendar month due to probationary employment, termination, or leave of absence without pay, after the first day of the calendar month shall earn sick leave for that calendar month according to the following table:

Hours of Service during the Month	Hours of Sick Leave Credit
0 – 59.75	0 hours
60-119.75	4 hours
120 or more	8 hours

Employees shall accrue sick leave each month with no limitation on the accrual balance amounts.

- 12.3 Sick leave may be used for the following:
- Personal illness; exposure of the employee to a contagious disease when his/her continued presence on the job would endanger his/her 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;
 - and family illness (refer to 12.9 below).
- 12.4 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.

ARTICLE 12 (Continued)
SICK LEAVE

- 12.5 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 must be provided. The decision of the Human Resources Director or equivalent is final. In addition, any employee who is absent more than 3 consecutive days may be required to furnish a doctor's certificate to the Human Resources Director or equivalent immediately upon returning to work or the leave will be counted as leave without pay and the employee will be subject to disciplinary actions. 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 Human Resources Director or equivalent and the doctor's certificate must indicate the duration of the absence. These certificates will be kept in the employee's confidential medical file.
- 12.6 In no case will an employee be advanced sick leave.
- 12.7 (a) Leave shall be used in 15-minute increments.
(b) 12-Hour Shift Employees will be required to deduct 12 hours of sick leave and/or sick leave for family illness, for full day absences or hour for hour for anything less than a full day absence. (Does not include holiday – refer to holiday 11.3(b))
- 12.8 BIRTH OF A CHILD: Up to 12- weeks of existing sick leave will be granted for the employee giving birth to a child provided that a doctor's certificate is received, however, in no case will this exceed 12-weeks (Rules for FMLA will apply.). *In order to comply with HIPAA Privacy Requirement: All doctors' certificates must be faxed or hand delivered to the Human Resources Director or equivalent and the doctor's certificate must indicate the duration of the absence. These certificates will be kept in the employee's confidential medical file.
- 12.9 FAMILY ILLNESS: Employees may use existing sick leave to care for ill immediate family members. Immediate family for this purpose shall consist of: spouse/domestic partner, children, parents, brothers or sisters, grandparents, and grandchildren, (all include in-laws, 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 Human Resources Director or equivalent to determine if a doctor's certificate must be provided. The decision of the Human Resources Director or equivalent 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 Human Resources Director or equivalent and the doctor's certificate must indicate the duration of the absence. These certificates will be kept in the employee's confidential medical file.
- 12.10 Employees using earned sick leave shall be considered working for the purpose of accumulating sick leave.

ARTICLE 12 (Continued)
SICK LEAVE

- 12.11 Sick leave shall not count as hours worked for the purpose of computing overtime unless authorized by the Human Resources Director or equivalent as stated in Article 7.5.
- 12.12 Retirement: 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. An employee retiring with twenty (20) or more years of service may donate up to 160 hours of their sick leave balance, which may include hours in excess of their aforementioned sick leave payout allocation, to the Sick Leave Bank. Any time donated pursuant to this provision will be considered used.
- 12.13 Unused sick leave is forfeited upon resignation or termination from KEYS service for any reason other than retirement as specified above.
- 12.14 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.
- 12.15 Family and Medical Leave Act: Refer to KEYS' Rules and Regulations Handbook regarding FMLA.)
- 12.16 Employee Sick Leave Bank: KEYS 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. This Sick Leave Bank will be fully administered by a 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 will make a decision regarding approval or denial of a sick leave bank request, which will be final.
- 12.17 An employee will be allowed to donate portions of his/her accrued sick leave, not to exceed 80 hours per calendar year, to other employees who have exhausted all of their vacation, sick, and/or administrative leave, to be used for illness of the employee only. Donated time will be in increments of four (4) hours per donor and must be submitted to the Human Resources Director or equivalent for processing and approval.

ARTICLE 13
JOB RELATED ACCIDENT/WORKER'S COMPENSATION

- 13.1 In the event that an employee covered by this Agreement 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:

ARTICLE 13 (Continued)
JOB RELATED ACCIDENT/WORKER'S COMPENSATION

- (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.
 - (b) 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.
 - (c) Sick Leave Bank cannot be used for Workers Compensation injuries.
- 13.2 In the event an employee is determined to be permanently disabled and unable to return to his/her 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, after a discussion with the Union, may terminate the employee.
- 13.3 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 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 the Human Resources Office within one hour of completing the appointment.
- 13.4 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.
- 13.5 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.

ARTICLE 14
MILITARY LEAVE

- 14.1 Military leave shall be provided as required by and consistent with applicable state and federal laws, which include Section 115.07, Florida Statutes and the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 U.S.C. Sections 4301, et seq.

ARTICLE 15
JURY DUTY LEAVE

- 15.1 Any employee subpoenaed for court services, other than on a case in his/her own behalf, will be paid his/her straight time rate for each scheduled work day lost, and will not be required to forfeit any compensation received for jury service to KEYS. All 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.
- 15.2 Any three-shift or 12-hour shift employee subpoenaed for court service before working the night shift (12:00 MN – 8:00 a.m.; 7:00 p.m. – 7:00 a.m.; and 6:00 p.m. – 6:00 a.m.) may request Management to have him/her excused. If such a request is made, Management will contact the court and exert all reasonable efforts to have such employee excused. Employees who elect to serve and are not released earlier than 1:00 p.m. will be placed on Jury Duty Leave for the shift starting that evening.

ARTICLE 16
BEREAVEMENT LEAVE

- 16.1 For non-shift employees, up to three (3) days off with pay will be allowed for a death in the employee's immediate family. Up to two (2) days, additional travel time will be granted if necessary for a death outside of Monroe County.

For 12-hour shift employees, up to 24-hours off with pay will be allowed for a death in the employee's immediate family. The maximum time allowed for a death outside of Monroe County is 40-hours.

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.)

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

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

ARTICLE 17
UNION REPRESENTATION

- 17.1 KEYS agrees to recognize duly appointed Union stewards for the purpose of handling grievances that may arise during the term of this Agreement. Each steward shall be assigned to a specific group of employees and such assignment shall be posted on the appropriate bulletin board.

The number of stewards shall be kept to a reasonable number sufficient to represent the employees.

ARTICLE 17 (Continued)
UNION REPRESENTATION

- 17.2 KEYS agrees that the Union's authorized Union representatives shall be permitted to go on KEYS' premises for the transaction of Union business only after first obtaining permission from the management.
- 17.3 KEYS agrees to recognize a Grievance Committee as provided for in Article XXII for the purpose of representing the Union in the handling of grievances.
- 17.4 The Union agrees it will advise KEYS in writing the names of its elected local Union officers, its duly appointed stewards and its authorized business agent, and all changes that may occur, within thirty (30) working days of any changes.

ARTICLE 18
TIME OFF FOR UNION BUSINESS

- 18.1 KEYS agrees to allow brief absences without pay to any employee whose services are required for Union work, upon the advance request of the proper local Union Officer.
- 18.2 Local Union officers will be allowed time off with no loss of pay to attend meetings with KEYS' officials. The number of employees attending such meetings shall be limited to the number reasonably necessary to attend to the business at hand. The Union President and/or designee (2 members) may attend meetings, with no loss of pay, with International Representatives for arbitration cases and negotiations only. Pay for such meetings will not exceed eight (8) hours at the employee's straight time pay in any one day.
- 18.3 Union stewards will be allowed, when necessary, to investigate grievances on the job, by giving advance notice to his/her Supervisor.

ARTICLE 19
SAFETY AND HEALTH

- 19.1 Both KEYS and the Union recognize 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.
- 19.2 (a) 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.

ARTICLE 19(Continued)
SAFETY AND HEALTH

(b) 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.

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, employee's Supervisor and Department Director. Findings and recommendations shall be forwarded to the General Manager 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's refusal to submit to drug and/or alcohol testing in accordance with this section may result in disciplinary action taken against the employee up to and including dismissal.

(c) Power Plant Exposure:

KEYS agrees to provide to any employees, 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.

(d) 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.

ARTICLE 20
FILLING JOBS

20.1 All vacancies in job classifications in EXHIBIT "A" shall be filled through the Job Posting and Bidding procedures.

20.2 (a) Notice of such vacancies shall be posted on bulletin boards in the bargaining unit work locations as soon as possible after it is known that a vacancy exists. If a vacancy is not to be filled, the employees shall be notified within ten (10) working days by posting on the bulletin board in the bargaining unit work locations. Copies of all postings referred to in this paragraph shall be furnished to the Union at the time of posting.

ARTICLE 20 (Continued)
FILLING JOBS

- (c) Such job notices shall identify the job by classification, title and location, the date on which the job is to be filled and shall remain posted for a period of five (5) working days.
 - (c) Employees who wish to bid on a job must apply to the Human Resources Department during the five (5) working day application period.
- 20.3 Posted jobs shall be awarded in the following manner:
- (a) The Employer shall select the employee who the Employer determines to be the most qualified.
 - (b) If the Employer determines that two (2) employees are equally qualified, the job shall be awarded to the more senior employee.
 - (c) If no qualified employees bid on the vacancy, the Employer may fill the job from any available source. Employer shall consider top ranked, not qualified employee alongside all applicants from other sources and select the most qualified candidate.
 - (d) Qualified Bargaining Unit applicants will have priority over qualified Management applicants for Bargaining Unit positions only.
- 20.4 Employees selected to fill a vacancy pursuant to this Article will be placed on the job as noted on the posting.
- 20.5 Employees transferred to jobs outside the bargaining unit will retain but not accumulate additional seniority during such period of transfer, and in the event of return to the bargaining unit, their seniority shall apply in accordance with this Article.
- 20.6 Other conditions under which an employee shall lose seniority are:
- (a) Voluntary resignation.
 - (b) Discharge for Just Cause.
 - (c) Lay-off for a period of more than twelve (12) months.
 - (d) Retirement.

ARTICLE 21
LAYOFF AND RECALL

- 21.1 In the event the Employer determines that the number of unit employees and/or positions must be reduced, for any reason, employees will be laid-off according to seniority in their respective job classification (i.e., least senior employees laid-off first) provided that the employees retained must be immediately qualified to perform the work required within half of the layoff notification time allotted by the Worker Adjustment and Retraining Act. The Employer reserves the right to rescind and suspend the operation of the lay-off procedure to the extent it is necessary to retain "essential personnel". The determination of when it is necessary to retain essential personnel as well as which employees are "essential personnel" shall be made by the Manager in his/her sole and exclusive discretion.

ARTICLE 21 (Continued)
LAYOFF AND RECALL

- 21.2 Except as provided in Section 1, above, any employee covered by this Agreement who is affected by a reduction in force shall have the right to displace any employee with less seniority in any lower rated classification covered by this Agreement, provided that said employee is immediately qualified to perform the necessary services in that classification within half of the layoff notification time allotted by the Worker Adjustment and Retraining Act. When an employee elects to "bump" into a lower rated classification, said employee will be paid the rate of pay of that lower classification.
- 21.3 All laid-off employees shall have the right of first recall, according to seniority, for up to twelve (12) months after their lay-off occurs. If an employee is recalled into a position for which he/she is qualified, and refuses that position, the Employer is no longer obligated to offer the right of first recall to said employee.
- 21.4 Refer to "Worker Adjustment and Retraining Notification Act", (WARN) (20 CFR Part 639) regarding lay-off notice requirements.
- 21.5 An employee on lay-off status does not accrue seniority but does retain his/her accumulated seniority for twelve (12) months, or until recall, whichever occurs first. If recalled, the employee again begins to accrue seniority.
- 21.6 Laid-off employees shall be responsible to keep on file with KEYS the telephone number and address to which notifications to report to work are to be sent. On recall, KEYS will give not less than two (2) weeks' notice to the laid-off employees to report to work.

ARTICLE 22
GRIEVANCES AND ARBITRATION

- 22.1 Any dispute arising over the meaning, application, interpretation or alleged violation of the terms of this Agreement is defined as a grievance, and such grievance must be filed within fifteen (15) working days from the date on which the employee should have been reasonably aware of the violation. An earnest and sincere effort shall be made to adjust grievances under this Article in the simplest and most direct manner, and unless the following procedure or any part thereof is waived by mutual consent, the grievance shall be processed as follows:
- Step 1: The aggrieved employee or employees and/or the Union Steward shall verbally present the grievance to the immediate Supervisor. Discussion will be informal for the purpose of settling differences in the simplest and most direct manner. It is understood that no employee will leave his/her work for the purpose of discussing a grievance without first obtaining permission from his/her immediate Supervisor. Permission will be granted before the end of the workday, however. The Supervisor shall reach a decision and communicate it orally to the employee and the Union Steward by the end of the fifth following workday.
- Step 2: If the grievance is not settled at the first step, the employee or the Union Steward, within five (5) working days, not counting the day the first step answer is received, shall reduce the grievance to writing on a form provided by the Union, identifying the grieving employee or employees, a brief description of the problem, and/or the article(s) alleged to have been violated, and desired restitution. Such form should then

ARTICLE 22 (Continued)
GRIEVANCES AND ARBITRATION

be presented to the Human Resources Director. As soon as possible thereafter, but within five (5) working days, the Department Director shall meet with the Union Steward and the Local Union President or his/her designee to resolve the grievance. The aggrieved employee or employees may attend this meeting. The Department Director shall notify in writing, the employee or employees and the Local Union President within five (5) working days of his/her decision.

- Step 3: If the grievance is not settled at the second step, the employee or employees and/or the Union may, within five (5) working days after receipt of the second step answer, present the written grievance to the Manager or his/her designee of KEYS. The Manager or his/her authorized representative shall meet with the Local Union President (1) and a Union official (1), within five (5), of receipt of the grievance, and within five (5) working days from the date of this meeting, the Manager shall communicate his/her answer, in writing, to the Local Union President. An International Representative of the Union may also be present in this step, if requested by the Local Union.
- 22.2 Should the Company fail to answer a grievance within the time limit specified, it is understood that the grievance has been denied and that it may be appealed by the Union to the next step.
- 22.3 Upon request, the Union Stewards shall be excused at no loss of pay to settle grievances that arise in their respective jurisdictions. It is understood that because of service requirements, the Stewards may not always be released immediately, but the releasing shall not unreasonably be withheld.
- 22.4 When a grievant and employees acting as members of the Union's Grievance Committee discuss grievances with the Employer representatives during their working hours, they shall do so without loss of pay, but an employee shall not be paid for any time devoted to such discussion except for time falling within the employee's regular scheduled working hours.
- 22.5 In the event that a grievance processed through the grievance procedure has not been resolved at STEP 3 above, the Union may submit grievances to arbitration within thirty-one (31) calendar days after receipt of the Manager's response, or, if no response is made, within thirty-one (31) calendar days after the Manager's response was due. The arbitrator may be any impartial person mutually agreed upon by the parties. However, in the event the parties are unable to agree upon said impartial arbitrator, the parties shall jointly request the Federal Mediation and Conciliation Service to furnish a panel of seven (7) names from which each party shall have the option of striking three (3) names in alternating fashion, thus leaving the seventh (7th) which will give a neutral or impartial arbitrator. Either party may request that a new list be submitted by the Federal Mediation and Conciliation Service.
- 22.6 Any of the time limits specified in Section 22.3 or 22.4 may be waived or extended by the mutually written agreement of the parties.
- 22.7 The Employer and the Union shall mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the arbitrator, thereafter,

ARTICLE 22 (Continued)
GRIEVANCES AND ARBITRATION

shall confine his/her decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator will confine his/her consideration and determination to the issue identified in the grievance presented in STEP 2 of the grievance procedure, as well as any defenses raised by the Employer. The arbitrator shall have no authority to change, amend, add to, subtract from or otherwise alter or supplement this Agreement of any part thereof or amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Article, except to the extent as specifically provided herein.

- 22.8 (a) The arbitrator will hear the case as soon as possible, and consider such evidence and testimony as may be relevant and material, and shall, as promptly as possible, after closing the hearing, but within thirty (30) days, reach and prepare a written decision, which shall be final and binding on all parties involved.
- (b) The arbitrator shall have no power to alter, amend or annul any provision of this Agreement. The arbitrator shall be confined to the issues presented in the case under consideration.
- 22.9 Each party shall bear the expense of its own witnesses and of its own representatives for the purpose of the arbitration hearing. The arbitrator's fee and related expenses, and expenses of obtaining a hearing room, if any, shall be equally divided between the parties. Any person desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share such cost.
- 22.10 Probationary employees shall have no right to utilize this grievance/arbitration procedure for any matter concerning discharge, suspension or other discipline.
- 22.11 The Union shall not be required to process grievances for employees who are not members of the Union.

ARTICLE 23
NO STRIKE - NO LOCKOUT

- 23.1 The Union agrees that it will not call, authorize, or sanction any strike, walkout, slowdown, or any other suspension of work by the employees during the life of this Agreement, and KEYS agrees that there will be no lockout. The employer agrees, on its part, to do nothing to intentionally provoke interruption of, or prevent such continuity of performance of said employees, insofar as such performance is required in the normal and useful operations of management's properties.
- 23.2 The Union agrees that the Employer shall retain the right to discharge or otherwise discipline some or all of the employees participating in the activities enumerated in paragraph one (1) above. Any discharge or discipline imposed under this Article will be subject to the grievance/arbitration procedure of this Agreement.

ARTICLE 23 (Continued)
NO STRIKE - NO LOCKOUT

- 23.3 It is understood and agreed that, in the event of any violation of this Article, the Employer shall be entitled to seek and obtain legal and/or equitable relief in any court of competent jurisdiction.
- 23.4 For the purpose of this Article, it is agreed that the Union shall be responsible and liable for any act(s) committed by its officers, agents and/or representatives, which act(s) constitute(s) a violation of State laws or provisions herein.

ARTICLE 24
NON-DISCRIMINATION

- 24.1 It is mutually agreed that no person or employee will be discriminated against by either the Employer or the Union 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.

ARTICLE 25
BULLETIN BOARDS

- 25.1 KEYS shall provide bulletin board space for the use of the Union for the posting of notices of meetings, bulletins and other Union matters. The Union agrees that the bulletin board space so provided shall not be used for the posting of political material or propaganda or anything derogatory to KEYS, its management, its employees, or its customers.

ARTICLE 26
TRAINING

- 26.1 Both KEYS and the Union recognize the need for an adequate training program for the development of qualified journeymen needed in KEYS and agree to the establishment of a joint KEYS and Union Training Committee for the purpose of formulating, developing, instituting and administering such a training program.
- 26.2 The Training Committee shall consist of an agreed upon number of members, one-half being selected by KEYS, and one-half by the Union.
- 26.3 The Committee, in the administration of the training program, shall periodically evaluate each employee's progress or lack of progress and shall report regularly all matters pertaining to the program and employees to both KEYS and the Union with recommendations.
- 26.4 The Employee and Supervisor shall be responsible for scheduling to appear before the Training Committee.
- 26.5 Reimbursement or payment for meals in connection with KEYS' authorized travel will be in accordance with KEYS' travel regulations and applicable Florida Statutes. An employee traveling on company business must abide by the KEYS' Travel Policy.

ARTICLE 27
DISCIPLINARY ACTION AND DISCHARGE

- 27.1 An employee who is required to attend a meeting in which disciplinary action will be taken against him/her will be given sufficient advance notice so he/she can have his/her Steward or appropriate Local Union representative present. No advance notice will be required where the employee is simply notified of a "Letter of Reprimand".
- 27.2 Employees will be given a copy of all disciplinary action, which is put into their personnel files. When eighteen (18) months have elapsed from a verbal and/or written reprimand, and where the employee has not been charged with the same or similar offense, said reprimand(s) will not be used as the basis for future discipline.
- 27.3 No employee can be suspended without pay or discharged without first being given specific reason, in writing, for such suspension or discharge. A copy of such discharge or suspension notice shall be furnished to the Union immediately thereafter. In circumstances where time does not allow, the Employer may suspend an employee without pay or discharge an employee without putting the reason in writing before such action is taken. However, in such circumstances, the employee shall be provided a written reason as soon as possible immediately after the suspension/discharge.
- 27.4 Any Union employee receiving any form of disciplinary action shall have the right to challenge such action through the grievance procedure.
- 27.5 Disciplinary action and discharge shall be for just cause.

ARTICLE 28
LONGEVITY PAY

Each employee covered by this Agreement shall be entitled to a longevity payment annually in accordance to the following schedule:

YEARS OF REGULAR, FULL TIME EMPLOYMENT AS OF DEC. 31	LONGEVITY PAYMENT
1 Year of Service but less than 5 Years	\$1300
5 Years of Service, but less than 10 Years	\$2200
10 Years of Service, but less than 15 Years	\$2500
15 Years of Service, but less than 20 Years	\$2800
20 Years of Service, but less than 25 Years	\$3000
25 Years of Service, but less than 30 Years	\$3500
30 Years of Service and over	\$3800

The longevity payment will be distributed on December 1st 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 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.

ARTICLE 29

DURATION

29.1 This agreement, upon approval and ratification shall be in full force and effect for the period of May 1, 2024, through April 30, 2027, and shall continue thereafter in full force and effect unless not later than ninety (90) days prior to the termination date above, or any anniversary date thereof, either party gives notice to the other party in writing of its desire to amend, add to, or modify this agreement. After receipt of said notice, negotiations shall commence as soon as possible, but not later than sixty (60) days before the anniversary of this Agreement, or any renewal thereof, and if such negotiations are not completed within thirty (30) days prior to the anniversary date, all issues shall be handled in accordance with the provisions of Section 447.012, Florida Statutes.

29.2 Wage increases for the contract term are as follows:

YEAR	WAGE INCREASE
May 1, 2024 – April 30, 2025	10%*
May 1, 2025 – April 30, 2026	CPI (All items less food and energy) for Miami/Ft. Lauderdale, FL as of 12-months ending February 2025, or 4.5% if CPI is less than 4.5%, or, 7.0% if CPI is greater than 7.0%.
May 1, 2026 – April 30, 2027	CPI (All items less food and energy) for Miami/Ft. Lauderdale, FL as of 12-months ending February 2026, or 4.5% if CPI is less than 4.5%, or, 7.0% if CPI is greater than 7.0%.

*Additionally, the following positions' base rates will be adjusted as follows for year one only:

Accounting Representative	Previously frozen position - will be brought up to \$29.53/hr, plus 10% increase
Auto Diesel Technician	Previously frozen position - will be brought up to \$37.14/hr, plus 10% increase
Collections Representative	Previously frozen position - will be brought up to \$30.58/hr, plus 10% increase
CSR II	Add \$.75 to previous base pay amount of \$27.60/hr, plus 10% increase
CSR III	Previously frozen position - will be brought up to \$32.57/hr, plus 10% increase
Maintenance Person	Increase base rate to \$38.71/hr, no across the board increase. Lump sum of \$3109.60 payable on May 1, 2024.
Storekeeper	Previously frozen position - will be brought up to \$33.55/hr, plus 10% increase
Tree Trimmer	Previously frozen position - will be brought up to \$34.28/hr, plus 10% increase
Operator/Generation Engineering Technician	Bring to \$47.00/hr, plus 10% increase
SCADA/Relay Technician	Bring to \$50.00/hr, no across the board increase

ARTICLE 30
GUIDELINES FOR APPLICATION OF PAY RANGES

30.1 SHIFT DIFFERENTIAL

The classifications are designed as shift by the letter (s). Shift employees will be paid a shift differential. If fifty percent (50%) or more of such employees' working hours fall between the hours of 4:00 p.m. and 12:00 midnight, he/she shall receive a shift differential of \$0.40 per hour for all hours worked on such shift. If fifty percent (50%) or more of such employees' working hours fall between the hours of 12:00 midnight and 8:00 a.m., he/she shall receive a shift differential of \$0.60 per hour for all hours worked on such shift.

30.2 GENERAL PHILOSOPHY

Ranges within the job classification are defined by the steps; progression through steps is based on time in position and skill level.

30.3 IMPLEMENTATION OF PLAN

No employee's rate would be reduced to come within a range. Those already above the range for their position will not be eligible for increases. It is emphasized that to do so would defeat the intent of the plan to provide essentially equal pay for essentially equal work.

30.4 APPLICATION OF STEPS

Hiring qualified candidates for employment in a classification would normally be assigned the rate of Step 1 of the grade to which the position is assigned. Usually, well-qualified candidates, i.e., those with five or more years of experience in the same or directly related work could be employed at Step 2 and advance to Step 3 at the completion of the probationary period.

30.5 ADVANCEMENT THROUGH STEPS (EXCEPT APPRENTICES)

For probationary employees moving along the line of progression, the end of the probationary period would qualify this employee to be advanced to the next higher Step of the pay grade at the time of the permanent status. For those employees starting at Step 1, advancement to Step 2 would be on completion of the probationary period, and advancement to Step 3 would be on the first anniversary of the hiring.

For probationary employees transferring outside the line of progression, upon successful completion of the probationary period would qualify this employee to be advanced to the next higher step of the pay grade. For those employees starting at Step 1, advancement to Step 2 would be on the completion of the 6-month probationary period, and advancement to Step 3 would be on the first anniversary of the hiring.

ARTICLE 30 (Continued)
GUIDELINES FOR APPLICATION OF PAY RANGES

30.6 PROMOTIONS AND TEMPORARY ASSIGNMENTS (EXCEPT APPRENTICES)

Promoted employees and Temporary Assignments would advance to the step of the new position's range which provides an increase of at least five (5%) or to the minimum of that range. However, no employee shall exceed the maximum step in the new position's pay range. One month after receiving notification that the employee had been awarded a new position, said employee will receive the new rate of pay. Should said employee be paid the higher rate of pay and then rescinds his/her promotion, said employee will be responsible for restitution to KEYS said differential pay for all hours worked within a reasonable amount of time. In the case of a promotion (advancement along the line of progression), the time interval between Steps will be 6-months.

30.7 APPRENTICESHIP PROGRAM

Qualified candidates selected for employment in any apprentice job classification shall be assigned the starting rate for that apprentice job classification. Normally employees will start at step 1 and upon successful completion of the initial six-month probationary period, advance to step 2. Advancement to step 3 should be six months later or upon successful completion of the first year of the apprentice program and each successive step thereafter should occur, upon successful completion of the next full year of the required training program, and will be effective on the date that a recommendation for advancement is made by the Department Director and/or Supervisor and subsequently approved by the KEYS' Training Committee.

Advancement to Journeyman Level: Upon successful completion of the entire apprenticeship program, as noted in a memorandum from the Department Director and/or Supervisor to the KEYS' Training Committee, said employee will be promoted to the journey level job classification and will then be placed in the top step of the pay range for the journey level job classification, effective on the date of the Director's memorandum and subsequently approved by the KEYS' Training Committee.

In the event an employee fails to complete an apprenticeship program said employee forfeits rights afforded in Article 20.3 (d).

ARTICLE 31
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ARTICLE 32
RULES AND REGULATIONS

- 32.1 It is agreed and understood that the Employer has Rules and Regulations governing employment. The Union agrees, that consistent with Article III, said Rules and Regulations shall be formulated, amended, revised and implemented in the sole and exclusive discretion of the Employer, provided, however, that said new, amended, revised and implemented rule or regulation will neither be arbitrary or capricious nor will it be in conflict with the provisions of this Agreement. In the event that the Union grieves the Employer's implementation of a rule or regulation, the arbitrator shall only have the authority to determine whether such rule or regulation was arbitrary or capricious, the rule or regulation shall be referred back to the Employer. The Employer shall then either implement a new rule/regulation or abandon the rule/regulation.
- 32.2 The Employer shall provide a copy of any newly proposed rule or regulation, as well as any proposed amendment or revision to a rule or regulation to the Union. Said rules or regulations will be provided prior to their effective date. As provided in paragraph one (1), above, the Rules and Regulations will be formulated, amended, revised and implemented in the sole and exclusive discretion of the Employer. However, the Union may submit a written request to bargain over the impact of the new and/or revised rule or regulation within fifteen (15) working days from receipt of the proposed rule or regulation. The Employer agrees that it will immediately participate in requested impact bargaining, provided that the effective date of the new and/or revised rule or regulation will not be delayed until after the completion of impact bargaining. Failure of the Union to request impact bargaining within said fifteen (15) working days shall constitute a waiver.

ARTICLE 33
DRUG FREE WORKPLACE POLICY

- 33.1 Refer to KEYS' Rules and Regulations Handbook for policy.

ARTICLE 34
INTENTIONALLY LEFT BLANK

ARTICLE 35
EMERGENCIES

- 35.1 If the Manager of KEYS determines that emergency conditions exist, the provisions of this Agreement may be suspended by the Manager during the time of the emergency. Any provisions so suspended will be reinstated at the end of the emergency. The provisions covering wages shall not be suspended. An emergency is a temporary condition that includes civil disorders jeopardizing the System, hurricane conditions or similar catastrophes.
- 35.2 The Manager shall notify the Union and the employees immediately upon determining that an emergency exists, the nature of the emergency and, to the extent possible, the length of time the emergency condition is expected to continue.

ARTICLE 36
ESTABLISHING AND/OR REVISING JOBS

- 36.1 As provided in Article III, the Employer, in its sole and exclusive discretion, may (among other rights) decide to change the job duties of an existing job classification, create new classifications and/or merge existing job classifications into a new classification. When the Employer chooses to exercise these rights, it may unilaterally establish the job classification(s), create and implement a job description (subject to the approval of the Training Committee of that part of the job description covering qualifications), select employees to fill said position(s) (subject to the Job Filling Article) and establish appropriate wages (subject to the Union's right to bargain over wages) and working conditions.

All job descriptions will be reviewed on an annual basis to ensure that all components are current.

All job description updates will be made annually, by December 31st of each year, except when otherwise necessitated by unforeseeable circumstances.

- 36.2 If the Employer excludes classifications from the bargaining unit, the Union may petition the Public Employees Relations Commission for unit clarification.

ARTICLE 37
EMPLOYEE AND UNION COOPERATION

- 37.1 The Union agrees that it and all of its members will at all times, both individually and collectively work in the Employer's best interest and further will perform efficient work and put forth their best effort toward obtaining lowest possible operating costs to protect the properties and serve the best interest of KEYS.

ARTICLE 38
PROBATION

- 38.1 The probationary period shall be regarded as an integral part of the employment process. It shall be utilized for securing the most effective adjustment for newly hired employees and employees who are promoted or reclassified; and for closely observing the employee's work, and for "separating" employees, whose performance does not meet required standards.
- 38.2 The 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 be removed from probation, 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.

ARTICLE 38 (Continued)
PROBATION

- 38.3 A newly hired employee and an employee placed on disciplinary probation 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).
- 38.4 Further, a newly hired employee will not be covered by the terms of this Agreement, except for Articles 5, 6, 7, 8, 9, 10.1, 10.2, 10.5, 10.14, 11, 12.1, 12.2, 12.4, 12.6, 13, 14, 15, 19, 20.1, 20.2, 20.3 (a), 20.3 (c), 20.4, 23, 24, 26, 32, 33, 35 and 38. Any employees in their new hire probationary period shall accrue sick and vacation leave from the date of hire but shall not be eligible to use any sick leave or to use or be compensated in any way for vacation leave until the newly hired employee successfully completes the probationary period and becomes a regular employee.
- 38.5 A regular employee who is promoted or reclassified shall be placed on a temporary probationary period for six (6) months. This temporary period is in order to determine whether or not such employee can satisfactorily perform the duties and accomplish the work in the position to which the employee has been promoted or reclassified. The probationary period will be six (6) months of continuous employment. However, the Employer may extend an employee's probationary period for up to an additional six (6) months of continued employment if employee does not satisfactorily meet new position expectations. 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 removed from probation, 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. Any absences may extend the temporary probation for the same amount of time. A regular employee who transfers into a new position may be subject to monthly performance evaluations as per KEYS' Rules & Regulations policy.

ARTICLE 39
COMPENSATORY LEAVE

- 39.1 Employees may convert up to fifty-four (54) overtime hours for a maximum of eighty-one (81) straight-time equivalent hours in a contract year into compensatory leave. Converting compensatory time will be solely at the discretion of the employee by submitting the required documentation to their Supervisor. (Example of compensatory conversion: 1-hour overtime equals 1.5 hours compensatory leave.) Employees must convert a minimum of two (2) hours per pay period and must be in whole hour increments. All compensatory leave must be taken within the contract year or it will be paid out. Granting compensatory leave cannot unduly disrupt departmental operations.

ARTICLE 40
EMPLOYEE REST TIME POLICY

Purpose:

The purpose of this Employee Rest Time Policy is to provide employees and supervisors with guidelines, which will be used in determining eligibility for Rest Time Pay. To maintain a safe and productive working environment, KEYS recognizes that rest times are important.

The rest time pay benefit in this policy is applicable to situations involving routine unscheduled/unplanned trouble calls and preplanned work assignments. It is not applicable to declared emergencies whether inside or outside of regularly scheduled work hours. This policy does not limit KEYS' right to schedule and/or reschedule employees in accordance with business necessity.

An employee required to continue working past the normal completion time of his/her scheduled shift or who is called back to work without having eight (8) consecutive hours off may be granted, up to eight (8) consecutive hours off, some of which may be paid time off ("paid rest time"), following these guidelines, between the time the employee is released from work and prior to reporting for the next work period. All paid rest time must be pre-approved at the Department Director's (or designee's) discretion for each circumstance on a case-by-case basis. The following guidelines will be used by the Department Director (or designee) when applying his/her discretion in determining the amount of paid rest time that may be approved, up to eight (8) hours, for affected employees:

Guidelines:

- Paid rest time will not be granted in any case to an employee who has had at least eight hours off before the start of a normal scheduled shift.
- Paid rest time will not be granted in any case to an employee for work associated with a callout that occurs within three (3) hours of reporting to normal scheduled shift. In such cases, the employee is expected to work until the completion of his/her normal shift.
- To be eligible for paid rest time, an employee must work at least three (3) consecutive hours of extra duty during the eight (8) hour period before the start time of his/her normal scheduled shift in order to be eligible for up to four (4) hours of paid rest time. An employee who works at least five (5) consecutive hours of extra duty during the eight (8) hour period before the start time of his/her normal scheduled shift may be paid up to eight (8) hours of paid rest time, depending upon the number of hours actually worked. Employees who were on paid standby and who are approved for more than four (4) hours of paid rest time shall not forfeit their standby pay.
- Eligibility for paid rest time will be determined in the discretion of the Department Director (or designee) for work performed in non-consecutive or intermittent call outs or for work taking less than three (3) consecutive hours.
- The employee must obtain pre-approval from the Department Director (or designee) for the amount of paid rest time in each case. This will ensure that the Department is aware of scheduling issues and options and possible conflicts.
- When paid rest time is approved to cover time during an employee's normally scheduled work shift, the employee will be paid full pay on an "hour-for-hour" basis for up to eight (8) hours that the employee is absent on such approved paid rest time during his/her next regular scheduled shift.
- For the purposes of calculating overtime pay eligibility, normally scheduled shift hours that are substituted for properly approved "paid rest time" hours will be considered hours worked.

ARTICLE 41
MUTUAL AID

When KEYS receives a request for Mutual Aid storm assistance, the General Manager & CEO will have sole authority to determine whether or not KEYS will respond and how many crews will be provided.

- 41.1 Any employee engaged in storm mutual aid will be paid at a rate of one and one half (1.5) times their current hourly rate for all hours actually worked, inclusive of travel. Any employee engaged in storm mutual aid on a Sunday will be paid at a rate of two (2) times their current hourly rate for all hours actually worked, inclusive of travel.
- 41.2 Any employee engaged in Mutual Aid storm assistance on a KEYS' holiday as outlined in Article 11 of the CBA, will be paid at a rate of two and one half (2.5) times the employees current hourly rate for the first eight (8) hours worked, and two (2) times the employees current hourly rate for additional hours worked beyond the initial eight (8) hours. Employees will not be afforded a replacement holiday as outlined in Article 11 of the CBA.
- 41.3 Employees engaged in Mutual Aid storm assistance may not convert Mutual Aid hours to compensatory leave as outlined in Article 39 of the CBA.
- 41.4 Any employee engaged in Mutual Aid storm assistance will receive per diem at the current Fiscal Year per diem rate for the destination for Meals & Incidentals (M&IE) according to the United States General Services Administration (GSA) rate.

EXHIBIT "A"

EXHIBIT A Bargaining Unit Pay Scale Effective May 1, 2024-April 30, 2025						
Job Title	Step 1	Step 2	Step 3	Start of 3rd Year Step 4	Start of 4th Year Step 5	Lump Sum May 1
Accounting Representative	\$26.20	\$29.34	\$32.48			N/A
Apprentice Auto Mechanic	\$26.10	\$29.23	\$32.36	\$34.14	\$36.02	N/A
Apprentice Engineering Field Representative	\$35.20	\$39.42	\$43.65			N/A
Apprentice I&E Tech/Operator Level I (12-hour S)	\$31.81	\$35.63	\$39.45	\$41.62	\$43.90	N/A
Apprentice I&E Tech/Operator Level II (12-hour S)	\$40.19	\$45.01	\$49.83			N/A
Apprentice Lineman	\$31.54	\$35.32	\$39.11	\$41.26	\$43.52	N/A
Apprentice Maintenance Person	\$25.96	\$29.07	\$32.19	\$33.96	\$35.82	N/A
Apprentice Meter Service Technician	\$28.61	\$32.04	\$35.48			N/A
Apprentice Operator Maintainer (12-hour S)	\$30.81	\$34.51	\$38.20	\$40.30	\$42.52	N/A
Apprentice Power System Coordinator (12-hour S)	\$39.11	\$43.81	\$48.50			N/A
Apprentice Storekeeper	\$25.07	\$28.08	\$31.09			N/A
Apprentice Substation Electrician	\$31.81	\$35.63	\$39.45	\$41.62	\$43.90	N/A
Apprentice Tree Trimmer	\$26.52	\$29.71	\$32.89			N/A
Auto Diesel Vehicle Technician	\$32.95	\$36.90	\$40.85			N/A
Buyer Inventory Analyst	\$32.64	\$36.55	\$40.47			N/A
Collections Representative	\$27.13	\$30.38	\$33.64			N/A
Courier*			\$26.03			N/A
Customer Service Leader	\$29.50	\$33.05	\$36.59			N/A
Customer Service Representative I	\$22.90	\$25.64	\$28.39			N/A
Customer Service Representative II	\$25.15	\$28.17	\$31.19			N/A
Customer Service Representative III	\$28.89	\$32.36	\$35.83			N/A
Engineering Field Representative	\$39.11	\$43.81	\$48.50			N/A
Fleets Leader	\$37.08	\$41.53	\$45.98			N/A
General Helper/Courier	\$20.08	\$22.48	\$24.89			N/A
GIS / Autocad Operator	\$39.11	\$43.81	\$48.50			N/A
I&E Technician/Operator (12-hour S)	\$44.38	\$49.71	\$55.03			N/A
Journey Lineman	\$45.19	\$50.61	\$56.03			N/A
Line Leader	\$49.26	\$55.17	\$61.08			N/A
Maintenance Leader Facilities	\$36.52	\$40.90	\$45.29			N/A
Maintenance Person	\$31.22	\$34.96	\$38.71			\$3,109.60
Meter Service Office Representative	\$32.65	\$36.56	\$40.48			N/A
Meter Service Technician	\$31.88	\$35.71	\$39.53			N/A
Meter Services Leader	\$35.71	\$40.00	\$44.29			N/A
Operator/Generation Engineering Technician (12-hour S)	\$41.69	\$46.70	\$51.70			N/A
Operator / Maintainer (12-hour S)	\$38.42	\$43.03	\$47.64			N/A
Operator / Maintainer Leader (12-hour S)	\$43.43	\$48.64	\$53.86			N/A
Power System Coordinator (12-hour S)	\$43.60	\$48.83	\$54.07			N/A
Power System Coordinator (NERC) (12-hour S)	\$44.50	\$49.84	\$55.18			N/A
Receptionist	\$20.22	\$22.64	\$25.07			N/A
SCADA/Relay Technician	\$40.32	\$45.16	\$50.00			N/A
Storekeeper	\$29.76	\$33.33	\$36.91			N/A
Substation Electrical Leader	\$47.62	\$53.33	\$59.05			N/A
Substation Electrician	\$44.38	\$49.71	\$55.03			N/A
Tree Trimmer	\$30.41	\$34.06	\$37.71			N/A
*Courier position will be removed from pay scale once incumbent vacates position.						
Positions denoted with (12-hour S) designate a 12-hour shift employee who will, or may at times, work a 12-hour shift (2-shift changes per 24-hours period) schedule as outlines in Article 7.3 (e).						

EXHIBIT "B"

GUIDELINES FOR OVERTIME PAYMENT"

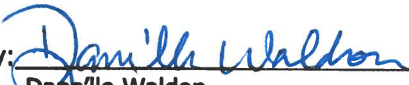
LEAVE TYPE	LEAVE TAKEN BEFORE OR AFTER OT	OT PLANNED OR UNPLANNED	PAYMENT TYPE
Annual Leave with 5 day notice	Regardless	Regardless	Premium Pay
Annual Leave without 5 day notice	Before	Planned	Regular Adjustment
Annual Leave without 5 day notice	Before	Unplanned	Regular Adjustment
Annual Leave without 5 day notice	After	Planned	Regular Adjustment
Annual Leave without 5 day notice	After	Unplanned	Regular Adjustment
Jury Duty	Regardless	Regardless	Premium Pay
Worker's Comp	Regardless	Regardless	Premium Pay
Family Death	Regardless	Regardless	Premium Pay
Sick Leave w/Dr. Note	Before	Planned	Channels *Emergenices (Common Illness excluded)
Sick Leave w/Dr. Note	Before	Unplanned	Premium Pay
Sick Leave w/Dr. Note	After	Planned	Channels *(Common Illness excluded)
Sick Leave w/Dr. Note	After	Unplanned	Channels *(Common Illness excluded)
Sick Leave without Dr. Note	Before	Planned	Regular Adjustment
Sick Leave without Dr. Note	Before	Unplanned	Regular Adjustment
Sick Leave without Dr. Note	After	Planned	Regular Adjustment
Sick Leave without Dr. Note	After	Unplanned	Regular Adjustment
Sick Leave used for Dr. Appt with 10 day notice	Before	Planned	Premium Pay **Unless Supervisor Planned OT before Employee gave Notice**.
Sick Leave used for Dr. Appt with 10 day notice	Before	Unplanned	Premium Pay
Sick Leave used for Dr. Appt with 10 day notice	After	Planned	Premium Pay **Unless Supervisor Planned OT before Employee gave Notice**.
Sick Leave used for Dr. Appt with 10 day notice	After	Unplanned	Premium Pay
Sick Leave used for Dr. Appt with less than 10 day notice	Before	Planned	Channels *(Common Illness excluded)
Sick Leave used for Dr. Appt with less than 10 day notice	Before	Unplanned	Premium Pay
Sick Leave used for Dr. Appt with less than 10 day notice	After	Planned	Regular Adjustment
Sick Leave used for Dr. Appt with less than 10 day notice	After	Unplanned	Channels *(Common Illness excluded)
Sick Leave used for Family Illness	Before	Planned	Channels
Sick Leave used for Family Illness	Before	Unplanned	Channels
Sick Leave used for Family Illness	After	Planned	Channels
Sick Leave used for Family Illness	After	Unplanned	Channels

Employees responsibility for bringing overtime issues up to his/her Supervisor within the same pay period.)

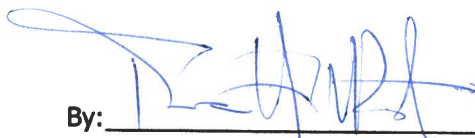
IN WITNESS WHEREOF, The Utility Board of the City of Key West, Florida "Keys Energy Services" and the International Brotherhood of Electrical Workers "Local Union 1990", have each caused these present to be executed in their names on behalf of their proper officials hereunto duly authorized this 27th day of March, 2024.

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL UNION 1990

By: 
Frankie Webb Holtkamp
President – Local Union 1990

By: 
Dane'lle Waldon
Vice President – Local Union 1990

UTILITY BOARD OF THE CITY OF KEY WEST
"KEYS ENERGY SERVICES"

By: 
Timothy Root
Utility Board Chair

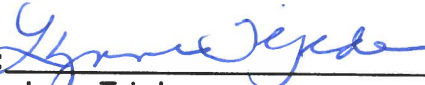
By: 
Lynne Tejeda
Secretary – Utility Board

EXHIBIT A
Bargaining Unit Pay Scale
Effective May 1, 2025-April 30, 2026

Job Title	Step 1	Step 2	Step 3	Start of 3rd Year Step 4	Start of 4th Year Step 5
Accounting Representative	\$27.37	\$30.66	\$33.94		
Apprentice Auto Mechanic	\$27.27	\$30.54	\$33.82	\$35.68	\$37.64
Apprentice Engineering Field Representative	\$36.79	\$41.20	\$45.61		
Apprentice I&E Tech/Operator Level I (12-hour S)	\$33.25	\$37.24	\$41.23	\$43.49	\$45.88
Apprentice I&E Tech/Operator Level II (12-hour S)	\$41.99	\$47.03	\$52.07		
Apprentice Lineman	\$32.96	\$36.91	\$40.87	\$43.12	\$45.49
Apprentice Maintenance Person	\$27.13	\$30.38	\$33.64	\$35.49	\$37.44
Apprentice Meter Service Technician	\$29.90	\$33.49	\$37.08		
Apprentice Operator Maintainer (12-hour S)	\$32.19	\$36.06	\$39.92	\$42.11	\$44.43
Apprentice Power System Coordinator (12-hour S)	\$40.87	\$45.78	\$50.68		
Apprentice Storekeeper	\$26.20	\$29.34	\$32.49		
Apprentice Substation Electrician	\$33.25	\$37.24	\$41.23	\$43.49	\$45.88
Apprentice Tree Trimmer	\$27.72	\$31.04	\$34.37		
Auto Diesel Vehicle Technician	\$34.43	\$38.56	\$42.69		
Buyer Inventory Analyst	\$34.11	\$38.20	\$42.29		
Collections Representative	\$28.35	\$31.75	\$35.15		
Courier			\$27.20		
Customer Service Leader	\$30.84	\$34.54	\$38.24		
Customer Service Representative I	\$23.93	\$26.80	\$29.67		
Customer Service Representative II	\$26.29	\$29.44	\$32.59		
Customer Service Representative III	\$30.20	\$33.82	\$37.44		
Engineering Field Representative	\$40.87	\$45.78	\$50.68		
Fleets Leader	\$38.75	\$43.40	\$48.05		
General Helper/Courier	\$20.98	\$23.49	\$26.01		
GIS / Autocad Operator	\$40.87	\$45.78	\$50.68		
I&E Technician/Operator (12-hour S)	\$46.38	\$51.94	\$57.51		
Journey Lineman	\$47.22	\$52.89	\$58.55		
Line Leader	\$51.47	\$57.65	\$63.83		
Maintenance Leader Facilities	\$38.17	\$42.75	\$47.33		
Maintenance Person	\$32.62	\$36.54	\$40.45		
Meter Service Office Representative	\$34.11	\$38.21	\$42.30		
Meter Service Technician	\$33.31	\$37.31	\$41.31		
Meter Services Leader	\$37.33	\$41.80	\$46.28		
Operator / Generation Engineering Technician (12-hour S)	\$43.57	\$48.80	\$54.03		
Operator / Inventory Technician (12-hour S)	\$41.83	\$46.85	\$51.87		
Operator / Maintainer (12-hour S)	\$40.15	\$44.97	\$49.78		
Operator / Maintainer Leader (12-hour S)	\$45.39	\$50.84	\$56.28		
Power System Coordinator (12-hour S)	\$45.57	\$51.04	\$56.50		
Power System Coordinator (NERC) (12-hour S)	\$46.50	\$52.08	\$57.66		
Receptionist	\$21.13	\$23.66	\$26.20		
SCADA/Relay Technician	\$42.14	\$47.19	\$52.25		
Storekeeper	\$31.11	\$34.84	\$38.57		
Substation Electrical Leader	\$49.76	\$55.74	\$61.71		
Substation Electrician	\$46.38	\$51.94	\$57.51		
Tree Trimmer	\$31.78	\$35.59	\$39.41		

*Courier position will be removed from pay scale once incumbent vacates position

EXHIBIT A
Bargaining Unit Pay Scale
Effective May 1, 2026 - April 30, 2027

Job Title	Step 1	Step 2	Step 3	Start of	Start of
				3rd Year	4th Year
				Step 4	Step 5
Accounting Representative	\$28.60	\$32.03	\$35.47		
Apprentice Auto Mechanic	\$28.50	\$31.92	\$35.34	\$37.29	\$39.34
Apprentice Engineering Field Representative	\$38.44	\$43.05	\$47.66		
Apprentice I&E Tech/Operator Level I (12-hour S)	\$34.75	\$38.92	\$43.09	\$45.46	\$47.96
Apprentice I&E Tech/Operator Level II (12-hour S)	\$43.88	\$49.15	\$54.41		
Apprentice Lineman	\$34.44	\$38.58	\$42.71	\$45.06	\$47.54
Apprentice Maintenance Person	\$28.35	\$31.75	\$35.15	\$37.09	\$39.13
Apprentice Meter Service Technician	\$31.25	\$35.00	\$38.75		
Apprentice Operator Maintainer (12-hour S)	\$33.64	\$37.68	\$41.72	\$44.01	\$46.43
Apprentice Power System Coordinator (12-hour S)	\$42.71	\$47.84	\$52.96		
Apprentice Storekeeper	\$27.38	\$30.67	\$33.95		
Apprentice Substation Electrician	\$34.75	\$38.92	\$43.09	\$45.46	\$47.96
Apprentice Tree Trimmer	\$28.97	\$32.44	\$35.92		
Auto Diesel Vehicle Technician	\$35.98	\$40.29	\$44.61		
Buyer Inventory Analyst	\$35.64	\$39.92	\$44.19		
Collections Representative	\$29.62	\$33.18	\$36.73		
Courier*			\$28.42		
Customer Service Leader	\$32.23	\$36.09	\$39.96		
Customer Service Representative I	\$25.00	\$28.00	\$31.01		
Customer Service Representative II	\$27.46	\$30.76	\$34.06		
Customer Service Representative III	\$31.55	\$35.34	\$39.12		
Engineering Field Representative	\$42.71	\$47.84	\$52.96		
Fleets Leader	\$40.49	\$45.35	\$50.21		
General Helper/Courier	\$21.92	\$24.55	\$27.18		
GIS / Autocad Operator	\$42.71	\$47.84	\$52.96		
I&E Technician/Operator (12-hour S)	\$48.47	\$54.28	\$60.10		
Journey Lineman	\$49.34	\$55.26	\$61.18		
Line Leader	\$53.79	\$60.25	\$66.70		
Maintenance Leader Facilities	\$39.89	\$44.67	\$49.46		
Maintenance Person	\$34.09	\$38.18	\$42.27		
Meter Service Office Representative	\$35.65	\$39.93	\$44.20		
Meter Service Technician	\$34.81	\$38.99	\$43.17		
Meter Services Leader	\$39.00	\$43.68	\$48.36		
Operator / Generation Engineering Technician (12-hour S)	\$45.53	\$51.00	\$56.46		
Operator / Inventory Technician (12-hour S)	\$43.71	\$48.96	\$54.20		
Operator / Maintainer (12-hour S)	\$41.95	\$46.99	\$52.02		
Operator / Maintainer Leader (12-hour S)	\$47.43	\$53.12	\$58.81		
Power System Coordinator (12-hour S)	\$47.61	\$53.33	\$59.04		
Power System Coordinator (NERC) (12-hour S)	\$48.59	\$54.42	\$60.25		
Receptionist	\$22.08	\$24.73	\$27.38		
SCADA/Relay Technician	\$44.03	\$49.32	\$54.60		
Storekeeper	\$32.50	\$36.41	\$40.31		
Substation Electrical Leader	\$52.01	\$58.25	\$64.49		
Substation Electrician	\$48.47	\$54.28	\$60.10		
Tree Trimmer	\$33.21	\$37.20	\$41.18		

*Courier position will be removed from pay scale once incumbent vacates position

Chris Johnson

From: joel@kwru.com
Sent: Tuesday, March 4, 2025 12:40 PM
To: chris@kwru.com
Subject: Resignation

Chris,

Due to my accepting another position with Keys Energy, I will be resigning my position as Maintenance Manager at KW Resort Utilities. My last day with KW Resort Utilities is tentatively set to be no sooner than March 21, 2025.

Joel Postma

Exit Interview

Name: JOEL POSTMA Department: MAINTENANCE Date: 3/13/25
Position: MAINTENANCE MANAGER

The completion of this form is voluntary. However, we hope that through this questionnaire we can identify areas for improvement and address any situations needing attention. This form will not become a part of your personnel file and will not affect your rehire status. Your cooperation is appreciated.

1. Reason(s) for leaving?

TAKING ANOTHER POSITION WITH ANOTHER UTILITY

2. If you are leaving for a new position, what makes it more attractive than the one you are leaving?

Wage and Benefits

Opportunities and Advancement

Working Conditions

Hours

Location

Responsibility

Flexibility

Other (specify):

more industry

3. How would you rate the following?

	Excellent	Good	Fair	Poor	Comments
Performance Reviews					<u>N/A</u>
Opportunity for Advancement			<u>X</u>		
Training Received		<u>X</u>			
Company Policies and Practices		<u>X</u>			
Job Responsibilities		<u>X</u>			
Hours		<u>X</u>			
Support from Management		<u>X</u>			
Workload		<u>X</u>			
Compensation		<u>X</u>			
Benefits		<u>X</u>			

Are there any additional benefits you would have liked to have received?

SEPARATE VACATION TIME AND SICK TIME WOULD BE HELPFUL

Overall Comments:

APPENDIX A

JOB CLASSIFICATIONS WITH SALARY RANGES WITHIN THE BARGAINING UNIT

Accounts Receivable Specialist	\$45,286.30 - \$69,342.58
Admin. Secretary	\$45,286.29 - \$69,342.58
Billing Specialist	\$45,286.29 - \$69,342.58
Building Maintenance Specialist	\$47,738.42 - \$73,097.15
Buyer	\$55,099.21 - \$87,277.46
Cathodic Protection Tester	\$45,286.30 - \$69,342.58
Construction Equipment Operator	\$52,645.98 - \$80,612.08
Construction Crew Foreman	\$64,909.91 - \$102,817.72
Construction Worker A	\$55,099.21 - \$87,277.46
Construction Worker B	\$50,191.64 - \$76,854.05
Construction Worker C	\$47,738.42 - \$73,097.15
Construction Worker D	\$45,286.29 - \$69,342.58
Customer Service Senior Clerical Asst.	\$47,738.42 - \$73,097.15
Customer Service Field Representative	\$50,191.64 - \$76,854.05
Customer Service Representative C	\$45,286.29 - \$69,342.58
Customer Service Representative B	\$50,191.64 - \$76,854.05
Customer Service Representative A	\$52,645.98 - \$80,612.08
Customer Service Field Foreman	\$57,551.33 - \$91,161.94
Delinquent Accounts Clerk	\$45,286.29 - \$69,342.58
Diesel Mechanic	\$55,099.21 - \$87,277.46
Distribution System Operator A (with FDEP Level I License)	\$55,099.21 - \$87,277.46
Distribution System Operator A (without FDEP Level I License)	\$52,645.98 - \$80,612.08
Distribution System Operator B	\$52,645.98 - \$80,612.08
Distribution System Operator C	\$50,191.64 - \$76,854.05
Distribution System Operator D	\$45,286.29 - \$69,342.58
Distribution Systems Operator CDL Trainer	\$52,645.98 - \$80,612.08
Draftsman	\$47,738.42 - \$73,097.15
Engineering Technician	\$60,004.56 - \$95,046.44
Executive Staff Assistant	\$33,021.26 - \$50,560.45
Facilities Maintenance Custodian	\$33,021.26 - \$50,560.45
Facilities Maintenance & Construction Foreman	\$64,909.91 - \$102,817.72
Facilities Maintenance Mechanic A	\$55,099.21 - \$87,277.46
Facilities Maintenance Mechanic B	\$52,645.98 - \$80,612.08
Facilities Maintenance Mechanic C	\$50,191.64 - \$76,854.05

Facilities Maintenance Mechanic D	\$47,738.42 - \$73,097.15
Field Office Clerical Asst.	\$45,286.29 - \$69,342.58
Finance Specialist	\$47,738.42 - \$73,097.15
Fleet Maintenance Foreman	\$64,909.91 - \$102,817.72
Garage Mechanic A	\$55,099.21 - \$87,277.46
Garage Mechanic B	\$52,645.98 - \$80,612.08
Journeyman Electrician	\$57,551.33 - \$91,161.94
Journeyman Electrician Inspector	\$57,551.33 - \$91,161.94
Lead Pipeline Controlman	\$64,909.91 - \$102,817.72
Leak Control Technician A (with FDEP Level I License)	\$55,099.21 - \$87,277.46
Leak Control Technician A (without FDEP Level I License)	\$52,645.98 - \$80,612.08
Leak Control Technician B	\$52,645.98 - \$80,612.08
Leak Control Technician C	\$50,191.64 - \$76,854.05
Lower Keys Senior Clerical Assistant	\$47,738.42 - \$73,097.15
Master Electrician	\$62,457.79 - \$98,932.07
Pipeline Controlman	\$57,551.33 - \$91,161.94
Pipeline Controlman Apprentice	\$50,191.64 - \$76,854.05
Pipeline Controlman Trainee	\$47,738.42 - \$73,097.15
Plant O & M Mechanic A	\$55,099.21 - \$87,277.46
Plant O & M Mechanic B	\$52,645.98 - \$80,612.08
Plant O & M Mechanic C	\$50,191.64 - \$76,854.05
Plant O & M Mechanic D	\$47,738.42 - \$73,097.15
Records Data Entry Clerk	\$37,927.71 - \$58,075.37
Records Shredding Clerk	\$16,679.30 - \$25,538.73
R.O. Facility Foreman	\$64,909.91 - \$102,817.72
R.O. Plant Operator – A License	\$60,004.56 - \$95,046.44
R.O. Plant Operator – A License/Lab Technical Dir.	\$67,363.14 - \$106,702.20
Senior Cashier	\$45,286.29 - \$69,342.58
Senior Construction Equipment Operator	\$60,004.56 - \$95,046.44
Senior Engineering Technician	\$67,363.14 - \$106,702.20
Senior Facilities Maintenance Mechanic	\$60,004.56 - \$95,046.44
Senior Garage Mechanic	\$60,004.56 - \$95,046.44
Senior Mechanic/Welder	\$60,004.56 - \$95,046.44
Stock Island Plant Operator	\$55,099.21 - \$87,277.46
Stock Island Plant Operator – Trainee	\$45,286.30 - \$69,342.58
Storekeeper	\$45,286.29 - \$69,342.58
Valve/Hydrant & Meter Technician A	\$57,551.33 - \$91,161.94
Valve/Hydrant & Meter Technician B	\$55,099.21 - \$87,277.46
Wastewater Maintenance Mechanic A	\$55,099.21 - \$87,277.46

Wastewater Maintenance Mechanic B	\$52,645.98 - \$80,612.08
Wastewater Maintenance Mechanic C	\$50,191.64 - \$76,854.05
Wastewater Maintenance Mechanic Foreman	\$64,909.91 - \$102,817.72
Wastewater Treatment Plant Operator – A License	\$62,457.79 - \$98,932.07
Wastewater Treatment Plant Operator – B License	\$57,551.33 - \$91,161.94
Wastewater Treatment Plant Operator – C License	\$52,645.98 - \$80,612.07
Wastewater Treatment Plant Operator Trainee	\$50,191.64 - \$76,854.05
Wastewater Vacuum Truck Operator/Mechanic A	\$55,099.21 - \$87,277.46
Wastewater Vacuum Truck Operator/Mechanic B	\$52,645.98 - \$80,612.08
Wastewater Vacuum Truck Operator/Mechanic C	\$50,191.64 - \$76,854.05
Water Quality Control Technician – Level I	\$60,004.56 - \$95,046.44
Water Quality Control Technician – Level II	\$57,551.33 - \$91,161.94
Water Quality Control Technician Lead	\$64,909.91 - \$102,817.72
Water Treatment Plant Facilities Maintenance Foreman	\$64,909.91 - \$102,817.72
Water Treatment Plant Lead Operator	\$64,909.91 - \$102,817.72
Water Treatment Plant Mechanic A	\$55,099.21 - \$87,277.46
Water Treatment Plant Mechanic B	\$52,645.98 - \$80,612.08
Water Treatment Plant Mechanic C	\$50,191.64 - \$76,854.05
Water Treatment Plant Operator – A License	\$62,457.79 - \$98,932.07
Water Treatment Plant Operator – B License	\$57,551.33 - \$91,161.94
Water Treatment Plant Operator – C License	\$52,645.98 - \$80,612.08
Water Treatment Plant Operator “A”/Lab Tech. Director	\$76,391.86 - \$121,005.50
Water Treatment Plant Operator Trainee	\$47,738.42 - \$73,097.15
Welder/Mechanic	\$57,551.33 - \$91,161.94



Employee Handbook

Version: 2025

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MESSAGE FROM YOUR EXECUTIVE DIRECTOR

Welcome to the Florida Keys Aqueduct Authority!

You are now part of a team of dedicated professionals committed to providing the highest quality potable water, innovative wastewater programs and excellent customer service to our community.

The Authority has a rich and historical past, and the contributions of your fellow employees have made significant improvements in the water services industry. You will have ample opportunity to make your own contribution and help make the system better for your family, your co-workers and our community.

This handbook provides some background on the Authority as well as general rules and policies for our employees.

I trust you will find your experience with FKAA rewarding, both personally and professionally.

Greg Veliz
Executive Director

DISCLOSURE

The information contained in this Employee Handbook is intended as a general guide and information source for employees. It does not constitute any form of employment contract or guarantee. Florida Keys Aqueduct Authority may change employment policies at any time and such changes may not immediately be reflected in this Handbook. Current revised policies, as determined by management, shall prevail.

Effective 01/01/05

HISTORY

The Florida Keys Aqueduct Authority (formerly Commission) was created by State Legislation in June 1937 for the purpose of obtaining and supplying an adequate potable water supply to the Florida Keys. By 1942, the U.S. Navy, in cooperation with the Florida Keys Aqueduct Commission, had completed a pipeline which originated at the Florida City well fields and traveled along U.S. Highway 1, terminating at Stock Island. This 18" diameter aqueduct was constructed to serve military families and some 20,000 civilians living in the Keys at the time with potable water.

Capable of carrying some six million gallons of water per day, the pipeline was unable to meet the growing needs of the Keys even in the 1960's. Therefore, alternative means of providing fresh water were utilized. A seawater desalination plant was built in 1967 on Stock Island, and a one million gallon per day brackish water Reverse Osmosis (RO) Plant was erected on Key Largo at Rock Harbor in 1976.

As a backup to these supply sources, storage tanks throughout the Keys held up to 33 million gallons.

In 1976, the Florida Keys Aqueduct Authority purchased the 18" diameter pipeline from the U.S. Navy as a preliminary step in planning for the construction of a new, larger capacity line. In 1979, a 3-million gallon per day RO Plant was brought online at Stock Island to provide additional water production capacity. The Desalination Plant and the Rock Harbor RO Plant were subsequently shut down due to age and decreased production capacity.

In 1980, a loan in the amount of \$63.225 million was secured from the Farmers Home Administration for the construction of a new pipeline and expanded water treatment facilities. By late 1982 the construction was complete, and FCAA was operating a new 36" diameter pipeline from Florida City to Key Largo where it connected into a 30" diameter pipeline through Marathon. At Marathon, the pipeline connected into a 24" diameter line which traveled into Stock Island with approximately 13 miles of intermittent stretches of 18" pipeline. With the completion of this new system and its capability to provide increased water capacity to the Florida Keys, FCAA placed its RO Plant into dormant status.

In 1998 the remaining portions of the 18" pipeline which were not replaced in 1982 were finally replaced.

In 1996, the J. Robert Dean Water Treatment Plant capacity was increased from 16 to 22 million gallons of water per day. The Stock Island Pump Station renovation and upgrade was completed in 1997; the Ramrod Pump Station underwent major renovations and upgrades in 1998 and the Long Key Pump Station was completely rebuilt in 1998. The RO Plants on Stock Island and Marathon are online and ready for emergency backup when needed. A brand new 6 mgd RO Plant was completed in 2009. This plant was built to help provide water supply needs for our community well into the future. This new RO Plant is located on our water treatment plant property up in Florida City.

The Authority's first wastewater system was completed in 2004. This system is located in the Little Venice area of Marathon. The service area was expanded in 2005 to include the gulf side of Little Venice. This system was sold back to the City of Marathon in 2008. Wastewater systems in Bay Point and Conch Key were constructed and began operation in 2006. The City of Layton's wastewater system was constructed and began operation in 2007. The Authority acquired the Hawk's Cay wastewater system and has been operating it since 2007. The Big Coppitt Key wastewater system was constructed and began operation in the summer of 2009, which included our first venture into providing "reuse" water to this service area. The Key Haven Wastewater System was purchased in September 2009. The expansion and construction of Duck Key was completed in 2013, at about the same time that the construction began on the Cudjoe Regional Wastewater System. This project was completed in 2021.

Effective: 01/01/05

Revised: 10/20/09, 10/01/12, 06/07/13, 10/01/16, 01/16/18, 02/28/20

ORGANIZATION

The Florida Keys Aqueduct Authority is an independent special district of the State of Florida, created by special legislation, Chapter 76-441, Laws of Florida, as amended from time to time. This law, commonly referred to as our Enabling Act, is available for your review on the FCAA Website.

The Florida Keys Aqueduct Authority is governed by a five-member Board of Directors. They represent each of five districts that are identical to the districts of the Monroe County Commissioners. The members are appointed by the Governor for staggered four-year terms. The powers and duties of the Board of Directors include the right to employ personnel; negotiate and establish employee compensation and duties; enter into contracts; prosecute and defend lawsuits; build, operate and maintain water production and distribution facilities, wastewater collection and treatment facilities; and, in general, do all those things included in the operation of a water and wastewater utility.

The Board of Directors directly employs the Executive Director, their representative, whose duty it is to carry out the plans and policies determined by the Board.

Effective 01/01/05

Revised: 10/01/12, 06/06/13, 12/04/2014

STATUS OF EMPLOYEE

Section 6.1 EMPLOYEE CATEGORIES

FKAA employees fall into one of four categories:

Probationary

A new employee shall be considered a probationary employee for six (6) months after which their seniority shall date back to the date of hire. The employee, while on probation, will accumulate vacation and sick leave benefits during the six-month period. During such probationary period, a probationary employee may have their probationary period extended beyond the initial six-month probationary period, not to exceed an additional six months, as determined by management, and shall not have seniority and may be laid off, disciplined, or otherwise terminated by the Authority, and such action shall not be subject to the grievance procedure, nor the Arbitration or Career Service Council. This shall not preclude a probationary employee from grieving other contractual matters.

The use of sick leave and optional holiday will not be approved for employees during the probationary period. Probationary employees will be eligible for health insurance coverage on the first day of the month following their hire date unless their hire date is the first day of the month in which case coverage is effective immediately.

Regular

An employee who has been legally appointed to an established position shall attain regular status upon completion of six (6) months of satisfactory service. (Regular = Full-time, forty-hour position with benefits.)

Part Time

FKAA does not normally staff positions with part-time employees. Part-time employees, working less than a forty-hour week, are not eligible for benefits but do accrue annual leave and sick leave on a pro-rated basis, in accordance with Sections 10.1 and 10.2 of the Employee Handbook.

Temporary

It is understood that the Authority occasionally has a need for temporary employees. Temporary employees shall not be covered by the C.W.A. Agreement. Temporary employees are those individuals who (a) are hired for a project of set duration or (b) employees hired for other purposes for a period of time not to exceed six (6) months. It is recognized that employees hired under Section (a) may be employed longer than six (6) months on a temporary basis. Copies of notices of temporary hires shall be given to the Union. Absent an emergency, temporary employees will not be permitted beyond eighteen

(18) months. Temporary employees are not eligible for benefits.

Established 08/21/03, Effective: 01/01/05,
Revised: 10/01/06, 10/01/12, 10/01/19, 07/14/2023

Section 6.2 EMPLOYEE CLASSIFICATIONS

For administrative purposes, FCAA employees are classified as:

Bargaining Unit

These employees are defined in the CWA Agreement and are represented by the union, Communications Workers of America, AFL-CIO.

Non-Bargaining

- * Tier III, generally confidential and administrative employees.
- * Tier II, generally supervisory and technical employees.
- * Tier I, generally Directors, and professionals who report to a Department Director, a Deputy Executive Director, the Executive Director and/or the Board of Directors.

When you are hired, your supervisor or the Human Resources Department will explain your classification and salary range designation, answering any questions you may have.

Board Adopted: 06/29/04
Revised: 10/01/12, 02/04/13, 10/01/13, 08/04/14, 10/01/2019

HOURS OF WORK AND OVERTIME

Section 7.1 ATTENDANCE & PUNCTUALITY

Employees are expected to maintain regular attendance and punctuality for the Authority to operate in the most efficient and effective manner possible.

It is the responsibility of each Supervisor to monitor their employee's attendance and punctuality on a regular basis in order to limit the amount of unscheduled absences. When lack of punctuality and attendance appear to be getting excessive, it is the Supervisor's job to counsel the employee and administer the proper disciplinary action to eliminate the problem.

Effective 01/01/05
Revised: 08/11/05, 05/01/06, 10/01/06, 06/13/12

Section 7.2 BREAK SCHEDULES

Employees shall be allowed one (1) work break during the first half of their work shift and one (1) work break during the second half of their work shift. Supervision will have the right to schedule the work breaks and demands of the business may dictate the times when breaks are to be taken. No work break shall exceed fifteen (15) minutes absence from the employee's workstation or work duties. Work breaks cannot be combined into one 30-minute break, and no break will be allowed within two hours of the very beginning or very end of any shift.

Established: 03/19/01 (Executive Director's Memo)

Effective: 01/01/05

Revised: 04/27/12, 10/01/2019

Section 7.3 COMPENSATION FOR EMERGENCY RESPONSE WORK

Once the Executive Director or their designee has declared the closing of the Florida Keys Aqueduct Authority for normal business due to an emergency condition or disaster, all authorized non-exempt employees who perform emergency response work will be compensated as specified in the Administrative Leave Guidelines in the Employee Handbook.

Administrative Leave is authorized by the Executive Director or the Board of Directors upon declaration of an emergency condition. Administrative Leave shall be applicable to regularly scheduled work hours/shifts, unless severe weather conditions dictate additional work hours. (See Administrative Leave Guidelines.)

Exempt employees who have been pre-authorized by their supervisor to perform emergency response work during the time that Administrative Leave is authorized, will receive time and one half for all hours actually worked. This rate of 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.

In the aftermath of a storm, the Operations Department will establish a person in the affected area(s) as the leader of the recovery efforts. All personnel other than shift workers working their normal shift, regardless of what Department they normally work in, who are capable of assisting in the recovery effort, must report to this person to be deemed eligible for compensation under this policy.

In no instance can the payment of Administrative Leave and overtime be construed as or calculated in any manner to exceed compensation of more than 2 ½ times the employee's straight time rate of pay.

All personnel who are authorized to work during Administrative leave must provide written documentation to the Finance Department prior to submission of payroll time sheets.

Board Approved: 05/23/06

Revised: 11/01/08, 10/01/14, 10/01/2019

Section 7.4 COMPENSATION FOR SPECIAL EVENTS WORK

Any employee volunteering to work, as a representative of the Florida Keys Aqueduct Authority, for a pre-approved community event, will accrue compensatory time at one- and one-half times the number of hours worked outside of their normal work hours. (i.e. if you work 3 hours, you will accrue 4.5 hours of Compensatory Time.) Compensatory Time must be properly recorded on a "Comp. Time Log Sheet" and it must be taken within 30 calendar days of being earned, unless the immediate supervisor approves an extension, no longer than 90 days from the date earned due to work demands.

A notice will be sent to all supervisors, in the geographic area of the event, regarding the need for volunteers prior to the event. Employees will be asked to volunteer their time to assist in the setting-up, manning the booth or table(s) during the event and taking down the display.

The Authority encourages all employees to participate in community events that help us educate the public on what we do at the FKAA!

Effective: August 23, 2006

Revised: November 9, 2010, 10/01/2019

Section 7.5 OVERTIME – BARGAINING UNIT

Overtime

Time-and-one-half the employee's regular straight time rate shall be paid for hours worked in excess of forty (40) per week. Compensated leave time actually authorized, such as holiday hours (even if the holiday falls on their normal day off), sick and annual leave scheduled in advance as required by Article VIII, Section 5, and other paid leave under Article IX, Sections 4 through 6 and under Article XIV, Section 7 of the CWA Agreement will be counted as time worked for overtime purposes. However, for purposes of entitlement to pay for working on a holiday, a bargaining unit employee shall only be entitled to premium pay for working on a holiday, if they actually worked on the scheduled workday or shift immediately prior to and following a holiday.

Overtime Distribution

Prescheduled overtime opportunities shall be distributed as equally as practical among those employees who normally perform the work. It is understood that the nature of the service provided by the Authority will require that employees work overtime and that such overtime will be mandatory when, in the Authority's judgment, safe and efficient operations so require. Except as herein provided, employees who work fourteen (14) straight hours, whether it includes normal eight (8) hours of work plus any overtime, or twelve (12) hours of overtime, not including standby personnel, will be granted eight (8) hours off rest period to start when the employee calls off the clock to ensure safe and efficient working conditions. In the event the eight (8) hour rest period falls within the employee's regularly scheduled work period the employee will be given an eight (8) hour rest period directly following the overtime. This rest period will be handled as light duty. This section does not apply in emergency situations such as hurricanes or to members of the transmission crew who are assigned permanently or temporarily to the transmission crew.

Revised: 10/01/06, 10/01/13, 10/01/2025

Section 7.6 OVERTIME – NON-BARGAINING

Non-Exempt, Tier III, Non-Bargaining Employees

When responsibilities require you to work more than 40 hours in a week, the Authority is required to pay you time and one-half for the overtime hours worked. The necessity to work the extra hours must be approved by your Department Director **prior to working** over your normal 40 hours.

Exempt, Tier II and III, Non-Bargaining Employees – (excluding Manager positions)

Employees in exempt positions are "salaried" and therefore are exempt from payment of overtime under the Fair Labor Standards Act. However, the Authority does compensate Exempt Tier II & III, Non-Management Non-Bargaining employees who work over 40 hours in a week by paying them at a rate of time and one-half. The necessity to work the extra hours must be approved by your Department Director **prior to working** over your normal 40 hours. Although management acknowledges that there will be times when it is essential for the supervisors to work additional hours to meet operational demands, it is the supervisor's responsibility to manage proper scheduling and training to ensure that these occurrences will be minimal. Supervisors will schedule standby and assign other operational tasks that may require additional hours to their employees and will avoid performing these tasks themselves.

Exempt, Tier I, Non-Bargaining Employees

As an Exempt, Non-Bargaining Tier I employee, you are assigned duties and responsibilities that may make it necessary to work more than 40 hours some weeks. This is taken into consideration when a salary for your position is established; therefore, you are not eligible for overtime or compensatory time off.

Board Approved: 06/29/04

Revised: 07/13/05, 02/04/13, 10/01/13, 10/01/2019, 08/01/2022

Section 7.7 PAY DAY

Pay Day is every other Friday covering pay earned for the previous two-week period. All employees are required to participate in the Direct Deposit Program as a condition of employment. Employees will be responsible for making any change to their direct deposit information.

Effective: 01/01/05

Revised: 11/01/08, 02/10/11, 09/15/16

Section 7.8 STANDBY

Standby pay will be paid at the rate of two (2) hours straight time per day for standby from 5:00 p.m. or normal quitting time until 8:00 a.m. or normal starting time the next morning for all regular days of the week. Four (4) hours straight time will be paid per day for standby worked on Saturday, Sunday, and Holidays. Employees on standby who are called out will be paid for the actual time spent on the call out at time-and-one-half the regular straight time rate. Persons assigned standby will begin their standby time at the end of their workday. Paid time on call outs will begin at the time the employee leaves his home and subsequently completes his work and returns or has time to return to his home. Because of the nature of the Aqueduct's operations, standby duty is mandatory.

While on standby duty, the employee shall be required to:

- (a) Carry an active cellular telephone at all times, and shall provide that current cellular number to their respective supervisor prior to being placed on standby duty; and
- (b) Refrain from consuming any drugs or alcohol that may otherwise prevent them from being fit for duty; and
- (c) Remain within a maximum of one (1) hour of travel time from their reporting location.

Employees responding to a call while on standby duty will not report directly to the jobsite in a personal vehicle. If a take-home Aqueduct vehicle is not issued to the employee, then the employee responding to a call while on standby duty will first report to their normal reporting location, then obtain an Aqueduct vehicle by which to immediately report to the jobsite; otherwise, the employee will immediately report directly to the jobsite with their take-home Aqueduct vehicle. When responding to a call while on standby duty, the employee will be in uniform and have the appropriate personal protective equipment (PPE) with them at all times.

Selection of Employees for Standby

Management will identify classifications and eligible employees for standby duty and manage it according to the following:

1. A standby wheel shall be developed for each functional unit and each classification necessary for standby duty. The most current standby wheel will remain posted in a clearly visible, public location in each functional area.
2. Each standby wheel shall include the names of all qualified employees, as determined by management, eligible for standby duty.
3. The initial order of each standby wheel shall be by reverse seniority, i.e., the least senior qualified employee eligible shall be listed first, up to the most senior qualified employee eligible being listed last.
4. New eligible and qualified employees shall not be placed on the standby wheel until their probationary period has been successfully completed. At that time their name shall appear in the last slot on the existing standby wheel so that one full rotation of the standby wheel will occur prior to the new employee being designated for standby duty.
5. Assigned standby duty shall be for a duration of seven (7) calendar days, after which the standby wheel shall "turn", and the next listed employee will be assigned standby duty.
6. Eligible and qualified employees on the standby wheel will be allowed to trade standby duty assignments and will be responsible for notifying their respective supervisor at least seven (7) days prior to making any substitutions so that the standby wheel can be updated and published accordingly. All substitutions must be agreed to by all affected parties in writing and submitted to the supervisor when making the substitution request. If no substitution can be made, the employee identified on the standby wheel for the current standby duty assignment will be required to accept the assigned standby duty.
7. Failure to respond while on assigned standby duty will result in disciplinary action and the employee being removed from the standby wheel for a minimum of six (6) months. If an employee is removed from the standby wheel due to disciplinary action and if they are allowed by management to return, their revised placement on the standby wheel will be the same as if they were a new employee.

Management reserves the right to assign mandatory standby duty to any qualified employee, if necessary.

Established: 08/21/03

Effective: 01/01/05

Revised: 10/01/06, 02/04/13, 10/01/13, 10/01/16, 10/01/2019, 10/01/2025

Section 7.9 TIME RECORDS AND LEAVE REQUESTS

Time Keeping Procedures

All employees are required to check in with their immediate supervisor or their designee when they arrive for work, leave for lunch, return from lunch, leave at the end of their workday and any time the employee leaves their work area for personal business.

Each employee receives two – 15-minute breaks and except for employees assigned to shifts in continuous twenty-four hours operations, either a thirty (30) minute or sixty (60) minute, non-paid lunch break. (See CWA Agreement, Article V, Sections 6 and 7 for more detail.) Employees are expected to adhere to work hours, lunch, and break schedules. Tardiness can result in disciplinary action as outlined in the Attendance & Punctuality Guidelines. Work breaks cannot be combined into one 30-minute break, and no break will be allowed within two hours of the very beginning or very end of any shift.

Any employee falsifying their daily work record will be subject to disciplinary action, up to and including termination.

Supervisors will be responsible for keeping accurate time worked and leave records for their employees.

Leave Requests

Leave requests must be made by each individual employee on the latest Time and Attendance System in place. The time records for each pay period will be approved by the supervisor and automatically sent to Finance. While the employee is responsible for verifying the hours worked and leave taken on their time records, it is the supervisor's responsibility to ensure that all hours reported on the time records are accurate before it is approved.

All required doctor's certificates must be sent electronically to the Human Resources Department. A "comment" must be made on the leave request to indicate that a "doctor's certificate has been received" Leave requests lacking the required doctor's certificate will not be approved or processed. An adjustment form must be completed for any changes to leave requests which have already been submitted. The adjustments must be approved in the same manner as leave requests. No adjustments can be processed without the employee and supervisor's signature.

Electronic time records, leave requests, and/or adjustment forms must be approved and submitted no later than 12:00 noon Monday morning.

Each employee is responsible for monitoring available leave balances. Any leave taken in excess of available leave, even if supported by an approved leave request, will be processed as leave without pay.

Effective: 01/01/05

Revised: 11/16/07, 11/01/08, 02/10/11, 04/27/12, 02/04/13, 06/10/16, 10/01/2019

Section 7.10 WORKING HOURS

The FKAA work week begins at 12:01 a.m. Saturday and ends at midnight Friday. Your normal work week will be scheduled during that period.

The normal workweek shall consist of a forty (40) hour week which shall generally be comprised of five (5) eight (8) hour shifts or four (4) ten (10) hour shifts at management's discretion unless unusual operational concerns arise which shall take precedence. Also, by agreement of the employee and supervisor, the employee can choose to work a flex schedule that totals forty (40) hours in a week, as long as operational requirements allow. In holiday weeks employees assigned to four (4) ten (10) hour schedules will work a five (5) day eight (8) hour schedule. In the absence of an emergency or unforeseen operational needs employees affected by the change from five (5) eight (8) hour workweeks to four (4) ten (10) hour workweeks or vice versa will be notified the Monday prior to making any changes.

Any employee requested by management to work outside of their normally scheduled shift may complete their normal shift and receive overtime, as long as, in the judgment of the supervisor, and there are no safety concerns by permitting the employee to continue working their normal shift. A call out for leak repair is not subject to this notification requirement.

Effective: 01/01/05

Revised: 10/01/06, 10/01/12, 10/01/2022

Section 7.11 COMPENSATORY TIME

All bargaining unit, Tier II, and Tier III employees have the option of either time off or overtime payments when the employee works overtime.

1. The option to take compensatory time off will be voluntary on the part of the employee and must be agreed to by the employee's supervisor and will be granted based on operational needs and then in accordance with seniority.
2. Compensatory time off must be taken in the same payroll period in which the overtime occurred.
3. Compensatory time off may only be taken for overtime hours worked at the time-and-one-half (1.5) times rate. Such compensatory time off will be granted at the rate of time-and-one-half (1.5) hours for each hour of overtime worked.
4. Time not utilized as compensatory time will be paid as overtime.
5. There is no intent to change the way overtime is offered.

Effective: 10/01/2025

JOB SELECTION

Section 8.1 EMPLOYEE SELECTION PROCEDURES

Procedure Statement

The Employee Selection Procedures are established for the purpose of insuring that the selection process is consistent throughout the organization and complies with all applicable laws and Authority policies. The procedures will ensure that all applicants, both in-house employees and outside applicants, will be evaluated in a similar manner.

Equal Employment Opportunity Statement

The Florida Keys Aqueduct Authority is an equal opportunity employer that is committed to diversity and inclusion in the workplace. We prohibit discrimination and harassment of any kind based on race, color, sex, religion, sexual orientation, national origin, disability, genetic information, pregnancy, or any other protected characteristic as outlined by federal, state, or local laws.

This policy applies to all employment practices within our organization, including hiring, recruiting, promotion, termination, layoff, recall, leave of absence, compensation, benefits, training, and apprenticeship. The Florida Keys Aqueduct Authority makes hiring decisions based solely on qualifications, merit, and business needs at the time.

Position Availability

When a position becomes vacant, the Department Director, or their designee, will evaluate the need for filling the position. A complete review of the Job Description should be performed, including revisions to job duties, responsibilities, and requirements if necessary. A vacant position shall not be advertised/filled without the approval of the Executive Director.

Position Selection Committee

The Department Director, or their designee, will identify the Selection Committee to be involved in the interview and selection process for the vacated position.

Deputy Executive Directors

Deputy Executive Directors shall be selected by the Executive Director with the approval of the Board of Directors.

Department Directors

Department Directors shall be selected by the Executive Director.

Posting Vacant Positions

Notice of vacant Bargaining Unit positions to be filled must be posted according to the FKAA/CWA Agreement.

Screening of In-House Applicants

All in-house applicants are required to apply via the internal Career Center on the FKAA's current HR software. The Internal Application must contain documented information on the applicant's qualifications for the position for which they are applying.

In-house employees may be screened for qualifications at two separate levels:

Determination of Qualified Applicants

All in-house applicants may be screened to determine if an applicant is qualified as follows:

- The Human Resources Department and/or the Selection Committee will initially screen for qualified applicants, based on meeting the "minimum requirements" of the position, through the review of the applicant's Internal Application or any other relevant source of information (i.e. personnel file).
- All preliminarily qualified in-house applicants will be interviewed by the Selection Committee.
- During the interview process, the Selection Committee will conduct detailed interviews/tests to further determine if the experience/education of the in-house applicant meets the qualifications of the position (this is outlined in the Interview Process of this Policy).

Employees determined "unqualified" at either level will be provided with a letter to that effect from the Human Resources Department.

Screening of Outside Applicants

If no in-house applicant is selected for the position, or when simultaneous posting/advertisement is approved by the Department Director; the Selection Committee is authorized to receive outside applications. All outside applications will be received by the Human Resources Department. The Department Director will receive notices of applications received through the outside Career Center and have access to the applications received for their respective job openings. The Selection Committee will determine all outside applicants to be interviewed, giving preference to all qualified veterans and their qualified family members. (See Veteran's Preference statement under "Interview Process" below.) Prior to scheduling interviews, the Human Resources Department will conduct background checks on the applicants being recommended for an interview; background checks will include Driver License, criminal background checks, etc. The Human Resources Department will advise the Department Director of information obtained through the background checks.

Applicant Rating Matrix

The Selection Committee may use an Applicant Rating Matrix and recommend the factors to be assigned to each category for rating.

The finalized Applicant Rating Matrix, as part of special criteria, will also incorporate personal attributes, principal work assignments, minimum training/experience requirements, special consideration/qualities and skill testing as deemed necessary for the position.

The Applicant Rating Matrix will serve as the guideline for the Selection Committee's ranking of each candidate.

Interview Process

The Selection Committee will prepare for the interview by having a finalized list of questions, the Applicant Rating Matrix, if an Applicant Rating Matrix is utilized, and necessary tests as may be required for a position.

The hiring Director will change each applicant's status to "interview" with a note detailing the date and time of the interview to be scheduled. All applicants claiming Veterans Preference, who have provided the required documentation, and meet the minimum requirements for the position they are applying for, must be interviewed.

Applicants will be interviewed by the Selection Committee. Each Committee member will individually complete the Applicant Rating Matrix if an Applicant Rating Matrix is utilized.

In-house employees or outside applicants may be determined to be "unqualified" by the Selection Committee during the interview process. Such determination will be based upon the information/confirmation of experience/education/testing obtained during the interview. The Selection Committee will advise the Human Resources Department of any applicant determined to be "unqualified". Any in-house employee determined to be unqualified will be provided with written notification of this determination. The notice will be prepared by the Human Resources Department.

When all interviews have been conducted, the Selection Committee will calculate their respective Applicant Rating Matrix for each applicant, giving each applicant who qualifies for veteran's preference the extra points based on the following criteria: ***VETERAN'S PREFERENCE: Fifteen points/percent, of the eligible number of points, must be added for a disabled veteran with a service-connected disability who is eligible for, or is receiving compensation, disability retirement, or pension. Ten points/percent for the spouse of a veteran with a total and permanent service-connected disability, or the spouse of a veteran missing in action, captured, or forcibly detained by a foreign power. Ten points/percent for a veteran of any war who has served at least one day during that wartime period or who has been awarded a campaign or expeditionary medal. Ten points/percent for a mother, father, legal guardian, or un-remarried widow or widower of a service member who died as a result of military service under combat-related conditions. Five points/percent must be added to all other categories of veterans who served in the active military, naval, or air service, and who were discharged under honorable conditions. Five points/percent must be added to any reserve***

component of the U.S. Armed Forces or the Florida National Guard.

Once the interviews are completed, the Selection Committee will forward the Matrix forms to the Director of Human Resources. The hiring Director will then change the "most qualified" applicant's status to "reference check". Once the reference checks are complete, the hiring Director will change the applicant's status to "make offer" with a note stating the applicant's starting salary and start date. The recommended salary to be offered must be approved by the Deputy Executive Director, and/or the Executive Director.

If no applicants are recommended for selection, the Department Director will authorize the re-advertisement of the position and re-start the process.

Offer Notification

An offer cannot be made to the individual until the Department Director and the Executive Director have signed off approving the Selection Committee's recommendation.

All applicants will be advised in writing by the Human Resources Department, as to whether they were selected for the position.

Revised: 01/01/05, 03/31/06, 11/16/07, 10/20/09, 12/05/11, 06/07/13, 10/01/13, 10/01/14, 10/01/16, 10/01/2019

Section 8.2 JOB POSTINGS

So that you are aware of job opportunities within FKAA, openings are posted on the Career Center and via an e-mail sent to "all employees" after the posting on the Career Center. Job vacancies shall be posted for a minimum of five (5) working days.

(A.) All employees who bid and who meet all minimum qualifications of the job description shall be granted a job interview.

(B.) Management will advise all applicants of its hiring decision within a reasonable amount of time given the needs of the business.

Established: 08/21/03

Effective: 01/01/05

Revised: 10/01/06, 10/01/09, 10/01/10, 03/22/13, 10/01/13, 10/01/14, 10/01/16, 10/01/2019

Section 8.3 NEPOTISM POLICY

Section 1. Policy

The Florida Keys Aqueduct Authority will not hire, transfer, or promote relatives (this includes a domestic partner and/or their immediate family) into the same Department.

A public official may not appoint, employ, promote, or advance, or advocate for appointment, employment, promotion, or advancement, in or to a position, any individual who is a relative (this includes a domestic partner and/or their immediate family) of the public official. An individual, who is a relative (this includes a domestic partner and/or their immediate family), may not be appointed, employed, promoted, or advanced in or to a position if such appointment, employment, promotion, or advancement was received in violation of this subsection.

Section 2. Definitions

In accordance with Florida Statute, Section 112.3135, "Relative" is any person related to a "public official" as a father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, domestic partner, or their family as listed above. In accordance with Florida Statute, Section 112.3135, "Public Official" means any member of the Governing Board or any employee of the Florida Keys Aqueduct Authority who has the authority, or to whom authority has been delegated, to appoint, employ, promote, or advance individuals or to recommend individuals for appointment, employment, promotion, or advancement in connection with employment by the Authority.

Section 3. Exception

The requirements of this policy will not apply to current employees who, as of the effective date of this policy, are presently working in the same department as a relative. However, the policy will apply to any employee who seeks a transfer or promotion into the same Department as a relative (this includes a domestic partner and/or their immediate family) after the effective date of this policy.

Board Approved: 06/16/99

Revised: 03/15/12

HOLIDAYS

Section 9.1 HOLIDAYS

The following days, and any other holidays approved by the Board of Directors, shall be considered holidays; and paid for such at the employee's regular straight time hourly rate:

New Year's Day
Martin Luther King's Birthday
Presidents Day
Memorial Day

Juneteenth National Independence Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day
Floating Holiday - to be assigned by the Executive Director.

Weekend Holidays. Holidays will be observed on the day of their occurrence, as established by the State of Florida or the Federal Government.

Holiday Pay and Eligibility. Full-time employees shall be paid eight (8) hours pay at their regular straight time rate for holidays not worked.

Holiday Work. In the event an employee is required to work on any of the recognized holidays, they will be paid time-and-one-half their regular straight time rate for all hours worked on the holiday, plus their holiday pay.

Established: 08/21/03

Effective: 01/01/05

Revised: 10/01/06, 10/01/12, 10/01/2019, 10/01/2022

Section 9.2 OPTIONAL HOLIDAY

Optional holidays may be taken anytime during the fiscal year, with prior supervisory approval. **Any employee who has not taken their optional holiday by September 30th will lose it.**

Established: 05/01/99

Effective: 01/01/05

Revised: 03/27/06, 10/01/12, 06/10/16, 10/01/2019

VACATION LEAVE

Section 10.1 VACATION LEAVE - BARGAINING UNIT EMPLOYEES

Vacation Accrual. Employees on the payroll continuously, filling authorized regular positions, shall receive paid vacation based upon their continuous service as follows:

Continuous Service

1 month through 5 years

Earned Time

8 hours per month
12 workdays per year

61 months through 10 years	12 hours per month 18 workdays per year
121 months and over	16 hours per month 24 workdays per year

All regular employees shall accrue 50% of their monthly leave accrual on each of the first two pay periods of each month. Should the employee work less than the full eighty (80) hours for the pay period, their accrual will be adjusted based on the percentage of time worked. Leave without pay and paid time off while on donated leave, will not be counted as hours worked for accrual purposes.

Vacation Pay. Vacation pay shall be calculated at the employee's regular straight time rate.

Scheduling of Vacations. Vacations may be taken at any time of the year. Employees must submit vacation requests electronically to the immediate supervisor within a reasonable amount of time. Management has the right to deny any vacation request based on operational needs. If there is a conflict of two or more requests and the scheduled leave request is more than 90 days away, seniority shall be controlling. Any leave requests that are less than 90 days away shall be approved by order of submission. Two (2) days of annual leave may be taken without advance notification.

However, any employee who requests pre-approved annual leave will not be allowed to change the type of leave once their leave has begun, except during emergency conditions, as stated in the Administrative Leave Policy. This would include any employee who becomes ill during their vacation and wants to change their time to sick leave. Effective immediately, the former practice of changing types of leave will only be allowed during emergency conditions as stated in the Administrative Leave Policy.

Maximum Accrual. Employees will not be permitted to accrue vacation in excess of three hundred fifty (350) hours as of September 30 of each year. If an employee has a scheduled vacation canceled due to operational needs, the employee will be paid for those canceled hours which cause the employee to exceed the three (350) hour maximum as of September 30; provided that the employee must attempt to reschedule canceled hours, if possible. Employees will be responsible for monitoring their leave balances throughout the year via the Employee Self Service program. Management has the option to limit absence for vacation purposes to eighty (80) continuous hours at any time.

Payment for Unused Vacation. The only condition under which an employee may receive pay in lieu of vacation or pay for unused vacation is upon final separation or as specifically provided in the Maximum Accrual Section of the CWA Agreement.

Established: 01/01/01.

Effective: 01/01/05

Revised: 05/01/06; 10/01/06, 10/01/09, 10/01/12, 10/24/12, 10/01/13, 06/10/16, 10/01/2019, 10/1/2022

Section 10.2 VACATION LEAVE - NON-BARGAINING EMPLOYEES

Earning Annual Leave

All regular employees shall accrue 50% of their monthly leave accrual on each of the first two pay periods of each month, at the accrual rates assigned below:

Tier I	1 month to 10 yrs.	12 hours/mo.
	Over 10 yrs.	16 hours/mo.
Tier II	1 month up to 5 yrs.	10 hours/mo.
	5 yrs. up to 10 yrs.	12 hours/mo.
	10 yrs. and over	16 hours/mo.
Tier III	1 month up to 5 yrs.	8 hours/mo.
	5 yrs. up to 10 yrs.	12 hours/mo.
	10 yrs. and over	16 hours/mo.

Scheduling Annual Leave

An employee may begin using annual leave after they have successfully completed their new-hire probationary.

Vacations may be taken at any time of the year. Employees must submit vacation requests electronically to the immediate supervisor as early as 365 days prior to or any time prior to the scheduled vacation leave and approved within a reasonable period-of-time; provided, however, that the supervisor has the right to deny any vacation request based on operational needs. If there is a conflict of two or more requests and the scheduled leave request is more than 90 days away, seniority shall be controlling. Any leave requests that are less than 90 days away shall be approved by order of submission. Employees who are prevented from taking their scheduled vacation due to sickness or disability or work requirements may have the vacation rescheduled.

However, any employee who requests pre-approved annual leave will not be allowed to change the type of leave once their leave has begun, except during emergency conditions, as stated in the Administrative Leave Policy. This would include any employee who becomes ill during their vacation and wants to change their time to sick leave.

Limit on Accrual/Buyout for Non-Bargaining Employees Hired on or Before June 30, 2004

Tier I (Dept. Directors and above)	Maximum Accrual/Payout = 570 hours
Tier I	Maximum Accrual/Payout = 450 hours

Tier II	Maximum Accrual/Payout = 410 hours
Tier III	Maximum Accrual/Payout = 350 hours

Limit on Accrual/Buyout for Non-Bargaining Employees Hired on or After July 1, 2004

Tier I	Maximum Accrual/Payout = 450 hours
Tier II	Maximum Accrual/Payout = 410 hours
Tier III	Maximum Accrual/Payout = 350 hours

Maximum Accrual: Employees will not be permitted to accrue vacation in-excess-of their accrual limit (see above list) as of September 30 of each year. Employees will be responsible for monitoring their leave balances throughout the year via the Employee Self Service program.

If annual leave already scheduled and approved must be canceled due to operational requirements, the Executive Director may permit these hours to be carried forward. This will be considered on a case-by-case basis, as unusual circumstances warrant.

Payment of Annual Leave

FCAA does not pay for annual leave in lieu of taking time off.

Board Approved: 06/29/04.

Revised: 07/13/05, 05/01/06, 10/01/06, 10/01/09, 10/01/12, 10/01/13, 06/10/16, 10/01/2019, 10/01/2022, 06/03/2024

LEAVES OF ABSENCE

Section 11.1 ADMINISTRATIVE LEAVE

Administrative Leave is authorized by the Executive Director or the Board of Directors upon declaration of an emergency condition. In no instance will the payment of Administrative Leave and overtime be construed as or calculated in any manner to exceed compensation of more two-and-one-half times the employee's straight time rate of pay.

1. Employees on any type of leave will be eligible to change their leave to Administrative Leave.
2. No employee, shift, or regular schedule will receive Administrative Leave pay on their regularly scheduled day(s) off. Please refer also to the "Compensation for Emergency Response Work" policy for pay during recovery efforts while on Administrative Leave.
3. All personnel scheduled to work during Administrative Leave, who are unable to report to work due to extenuating circumstances directly related to the emergency condition, and have received approval from their supervisor, will receive Administrative Leave at straight time for their scheduled workday(s) only.

4. Employees who are assigned standby duty during Administrative Leave will be paid an extra hour per day of stand-by until the “all clear” is given.
5. Personnel who are required to work will receive paid Administrative Leave and be eligible for “Compensation for Emergency Response Work” pursuant to that policy.

Personnel who work additional shifts for other personnel who do not report to work will be paid Administrative pay for all hours worked in addition to overtime pay. Any Supervisor with personnel who were required to work during Administrative Leave must provide written documentation, through their Department Director, identifying these employees for the Finance Department prior to submission of payroll time sheets.

Effective: 01/01/05

Revised: 09/16/05, 11/16/07, 09/29/08, 10/20/09, 02/04/13, 10/01/14, 06/18/18, 02/10/2020

Board Approved: 05/23/06, 09/29/08.

Section 11.2 COMMUNITY SERVICE LEAVE

The Executive Director may grant up to three days (24 hours) per fiscal year of community service to employees who perform services for civic and community organizations. The employee will request the Community Service, prior to the date of the requested leave, through the current Time and Attendance module, similar to other leave requests. The employee must identify the Organization requesting the employee’s time in the comment box on the leave request. An electronic copy of the written request from the Organization should be sent to the Human Resources Department for filing in the employee’s personnel file. The employees’ leave request will go through the normal review process with an extra review by the Executive Director. The employee will be notified when the final reviewer (Executive Director) either approves or denies the request.

Leave that can be included in Community Service Leave is any community related service that is performed without monetary compensation and is not performed as a parent of a child. (i.e., when your child’s class is going on a field trip and you act as a chaperon or plays on a sports team that you coach.) However, if you are involved in a school-wide project, this could be considered community service. Community Service is just that, service that is provided by you for the betterment of our local community.

Effective: 01/01/05

Revised: 10/01/14, 10/01/16, 10/01/2019

Section 11.3 DOCTOR’S CERTIFICATES

FMLA Doctor’s Certificates. Any employee who has a doctor’s certificate for a medical condition covered under the Family Medical Leave Act (FMLA), **must have a new FMLA**

doctor's certificate completed for each event. FMLA doctor's certificates on file will no longer be valid twelve (12) months after the first date the employee used FMLA leave. A new doctor's certificate must be provided for continued illnesses covered under the FMLA after each twelve-month period.

Regular Doctor's Certificates. If the employee has been out on medical leave (other than FMLA) for five or more days, as per the Union Contract, the employee will not be allowed to return to work without a doctor's certificate. (See Exhibit "A"). A doctor's certificate must be presented **no later** than the date the employee returns to work. For FMLA leave, the doctor's certificate should be presented **thirty (30) days before the leave is taken** if it is not due to a medical emergency.

Any employee not complying with the above stated policy will be subject to disciplinary action.

Effective: 01/01/05

Revised: 01/01/10, 03/26/13

Section 11.4 FAMILY MEDICAL LEAVE ACT

The Florida Keys Aqueduct Authority will comply with the Family and Medical Leave Act implementing Regulations as revised effective January 16, 2009, and updated thereafter. The Authority posts the mandatory FMLA Notice and upon hire, provides all new employees with notices required by the U.S. Department of Labor (DOL). (Click on the following link for more information on the FMLA: <http://www.dol.gov/whd/fmla/>)

The function of this policy is to provide employees with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law.

An employee will use any available paid leave while on approved FMLA, per the FMLA guidelines.

If you have any questions, concerns, or disputes with this policy, you must contact the Director of Human Resources in writing.

Effective: 01/01/05

Revised: 01/16/09, 01/01/10, 03/15/12, 10/01/12, 02/04/13, 10/01/14, 10/01/2019

Section 11.5 BEREAVEMENT LEAVE

Regular employees shall receive leave with pay for five (5) days to grieve the death of the employee's spouse (or declared domestic partner), parent, step-parent, aunt, uncle, step-

brother, step-sister, or guardian who raised them in lieu of a parent, grandparent, child, brother, sister, aunt, uncle, niece, nephew, grandchild, or spouse's (or declared domestic partner's) immediate family. A Declaration of Domestic Partnership form must be completed and on file in the employee's personnel file. A limit of two (2) occurrences or maximum of ten (10) days per year. Additional bereavement time may be approved by the Executive Director, subject to good cause.

Established 05/01/99.

Effective 01/01/05

Revised: 10/01/06, 10/03/11, 10/01/2019, 10/01/2022, 10.01.2025

Section 11.6 JURY DUTY AND COURT APPEARANCE LEAVE

Regular employees required to be absent from work due to jury duty or necessity to appear in court pursuant to a subpoena, for other than personal reasons, shall receive their regular straight time rate for hours they would normally work, provided such absence does not exceed two weeks. Employees who attend court for only a part of a regularly scheduled workday will report to their supervisor when excused or released by the Court. The supervisor will advise the employee if they are to return to work for the remainder of the day.

Established: 05/01/99 Effective: 01/01/05

Revised: 10/01/06, 10/01/16, 10/01/19

Section 11.7 MILITARY LEAVE

Employees shall receive leave of absence without pay for service in the Armed Forces of the United States in accordance with applicable Federal Law. Regular employees will receive a leave of absence for short term military temporary duty with a reserve unit of the United States Army, Navy, Marine Corps, Coast Guard or National Guard for a period not to exceed seventeen (17) continuous days and shall receive pay for the difference between what the employee receives from the military authority and what they would otherwise have earned while at work.

Established: 05/01/99.

Effective: 01/01/05

Revised: 10/01/12, 10/01/2019

Section 11.8 LEAVE OF ABSENCE WITHOUT PAY

Upon written request stating the reason, a leave of absence without pay for personal reasons may be granted by the Authority for good cause to regular employees.

Employees on a leave of absence under this Article may, at their option, elect to continue their group insurance coverage at the group insurance rate for themselves and their

dependents by paying the appropriate group insurance premium for employee coverage or employee and dependent coverage to the Finance Office on a monthly basis as long as the employee remains on approved leave. Such payments for each month must be received no later than the 25th day of the preceding month. This does not pertain to leave granted under the FMLA. For information regarding payment of health insurance coverage refer to the FMLA Policy.

Established: 01/01/01.

Effective: 01/01/05

Revised: 10/01/12, 10/01/13, 10/01/16, 10/01/2019

Section 11.9 SICK LEAVE - BARGAINING UNIT EMPLOYEE

Sick leave is to be used by employees when the employee or their qualified dependent are suffering from an illness that requires them to stay at home, seek medical treatment or requires hospitalization. **Sick Leave Accrual. Sick leave is earned at a maximum rate of eight (8) hours per month.** All regular employees shall accrue 50% of their monthly leave accrual on each of the first two pay periods of each month. Should the employee work less than the full eighty (80) hours for the pay period, their accrual will be adjusted based on the percentage of time worked. Leave without pay will not be counted as hours worked for accrual purposes. There shall be no limit on the number of sick days which may be accrued.

Utilization of Sick Leave. Paid sick leave shall not be taken prior to the time of its accrual. Sick leave may be utilized for the employee's sickness, the employee's spouse (or declared domestic partner), parent, or child's sickness, necessary doctor's appointments, injury, or disability (including pregnancy for period of disability certified by a physician), or for quarantine by the health authorities or a physician, or as required under the Family Medical Leave Act. Employees who submit a leave request in advance for prescheduled medical appointments should receive the approved leave request in a reasonable amount of time. Paid sick leave may be utilized according to the following schedule:

(a) An employee will be paid for the first four (4) days of sick leave without a doctor's certificate. Subject to the remaining requirements of this Section, and the Notification Section, payment for sick leave of five (5) days or more will be made only upon presentation of a doctor's certificate.

The doctor's certificate, where required by this Section will be in the form of Exhibit B or in the alternative must contain **all information contained** in Exhibit B **and must be signed by the doctor.**

Employees who have a consistent pattern of absences, as determined by the authority; or with excessive absenteeism may be sent to a physician selected by the employee from two (2) chosen by the Authority, in which event the Authority will pay the expense, therefore. If an employee is sent to a physician of the Authority's choosing, the employee agrees that

they will release medical records relating to the reasons for absence from the physician chosen and will permit the physician to answer any inquiries from the Authority relating to the reasons for the absences. Nothing contained in this section shall otherwise prevent the Authority from taking appropriate disciplinary action.

Any bargaining unit member may use their sick leave to take care of a child, spouse (or declared domestic partner) or parent who is sick or injured, provided (1.) the child is under eighteen (18) years of age or legally disabled; (2.) the child, spouse or parent is totally unable to care for himself/herself and if the employee was not available, a third party would be required to be present to provide care. Children living with a parent on a split-custody basis are considered regularly residing in the employee's home during the custody period. Sick leave under this paragraph can be taken in one (1) hour increments.

Use of Paid Leave for FMLA Leave. An employee will use any available paid leave while on approved FMLA, per the FMLA guidelines.

Notification.

An employee on sick leave must notify their immediate supervisor no later than one (1) hour prior to the start of the assigned start time, unless it is not possible to do so in which case, they must notify their supervisor as soon as possible. Notification must be given daily unless pre-approved in writing by management.

Compensation for Accrued Sick Leave Upon Retirement.

- a) Employees will be eligible for compensation of up to 80 hours of accrued, unused sick leave upon retirement or voluntary separation, at the employee's rate of pay at the time of separation.
- b) Employees hired prior to October 1, 2006, upon retirement from the Authority, shall be compensated for accrued, unused sick leave in accordance with the following formula:

All sick leave accrued that is in the employee's sick leave account on the date of the employee's retirement shall entitle the retiring employee, hired prior to October 1, 2006, to a bonus equal to: Hours accrued multiplied by employee's regular straight time rate at time of retirement multiplied by .80 of up to the first 1040 hours, or .50 of the employee's total hours, whichever is greater.

Employees are eligible for payment under this section only if the employee was hired prior to October 1, 2006 and (a.) they retire after ten (10) years of credited service with the Authority and is at least 62 years of age, or (b.) has thirty (30) years of credited service with the Florida Retirement System (FRS).

Established: 08/21/03

Effective: 01/01/05

Revised: 10/01/06, 10/01/09, 10/01/12, 10/24/12, 10/01/13, 06/10/16, 10/01/16, 10/01/2019, 10/01/2022,

Section 11.10 SICK LEAVE - NON-BARGAINING EMPLOYEE

Earning Sick Leave

Effective October 1, 2006, sick leave is earned at a rate of eight (8) hours per month. All regular employees shall accrue 50% of their monthly leave accrual on each of the first two pay periods of each month.

Sick leave may be accrued without limit. You may therefore protect yourself against loss of salary in case of a disabling illness by "banking" sick leave.

Utilization of Sick Leave

Paid sick leave shall not be taken prior to the time of its accrual. Sick leave may only be utilized for employee sickness, necessary doctor's appointments, injury, or disability (including pregnancy for period of disability certified by a physician), or for quarantine by the health authorities or a physician, or as required under the Family Medical Leave Act. Paid sick leave may be utilized according to the following schedule:

Payment of sick leave for absences of 5 days or more may require a doctor's certificate, depending upon circumstances. Your supervisor will advise you if such a certificate is necessary. The doctor's certificate, where required by this Section, will be in the form of Exhibit "B" or in the alternative must contain all information contained in Exhibit "B" and must be signed by the doctor.

Employees who have a consistent pattern of absences, as determined by the authority; or with excessive absenteeism may be sent to a physician selected by the employee from two (2) chosen by the Authority, in which event the Authority will pay the expense, therefore. If an employee is sent to a physician of the Authority's choosing, the employee agrees that they will release medical records relating to the reasons for absence from the physician chosen and will permit the physician to answer any inquiries from the Authority relating to the reasons for the absences. Nothing contained in this section shall otherwise prevent the Authority from taking appropriate disciplinary action.

Annual leave may not be substituted for sick leave unless all sick leave has been exhausted and no other leave is available. Annual Leave (MA) may be used under the FMLA.

Any non-bargaining employee may use their sick leave to take care of a child, spouse (or declared domestic partner) or parent who is sick or injured, provided (1.) the child is under eighteen (18) years of age or legally disabled; (2.) the child, spouse or parent is totally unable to care for himself/herself and if the employee was not available, a third party would be required to be present to provide care. Children living with a parent on a split-custody

basis are considered regularly residing in the employee's home during the custody period.

Non-Bargaining Employees Hired On or Before June 30, 2004

Payment for Sick Leave upon Retirement for Tier II and Tier III Employees

Tier II and Tier III employees will be paid 80% of their accrued, unused sick leave balance up to 1,040 hours or 50% of their accrued sick leave balance, whichever is greater, upon normal retirement. To qualify for the benefit the employee must be retiring after 6 years of continuous service (age 62 plus) or after 30 years of continuous service (any age).

Payment for Sick Leave upon Retirement for Tier I Employees Below Department Director Level

Tier I employees (below the Department Director level) will be paid for 100% of accrued, unused sick leave up to 1,040 hours or 50% of their accumulated sick leave balance at the time of retirement or resignation as described below, whichever is greater. To qualify for this benefit the employee must be retiring after 6 years of continuous service (age 62 plus); or at the time of resignation after 20 years of continuous service (any age) with the FKAA.

Payment for Sick Leave upon Retirement for Department Directors and Above

Department Directors and above will be paid for 100% of accrued, unused sick leave up to 1,300 hours or 50% of their accumulated sick leave balance at the time of retirement or resignation as described below, whichever is greater. To qualify for the benefit the employee must be retiring after 6 years of continuous service (age 62 plus); or at the time of resignation after 20 years of continuous service (any age) with the FKAA. Also, those Department Directors and above who resign with between 10 and 20 years of service with the FKAA will receive payment for 50% of their unused sick leave balance.

Non-Bargaining Employees Hired On, or After July 1, 2004

Employees will be eligible for compensation of up to 80 hours of accrued, unused sick leave upon retirement or voluntary separation, at the employee's rate of pay at the time of separation.

Board Approved: 06/29/04.

Revised: 03/15/12, 10/01/13, 06/10/16, 04/11/17, 10/01/2019, 10/01/2022, 10.01.2025

Section 11.11 VOLUNTARY LEAVE DONATIONS

Under the Voluntary Leave Donations policy, an employee may donate sick or annual leave directly to another employee who has a documented serious medical condition or an

employee who needs to care for an immediate family member who has a documented serious medical condition. As it pertains to this policy, immediate family members include spouse or domestic partner, parent, sibling, or child, including step, half, and in-law.

Medical certification from a doctor will be required. Donated leave cannot be used for the birth of a child by either the male or female, except when medically necessary for the mother.

Leave hours can be solicited only after the employee has used all of his/her own available leave hours (excluding Community Service leave).

Solicitations for donations will be conducted exclusively through the Human Resources Department, which agrees to disseminate written solicitations upon request by the employee requesting the leave. All requests for leave donations that may qualify under the Voluntary Leave Donations policy must be approved by the Executive Director or his or her designee.

Leave will be donated in one (1) hour increments and will be used on an hour-for-hour basis, in one (1) hour increments. If the employee does not use 100 percent of donated leave hours, the unused donation of hours will be returned to the last employees who submitted donations.

The maximum donation of leave which an employee can receive will be one hundred sixty (160) hours or the length of time medically necessary, whichever is less. If the initial 160 hours of donated time is exhausted, upon employee request and further proof of medical necessity, a second request for donations up to a maximum of 160 hours may be made if approved by the Executive Director.

No donation can result in reducing the donor's sick leave accrual balance to an amount less than three hundred (300) hours. No employee may donate more than a total of 40 hours to other employees in any six-month period. All contributions of donated leave are voluntary on the donating employee's part.

An employee will not accrue sick leave or annual leave, nor be paid for any other type of leave, while on donated leave.

Effective: 10/01/2022 Revised: 02/26/2024

Section 11.12 TIME OFF TO VOTE

The FKAA encourages its employees to exercise their right to vote. One (1) hour of paid time off is granted according to the following:

You must reside in and be registered to vote in the precinct/area holding the election. Also, you must be scheduled to work eight (8) hours between 7:00 AM and 7:00 PM during the

day of the election.

If you desire to vote during the workday, ask your supervisor at the beginning of the workday to schedule your paid time off.

Established: 05/01/99 Effective: 01/01/05

Section 11.13 WORKERS' COMPENSATION LEAVE

If an employee sustains a job-related injury entitling them to Worker's Compensation in accordance with the laws of the State of Florida, the employee shall not receive sick pay for the same day or days for which Worker's Compensation is received. During the first week of such job-related injury, the employee shall be paid out of their sick leave accrual. Beginning the eighth day, the Authority shall allow the employee to use their vacation or sick leave so that their leave and Worker's Compensation benefits equal the employee's straight time salary through the remainder of their absences due to the injury until vacation and sick leave is exhausted by the supplemental payments. If the employee is absent twenty-one (21) days or more and as a result receives pay from the State for the first seven (7) days of injury, they shall reimburse the Authority for the first seven (7) days of absence prior to returning to work and their sick leave accrual shall be credited accordingly.

Employees on a leave of absence under this section will for a period of up to six (6) months be returned to their former job if physically capable of performing that job. If the employee cannot return to their regular job within six (6) months, the employee's rights shall be as set forth under applicable state law and enforcement of those rights will be pursuant to procedures under state law.

Established: 08/21/03 Effective: 01/01/05 Revised: 10/01/2019

STANDARDS OF CONDUCT

Section 12.1 ATTENDING OUTSIDE SEMINARS/WORKSHOPS

The FCAA occasionally offers employees the opportunity to attend outside seminars/workshops to assist the employee in advancing their job knowledge. At these types of training, the employee is expected to attend all outlined classes and participate to the extent required. Should an employee have an emergency or other situation occur, which prohibits them from attending the training as planned, it is the responsibility of the employee to notify their immediate supervisor. Deliberate abuse of this benefit could result in the employee reimbursing the Authority for the cost of the training. The cost may include travel, meals, accommodations, registration fees and any other charges associated with the program.

Effective: 01/01/05
Revised: 10/01/2019

Section 12.2 CDL RANDOM DRUG/ALCOHOL TESTING

All employees **required** to hold a CDL license will be subject to random drug and/or alcohol testing under the Federal Department of Transportation Regulations. Any employee who is not required, by their job description, to hold a CDL license should not be driving FKAA CDL covered vehicles. If an employee, not required by their job description, has a current CDL license, and wants to volunteer to drive FKAA CDL covered vehicles, they must notify the Human Resources Department in writing. **Any employee who voluntarily keeps their license current and drives FKAA CDL covered vehicles will be subject to random drug/alcohol testing under the DOT regulations.**

Established: 05/01/99

Effective: 01/01/05, 10/01/2019

Section 12.3 COMMUNICATIONS AND PHONE POLICY

FKAA business phones are to be used for FKAA business only. Employees are to answer calls within a minimum number of rings, greet the caller and identify themselves to the caller. Employees are required to speak to callers in a professional, courteous manner. If a caller speaks in an obscene or abusive manner to you, please advise the caller you will disconnect the call or transfer the call to a supervisor.

When personal calls are required, employees may use the business phones provided the calls are kept brief and the privilege is not abused. Excessive personal calls using business and personal phones during the workday is prohibited.

Personal long-distance calls may be placed only in the event of an emergency and with prior permission from a Department Director. The employee is responsible for paying the cost of long-distance calls, either by credit card, reversing charges, or direct payment to FKAA.

Employees are discouraged from utilizing cell phone devices while operating an FKAA vehicle. Texting is prohibited while driving an FKAA vehicle.

Use of cell phones or hand-free devices is prohibited by any employee, while driving on U.S. Navy property.

Where job or business needs demand immediate access to an employee, the Authority will require an employee to have and maintain a "smart" phone. The "smart" phone must be compatible with our systems and be approved by the Information Technology Department. The Authority will provide these employees with a \$50.00 monthly stipend for the business use of their personal cell phone. The Information Technology Department will provide the employee's personal phone with setup and access to the Authority's e-mail system. The employee will be responsible for any technical support of their personal phone. To receive the monthly stipend, the employee must complete the Cellular Telephone Stipend Approval

Form. The employees' Department Director must sign this form to indicate their approval of this stipend.

Employees in possession of Authority communication equipment are expected to protect the equipment from loss, damage, or theft. Upon resignation or termination, or at any time upon request, the employee may be asked to produce the communication equipment for return or inspection. Employees unable to present the communication equipment in good working condition within the time requested may be expected to bear the cost of a replacement.

All written communications conducting company business, including text messages, are considered public records unless the information contained is statutorily exempted. As such, these records must be maintained in accordance with Florida's Public Record Laws.

To comply with this law, all text messages sent and received on Authority communication equipment are archived by the FKA.

This archiving capability is not available on employee furnished cell phones. Therefore, using texts for company business is prohibited on these devices. Should a business text inadvertently be received or sent from a personal phone, this message shall be forwarded to the employee's email which is archived by the FKA.

To send a message to email, select the message and forward to your company email address. For clarity, it will be necessary to add the sender and recipients of the message at the top of the text, since this information is not provided when a text is forwarded to email.

Effective: 01/01/05

Revised: 11/16/07, 06/10/08, 02/01/11, 10/01/12, 02/04/13, 01/30/2017, 02/14/18, 02/10/2020

Section 12.4 CRIMINAL CHARGES

It is a condition of employment with the Florida Keys Aqueduct Authority that any employee arrested or charged with a crime or arrested on any charge involving the use of alcohol or the use or possession of illegal drugs, whether on the job or off the job, must report their arrest or that they were charged with a crime within five (5) calendar days. A conviction of any crime shall be considered a "Class I Misconduct".

Any employee indicted by the Grand Jury or charged by the State's Attorney with a felony or a misdemeanor violent crime, such as assault or battery, occurring during working hours or off duty at any time, will be released from duty without pay for up to a maximum of six (6) months. If the employee's case is not resolved within six (6) months the employee will be terminated, and they will not be eligible for back pay. It is the employee's responsibility to notify their immediate supervisor of the outcome of the charge(s) within five (5) calendar days of the disposition of the case.

Only when an employee who has been released from duty is found not guilty of all criminal charges or all charges are dismissed, within the six (6) month maximum time frame, will they be paid back pay and be reinstated to their job. If the employee worked for another company while released from duty without pay, the FKAA will only reimburse the employee the difference between their lost FKAA salary and the salary they earned while on layoff. Written proof of income is required upon reinstatement. A conviction of any crime, by an employee, or if the employee enters a plea of "nolo contendere", or if the employee enters into any type of plea agreement to a criminal charge, including an agreement where adjudication is withheld, this is reason for immediate termination.

Effective: 01/01/05

Revised: 09/26/07, 11/16/07, 10/01/2019

Section 12.5 DISASTER PREPARATION AND RECOVERY

For detailed guidelines, see the Emergency Response Plan (ERP) in the Water Operations Department Documents.

Established: 09/10/03 (Executive Director's Memo)

Effective: 01/01/05

Revised: 06/01/06, 06/15/06, 12/13/07, 11/01/08, 10/20/09, 02/10/11, 05/10/11, 12/28/11, 07/19/12, 02/04/13, 10/01/13, 10/01/14, 06/01/16, 02/06/17, 06/18/18

Section 12.6 DISCRIMINATION/HARASSMENT/RETALIATION POLICY

The Florida Keys Aqueduct Authority is committed to a work environment in which all individuals are treated with respect and dignity. Everyone has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, including harassment. Therefore, the Authority expects that all relationships among persons in the organization will be business-like and free of bias, prejudice, and harassment.

Equal Employment Opportunity Statement

The Florida Keys Aqueduct Authority is an equal opportunity employer that is committed to diversity and inclusion in the workplace. We prohibit discrimination and harassment of any kind based on race, color, sex, religion, sexual orientation, national origin, disability, genetic information, pregnancy, or any other protected characteristic as outlined by federal, state, or local laws.

This policy applies to all employment practices within our organization, including hiring, recruiting, promotion, termination, layoff, recall, leave of absence, compensation, benefits, training, and apprenticeship. The Florida Keys Aqueduct Authority makes hiring decisions based solely on qualifications, merit, and business needs at the time. For more information, read through the following Discrimination/Harassment/Retaliation Policy.

Retaliation Is Also Prohibited

The Authority encourages reporting of all perceived incidents of discrimination, hostile work environment, illegal acts, harassment, etc. It is the policy of the Authority to investigate such reports. The Authority prohibits retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports.

Definitions of Harassment

1. Harassment on the basis of any protected characteristic is strictly prohibited. Under this policy, harassment is verbal or physical conduct that belittles or shows hostility or aversion toward an individual because of their race, color, religion, sex, sexual orientation, national origin, age, disability, marital status, citizenship or any other characteristic protected by law or that of their relatives, friends or associates, and that: (i) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (ii) has the purpose or effect of unreasonably interfering with an individual's work performance; or (iii) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes, but is not limited to epithets, slurs, or negative stereotyping; threatening, intimidating or hostile acts; belittling jokes; and written or graphic material that belittles or shows hostility or aversion toward an individual or group and that is placed on walls or elsewhere on the employer's premises or circulated in the workplace.

2. Sexual harassment constitutes discrimination and is illegal under federal, state, and local laws. For the purposes of this policy, sexual harassment is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example:

(1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment. Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include, but are not limited to unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, whistling or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; and other physical, verbal or visual conduct of a sexual nature.

Individuals and Conduct Covered

These policies apply to all applicants and employees, whether related to conduct engaged

in by fellow employees or someone not directly connected to the Authority (e.g., an outside vendor, consultant, or customer). Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

Reporting an Incident of Discrimination, Harassment or Retaliation

The Authority encourages individuals who believe they are being subjected to such conduct promptly to advise the offender that their behavior is unwelcome and request that it be discontinued. Often this action alone will resolve the problem. The Authority recognizes, however, that an individual may prefer to pursue the matter through informal or formal complaint procedures.

In addition, the Authority encourages reporting of all perceived incidents of discrimination, harassment, or retaliation, regardless of the offender's identity or position. Individuals who believe that they have been the victim of such conduct should discuss their concerns with their immediate supervisor, their Department Director, or the Director of Human Resources. If an incident occurs involving a management employee (i.e., Department Director, General Counsel, Internal/Compliance Auditor, or Deputy Executive Director), the report should be made to the Director of Human Resources who in turn will notify the Executive Director prior to the commencement of the investigation.

Informal Complaint Procedure

If for any reason an individual does not wish to address the offender directly, or if such action does not successfully end the offensive conduct, the individual should notify their immediate supervisor, their Department Director, or the Director of Human Resources, who may, if the individual so requests, talk to the alleged offender on the individual's behalf.

An individual reporting harassment, discrimination or retaliation should be aware; however, that the Authority may decide it is necessary to take action to address such conduct beyond an informal discussion. This decision will be discussed with the individual. The best course of action in any case will depend on many factors and, therefore, the informal procedure will remain flexible. Moreover, the informal procedure is not a required first step for the reporting individual.

Formal Complaint Procedure

As noted above, individuals who believe they have been the victim of conduct prohibited by this policy statement or believe they have witnessed such conduct should discuss their concerns with their immediate supervisor, their Department Director, or the Director of Human Resources.

The Authority encourages the prompt reporting of complaints or concerns so that rapid and constructive action can be taken before relationships become irreparably strained.

Any reported allegations of discrimination, harassment or retaliation will be investigated promptly. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other, relevant knowledge.

Confidentiality will be maintained throughout the investigatory process to every extent possible with adequate investigation and appropriate corrective action.

Retaliation against an individual for reporting discrimination or harassment or for participating in an investigation of a claim of discrimination or harassment is a serious violation of this policy and, like discrimination or harassment itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed.

Misconduct constituting discrimination, harassment or retaliation will be dealt with appropriately. Responsive action may include, for example, training, referral to counseling and/or disciplinary action such as warning, reprimand, reassignment, temporary suspension without-pay or termination, as the Authority believes appropriate under the circumstances.

If a party to a complaint does not agree with its resolution, that party may appeal to the Authority's Executive Director.

False and malicious complaints of discrimination, harassment or retaliation as opposed to complaints which, even if erroneous, are made in good faith, may be the subject of appropriate disciplinary action.

Conclusion

The Authority has developed this policy to ensure that all its employees can work in an environment free from discrimination, harassment, and retaliation. The Authority will make every reasonable effort to ensure that all employees are familiar with these policies and aware that any complaint in violation of such policies will be investigated and resolved appropriately.

Any employee who has questions or concerns about these policies should talk with the Director of Human Resources.

Finally, these policies should not, and may not, be used as a basis for excluding or separating individuals because of their gender, or any other protected characteristic, from participating in business or work-related social activities or discussions. In other words, no one should make the mistake of engaging in discrimination or exclusion to avoid allegations of harassment. The law and the policies of the Authority prohibit disparate treatment based on sex or any other protected characteristic, regarding terms, conditions, privileges, and

perquisites of employment. The prohibitions against harassment, discrimination and retaliation are intended to complement and further those policies, not to form the basis of an exception to them.

Board Approved: 06/26/02

Effective: 01/01/05

Revised: 10/20/09, 02/04/13, 10/01/2019, 10/01/2020

Section 12.7 DRIVER LICENSE

All FKAA employees required by their job description to maintain a valid Florida Driver License must immediately report any status change (i.e., suspension, expiration, etc.) to their supervisor and the Human Resources Department. **Failure to report any status change of your Driver License will result in disciplinary action.** Also, receiving a suspended license for insurance cancellation is the employee's responsibility. All employees must submit a copy of their renewed driver license to the Human Resources Department for their "mandatory" file.

As an added benefit, the Authority reimburses any employee required to hold a CDL license for their job, the difference in the cost of the CDL license and a regular Driver License. All requests for reimbursement should be made through the Human Resources Department.

Effective: 01/01/05

Revised: 04/27/16, 10/01/2018

Section 12.8 DRUG-FREE WORKPLACE

A. PURPOSE

It is the purpose of this policy to establish and proclaim the Florida Keys Aqueduct Authority's (Authority) intent to maintain a "Drug Free" Workplace. In so doing, the Authority has adopted a Drug-Free Workplace Program in accordance with the requirements set forth in Florida Statutes §440.101 and §440.102, established by the Florida Department of Labor and Employment Security, Division of Worker's Compensation. It is a condition of employment with the Florida Keys Aqueduct Authority that employees refrain from reporting to work with the presence of drugs or alcohol in his/her body. In addition to possible disciplinary action, up to and including termination as a result of any violation of this Drug-Free Workplace Program, an employee injured in the course and scope of employment who refuses to submit to a test for drugs and alcohol or is tested and has a positive confirmation of drug use or alcohol use, forfeits his eligibility for medical and indemnity benefits under the Workers Compensation Act.

B. ORGANIZATIONAL STATEMENT

As part of its commitment to safeguard the health of its employees, to provide a safe place for its employees to work, and to promote a drug-free community, Florida Keys Aqueduct Authority has established this policy on the use or abuse of alcohol and drugs by its employees. The Authority acknowledges the problem of substance abuse, including abuse of alcohol, within our community. Furthermore, substance abuse, while at work or otherwise, seriously endangers the safety of employees, as well as the general public, and creates a variety of workplace problems including increased injuries on the job, increased absenteeism, increased health care and benefit costs, increased theft, decreased morale, decreased productivity, and a decline in the quality of products and services provided. It is also the Authority's policy to prevent the use and/or presence of these substances in the workplace and to assist employees in overcoming any dependence on drugs and/or alcohol in accordance with the following guidelines.

C. POLICY

- 1. DRUGS:** The Authority prohibits the use, distribution, manufacture, possession, sale, or attempt to sell, procure, or distribute illegal or unauthorized legal drugs, at any time, whether on or off duty, or on or off Authority property, and prohibits employees from reporting to work with the presence of such drugs in their bodies. This includes illegal controlled substances as defined by Florida Statutes, Chapter 893, and drugs as defined under Florida Statutes § 440.101-102 (except alcohol). The FKAA does not recognize medical marijuana pursuant to F.S. 381.986 (15).
- 2. ALCOHOL:** Employees are prohibited from reporting to work, or attempting to work, under the influence of alcohol and are prohibited from being under the influence of alcohol or having the presence of alcohol in their bodies, drinking, possessing, selling, bartering, giving, or distributing alcohol while on duty, or on Authority property, or driving or being transported in an Authority vehicle, or operating, repairing, or inspecting a piece of Authority equipment.
- 3. TESTING:** Each job applicant (Hired for a safety sensitive position) and employee will be subject to the following drug and alcohol testing as appropriate including required pre-employment, reasonable suspicion, and follow-up testing pursuant to the Florida Keys Aqueduct Authority policy. Job applicants who receive a positive, confirmed test result will be rejected for employment. Employees who receive a positive, confirmed test result may be required to undergo rehabilitation, discipline and/or termination.
- 4. ARREST AND CONVICTION FOR DRUGS:** It is a condition of employment with the Florida Keys Aqueduct Authority that any employee who pleads guilty of or is convicted of any criminal drug violation occurring in the workplace or off-the-job must report such conviction to his supervisor within five (5) calendar days of such

conviction. Further, a “nolo contendere” plea for drug activity is also to be reported in the same manner. Employees who are convicted of any criminal drug violation, who plead guilty with adjudication withheld, or who enter a “nolo contendere” plea may be disciplined or terminated.

D. REQUIRED DRUG TESTING

1. JOB APPLICANT DRUG TESTING

All applicants for employment in safety sensitive or special-risk positions, as defined in Fla. Stat. 440.102 (1) (o) and (p), who are offered jobs will be tested for the presence of drugs and alcohol. Offers of employment to such applicants are conditioned upon successfully passing a drug/alcohol test.

2. POST- ACCIDENT

Employees are subject to testing when they are involved in accidents that damage a vehicle, machinery, equipment, or property or that result in an injury to themselves or another person requiring offsite medical attention. If medically reasonable the testing must take place within two hours following the accident, if not sooner. Refusal by an employee will be treated as a positive drug test result and will result in immediate termination of employment. *Under no circumstances will the employee be allowed to drive himself or herself to the testing facility. A member of management must transport the employee or arrange for transportation.*

3. REASONABLE SUSPICION DRUG TESTING

Employees will be given a drug test when there is a belief that an employee is using or has used drugs in violation of this policy; the basis of reasonable suspicion will be determined from specific, objective, and articulable facts and reasonable inferences drawn from these facts in light of experience. If reasonable suspicion is based on supervisory observation, if job conditions permit, two supervisors should observe the employee; provided that the determination of reasonable suspicion will not be considered invalid if two supervisors do not observe the conduct upon which such reasonable suspicion exists.

Among other things, such facts and inference may be based upon:

- a. Observable phenomena while at work such as direct observation of drug use or the physical symptoms or manifestations of being under the influence of drugs or alcohol.
- b. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
- c. A report of drug use provided by a reliable and credible source.

- d. Any evidence that an individual has tampered with a drug test during his/her employment with the Authority.
- e. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on Authority's premises, or while operating Authority's vehicles, machinery, or other equipment.
- f. Information that an employee has caused, contributed to, or been involved in an accident while at work.

The Executive Director, or a Department Manager, will make the final determination that reasonable suspicion has been established for drug testing. Within seven (7) days after reasonable suspicion testing, management will detail, in writing, the circumstances which formed the basis for the reasonable suspicion.

4. FOLLOW-UP DRUG TESTING

If an employee enters an Employee Assistance Program for drug or alcohol related problems, or a drug or alcohol rehabilitation program, the employee will be required to submit to a follow-up drug/alcohol test at least once a year for a two-year period thereafter. Advance notice of the follow-up testing will not be given to the employee.

5. DOT MANDATED DRUG TESTING

The Department of Transportation requires that certain drug/alcohol testing and drug and alcohol prohibitions be applied to employees required to possess a Commercial Driver's License (CDL) as a condition of the employment for a given position. Florida Keys Aqueduct Authority shall comply with the requirements established by the Department of Transportation to conduct mandatory random, pre-employment, post-accident, reasonable suspicion, return-to-duty, and follow-up testing. Testing will be performed using similar procedures to those set forth in this policy, except that alcohol will be tested via the use of an alcohol breath test, as set forth in the Authority's separate DOT drug testing policy. CDL employees may also be subject to additional requirements and limitations and may have additional rights as required by the DOT and set forth in the Authority's DOT drug testing policy, and are required, among other things, to confidentially report any prescribed or therapeutic drug use to their immediate supervisor. *Under no circumstances will the employee be allowed to drive himself or herself to the testing facility. A member of management must transport the employee or arrange for transportation.*

E. REFUSAL TO TAKE DRUG TEST WHEN REQUIRED

An employee who refuses to be tested when so required will be subject to the full range of disciplinary action, including termination. No applicant who refuses to be tested shall

be extended an offer of employment. Attempts to alter or substitute the specimen provided will be deemed a refusal to take the test when required.

F. VOLUNTARY REFERRAL

The Authority shall not take disciplinary action against an employee solely upon the employee voluntarily seeking treatment while in the Authority's employment for a drug/alcohol related problem if the employee has not previously tested positive for drug use, entered an Employee Assistance Program for drug/alcohol problems, or entered an alcohol and/or drug rehabilitation program. Otherwise, treatment for drug or alcohol problems will be dealt with on a case-by-case basis, consistent with Federal and State law and this Policy.

G. DRUGS TO BE TESTED

Florida Keys Aqueduct Authority will test job applicants and employees for any and/or all the following drugs:

Alcohol	Methacholine
Cannabinoids	Barbiturates
Cocaine	Methadone
Phencyclidine (PCP)	Hallucinogens
Opiates	Benzodiazepines
Synthetic Narcotics	Propoxyphene
Amphetamines	Methaqualone
Designer Drugs or Metabolite of substances listed herein	

Any other drugs declared illegal by state or federal authorities.

H. PROCEDURES FOR DRUG TESTS

1. All sample collection and drug testing procedures and standards for determining a confirmed positive test result will be in compliance with the requirements of FLA. STAT. §440.102 and any rules established by the Division of Workers' Compensation, the Agency for Health Care Administration, and the Department of Labor and Employment Security.
2. The Executive Director, or Deputy Executive Director, will make the final determination with or without the written summary, that reasonable suspicion has been established for purposes of drug testing. With respect to reasonable suspicion testing, Florida Keys Aqueduct Authority will, in no event later than seven (7) days after testing detail, in writing, the circumstances which form the basis for the determination that reasonable suspicion existed to warrant the testing. A copy of this documentation will be given to an employee upon request and the original documentation will be kept confidential by Florida Keys Aqueduct Authority pursuant and retained to this policy for a period of at least one year or longer as required by Law.
3. Prior to testing, all employees and job applicants will be notified of the Drug-Free Workplace Policy.

4. Employees and job applicants will be provided the opportunity to confidentially report the use of prescription or non-prescription medications both before and after being tested, to the Medical Review Officer (MRO). In this regard, employees and job applicants will receive notice of the most common medications, by brand name, which may alter or affect a drug test. The list of such medications will conform to the list developed by the Agency for Health Care Administration. The employee or applicant will be provided confidential forms to report such information, which will be delivered to the MRO in a sealed envelope to be opened only by the MRO. Possession of a medical marijuana card does not exempt an employee from this policy.
5. An employee required to take a drug and/or alcohol test due to reasonable suspicion as defined within this policy may be placed on sick, annual or leave without pay, until the test results are received by the appropriate member of management. If the test results are negative (i.e., do not result in a positive, confirmed drug test result verified by a Medical Review Officer) the employee's conduct will not be in violation of this policy and the employee will be paid for the time off work, unless the employee's conduct otherwise violated Florida Keys Aqueduct Authority rules.

I. PROCEDURE FOR CHALLENGING POSITIVE, CONFIRMED DRUG TEST RESULTS

1. Within five working days after receiving written notice of a positive, confirmed drug test result, the employee or job applicant may submit information to the Medical Review Officer (MRO) explaining or contesting the test results and explaining why the results do not constitute a violation of this policy.
2. If the employee's or job applicant's explanation or challenge to a positive, confirmed drug test result is unsatisfactory to the Medical Review Officer, the Medical Review Officer shall report a positive drug test result back to Florida Keys Aqueduct Authority. This written report and documentation will be kept confidential and retained by Florida Keys Aqueduct Authority for at least one year or longer, as required by law.
3. Within five working days after receipt of a positive, confirmed drug test result, Florida Keys Aqueduct Authority will inform the employee or job applicant in writing of such positive, confirmed drug test result, the consequences of such results, and the options available to the employee or job applicant. Florida Keys Aqueduct Authority will provide the employee or job applicant with a copy of the test results upon request. The employee or applicant may contest the results pursuant to rules adopted by the Department of Labor and Employment Security, such as those set forth in Section 38F-9.009 Florida Administrative Code.

Those rules include, among other things, that an employee or applicant will be allowed to submit information to the Authority explaining or contesting the results within five (5) working days after receiving notice of the positive confirmed test result from the Authority. Within fifteen (15) days after receiving the explanation or challenge, the Authority will provide a written explanation as to whether the employee's explanation is satisfactory or unsatisfactory, along with a report of the positive test result.

4. Within 180 days after receipt of Florida Keys Aqueduct Authority written notification of a confirmed, positive drug test result, an employee or job applicant will be permitted to have a portion of the original drug test specimen retested, at the employee's or job applicant's expense. Retesting shall be administered at a laboratory chosen by the employee or job applicant, which is licensed and approved by the Agency for Health Care Administration. The second laboratory will test at equal or greater sensitivity for the drug in question as the first laboratory.

J. ENFORCEMENT

1. An employee who has a positive, confirmed drug test or who otherwise violates this policy may be subject to disciplinary action, up to and including termination for the first offense. Employees may be directed to obtain counseling or rehabilitation as recommended through an EAP provider after having tested positive for drugs or alcohol. Continued employment of such employees will be conditioned upon successful completion of such a program. Employees will be subject to follow-up and other testing under this policy, and a second positive confirmed test will result in automatic termination.
2. Any job applicant who has a positive, confirmed, drug test result on a pre-employment drug test will be denied employment. If the applicant has begun work pending the drug test result, and if injured on the job, the applicant will also be ineligible to receive benefits under the Florida Worker's Compensation Law.

K. REHABILITATION

A partial list of local Employee Assistance Programs (EAP) and rehabilitation programs is provided below. Florida Keys Aqueduct Authority makes no comment or recommendation as to the qualifications of the programs included on this list and employees may be responsible for choosing their EAP provider and rehabilitation programs.

ComPsych – FCAA Employee Assistance Program (EAP)
www.guidanceresources.com (Web ID COM589)
1.800.272.7255

Guidance Care Center
1205 4th Street
Key West, FL 33040
305.434.7660, extension 4

3000 41st Street Ocean
Marathon, FL 33050
305.434.7660, extension 5

99198 Overseas Highway, Suites 3-5
Key Largo, FL 33037
305.434.7660, extension 6

Lower Keys Medical – Medical Detoxification

1200 Kennedy Drive
Key West, FL 33040
305.292.5872

The U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration's (SAMHSA) National Drug and Alcohol Treatment Referral Service provides free and confidential information in English and Spanish for individuals and family members facing substance abuse and mental health issues. 24 hours a day, 7 days a week.

- SAMHSA's Toll-Free Treatment Referral Helpline: 1-800-662-HELP (4357)
- Online Treatment Facility Locator: <https://findtreatment.gov/>

L. RECORD KEEPING AND CONFIDENTIALITY

1. All information, interviews, reports, statements, memoranda and drug testing results, written or otherwise, received by Florida Keys Aqueduct Authority or produced as a result of the drug testing program, are confidential. Unless authorized by state laws, rules or regulations, Florida Keys Aqueduct Authority will not release such information without a written consent form signed voluntarily by the person tested.
2. Florida Keys Aqueduct Authority will maintain all confidential information for at least one year or as otherwise required or permitted by law.

M. DEFINITIONS

1. **"CDL"** means Commercial Driver's License and refers to an employee who is required to hold a CDL as stipulated in their job description.
2. **"CHAIN OF CUSTODY"** refers to the methodology of tracking specified materials or substances for the purpose of maintaining control and accountability from initial collection to final disposition for all such materials or substances and providing for accountability at each stage in handling, testing, and storing specimens and reporting test results.
3. **"CONFIRMATION TEST", "CONFIRMED TEST", or "CONFIRMED DRUG TEST"** means a second analytical procedure used to identify the presence of a specific drug or metabolite in a specimen. The test must be different in scientific principle from that of the initial test and must be capable of providing requisite specificity, sensitivity, and quantitative accuracy.

4. **"DRUG"** As defined under the Drug Free Workplace Statute, Fla. Stat., 440.102 means alcohol, including a distilled spirit, wine, a malt beverage, or an intoxicating liquor; amphetamines; cannabinoids; cocaine; phencyclidine (PCP); a hallucinogen; methaqualone; opiates; barbiturates; benzodiazepines; synthetic narcotics; a designer drug or a metabolite of any of the substances listed in this paragraph. An employer may test an individual for any and all such drugs. The term Drug when used in this policy includes alcohol unless otherwise stated.
5. **"DRUG REHABILITATION PROGRAM"** means a service provider, established pursuant to FLA. STAT. §397.311(28), that provides confidential, timely, and expert identification, assessment, and resolution of employee drug abuse.
6. **"DRUG TEST"** or **"TEST"** means any chemical, biological, or physical instrumental analysis administered by a lab certified by the U.S. Dept. of Health and Human Services or licensed by the Agency for Health Care Administration for the purposes of determining the presence or absence of a drug or its metabolites.
7. **"EMPLOYEE"** means any person who works for salary, wages, or other remuneration for an employer.
8. **"EMPLOYEE ASSISTANCE PROGRAM" (EAP)** means an established program capable of providing expert assessment of employee personal concerns; confidential and timely identification services with regard to employee drug abuse; referrals of employees for appropriate diagnosis, treatment, and assistance; and follow-up services for employees who participate in the program or require monitoring after returning to work. If, in addition to the above activities, an employee assistance program provides diagnostic and treatment services, these services shall be in all cases provided by service providers pursuant to FLA. STAT. §397.311(28).
9. **"EMPLOYER"** means a person or entity that employs a person and that is covered by the Workers' Compensation Law.
10. **"JOB APPLICANT"** means a person who has applied for a special-risk or safety-sensitive position, as those defined in Fla. Stat. 440.102 (1) (o) and (p) and has been offered employment conditioned upon successfully passing a drug test and may have begun work pending the results of the drug test.
11. **"MEDICAL REVIEW OFFICER"** or **"MRO"** means a licensed physician, employed with, or contracted with an employer, who has knowledge of substance abuse disorders, laboratory testing procedures, and chain of custody collection procedures who verifies positive, confirmed test results, and who has the necessary medical training to interpret and evaluate an employee's positive test result in relation to the employee's medical history or any other relevant biomedical information.

N. FURTHER INFORMATION

1. This drug policy is established pursuant to the Florida Workers' Compensation Law, FLA. STAT. §440.102.
2. Any employee or job applicant who brings an administrative or civil action pursuant to FLA. STAT. §440.102, has the responsibility of notifying the test laboratory of any such action.
3. Employees and job applicants have the right to consult with Florida Keys Aqueduct Authority Medical Review Officer as well as the testing laboratory for technical information regarding prescription and non-prescription medication.
4. For further information regarding this policy, please contact the Manager of Human Resources.
5. Notice of drug testing requirements will appear on all vacancy announcements for those positions for which drug testing is required.
6. This policy will be posted in appropriate and conspicuous locations on Florida Keys Aqueduct Authority property.
7. This policy will be made available for inspection by employees and job applicants during regular business hours in the Florida Keys Aqueduct Authority Human Resource Office.

Board Approved: 08/27/92

Board Revised: 08/27/14

Revised 12/16/21, 10/01/2025

Section 12.9 FACILITIES SECURITY POLICY

The following policy and procedures have been developed to provide guidance regarding security preparedness at all FCAA facilities including FCAA pump stations throughout the Florida Keys and the J. Robert Dean Water Treatment Plant located in Florida City:

- Unstaffed stations and facility gates will be locked anytime no one is present.
- Staffed facility gates can remain open during normal business hours, but access doors to stations must remain locked to prevent unauthorized entry. If the operator must leave the station, then the station will be locked as well as the access gates.

Effective: 01/01/05

Revised: 02/18/11, 06/06/13

Section 12.10 PERFORMANCE GUIDELINES

GENERAL GUIDELINES

It is the intent of the Florida Keys Aqueduct Authority to provide rewarding employment. However, conditions may arise which necessitate performance improvement and/or termination. Supervisors are responsible for the actions and conduct of their staff within the guidelines of the personnel policies and for dealing with problems as they occur according to the guidelines without regard to age, race, color, religion, gender, national origin, disability, or veteran status.

The following pages provide an outline of Performance Guidelines, which are just that, "Guidelines". All personnel issues will be reviewed and evaluated on their individual facts and details. During the day-to-day operation of business, situations may arise which will necessitate counseling an employee concerning a minor infraction of a policy or procedure. It is also recognized that more serious misconduct or continual display of inappropriate behavior will result in more formal and strict intervention up to and including termination. The Performance Guidelines are designed to be progressive in nature and to give the employee the opportunity to improve behavior, except for cases of serious misconduct which call for termination upon first occurrence. We also recognize that unique situations not covered under the various classes may arise, and therefore the Authority retains the right to exercise discretion in determining the appropriate action to be taken.

When possible, all employees should be treated in accordance with the guidelines. However, the Authority has a right to expect a greater degree of responsibility and performance from its supervisors, professional and exempt employees.

These Performance Guidelines, along with any employee policies, manuals or procedures published by the Authority, are not intended to bestow any additional employment rights or benefits to employees.

Depending upon the severity of the incident and the category in which it falls, counseling may precede disciplinary action which may begin with either an oral or written reprimand, a suspension, or in extreme cases, termination. In unusual circumstances, the recommended corrective action more or less severe or no corrective action, may be given. Such unusual circumstances should be reviewed by the Department Director with the Director of Human Resources to determine whether a deviation from the Performance Guidelines is appropriate to keep the application of these Guidelines uniform.

Incidents related to tardiness and absences should be addressed by the immediate supervisor as soon as they are aware of their employees continued use of unscheduled leave. In cases where an employee feels that the performance improvement measures are inappropriate or unfair, the employee should be advised by the supervisor that they have the right to exercise the Employee Grievance Procedures.

PURPOSE

To ensure all employees receive fair, equitable and consistent treatment if performance improvement measures become necessary.

CLASSIFICATIONS

Class I Misconduct

To permit the violation of these rules would be an injustice to all our employees as they are clearly for the safety and protection of everyone. Class I Misconduct is reason for **immediate termination** of employment with the Authority. Reasons for immediate termination include, but are not limited to the following:

- Making untruthful statements on an employment application, resume' or other reports or records.
- Violation of the Authority's Drug Free Workplace Policy.
- Willful or knowing violations of the water or wastewater treatment processes or procedures which can affect the public's health and/or safety.
- Willful or knowing violation of the Authority's Weapon Policy.
- Violation of the Authority's Time Records Policy.
- Falsification of expense reports and any other work-related report. (i.e., accident report, time sheet, leave records, etc.).
- Willful or knowing violation of FL Statute, Chapter 112, Part III - Code of Ethics for Public Officers and Employees.
- Stealing or willfully or knowingly damaging property of the Authority or its employees.
- Performing unauthorized activities, whether successful or unsuccessful, malicious, or otherwise, with regard to the Authority's telephone system or computer resources, including the use of remote devices. (i.e., computer hacking; operating a personal business; calling psychic/porno phone lines; etc.)
- Violation of the Authority's Cash Handling Policy.
- Violation of the Authority's "Violence in the Workplace" policy.
- Job abandonment, when an employee fails to give proper notification when absent from work for three consecutive days.
- Walking off the job during the scheduled work hours without notifying a supervisor, for approval.
- Unauthorized use or distribution of customer, applicant, or employee information.
- Violation of the Authority's Vehicle Accident Policy. (Based on severity.)
- Violation of the Authority's Discrimination/Harassment/Retaliation Policy.
- Insubordination toward a supervisor. (Based on severity of incident.)

Class II Misconduct

Class II Misconduct is reason for **suspension or termination**. Repeat occurrences or more serious infractions may result in accelerated disciplinary action up to and including termination. Reasons for suspension or termination include, but are not limited to the

following:

- Failure to report to work or violation of "Notification" language in CWA Agreement.
- Falling asleep on the job.
- Willful or knowing violation of FKAA Safety Policies and Procedures.
- Violation of the Authority's "Violence in the Workplace" Policy. (Based on severity of incident.)
- Violation of the Authority's Discrimination/Harassment/Retaliation Policy.
- Failure to give proper notification when absent from work for two consecutive days.
- Inappropriate response, or delay in response, to a call-out.
- Second avoidable vehicle accident within a rolling, twelve-month period.
- Disorderly conduct which significantly interferes with the ability of other employees to carry out their normal duties or disruptive conduct by an employee which occurs in the presence of our customers, outside contractors, vendors, etc.
- Dishonesty, misrepresentation or making false statement(s) concerning the Authority, or one of its employees or representatives.
- Acceptance of cash or gifts (not to exceed \$25.00 in value) from visitors, customers, vendors, etc.
- Engaging in any outside business or financial activities which conflict with the interests of the Authority or which interfere with the employee's ability to perform job responsibilities.
- Insubordination toward a supervisor. (Based on severity of incident.)

Class III Misconduct

Class III Misconduct is reason for a **written reprimand, suspension, or termination**. Repeat occurrences or more serious infractions may result in accelerated disciplinary action up to and including suspension and/or termination. Reasons for Class III Misconduct

include, but are not limited to the following:

- First avoidable vehicle accident within a rolling, twelve-month period.
- Disregard for FKAA Safety Policies and Procedures.
- Failure to properly maintain FKAA vehicles and equipment (i.e., daily inspections).
- Failure to give proper notification when absent from work for one day.
- Failure to follow directive of a supervisor.
- Unauthorized use of FKAA vehicle, equipment, tools, facilities, etc.
- Violation of the Authority's Smoking Policy.
- Abuse of personal telephone usage.
- Violation of the Authority's Seatbelt Policy per the State of Florida's seatbelt law.
- Insubordination toward a supervisor. (Based on severity of incident.)
- Roaming, or loafing, or congregating during working hours.

Class IV Misconduct

The first occurrence of a Class IV Misconduct is reason for an **oral reprimand**. Repeat occurrences or more serious infractions may result in accelerated disciplinary action up to and including a written reprimand, suspension and/or termination. Reasons for an oral reprimand and progressively more serious actions include, but are not limited to the following:

- Violation of the Authority's Dress and Appearance Policy.
- Continued, undocumented use of unscheduled leave. (The reasonable use of sick leave shall not be considered as excessive use of unscheduled leave.)
- Failure to follow instructions and/or procedures.
- Violation of Punctuality Guidelines.
- Inefficient, careless, or poor job performance.
- Poor productivity.
- Absence from work area without permission.
- Extended lunch or break period.
- Not getting along or cooperating with co-workers.
- Not responding politely to customers or co-workers.
- Violation of the Authority's Property Policy.
- Disruptive practical joking or horseplay.
- Insubordination toward a supervisor. (Based on severity of incident.)

Class V Misconduct

The first occurrence of a Class V Misconduct is reason for an **oral counseling**. Repeat occurrences or more serious infractions may result in accelerated disciplinary action up to and including an oral reprimand, a written reprimand, suspension and/or termination.

Reasons for an oral counseling and progressively more serious actions include, but are not limited to, the following:

- Inefficient, careless, or poor job performance.
- Poor productivity.
- Absence from work area without permission.
- Extended lunch or break period.
- Not getting along or cooperating with co-workers.
- Not responding politely to customers or co-workers.
- Insubordination toward a supervisor. (Based on severity of incident.)

MULTIPLE VIOLATIONS

In the event there are multiple disciplinary actions in the employee's personnel file which are still active and are for unrelated misconduct, cause for immediate termination may occur. Examples when multiple performance actions may result in immediate termination are:

Misconduct warranting suspension may result in immediate termination if the employee has two (2) written warnings, within the time frame when they are deemed to be "in effect", for similar or separate incidents of misconduct.

Misconduct warranting a written warning may result in immediate termination if the employee has received two (2) previous written warnings **and** an oral counseling, within the time frame when they are deemed to be "in effect", for similar or separate incidents of misconduct.

Other causes for termination under the multiple violation's clause will be reviewed by the Executive Director (or their designee), the employee's Department Director, the employee's Immediate Supervisor and the Director of Human Resources.

Effective: 01/01/05

Revised: 10/20/09, 06/13/12, 03/26/13, 10/01/2019

Section 12.11 PERSONAL DATA CHANGES

Employee personnel records will be maintained by the Human Resources Department. Employees are required to promptly update changes in personal data via Employee Self-Serve within the latest HR/Payroll software package:

Name - any legal changes
Marital status – a scanned copy of Marriage License must be sent to the Human Resources Executive Assistant
Address
Telephone Number
Cellular Telephone Number
Personal E-Mail Address
Formal education, course work or specialized training
Emergency Contacts
Life Insurance, Retirement Plan, & Deferred Compensation Plan Beneficiary
W-4 updates
Direct Deposit and Payroll Deduction changes
Dependent information changes
Training certificates and/or job required licenses.

Effective 01/01/05, 11/01/08, 10/01/14, 10/01/16, 10/01/2019

Section 12.12 PROBATIONARY REVIEW – BARGAINING UNIT EMPLOYEES

All newly hired and/or newly promoted bargaining unit employees will be reviewed by their immediate supervisor prior to the end of their probationary period. During the six-month probationary period, the immediate supervisor will give the new employee feedback on their progress. This feedback is meant as a tool for providing probationary employees guidance in areas of their performance which may need improvement. However, in the case of a newly hired employee, the supervisor may make the decision to terminate the employee prior to the end of the six-month probationary period.

All promoted employees shall be on trial status for the first six (6) months following the promotion. The purpose of trial status is to determine that the person is qualified to perform the job. If it is determined that the person is not able to satisfactorily perform the job, they may be removed from the job during the trial period and returned to the employee's prior classification if that job is still available. If the job is not available, the employee will be offered any job that is available in a Salary Range equal to or lower than the classification they are vacating if qualified for the job. If no position is available for which the person is qualified, the employee may be terminated, subject to the Grievance Procedure article of the current CWA Agreement.

Established: 01/01/01 Effective: 01/01/05
Revised: 10/01/06, 10/01/10, 12/05/14, 10/01/16, 10/01/2019

Section 12.13 PROBATIONARY REVIEW – NON-BARGAINING EMPLOYEES

All newly hired and/or newly promoted non-bargaining employees will be reviewed by their immediate supervisor prior to the end of their six-month probationary period. During the

six-month probationary period, the immediate supervisor will give the new employee feedback on their progress. If the new employee is not performing at a satisfactory rate, the supervisor may make the decision to terminate the employee prior to the end of the six-month probationary period.

All promoted employees shall be on trial status for the first six (6) months following the promotion. The purpose of trial status is to determine that the person is qualified to perform the job. If it is determined that the person is not able to satisfactorily perform the job, they may be removed from the job during the trial period and returned to the employee's prior classification if that job is still available. If the job is not available, the employee will be offered any job that is available in a Salary Range equal to or lower than the classification they are vacating if qualified for the job. If no position is available for which the person is qualified, the employee may be terminated.

Effective 01/01/05

Revised: 10/01/16, 10/01/2019

Section 12.14 PROPERTY/EQUIPMENT/SUPPLIES POLICY

All FKAA property/equipment/supplies (all real and personal property, purchased and under the control of and in the possession of the FKAA) is to be used for FKAA business. Persons not employed by the FKAA may not use FKAA property/equipment/supplies (hereinafter "property").

All property issued to an employee must be returned at the time the employee terminates employment or whenever the employee's Supervisor, Manager, or Director (or designated representative) requests its return. The value of any property issued, but not returned, may be deducted from an employee's paycheck.

The following provides specific guidelines on the storage, use, disposal, and care of FKAA property:

Storage of FKAA Property/Equipment/Supplies: The FKAA requires that all property be stored at night and over weekends and holidays in fenced, secured areas designated by the Department Director or their designee. Employees who have been given authorized use of property at night or over weekends are responsible for the safe storage of such property.

Disposal of FKAA Property/Equipment/Supplies:

- Fixed Assets: All FKAA Property which are fixed assets (including any assets which are assigned fixed asset numbers, have been etched or any untagged assets) will be surplus and disposed of

in accordance with FCAA Enabling Legislation which discusses ownership of property and in conformance with Chapter 273 of Florida Statutes.

- **Miscellaneous Property/Equipment/Supplies:** Any and all other FCAA property which has not been assigned a fixed asset number (i.e. office furniture, tools, parts, etc.) may be disposed of with prior approval from the immediate supervisor, provided all FCAA offices have been notified of the available property, and the supervisor has exhausted all efforts to determine no FCAA office has a business need or use for this property. Items to be disposed of within this category may be released to an employee with the supervisor's permission.
- **Recyclable Property/Equipment/Supplies:** No FCAA Property (including parts) will be recycled, sold or disposed of by any employee for personal financial gain.

Care of FCAA Property: Employees will be held financially responsible for deliberate acts or gross negligence which results in loss of or damage to property.

Effective: 01/01/05

Revised: 11/16/07, 03/22/13, 12/05/14, 10/01/2019, 10/01/2025

Section 12.15 SAFETY

Your safety is of the utmost concern to the FCAA. Accidents can be serious, causing you pain and possible loss of your ability to perform your job. If you see unsafe conditions, report them immediately to your supervisor so they can be eliminated.

If you have an on-the-job accident, **report it at once to your supervisor** so you can be sent for treatment, if necessary. **All on-the-job accidents must be reported by you or your supervisor immediately to the Human Resources Department.** Even minor accidents must be reported since unsafe conditions might exist that could result in future injuries if not corrected.

Failure to notify your supervisor or the Human Resources Department may result in disciplinary action up to and including termination.

Remember . . . being aware, alert and safety conscious is your best protection against on-the-job accidents.

Effective 01/01/05

Revised: 10/01/19

Section 12.16 SEAT BELT POLICY

Florida Law requires seat belts be worn by persons, in the front seat of vehicles at all times.

This law stipulates that drivers and front seat passengers must have their seat belts properly secured while the vehicle is in operation.

Every employee must comply with the Law and wear seat belts when operating or riding in an Aqueduct vehicle.

Any employee seen to be operating or riding in an FKAA vehicle without having their seat belt properly secured will be disciplined.

Established 05/01/99 Effective 01/01/05

Section 12.17 SMOKING & VAPING POLICY

FKAA is dedicated to providing a healthy, comfortable and productive work environment for all employees. This goal can be achieved only through ongoing efforts to protect non-smokers/non-vapers and to help employees adjust to restrictions on smoking/vaping.

Smoking/Vaping Prohibited Areas:

All FKAA Buildings
All FKAA meetings/meeting place
All FKAA vehicles
All break rooms, restrooms, and elevators.

Designated Smoking/Vaping Areas:

Outdoor break areas at office buildings in:
Key West (Administration Building)
Marathon (Customer Service Building)
Tavernier (Customer Service Building)

Enforcement:

The success of this policy depends upon the thoughtfulness, consideration and cooperation of smokers/vapers and non-smokers/non-vapers. All employees share in the responsibility for adhering to and enforcing the policy. Any conflicts should be brought to the attention of the appropriate supervisory personnel and if necessary, the Director of Human Resources. In all cases the right of a non-smoker/non-vaper to protect their health and comfort will take precedence over an employee's desire to smoke/vape.

We understand that vapers could be trying to eliminate or cut back their use of cigarettes and that is why they have turned to vaping; therefore, having to share the same "smoking/vaping" designated area could be an issue. We ask each area Director/supervisor to designate different smoking and vaping areas outside of their respective building for the comfort of all employees.

Established 05/01/99 Effective 01/01/05, 02/04/13, 01/01/15, 10/01/2019

Section 12.18 STANDARDS OF CONDUCT

FCAA employees are regarded as public employees and Florida Statutes 112 regarding ethics laws prohibit certain actions or conduct and requires the disclosure of specific information.

Prohibited actions or conduct include, but are not limited to:

- No employee shall solicit or accept anything of value, including a gift, loan, rewards, promise of future employment, favor or service based upon any understanding that the official action or judgment of the employee would be influenced thereby.
- No employee acting in an official capacity shall do business with their or their spouse or child's business or agency.
- No employee shall corruptly use or attempt to use their official position to secure a special privilege, benefit, or exemption for himself, herself, or others.
- No employee shall have or hold any employment or contractual relationship with any business entity or agency which is subject to the regulation of or is doing business with the FCAA; nor shall an employee have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between their private interests and the performance of their public duties.
- No current or former employee shall disclose or use information not available to members of the general public for their personal gain or benefit or for the personal gain or benefit of any other person or business entity.
- No employee of the Authority may solicit any customer or fellow employee for outside employment, while on FCAA time. (FCAA time is any time you are being compensated by the Authority; during normal working hours or while on standby.)
- No outside employment shall be performed while on FCAA time.
- No employee shall wear their FCAA uniform while performing outside employment, either for themselves or another business.
- No employee shall use any FCAA property or equipment (i.e., cell phone, computer, vehicle, tools, etc.) while performing outside employment.
- No employee may act as a spokesperson on FCAA policies or news items, other than as required by their job without prior permission from the Executive Director.
- No employee may distribute, display or post political material on FCAA premises or property.

If an employee is uncertain as to whether they may be in violation of this policy, clarification may be obtained from the General Counsel.

The Executive Director may at any time require a statement of disclosure from any employee if he or she has reason to believe that said employee may be in violation of this policy.

Effective 01/01/05

Revised: 09/01/06, 05/09/11, 12/05/14, 10/01/2019

Section 12.19 TECHNOLOGY POLICY

FKAA provides Network, Internet, Intranet, and Electronic Mail (e-mail) resources, **as authorized**, for each FKAA employee. This practice establishes authorization for employee use of FKAA Network, Internet, and e-mail resources and development of Internet applications and publications.

FKAA provides these resources to FKAA employees to facilitate and enhance their ability to perform their work at high levels of productivity and business efficiency. In keeping with that purpose, conservation, protection, and the security of computing hardware and network resources are essential for FKAA's business operations.

BUSINESS USE OF THE INTERNET, INTRANET, SOCIAL NETWORKS AND E-MAIL

FKAA supplies Internet hardware, software, network interconnections, and e-mail for business use for employee communications, computer applications, and workflow automation. Internet services will be allocated to individuals as determined by their Department Director. Employees must follow FKAA's Identity Guidelines for posting materials and FKAA's Standards of Ethical Conduct.

FKAA Internet facilities automatically collect usage information for service management purposes and may be read by the appropriate systems administrator and management. All electronically transmitted information is subject to the Florida Department of State's General Schedule for State and Local Government Agencies, GS1-SL, Chapter 119, Rules 1B-24, Electronic Mail Policy. Employees should have no expectation of privacy for the content of messages or files sent, received, saved, or maintained on FKAA computing resources; or to the identification of sites accessed through Internet, e-mail, or file transfers. Use of FKAA's computing resources constitutes consent to monitoring, copying, and using any computer records.

PERSONAL USE OF THE INTERNET, SOCIAL NETWORKS AND E-MAIL

Personal use of the Internet, Social Networks and e-mail is prohibited except for the incidental, acceptable use described below. Prohibited personal use may result in disciplinary actions as outlined in the FKAA's Performance Guidelines.

USE GUIDELINES

The following guidelines are provided to help employees determine approved official use and acceptable incidental use of Network, Internet, Intranet, Social Networks (Twitter, Face Book, etc.) and e-mail facilities.

Approved Official Use - The following are approved official uses of the Internet, Intranet, Social Networks and e-mail:

- To support FCAA work activities.
- To provide information to the public, relative to FCAA services, news events, job postings, etc. on social networks (i.e., Face Book, Twitter, etc.) Any messages that might act or could reasonably be interpreted as the "voice" or position of the FCAA must be pre-approved by the Executive Director or their designee. Any identification of the author, including usernames, pictures, logo, or any intellectual property of the FCAA will not be allowed without prior permission by the Executive Director or their designee. A message must not disclose any confidential information of the FCAA.
- To access information, news, practices, standards, or procedures that are related to FCAA business.
- To perform research for classes for which FCAA provides reimbursements.
- To correspond with instructors and classmates regarding FCAA-sponsored school assignments.
- To correspond with immediate family members while in travel status.
- For job searches if you have been formally notified that your job is at risk.
- To access any site or activity not mentioned above that has been officially approved by FCAA Department Directors.

Acceptable Incidental Personal Use - The following are acceptable incidental uses of the Internet, and e-mail:

For personal use of the Internet limited to web site visits of reasonable duration and frequency which do not adversely affect the employee's performance of official duties, and which are not listed as an Unacceptable Use.

For personal use of e-mail limited to point-to-point e-mail messages or web transactions of short duration to conduct personal business (consistent with the policy for personal local telephone calls) (no broadcasts or mass mailings) which do not adversely affect the employee's performance of official duties, and which are not listed as an Unacceptable Use. To access and use electronic bulletin boards or news groups that have been approved by the Executive Director and sanctioned for personal use.

FCAA is not responsible for personal information stored on FCAA personal computers.

Unacceptable Use - The following unacceptable uses of the Internet and e-mail are prohibited:

- To intentionally or recklessly damage or interfere with computer or network resources, computer data, the activities of others, files, programs, or other information.
- To "surf" (aimless exploration from one web site to another without a specific business purpose).
- To gain any personal monetary/commercial profit including trading or selling, or to operate a business or solicit employment except as described above.

- To send or access e-mail or other communications, images, files, or programs containing offensive or harassing statements, hate speech, or sexually explicit material, including comments based on race, national origin, sex, sexual orientation, age, disability, religion, or political beliefs.
- To initiate or forward electronic chain letters.
- To engage in illegal activities such as forgery, misrepresentation, and other security-related violations of applicable rules and regulations (e.g., e-mail forgery) or activity inconsistent with the FKAA Standards of Ethical Conduct or to threaten, harass, or engage in other criminal offenses.
- To download or upload to the Internet, or transport across the FKAA network, material that is illegal, proprietary, or in violation of copyright laws or FKAA guidelines.
- To use Internet-based screen savers without approval from Department Directors, direct reports to the Board, or designated representatives.
- To access non-business sites who incur a charge to FKAA.
- To use Internet-based audio, video, or radio services for entertainment purposes.
- To access or attempt to access another individual's data or information, or to use or attempt to use another individual's password without a "business need to know" justification.
- To play games on FKAA time.
- To purchase computer hardware or software without the approval of your Department Director and the Director of Information Technology.

BLOCKING INTERNET SITES

FKAA may block an employee's access to Internet sites that FKAA believes are not needed for employees to perform their FKAA work. Examples of sites that will be blocked are pornography sites, hate sites, and other sites that are clearly not related to FKAA business. In the event an employee believes that access to a blocked site is necessary for the employee to perform their FKAA work, and the employee's Department Director approves, access to the blocked site will be restored.

DEVELOPMENT OF INTERNET APPLICATIONS AND PUBLICATIONS

The FKAA Internet and e-mail policy is published to address critical issues such as exposure of business sensitive information, consistency in FKAA image, maintenance and timeliness of material presented on web pages, and access security. FKAA employees engaged in Internet applications development and publishing shall conform to the provisions of the FKAA Internet Development Procedure, which contains instructions on Internet development and publishing. Information Technologies maintains the procedure. Also, Information Technologies maintains and controls the technical environment for all Internet development. This includes access control, security, software, and hardware, as well as procurement of all Internet site (domain) names, regardless of whether the site is housed on FKAA premises

or a commercial Web hosting facility.

For FCAA public web sites, the Deputy Executive Director is responsible for providing final approval for content and facilitating issues of business sensitivity and consistency in corporate image.

Organizational approval for posting material to the Internet is controlled at the Department Director level. The Director of Information Technology directs the development of Internet and Intranet procedures that are specific to the organization and the Department Directors are responsible for approval of department specific Web page content as appropriate.

ELECTRONIC AUDITING

There is no expectation of privacy with respect to an employee's use of the Internet, including social networks or e-mail.

Users should be aware that the Executive Director, our General Counsel, or our Internal/Compliance Auditor are authorized to periodically audit, inspect, and/or monitor Internet, social networking and e-mail activity as deemed appropriate.

Since there is no guarantee of privacy, monitoring employee usage of e-mails, social networks and the internet may reveal sensitive and personal circumstances such as information regarding employee finances, medical history, legal communications, etc.

Monitoring of the substance of personal, medical, attorney-client, or financial information transmitted by or to an employee over FCAA computer resources for FCAA or Retirement System purposes is prohibited, except as provided above.

Allegations of abuse of this practice shall be referred to the appropriate FCAA Department Director in the employee's organization for investigation and coordination within FCAA or other authorities, as appropriate.

Electronic monitoring within all FCAA networks ensures its integrity and security. In specific situations, monitoring may be used to support identification, termination, and/or prosecution of unauthorized or illegal activity. Employees are notified by this practice that electronic monitoring is used. The following electronic monitoring mechanisms are capable of being recorded:

- Access to the system, including successful and failed login attempts, and logouts.
- Inbound and outbound file transfers.
- Terminal connections (Telnet) to and from external systems.
- Sent and received e-mail messages, files.
- Web sites visited, including uniform resource locator (URL) of pages retrieved.
- Date, time, and user associated with each event.

There are no warnings notifying users that auditing and monitoring are in place. An automated log analysis program will also monitor incoming log entries, and events or trends indicative of a potential security problem will be reported to the affected system administrators and management.

ROLES

Information Technologies

Information Technologies (IT) provides and/or develops procedures to assist departments with Web pages. IT evaluates emerging technology for appropriate use at FKAAs and provides technical training and technical support for IT supported products which adhere to industry standards. IT provides technical expertise in operating systems and applications development to assist the business unit in the technical implementation of Internet applications.

With the input from the affected department, IT shall establish guidelines for those employees, such as system administrators, who have access to or use of information under this practice.

The Information Technology Department provides assistance to FKAAs departments to address content issues such as information correctness and business sensitivity.

FKAAs Departments

Departments ensure that published information complies with the FKAAs Internet Development Procedure, as well as establish guidelines for their organizations, if necessary.

FKAAs Employees

Employees must leave on and lock their computers every night. This is to ensure computer and antivirus updates are applied on a timely basis. All laptops other than those used for on-call requirements must be physically attached to the network at the end of each workday through a docking station or a direct connection to a network cable.

Revised: 11/16/07, 03/10/10, 11/30/12, 02/04/13, 10/01/16, 01/30/17, 10/01/2019

Section 12.20 VEHICLE ACCIDENT POLICY

In the case of an accident involving a company vehicle, no matter how minor the damage, the FKAAs employee must immediately notify their immediate Supervisor or Manager. An

accident refers to any incident involving a third party (no matter the dollar value of the damage) or any incident with property damage. The employee and/or their immediate supervisor will notify the proper law enforcement agency, if applicable, before the vehicle is moved. The employee will make a written report of the accident and submit it to their supervisor, who will submit a copy to the Safety and Human Resources Department. The employee will also be subject to drug and/or alcohol testing, as set forth under the FKAA's Drug Free Workplace Policy. **All unexplained damage must be documented on a Conversation Record form and submitted to the Operations Department, with a copy to the Human Resources Department.**

In the case of the first avoidable accident by an FKAA employee in a company vehicle, if the employee is at fault ("fault" being determined by the law enforcement agency's accident report, the supervisor's accident report, or safety investigation) and the incident results in property damage totaling \$500 or more, the employee will be subject to disciplinary action. Disciplinary action will be considered, as recommended by the Department Director, using severity and circumstances of the accident as criteria. All disciplinary action must be discussed with the Director of Human Resources, prior to the employee receiving the disciplinary action, to ensure all procedures are followed. A copy of the approved disciplinary action must be sent to the Human Resources Department for the employee's personnel file once it is signed by all parties.

In the case of a second avoidable accident by an FKAA employee, it is mandatory that the employee attend a defensive driver training program conducted by a certified training organization, recognized by the Department of Motor Vehicles or State of Florida, **on their own time**. The employee shall be responsible for the expense of the course, and they may be subject to disciplinary action, up to and including termination, as recommended by the Department Director, using severity and circumstances of the accident as criteria.

In the case of any additional avoidable accidents by an FKAA employee, the employee is subject to termination. The severity of the accidents will be taken into consideration.

All accidents on record will be considered for the purpose of determining the proper disciplinary action.

In the case of all accidents by an FKAA employee, whether it is serious or not, failure to report an accident and/or failure to cooperate in the investigation of an accident may result in disciplinary action, up to and including termination.

Effective 01/01/05, 11/01/08

Revised: 03/26/13, 10/01/16, 10/01/2019, 06/03/2024

Section 12.21 VEHICLE POLICY

FKAA trucks and other vehicles are to be used solely for FKAA business. Persons not employed by the FKAA are prohibited from riding in an FKAA vehicle without prior

authorization of the Department Director.

If assigned to operate an FKAA vehicle:

1. You must have a valid Florida Operator's/Class A CDL license. If the status of your license changes (i.e., is suspended or revoked), you are required to tell your supervisor immediately. (See Driver License Policy)
2. You must obey all traffic laws.
3. You are responsible for any tickets you receive while operating FKAA vehicles.
4. You are responsible for seeing that the vehicle is fueled, serviced, and equipped for the day's work; check the oil and water when refueling.
5. You must store the vehicle at night, over weekends, and during hurricane emergencies in a fenced and secured FKAA yard (or other designated area).
6. You may be held financially responsible for any vehicle abuse, negligent or reckless operation that results in damage to vehicles or equipment.
7. You may not reassign the vehicle to another employee without the written permission of the Department Director.
8. You may not park an FKAA vehicle adjacent to any liquor store, bar, lounge or similar establishment unless on official FKAA business.
9. No unauthorized accessories or bumper stickers are permitted on any FKAA vehicle and/or equipment.
10. Any employee using a pooled vehicle must make sure the vehicle is returned with at least 1/2 tank of fuel, and no warning lights or indicator lights on, and you must report all maintenance needs to the Director of Water Operations, or their designee.
11. No FKAA vehicle shall be left running without someone inside of the vehicle.
12. No smoking/vaping allowed in any FKAA vehicle.

Employees authorized to take vehicles home under this Policy agree:

1. To clean the vehicle.
2. To park the vehicle in a designated FKAA yard during absences (annual leave, lengthy sick leave, etc.).
3. Unless you are assigned standby, you will be taxed by the Internal Revenue Service for the added benefits of an employer-provided vehicle for commuting. For most employees this will mean an additional \$3.00 per day, or the IRS regulated amount, added to their W-2 earnings each year. For more information on this benefit valuation, contact the Human Resources Department or Finance Department.
4. Explained or unexplained damage to vehicles must be reported immediately as per the Vehicle Accident Policy.

FLEET VEHICLE ASSIGNMENT CRITERIA

Assignments of FKAA vehicles will be determined based on the job responsibilities and transportation needs of employees. The assignments will be determined as either Work Hour Assignments, Stand-by 24-hour Assignments or 24-hour Assignment as approved by

the Executive Director.

24 HOUR ASSIGNMENT

The purpose of a 24-hour vehicle assignment is to provide efficient transportation for employees whose area of responsibility covers the entire geographic area of the system and frequent travel throughout the system is required and expected. Other factors to be considered are the frequency of evening meetings, and if special tools or equipment are carried in the vehicle for use by the employee.

24-hour vehicle assignments may be permanent, project specific, or for the Construction Crew as follows:

PERMANENT ASSIGNMENTS

Permanent 24-hour Vehicle Assignment is the regular assignment of a vehicle intended for employees who have responsibilities across all or a major portion of the geographic area of the system when those responsibilities regularly require the employee to travel to those sites.

PROJECT SPECIFIC 24-HOUR ASSIGNMENT

Project Specific 24-hour Assignment is a temporary vehicle assignment intended for employees who are assigned responsibility of construction projects across all or a major portion of the geographic area of the system when frequent travel to various project sites is required and when reporting to the employee's base location to get a vehicle is either inefficient or impractical. Justification of Project Specific Vehicle Assignment must be reviewed and reauthorized with the Executive Director every 6 months from the date of the initial vehicle assignment.

CONSTRUCTION CREW 24-HOUR ASSIGNMENTS

The FCAA Construction Crew operates on a four 10-hour day work schedule to minimize mobilization to the job site and set-up of daily construction activities. The Construction Crew is required to report to the job site at 7:00 a.m. and work until 5:30 p.m. with a half (½) hour for lunch. To maximize efficiency, the Construction Crew employees are assigned vehicles for 24-hour use.

WORK-HOUR VEHICLE ASSIGNMENTS

Vehicles are assigned to employees for work hours only when a vehicle is needed to carry equipment, tools, and parts that the employee needs to perform their job duties; or if an employee's job duties require frequent travel that makes use of a pooled vehicle impractical. The employee must park the work-hour vehicle at their base location unless the Department Director can demonstrate to the Executive Director that parking the vehicle at a location other than the employee's base location is in the best interest of the FCAA.

Work hour assigned vehicles may be parked at an employee's residence overnight as authorized by the Department Director on a case-by-case basis when an employee needs the use of a work-hour vehicle, or pooled vehicle, when the employee has a need to travel

early morning or has a late day meeting which makes parking the vehicle at the employee's base location impractical or an inefficient use of time.

STAND-BY 24-HOUR ASSIGNMENT

Employees required to work Stand-by for Customer Service or Operational needs are assigned a vehicle for overnight use only on the nights or weekends that they are assigned Stand-by Duty. This vehicle assignment provides for efficient response to customers, water main leaks, etc.

Policy Established: 01/01/05

Revised: 06/19/08; 04/12/10, 03/22/13, 10/01/16, 10/01/2019

Section 12.22 VIOLENCE IN THE WORKPLACE POLICY

The purpose of this policy is to provide a safe environment for conducting Authority business for employees, customers, visitors and the general public by prohibiting, preventing and taking action in response to work-related acts of violence.

This policy and procedure apply to all Authority employees and all Authority facilities.

For purposes of this policy, **acts of violence include**, but are not limited to:

1. Verbal abuse (harassment & threats), assault, threatening or obscene language or behavior, or
2. Aggressive, harmful, dangerous, or violent physical actions, including assault and stalking, or
3. Actions which endanger Authority employees, directly or incidentally, or
4. Actions of destruction or sabotage of Authority property, including but not limited to vehicles, buildings, and equipment, or
5. Improper or dangerous use or display of any weapon or object used as a weapon.

For the purpose, of this policy, **work related acts include**, but are not limited to, those which:

1. Take place on Authority premises and affect Authority property, employees, or representatives, or
2. Involve one or more Authority employees or representatives, acting in their official Authority capacity, or
3. May occur off Authority premises, but are related to Authority business, or
4. May occur outside of normal working hours, but are related to Authority business, or
5. Involve the use of Authority equipment, vehicles, communication equipment (i.e., telephone, fax, computer, VHF, etc.)

The Authority is concerned about society's increased violence, which has filtered into many

workplaces throughout the United States. To help prevent incidents of violence from occurring, the Authority is implementing this policy on workplace violence. It is the policy of the Authority to expressly prohibit any acts or threats of violence by any employee or former employee against any other employee in or about its facilities or elsewhere at any time. The Authority will not condone any acts or threats of violence against its employees, customers, or visitors by any individual on the Authority's premises at any time or while such individual is engaged in business with or on behalf of the Authority, on or off the Authority's premises.

In keeping with the spirit and intent of this policy and to ensure the Authority's objectives in this regard are attained, the Authority is committed to the following:

- a. Providing a safe and healthy work environment, in accordance with the Authority's policy on safety and health.
- b. Taking prompt remedial action up to and including immediate termination against any employee who engages in any threatening behavior or acts of violence or who uses any obscene, abusive, or threatening language or gestures.
- c. Taking appropriate action when dealing with trespassers, customers, former employees, or visitors to the Authority's facilities who engage in such behavior. Such action may include notifying the police or other law enforcement personnel and prosecuting violators of this policy to the maximum extent of the law.
- d. Prohibiting employees, former employees, customers, and visitors from bringing unauthorized firearms or other weapons onto the Authority's premises; or
- e. Establishing viable security measures to ensure that the Authority's facilities are safe and secure to the maximum extent possible and for properly dealing with access to Company facilities by the public, off-duty employees, and former employees.

In support of this policy, the Authority continues to educate our employees on the use of our Employee Assistance Program (EAP). Any employee who displays a tendency or propensity to engage in violent, abusive, or threatening behavior or who otherwise engages in behavior that the Authority, in its sole discretion, deems offensive or inappropriate may be referred to the EAP for counseling or other appropriate treatment. Such employee will also be subject to disciplinary action, up to and including termination.

In furtherance of this policy, employees have a "duty to warn" their supervisors or a human resources representative of any suspicious workplace activity, situation, or incident that they observe or know of, that involve other employees, former employees, customers, or visitors that appear problematic.

The Authority will take prompt remedial action against any employee, customer, visitor, or individual who engages in any behavior prohibited by this policy.

- a. The Authority will establish security measures, to the extent practical, to ensure that Authority facilities are safe and secure against actions prohibited by this policy.

- b. All incidents of violence must be immediately brought to the attention of the Director of Human Resources and the Executive Director.
- c. Employees, supervisors, etc. will take all reasonable immediate action to protect victims of violent actions from further harm. Actions which will increase further danger must be avoided. When necessary, local law enforcement agencies must be notified as soon as possible.
- d. After any imminent danger or threat has been dealt with, an employee, supervisor, etc. has the duty to notify their immediate supervisor of any incident or activity that is in violation of this policy. Reports made pursuant to this policy will be held in confidence **to the extent possible**. The Authority will not tolerate any form of retaliation against anyone who makes a report under this policy.
- e. The Executive Director will be notified of any prohibited acts by the affected employee. The Executive Director will determine the extent of remedial and disciplinary action to be taken. In making the determination, the Executive Director (or their designee) will consult with employees, supervisors, law enforcement officials, EAP representatives, etc. to assist in the recommendation of the appropriate disciplinary action to be taken.
- f. All disciplinary action will be administered in compliance with the C.W.A. Union Agreement and all Federal and State laws.

UNIVERSAL "ZERO TOLERANCE" STATEMENT:

Violence of any type, which can range from intimidation, threats, harassment to assault, rape and even homicide, **will not be tolerated**. Any, and all violators of this policy, no matter what position they occupy on the organizational chart or within the community, will be dealt with in a swift, judicious, and definitive manner.

Board Approved: 06/26/02

Revised: 10/20/09, 02/04/13, 10/01/2019

Section 12.23 WEAPON POLICY

Introduction

The Florida Keys Aqueduct Authority believes it is important to establish a clear policy that specifically addresses weapons in the workplace.

Policy

As used in this policy, the term "weapon" includes any form of weapon or explosive restricted under local, state, or federal regulation. This includes all firearms, knives with a blade longer than 3 ½" in length or other weapons covered by the law. [Legal chemical dispensing devices, such as pepper sprays that are sold commercially for personal protection, are not covered by this policy.] If you have a question about whether an item is covered by this policy, please call Human Resources. **You will be held responsible for making sure beforehand that any covered item you possess is not prohibited by this policy.**

The Authority prohibits all customers and invitees who enter Authority property from

possessing a handgun, firearm, or prohibited weapon of any kind on Aqueduct property. The only exception is that a customer or invitee may possess a legally owned firearm when such firearm is lawfully possessed and locked inside or locked to a private motor vehicle in a parking lot and when the customer or invitee is lawfully in such area.

The Authority also prohibits employees who enter Authority property from possessing a handgun, firearm, or prohibited weapon of any kind on Aqueduct property. The only exception to this policy is an employee who possesses a valid license issued pursuant to F.S. 790.06 (License to carry concealed weapon or firearm) may possess a legally owned firearm when such firearm is lawfully possessed and locked inside or locked to a private motor vehicle in a parking lot when the employee is legally in such area.

All Authority employees are also prohibited from possessing a weapon while in the course and scope of performing their job for the Authority or at any authorized Authority event, whether they are on Authority property at the time or not unless the employee possesses a valid license issued pursuant to F.S. 790.06 (License to carry a concealed weapon or firearm) and possesses a legally owned firearm when such firearm is lawfully possessed and locked inside or locked to a private motor vehicle in a parking lot and when the employee is lawfully in such area.

Authority property covered by this policy includes, without limitation, all Authority owned or leased buildings and surrounding areas such as sidewalks, walkways, driveways and parking lots under the Authority's ownership or control. Authority vehicles are covered by this policy, at all times regardless of whether they are on Authority property at the time.

Searches

The Authority reserves the right to conduct searches of any person, vehicle, office, or other area under the control of the employee when the Authority has reason to believe that this policy has been violated. The only exception to a search is that an employee who possesses a valid license issued pursuant to F.S. Statute 790.06 (License to carry a concealed weapon or firearm) and possesses a legally owned firearm when such firearm is lawfully possessed and locked inside or locked to a private motor vehicle in a parking lot and when the employee is lawfully in such area, the employee's private motor vehicle may not be searched.

Violations

Failure to abide by all terms and conditions of the policies described above may result in discipline up to and including termination. Further, carrying a weapon onto Authority property in violation of this policy will be considered an act of criminal trespass and will be grounds for immediate removal from the Authority property, and may result in prosecution.

THIS POLICY SHALL NOT BE CONSTRUED TO CREATE ANY DUTY OR OBLIGATION ON THE PART OF THE AUTHORITY TO TAKE ANY ACTIONS BEYOND THOSE REQUIRED OF AN EMPLOYER BY EXISTING LAW.

If you become aware of anyone violating this policy, please report it to your supervisor or the Director of Human Resources immediately.

Effective 01/01/05

Revised: 07/01/08, 10/20/09, 02/04/13

Section 12.24 WHISTLE BLOWER PROGRAM

It is the policy (pursuant to Sections 112.3187 – 112.31895, Florida Statutes) of the Florida Keys Aqueduct Authority (FKAA) that its employees and members of the public have the opportunity to confidentially report allegations of wrongdoing, inappropriate conduct, and actions that may create specific danger that jeopardize the health, welfare and safety of its employees as well as the general public. It is also the intent of the policy to protect individuals from adverse action, i.e., retaliation for disclosing and reporting information alleging improper use of office, waste of funds, or any other abuse or neglect of duty on the part of an agency, employee, or management.

Procedures for Whistle Blower Complaints and Complaints of Retaliation:

- The Internal Compliance Auditor who reports directly to the Board of Directors shall receive allegations (provided that the allegations do not involve the Internal Compliance Auditor) pursuant to this policy. If the allegations involve the Internal Compliance Auditor, then General Counsel shall receive the report. Reports of alleged wrongdoing must be submitted in writing (see attached forms) and must include a verifiable name, address, and telephone number of the reporter. Forms are available on the Florida Keys Aqueduct Authority's Insider Web Page and can be completed and submitted electronically. The name and identity of any individual who files a written whistleblower report of wrongdoing and the confidentiality of the information disclosed is protected pursuant to Section 112.3188, Florida Statutes, as amended. The Statute states that the name and identity of any individual and information provided shall remain confidential so that investigative procedures can be performed without revealing the source.
- Employees are encouraged to bring concerns to their supervisors for discussion and resolution. If the concerns are of a sensitive nature and it is felt that resolution cannot be accomplished by the supervisor, then the appropriate Complaint Forms should be completed and forwarded to the Internal Compliance Auditor. Reports of alleged wrongdoing which are not in this format, i.e., Whistleblower Complaint Form and the Retaliation Complaint Form will not be investigated by the Internal Compliance Auditor and pursued under this policy. Also, if the complaint is not one of the types of improper activity listed (on page 2) then it does not meet whistleblower criteria and a complaint should not be filed on the Whistle Blower Complaint Form. All concerned individuals are encouraged to contact either the Internal Compliance Auditor or the General Counsel to determine whether the alleged wrongdoing meets whistle blower criteria.
- Whistleblower investigations will be concluded with the forwarding of a written report

with findings and conclusions submitted to the Chairman of the Audit Committee and a copy to all other Board Members within ninety (90) days of the date on which allegations were received. The Chairman of the Audit Committee will then discuss the findings with the Executive Director (provided that the allegations do not involve the Executive Director, if so then these allegations will be brought before the entire Board of Directors for resolution) and General Counsel. Then, the Executive Director or the Board of Directors shall implement the appropriate corrective action.

Board Adopted: February 22, 2007
Revised by Board: February 22, 2012

Section 12.25 WORKERS' COMPENSATION

Florida Workers' Compensation Law requires FCAA to give you a summary of your rights, obligations, and benefits if you are injured on the job.

You have a RIGHT to

- a safe workplace,
- complete information about the Workers' Comp. Law,
- insurance coverage beginning on your 1st workday for any job-related injury,
- prompt payment of benefits,
- assistance and guidance from the Div. of Workers' Comp. (1-800-342-1741) or,
- periodic notice on the status of your claim,
- copies of any medical information concerning your injury or illness,
- a division decision on any dispute over your claim within 10 days,
- a hearing before a Deputy Commissioner, if necessary, to settle any disputes concerning your claim.

You have an OBLIGATION to ...

- follow proper safety regulations,
- promptly (same day) report any job-related accident or illness to your supervisor,
- use the doctor chosen by the Workers' Compensation Carrier and get their authorization before obtaining medical care,
- cooperate with any rehabilitation programs necessary to return you to work,
- get receipts and ask for repayment if you have paid any medical or other costs related to the injury,
- report any wages, social security benefits or unemployment compensation you receive while under workers' compensation.

Benefits Provided by Workers' Compensation:

- payment of all approved medical costs related to your injury or illness,
- payment of reasonable transportation costs to and from the doctors' office,

- payment of a percentage of wages lost if you are permanently impaired or if your disability causes you to miss more than 7 days,
- rehabilitation and training if your injury keeps you from returning to your regular work,
- payment of attorney fees under some circumstances.

Workers' Compensation Procedures:

- All Doctor's appointments and treatment plans must be authorized prior to the visit by the Workers' Compensation Carrier.
- All prescriptions must be submitted through the Carrier. Provide a copy of the prescription authorization form to the Pharmacy. **Do not use your health insurance card.**
- A doctor's note must be obtained and sent to the Benefits and Risk Director after each visit. Employees must communicate all treatment plans and follow-up visits. A leave slip must be completed for each visit.
- If an employee misses time from work due to an on-the-job injury, they will use their own sick leave for the first 40 hours. All time thereafter will be paid by the carrier. See Section 11.13 of the employee handbook. Leave will be coded as (WC) sick leave, so it is not counted against the employee's attendance record.
- Employees will receive a packet of information in the mail from the Workers' Compensation Carrier. There are various forms that need to be completed by the employee and sent back to the carrier.

Communication with the Benefits and Risk Director and your Supervisor is critical.

Use of Leave for Compensable Injury. If an employee sustains a job-related injury entitling them to Workers' Compensation in accordance with the laws of the State of Florida, the employee shall not receive sick pay for the same day or days for which Workers' Compensation is received. During the first week of such job-related injury, the employee shall be paid out of their sick leave accrual. Beginning the eighth day, the Authority shall allow the employee to use their vacation or sick leave so that the leave and workers' compensation benefits approximately equal the employee's after-tax straight time salary through the remainder of their absences due to the injury until vacation and sick leave is exhausted by the supplemental payments. If the employee is absent 21 days or more and as a result receives pay from the State for the first seven days of injury, they shall reimburse the Authority for the first seven days of absence prior to returning to work and their sick leave accrual shall be credited accordingly.

Employees on a leave of absence under this section will for a period of up to six (6) months be returned to their former job if physically capable of performing that job. If the employee cannot return to their regular job within six (6) months, the employee's rights shall be as set forth under applicable state law and enforcement of those rights will be pursuant to procedures under state law.

Light Duty Assignments. Any employee involved in a work-related accident, who is prescribed by a licensed physician, to report to work on light duty will be assigned light duty **only** if it is available.

All such Workers' Compensation cases will be handled through the Human Resources Department. The Director of Human Resources or their designee will notify each Department Director of the need for light duty work to determine if any of their reporting divisions need additional manpower while the injured employee is assigned to light duty. Each case will be handled individually, giving consideration to the type of light duty requested by the physician, and the availability of compatible work. Light duty assignments will only last as long as the work lasts, or the employee is released from light duty, whichever occurs first.

All reports of Workers' Compensation injury may be investigated by the Workers' Compensation insurance company as well as the Florida Keys Aqueduct Authority. Any false reports of Workers' Compensation claims will be dealt with accordingly.

If you have any questions or any problems with a claim, call the Benefits & Risk Director.

Effective 01/01/05

Revised: 03/26/13, 04/27/106, 10/01/16, 10/01/2019

GRIEVANCE PROCEDURES

Section 13.1 DISCIPLINARY ACTION

FKAA relies on its employees to perform their jobs in accordance with the highest standards of public service. Counseling, along with disciplinary action, may sometimes be administered to let you know when and where you have failed to meet our standards. This is meant to be educational and performance enhancing.

All employees facing disciplinary action with the possibility of suspension, termination or demotion will be offered a hearing prior to the action being taken. This procedure ensures that all employees are given a chance to submit all facts relative to the disciplinary action being considered.

Should you at any time feel that counseling or disciplinary action taken is unwarranted or unjust, you are encouraged to discuss the matter with your supervisor, the Director of Human Resources, or any other appropriate member of management.

Note, too, that in cases involving suspension, discharge, reduction in pay or demotion, regular employees with one year of service or more may appeal unfavorable grievance decisions to the Career Service Council of Monroe County. **Such appeals must be filed within 30 days after the suspension, discharge, reduction in pay, or demotion**

occurred in accordance with the Laws of the State of Florida. However, any matter taken to Career Service cannot be processed to Step 4, Arbitration, of the Union Contract's Grievance and Arbitration Procedure. Contact the Human Resources Department to obtain a copy of the Appeal Form and for further information on the rules of the Career Service System.

Established: 05/01/99

Effective: 01/01/05

Revised: 02/04/13, 10/01/2019

Section 13.2 GRIEVANCE PROCEDURE - BARGAINING UNIT EMPLOYEES

Definition and Procedure. A grievance is any dispute or difference of opinion between the Authority and the Union, or between the Authority and any of its regular employees involving the meaning, interpretation, or application of the provisions of the Union Contract provided that employee performance evaluations, violations of the no-strike clause, and discipline of employees for violations of the no-strike clause, except as provided in the Union Contract, Article XI, Section 1, shall not be subject to the grievance procedure. It is understood that, while performance evaluations may not themselves be the subject of grievances, the Union may seek to rebut an individual performance evaluation if it is directly involved in a disciplinary, promotional, or layoff grievance. The grievance and arbitration procedure shall be the only vehicle for resolving grievances, and grievances shall not be otherwise presented to Directors or Members of the Board of Directors. Grievances shall be handled in the following manner:

Step 1: All grievances shall be submitted to the Chief Operations Officer/Chief Administration Officer, in writing within twenty (20) working days from and after the date when the act or omission giving rise to the grievance occurs, or from and after the date when the grieving employee learns, or is in the exercise of reasonable diligence should have learned, of such act or omission. The Chief Operations Officer/Chief Administration Officer or his/her designee shall within ten (10) working days after receipt of the written grievance meet with the Union and shall render their decision in writing with a copy to the Union within five (5) days after the meeting. This meeting can be in person or virtual with the union and company.

Step 2: If the grievance is not resolved at step one to the Union and the grievant's satisfaction, or if a written decision is not submitted within the designated time limits of step one and before either party formally appeals the grievance to arbitration, the CWA National Representative and Executive Director or designee will meet to review the grievance in an attempt to resolve the issue. The National Representative will request a meeting with the Executive Director or designee within twenty (20) days that the local union received a written decision from step 1. The Executive Director or designee shall have five (5) days after the meeting with the CWA National Representative to give a written decision. This meeting can be in person or virtual with the union and company.

Step 3: If the parties are unable to reach a settlement of the grievance using the procedures outlined above, either party may submit the grievance to arbitration by sending to the other party by certified mail within thirty (30) working days after denial of the grievance by the Executive Director or their designee or the Union President or designated representative, as appropriate, a demand for arbitration. Only grievances which have been filed in writing and processed in the manner and within the time limits set forth shall be subject to arbitration. After a demand for arbitration has been made, the party requesting arbitration must apply to the Federal Mediation and Conciliation Service within thirty (30) working days from the date of the demand for arbitration for a list of seven (7) qualified arbitrators, and from this list one (1) shall be selected by process of elimination. The other party must be provided with a copy of the request to the Federal Mediation and Conciliation Service. Either party may strike the entire list, in which event they must request another list from the Federal Mediation and Conciliation Service. The parties shall strike names from the list alternately. The moving party shall strike first. The arbitrator remaining after each party has three (3) strikes shall be named the arbitrator for the grievance.

Unless both parties agree on a different procedure, only one issue may be submitted to the arbitrator in anyone (1) hearing.

The cost of arbitration, including cost of the court reporter and transcript where requested by the arbitrator, shall be borne equally by the parties, except that each party shall pay the full cost of its own witnesses and investigation. Pay for time lost by Union Stewards or officials shall not apply to their participation in arbitration.

Time Limits. In accordance with Florida Law, an employee may elect to pursue their grievance, without Union Representation, to the Career Service Council, and in accordance with the rules and regulations for the appeal of grievances to that Council as such may exist. The employee's election of arbitration or Career Service Council may be made at any time but no later than after Step 3 set forth above and such election shall be made in writing. An election of one shall constitute a waiver of the employee(s) right to utilize the other.

Nothing in this Section is intended to modify in any way the time limits and procedures under the Career Service Council.

Any extension of the time limits established by this Article must be in writing and signed by both parties. Failure to adhere to the time limits established by this Article shall result in the grievance being dismissed.

Authority of Arbitrator. In any dispute submitted to arbitration, the arbitrator shall be limited to rendering an award which is final and binding, and under no circumstances shall an employee be made more than whole or receive back pay for a period prior to their first filing the grievance. No award for backpay shall exceed the amount of wages the employee would have earned at their regular rate of pay, less any unemployment compensation or any other compensation from any source that they received while not working for the public employer.

An arbitrator shall not have any right to add to, subtract from, modify, amend, or ignore any terms of this Agreement, nor shall the arbitrator have power to establish wage rates or change any wage rate established by this Agreement. The arbitrator shall consider and decide only the particular issue involved in the grievance presented to them, and their decision and award shall be based solely upon the arbitrator's interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance submitted. The parties will attempt to agree to a submission agreement. If they are unable to do so, the arbitrator will confine their decision to the grievance as written in Step 1.

Any grievance relating to the discharge of an employee shall commence at Step 3 of the Grievance Procedure. It is understood that the Employer shall have the right to offer reinstatement to a discharged employee pending the final disposition of the grievance without waiving the cause or right of discharge. The fact that the employee has been reinstated or was offered reinstatement pending arbitration will not be considered in any way by the Arbitrator; except that, if the Arbitrator orders any back-pay, upon receipt of the Award, the Authority will reduce the back-pay award by the monies the employee would have received had the employee accepted the interim reinstatement. The pay under this section will be calculated by multiplying the applicable straight time rate by forty (40) hours per week and then by the number of weeks the employee would have worked.

Expedited Arbitration. Any grievance of a disciplinary action up to and including termination of employment, except those grievances that also involve one or more issues of arbitrability, or contract interpretation will be processed under this provision.

For expedited arbitration of grievances involving termination of employment, a decision by the arbitrator to award back pay or benefits shall be based on the time-period from the effective date of the grievant's termination up to the date of the arbitrator's decision, or a maximum of six (6) months from the effective date of the Executive Director's final response at Step 3.

A panel of five (5) arbitrators will be selected and agreed upon by the parties. Each arbitrator will serve until their services are terminated by written notice from either party to the other party. The arbitrator will be notified that their services are terminated by a joint letter from both parties. The arbitrator will conclude their services by deciding any grievances heard before the date of the joint letter notifying them of termination of services. A successor arbitrator will be selected and agreed upon by the parties.

Arbitrators will be assigned grievances in rotating order designated and agreed upon by the parties. If a grievance is postponed after an arbitrator has been assigned, the grievance will continue to be assigned to the same arbitrator. If a grievance is settled, cancelled, or withdrawn after an arbitrator has been assigned but before the arbitrator decides the grievance, that arbitrator will be the next arbitrator in the rotation order to be assigned a grievance.

If an arbitrator is not available for a hearing within thirty (30) working days after receiving an assignment, the grievance will be passed to the next arbitrator in the rotational order. If no arbitrator can hear the case within thirty (30) working days, the case will be assigned to an arbitrator who can hear the case at the earliest date.

Procedure for Expedited Arbitration

The parties will notify the arbitrator by joint letter of the intent to proceed to expedited arbitration. The arbitrator and the parties will agree to a hearing date. Before the hearing, the parties may submit to the arbitrator a joint stipulation of any facts that the parties agree are not in dispute.

The hearing will be generally conducted the same as any other arbitration hearing. The hearing will be informal without formal rules of evidence. However, the arbitrator must be satisfied that the evidence submitted is relevant and of a type on which they can reasonably rely, that the hearing is in all respects a fair one, and that all facts reasonably obtainable and necessary for a fair decision are brought before the arbitrator. Employees' prior performance evaluations shall be inadmissible in any grievance hearing.

A transcript of the hearing is not required. However, either party, at the party's own expense, may order a court reporter to attend the hearing. If either party orders a transcript of the hearing, the other party will be furnished a copy by the party ordering the transcript.

Upon completion of the arbitration hearing, the arbitrator will render a bench decision consistent with the Agreement, including but not limited to Article IX of the CWA Agreement. However, if the arbitrator requires additional time to consider their decision, they will render their decision within fourteen (14) days of the arbitration hearing.

The decision of the arbitrator will determine the grievance however, it will only apply to the grievance being arbitrated and will not set practice or precedent.

The time limits above may be extended by written agreement of the parties or at the arbitrator's request.

The decision of the arbitrator will settle the grievance, and the Authority, Union and grievant agree to abide by such decisions. The compensation and expenses of the arbitrator and the general expenses of the arbitration will be borne by the Authority and the Union in equal parts. Each party will bear the expense of its representatives and witnesses. Any expenses incurred because of any cancellation or postponement of an expedited arbitration hearing will be borne by the party requesting such cancellation or postponement.

By mutual agreement of the parties, any grievance may start at a higher step in the Grievance Procedure.

Established: 05/01/99
Effective: 01/01/05

Section 13.3 GRIEVANCE PROCEDURE - NON-BARGAINING EMPLOYEES

We all know that problems, misunderstandings, and dissatisfactions occur at work from time to time. We also know that ignoring them does not usually solve them. This Grievance Procedure is designed to promote the resolution of problems, misunderstandings, and dissatisfactions that affect you on the job.

Note also that all regular employees with one year of service who have been suspended, discharged, demoted, or had their pay reduced have Career Service appeal rights* which require preliminary exhaustion of internal grievance rights. **This means you must first follow this grievance procedure before Career Service will hear your case.**

Procedure

Many times, a grievance can be resolved by an open discussion with your supervisor. Ask for a meeting with your supervisor within 5 days after the cause for the grievance arose. Present your grievance orally. Your supervisor will make every attempt to resolve the matter.

If your grievance was not satisfactorily resolved in this manner, present your grievance, in writing, to the Executive Director. This must be done within 10 days after cause for the grievance arose.

Your written grievance must include the following information: 1) date of cause of grievance, 2) nature of the grievance, and 3) your requested remedy.

The Executive Director will review the grievance and issue a final reply within five days. A copy will be sent to the grievant, supervisor, and personnel file.

The decision of the Executive Director will be final.

*** Appeal of Certain Grievances to Career Service Council**

Regular employees with one year of service or more may appeal an unfavorable grievance decision in the case of suspension, discharge, reduction in pay, and demotion to the Career Service Council. Such appeals must be filed within thirty (30) days from the date of the suspension, discharge, reduction in pay, or demotion. The appeal must be filed in accordance with Chapter 69-1321, Laws of Florida, as amended, and the Rules and Regulations of the Monroe County Career Service Council

1. A copy of the Petition will be sent to the Executive Director.

2. The Petitioner will be furnished a copy of Chapter 69-1321, Laws of Florida, **upon request.**

3. Except, as otherwise directed by the Career Service Council, the costs of the employee's legal advice and any other expenses incurred by the employee will be borne by the employee.

A copy of the completed proceedings will be filed in the employee's personnel file.

Established 06/01/99.

Effective 01/01/05

Revised: 02/04/13, 10/01/2019

WAGES & BENEFITS

Section 14.1 COMPENSATION POLICY

The Board of Directors adopts a yearly budget that addresses employee compensation.

Temporarily Assigned Employees

NON-BARGAINING EMPLOYEES – A non-bargaining employee temporarily assigned to a position in a higher Salary Range shall receive a 5% differential for the period they are temporarily assigned, unless otherwise required by their job description. The differential will be paid for all consecutive hours assigned to the higher rated position for a minimum of forty (40) hours, retroactive to the first hour. Holidays occurring after the start of the temporary assignment and prior to the end of the temporary assignment will be counted toward the consecutive hours worked. Vacation taken during the period of the temporary assignment will be paid at the employee's regular rate of pay.

BARGAINING UNIT EMPLOYEES – A bargaining unit employee temporarily assigned to a position in a higher Salary Range shall receive a 10% differential for the period they are temporarily assigned, unless otherwise required by their job description. The differential will be paid for all consecutive hours assigned to the higher rated position for a minimum of forty (40) hours, retroactive to the first hour. Holidays occurring after the start of the temporary assignment and prior to the end of the temporary assignment will be counted toward the consecutive hours worked. Vacation taken during the period of the temporary assignment will be paid at the employee's regular rate of pay.

Board Adopted: 09/09/85, 06/22/88, 10/18/00, 10/24/03, 09/21/06 to be Effective 10/01/06, 07/26/07, 11/28/12, 10/01/13

Revised: 10/20/09, 06/21/13, 10/01/13, 12/05/14, 10/01/16, 10/01/2019

Section 14.2 DEFERRED COMPENSATION PLAN

FKAA employees may plan to supplement their State and Federal retirement benefits by participating in the Deferred Compensation Plan (DCP). A DCP is an arrangement which permits you to defer a certain portion of your income to a future date and thereby defer or postpone current federal income taxes on such compensation.

Neither the deferred salary nor the earnings on the investments are subject to current federal income taxes. Taxes are payable when the deferred income and earnings are distributed to you, presumably at retirement when you are in a lower income tax bracket; unless you choose to invest your salary in a Roth fund, which would be taxed at the time of the salary deduction.

The Authority has contracted with a fiduciary advisor to assist in the management of the DCP. The fiduciary advisor meets quarterly with the DCP Committee. The DCP Committee is comprised of three staff members appointed by the Executive Director.

The FKAA's Deferred Compensation Plan qualifies as an eligible plan as defined by Section 457 of the Internal Revenue Code. For further information, contact the Human Resources Department.

Established: 05/01/99

Effective: 01/01/05

Revised: 10/01/12, 06/07/13, 10/01/16, 10/01/19

Section 14.3 EMPLOYEE ASSISTANCE PROGRAM

The Employee Assistance Program (EAP) provides our employees with an opportunity to talk with professional counselors, on a confidential basis, about family issues, parenting issues, mental health issues, financial issues, legal issues, anger management, and other general counseling services. This benefit is paid for by the Authority and includes eight (8) free sessions, per person, per problem, per calendar year for each employee and for each member of the employee's immediate family (i.e., spouse or domestic partner and children).

The Authority is currently contracted with ComPsych who provides EAP services throughout the Country. The phone number is 1-800-272-7255. When calling to talk to a counselor, the employee must advise the receptionist that they are participants in the Florida Keys Aqueduct Authority's EAP, and give our Group I.D. number, which is: COM589.

Effective: 06/01/10

Section 14.4 EMPLOYEE OF THE QUARTER/EMPLOYEE OF THE YEAR

Each quarter the EOQ Committee, which is made up of Bargaining and Non-Bargaining

Employees, appointed by the Executive Director, meet to review nominations for Employee of the Quarter. All employees are eligible to make a nomination for Employee of the Quarter; however, no employee can nominate themselves. EOQ nominations must be in writing, must include reasons why the nominated employee deserves the award, and must be signed.

EOQ selection is based on:

- exceptional performance or achievement,
- daily performance,
- attitude,
- loyal service to FKAA,
- attendance,
- safety record,
- ability to work well with others,
- contributions to better customer service.

(These criteria are not all-encompassing but serve as a "springboard" for discussion and decision making by the Selection Committee.)

All nominations must be submitted in a sealed envelope labeled CONFIDENTIAL - NOMINATION ENCLOSED and sent to:

EOQ Selection Committee
Human Resources Department
Administration Building - Key West

All nominations will be opened by the Committee at their quarterly meeting.

The employee selected as Employee of the Quarter will receive either a \$250.00 check, less taxes, or a gift certificate from a business of their choice, plus a free day off during the ensuing 3 months, and a personal plaque. This Award is presented at an FKAA Board Meeting.

An Employee of the Year shall be chosen by the Committee from the four employees selected as Employee of the Quarter. The employee selected as Employee of the Year will receive a \$500.00 check, less taxes, or a gift certificate from a business of their choice, plus two days off during the ensuing 12 months, and a personal plaque. This award will be presented at the Annual Employee Meeting.

Effective: 01/01/05

Revised: 06/07/13, 12/13/2019

Section 14.5 EMPLOYEE PHYSICALS - NON-BARGAINING

FCAA provides a stipend to employees in non-bargaining positions for the expense incurred in obtaining a periodic physical examination.

Eligibility

All full-time, regular, non-probationary employees in a non-bargaining position who are 30 years of age or older are eligible to receive this stipend. The stipend will be paid to eligible employees in October of each year, as follows:

<u>Age</u>	<u>Annual Stipend Amount</u>
50+	\$750
40-49	\$375
30-39	\$250
less than 30	Not eligible

Board Adopted: 06/29/04

Administrative Revision: 10/01/16, 10/01/19, 10/01/23

Section 14.6 FLEXIBLE SPENDING ACCOUNT

The Authority offers Flexible Spending Accounts (FSAs) which allow you to set aside a certain amount of your paycheck through payroll deduction into an account before paying income taxes. During the year, you have access to the funds in this account for reimbursement of expenses you regularly pay such as health care and dependent care. This allows you to experience substantial tax savings and increase your spending power.

To be eligible to participate in this benefit, you must have successfully completed your "Probationary" employment period.

More information regarding the Flexible Spending Accounts can be obtained from the Human Resources Department.

Effective: 10/01/06

Revised: 12/13/2018

Section 14.7 FLORIDA RETIREMENT SYSTEM

As an FCAA employee, you have the option of enrolling in one of two retirement plans offered through the Florida Retirement System. The purpose of these plans is to provide you and your family income when you retire, become totally and permanently disabled, or die prior to retirement. You have eight months from your month of hire to decide if you want to enroll in the Pension Plan or Investment Plan. The FRS offers a one-time 2nd election

to transfer memberships between plans.

Employee Contributions

Effective July 1, 2011, all employees under the Florida Retirement System (FRS) must contribute 3% of their salary as retirement contributions; on a pre-tax basis, with the exception, of those employees enrolled in the Deferred Retirement Option Program (DROP) before August 1, 2011. These contributions are automatically deducted from the employee's pay. The FKAAs contribute the remainder of the total contribution.

Pension Plan

Enrolled prior to July 1, 2011

Employees become eligible for normal retirement after six years of service upon reaching age 62, or after 30 years of service with the FRS, regardless of age. Your average final compensation (AFC) at retirement is based on your 5 highest fiscal years of salary.

Enrolled on or after July 1, 2011

Employees become eligible for normal retirement after 8 years of service upon reaching age 65, or 33 years of service with the FRS regardless of age. Your average final compensation (AFC) at retirement is based on your 8 highest fiscal years of salary.

Investment Plan

Employees are vested in the plan after one year. You have the option to roll your funds over into another qualified plan upon retirement or termination.

2nd Election

If you are enrolled in the Pension Plan and want to transfer to the Investment plan, you must have 6 years of credit in the Pension Plan. If you transfer to the Pension Plan from the Investment Plan, you may have to pay an additional amount to get into the Pension Plan. You cannot transfer plans after you retire or terminate.

For further details, visit the Florida Retirement System's web site at www.myfrs.com.

Effective: 01/01/05 Revised: 07/01/11

Section 14.8 HEALTH, DENTAL, VISION AND LIFE INSURANCE - BARGAINING UNIT EMPLOYEES

You are covered by FKAAs' Medical, Dental, Vision and Life Insurance Coverage beginning on the first of the month following your hire date, unless your hire date is the first day of the month in which case coverage is effective immediately. Dental and Vision coverage will be available under the same criteria as the Medical and Life Insurance Coverage, unless the insurance company providing the coverage changes their enrollment period. These benefits are provided at no cost to you. You may also elect to cover your dependents by paying for the additional cost through payroll deduction.

Details of Medical, Dental, Vision and Life Insurance benefits are provided in a separate

booklet available in the Human Resources Department.

Retirement Health Insurance Benefit For All Bargaining Unit Employees:

All Tier I employees hired after June 30, 2004, and all other non-bargaining employees who retire under Florida State retirement system (FRS) and immediately begin receiving retirement benefits after retirement from employment will be afforded the opportunity to purchase insurance at cost (unsubsidized by FKAA) until they become Medicare eligible.

The Authority agrees to allow any retiree age 60 years or over, in good standing, with thirty (30) years of continuous service with the FKAA at the time of retirement, to remain in the group health plan until age 65, at the cost of eligible FRS Health Insurance Subsidy (HIS).

Established: 01/01/01

Effective: 01/01/05

Revised: 10/01/06, 10/01/19, 10/01/2025

Section 14.9 HEALTH, DENTAL, VISION AND LIFE INSURANCE - NON-BARGAINING EMPLOYEES

Non-Bargaining employees are covered by FKAA's Health, Dental, Vision and Life Insurance Coverage beginning on the first day of the month following their hire date, unless the hire date is the first day of the month in which case coverage is effective immediately. Dental and Vision coverage will be available under the same criteria as the Medical and Life Insurance Coverage unless the insurance company providing the coverage has more strict guidelines. These benefits are provided at no cost to the employee. The employee may also elect to cover their dependents by paying for the additional cost through payroll deduction.

Life Insurance will be provided, for Non-Bargaining Employees, at the following amounts:

Tier I	\$100,000.00
Tier II	\$ 75,000.00
Tier III	\$ 75,000.00

Retirement Life Insurance Benefit For all Non-Bargaining Employees Hired Prior to May 1, 2016:

Tier I	\$100,000.00
Tier II	\$ 75,000.00

There is No Retirement Life Insurance Benefit for any Non-Bargaining Employees Hired on or after May 1, 2016.

Details of Health, Dental, Vision and Life Insurance benefits are provided in a separate booklet available from the Human Resources Department.

Retirement Health Insurance Benefit For All Tier I Non-Bargaining Employees Hired on or Prior to June 30, 2004:

All Tier I employees hired on or prior to June 30, 2004, will retain their paid health insurance benefit upon retirement.

Retirement Health Insurance Benefit For All Tier I Non-Bargaining Employees Hired After June 30, 2004, and All Other Non-Bargaining Employees:

All Tier I employees hired after June 30, 2004, and all other non-bargaining employees who retire under Florida State retirement system (FRS) and immediately begin receiving retirement benefits after retirement from employment will be afforded the opportunity to purchase insurance at cost (unsubsidized by FKAA) until they become Medicare eligible.

The Authority agrees to allow any retiree age 60 years or over, in good standing, with thirty (30) years of continuous service with the FKAA at the time of retirement, to remain in the group health plan until age 65, at the cost of eligible FRS Health Insurance Subsidy (HIS).

Retirement Health Insurance Benefit For all Non-Bargaining Employees:

Non-Bargaining employees in Tier I, upon "normal" retirement, will receive a supplement for Health Insurance equal to \$10.00/month per years of service with the FKAA.

Non-Bargaining employees in Tier II, upon "normal" retirement, will receive a supplement for Health Insurance equal to \$5.00/month per years of service with the FKAA.

Non-Bargaining employees in Tier III, upon "normal" retirement, will be eligible to purchase FKAA Health Insurance at the current cost.

"Normal" Retirement for these benefits is defined by the Florida Retirement System guidelines based on your hire date.

Board Adopted: 06/29/04

Revised: 10/01/06, 10/01/13, 05/01/16, 03/02/2020, 10/01/2025

Section 14.10 FKAA TRAINING BENEFITS

The purpose of this policy is to establish guidelines for payment of job required, or job-related training expenses. This policy applies to all FKAA employees who are either required, by their job description, or it would be a substantial benefit to the FKAA, to have and maintain specific training, education and/or certification.

It is the policy of FKAA to pay for training, educational classes, and/or certification costs which are required per the employee's job description. (i.e. CEUs for Water and Wastewater licenses, Red Book Course, FDEP License, P.E. License, Professional Certification classes and exam costs, etc.) The FKAA also agrees to consider the payment for training which could be a substantial benefit to the Authority, even if it is not a requirement of the job description. The decision to approve the requested training benefit will be made by the Executive Director.

The Executive Assistant in each department will assist the employee in completing their paperwork for enrollment. The Executive Assistant will also prepare a check request or process the payment for the course through a company issued credit card to ensure consistent application of this policy. All requests for reimbursement of travel-related expenses must be made and itemized on an FKAA Travel and Training Expense Voucher.

In the case when an employee has failed, but has more time to obtain the training, education, or certification, that employee will be responsible for payment of all costs associated with the second or third attempt. Should the employee fail at any additional attempt(s), the employee will be responsible for repaying the Authority for all costs associated with the initial training, education, or certification.

Any employee who does not complete and/or pass the training, education, or certification, required by their job description, will be subject to transfer, demotion or termination and will be responsible for repaying the Authority for all costs associated with the training, education, or certification.

Any employee who voluntarily takes the training, education, or certification, and does not complete and/or pass the training, education, or certification, will be responsible for repaying the Authority for all costs associated with the training, education, or certification.

Any employee who voluntarily takes additional training, education, or certification, above and beyond the mandatory or required training described above, and completes and /or passes the training education or certification will be responsible for repaying the Authority for all cost associated with the training, education, or certification should the employee voluntarily terminate their employment with the Authority within two years of completing the voluntary training, education or certification. Examples of training subject to this policy include but are not limited to Wastewater Treatment Plant Operator Trainee training or Water Treatment Plant operator training.

This policy is not to be confused with the Authority's Tuition Refund Program, which addresses requested training as opposed to job required training.

Effective: 11/16/07 Revised: 11/30/09, 03/26/13, 10/01/2019, 3/12/2023

Section 14.11 LONGEVITY BONUS

All employees shall be entitled to longevity pay at the rate of \$60.00/year upon completion

of five years of service for each year of completed service. This payment will be implemented on the employee's anniversary date of employment.

Any employee retiring, under Florida Retirement System retirement guidelines, will receive a pro-rata share of their longevity pay if the retirement date differs from the anniversary date.

Established: 06/01/99

Effective: 01/01/05

Revised: 10/24/12, 10/01/2019

Section 14.12 PAYROLL DEDUCTIONS

The FCAA offers our employees the ability to deduct the cost of established benefits and/or charitable contributions through payroll deduction. The type of deductions available are Deferred Compensation deductions, Supplemental Insurance deductions, Voluntary Life Insurance deductions, Florida Prepaid deductions, Charitable deductions, Child Support and Wage Garnishment deductions.

Each of these deductions may have their own required form to complete. Please contact the Human Resources Department for more information on the deductions listed above.

Established: 05/01/99

Effective: 01/01/05

Revised: 10/01/06, 11/01/08, 02/09/11, 03/26/13, 10/01/14, 10/01/16, 02/08/18, 10/01/2019

Section 14.13 PREMIUM ONLY PLAN (SECTION 125)

Enrollment in the Premium Only Plan saves you tax dollars on the money you spend for dependent insurance premiums. If you pay for dependent insurance through payroll deduction you may elect to enroll in the P.O.P. during the open enrollment period. For more information regarding the Premium Only Plan call the Benefits and Risk Manager at 295-2211.

Effective: 01/01/05

Section 14.14 PROFESSIONAL/CIVIC MEMBERSHIP DUES **NON-BARGAINING UNIT**

Membership dues for professional and/or civic organizations, for management personnel, may be eligible for sponsorship upon approval from the Executive Director, per Florida Statute 216.345.

Professional Memberships:

- The membership must provide the FKAA with updated technical information, specifications, laws, rules, regulations, etc. on industry-related issues.
- The membership must offer the FKAA access to required training and certifications programs at reduced costs.
- The membership must provide technical/informational support on industry related issues.

Civic Memberships:

- The membership must clearly promote the FKAA with regards to community relations.
- The membership must offer benefits to the FKAA through local contacts thereby promoting communication between agencies, community, and businesses.

Departments Directors will submit requests to the Executive Director. All memberships will be reviewed on an annual basis to ensure benefits are being derived. Membership shall be limited to FKAA Staff who demonstrate active participation in the organization. Duplicate individual memberships will only be approved when offered as a package within the organizational membership.

Updated: 10/01/2022

Section 14.15 RELOCATION EXPENSE REIMBURSEMENT

The purpose of this policy is to identify and define relocation expenses for employees who either reside outside of the jurisdictional area of the Florida Keys Aqueduct Authority or who work for the Florida Keys Aqueduct Authority and are relocated in excess of 50 miles.

Department Directors may recommend to the Executive Director that a prospective employee or an employee transferring within the FKAA system be considered for relocation assistance. Should the Executive Director find that it is in the best interest of the Authority to grant relocation assistance, the hiring Director will recommend the amount to offer for relocation assistance along with the salary and hire date when they change the applicant's status to "make offer". The Human Resources Department shall prepare a recommendation for the amount to be approved by the Executive Director during the job offer approval workflow.

This policy will comply with existing Internal Revenue Codes, income tax regulations, and local taxing authority regulations, concerning the reporting of relocation expenditures deemed to be additional compensation paid an eligible employee, and the withholding of taxes.

Should an employee voluntarily leave the employ of the Authority within twelve (12) months from the effective date of hire or transfer, for any reason, the employee will be responsible for repaying the Authority on a pro-rata basis for all relocation assistance.

Effective: 01/01/05

Section 14.16 SAFETY AWARDS PROGRAM

All FKAA employees work as one team toward the common goal of avoiding accidents.

All regular employees who have been on the payroll from October 1st through September 30th of the current year are eligible to participate in this program.

The prize will be distributed by the Safety and Training Manager through general distribution no later than December 15th of each year.

Disqualifying Incidents:

1. All Workers' Compensation claims are counted as disqualifying events for purposes of the Safety Awards Program with the exception of poisonwood claims, dog/snake/insect bite claims and those associated with non-chargeable vehicle accidents.
2. All avoidable vehicle accidents are counted for purposes of the Safety Awards Program. Even if an accident is not an employee's fault, it still may be classified as avoidable if the employee fails to observe basic defensive driving techniques. These techniques are taken into account in the analysis of each vehicle accident.

Note: Any vehicle accident which is not reported immediately to a supervisor and/or the police will be deemed chargeable since the failure to report the accident prevents a thorough "on-the-spot" investigation.

Effective: 01/01/05

Revised: 10/01/12, 02/08/18, 10/01/2019

Section 14.17 SAFETY SUGGESTION RECOGNITION AWARD PROGRAM

Through the Florida Keys Aqueduct Authority's Safety Suggestion Recognition Awards Program, a \$100.00 Gift Certificate may be awarded each quarter for a safety suggestion that has been deemed to have reasonable merit as it pertains to the safety of our fellow employees.

Each safety suggestion will be judged on its reasonable merit:

1. The projected effectiveness for employee safety.
2. The cost feasibility as it pertains to the implementation as well as its administration.
3. The ease of implementation and administration.

The safety committee will review all suggestions submitted for that quarter at the Quarterly Safety Committee meeting. Following the discussion:

1. Each committee member will use a matrix on a scale of 1 - 10 for each of the above 3 reasonable merit criteria.
2. Each matrix will then be tallied for a total sum, (30 possible points).
3. The total sums from all committee members will then be tallied for each suggestion.
4. The safety suggestion/s with the most points will then be reviewed under the guidelines of reasonable merit for possible nomination of the Safety Recognition Award.

Please note: If no suggestions are considered to possess reasonable merit, no award will be given that quarter.

You may submit your safety suggestion for the committee's review by sending your suggestion in a sealed envelope marked "Safety Suggestion", to Safety, Security and Training Manager. Please date and include a short explanation of your suggestion, along with its reasonable merit.

Only one suggestion per employee per quarter may be submitted, although you may re-submit your suggestion each quarter for consideration.

If you have any questions, please contact the Safety, Security, and Training Manager.

Established: 05/01/99

Revised: 10/01/16, 02/08/18

Section 14.18 SENIOR MANAGEMENT SERVICE CLASS - FRS

FCAA Guidelines for Selection of Authorized Positions:

According to FRS Chapter 121 of Florida Statutes 121.055, Senior Management Service Class positions must meet the following criteria:

(b)1. Except as provided in subparagraph 2. Effective January 1, 1990, participation in the Senior Management Service Class shall be compulsory for the president of each community college, the manager of each participating city or county, and all appointed district school superintendents. Effective January 1, 1994, additional positions may be designated for inclusion in the Senior Management Service Class of the Florida Retirement System, provided that:

a. Positions to be included in the class shall be designated by the local agency employer. Notice of intent to designate positions for inclusion in the class shall be published once a week for 2 consecutive weeks in a newspaper of general circulation published in the county or counties affected, as provided in chapter 50.

b. Up to 10 non-elective full-time positions may be designated for each local agency employer reporting to the Department of Management Services; for local agencies with 100 or more regularly established positions, additional non-elective full-time positions may be designated, not to exceed 1 percent of the regularly established positions within the agency.

c. Each position added to the class must be a managerial or policymaking position filled by an employee who is not subject to continuing contract and serves at the pleasure of the local agency employer without civil service protection, and who:

(I) Heads an organizational unit; or

(II) Has responsibility to effect or recommend personnel, budget, expenditure, or policy decisions in their areas of responsibility.

The Florida Keys Aqueduct Authority is authorized to designate up to 12 positions for Senior Management Service Class; this is based upon the 10 authorized by section (b)1. b. above along with the additional 2 positions which represents 1% of non-elective full-time positions employed with the FCAA.

As Senior Management Service Class positions become available, the following criteria will be used by the Executive Director to determine which positions, meeting the State of Florida criteria, will be designated as Senior Management Service Class:

- The employee should be a Tier I position.
- The employee should have the responsibility to affect or recommend personnel, budget, expenditure, or policy decisions in their area of responsibility.
- The employee should hold a key staff position in the agency such as employees who serve as members of the Executive Director's Executive Committee.
- Designations must be approved by the Board of Directors.

Board Approved: 05/28/09, 10/01/2019.

Section 14.19 SERVICE AWARDS

To encourage you to plan a career with the FCAA, we recognize your contribution to the agency with a Service Awards Program. Awards are distributed beginning with the completion of five years and in five-year increments thereafter. We define "service" as time elapsed since your date of hire. Prior service with the Authority will not be added to your current "service" time.

Established: 05/01/99

Effective: 01/01/05

Revised: 10/01/16

Section 14.20 TRAVEL & BUSINESS EXPENSE POLICY

I. PURPOSE

To establish guidelines for expenses incurred in the course of Florida Keys Aqueduct Authority (FKAA) business, pursuant to Chapter 112.061 of the Florida Statutes and procedures for reimbursement of those expenses.

II. SCOPE

This policy applies to all FKAA employees and authorized persons (consultants, contractors, etc.,) doing business with FKAA and seeking reimbursement for expenses.

III. GENERAL

It is the policy of FKAA to reimburse employees and authorized persons for travel expenses which include meals, lodging, transportation, and other expenses (taxi fare, shuttle service, tolls, parking fees, communication costs) in connection with approved activities at the rate of one hundred dollars per diem; or if actual expenses exceed \$100, the amounts permitted for meals (refer to Section IV), plus actual expenses, i.e., lodging, transportation, and other expenses.

If an employee is assigned to work outside their service area (area and/or office where employee reports to, or if in the field where the majority of work is performed or area so designated by the agency as outlined on page two) cannot return to their service area for the meal or is required to be away from the employee's service area overnight, the employee will be reimbursed "per diem, meals and expenses" at the maximum permitted pursuant to the Travel and Business Expense Policy.

Travelers (employees and authorized persons) who seek reimbursement are not to make commitments to travel or to incur travel expenses without first obtaining appropriate approvals. All travel expenses must be supported by receipts which indicate the amount paid and the date, **and must be supported by an executed voucher for reimbursement (FKAA Form 50).**

IV. MEALS

Reimbursement shall be as provided in this section for meals in accordance with the following schedule:

A. BUSINESS TRAVEL FOR FLORIDA KEYS AQUEDUCT AUTHORITY:

Breakfast - \$15.00 (when travel begins before 6 a.m. and extends beyond 8 a.m.)

Lunch - \$20.00 (when travel begins before 12 noon and extends beyond 2 p.m.)

Dinner - \$25.00 (when travel begins before 6 p.m. and extends beyond 8 p.m.)

No allowance shall be made for meals when travel is confined to the traveler's service area. Travel destinations will be compared to a facilities and vicinity map prepared by FCAA management to determine eligibility of meal(s) reimbursement as outlined below:

Base Location	FCAA Service Areas
Key West Plant (MM 0)	Key West to 7-Mile Bridge (MM 47)
K.W. Administration Building (MM 0)	Key West to 7-Mile Bridge (MM 47)
Stock Island Pump Station (MM 4)	Key West to 7-Mile Bridge (MM 47)
Desal/R.O. Plant (MM 5)	Key West to 7-Mile Bridge (MM 47)
Ramrod Pump Station (MM 27)	Key West to 7-Mile Bridge (MM 47)
Marathon - All Areas (MM 49)	Boca Chica (MM 6) to Tavernier Creek (MM 91)
Long Key Pump Station (MM70)	Niles Channel (MM 26) to Jewfish Creek (MM 107)
Islamorada Site (MM 82)	Bahia Honda (MM 35) to C-111 Canal (MM 116)
Tavernier Customer Service (MM 91)	Vaca Cut (MM 53) to Florida City (MM 130)
Rock Harbor (MM 96)	Vaca Cut (MM 53) to Florida City (MM 130)
Key Largo Maintenance (MM 100)	Vaca Cut (MM 53) to Florida City (MM 130)
Key Largo Pump Station (MM 106)	Vaca Cut (MM 53) to Florida City (MM 130)
Ocean Reef (MM 106 + 15 Miles)	Lignumvitae (MM 78) to Florida City (MM 130)
Florida City (MM 130)	Florida City (MM 130) to Whale Harbor (MM 84)

No one, whether traveling out of state or in state, shall be reimbursed for any meal or lodging included in a convention or conference registration fee paid by the Authority. All consultants will be paid in accordance with the per diem rate as outlined in section A, if they request reimbursement.

Definitions:

- "Travel Day" means a period of 24 hours consisting of four quarters of 6 hours each.
- "Travel Period" means a period of time between the time of departure and the time of return.
- "Class A" travel means continuous travel of 24 hours or more away from an employee's base location.
- "Class B" travel means continuous travel of less than 24 hours which involves an overnight absence from the employee's base location.
- "Class C" travel means travel for short or day trips where the traveler is not away from his/her base location overnight. Per Internal Revenue Code Section 162(a)(2) "Class C" meal allowance must be reported as wages or other compensation and are subject to withholding and other employment taxes.
- "Base Location" means the building or site in which the employee performs his/her job duties or in which he/she has been assigned an office or workspace.

V. LODGING

Lodging should be secured (if possible) on a tax-exempt basis by making reservations and paying in advance with a FKAA check and/or credit card. Authorized persons doing business with FKAA should contact their FKAA representative who will make the reservation at a hotel with the most economical room rate, and arrange for the hotel to direct bill FKAA. In those cases where the authorized person would prefer other accommodations, the FKAA would reimburse up to the lowest typical room rate.

VI. TRANSPORTATION

All travel must be by a usually traveled route. In case a person travels by an indirect route for his/her convenience, any extra costs shall be borne by the traveler; and reimbursement for expenses shall be based only on such charges as would have been incurred by a usually traveled route. FKAA will designate the most economical method of travel for each trip considering the following factors: the nature of the business, the most efficient and economical means of travel, the number of persons making the trip and the amount of equipment or material to be transported. Other factors may include consideration for extending the stay (on weekends) if less expensive rates of travel can be obtained.

A. Air Travel

When traveling by commercial airline, accommodations are to be economy class. Cost of upgrades will be at the traveler's personal expense. Airline tickets should be purchased in advance (if possible) to obtain the least expensive rates.

B. Automobile

Employees are to use pool vehicles if available for travel to conduct official business. If pool vehicles are unavailable, then privately owned vehicles may be used upon obtaining the appropriate approval and the employee is entitled to mileage reimbursement at the IRS rate which is subject to change. All mileage shall be shown from the point of origin to the point of destination and when possible, shall be computed on the basis of the current map of the Department of Transportation. If a traveler claims mileage, then fuel costs are not considered reimbursable expenses.

Insurance coverage shall not be purchased when obtaining a rental vehicle as it is covered by the Authority's Vehicle Insurance Policy. Questions regarding the F.K.A.A.'s insurance requirements should be directed to the Benefits and Insurance Administrator.

The use of rental cars are permissible only if prior approval is obtained and provided that they are of the "mid class" variety. Car rental upgrades are generally not reimbursable and will be the responsibility of the traveler. The cost of fuel is also reimbursable provided that the rental car is refueled prior to its return.

VII. OTHER REIMBURSABLE EXPENSES

A. Parking and Toll Charges

Necessary and reasonable parking and toll charges are allowable travel expenses and reimbursable.

B. Supplies

Travelers can request reimbursement for materials and supplies purchased in the conduct of FKAA official business provided that a receipt indicating the purpose, amount and date of purchase is attached.

VIII. NON-REIMBURSABLE EXPENSES

Non-reimbursable expenses are considered personal expenses and not reimbursable. Charges for alcoholic beverages (including mini-bar alcoholic beverages) are not permitted. Other personal expenses such as laundry or dry-cleaning service charges, in-house movies, personal telephone calls, and personal entertainment (including sports events), etc., will not be reimbursed and should be deducted by the traveler.

Also, miscellaneous expenses such as baby-sitting, clothing or toiletry items, parking tickets or traffic violations, souvenirs or personal gifts, etc., are also not reimbursable.

IX. VOUCHER FOR REIMBURSEMENT

Employees, and authorized persons must complete a Voucher For Reimbursement of Traveling Expenses (FKAA Form 50) for all travel expenses. All documentation including receipts must be attached to the voucher including but not limited to Purchasing Card charges, all prepaid expenses via purchase orders or other legal tender to document and certify that expenses were actually incurred as necessary traveling expenses in the performance of FKAA official business. The Voucher

Effective: 01/01/05 Revised: 05/01/06, 06/15/06, 11/01/08, 10/20/09, 11/22/11, 10/01/16, 10/01/2019, 06/03/2024

Section 14.21 TUITION REFUND PROGRAM

The goal of this program is to encourage employees to pursue educational programs which will expand the employee's skills and knowledge. The following is an outline of the Tuition Refund Program:

To be eligible for tuition reimbursement the employee must be a full-time, regular employee who has completed one (1) full year of service with the Authority.

Any course given by a recognized accredited educational institution, approved correspondence course, on-line course, or approved training course which is directly related to the employee's present work or future work. Elective courses for degree seeking students will be approved based on individual needs associated with the degree. Reimbursement cost will be based on in-state Florida tuition rate.

Approval must be given by the employees' chain of command, up through their respective Deputy Executive Director and/or Executive Director. Master's degree requires approval by the Board of Directors. The FKAA will provide reimbursement for tuition, books and other fees charged by the institution as follows:

Accredited Course Work:

When an employee is taking college level courses and is not "degree seeking" the maximum

allowed fiscal year reimbursement is \$2,000.00. The employee must successfully complete the course and present a document of completion. If grades are given, a grade of A or B must be achieved for 100% reimbursement, or a grade of C must be achieved for 50% reimbursement.

Degree Seeking: Associate Degree

The maximum allowed reimbursement per employee in an associate degree seeking program is \$5,600.00, not to exceed \$2,800.00 per fiscal year (subject to annual adjustment). Successful completion of the course and presentation of document of completion. If grades are given, a grade of A or B must be achieved for 100% reimbursement, or a grade of C must be achieved for 50% reimbursement.

Degree Seeking: Bachelor's Degree

The maximum allowable reimbursement per employee in a bachelor's degree seeking program is \$14,000.00, not to exceed \$6,300.00, per fiscal year (subject to annual adjustment). Successful completion of the course and presentation of a document of completion is required. If grades are given, a grade of A or B must be achieved for 100% reimbursement, or a grade of C must be achieved for 50% reimbursement.

Degree Seeking: Master's Degree

Full or Partial Reimbursement for expenses incurred relative to the acquisition of a master's degree will be individually considered by the Board of Directors on its merits. Minimum requirements for consideration: The Employee must demonstrate a direct and substantive benefit to the FCAA by their acquisition of a master's degree. The maximum allowable reimbursement per employee in a master's degree seeking program is \$25,000.00. Successful completion of the course and presentation of a document of completion is required. Successful completion of the course and presentation of certificate of completion, and if grades are given, a grade of A or B must be achieved.

The following procedures must be followed to be eligible for reimbursement under this policy:

Application for approval of tuition under this program must be made and approved prior to enrollment in the course or courses to be studied. The application form should be completed by the employee requesting a tuition refund and submitted through their chain of command for final approval by their respective Deputy Executive Director and/or Executive Director prior to the start of the course.

For degree seeking employees, application for approval of tuition refund for this program must be made and approved as part of the Authority's annual budget preparation process (which requires submission to the employee's Department Director by March 1st prior to the start of the fiscal year). The employee will be notified of approval or disapproval by return copy of this form, after sign-off by all parties.

Employees must pay costs for tuition, books, fees, etc. directly to the educational institution. Upon successful completion of the approved course, the employee shall submit an email to

the Director of Human Resources requesting reimbursement of authorized costs.

The employee must provide copies of receipts for all course-related expenditures (tuition, books, fees, etc.) for which reimbursement is being requested. The receipts must be photographed or scanned, and the electronic file attached to the email from the employee requesting reimbursement.

The employee must provide evidence of successful completion of the course, including proof of grade earned in the course if applicable.

Requests for reimbursement must be submitted, in writing, within thirty (30) days after completion of the course. Requests submitted after thirty (30) days from completion may not be considered unless otherwise justified.

Termination of Employment/Repayment

Should an employee, who has received reimbursement for tuition expenses, voluntarily or involuntarily leave, prior to the expiration of the below time periods, all funds for tuition and books must be reimbursed up to the full cost paid on their behalf by the Authority according to the following:

- | | |
|--|---------|
| • Associates and Accredited Course work: | 2 Years |
| • Bachelor's Degree: | 3 Years |
| • Master's Degree: | 4 Years |

Board Approved: July 17, 2002, for Non-Bargaining Employees; August 21, 2003, for Bargaining Unit Employees

Revised by Board Directive: 12/16/04

Revised: 10/01/12, 03/22/13, 10/01/16, 10/01/2019

Revised by Board of Directive: 05/24/2022

Section 14.22 WAIVER OF DEPOSIT

As an employee of the FKAA, you may have the deposit requirement for water service to your residence waived by the FKAA. Only one waiver per employee is permitted. See Customer Service to obtain a refund of deposit if you already have an account or to establish an account without a deposit. Should you terminate employment with the FKAA, the then current deposit amount will be deducted from your last paycheck.

Established: 05/01/99

Effective: 01/01/05

Section 14.23 WELLNESS BONUS

In order to encourage employee wellness, the following program will be instituted. A

Wellness Committee will be established and made up of Bargaining Unit and Non-Bargaining Employees. The Wellness Committee will recommend to Management the best means of promoting wellness, for every employee, including the nature of the wellness activities and the type of incentive or bonus for the employee's individual wellness efforts.

Established: 10/01/13 Revised: 10/01/2019

MISCELLANEOUS

Section 15.1 DRESS AND APPEARANCE

The appearance of all FKAA employees directly affects the public perception of the Authority. Because the Authority is concerned about public perception and believes it is important to display a positive, professional image the following guidelines have been established for our employees:

1. All employees are expected to be neat, clean and well-groomed during working hours.
 2. All employees assigned to any FKAA Office Facility must wear clothing which is appropriate for business. Halters, "crop tops" and shorts are not acceptable attire for the above-mentioned buildings.
 3. All field employees are required to wear a uniform provided by FKAA. (See Uniform Guidelines below for more details.) This also includes office employees who are required to occasionally work in the Field.
 4. Field personnel may wear a hat, issued by the FKAA, as stipulated in the Uniform Policy.
 5. For safety reasons, field employees must wear closed shoes. In addition, shirts may not be removed during working hours.
 6. Any employee reporting to work in clothing not suitable for work will be counseled and sent home without pay. An employee who wears inappropriate clothing to work after being placed on notice is subject to disciplinary action.
 7. I.D. cards should be available for all employees required to work on any of the military bases in the Lower Keys.
- Each Supervisor will enforce the dress code as specified above for their individual area.

Bargaining Unit Employee's Uniform Guidelines

The Authority will identify which employees will be required to wear a uniform that may include a shirt, pants, and a hat. Required uniforms will be provided by the Authority; and shall be worn at all times during assigned work hours.

The Authority will also identify which employees are required to wear safety footwear as required by OSHA regulations. Beginning October 1, 2025, and every year thereafter, during the term of the current contract ending September 30, 2028, the FKAA will provide a safety footwear replacement stipend for all bargaining union members at no cost to the employee up to an amount of no less than \$350.00 annually for each eligible bargaining unit employee. A minimum of \$175.00 of the total safety stipend must be spent with a footwear supplier

selected by FKAA. After the selection and receipt of at least one pair of safety footwear by the bargaining unit employee pursuant to this section, any balance remaining over \$175.00 shall be provided by FKAA directly to the bargaining unit employee for additional safety footwear purchases throughout the year. Employees may submit a request to the FKAA to obtain a waiver of the supplier requirement to receive an orthopedic safety boot supplied by a valid receipt from a doctor.

The CWA insignia may be placed on the sleeve of a Union Member's uniform, at the Union's expense.

Employees will be personally responsible for laundering and caring for their uniforms. Damaged uniforms will be evaluated on a case-by-case basis to determine if the uniform needs to be replaced. Lost or stolen uniforms will not be replaced by the Authority. Uniform shirts and hats that are no longer wearable will need to have the FKAA logo removed and be disposed of properly, by the employee's immediate manager or supervisor.

Uniform shirts and hats are required to be returned upon resignation or termination. It will be the responsibility of the immediate manager or supervisor to remove the FKAA logo and dispose of the shirts/hats properly, and to update their employee's "Company Property" page in the HR System. Former employees are forbidden from wearing any part of the uniform that may imply that they are still in the employ of the Authority.

Non-Bargaining Employee's Uniform Guidelines

The purchase of uniforms, for all tiers of non-bargaining employees, are subject to budget constraints each year.

All non-bargaining field personnel, including Water and Wastewater Operations Supervisors, Contract Field Representatives, Construction Crew Supervisor, C.S. Field Supervisors, Instrumentation & Control Specialists, Production & Transmission Maintenance Supervisor, Electrical/Instrumentation/Control Manager, and the Electronics/Electrical Systems Specialist will be **required to wear** the FKAA uniform shirt. The uniform shirt for the Non-Bargaining Employees is a polo styled shirt with the FKAA logo, or any other style shirt approved by the Authority.

As an additional benefit for all other non-bargaining employees not mentioned above, the Authority will provide optional uniform shirts to be worn as per the following guidelines. The replacement of these shirts will be handled as described in the Bargaining Unit Employee Uniform Guidelines.

Tier III

Employees will receive up to five (5) uniform shirts. Employees are authorized to wear logo shirts any workday of the week. The shirts may be worn with pants, slacks, jeans, or skirts

that are casual/professional and are appropriate for work.

Tier I and Tier II

Employees will receive two (2) uniform shirts. Employees are authorized to wear logo shirts any workday of the week. The shirts may be worn with pants, slacks, jeans, or skirts that are casual/professional and are appropriate for work.

These shirts are provided to offer casual, semi-uniform attire; however, all employees are still expected to present a professional appearance.

Effective 01/01/05

Revised: 10/01/06, 11/01/08, 10/20/09, 12/05/11, 02/04/13, 10/01/13, 10/01/16, 10/01/2019, 10/01/2022, 10/01/2025pro

Section 15.2 EVALUATION OF UPDATED JOB DESCRIPTIONS

This policy establishes general guidelines to be used in the evaluation and ranking of all updated job descriptions. The policy and procedures apply to all bargaining and non-bargaining positions.

It is the policy of the Florida Keys Aqueduct Authority to maintain a job evaluation and ranking system that provides competitive pay ranges with different rates of pay for specific levels of responsibility, experience, skills, and knowledge. The job evaluation system shall provide a fair and equitable method for preparing and updating job descriptions and assigning jobs to pay ranges.

Significant changes in the duties and level of responsibility of a position may indicate the need to update the job description, re-evaluate the position and then rank the position. However, changes in specific job duties due to changes in processes or procedures do not generally merit a re-evaluation. The following criteria should be met when examining the change in duties, requirements and/or responsibilities to merit a re-evaluation:

- It is a permanent change in duties and not a special project or short-term assignment.
- The addition, deletion, or change affects a duty or duties that constitute a significant portion of their essential function of the job description.
- The addition, deletion, or change of duties, represents a variety of tasks, i.e., additional duties and responsibilities and not just an increase in the volume of work assigned.
- The duty which is added, deleted, or changed is substantially different in level and type from the balance of the job duties so that it seems reasonable that the change in that one duty would affect the evaluation of the job. Examples include changes, additions and/or deletions in qualifications, i.e., supervisory duties, educational requirements, years of experience requirements, etc.
- Changes, additions and/or deletions in job duties, i.e., fiscal (budgetary) responsibilities, essential functions, complexity of required tasks, technical requirements, etc.

When the major duties are substantially increased or decreased using criteria as defined above, the Department Director will follow the procedures below:

1. Department Director will meet with the Executive Director to discuss the proposed revisions. If agreeable, the Executive Director will direct the Department Director to complete the "Job Assessment Tool (JAT)" (request from H.R. Department) for the position in question and attach the "current" job description prepared with "Track Changes" feature in MSWord which depicts all changes to the document.
2. The Executive Director will review the JAT to see if it meets criteria for re-evaluation and may request assistance from the Director of Human Resources for final determination.
3. If re-evaluation of the position is warranted the Executive Director will direct the Director of Human Resources to forward the updated job description to the current compensation consultant for professional evaluation and subsequent ranking and grading.
4. When the Director of Human Resources receives the completed task from the compensation consultant a written statement of the outcome of the ranking will be prepared to be signed off by the Department Director and approved by the Executive Director.
5. If the Department Director does not agree with the ranking, they must indicate their concerns in writing to the Executive Director for their input and decision.
6. The Executive Director will make the final decision on the ranking of the position in question.

Revised: 10/20/09, 02/04/13, 10/01/16, 04/17/2020

Section 15.3 EXIT INTERVIEW

In a continuous effort to improve efficiency and working conditions, FKAA provides exiting employees the opportunity to submit productive recommendationsthrough its Exit Interview process. Exiting employees can find a copy of the latest version of the Exit Interview on the Human Resources Department's SharePoint page. Exiting employees may complete and submit to the Human Resources Department on or before their last day.

In addition to completing an Exit Interview, you will be required to return all FKAA property before you receive your final check(s).

Effective: 01/01/05, 10/01/2019

Section 15.4 LIGHT DUTY GUIDELINES

The FKAA will review each "light duty" case on an individual basis along with determining if there is any "light duty" work available at the time of the request. The procedures listed below must be followed to assure that all requests are considered in a similar manner.

Any Supervisor, Manager or Director who has an employee requesting or requiring "light duty" work, due to a medical condition, must follow the procedures outlined below, prior to authorizing any "light duty" work:

1. The request for "light duty" work must be in writing and include a signed, FKAA Doctor's Note which includes all restrictions, the prognosis, and anticipated duration of the "light duty" work.
2. The immediate supervisor, in communication with their chain of command, must identify whether "light duty" work is available at the time and establish the duration for which the FKAA can accommodate light duty.
3. The Department Director and the Director of Human Resources must be notified, by the immediate supervisor, of the employee's request for "light duty" and copied with relevant documents for such a request.
4. The Department Director will approve or disapprove "light duty" work as requested for a period not to exceed twelve (12) weeks.
5. If the Department Director does not have light duty available, then any requests should be directed to the Director of Human Resources who may solicit requests for "light duty" work from the other departments.
6. The Executive Director must approve "light duty" assignments which exceed twelve (12) weeks.

If an employee is authorized to perform "light duty" work, they must provide their immediate supervisor with updated FKAA Doctor's Notes throughout their light duty assignment and upon their release for full and regular duty.

"Light Duty" work is not guaranteed. It may or may not be available when an employee makes a request for "light duty." Each request will be handled on an individual basis depending on the availability of "light duty" work at the time of the request.

Effective: 02/10/09

Revised: 10/20/09, 02/04/13, 01/13/2020

Section 15.5 PRIVACY OF PERSONNEL RECORDS

FKAA recognizes and respects the privacy of its employees. However, as a public agency, FKAA must comply with the Public Records Act. If anyone requests information from an employee's personnel file, the FKAA must comply; however, the Human Resources Department will attempt to contact the employee to advise them of such an occurrence.

Effective 01/01/05,10/01/2019

EXHIBITS

EXHIBIT "A"

Section 16.1 DOCTOR'S CERTIFICATE

FLORIDA KEYS AQUEDUCT AUTHORITY

Name of Employee: _____

Job Title: _____

Date of Visit: _____

Prognosis: _____

Expected date of return to work: _____

Restrictions on ability to perform full duty: _____

Doctor's or Clinic Name: _____

Doctor or Clinic Address: _____

Doctor's Signature

Established: 05/01/99

Effective: 01/01/05

Board Approved: 06/29/04
Revised: 07/13/05, 02/04/13, 10/01/13, 10/01/2019, 08/01/2022

Section 7.7 PAY DAY

Pay Day is every other Friday covering pay earned for the previous two-week period. All employees are required to participate in the Direct Deposit Program as a condition of employment. Employees will be responsible for making any change to their direct deposit information.

Effective: 01/01/05
Revised: 11/01/08, 02/10/11, 09/15/16

Section 7.8 STANDBY

Standby pay will be paid at the rate of two (2) hours straight time per day for standby from 5:00 p.m. or normal quitting time until 8:00 a.m. or normal starting time the next morning for all regular days of the week. Four (4) hours straight time will be paid per day for standby worked on Saturday, Sunday, and Holidays. Employees on standby who are called out will be paid for the actual time spent on the call out at time-and-one-half the regular straight time rate. Persons assigned standby will begin their standby time at the end of their workday. Paid time on call outs will begin at the time the employee leaves his home and subsequently completes his work and returns or has time to return to his home. Because of the nature of the Aqueduct's operations, standby duty is mandatory.

While on standby duty, the employee shall be required to:

- (a) Carry an active cellular telephone at all times, and shall provide that current cellular number to their respective supervisor prior to being placed on standby duty; and
- (b) Refrain from consuming any drugs or alcohol that may otherwise prevent them from being fit for duty; and
- (c) Remain within a maximum of one (1) hour of travel time from their reporting location.

Employees responding to a call while on standby duty will not report directly to the jobsite in a personal vehicle. If a take-home Aqueduct vehicle is not issued to the employee, then the employee responding to a call while on standby duty will first report to their normal reporting location, then obtain an Aqueduct vehicle by which to immediately report to the jobsite; otherwise, the employee will immediately report directly to the jobsite with their take-home Aqueduct vehicle. When responding to a call while on standby duty, the employee will be in uniform and have the appropriate personal protective equipment (PPE) with them at all times.

ARTICLE 9 (Continued)
ON CALL/STAND-BY ASSIGNMENTS

- 9.2 Assignments will be established on an annual basis by the Department Director. Each employee assigned to on-call/stand-by duty shall be required to perform such duties as required unless for reasons of emergency beyond his/her control he/she is prevented from carrying out his/her assignment. With the approval of the Supervisor, employees will be allowed to exchange "on-call"/"stand-by" duty. In the event, it is impossible for the employee to so carry out his/her assignment he/she must immediately notify the assigned Supervisor in charge.
- (a) For each weekly period from the Line Section there may be at least two (2) employees placed on an "on-call"/"stand-by" status in order to perform emergency work. In that event, at least one (1) such employee will be a Lineman qualified to perform all phases of emergency work. The second assigned employee shall be an Apprentice Lineman. He/she must be an employee or employees of the Line Section meeting management requirements, and with not less than one (1) year experience in such classification. So far as possible, employees will not be given "on-call"/"stand-by" assignments on successive weeks.
- (b) Each employee while assigned must, during all hours outside his/her regular scheduled hours of work, be available to be reached by the phone on record with KEYS, and ready to immediately respond and perform such service as required. In the event the assigned employee fails to perform assigned duties, except under circumstances set forth in paragraph 9.1 herein above, he/she shall immediately forfeit such guaranteed assignment pay to which he/she may otherwise be entitled and become subject to other disciplinary measures as deemed warranted by KEYS.
- 9.3 Any employee assigned to "on-call"/"stand-by" for trouble calls, unloading fuel, and supporting planned projects the Line Section will perform on Saturday, Sunday, and holidays, shall be paid a guarantee of two (2) hours at the applicable rate for each day standing-by.
- 9.4 Any employee who reports for work as scheduled or required, and the work is canceled for any reason, he/she shall receive a guarantee of two (2) hours at the applicable rate of pay at reporting time.
- 9.5 In the event an employee is not assigned to "on-call"/"stand-by" and is called for work outside his/her scheduled hours of work, he/she shall receive a minimum of two (2) hours of pay. Employees have an obligation to respond to calls for assistance with emergencies when available outside the employee's scheduled hours of work.
- 9.6 (a) In the event an employee is called to work not less than one (1) hour before his/her scheduled starting time and continues working his/her regular scheduled hours, he/she shall be granted a meal and paid time to eat same, not in excess of thirty (30) minutes.

Deficiency No. 5 -
on call



October 13, 2025

Call Out Procedure & On-Call Policy

Call Out Forms

All call outs must be documented using a Call Out Form. These forms must be completed the same day or no later than the following day, for both regular working hours and after-hours/night-time call outs.

Each form must include the following details:

- Date and Time of the call out
- Private system, yes or no
- Location
- Problem found
- Work performed
- Names of all employees who responded and their initials

Please ensure one form is used per call out and completed thoroughly. Once filled out, submit the form to the Maintenance Supervisor's inbox.

On-Call Availability (OCA) Policy

Per Board approval, employees assigned to on-call duty will receive **18 hours of straight-time pay per week** for being continuously available for **7 days (24/7). (Mon-Fri @ 2 hours each day and Sat-Sun 4 hours each day)**

OCA requirements:

- Carry a charged phone at all times
- Be ready to respond immediately to any emergency or call out
- Report to 6630 Front Street or the designated emergency site within 20–30 minutes
- Arrive with work truck, tools, proper work attire, and necessary protective gear

Failure to meet OCA expectations may affect on-call eligibility and pay.

Board Approved: 06/29/04
Revised: 07/13/05, 02/04/13, 10/01/13, 10/01/2019, 08/01/2022

Section 7.7 PAY DAY

Pay Day is every other Friday covering pay earned for the previous two-week period. All employees are required to participate in the Direct Deposit Program as a condition of employment. Employees will be responsible for making any change to their direct deposit information.

Effective: 01/01/05
Revised: 11/01/08, 02/10/11, 09/15/16

Section 7.8 STANDBY

Standby pay will be paid at the rate of two (2) hours straight time per day for standby from 5:00 p.m. or normal quitting time until 8:00 a.m. or normal starting time the next morning for all regular days of the week. Four (4) hours straight time will be paid per day for standby worked on Saturday, Sunday, and Holidays. Employees on standby who are called out will be paid for the actual time spent on the call out at time-and-one-half the regular straight time rate. Persons assigned standby will begin their standby time at the end of their workday. Paid time on call outs will begin at the time the employee leaves his home and subsequently completes his work and returns or has time to return to his home. Because of the nature of the Aqueduct's operations, standby duty is mandatory.

While on standby duty, the employee shall be required to:

- (a) Carry an active cellular telephone at all times, and shall provide that current cellular number to their respective supervisor prior to being placed on standby duty; and
- (b) Refrain from consuming any drugs or alcohol that may otherwise prevent them from being fit for duty; and
- (c) Remain within a maximum of one (1) hour of travel time from their reporting location.

Employees responding to a call while on standby duty will not report directly to the jobsite in a personal vehicle. If a take-home Aqueduct vehicle is not issued to the employee, then the employee responding to a call while on standby duty will first report to their normal reporting location, then obtain an Aqueduct vehicle by which to immediately report to the jobsite; otherwise, the employee will immediately report directly to the jobsite with their take-home Aqueduct vehicle. When responding to a call while on standby duty, the employee will be in uniform and have the appropriate personal protective equipment (PPE) with them at all times.



Employee Handbook

Version: 2025

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MESSAGE FROM YOUR EXECUTIVE DIRECTOR

Welcome to the Florida Keys Aqueduct Authority!

You are now part of a team of dedicated professionals committed to providing the highest quality potable water, innovative wastewater programs and excellent customer service to our community.

The Authority has a rich and historical past, and the contributions of your fellow employees have made significant improvements in the water services industry. You will have ample opportunity to make your own contribution and help make the system better for your family, your co-workers and our community.

This handbook provides some background on the Authority as well as general rules and policies for our employees.

I trust you will find your experience with FKAA rewarding, both personally and professionally.

Greg Veliz
Executive Director

DISCLOSURE

The information contained in this Employee Handbook is intended as a general guide and information source for employees. It does not constitute any form of employment contract or guarantee. Florida Keys Aqueduct Authority may change employment policies at any time and such changes may not immediately be reflected in this Handbook. Current revised policies, as determined by management, shall prevail.

Effective 01/01/05

HISTORY

The Florida Keys Aqueduct Authority (formerly Commission) was created by State Legislation in June 1937 for the purpose of obtaining and supplying an adequate potable water supply to the Florida Keys. By 1942, the U.S. Navy, in cooperation with the Florida Keys Aqueduct Commission, had completed a pipeline which originated at the Florida City well fields and traveled along U.S. Highway 1, terminating at Stock Island. This 18" diameter aqueduct was constructed to serve military families and some 20,000 civilians living in the Keys at the time with potable water.

Capable of carrying some six million gallons of water per day, the pipeline was unable to meet the growing needs of the Keys even in the 1960's. Therefore, alternative means of providing fresh water were utilized. A seawater desalination plant was built in 1967 on Stock Island, and a one million gallon per day brackish water Reverse Osmosis (RO) Plant was erected on Key Largo at Rock Harbor in 1976.

As a backup to these supply sources, storage tanks throughout the Keys held up to 33 million gallons.

In 1976, the Florida Keys Aqueduct Authority purchased the 18" diameter pipeline from the U.S. Navy as a preliminary step in planning for the construction of a new, larger capacity line. In 1979, a 3-million gallon per day RO Plant was brought online at Stock Island to provide additional water production capacity. The Desalination Plant and the Rock Harbor RO Plant were subsequently shut down due to age and decreased production capacity.

In 1980, a loan in the amount of \$63.225 million was secured from the Farmers Home Administration for the construction of a new pipeline and expanded water treatment facilities. By late 1982 the construction was complete, and FCAA was operating a new 36" diameter pipeline from Florida City to Key Largo where it connected into a 30" diameter pipeline through Marathon. At Marathon, the pipeline connected into a 24" diameter line which traveled into Stock Island with approximately 13 miles of intermittent stretches of 18" pipeline. With the completion of this new system and its capability to provide increased water capacity to the Florida Keys, FCAA placed its RO Plant into dormant status.

In 1998 the remaining portions of the 18" pipeline which were not replaced in 1982 were finally replaced.

In 1996, the J. Robert Dean Water Treatment Plant capacity was increased from 16 to 22 million gallons of water per day. The Stock Island Pump Station renovation and upgrade was completed in 1997; the Ramrod Pump Station underwent major renovations and upgrades in 1998 and the Long Key Pump Station was completely rebuilt in 1998. The RO Plants on Stock Island and Marathon are online and ready for emergency backup when needed. A brand new 6 mgd RO Plant was completed in 2009. This plant was built to help provide water supply needs for our community well into the future. This new RO Plant is located on our water treatment plant property up in Florida City.

The Authority's first wastewater system was completed in 2004. This system is located in the Little Venice area of Marathon. The service area was expanded in 2005 to include the gulf side of Little Venice. This system was sold back to the City of Marathon in 2008. Wastewater systems in Bay Point and Conch Key were constructed and began operation in 2006. The City of Layton's wastewater system was constructed and began operation in 2007. The Authority acquired the Hawk's Cay wastewater system and has been operating it since 2007. The Big Coppitt Key wastewater system was constructed and began operation in the summer of 2009, which included our first venture into providing "reuse" water to this service area. The Key Haven Wastewater System was purchased in September 2009. The expansion and construction of Duck Key was completed in 2013, at about the same time that the construction began on the Cudjoe Regional Wastewater System. This project was completed in 2021.

Effective: 01/01/05

Revised: 10/20/09, 10/01/12, 06/07/13, 10/01/16, 01/16/18, 02/28/20

ORGANIZATION

The Florida Keys Aqueduct Authority is an independent special district of the State of Florida, created by special legislation, Chapter 76-441, Laws of Florida, as amended from time to time. This law, commonly referred to as our Enabling Act, is available for your review on the FCAA Website.

The Florida Keys Aqueduct Authority is governed by a five-member Board of Directors. They represent each of five districts that are identical to the districts of the Monroe County Commissioners. The members are appointed by the Governor for staggered four-year terms. The powers and duties of the Board of Directors include the right to employ personnel; negotiate and establish employee compensation and duties; enter into contracts; prosecute and defend lawsuits; build, operate and maintain water production and distribution facilities, wastewater collection and treatment facilities; and, in general, do all those things included in the operation of a water and wastewater utility.

The Board of Directors directly employs the Executive Director, their representative, whose duty it is to carry out the plans and policies determined by the Board.

Effective 01/01/05

Revised: 10/01/12, 06/06/13, 12/04/2014

STATUS OF EMPLOYEE

Section 6.1 EMPLOYEE CATEGORIES

FKAA employees fall into one of four categories:

Probationary

A new employee shall be considered a probationary employee for six (6) months after which their seniority shall date back to the date of hire. The employee, while on probation, will accumulate vacation and sick leave benefits during the six-month period. During such probationary period, a probationary employee may have their probationary period extended beyond the initial six-month probationary period, not to exceed an additional six months, as determined by management, and shall not have seniority and may be laid off, disciplined, or otherwise terminated by the Authority, and such action shall not be subject to the grievance procedure, nor the Arbitration or Career Service Council. This shall not preclude a probationary employee from grieving other contractual matters.

The use of sick leave and optional holiday will not be approved for employees during the probationary period. Probationary employees will be eligible for health insurance coverage on the first day of the month following their hire date unless their hire date is the first day of the month in which case coverage is effective immediately.

Regular

An employee who has been legally appointed to an established position shall attain regular status upon completion of six (6) months of satisfactory service. (Regular = Full-time, forty-hour position with benefits.)

Part Time

FKAA does not normally staff positions with part-time employees. Part-time employees, working less than a forty-hour week, are not eligible for benefits but do accrue annual leave and sick leave on a pro-rated basis, in accordance with Sections 10.1 and 10.2 of the Employee Handbook.

Temporary

It is understood that the Authority occasionally has a need for temporary employees. Temporary employees shall not be covered by the C.W.A. Agreement. Temporary employees are those individuals who (a) are hired for a project of set duration or (b) employees hired for other purposes for a period of time not to exceed six (6) months. It is recognized that employees hired under Section (a) may be employed longer than six (6) months on a temporary basis. Copies of notices of temporary hires shall be given to the Union. Absent an emergency, temporary employees will not be permitted beyond eighteen

(18) months. Temporary employees are not eligible for benefits.

Established 08/21/03, Effective: 01/01/05,
Revised: 10/01/06, 10/01/12, 10/01/19, 07/14/2023

Section 6.2 EMPLOYEE CLASSIFICATIONS

For administrative purposes, FCAA employees are classified as:

Bargaining Unit

These employees are defined in the CWA Agreement and are represented by the union, Communications Workers of America, AFL-CIO.

Non-Bargaining

- * Tier III, generally confidential and administrative employees.
- * Tier II, generally supervisory and technical employees.
- * Tier I, generally Directors, and professionals who report to a Department Director, a Deputy Executive Director, the Executive Director and/or the Board of Directors.

When you are hired, your supervisor or the Human Resources Department will explain your classification and salary range designation, answering any questions you may have.

Board Adopted: 06/29/04
Revised: 10/01/12, 02/04/13, 10/01/13, 08/04/14, 10/01/2019

HOURS OF WORK AND OVERTIME

Section 7.1 ATTENDANCE & PUNCTUALITY

Employees are expected to maintain regular attendance and punctuality for the Authority to operate in the most efficient and effective manner possible.

It is the responsibility of each Supervisor to monitor their employee's attendance and punctuality on a regular basis in order to limit the amount of unscheduled absences. When lack of punctuality and attendance appear to be getting excessive, it is the Supervisor's job to counsel the employee and administer the proper disciplinary action to eliminate the problem.

Effective 01/01/05
Revised: 08/11/05, 05/01/06, 10/01/06, 06/13/12

Section 7.2 BREAK SCHEDULES

Employees shall be allowed one (1) work break during the first half of their work shift and one (1) work break during the second half of their work shift. Supervision will have the right to schedule the work breaks and demands of the business may dictate the times when breaks are to be taken. No work break shall exceed fifteen (15) minutes absence from the employee's workstation or work duties. Work breaks cannot be combined into one 30-minute break, and no break will be allowed within two hours of the very beginning or very end of any shift.

Established: 03/19/01 (Executive Director's Memo)

Effective: 01/01/05

Revised: 04/27/12, 10/01/2019

Section 7.3 COMPENSATION FOR EMERGENCY RESPONSE WORK

Once the Executive Director or their designee has declared the closing of the Florida Keys Aqueduct Authority for normal business due to an emergency condition or disaster, all authorized non-exempt employees who perform emergency response work will be compensated as specified in the Administrative Leave Guidelines in the Employee Handbook.

Administrative Leave is authorized by the Executive Director or the Board of Directors upon declaration of an emergency condition. Administrative Leave shall be applicable to regularly scheduled work hours/shifts, unless severe weather conditions dictate additional work hours. (See Administrative Leave Guidelines.)

Exempt employees who have been pre-authorized by their supervisor to perform emergency response work during the time that Administrative Leave is authorized, will receive time and one half for all hours actually worked. This rate of 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.

In the aftermath of a storm, the Operations Department will establish a person in the affected area(s) as the leader of the recovery efforts. All personnel other than shift workers working their normal shift, regardless of what Department they normally work in, who are capable of assisting in the recovery effort, must report to this person to be deemed eligible for compensation under this policy.

In no instance can the payment of Administrative Leave and overtime be construed as or calculated in any manner to exceed compensation of more than 2 ½ times the employee's straight time rate of pay.

All personnel who are authorized to work during Administrative leave must provide written documentation to the Finance Department prior to submission of payroll time sheets.

Board Approved: 05/23/06

Revised: 11/01/08, 10/01/14, 10/01/2019

Section 7.4 COMPENSATION FOR SPECIAL EVENTS WORK

Any employee volunteering to work, as a representative of the Florida Keys Aqueduct Authority, for a pre-approved community event, will accrue compensatory time at one- and one-half times the number of hours worked outside of their normal work hours. (i.e. if you work 3 hours, you will accrue 4.5 hours of Compensatory Time.) Compensatory Time must be properly recorded on a "Comp. Time Log Sheet" and it must be taken within 30 calendar days of being earned, unless the immediate supervisor approves an extension, no longer than 90 days from the date earned due to work demands.

A notice will be sent to all supervisors, in the geographic area of the event, regarding the need for volunteers prior to the event. Employees will be asked to volunteer their time to assist in the setting-up, manning the booth or table(s) during the event and taking down the display.

The Authority encourages all employees to participate in community events that help us educate the public on what we do at the FKAA!

Effective: August 23, 2006

Revised: November 9, 2010, 10/01/2019

Section 7.5 OVERTIME – BARGAINING UNIT

Overtime

Time-and-one-half the employee's regular straight time rate shall be paid for hours worked in excess of forty (40) per week. Compensated leave time actually authorized, such as holiday hours (even if the holiday falls on their normal day off), sick and annual leave scheduled in advance as required by Article VIII, Section 5, and other paid leave under Article IX, Sections 4 through 6 and under Article XIV, Section 7 of the CWA Agreement will be counted as time worked for overtime purposes. However, for purposes of entitlement to pay for working on a holiday, a bargaining unit employee shall only be entitled to premium pay for working on a holiday, if they actually worked on the scheduled workday or shift immediately prior to and following a holiday.

Overtime Distribution

Prescheduled overtime opportunities shall be distributed as equally as practical among those employees who normally perform the work. It is understood that the nature of the service provided by the Authority will require that employees work overtime and that such overtime will be mandatory when, in the Authority's judgment, safe and efficient operations so require. Except as herein provided, employees who work fourteen (14) straight hours, whether it includes normal eight (8) hours of work plus any overtime, or twelve (12) hours of overtime, not including standby personnel, will be granted eight (8) hours off rest period to start when the employee calls off the clock to ensure safe and efficient working conditions. In the event the eight (8) hour rest period falls within the employee's regularly scheduled work period the employee will be given an eight (8) hour rest period directly following the overtime. This rest period will be handled as light duty. This section does not apply in emergency situations such as hurricanes or to members of the transmission crew who are assigned permanently or temporarily to the transmission crew.

Revised: 10/01/06, 10/01/13, 10/01/2025

Section 7.6 OVERTIME – NON-BARGAINING

Non-Exempt, Tier III, Non-Bargaining Employees

When responsibilities require you to work more than 40 hours in a week, the Authority is required to pay you time and one-half for the overtime hours worked. The necessity to work the extra hours must be approved by your Department Director **prior to working** over your normal 40 hours.

Exempt, Tier II and III, Non-Bargaining Employees – (excluding Manager positions)

Employees in exempt positions are "salaried" and therefore are exempt from payment of overtime under the Fair Labor Standards Act. However, the Authority does compensate Exempt Tier II & III, Non-Management Non-Bargaining employees who work over 40 hours in a week by paying them at a rate of time and one-half. The necessity to work the extra hours must be approved by your Department Director **prior to working** over your normal 40 hours. Although management acknowledges that there will be times when it is essential for the supervisors to work additional hours to meet operational demands, it is the supervisor's responsibility to manage proper scheduling and training to ensure that these occurrences will be minimal. Supervisors will schedule standby and assign other operational tasks that may require additional hours to their employees and will avoid performing these tasks themselves.

Exempt, Tier I, Non-Bargaining Employees

As an Exempt, Non-Bargaining Tier I employee, you are assigned duties and responsibilities that may make it necessary to work more than 40 hours some weeks. This is taken into consideration when a salary for your position is established; therefore, you are not eligible for overtime or compensatory time off.

Board Approved: 06/29/04
Revised: 07/13/05, 02/04/13, 10/01/13, 10/01/2019, 08/01/2022

Section 7.7 PAY DAY

Pay Day is every other Friday covering pay earned for the previous two-week period. All employees are required to participate in the Direct Deposit Program as a condition of employment. Employees will be responsible for making any change to their direct deposit information.

Effective: 01/01/05
Revised: 11/01/08, 02/10/11, 09/15/16

Section 7.8 STANDBY

Standby pay will be paid at the rate of two (2) hours straight time per day for standby from 5:00 p.m. or normal quitting time until 8:00 a.m. or normal starting time the next morning for all regular days of the week. Four (4) hours straight time will be paid per day for standby worked on Saturday, Sunday, and Holidays. Employees on standby who are called out will be paid for the actual time spent on the call out at time-and-one-half the regular straight time rate. Persons assigned standby will begin their standby time at the end of their workday. Paid time on call outs will begin at the time the employee leaves his home and subsequently completes his work and returns or has time to return to his home. Because of the nature of the Aqueduct's operations, standby duty is mandatory.

While on standby duty, the employee shall be required to:

- (a) Carry an active cellular telephone at all times, and shall provide that current cellular number to their respective supervisor prior to being placed on standby duty; and
- (b) Refrain from consuming any drugs or alcohol that may otherwise prevent them from being fit for duty; and
- (c) Remain within a maximum of one (1) hour of travel time from their reporting location.

Employees responding to a call while on standby duty will not report directly to the jobsite in a personal vehicle. If a take-home Aqueduct vehicle is not issued to the employee, then the employee responding to a call while on standby duty will first report to their normal reporting location, then obtain an Aqueduct vehicle by which to immediately report to the jobsite; otherwise, the employee will immediately report directly to the jobsite with their take-home Aqueduct vehicle. When responding to a call while on standby duty, the employee will be in uniform and have the appropriate personal protective equipment (PPE) with them at all times.

Selection of Employees for Standby

Management will identify classifications and eligible employees for standby duty and manage it according to the following:

1. A standby wheel shall be developed for each functional unit and each classification necessary for standby duty. The most current standby wheel will remain posted in a clearly visible, public location in each functional area.
2. Each standby wheel shall include the names of all qualified employees, as determined by management, eligible for standby duty.
3. The initial order of each standby wheel shall be by reverse seniority, i.e., the least senior qualified employee eligible shall be listed first, up to the most senior qualified employee eligible being listed last.
4. New eligible and qualified employees shall not be placed on the standby wheel until their probationary period has been successfully completed. At that time their name shall appear in the last slot on the existing standby wheel so that one full rotation of the standby wheel will occur prior to the new employee being designated for standby duty.
5. Assigned standby duty shall be for a duration of seven (7) calendar days, after which the standby wheel shall "turn", and the next listed employee will be assigned standby duty.
6. Eligible and qualified employees on the standby wheel will be allowed to trade standby duty assignments and will be responsible for notifying their respective supervisor at least seven (7) days prior to making any substitutions so that the standby wheel can be updated and published accordingly. All substitutions must be agreed to by all affected parties in writing and submitted to the supervisor when making the substitution request. If no substitution can be made, the employee identified on the standby wheel for the current standby duty assignment will be required to accept the assigned standby duty.
7. Failure to respond while on assigned standby duty will result in disciplinary action and the employee being removed from the standby wheel for a minimum of six (6) months. If an employee is removed from the standby wheel due to disciplinary action and if they are allowed by management to return, their revised placement on the standby wheel will be the same as if they were a new employee.

Management reserves the right to assign mandatory standby duty to any qualified employee, if necessary.

Established: 08/21/03

Effective: 01/01/05

Revised: 10/01/06, 02/04/13, 10/01/13, 10/01/16, 10/01/2019, 10/01/2025

Section 7.9 TIME RECORDS AND LEAVE REQUESTS

Time Keeping Procedures

All employees are required to check in with their immediate supervisor or their designee when they arrive for work, leave for lunch, return from lunch, leave at the end of their workday and any time the employee leaves their work area for personal business.

Each employee receives two – 15-minute breaks and except for employees assigned to shifts in continuous twenty-four hours operations, either a thirty (30) minute or sixty (60) minute, non-paid lunch break. (See CWA Agreement, Article V, Sections 6 and 7 for more detail.) Employees are expected to adhere to work hours, lunch, and break schedules. Tardiness can result in disciplinary action as outlined in the Attendance & Punctuality Guidelines. Work breaks cannot be combined into one 30-minute break, and no break will be allowed within two hours of the very beginning or very end of any shift.

Any employee falsifying their daily work record will be subject to disciplinary action, up to and including termination.

Supervisors will be responsible for keeping accurate time worked and leave records for their employees.

Leave Requests

Leave requests must be made by each individual employee on the latest Time and Attendance System in place. The time records for each pay period will be approved by the supervisor and automatically sent to Finance. While the employee is responsible for verifying the hours worked and leave taken on their time records, it is the supervisor's responsibility to ensure that all hours reported on the time records are accurate before it is approved.

All required doctor's certificates must be sent electronically to the Human Resources Department. A "comment" must be made on the leave request to indicate that a "doctor's certificate has been received" Leave requests lacking the required doctor's certificate will not be approved or processed. An adjustment form must be completed for any changes to leave requests which have already been submitted. The adjustments must be approved in the same manner as leave requests. No adjustments can be processed without the employee and supervisor's signature.

Electronic time records, leave requests, and/or adjustment forms must be approved and submitted no later than 12:00 noon Monday morning.

Each employee is responsible for monitoring available leave balances. Any leave taken in excess of available leave, even if supported by an approved leave request, will be processed as leave without pay.

Effective: 01/01/05

Revised: 11/16/07, 11/01/08, 02/10/11, 04/27/12, 02/04/13, 06/10/16, 10/01/2019

Section 7.10 WORKING HOURS

The FKAA work week begins at 12:01 a.m. Saturday and ends at midnight Friday. Your normal work week will be scheduled during that period.

The normal workweek shall consist of a forty (40) hour week which shall generally be comprised of five (5) eight (8) hour shifts or four (4) ten (10) hour shifts at management's discretion unless unusual operational concerns arise which shall take precedence. Also, by agreement of the employee and supervisor, the employee can choose to work a flex schedule that totals forty (40) hours in a week, as long as operational requirements allow. In holiday weeks employees assigned to four (4) ten (10) hour schedules will work a five (5) day eight (8) hour schedule. In the absence of an emergency or unforeseen operational needs employees affected by the change from five (5) eight (8) hour workweeks to four (4) ten (10) hour workweeks or vice versa will be notified the Monday prior to making any changes.

Any employee requested by management to work outside of their normally scheduled shift may complete their normal shift and receive overtime, as long as, in the judgment of the supervisor, and there are no safety concerns by permitting the employee to continue working their normal shift. A call out for leak repair is not subject to this notification requirement.

Effective: 01/01/05

Revised: 10/01/06, 10/01/12, 10/01/2022

Section 7.11 COMPENSATORY TIME

All bargaining unit, Tier II, and Tier III employees have the option of either time off or overtime payments when the employee works overtime.

1. The option to take compensatory time off will be voluntary on the part of the employee and must be agreed to by the employee's supervisor and will be granted based on operational needs and then in accordance with seniority.
2. Compensatory time off must be taken in the same payroll period in which the overtime occurred.
3. Compensatory time off may only be taken for overtime hours worked at the time-and-one-half (1.5) times rate. Such compensatory time off will be granted at the rate of time-and-one-half (1.5) hours for each hour of overtime worked.
4. Time not utilized as compensatory time will be paid as overtime.
5. There is no intent to change the way overtime is offered.

Effective: 10/01/2025

JOB SELECTION

Section 8.1 EMPLOYEE SELECTION PROCEDURES

Procedure Statement

The Employee Selection Procedures are established for the purpose of insuring that the selection process is consistent throughout the organization and complies with all applicable laws and Authority policies. The procedures will ensure that all applicants, both in-house employees and outside applicants, will be evaluated in a similar manner.

Equal Employment Opportunity Statement

The Florida Keys Aqueduct Authority is an equal opportunity employer that is committed to diversity and inclusion in the workplace. We prohibit discrimination and harassment of any kind based on race, color, sex, religion, sexual orientation, national origin, disability, genetic information, pregnancy, or any other protected characteristic as outlined by federal, state, or local laws.

This policy applies to all employment practices within our organization, including hiring, recruiting, promotion, termination, layoff, recall, leave of absence, compensation, benefits, training, and apprenticeship. The Florida Keys Aqueduct Authority makes hiring decisions based solely on qualifications, merit, and business needs at the time.

Position Availability

When a position becomes vacant, the Department Director, or their designee, will evaluate the need for filling the position. A complete review of the Job Description should be performed, including revisions to job duties, responsibilities, and requirements if necessary. A vacant position shall not be advertised/filled without the approval of the Executive Director.

Position Selection Committee

The Department Director, or their designee, will identify the Selection Committee to be involved in the interview and selection process for the vacated position.

Deputy Executive Directors

Deputy Executive Directors shall be selected by the Executive Director with the approval of the Board of Directors.

Department Directors

Department Directors shall be selected by the Executive Director.

Posting Vacant Positions

Notice of vacant Bargaining Unit positions to be filled must be posted according to the FKAA/CWA Agreement.

Screening of In-House Applicants

All in-house applicants are required to apply via the internal Career Center on the FKAA's current HR software. The Internal Application must contain documented information on the applicant's qualifications for the position for which they are applying.

In-house employees may be screened for qualifications at two separate levels:

Determination of Qualified Applicants

All in-house applicants may be screened to determine if an applicant is qualified as follows:

- The Human Resources Department and/or the Selection Committee will initially screen for qualified applicants, based on meeting the "minimum requirements" of the position, through the review of the applicant's Internal Application or any other relevant source of information (i.e. personnel file).
- All preliminarily qualified in-house applicants will be interviewed by the Selection Committee.
- During the interview process, the Selection Committee will conduct detailed interviews/tests to further determine if the experience/education of the in-house applicant meets the qualifications of the position (this is outlined in the Interview Process of this Policy).

Employees determined "unqualified" at either level will be provided with a letter to that effect from the Human Resources Department.

Screening of Outside Applicants

If no in-house applicant is selected for the position, or when simultaneous posting/advertisement is approved by the Department Director; the Selection Committee is authorized to receive outside applications. All outside applications will be received by the Human Resources Department. The Department Director will receive notices of applications received through the outside Career Center and have access to the applications received for their respective job openings. The Selection Committee will determine all outside applicants to be interviewed, giving preference to all qualified veterans and their qualified family members. (See Veteran's Preference statement under "Interview Process" below.) Prior to scheduling interviews, the Human Resources Department will conduct background checks on the applicants being recommended for an interview; background checks will include Driver License, criminal background checks, etc. The Human Resources Department will advise the Department Director of information obtained through the background checks.

Applicant Rating Matrix

The Selection Committee may use an Applicant Rating Matrix and recommend the factors to be assigned to each category for rating.

The finalized Applicant Rating Matrix, as part of special criteria, will also incorporate personal attributes, principal work assignments, minimum training/experience requirements, special consideration/qualities and skill testing as deemed necessary for the position.

The Applicant Rating Matrix will serve as the guideline for the Selection Committee's ranking of each candidate.

Interview Process

The Selection Committee will prepare for the interview by having a finalized list of questions, the Applicant Rating Matrix, if an Applicant Rating Matrix is utilized, and necessary tests as may be required for a position.

The hiring Director will change each applicant's status to "interview" with a note detailing the date and time of the interview to be scheduled. All applicants claiming Veterans Preference, who have provided the required documentation, and meet the minimum requirements for the position they are applying for, must be interviewed.

Applicants will be interviewed by the Selection Committee. Each Committee member will individually complete the Applicant Rating Matrix if an Applicant Rating Matrix is utilized.

In-house employees or outside applicants may be determined to be "unqualified" by the Selection Committee during the interview process. Such determination will be based upon the information/confirmation of experience/education/testing obtained during the interview. The Selection Committee will advise the Human Resources Department of any applicant determined to be "unqualified". Any in-house employee determined to be unqualified will be provided with written notification of this determination. The notice will be prepared by the Human Resources Department.

When all interviews have been conducted, the Selection Committee will calculate their respective Applicant Rating Matrix for each applicant, giving each applicant who qualifies for veteran's preference the extra points based on the following criteria: ***VETERAN'S PREFERENCE: Fifteen points/percent, of the eligible number of points, must be added for a disabled veteran with a service-connected disability who is eligible for, or is receiving compensation, disability retirement, or pension. Ten points/percent for the spouse of a veteran with a total and permanent service-connected disability, or the spouse of a veteran missing in action, captured, or forcibly detained by a foreign power. Ten points/percent for a veteran of any war who has served at least one day during that wartime period or who has been awarded a campaign or expeditionary medal. Ten points/percent for a mother, father, legal guardian, or un-remarried widow or widower of a service member who died as a result of military service under combat-related conditions. Five points/percent must be added to all other categories of veterans who served in the active military, naval, or air service, and who were discharged under honorable conditions. Five points/percent must be added to any reserve***

component of the U.S. Armed Forces or the Florida National Guard.

Once the interviews are completed, the Selection Committee will forward the Matrix forms to the Director of Human Resources. The hiring Director will then change the "most qualified" applicant's status to "reference check". Once the reference checks are complete, the hiring Director will change the applicant's status to "make offer" with a note stating the applicant's starting salary and start date. The recommended salary to be offered must be approved by the Deputy Executive Director, and/or the Executive Director.

If no applicants are recommended for selection, the Department Director will authorize the re-advertisement of the position and re-start the process.

Offer Notification

An offer cannot be made to the individual until the Department Director and the Executive Director have signed off approving the Selection Committee's recommendation.

All applicants will be advised in writing by the Human Resources Department, as to whether they were selected for the position.

Revised: 01/01/05, 03/31/06, 11/16/07, 10/20/09, 12/05/11, 06/07/13, 10/01/13, 10/01/14, 10/01/16, 10/01/2019

Section 8.2 JOB POSTINGS

So that you are aware of job opportunities within FKAA, openings are posted on the Career Center and via an e-mail sent to "all employees" after the posting on the Career Center. Job vacancies shall be posted for a minimum of five (5) working days.

(A.) All employees who bid and who meet all minimum qualifications of the job description shall be granted a job interview.

(B.) Management will advise all applicants of its hiring decision within a reasonable amount of time given the needs of the business.

Established: 08/21/03

Effective: 01/01/05

Revised: 10/01/06, 10/01/09, 10/01/10, 03/22/13, 10/01/13, 10/01/14, 10/01/16, 10/01/2019

Section 8.3 NEPOTISM POLICY

Section 1. Policy

The Florida Keys Aqueduct Authority will not hire, transfer, or promote relatives (this includes a domestic partner and/or their immediate family) into the same Department.

A public official may not appoint, employ, promote, or advance, or advocate for appointment, employment, promotion, or advancement, in or to a position, any individual who is a relative (this includes a domestic partner and/or their immediate family) of the public official. An individual, who is a relative (this includes a domestic partner and/or their immediate family), may not be appointed, employed, promoted, or advanced in or to a position if such appointment, employment, promotion, or advancement was received in violation of this subsection.

Section 2. Definitions

In accordance with Florida Statute, Section 112.3135, "Relative" is any person related to a "public official" as a father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, domestic partner, or their family as listed above. In accordance with Florida Statute, Section 112.3135, "Public Official" means any member of the Governing Board or any employee of the Florida Keys Aqueduct Authority who has the authority, or to whom authority has been delegated, to appoint, employ, promote, or advance individuals or to recommend individuals for appointment, employment, promotion, or advancement in connection with employment by the Authority.

Section 3. Exception

The requirements of this policy will not apply to current employees who, as of the effective date of this policy, are presently working in the same department as a relative. However, the policy will apply to any employee who seeks a transfer or promotion into the same Department as a relative (this includes a domestic partner and/or their immediate family) after the effective date of this policy.

Board Approved: 06/16/99

Revised: 03/15/12

HOLIDAYS

Section 9.1 HOLIDAYS

The following days, and any other holidays approved by the Board of Directors, shall be considered holidays; and paid for such at the employee's regular straight time hourly rate:

New Year's Day
Martin Luther King's Birthday
Presidents Day
Memorial Day

Juneteenth National Independence Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day
Floating Holiday - to be assigned by the Executive Director.

Weekend Holidays. Holidays will be observed on the day of their occurrence, as established by the State of Florida or the Federal Government.

Holiday Pay and Eligibility. Full-time employees shall be paid eight (8) hours pay at their regular straight time rate for holidays not worked.

Holiday Work. In the event an employee is required to work on any of the recognized holidays, they will be paid time-and-one-half their regular straight time rate for all hours worked on the holiday, plus their holiday pay.

Established: 08/21/03

Effective: 01/01/05

Revised: 10/01/06, 10/01/12, 10/01/2019, 10/01/2022

Section 9.2 OPTIONAL HOLIDAY

Optional holidays may be taken anytime during the fiscal year, with prior supervisory approval. **Any employee who has not taken their optional holiday by September 30th will lose it.**

Established: 05/01/99

Effective: 01/01/05

Revised: 03/27/06, 10/01/12, 06/10/16, 10/01/2019

VACATION LEAVE

Section 10.1 VACATION LEAVE - BARGAINING UNIT EMPLOYEES

Vacation Accrual. Employees on the payroll continuously, filling authorized regular positions, shall receive paid vacation based upon their continuous service as follows:

Continuous Service

1 month through 5 years

Earned Time

8 hours per month
12 workdays per year

61 months through 10 years	12 hours per month 18 workdays per year
121 months and over	16 hours per month 24 workdays per year

All regular employees shall accrue 50% of their monthly leave accrual on each of the first two pay periods of each month. Should the employee work less than the full eighty (80) hours for the pay period, their accrual will be adjusted based on the percentage of time worked. Leave without pay and paid time off while on donated leave, will not be counted as hours worked for accrual purposes.

Vacation Pay. Vacation pay shall be calculated at the employee's regular straight time rate.

Scheduling of Vacations. Vacations may be taken at any time of the year. Employees must submit vacation requests electronically to the immediate supervisor within a reasonable amount of time. Management has the right to deny any vacation request based on operational needs. If there is a conflict of two or more requests and the scheduled leave request is more than 90 days away, seniority shall be controlling. Any leave requests that are less than 90 days away shall be approved by order of submission. Two (2) days of annual leave may be taken without advance notification.

However, any employee who requests pre-approved annual leave will not be allowed to change the type of leave once their leave has begun, except during emergency conditions, as stated in the Administrative Leave Policy. This would include any employee who becomes ill during their vacation and wants to change their time to sick leave. Effective immediately, the former practice of changing types of leave will only be allowed during emergency conditions as stated in the Administrative Leave Policy.

Maximum Accrual. Employees will not be permitted to accrue vacation in excess of three hundred fifty (350) hours as of September 30 of each year. If an employee has a scheduled vacation canceled due to operational needs, the employee will be paid for those canceled hours which cause the employee to exceed the three (350) hour maximum as of September 30; provided that the employee must attempt to reschedule canceled hours, if possible. Employees will be responsible for monitoring their leave balances throughout the year via the Employee Self Service program. Management has the option to limit absence for vacation purposes to eighty (80) continuous hours at any time.

Payment for Unused Vacation. The only condition under which an employee may receive pay in lieu of vacation or pay for unused vacation is upon final separation or as specifically provided in the Maximum Accrual Section of the CWA Agreement.

Established: 01/01/01.

Effective: 01/01/05

Revised: 05/01/06; 10/01/06, 10/01/09, 10/01/12, 10/24/12, 10/01/13, 06/10/16, 10/01/2019, 10/1/2022

Section 10.2 VACATION LEAVE - NON-BARGAINING EMPLOYEES

Earning Annual Leave

All regular employees shall accrue 50% of their monthly leave accrual on each of the first two pay periods of each month, at the accrual rates assigned below:

Tier I	1 month to 10 yrs.	12 hours/mo.
	Over 10 yrs.	16 hours/mo.
Tier II	1 month up to 5 yrs.	10 hours/mo.
	5 yrs. up to 10 yrs.	12 hours/mo.
	10 yrs. and over	16 hours/mo.
Tier III	1 month up to 5 yrs.	8 hours/mo.
	5 yrs. up to 10 yrs.	12 hours/mo.
	10 yrs. and over	16 hours/mo.

Scheduling Annual Leave

An employee may begin using annual leave after they have successfully completed their new-hire probationary.

Vacations may be taken at any time of the year. Employees must submit vacation requests electronically to the immediate supervisor as early as 365 days prior to or any time prior to the scheduled vacation leave and approved within a reasonable period-of-time; provided, however, that the supervisor has the right to deny any vacation request based on operational needs. If there is a conflict of two or more requests and the scheduled leave request is more than 90 days away, seniority shall be controlling. Any leave requests that are less than 90 days away shall be approved by order of submission. Employees who are prevented from taking their scheduled vacation due to sickness or disability or work requirements may have the vacation rescheduled.

However, any employee who requests pre-approved annual leave will not be allowed to change the type of leave once their leave has begun, except during emergency conditions, as stated in the Administrative Leave Policy. This would include any employee who becomes ill during their vacation and wants to change their time to sick leave.

Limit on Accrual/Buyout for Non-Bargaining Employees Hired on or Before June 30, 2004

Tier I (Dept. Directors and above)	Maximum Accrual/Payout = 570 hours
Tier I	Maximum Accrual/Payout = 450 hours

Tier II	Maximum Accrual/Payout = 410 hours
Tier III	Maximum Accrual/Payout = 350 hours

Limit on Accrual/Buyout for Non-Bargaining Employees Hired on or After July 1, 2004

Tier I	Maximum Accrual/Payout = 450 hours
Tier II	Maximum Accrual/Payout = 410 hours
Tier III	Maximum Accrual/Payout = 350 hours

Maximum Accrual: Employees will not be permitted to accrue vacation in-excess-of their accrual limit (see above list) as of September 30 of each year. Employees will be responsible for monitoring their leave balances throughout the year via the Employee Self Service program.

If annual leave already scheduled and approved must be canceled due to operational requirements, the Executive Director may permit these hours to be carried forward. This will be considered on a case-by-case basis, as unusual circumstances warrant.

Payment of Annual Leave

FCAA does not pay for annual leave in lieu of taking time off.

Board Approved: 06/29/04.

Revised: 07/13/05, 05/01/06, 10/01/06, 10/01/09, 10/01/12, 10/01/13, 06/10/16, 10/01/2019, 10/01/2022, 06/03/2024

LEAVES OF ABSENCE

Section 11.1 ADMINISTRATIVE LEAVE

Administrative Leave is authorized by the Executive Director or the Board of Directors upon declaration of an emergency condition. In no instance will the payment of Administrative Leave and overtime be construed as or calculated in any manner to exceed compensation of more two-and-one-half times the employee's straight time rate of pay.

1. Employees on any type of leave will be eligible to change their leave to Administrative Leave.
2. No employee, shift, or regular schedule will receive Administrative Leave pay on their regularly scheduled day(s) off. Please refer also to the "Compensation for Emergency Response Work" policy for pay during recovery efforts while on Administrative Leave.
3. All personnel scheduled to work during Administrative Leave, who are unable to report to work due to extenuating circumstances directly related to the emergency condition, and have received approval from their supervisor, will receive Administrative Leave at straight time for their scheduled workday(s) only.

4. Employees who are assigned standby duty during Administrative Leave will be paid an extra hour per day of stand-by until the “all clear” is given.
5. Personnel who are required to work will receive paid Administrative Leave and be eligible for “Compensation for Emergency Response Work” pursuant to that policy.

Personnel who work additional shifts for other personnel who do not report to work will be paid Administrative pay for all hours worked in addition to overtime pay. Any Supervisor with personnel who were required to work during Administrative Leave must provide written documentation, through their Department Director, identifying these employees for the Finance Department prior to submission of payroll time sheets.

Effective: 01/01/05

Revised: 09/16/05, 11/16/07, 09/29/08, 10/20/09, 02/04/13, 10/01/14, 06/18/18, 02/10/2020

Board Approved: 05/23/06, 09/29/08.

Section 11.2 COMMUNITY SERVICE LEAVE

The Executive Director may grant up to three days (24 hours) per fiscal year of community service to employees who perform services for civic and community organizations. The employee will request the Community Service, prior to the date of the requested leave, through the current Time and Attendance module, similar to other leave requests. The employee must identify the Organization requesting the employee’s time in the comment box on the leave request. An electronic copy of the written request from the Organization should be sent to the Human Resources Department for filing in the employee’s personnel file. The employees’ leave request will go through the normal review process with an extra review by the Executive Director. The employee will be notified when the final reviewer (Executive Director) either approves or denies the request.

Leave that can be included in Community Service Leave is any community related service that is performed without monetary compensation and is not performed as a parent of a child. (i.e., when your child’s class is going on a field trip and you act as a chaperon or plays on a sports team that you coach.) However, if you are involved in a school-wide project, this could be considered community service. Community Service is just that, service that is provided by you for the betterment of our local community.

Effective: 01/01/05

Revised: 10/01/14, 10/01/16, 10/01/2019

Section 11.3 DOCTOR’S CERTIFICATES

FMLA Doctor’s Certificates. Any employee who has a doctor’s certificate for a medical condition covered under the Family Medical Leave Act (FMLA), **must have a new FMLA**

doctor's certificate completed for each event. FMLA doctor's certificates on file will no longer be valid twelve (12) months after the first date the employee used FMLA leave. A new doctor's certificate must be provided for continued illnesses covered under the FMLA after each twelve-month period.

Regular Doctor's Certificates. If the employee has been out on medical leave (other than FMLA) for five or more days, as per the Union Contract, the employee will not be allowed to return to work without a doctor's certificate. (See Exhibit "A"). A doctor's certificate must be presented **no later** than the date the employee returns to work. For FMLA leave, the doctor's certificate should be presented **thirty (30) days before the leave is taken** if it is not due to a medical emergency.

Any employee not complying with the above stated policy will be subject to disciplinary action.

Effective: 01/01/05

Revised: 01/01/10, 03/26/13

Section 11.4 FAMILY MEDICAL LEAVE ACT

The Florida Keys Aqueduct Authority will comply with the Family and Medical Leave Act implementing Regulations as revised effective January 16, 2009, and updated thereafter. The Authority posts the mandatory FMLA Notice and upon hire, provides all new employees with notices required by the U.S. Department of Labor (DOL). (Click on the following link for more information on the FMLA: <http://www.dol.gov/whd/fmla/>)

The function of this policy is to provide employees with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law.

An employee will use any available paid leave while on approved FMLA, per the FMLA guidelines.

If you have any questions, concerns, or disputes with this policy, you must contact the Director of Human Resources in writing.

Effective: 01/01/05

Revised: 01/16/09, 01/01/10, 03/15/12, 10/01/12, 02/04/13, 10/01/14, 10/01/2019

Section 11.5 BEREAVEMENT LEAVE

Regular employees shall receive leave with pay for five (5) days to grieve the death of the employee's spouse (or declared domestic partner), parent, step-parent, aunt, uncle, step-

brother, step-sister, or guardian who raised them in lieu of a parent, grandparent, child, brother, sister, aunt, uncle, niece, nephew, grandchild, or spouse's (or declared domestic partner's) immediate family. A Declaration of Domestic Partnership form must be completed and on file in the employee's personnel file. A limit of two (2) occurrences or maximum of ten (10) days per year. Additional bereavement time may be approved by the Executive Director, subject to good cause.

Established 05/01/99.

Effective 01/01/05

Revised: 10/01/06, 10/03/11, 10/01/2019, 10/01/2022, 10.01.2025

Section 11.6 JURY DUTY AND COURT APPEARANCE LEAVE

Regular employees required to be absent from work due to jury duty or necessity to appear in court pursuant to a subpoena, for other than personal reasons, shall receive their regular straight time rate for hours they would normally work, provided such absence does not exceed two weeks. Employees who attend court for only a part of a regularly scheduled workday will report to their supervisor when excused or released by the Court. The supervisor will advise the employee if they are to return to work for the remainder of the day.

Established: 05/01/99 Effective: 01/01/05

Revised: 10/01/06, 10/01/16, 10/01/19

Section 11.7 MILITARY LEAVE

Employees shall receive leave of absence without pay for service in the Armed Forces of the United States in accordance with applicable Federal Law. Regular employees will receive a leave of absence for short term military temporary duty with a reserve unit of the United States Army, Navy, Marine Corps, Coast Guard or National Guard for a period not to exceed seventeen (17) continuous days and shall receive pay for the difference between what the employee receives from the military authority and what they would otherwise have earned while at work.

Established: 05/01/99.

Effective: 01/01/05

Revised: 10/01/12, 10/01/2019

Section 11.8 LEAVE OF ABSENCE WITHOUT PAY

Upon written request stating the reason, a leave of absence without pay for personal reasons may be granted by the Authority for good cause to regular employees.

Employees on a leave of absence under this Article may, at their option, elect to continue their group insurance coverage at the group insurance rate for themselves and their

dependents by paying the appropriate group insurance premium for employee coverage or employee and dependent coverage to the Finance Office on a monthly basis as long as the employee remains on approved leave. Such payments for each month must be received no later than the 25th day of the preceding month. This does not pertain to leave granted under the FMLA. For information regarding payment of health insurance coverage refer to the FMLA Policy.

Established: 01/01/01.

Effective: 01/01/05

Revised: 10/01/12, 10/01/13, 10/01/16, 10/01/2019

Section 11.9 SICK LEAVE - BARGAINING UNIT EMPLOYEE

Sick leave is to be used by employees when the employee or their qualified dependent are suffering from an illness that requires them to stay at home, seek medical treatment or requires hospitalization. **Sick Leave Accrual. Sick leave is earned at a maximum rate of eight (8) hours per month.** All regular employees shall accrue 50% of their monthly leave accrual on each of the first two pay periods of each month. Should the employee work less than the full eighty (80) hours for the pay period, their accrual will be adjusted based on the percentage of time worked. Leave without pay will not be counted as hours worked for accrual purposes. There shall be no limit on the number of sick days which may be accrued.

Utilization of Sick Leave. Paid sick leave shall not be taken prior to the time of its accrual. Sick leave may be utilized for the employee's sickness, the employee's spouse (or declared domestic partner), parent, or child's sickness, necessary doctor's appointments, injury, or disability (including pregnancy for period of disability certified by a physician), or for quarantine by the health authorities or a physician, or as required under the Family Medical Leave Act. Employees who submit a leave request in advance for prescheduled medical appointments should receive the approved leave request in a reasonable amount of time. Paid sick leave may be utilized according to the following schedule:

(a) An employee will be paid for the first four (4) days of sick leave without a doctor's certificate. Subject to the remaining requirements of this Section, and the Notification Section, payment for sick leave of five (5) days or more will be made only upon presentation of a doctor's certificate.

The doctor's certificate, where required by this Section will be in the form of Exhibit B or in the alternative must contain **all information contained** in Exhibit B **and must be signed by the doctor.**

Employees who have a consistent pattern of absences, as determined by the authority; or with excessive absenteeism may be sent to a physician selected by the employee from two (2) chosen by the Authority, in which event the Authority will pay the expense, therefore. If an employee is sent to a physician of the Authority's choosing, the employee agrees that

they will release medical records relating to the reasons for absence from the physician chosen and will permit the physician to answer any inquiries from the Authority relating to the reasons for the absences. Nothing contained in this section shall otherwise prevent the Authority from taking appropriate disciplinary action.

Any bargaining unit member may use their sick leave to take care of a child, spouse (or declared domestic partner) or parent who is sick or injured, provided (1.) the child is under eighteen (18) years of age or legally disabled; (2.) the child, spouse or parent is totally unable to care for himself/herself and if the employee was not available, a third party would be required to be present to provide care. Children living with a parent on a split-custody basis are considered regularly residing in the employee's home during the custody period. Sick leave under this paragraph can be taken in one (1) hour increments.

Use of Paid Leave for FMLA Leave. An employee will use any available paid leave while on approved FMLA, per the FMLA guidelines.

Notification.

An employee on sick leave must notify their immediate supervisor no later than one (1) hour prior to the start of the assigned start time, unless it is not possible to do so in which case, they must notify their supervisor as soon as possible. Notification must be given daily unless pre-approved in writing by management.

Compensation for Accrued Sick Leave Upon Retirement.

- a) Employees will be eligible for compensation of up to 80 hours of accrued, unused sick leave upon retirement or voluntary separation, at the employee's rate of pay at the time of separation.
- b) Employees hired prior to October 1, 2006, upon retirement from the Authority, shall be compensated for accrued, unused sick leave in accordance with the following formula:

All sick leave accrued that is in the employee's sick leave account on the date of the employee's retirement shall entitle the retiring employee, hired prior to October 1, 2006, to a bonus equal to: Hours accrued multiplied by employee's regular straight time rate at time of retirement multiplied by .80 of up to the first 1040 hours, or .50 of the employee's total hours, whichever is greater.

Employees are eligible for payment under this section only if the employee was hired prior to October 1, 2006 and (a.) they retire after ten (10) years of credited service with the Authority and is at least 62 years of age, or (b.) has thirty (30) years of credited service with the Florida Retirement System (FRS).

Established: 08/21/03

Effective: 01/01/05

Revised: 10/01/06, 10/01/09, 10/01/12, 10/24/12, 10/01/13, 06/10/16, 10/01/16, 10/01/2019, 10/01/2022,

Section 11.10 SICK LEAVE - NON-BARGAINING EMPLOYEE

Earning Sick Leave

Effective October 1, 2006, sick leave is earned at a rate of eight (8) hours per month. All regular employees shall accrue 50% of their monthly leave accrual on each of the first two pay periods of each month.

Sick leave may be accrued without limit. You may therefore protect yourself against loss of salary in case of a disabling illness by "banking" sick leave.

Utilization of Sick Leave

Paid sick leave shall not be taken prior to the time of its accrual. Sick leave may only be utilized for employee sickness, necessary doctor's appointments, injury, or disability (including pregnancy for period of disability certified by a physician), or for quarantine by the health authorities or a physician, or as required under the Family Medical Leave Act. Paid sick leave may be utilized according to the following schedule:

Payment of sick leave for absences of 5 days or more may require a doctor's certificate, depending upon circumstances. Your supervisor will advise you if such a certificate is necessary. The doctor's certificate, where required by this Section, will be in the form of Exhibit "B" or in the alternative must contain all information contained in Exhibit "B" and must be signed by the doctor.

Employees who have a consistent pattern of absences, as determined by the authority; or with excessive absenteeism may be sent to a physician selected by the employee from two (2) chosen by the Authority, in which event the Authority will pay the expense, therefore. If an employee is sent to a physician of the Authority's choosing, the employee agrees that they will release medical records relating to the reasons for absence from the physician chosen and will permit the physician to answer any inquiries from the Authority relating to the reasons for the absences. Nothing contained in this section shall otherwise prevent the Authority from taking appropriate disciplinary action.

Annual leave may not be substituted for sick leave unless all sick leave has been exhausted and no other leave is available. Annual Leave (MA) may be used under the FMLA.

Any non-bargaining employee may use their sick leave to take care of a child, spouse (or declared domestic partner) or parent who is sick or injured, provided (1.) the child is under eighteen (18) years of age or legally disabled; (2.) the child, spouse or parent is totally unable to care for himself/herself and if the employee was not available, a third party would be required to be present to provide care. Children living with a parent on a split-custody

basis are considered regularly residing in the employee's home during the custody period.

Non-Bargaining Employees Hired On or Before June 30, 2004

Payment for Sick Leave upon Retirement for Tier II and Tier III Employees

Tier II and Tier III employees will be paid 80% of their accrued, unused sick leave balance up to 1,040 hours or 50% of their accrued sick leave balance, whichever is greater, upon normal retirement. To qualify for the benefit the employee must be retiring after 6 years of continuous service (age 62 plus) or after 30 years of continuous service (any age).

Payment for Sick Leave upon Retirement for Tier I Employees Below Department Director Level

Tier I employees (below the Department Director level) will be paid for 100% of accrued, unused sick leave up to 1,040 hours or 50% of their accumulated sick leave balance at the time of retirement or resignation as described below, whichever is greater. To qualify for this benefit the employee must be retiring after 6 years of continuous service (age 62 plus); or at the time of resignation after 20 years of continuous service (any age) with the FKAA.

Payment for Sick Leave upon Retirement for Department Directors and Above

Department Directors and above will be paid for 100% of accrued, unused sick leave up to 1,300 hours or 50% of their accumulated sick leave balance at the time of retirement or resignation as described below, whichever is greater. To qualify for the benefit the employee must be retiring after 6 years of continuous service (age 62 plus); or at the time of resignation after 20 years of continuous service (any age) with the FKAA. Also, those Department Directors and above who resign with between 10 and 20 years of service with the FKAA will receive payment for 50% of their unused sick leave balance.

Non-Bargaining Employees Hired On, or After July 1, 2004

Employees will be eligible for compensation of up to 80 hours of accrued, unused sick leave upon retirement or voluntary separation, at the employee's rate of pay at the time of separation.

Board Approved: 06/29/04.

Revised: 03/15/12, 10/01/13, 06/10/16, 04/11/17, 10/01/2019, 10/01/2022, 10.01.2025

Section 11.11 VOLUNTARY LEAVE DONATIONS

Under the Voluntary Leave Donations policy, an employee may donate sick or annual leave directly to another employee who has a documented serious medical condition or an

employee who needs to care for an immediate family member who has a documented serious medical condition. As it pertains to this policy, immediate family members include spouse or domestic partner, parent, sibling, or child, including step, half, and in-law.

Medical certification from a doctor will be required. Donated leave cannot be used for the birth of a child by either the male or female, except when medically necessary for the mother.

Leave hours can be solicited only after the employee has used all of his/her own available leave hours (excluding Community Service leave).

Solicitations for donations will be conducted exclusively through the Human Resources Department, which agrees to disseminate written solicitations upon request by the employee requesting the leave. All requests for leave donations that may qualify under the Voluntary Leave Donations policy must be approved by the Executive Director or his or her designee.

Leave will be donated in one (1) hour increments and will be used on an hour-for-hour basis, in one (1) hour increments. If the employee does not use 100 percent of donated leave hours, the unused donation of hours will be returned to the last employees who submitted donations.

The maximum donation of leave which an employee can receive will be one hundred sixty (160) hours or the length of time medically necessary, whichever is less. If the initial 160 hours of donated time is exhausted, upon employee request and further proof of medical necessity, a second request for donations up to a maximum of 160 hours may be made if approved by the Executive Director.

No donation can result in reducing the donor's sick leave accrual balance to an amount less than three hundred (300) hours. No employee may donate more than a total of 40 hours to other employees in any six-month period. All contributions of donated leave are voluntary on the donating employee's part.

An employee will not accrue sick leave or annual leave, nor be paid for any other type of leave, while on donated leave.

Effective: 10/01/2022 Revised: 02/26/2024

Section 11.12 TIME OFF TO VOTE

The FKAA encourages its employees to exercise their right to vote. One (1) hour of paid time off is granted according to the following:

You must reside in and be registered to vote in the precinct/area holding the election. Also, you must be scheduled to work eight (8) hours between 7:00 AM and 7:00 PM during the

day of the election.

If you desire to vote during the workday, ask your supervisor at the beginning of the workday to schedule your paid time off.

Established: 05/01/99 Effective: 01/01/05

Section 11.13 WORKERS' COMPENSATION LEAVE

If an employee sustains a job-related injury entitling them to Worker's Compensation in accordance with the laws of the State of Florida, the employee shall not receive sick pay for the same day or days for which Worker's Compensation is received. During the first week of such job-related injury, the employee shall be paid out of their sick leave accrual. Beginning the eighth day, the Authority shall allow the employee to use their vacation or sick leave so that their leave and Worker's Compensation benefits equal the employee's straight time salary through the remainder of their absences due to the injury until vacation and sick leave is exhausted by the supplemental payments. If the employee is absent twenty-one (21) days or more and as a result receives pay from the State for the first seven (7) days of injury, they shall reimburse the Authority for the first seven (7) days of absence prior to returning to work and their sick leave accrual shall be credited accordingly.

Employees on a leave of absence under this section will for a period of up to six (6) months be returned to their former job if physically capable of performing that job. If the employee cannot return to their regular job within six (6) months, the employee's rights shall be as set forth under applicable state law and enforcement of those rights will be pursuant to procedures under state law.

Established: 08/21/03 Effective: 01/01/05 Revised: 10/01/2019

STANDARDS OF CONDUCT

Section 12.1 ATTENDING OUTSIDE SEMINARS/WORKSHOPS

The FCAA occasionally offers employees the opportunity to attend outside seminars/workshops to assist the employee in advancing their job knowledge. At these types of training, the employee is expected to attend all outlined classes and participate to the extent required. Should an employee have an emergency or other situation occur, which prohibits them from attending the training as planned, it is the responsibility of the employee to notify their immediate supervisor. Deliberate abuse of this benefit could result in the employee reimbursing the Authority for the cost of the training. The cost may include travel, meals, accommodations, registration fees and any other charges associated with the program.

Effective: 01/01/05
Revised: 10/01/2019

Section 12.2 CDL RANDOM DRUG/ALCOHOL TESTING

All employees **required** to hold a CDL license will be subject to random drug and/or alcohol testing under the Federal Department of Transportation Regulations. Any employee who is not required, by their job description, to hold a CDL license should not be driving FCAA CDL covered vehicles. If an employee, not required by their job description, has a current CDL license, and wants to volunteer to drive FCAA CDL covered vehicles, they must notify the Human Resources Department in writing. **Any employee who voluntarily keeps their license current and drives FCAA CDL covered vehicles will be subject to random drug/alcohol testing under the DOT regulations.**

Established: 05/01/99

Effective: 01/01/05, 10/01/2019

Section 12.3 COMMUNICATIONS AND PHONE POLICY

FCAA business phones are to be used for FCAA business only. Employees are to answer calls within a minimum number of rings, greet the caller and identify themselves to the caller. Employees are required to speak to callers in a professional, courteous manner. If a caller speaks in an obscene or abusive manner to you, please advise the caller you will disconnect the call or transfer the call to a supervisor.

When personal calls are required, employees may use the business phones provided the calls are kept brief and the privilege is not abused. Excessive personal calls using business and personal phones during the workday is prohibited.

Personal long-distance calls may be placed only in the event of an emergency and with prior permission from a Department Director. The employee is responsible for paying the cost of long-distance calls, either by credit card, reversing charges, or direct payment to FCAA.

Employees are discouraged from utilizing cell phone devices while operating an FCAA vehicle. Texting is prohibited while driving an FCAA vehicle.

Use of cell phones or hand-free devices is prohibited by any employee, while driving on U.S. Navy property.

Where job or business needs demand immediate access to an employee, the Authority will require an employee to have and maintain a "smart" phone. The "smart" phone must be compatible with our systems and be approved by the Information Technology Department. The Authority will provide these employees with a \$50.00 monthly stipend for the business use of their personal cell phone. The Information Technology Department will provide the employee's personal phone with setup and access to the Authority's e-mail system. The employee will be responsible for any technical support of their personal phone. To receive the monthly stipend, the employee must complete the Cellular Telephone Stipend Approval

Form. The employees' Department Director must sign this form to indicate their approval of this stipend.

Employees in possession of Authority communication equipment are expected to protect the equipment from loss, damage, or theft. Upon resignation or termination, or at any time upon request, the employee may be asked to produce the communication equipment for return or inspection. Employees unable to present the communication equipment in good working condition within the time requested may be expected to bear the cost of a replacement.

All written communications conducting company business, including text messages, are considered public records unless the information contained is statutorily exempted. As such, these records must be maintained in accordance with Florida's Public Record Laws.

To comply with this law, all text messages sent and received on Authority communication equipment are archived by the FKA.

This archiving capability is not available on employee furnished cell phones. Therefore, using texts for company business is prohibited on these devices. Should a business text inadvertently be received or sent from a personal phone, this message shall be forwarded to the employee's email which is archived by the FKA.

To send a message to email, select the message and forward to your company email address. For clarity, it will be necessary to add the sender and recipients of the message at the top of the text, since this information is not provided when a text is forwarded to email.

Effective: 01/01/05

Revised: 11/16/07, 06/10/08, 02/01/11, 10/01/12, 02/04/13, 01/30/2017, 02/14/18, 02/10/2020

Section 12.4 CRIMINAL CHARGES

It is a condition of employment with the Florida Keys Aqueduct Authority that any employee arrested or charged with a crime or arrested on any charge involving the use of alcohol or the use or possession of illegal drugs, whether on the job or off the job, must report their arrest or that they were charged with a crime within five (5) calendar days. A conviction of any crime shall be considered a "Class I Misconduct".

Any employee indicted by the Grand Jury or charged by the State's Attorney with a felony or a misdemeanor violent crime, such as assault or battery, occurring during working hours or off duty at any time, will be released from duty without pay for up to a maximum of six (6) months. If the employee's case is not resolved within six (6) months the employee will be terminated, and they will not be eligible for back pay. It is the employee's responsibility to notify their immediate supervisor of the outcome of the charge(s) within five (5) calendar days of the disposition of the case.

Only when an employee who has been released from duty is found not guilty of all criminal charges or all charges are dismissed, within the six (6) month maximum time frame, will they be paid back pay and be reinstated to their job. If the employee worked for another company while released from duty without pay, the FCAA will only reimburse the employee the difference between their lost FCAA salary and the salary they earned while on layoff. Written proof of income is required upon reinstatement. A conviction of any crime, by an employee, or if the employee enters a plea of "nolo contendere", or if the employee enters into any type of plea agreement to a criminal charge, including an agreement where adjudication is withheld, this is reason for immediate termination.

Effective: 01/01/05

Revised: 09/26/07, 11/16/07, 10/01/2019

Section 12.5 DISASTER PREPARATION AND RECOVERY

For detailed guidelines, see the Emergency Response Plan (ERP) in the Water Operations Department Documents.

Established: 09/10/03 (Executive Director's Memo)

Effective: 01/01/05

Revised: 06/01/06, 06/15/06, 12/13/07, 11/01/08, 10/20/09, 02/10/11, 05/10/11, 12/28/11, 07/19/12, 02/04/13, 10/01/13, 10/01/14, 06/01/16, 02/06/17, 06/18/18

Section 12.6 DISCRIMINATION/HARASSMENT/RETALIATION POLICY

The Florida Keys Aqueduct Authority is committed to a work environment in which all individuals are treated with respect and dignity. Everyone has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, including harassment. Therefore, the Authority expects that all relationships among persons in the organization will be business-like and free of bias, prejudice, and harassment.

Equal Employment Opportunity Statement

The Florida Keys Aqueduct Authority is an equal opportunity employer that is committed to diversity and inclusion in the workplace. We prohibit discrimination and harassment of any kind based on race, color, sex, religion, sexual orientation, national origin, disability, genetic information, pregnancy, or any other protected characteristic as outlined by federal, state, or local laws.

This policy applies to all employment practices within our organization, including hiring, recruiting, promotion, termination, layoff, recall, leave of absence, compensation, benefits, training, and apprenticeship. The Florida Keys Aqueduct Authority makes hiring decisions based solely on qualifications, merit, and business needs at the time. For more information, read through the following Discrimination/Harassment/Retaliation Policy.

Retaliation Is Also Prohibited

The Authority encourages reporting of all perceived incidents of discrimination, hostile work environment, illegal acts, harassment, etc. It is the policy of the Authority to investigate such reports. The Authority prohibits retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports.

Definitions of Harassment

1. Harassment on the basis of any protected characteristic is strictly prohibited. Under this policy, harassment is verbal or physical conduct that belittles or shows hostility or aversion toward an individual because of their race, color, religion, sex, sexual orientation, national origin, age, disability, marital status, citizenship or any other characteristic protected by law or that of their relatives, friends or associates, and that: (i) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (ii) has the purpose or effect of unreasonably interfering with an individual's work performance; or (iii) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes, but is not limited to epithets, slurs, or negative stereotyping; threatening, intimidating or hostile acts; belittling jokes; and written or graphic material that belittles or shows hostility or aversion toward an individual or group and that is placed on walls or elsewhere on the employer's premises or circulated in the workplace.

2. Sexual harassment constitutes discrimination and is illegal under federal, state, and local laws. For the purposes of this policy, sexual harassment is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example:

(1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment. Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include, but are not limited to unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, whistling or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; and other physical, verbal or visual conduct of a sexual nature.

Individuals and Conduct Covered

These policies apply to all applicants and employees, whether related to conduct engaged

in by fellow employees or someone not directly connected to the Authority (e.g., an outside vendor, consultant, or customer). Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

Reporting an Incident of Discrimination, Harassment or Retaliation

The Authority encourages individuals who believe they are being subjected to such conduct promptly to advise the offender that their behavior is unwelcome and request that it be discontinued. Often this action alone will resolve the problem. The Authority recognizes, however, that an individual may prefer to pursue the matter through informal or formal complaint procedures.

In addition, the Authority encourages reporting of all perceived incidents of discrimination, harassment, or retaliation, regardless of the offender's identity or position. Individuals who believe that they have been the victim of such conduct should discuss their concerns with their immediate supervisor, their Department Director, or the Director of Human Resources. If an incident occurs involving a management employee (i.e., Department Director, General Counsel, Internal/Compliance Auditor, or Deputy Executive Director), the report should be made to the Director of Human Resources who in turn will notify the Executive Director prior to the commencement of the investigation.

Informal Complaint Procedure

If for any reason an individual does not wish to address the offender directly, or if such action does not successfully end the offensive conduct, the individual should notify their immediate supervisor, their Department Director, or the Director of Human Resources, who may, if the individual so requests, talk to the alleged offender on the individual's behalf.

An individual reporting harassment, discrimination or retaliation should be aware; however, that the Authority may decide it is necessary to take action to address such conduct beyond an informal discussion. This decision will be discussed with the individual. The best course of action in any case will depend on many factors and, therefore, the informal procedure will remain flexible. Moreover, the informal procedure is not a required first step for the reporting individual.

Formal Complaint Procedure

As noted above, individuals who believe they have been the victim of conduct prohibited by this policy statement or believe they have witnessed such conduct should discuss their concerns with their immediate supervisor, their Department Director, or the Director of Human Resources.

The Authority encourages the prompt reporting of complaints or concerns so that rapid and constructive action can be taken before relationships become irreparably strained.

Any reported allegations of discrimination, harassment or retaliation will be investigated promptly. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other, relevant knowledge.

Confidentiality will be maintained throughout the investigatory process to every extent possible with adequate investigation and appropriate corrective action.

Retaliation against an individual for reporting discrimination or harassment or for participating in an investigation of a claim of discrimination or harassment is a serious violation of this policy and, like discrimination or harassment itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed.

Misconduct constituting discrimination, harassment or retaliation will be dealt with appropriately. Responsive action may include, for example, training, referral to counseling and/or disciplinary action such as warning, reprimand, reassignment, temporary suspension without-pay or termination, as the Authority believes appropriate under the circumstances.

If a party to a complaint does not agree with its resolution, that party may appeal to the Authority's Executive Director.

False and malicious complaints of discrimination, harassment or retaliation as opposed to complaints which, even if erroneous, are made in good faith, may be the subject of appropriate disciplinary action.

Conclusion

The Authority has developed this policy to ensure that all its employees can work in an environment free from discrimination, harassment, and retaliation. The Authority will make every reasonable effort to ensure that all employees are familiar with these policies and aware that any complaint in violation of such policies will be investigated and resolved appropriately.

Any employee who has questions or concerns about these policies should talk with the Director of Human Resources.

Finally, these policies should not, and may not, be used as a basis for excluding or separating individuals because of their gender, or any other protected characteristic, from participating in business or work-related social activities or discussions. In other words, no one should make the mistake of engaging in discrimination or exclusion to avoid allegations of harassment. The law and the policies of the Authority prohibit disparate treatment based on sex or any other protected characteristic, regarding terms, conditions, privileges, and

perquisites of employment. The prohibitions against harassment, discrimination and retaliation are intended to complement and further those policies, not to form the basis of an exception to them.

Board Approved: 06/26/02

Effective: 01/01/05

Revised: 10/20/09, 02/04/13, 10/01/2019, 10/01/2020

Section 12.7 DRIVER LICENSE

All FKAA employees required by their job description to maintain a valid Florida Driver License must immediately report any status change (i.e., suspension, expiration, etc.) to their supervisor and the Human Resources Department. **Failure to report any status change of your Driver License will result in disciplinary action.** Also, receiving a suspended license for insurance cancellation is the employee's responsibility. All employees must submit a copy of their renewed driver license to the Human Resources Department for their "mandatory" file.

As an added benefit, the Authority reimburses any employee required to hold a CDL license for their job, the difference in the cost of the CDL license and a regular Driver License. All requests for reimbursement should be made through the Human Resources Department.

Effective: 01/01/05

Revised: 04/27/16, 10/01/2018

Section 12.8 DRUG-FREE WORKPLACE

A. PURPOSE

It is the purpose of this policy to establish and proclaim the Florida Keys Aqueduct Authority's (Authority) intent to maintain a "Drug Free" Workplace. In so doing, the Authority has adopted a Drug-Free Workplace Program in accordance with the requirements set forth in Florida Statutes §440.101 and §440.102, established by the Florida Department of Labor and Employment Security, Division of Worker's Compensation. It is a condition of employment with the Florida Keys Aqueduct Authority that employees refrain from reporting to work with the presence of drugs or alcohol in his/her body. In addition to possible disciplinary action, up to and including termination as a result of any violation of this Drug-Free Workplace Program, an employee injured in the course and scope of employment who refuses to submit to a test for drugs and alcohol or is tested and has a positive confirmation of drug use or alcohol use, forfeits his eligibility for medical and indemnity benefits under the Workers Compensation Act.

B. ORGANIZATIONAL STATEMENT

As part of its commitment to safeguard the health of its employees, to provide a safe place for its employees to work, and to promote a drug-free community, Florida Keys Aqueduct Authority has established this policy on the use or abuse of alcohol and drugs by its employees. The Authority acknowledges the problem of substance abuse, including abuse of alcohol, within our community. Furthermore, substance abuse, while at work or otherwise, seriously endangers the safety of employees, as well as the general public, and creates a variety of workplace problems including increased injuries on the job, increased absenteeism, increased health care and benefit costs, increased theft, decreased morale, decreased productivity, and a decline in the quality of products and services provided. It is also the Authority's policy to prevent the use and/or presence of these substances in the workplace and to assist employees in overcoming any dependence on drugs and/or alcohol in accordance with the following guidelines.

C. POLICY

- 1. DRUGS:** The Authority prohibits the use, distribution, manufacture, possession, sale, or attempt to sell, procure, or distribute illegal or unauthorized legal drugs, at any time, whether on or off duty, or on or off Authority property, and prohibits employees from reporting to work with the presence of such drugs in their bodies. This includes illegal controlled substances as defined by Florida Statutes, Chapter 893, and drugs as defined under Florida Statutes § 440.101-102 (except alcohol). The FKAA does not recognize medical marijuana pursuant to F.S. 381.986 (15).
- 2. ALCOHOL:** Employees are prohibited from reporting to work, or attempting to work, under the influence of alcohol and are prohibited from being under the influence of alcohol or having the presence of alcohol in their bodies, drinking, possessing, selling, bartering, giving, or distributing alcohol while on duty, or on Authority property, or driving or being transported in an Authority vehicle, or operating, repairing, or inspecting a piece of Authority equipment.
- 3. TESTING:** Each job applicant (Hired for a safety sensitive position) and employee will be subject to the following drug and alcohol testing as appropriate including required pre-employment, reasonable suspicion, and follow-up testing pursuant to the Florida Keys Aqueduct Authority policy. Job applicants who receive a positive, confirmed test result will be rejected for employment. Employees who receive a positive, confirmed test result may be required to undergo rehabilitation, discipline and/or termination.
- 4. ARREST AND CONVICTION FOR DRUGS:** It is a condition of employment with the Florida Keys Aqueduct Authority that any employee who pleads guilty of or is convicted of any criminal drug violation occurring in the workplace or off-the-job must report such conviction to his supervisor within five (5) calendar days of such

conviction. Further, a “nolo contendere” plea for drug activity is also to be reported in the same manner. Employees who are convicted of any criminal drug violation, who plead guilty with adjudication withheld, or who enter a “nolo contendere” plea may be disciplined or terminated.

D. REQUIRED DRUG TESTING

1. JOB APPLICANT DRUG TESTING

All applicants for employment in safety sensitive or special-risk positions, as defined in Fla. Stat. 440.102 (1) (o) and (p), who are offered jobs will be tested for the presence of drugs and alcohol. Offers of employment to such applicants are conditioned upon successfully passing a drug/alcohol test.

2. POST- ACCIDENT

Employees are subject to testing when they are involved in accidents that damage a vehicle, machinery, equipment, or property or that result in an injury to themselves or another person requiring offsite medical attention. If medically reasonable the testing must take place within two hours following the accident, if not sooner. Refusal by an employee will be treated as a positive drug test result and will result in immediate termination of employment. *Under no circumstances will the employee be allowed to drive himself or herself to the testing facility. A member of management must transport the employee or arrange for transportation.*

3. REASONABLE SUSPICION DRUG TESTING

Employees will be given a drug test when there is a belief that an employee is using or has used drugs in violation of this policy; the basis of reasonable suspicion will be determined from specific, objective, and articulable facts and reasonable inferences drawn from these facts in light of experience. If reasonable suspicion is based on supervisory observation, if job conditions permit, two supervisors should observe the employee; provided that the determination of reasonable suspicion will not be considered invalid if two supervisors do not observe the conduct upon which such reasonable suspicion exists.

Among other things, such facts and inference may be based upon:

- a. Observable phenomena while at work such as direct observation of drug use or the physical symptoms or manifestations of being under the influence of drugs or alcohol.
- b. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
- c. A report of drug use provided by a reliable and credible source.

- d. Any evidence that an individual has tampered with a drug test during his/her employment with the Authority.
- e. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on Authority's premises, or while operating Authority's vehicles, machinery, or other equipment.
- f. Information that an employee has caused, contributed to, or been involved in an accident while at work.

The Executive Director, or a Department Manager, will make the final determination that reasonable suspicion has been established for drug testing. Within seven (7) days after reasonable suspicion testing, management will detail, in writing, the circumstances which formed the basis for the reasonable suspicion.

4. FOLLOW-UP DRUG TESTING

If an employee enters an Employee Assistance Program for drug or alcohol related problems, or a drug or alcohol rehabilitation program, the employee will be required to submit to a follow-up drug/alcohol test at least once a year for a two-year period thereafter. Advance notice of the follow-up testing will not be given to the employee.

5. DOT MANDATED DRUG TESTING

The Department of Transportation requires that certain drug/alcohol testing and drug and alcohol prohibitions be applied to employees required to possess a Commercial Driver's License (CDL) as a condition of the employment for a given position. Florida Keys Aqueduct Authority shall comply with the requirements established by the Department of Transportation to conduct mandatory random, pre-employment, post-accident, reasonable suspicion, return-to-duty, and follow-up testing. Testing will be performed using similar procedures to those set forth in this policy, except that alcohol will be tested via the use of an alcohol breath test, as set forth in the Authority's separate DOT drug testing policy. CDL employees may also be subject to additional requirements and limitations and may have additional rights as required by the DOT and set forth in the Authority's DOT drug testing policy, and are required, among other things, to confidentially report any prescribed or therapeutic drug use to their immediate supervisor. *Under no circumstances will the employee be allowed to drive himself or herself to the testing facility. A member of management must transport the employee or arrange for transportation.*

E. REFUSAL TO TAKE DRUG TEST WHEN REQUIRED

An employee who refuses to be tested when so required will be subject to the full range of disciplinary action, including termination. No applicant who refuses to be tested shall

be extended an offer of employment. Attempts to alter or substitute the specimen provided will be deemed a refusal to take the test when required.

F. VOLUNTARY REFERRAL

The Authority shall not take disciplinary action against an employee solely upon the employee voluntarily seeking treatment while in the Authority's employment for a drug/alcohol related problem if the employee has not previously tested positive for drug use, entered an Employee Assistance Program for drug/alcohol problems, or entered an alcohol and/or drug rehabilitation program. Otherwise, treatment for drug or alcohol problems will be dealt with on a case-by-case basis, consistent with Federal and State law and this Policy.

G. DRUGS TO BE TESTED

Florida Keys Aqueduct Authority will test job applicants and employees for any and/or all the following drugs:

Alcohol	Methacholine
Cannabinoids	Barbiturates
Cocaine	Methadone
Phencyclidine (PCP)	Hallucinogens
Opiates	Benzodiazepines
Synthetic Narcotics	Propoxyphene
Amphetamines	Methaqualone
Designer Drugs or Metabolite of substances listed herein	

Any other drugs declared illegal by state or federal authorities.

H. PROCEDURES FOR DRUG TESTS

1. All sample collection and drug testing procedures and standards for determining a confirmed positive test result will be in compliance with the requirements of FLA. STAT. §440.102 and any rules established by the Division of Workers' Compensation, the Agency for Health Care Administration, and the Department of Labor and Employment Security.
2. The Executive Director, or Deputy Executive Director, will make the final determination with or without the written summary, that reasonable suspicion has been established for purposes of drug testing. With respect to reasonable suspicion testing, Florida Keys Aqueduct Authority will, in no event later than seven (7) days after testing detail, in writing, the circumstances which form the basis for the determination that reasonable suspicion existed to warrant the testing. A copy of this documentation will be given to an employee upon request and the original documentation will be kept confidential by Florida Keys Aqueduct Authority pursuant and retained to this policy for a period of at least one year or longer as required by Law.
3. Prior to testing, all employees and job applicants will be notified of the Drug-Free Workplace Policy.

4. Employees and job applicants will be provided the opportunity to confidentially report the use of prescription or non-prescription medications both before and after being tested, to the Medical Review Officer (MRO). In this regard, employees and job applicants will receive notice of the most common medications, by brand name, which may alter or affect a drug test. The list of such medications will conform to the list developed by the Agency for Health Care Administration. The employee or applicant will be provided confidential forms to report such information, which will be delivered to the MRO in a sealed envelope to be opened only by the MRO. Possession of a medical marijuana card does not exempt an employee from this policy.
5. An employee required to take a drug and/or alcohol test due to reasonable suspicion as defined within this policy may be placed on sick, annual or leave without pay, until the test results are received by the appropriate member of management. If the test results are negative (i.e., do not result in a positive, confirmed drug test result verified by a Medical Review Officer) the employee's conduct will not be in violation of this policy and the employee will be paid for the time off work, unless the employee's conduct otherwise violated Florida Keys Aqueduct Authority rules.

I. PROCEDURE FOR CHALLENGING POSITIVE, CONFIRMED DRUG TEST RESULTS

1. Within five working days after receiving written notice of a positive, confirmed drug test result, the employee or job applicant may submit information to the Medical Review Officer (MRO) explaining or contesting the test results and explaining why the results do not constitute a violation of this policy.
2. If the employee's or job applicant's explanation or challenge to a positive, confirmed drug test result is unsatisfactory to the Medical Review Officer, the Medical Review Officer shall report a positive drug test result back to Florida Keys Aqueduct Authority. This written report and documentation will be kept confidential and retained by Florida Keys Aqueduct Authority for at least one year or longer, as required by law.
3. Within five working days after receipt of a positive, confirmed drug test result, Florida Keys Aqueduct Authority will inform the employee or job applicant in writing of such positive, confirmed drug test result, the consequences of such results, and the options available to the employee or job applicant. Florida Keys Aqueduct Authority will provide the employee or job applicant with a copy of the test results upon request. The employee or applicant may contest the results pursuant to rules adopted by the Department of Labor and Employment Security, such as those set forth in Section 38F-9.009 Florida Administrative Code.

Those rules include, among other things, that an employee or applicant will be allowed to submit information to the Authority explaining or contesting the results within five (5) working days after receiving notice of the positive confirmed test result from the Authority. Within fifteen (15) days after receiving the explanation or challenge, the Authority will provide a written explanation as to whether the employee's explanation is satisfactory or unsatisfactory, along with a report of the positive test result.

4. Within 180 days after receipt of Florida Keys Aqueduct Authority written notification of a confirmed, positive drug test result, an employee or job applicant will be permitted to have a portion of the original drug test specimen retested, at the employee's or job applicant's expense. Retesting shall be administered at a laboratory chosen by the employee or job applicant, which is licensed and approved by the Agency for Health Care Administration. The second laboratory will test at equal or greater sensitivity for the drug in question as the first laboratory.

J. ENFORCEMENT

1. An employee who has a positive, confirmed drug test or who otherwise violates this policy may be subject to disciplinary action, up to and including termination for the first offense. Employees may be directed to obtain counseling or rehabilitation as recommended through an EAP provider after having tested positive for drugs or alcohol. Continued employment of such employees will be conditioned upon successful completion of such a program. Employees will be subject to follow-up and other testing under this policy, and a second positive confirmed test will result in automatic termination.
2. Any job applicant who has a positive, confirmed, drug test result on a pre-employment drug test will be denied employment. If the applicant has begun work pending the drug test result, and if injured on the job, the applicant will also be ineligible to receive benefits under the Florida Worker's Compensation Law.

K. REHABILITATION

A partial list of local Employee Assistance Programs (EAP) and rehabilitation programs is provided below. Florida Keys Aqueduct Authority makes no comment or recommendation as to the qualifications of the programs included on this list and employees may be responsible for choosing their EAP provider and rehabilitation programs.

ComPsych – FCAA Employee Assistance Program (EAP)
www.guidanceresources.com (Web ID COM589)
1.800.272.7255

Guidance Care Center
1205 4th Street
Key West, FL 33040
305.434.7660, extension 4

3000 41st Street Ocean
Marathon, FL 33050
305.434.7660, extension 5

99198 Overseas Highway, Suites 3-5
Key Largo, FL 33037
305.434.7660, extension 6

Lower Keys Medical – Medical Detoxification

1200 Kennedy Drive
Key West, FL 33040
305.292.5872

The U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration's (SAMHSA) National Drug and Alcohol Treatment Referral Service provides free and confidential information in English and Spanish for individuals and family members facing substance abuse and mental health issues. 24 hours a day, 7 days a week.

- SAMHSA's Toll-Free Treatment Referral Helpline: 1-800-662-HELP (4357)
- Online Treatment Facility Locator: <https://findtreatment.gov/>

L. RECORD KEEPING AND CONFIDENTIALITY

1. All information, interviews, reports, statements, memoranda and drug testing results, written or otherwise, received by Florida Keys Aqueduct Authority or produced as a result of the drug testing program, are confidential. Unless authorized by state laws, rules or regulations, Florida Keys Aqueduct Authority will not release such information without a written consent form signed voluntarily by the person tested.
2. Florida Keys Aqueduct Authority will maintain all confidential information for at least one year or as otherwise required or permitted by law.

M. DEFINITIONS

1. **"CDL"** means Commercial Driver's License and refers to an employee who is required to hold a CDL as stipulated in their job description.
2. **"CHAIN OF CUSTODY"** refers to the methodology of tracking specified materials or substances for the purpose of maintaining control and accountability from initial collection to final disposition for all such materials or substances and providing for accountability at each stage in handling, testing, and storing specimens and reporting test results.
3. **"CONFIRMATION TEST", "CONFIRMED TEST", or "CONFIRMED DRUG TEST"** means a second analytical procedure used to identify the presence of a specific drug or metabolite in a specimen. The test must be different in scientific principle from that of the initial test and must be capable of providing requisite specificity, sensitivity, and quantitative accuracy.

4. **"DRUG"** As defined under the Drug Free Workplace Statute, Fla. Stat., 440.102 means alcohol, including a distilled spirit, wine, a malt beverage, or an intoxicating liquor; amphetamines; cannabinoids; cocaine; phencyclidine (PCP); a hallucinogen; methaqualone; opiates; barbiturates; benzodiazepines; synthetic narcotics; a designer drug or a metabolite of any of the substances listed in this paragraph. An employer may test an individual for any and all such drugs. The term Drug when used in this policy includes alcohol unless otherwise stated.
5. **"DRUG REHABILITATION PROGRAM"** means a service provider, established pursuant to FLA. STAT. §397.311(28), that provides confidential, timely, and expert identification, assessment, and resolution of employee drug abuse.
6. **"DRUG TEST"** or **"TEST"** means any chemical, biological, or physical instrumental analysis administered by a lab certified by the U.S. Dept. of Health and Human Services or licensed by the Agency for Health Care Administration for the purposes of determining the presence or absence of a drug or its metabolites.
7. **"EMPLOYEE"** means any person who works for salary, wages, or other remuneration for an employer.
8. **"EMPLOYEE ASSISTANCE PROGRAM" (EAP)** means an established program capable of providing expert assessment of employee personal concerns; confidential and timely identification services with regard to employee drug abuse; referrals of employees for appropriate diagnosis, treatment, and assistance; and follow-up services for employees who participate in the program or require monitoring after returning to work. If, in addition to the above activities, an employee assistance program provides diagnostic and treatment services, these services shall be in all cases provided by service providers pursuant to FLA. STAT. §397.311(28).
9. **"EMPLOYER"** means a person or entity that employs a person and that is covered by the Workers' Compensation Law.
10. **"JOB APPLICANT"** means a person who has applied for a special-risk or safety-sensitive position, as those defined in Fla. Stat. 440.102 (1) (o) and (p) and has been offered employment conditioned upon successfully passing a drug test and may have begun work pending the results of the drug test.
11. **"MEDICAL REVIEW OFFICER"** or **"MRO"** means a licensed physician, employed with, or contracted with an employer, who has knowledge of substance abuse disorders, laboratory testing procedures, and chain of custody collection procedures who verifies positive, confirmed test results, and who has the necessary medical training to interpret and evaluate an employee's positive test result in relation to the employee's medical history or any other relevant biomedical information.

N. FURTHER INFORMATION

1. This drug policy is established pursuant to the Florida Workers' Compensation Law, FLA. STAT. §440.102.
2. Any employee or job applicant who brings an administrative or civil action pursuant to FLA. STAT. §440.102, has the responsibility of notifying the test laboratory of any such action.
3. Employees and job applicants have the right to consult with Florida Keys Aqueduct Authority Medical Review Officer as well as the testing laboratory for technical information regarding prescription and non-prescription medication.
4. For further information regarding this policy, please contact the Manager of Human Resources.
5. Notice of drug testing requirements will appear on all vacancy announcements for those positions for which drug testing is required.
6. This policy will be posted in appropriate and conspicuous locations on Florida Keys Aqueduct Authority property.
7. This policy will be made available for inspection by employees and job applicants during regular business hours in the Florida Keys Aqueduct Authority Human Resource Office.

Board Approved: 08/27/92

Board Revised: 08/27/14

Revised 12/16/21, 10/01/2025

Section 12.9 FACILITIES SECURITY POLICY

The following policy and procedures have been developed to provide guidance regarding security preparedness at all FCAA facilities including FCAA pump stations throughout the Florida Keys and the J. Robert Dean Water Treatment Plant located in Florida City:

- Unstaffed stations and facility gates will be locked anytime no one is present.
- Staffed facility gates can remain open during normal business hours, but access doors to stations must remain locked to prevent unauthorized entry. If the operator must leave the station, then the station will be locked as well as the access gates.

Effective: 01/01/05

Revised: 02/18/11, 06/06/13

Section 12.10 PERFORMANCE GUIDELINES

GENERAL GUIDELINES

It is the intent of the Florida Keys Aqueduct Authority to provide rewarding employment. However, conditions may arise which necessitate performance improvement and/or termination. Supervisors are responsible for the actions and conduct of their staff within the guidelines of the personnel policies and for dealing with problems as they occur according to the guidelines without regard to age, race, color, religion, gender, national origin, disability, or veteran status.

The following pages provide an outline of Performance Guidelines, which are just that, "Guidelines". All personnel issues will be reviewed and evaluated on their individual facts and details. During the day-to-day operation of business, situations may arise which will necessitate counseling an employee concerning a minor infraction of a policy or procedure. It is also recognized that more serious misconduct or continual display of inappropriate behavior will result in more formal and strict intervention up to and including termination. The Performance Guidelines are designed to be progressive in nature and to give the employee the opportunity to improve behavior, except for cases of serious misconduct which call for termination upon first occurrence. We also recognize that unique situations not covered under the various classes may arise, and therefore the Authority retains the right to exercise discretion in determining the appropriate action to be taken.

When possible, all employees should be treated in accordance with the guidelines. However, the Authority has a right to expect a greater degree of responsibility and performance from its supervisors, professional and exempt employees.

These Performance Guidelines, along with any employee policies, manuals or procedures published by the Authority, are not intended to bestow any additional employment rights or benefits to employees.

Depending upon the severity of the incident and the category in which it falls, counseling may precede disciplinary action which may begin with either an oral or written reprimand, a suspension, or in extreme cases, termination. In unusual circumstances, the recommended corrective action more or less severe or no corrective action, may be given. Such unusual circumstances should be reviewed by the Department Director with the Director of Human Resources to determine whether a deviation from the Performance Guidelines is appropriate to keep the application of these Guidelines uniform.

Incidents related to tardiness and absences should be addressed by the immediate supervisor as soon as they are aware of their employees continued use of unscheduled leave. In cases where an employee feels that the performance improvement measures are inappropriate or unfair, the employee should be advised by the supervisor that they have the right to exercise the Employee Grievance Procedures.

PURPOSE

To ensure all employees receive fair, equitable and consistent treatment if performance improvement measures become necessary.

CLASSIFICATIONS

Class I Misconduct

To permit the violation of these rules would be an injustice to all our employees as they are clearly for the safety and protection of everyone. Class I Misconduct is reason for **immediate termination** of employment with the Authority. Reasons for immediate termination include, but are not limited to the following:

- Making untruthful statements on an employment application, resume' or other reports or records.
- Violation of the Authority's Drug Free Workplace Policy.
- Willful or knowing violations of the water or wastewater treatment processes or procedures which can affect the public's health and/or safety.
- Willful or knowing violation of the Authority's Weapon Policy.
- Violation of the Authority's Time Records Policy.
- Falsification of expense reports and any other work-related report. (i.e., accident report, time sheet, leave records, etc.).
- Willful or knowing violation of FL Statute, Chapter 112, Part III - Code of Ethics for Public Officers and Employees.
- Stealing or willfully or knowingly damaging property of the Authority or its employees.
- Performing unauthorized activities, whether successful or unsuccessful, malicious, or otherwise, with regard to the Authority's telephone system or computer resources, including the use of remote devices. (i.e., computer hacking; operating a personal business; calling psychic/porno phone lines; etc.)
- Violation of the Authority's Cash Handling Policy.
- Violation of the Authority's "Violence in the Workplace" policy.
- Job abandonment, when an employee fails to give proper notification when absent from work for three consecutive days.
- Walking off the job during the scheduled work hours without notifying a supervisor, for approval.
- Unauthorized use or distribution of customer, applicant, or employee information.
- Violation of the Authority's Vehicle Accident Policy. (Based on severity.)
- Violation of the Authority's Discrimination/Harassment/Retaliation Policy.
- Insubordination toward a supervisor. (Based on severity of incident.)

Class II Misconduct

Class II Misconduct is reason for **suspension or termination**. Repeat occurrences or more serious infractions may result in accelerated disciplinary action up to and including termination. Reasons for suspension or termination include, but are not limited to the

following:

- Failure to report to work or violation of "Notification" language in CWA Agreement.
- Falling asleep on the job.
- Willful or knowing violation of FKAA Safety Policies and Procedures.
- Violation of the Authority's "Violence in the Workplace" Policy. (Based on severity of incident.)
- Violation of the Authority's Discrimination/Harassment/Retaliation Policy.
- Failure to give proper notification when absent from work for two consecutive days.
- Inappropriate response, or delay in response, to a call-out.
- Second avoidable vehicle accident within a rolling, twelve-month period.
- Disorderly conduct which significantly interferes with the ability of other employees to carry out their normal duties or disruptive conduct by an employee which occurs in the presence of our customers, outside contractors, vendors, etc.
- Dishonesty, misrepresentation or making false statement(s) concerning the Authority, or one of its employees or representatives.
- Acceptance of cash or gifts (not to exceed \$25.00 in value) from visitors, customers, vendors, etc.
- Engaging in any outside business or financial activities which conflict with the interests of the Authority or which interfere with the employee's ability to perform job responsibilities.
- Insubordination toward a supervisor. (Based on severity of incident.)

Class III Misconduct

Class III Misconduct is reason for a **written reprimand, suspension, or termination**. Repeat occurrences or more serious infractions may result in accelerated disciplinary action up to and including suspension and/or termination. Reasons for Class III Misconduct

include, but are not limited to the following:

- First avoidable vehicle accident within a rolling, twelve-month period.
- Disregard for FKAA Safety Policies and Procedures.
- Failure to properly maintain FKAA vehicles and equipment (i.e., daily inspections).
- Failure to give proper notification when absent from work for one day.
- Failure to follow directive of a supervisor.
- Unauthorized use of FKAA vehicle, equipment, tools, facilities, etc.
- Violation of the Authority's Smoking Policy.
- Abuse of personal telephone usage.
- Violation of the Authority's Seatbelt Policy per the State of Florida's seatbelt law.
- Insubordination toward a supervisor. (Based on severity of incident.)
- Roaming, or loafing, or congregating during working hours.

Class IV Misconduct

The first occurrence of a Class IV Misconduct is reason for an **oral reprimand**. Repeat occurrences or more serious infractions may result in accelerated disciplinary action up to and including a written reprimand, suspension and/or termination. Reasons for an oral reprimand and progressively more serious actions include, but are not limited to the following:

- Violation of the Authority's Dress and Appearance Policy.
- Continued, undocumented use of unscheduled leave. (The reasonable use of sick leave shall not be considered as excessive use of unscheduled leave.)
- Failure to follow instructions and/or procedures.
- Violation of Punctuality Guidelines.
- Inefficient, careless, or poor job performance.
- Poor productivity.
- Absence from work area without permission.
- Extended lunch or break period.
- Not getting along or cooperating with co-workers.
- Not responding politely to customers or co-workers.
- Violation of the Authority's Property Policy.
- Disruptive practical joking or horseplay.
- Insubordination toward a supervisor. (Based on severity of incident.)

Class V Misconduct

The first occurrence of a Class V Misconduct is reason for an **oral counseling**. Repeat occurrences or more serious infractions may result in accelerated disciplinary action up to and including an oral reprimand, a written reprimand, suspension and/or termination.

Reasons for an oral counseling and progressively more serious actions include, but are not limited to, the following:

- Inefficient, careless, or poor job performance.
- Poor productivity.
- Absence from work area without permission.
- Extended lunch or break period.
- Not getting along or cooperating with co-workers.
- Not responding politely to customers or co-workers.
- Insubordination toward a supervisor. (Based on severity of incident.)

MULTIPLE VIOLATIONS

In the event there are multiple disciplinary actions in the employee's personnel file which are still active and are for unrelated misconduct, cause for immediate termination may occur. Examples when multiple performance actions may result in immediate termination are:

Misconduct warranting suspension may result in immediate termination if the employee has two (2) written warnings, within the time frame when they are deemed to be "in effect", for similar or separate incidents of misconduct.

Misconduct warranting a written warning may result in immediate termination if the employee has received two (2) previous written warnings **and** an oral counseling, within the time frame when they are deemed to be "in effect", for similar or separate incidents of misconduct.

Other causes for termination under the multiple violation's clause will be reviewed by the Executive Director (or their designee), the employee's Department Director, the employee's Immediate Supervisor and the Director of Human Resources.

Effective: 01/01/05

Revised: 10/20/09, 06/13/12, 03/26/13, 10/01/2019

Section 12.11 PERSONAL DATA CHANGES

Employee personnel records will be maintained by the Human Resources Department. Employees are required to promptly update changes in personal data via Employee Self-Serve within the latest HR/Payroll software package:

Name - any legal changes
Marital status – a scanned copy of Marriage License must be sent to the Human Resources Executive Assistant
Address
Telephone Number
Cellular Telephone Number
Personal E-Mail Address
Formal education, course work or specialized training
Emergency Contacts
Life Insurance, Retirement Plan, & Deferred Compensation Plan Beneficiary
W-4 updates
Direct Deposit and Payroll Deduction changes
Dependent information changes
Training certificates and/or job required licenses.

Effective 01/01/05, 11/01/08, 10/01/14, 10/01/16, 10/01/2019

Section 12.12 PROBATIONARY REVIEW – BARGAINING UNIT EMPLOYEES

All newly hired and/or newly promoted bargaining unit employees will be reviewed by their immediate supervisor prior to the end of their probationary period. During the six-month probationary period, the immediate supervisor will give the new employee feedback on their progress. This feedback is meant as a tool for providing probationary employees guidance in areas of their performance which may need improvement. However, in the case of a newly hired employee, the supervisor may make the decision to terminate the employee prior to the end of the six-month probationary period.

All promoted employees shall be on trial status for the first six (6) months following the promotion. The purpose of trial status is to determine that the person is qualified to perform the job. If it is determined that the person is not able to satisfactorily perform the job, they may be removed from the job during the trial period and returned to the employee's prior classification if that job is still available. If the job is not available, the employee will be offered any job that is available in a Salary Range equal to or lower than the classification they are vacating if qualified for the job. If no position is available for which the person is qualified, the employee may be terminated, subject to the Grievance Procedure article of the current CWA Agreement.

Established: 01/01/01 Effective: 01/01/05
Revised: 10/01/06, 10/01/10, 12/05/14, 10/01/16, 10/01/2019

Section 12.13 PROBATIONARY REVIEW – NON-BARGAINING EMPLOYEES

All newly hired and/or newly promoted non-bargaining employees will be reviewed by their immediate supervisor prior to the end of their six-month probationary period. During the

six-month probationary period, the immediate supervisor will give the new employee feedback on their progress. If the new employee is not performing at a satisfactory rate, the supervisor may make the decision to terminate the employee prior to the end of the six-month probationary period.

All promoted employees shall be on trial status for the first six (6) months following the promotion. The purpose of trial status is to determine that the person is qualified to perform the job. If it is determined that the person is not able to satisfactorily perform the job, they may be removed from the job during the trial period and returned to the employee's prior classification if that job is still available. If the job is not available, the employee will be offered any job that is available in a Salary Range equal to or lower than the classification they are vacating if qualified for the job. If no position is available for which the person is qualified, the employee may be terminated.

Effective 01/01/05

Revised: 10/01/16, 10/01/2019

Section 12.14 PROPERTY/EQUIPMENT/SUPPLIES POLICY

All FKAA property/equipment/supplies (all real and personal property, purchased and under the control of and in the possession of the FKAA) is to be used for FKAA business. Persons not employed by the FKAA may not use FKAA property/equipment/supplies (hereinafter "property").

All property issued to an employee must be returned at the time the employee terminates employment or whenever the employee's Supervisor, Manager, or Director (or designated representative) requests its return. The value of any property issued, but not returned, may be deducted from an employee's paycheck.

The following provides specific guidelines on the storage, use, disposal, and care of FKAA property:

Storage of FKAA Property/Equipment/Supplies: The FKAA requires that all property be stored at night and over weekends and holidays in fenced, secured areas designated by the Department Director or their designee. Employees who have been given authorized use of property at night or over weekends are responsible for the safe storage of such property.

Disposal of FKAA Property/Equipment/Supplies:

- Fixed Assets: All FKAA Property which are fixed assets (including any assets which are assigned fixed asset numbers, have been etched or any untagged assets) will be surplus and disposed of

in accordance with FCAA Enabling Legislation which discusses ownership of property and in conformance with Chapter 273 of Florida Statutes.

- **Miscellaneous Property/Equipment/Supplies:** Any and all other FCAA property which has not been assigned a fixed asset number (i.e. office furniture, tools, parts, etc.) may be disposed of with prior approval from the immediate supervisor, provided all FCAA offices have been notified of the available property, and the supervisor has exhausted all efforts to determine no FCAA office has a business need or use for this property. Items to be disposed of within this category may be released to an employee with the supervisor's permission.
- **Recyclable Property/Equipment/Supplies:** No FCAA Property (including parts) will be recycled, sold or disposed of by any employee for personal financial gain.

Care of FCAA Property: Employees will be held financially responsible for deliberate acts or gross negligence which results in loss of or damage to property.

Effective: 01/01/05

Revised: 11/16/07, 03/22/13, 12/05/14, 10/01/2019, 10/01/2025

Section 12.15 SAFETY

Your safety is of the utmost concern to the FCAA. Accidents can be serious, causing you pain and possible loss of your ability to perform your job. If you see unsafe conditions, report them immediately to your supervisor so they can be eliminated.

If you have an on-the-job accident, **report it at once to your supervisor** so you can be sent for treatment, if necessary. **All on-the-job accidents must be reported by you or your supervisor immediately to the Human Resources Department.** Even minor accidents must be reported since unsafe conditions might exist that could result in future injuries if not corrected.

Failure to notify your supervisor or the Human Resources Department may result in disciplinary action up to and including termination.

Remember . . . being aware, alert and safety conscious is your best protection against on-the-job accidents.

Effective 01/01/05

Revised: 10/01/19

Section 12.16 SEAT BELT POLICY

Florida Law requires seat belts be worn by persons, in the front seat of vehicles at all times.

This law stipulates that drivers and front seat passengers must have their seat belts properly secured while the vehicle is in operation.

Every employee must comply with the Law and wear seat belts when operating or riding in an Aqueduct vehicle.

Any employee seen to be operating or riding in an FKAA vehicle without having their seat belt properly secured will be disciplined.

Established 05/01/99 Effective 01/01/05

Section 12.17 SMOKING & VAPING POLICY

FKAA is dedicated to providing a healthy, comfortable and productive work environment for all employees. This goal can be achieved only through ongoing efforts to protect non-smokers/non-vapers and to help employees adjust to restrictions on smoking/vaping.

Smoking/Vaping Prohibited Areas:

All FKAA Buildings
All FKAA meetings/meeting place
All FKAA vehicles
All break rooms, restrooms, and elevators.

Designated Smoking/Vaping Areas:

Outdoor break areas at office buildings in:
Key West (Administration Building)
Marathon (Customer Service Building)
Tavernier (Customer Service Building)

Enforcement:

The success of this policy depends upon the thoughtfulness, consideration and cooperation of smokers/vapers and non-smokers/non-vapers. All employees share in the responsibility for adhering to and enforcing the policy. Any conflicts should be brought to the attention of the appropriate supervisory personnel and if necessary, the Director of Human Resources. In all cases the right of a non-smoker/non-vaper to protect their health and comfort will take precedence over an employee's desire to smoke/vape.

We understand that vapers could be trying to eliminate or cut back their use of cigarettes and that is why they have turned to vaping; therefore, having to share the same "smoking/vaping" designated area could be an issue. We ask each area Director/supervisor to designate different smoking and vaping areas outside of their respective building for the comfort of all employees.

Established 05/01/99 Effective 01/01/05, 02/04/13, 01/01/15, 10/01/2019

Section 12.18 STANDARDS OF CONDUCT

FCAA employees are regarded as public employees and Florida Statutes 112 regarding ethics laws prohibit certain actions or conduct and requires the disclosure of specific information.

Prohibited actions or conduct include, but are not limited to:

- No employee shall solicit or accept anything of value, including a gift, loan, rewards, promise of future employment, favor or service based upon any understanding that the official action or judgment of the employee would be influenced thereby.
- No employee acting in an official capacity shall do business with their or their spouse or child's business or agency.
- No employee shall corruptly use or attempt to use their official position to secure a special privilege, benefit, or exemption for himself, herself, or others.
- No employee shall have or hold any employment or contractual relationship with any business entity or agency which is subject to the regulation of or is doing business with the FCAA; nor shall an employee have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between their private interests and the performance of their public duties.
- No current or former employee shall disclose or use information not available to members of the general public for their personal gain or benefit or for the personal gain or benefit of any other person or business entity.
- No employee of the Authority may solicit any customer or fellow employee for outside employment, while on FCAA time. (FCAA time is any time you are being compensated by the Authority; during normal working hours or while on standby.)
- No outside employment shall be performed while on FCAA time.
- No employee shall wear their FCAA uniform while performing outside employment, either for themselves or another business.
- No employee shall use any FCAA property or equipment (i.e., cell phone, computer, vehicle, tools, etc.) while performing outside employment.
- No employee may act as a spokesperson on FCAA policies or news items, other than as required by their job without prior permission from the Executive Director.
- No employee may distribute, display or post political material on FCAA premises or property.

If an employee is uncertain as to whether they may be in violation of this policy, clarification may be obtained from the General Counsel.

The Executive Director may at any time require a statement of disclosure from any employee if he or she has reason to believe that said employee may be in violation of this policy.

Effective 01/01/05

Revised: 09/01/06, 05/09/11, 12/05/14, 10/01/2019

Section 12.19 TECHNOLOGY POLICY

FKAA provides Network, Internet, Intranet, and Electronic Mail (e-mail) resources, **as authorized**, for each FKAA employee. This practice establishes authorization for employee use of FKAA Network, Internet, and e-mail resources and development of Internet applications and publications.

FKAA provides these resources to FKAA employees to facilitate and enhance their ability to perform their work at high levels of productivity and business efficiency. In keeping with that purpose, conservation, protection, and the security of computing hardware and network resources are essential for FKAA's business operations.

BUSINESS USE OF THE INTERNET, INTRANET, SOCIAL NETWORKS AND E-MAIL

FKAA supplies Internet hardware, software, network interconnections, and e-mail for business use for employee communications, computer applications, and workflow automation. Internet services will be allocated to individuals as determined by their Department Director. Employees must follow FKAA's Identity Guidelines for posting materials and FKAA's Standards of Ethical Conduct.

FKAA Internet facilities automatically collect usage information for service management purposes and may be read by the appropriate systems administrator and management. All electronically transmitted information is subject to the Florida Department of State's General Schedule for State and Local Government Agencies, GS1-SL, Chapter 119, Rules 1B-24, Electronic Mail Policy. Employees should have no expectation of privacy for the content of messages or files sent, received, saved, or maintained on FKAA computing resources; or to the identification of sites accessed through Internet, e-mail, or file transfers. Use of FKAA's computing resources constitutes consent to monitoring, copying, and using any computer records.

PERSONAL USE OF THE INTERNET, SOCIAL NETWORKS AND E-MAIL

Personal use of the Internet, Social Networks and e-mail is prohibited except for the incidental, acceptable use described below. Prohibited personal use may result in disciplinary actions as outlined in the FKAA's Performance Guidelines.

USE GUIDELINES

The following guidelines are provided to help employees determine approved official use and acceptable incidental use of Network, Internet, Intranet, Social Networks (Twitter, Face Book, etc.) and e-mail facilities.

Approved Official Use - The following are approved official uses of the Internet, Intranet, Social Networks and e-mail:

- To support FCAA work activities.
- To provide information to the public, relative to FCAA services, news events, job postings, etc. on social networks (i.e., Face Book, Twitter, etc.) Any messages that might act or could reasonably be interpreted as the "voice" or position of the FCAA must be pre-approved by the Executive Director or their designee. Any identification of the author, including usernames, pictures, logo, or any intellectual property of the FCAA will not be allowed without prior permission by the Executive Director or their designee. A message must not disclose any confidential information of the FCAA.
- To access information, news, practices, standards, or procedures that are related to FCAA business.
- To perform research for classes for which FCAA provides reimbursements.
- To correspond with instructors and classmates regarding FCAA-sponsored school assignments.
- To correspond with immediate family members while in travel status.
- For job searches if you have been formally notified that your job is at risk.
- To access any site or activity not mentioned above that has been officially approved by FCAA Department Directors.

Acceptable Incidental Personal Use - The following are acceptable incidental uses of the Internet, and e-mail:

For personal use of the Internet limited to web site visits of reasonable duration and frequency which do not adversely affect the employee's performance of official duties, and which are not listed as an Unacceptable Use.

For personal use of e-mail limited to point-to-point e-mail messages or web transactions of short duration to conduct personal business (consistent with the policy for personal local telephone calls) (no broadcasts or mass mailings) which do not adversely affect the employee's performance of official duties, and which are not listed as an Unacceptable Use. To access and use electronic bulletin boards or news groups that have been approved by the Executive Director and sanctioned for personal use.

FCAA is not responsible for personal information stored on FCAA personal computers.

Unacceptable Use - The following unacceptable uses of the Internet and e-mail are prohibited:

- To intentionally or recklessly damage or interfere with computer or network resources, computer data, the activities of others, files, programs, or other information.
- To "surf" (aimless exploration from one web site to another without a specific business purpose).
- To gain any personal monetary/commercial profit including trading or selling, or to operate a business or solicit employment except as described above.

- To send or access e-mail or other communications, images, files, or programs containing offensive or harassing statements, hate speech, or sexually explicit material, including comments based on race, national origin, sex, sexual orientation, age, disability, religion, or political beliefs.
- To initiate or forward electronic chain letters.
- To engage in illegal activities such as forgery, misrepresentation, and other security-related violations of applicable rules and regulations (e.g., e-mail forgery) or activity inconsistent with the FKAA Standards of Ethical Conduct or to threaten, harass, or engage in other criminal offenses.
- To download or upload to the Internet, or transport across the FKAA network, material that is illegal, proprietary, or in violation of copyright laws or FKAA guidelines.
- To use Internet-based screen savers without approval from Department Directors, direct reports to the Board, or designated representatives.
- To access non-business sites who incur a charge to FKAA.
- To use Internet-based audio, video, or radio services for entertainment purposes.
- To access or attempt to access another individual's data or information, or to use or attempt to use another individual's password without a "business need to know" justification.
- To play games on FKAA time.
- To purchase computer hardware or software without the approval of your Department Director and the Director of Information Technology.

BLOCKING INTERNET SITES

FKAA may block an employee's access to Internet sites that FKAA believes are not needed for employees to perform their FKAA work. Examples of sites that will be blocked are pornography sites, hate sites, and other sites that are clearly not related to FKAA business. In the event an employee believes that access to a blocked site is necessary for the employee to perform their FKAA work, and the employee's Department Director approves, access to the blocked site will be restored.

DEVELOPMENT OF INTERNET APPLICATIONS AND PUBLICATIONS

The FKAA Internet and e-mail policy is published to address critical issues such as exposure of business sensitive information, consistency in FKAA image, maintenance and timeliness of material presented on web pages, and access security. FKAA employees engaged in Internet applications development and publishing shall conform to the provisions of the FKAA Internet Development Procedure, which contains instructions on Internet development and publishing. Information Technologies maintains the procedure. Also, Information Technologies maintains and controls the technical environment for all Internet development. This includes access control, security, software, and hardware, as well as procurement of all Internet site (domain) names, regardless of whether the site is housed on FKAA premises

or a commercial Web hosting facility.

For FCAA public web sites, the Deputy Executive Director is responsible for providing final approval for content and facilitating issues of business sensitivity and consistency in corporate image.

Organizational approval for posting material to the Internet is controlled at the Department Director level. The Director of Information Technology directs the development of Internet and Intranet procedures that are specific to the organization and the Department Directors are responsible for approval of department specific Web page content as appropriate.

ELECTRONIC AUDITING

There is no expectation of privacy with respect to an employee's use of the Internet, including social networks or e-mail.

Users should be aware that the Executive Director, our General Counsel, or our Internal/Compliance Auditor are authorized to periodically audit, inspect, and/or monitor Internet, social networking and e-mail activity as deemed appropriate.

Since there is no guarantee of privacy, monitoring employee usage of e-mails, social networks and the internet may reveal sensitive and personal circumstances such as information regarding employee finances, medical history, legal communications, etc.

Monitoring of the substance of personal, medical, attorney-client, or financial information transmitted by or to an employee over FCAA computer resources for FCAA or Retirement System purposes is prohibited, except as provided above.

Allegations of abuse of this practice shall be referred to the appropriate FCAA Department Director in the employee's organization for investigation and coordination within FCAA or other authorities, as appropriate.

Electronic monitoring within all FCAA networks ensures its integrity and security. In specific situations, monitoring may be used to support identification, termination, and/or prosecution of unauthorized or illegal activity. Employees are notified by this practice that electronic monitoring is used. The following electronic monitoring mechanisms are capable of being recorded:

- Access to the system, including successful and failed login attempts, and logouts.
- Inbound and outbound file transfers.
- Terminal connections (Telnet) to and from external systems.
- Sent and received e-mail messages, files.
- Web sites visited, including uniform resource locator (URL) of pages retrieved.
- Date, time, and user associated with each event.

There are no warnings notifying users that auditing and monitoring are in place. An automated log analysis program will also monitor incoming log entries, and events or trends indicative of a potential security problem will be reported to the affected system administrators and management.

ROLES

Information Technologies

Information Technologies (IT) provides and/or develops procedures to assist departments with Web pages. IT evaluates emerging technology for appropriate use at FCAA and provides technical training and technical support for IT supported products which adhere to industry standards. IT provides technical expertise in operating systems and applications development to assist the business unit in the technical implementation of Internet applications.

With the input from the affected department, IT shall establish guidelines for those employees, such as system administrators, who have access to or use of information under this practice.

The Information Technology Department provides assistance to FCAA's departments to address content issues such as information correctness and business sensitivity.

FCAA Departments

Departments ensure that published information complies with the FCAA Internet Development Procedure, as well as establish guidelines for their organizations, if necessary.

FCAA Employees

Employees must leave on and lock their computers every night. This is to ensure computer and antivirus updates are applied on a timely basis. All laptops other than those used for on-call requirements must be physically attached to the network at the end of each workday through a docking station or a direct connection to a network cable.

Revised: 11/16/07, 03/10/10, 11/30/12, 02/04/13, 10/01/16, 01/30/17, 10/01/2019

Section 12.20 VEHICLE ACCIDENT POLICY

In the case of an accident involving a company vehicle, no matter how minor the damage, the FCAA employee must immediately notify their immediate Supervisor or Manager. An

accident refers to any incident involving a third party (no matter the dollar value of the damage) or any incident with property damage. The employee and/or their immediate supervisor will notify the proper law enforcement agency, if applicable, before the vehicle is moved. The employee will make a written report of the accident and submit it to their supervisor, who will submit a copy to the Safety and Human Resources Department. The employee will also be subject to drug and/or alcohol testing, as set forth under the FKAA's Drug Free Workplace Policy. **All unexplained damage must be documented on a Conversation Record form and submitted to the Operations Department, with a copy to the Human Resources Department.**

In the case of the first avoidable accident by an FKAA employee in a company vehicle, if the employee is at fault ("fault" being determined by the law enforcement agency's accident report, the supervisor's accident report, or safety investigation) and the incident results in property damage totaling \$500 or more, the employee will be subject to disciplinary action. Disciplinary action will be considered, as recommended by the Department Director, using severity and circumstances of the accident as criteria. All disciplinary action must be discussed with the Director of Human Resources, prior to the employee receiving the disciplinary action, to ensure all procedures are followed. A copy of the approved disciplinary action must be sent to the Human Resources Department for the employee's personnel file once it is signed by all parties.

In the case of a second avoidable accident by an FKAA employee, it is mandatory that the employee attend a defensive driver training program conducted by a certified training organization, recognized by the Department of Motor Vehicles or State of Florida, **on their own time**. The employee shall be responsible for the expense of the course, and they may be subject to disciplinary action, up to and including termination, as recommended by the Department Director, using severity and circumstances of the accident as criteria.

In the case of any additional avoidable accidents by an FKAA employee, the employee is subject to termination. The severity of the accidents will be taken into consideration.

All accidents on record will be considered for the purpose of determining the proper disciplinary action.

In the case of all accidents by an FKAA employee, whether it is serious or not, failure to report an accident and/or failure to cooperate in the investigation of an accident may result in disciplinary action, up to and including termination.

Effective 01/01/05, 11/01/08

Revised: 03/26/13, 10/01/16, 10/01/2019, 06/03/2024

Section 12.21 VEHICLE POLICY

FKAA trucks and other vehicles are to be used solely for FKAA business. Persons not employed by the FKAA are prohibited from riding in an FKAA vehicle without prior

authorization of the Department Director.

If assigned to operate an FKAA vehicle:

1. You must have a valid Florida Operator's/Class A CDL license. If the status of your license changes (i.e., is suspended or revoked), you are required to tell your supervisor immediately. (See Driver License Policy)
2. You must obey all traffic laws.
3. You are responsible for any tickets you receive while operating FKAA vehicles.
4. You are responsible for seeing that the vehicle is fueled, serviced, and equipped for the day's work; check the oil and water when refueling.
5. You must store the vehicle at night, over weekends, and during hurricane emergencies in a fenced and secured FKAA yard (or other designated area).
6. You may be held financially responsible for any vehicle abuse, negligent or reckless operation that results in damage to vehicles or equipment.
7. You may not reassign the vehicle to another employee without the written permission of the Department Director.
8. You may not park an FKAA vehicle adjacent to any liquor store, bar, lounge or similar establishment unless on official FKAA business.
9. No unauthorized accessories or bumper stickers are permitted on any FKAA vehicle and/or equipment.
10. Any employee using a pooled vehicle must make sure the vehicle is returned with at least 1/2 tank of fuel, and no warning lights or indicator lights on, and you must report all maintenance needs to the Director of Water Operations, or their designee.
11. No FKAA vehicle shall be left running without someone inside of the vehicle.
12. No smoking/vaping allowed in any FKAA vehicle.

Employees authorized to take vehicles home under this Policy agree:

1. To clean the vehicle.
2. To park the vehicle in a designated FKAA yard during absences (annual leave, lengthy sick leave, etc.).
3. Unless you are assigned standby, you will be taxed by the Internal Revenue Service for the added benefits of an employer-provided vehicle for commuting. For most employees this will mean an additional \$3.00 per day, or the IRS regulated amount, added to their W-2 earnings each year. For more information on this benefit valuation, contact the Human Resources Department or Finance Department.
4. Explained or unexplained damage to vehicles must be reported immediately as per the Vehicle Accident Policy.

FLEET VEHICLE ASSIGNMENT CRITERIA

Assignments of FKAA vehicles will be determined based on the job responsibilities and transportation needs of employees. The assignments will be determined as either Work Hour Assignments, Stand-by 24-hour Assignments or 24-hour Assignment as approved by

the Executive Director.

24 HOUR ASSIGNMENT

The purpose of a 24-hour vehicle assignment is to provide efficient transportation for employees whose area of responsibility covers the entire geographic area of the system and frequent travel throughout the system is required and expected. Other factors to be considered are the frequency of evening meetings, and if special tools or equipment are carried in the vehicle for use by the employee.

24-hour vehicle assignments may be permanent, project specific, or for the Construction Crew as follows:

PERMANENT ASSIGNMENTS

Permanent 24-hour Vehicle Assignment is the regular assignment of a vehicle intended for employees who have responsibilities across all or a major portion of the geographic area of the system when those responsibilities regularly require the employee to travel to those sites.

PROJECT SPECIFIC 24-HOUR ASSIGNMENT

Project Specific 24-hour Assignment is a temporary vehicle assignment intended for employees who are assigned responsibility of construction projects across all or a major portion of the geographic area of the system when frequent travel to various project sites is required and when reporting to the employee's base location to get a vehicle is either inefficient or impractical. Justification of Project Specific Vehicle Assignment must be reviewed and reauthorized with the Executive Director every 6 months from the date of the initial vehicle assignment.

CONSTRUCTION CREW 24-HOUR ASSIGNMENTS

The FCAA Construction Crew operates on a four 10-hour day work schedule to minimize mobilization to the job site and set-up of daily construction activities. The Construction Crew is required to report to the job site at 7:00 a.m. and work until 5:30 p.m. with a half (½) hour for lunch. To maximize efficiency, the Construction Crew employees are assigned vehicles for 24-hour use.

WORK-HOUR VEHICLE ASSIGNMENTS

Vehicles are assigned to employees for work hours only when a vehicle is needed to carry equipment, tools, and parts that the employee needs to perform their job duties; or if an employee's job duties require frequent travel that makes use of a pooled vehicle impractical. The employee must park the work-hour vehicle at their base location unless the Department Director can demonstrate to the Executive Director that parking the vehicle at a location other than the employee's base location is in the best interest of the FCAA.

Work hour assigned vehicles may be parked at an employee's residence overnight as authorized by the Department Director on a case-by-case basis when an employee needs the use of a work-hour vehicle, or pooled vehicle, when the employee has a need to travel

early morning or has a late day meeting which makes parking the vehicle at the employee's base location impractical or an inefficient use of time.

STAND-BY 24-HOUR ASSIGNMENT

Employees required to work Stand-by for Customer Service or Operational needs are assigned a vehicle for overnight use only on the nights or weekends that they are assigned Stand-by Duty. This vehicle assignment provides for efficient response to customers, water main leaks, etc.

Policy Established: 01/01/05

Revised: 06/19/08; 04/12/10, 03/22/13, 10/01/16, 10/01/2019

Section 12.22 VIOLENCE IN THE WORKPLACE POLICY

The purpose of this policy is to provide a safe environment for conducting Authority business for employees, customers, visitors and the general public by prohibiting, preventing and taking action in response to work-related acts of violence.

This policy and procedure apply to all Authority employees and all Authority facilities.

For purposes of this policy, **acts of violence include**, but are not limited to:

1. Verbal abuse (harassment & threats), assault, threatening or obscene language or behavior, or
2. Aggressive, harmful, dangerous, or violent physical actions, including assault and stalking, or
3. Actions which endanger Authority employees, directly or incidentally, or
4. Actions of destruction or sabotage of Authority property, including but not limited to vehicles, buildings, and equipment, or
5. Improper or dangerous use or display of any weapon or object used as a weapon.

For the purpose, of this policy, **work related acts include**, but are not limited to, those which:

1. Take place on Authority premises and affect Authority property, employees, or representatives, or
2. Involve one or more Authority employees or representatives, acting in their official Authority capacity, or
3. May occur off Authority premises, but are related to Authority business, or
4. May occur outside of normal working hours, but are related to Authority business, or
5. Involve the use of Authority equipment, vehicles, communication equipment (i.e., telephone, fax, computer, VHF, etc.)

The Authority is concerned about society's increased violence, which has filtered into many

workplaces throughout the United States. To help prevent incidents of violence from occurring, the Authority is implementing this policy on workplace violence. It is the policy of the Authority to expressly prohibit any acts or threats of violence by any employee or former employee against any other employee in or about its facilities or elsewhere at any time. The Authority will not condone any acts or threats of violence against its employees, customers, or visitors by any individual on the Authority's premises at any time or while such individual is engaged in business with or on behalf of the Authority, on or off the Authority's premises.

In keeping with the spirit and intent of this policy and to ensure the Authority's objectives in this regard are attained, the Authority is committed to the following:

- a. Providing a safe and healthy work environment, in accordance with the Authority's policy on safety and health.
- b. Taking prompt remedial action up to and including immediate termination against any employee who engages in any threatening behavior or acts of violence or who uses any obscene, abusive, or threatening language or gestures.
- c. Taking appropriate action when dealing with trespassers, customers, former employees, or visitors to the Authority's facilities who engage in such behavior. Such action may include notifying the police or other law enforcement personnel and prosecuting violators of this policy to the maximum extent of the law.
- d. Prohibiting employees, former employees, customers, and visitors from bringing unauthorized firearms or other weapons onto the Authority's premises; or
- e. Establishing viable security measures to ensure that the Authority's facilities are safe and secure to the maximum extent possible and for properly dealing with access to Company facilities by the public, off-duty employees, and former employees.

In support of this policy, the Authority continues to educate our employees on the use of our Employee Assistance Program (EAP). Any employee who displays a tendency or propensity to engage in violent, abusive, or threatening behavior or who otherwise engages in behavior that the Authority, in its sole discretion, deems offensive or inappropriate may be referred to the EAP for counseling or other appropriate treatment. Such employee will also be subject to disciplinary action, up to and including termination.

In furtherance of this policy, employees have a "duty to warn" their supervisors or a human resources representative of any suspicious workplace activity, situation, or incident that they observe or know of, that involve other employees, former employees, customers, or visitors that appear problematic.

The Authority will take prompt remedial action against any employee, customer, visitor, or individual who engages in any behavior prohibited by this policy.

- a. The Authority will establish security measures, to the extent practical, to ensure that Authority facilities are safe and secure against actions prohibited by this policy.

- b. All incidents of violence must be immediately brought to the attention of the Director of Human Resources and the Executive Director.
- c. Employees, supervisors, etc. will take all reasonable immediate action to protect victims of violent actions from further harm. Actions which will increase further danger must be avoided. When necessary, local law enforcement agencies must be notified as soon as possible.
- d. After any imminent danger or threat has been dealt with, an employee, supervisor, etc. has the duty to notify their immediate supervisor of any incident or activity that is in violation of this policy. Reports made pursuant to this policy will be held in confidence **to the extent possible**. The Authority will not tolerate any form of retaliation against anyone who makes a report under this policy.
- e. The Executive Director will be notified of any prohibited acts by the affected employee. The Executive Director will determine the extent of remedial and disciplinary action to be taken. In making the determination, the Executive Director (or their designee) will consult with employees, supervisors, law enforcement officials, EAP representatives, etc. to assist in the recommendation of the appropriate disciplinary action to be taken.
- f. All disciplinary action will be administered in compliance with the C.W.A. Union Agreement and all Federal and State laws.

UNIVERSAL "ZERO TOLERANCE" STATEMENT:

Violence of any type, which can range from intimidation, threats, harassment to assault, rape and even homicide, **will not be tolerated**. Any, and all violators of this policy, no matter what position they occupy on the organizational chart or within the community, will be dealt with in a swift, judicious, and definitive manner.

Board Approved: 06/26/02

Revised: 10/20/09, 02/04/13, 10/01/2019

Section 12.23 WEAPON POLICY

Introduction

The Florida Keys Aqueduct Authority believes it is important to establish a clear policy that specifically addresses weapons in the workplace.

Policy

As used in this policy, the term "weapon" includes any form of weapon or explosive restricted under local, state, or federal regulation. This includes all firearms, knives with a blade longer than 3 ½" in length or other weapons covered by the law. [Legal chemical dispensing devices, such as pepper sprays that are sold commercially for personal protection, are not covered by this policy.] If you have a question about whether an item is covered by this policy, please call Human Resources. **You will be held responsible for making sure beforehand that any covered item you possess is not prohibited by this policy.**

The Authority prohibits all customers and invitees who enter Authority property from

possessing a handgun, firearm, or prohibited weapon of any kind on Aqueduct property. The only exception is that a customer or invitee may possess a legally owned firearm when such firearm is lawfully possessed and locked inside or locked to a private motor vehicle in a parking lot and when the customer or invitee is lawfully in such area.

The Authority also prohibits employees who enter Authority property from possessing a handgun, firearm, or prohibited weapon of any kind on Aqueduct property. The only exception to this policy is an employee who possesses a valid license issued pursuant to F.S. 790.06 (License to carry concealed weapon or firearm) may possess a legally owned firearm when such firearm is lawfully possessed and locked inside or locked to a private motor vehicle in a parking lot when the employee is legally in such area.

All Authority employees are also prohibited from possessing a weapon while in the course and scope of performing their job for the Authority or at any authorized Authority event, whether they are on Authority property at the time or not unless the employee possesses a valid license issued pursuant to F.S. 790.06 (License to carry a concealed weapon or firearm) and possesses a legally owned firearm when such firearm is lawfully possessed and locked inside or locked to a private motor vehicle in a parking lot and when the employee is lawfully in such area.

Authority property covered by this policy includes, without limitation, all Authority owned or leased buildings and surrounding areas such as sidewalks, walkways, driveways and parking lots under the Authority's ownership or control. Authority vehicles are covered by this policy, at all times regardless of whether they are on Authority property at the time.

Searches

The Authority reserves the right to conduct searches of any person, vehicle, office, or other area under the control of the employee when the Authority has reason to believe that this policy has been violated. The only exception to a search is that an employee who possesses a valid license issued pursuant to F.S. Statute 790.06 (License to carry a concealed weapon or firearm) and possesses a legally owned firearm when such firearm is lawfully possessed and locked inside or locked to a private motor vehicle in a parking lot and when the employee is lawfully in such area, the employee's private motor vehicle may not be searched.

Violations

Failure to abide by all terms and conditions of the policies described above may result in discipline up to and including termination. Further, carrying a weapon onto Authority property in violation of this policy will be considered an act of criminal trespass and will be grounds for immediate removal from the Authority property, and may result in prosecution.

THIS POLICY SHALL NOT BE CONSTRUED TO CREATE ANY DUTY OR OBLIGATION ON THE PART OF THE AUTHORITY TO TAKE ANY ACTIONS BEYOND THOSE REQUIRED OF AN EMPLOYER BY EXISTING LAW.

If you become aware of anyone violating this policy, please report it to your supervisor or the Director of Human Resources immediately.

Effective 01/01/05

Revised: 07/01/08, 10/20/09, 02/04/13

Section 12.24 WHISTLE BLOWER PROGRAM

It is the policy (pursuant to Sections 112.3187 – 112.31895, Florida Statutes) of the Florida Keys Aqueduct Authority (FKAA) that its employees and members of the public have the opportunity to confidentially report allegations of wrongdoing, inappropriate conduct, and actions that may create specific danger that jeopardize the health, welfare and safety of its employees as well as the general public. It is also the intent of the policy to protect individuals from adverse action, i.e., retaliation for disclosing and reporting information alleging improper use of office, waste of funds, or any other abuse or neglect of duty on the part of an agency, employee, or management.

Procedures for Whistle Blower Complaints and Complaints of Retaliation:

- The Internal Compliance Auditor who reports directly to the Board of Directors shall receive allegations (provided that the allegations do not involve the Internal Compliance Auditor) pursuant to this policy. If the allegations involve the Internal Compliance Auditor, then General Counsel shall receive the report. Reports of alleged wrongdoing must be submitted in writing (see attached forms) and must include a verifiable name, address, and telephone number of the reporter. Forms are available on the Florida Keys Aqueduct Authority's Insider Web Page and can be completed and submitted electronically. The name and identity of any individual who files a written whistleblower report of wrongdoing and the confidentiality of the information disclosed is protected pursuant to Section 112.3188, Florida Statutes, as amended. The Statute states that the name and identity of any individual and information provided shall remain confidential so that investigative procedures can be performed without revealing the source.
- Employees are encouraged to bring concerns to their supervisors for discussion and resolution. If the concerns are of a sensitive nature and it is felt that resolution cannot be accomplished by the supervisor, then the appropriate Complaint Forms should be completed and forwarded to the Internal Compliance Auditor. Reports of alleged wrongdoing which are not in this format, i.e., Whistleblower Complaint Form and the Retaliation Complaint Form will not be investigated by the Internal Compliance Auditor and pursued under this policy. Also, if the complaint is not one of the types of improper activity listed (on page 2) then it does not meet whistleblower criteria and a complaint should not be filed on the Whistle Blower Complaint Form. All concerned individuals are encouraged to contact either the Internal Compliance Auditor or the General Counsel to determine whether the alleged wrongdoing meets whistle blower criteria.
- Whistleblower investigations will be concluded with the forwarding of a written report

with findings and conclusions submitted to the Chairman of the Audit Committee and a copy to all other Board Members within ninety (90) days of the date on which allegations were received. The Chairman of the Audit Committee will then discuss the findings with the Executive Director (provided that the allegations do not involve the Executive Director, if so then these allegations will be brought before the entire Board of Directors for resolution) and General Counsel. Then, the Executive Director or the Board of Directors shall implement the appropriate corrective action.

Board Adopted: February 22, 2007
Revised by Board: February 22, 2012

Section 12.25 WORKERS' COMPENSATION

Florida Workers' Compensation Law requires FCAA to give you a summary of your rights, obligations, and benefits if you are injured on the job.

You have a RIGHT to

- a safe workplace,
- complete information about the Workers' Comp. Law,
- insurance coverage beginning on your 1st workday for any job-related injury,
- prompt payment of benefits,
- assistance and guidance from the Div. of Workers' Comp. (1-800-342-1741) or,
- periodic notice on the status of your claim,
- copies of any medical information concerning your injury or illness,
- a division decision on any dispute over your claim within 10 days,
- a hearing before a Deputy Commissioner, if necessary, to settle any disputes concerning your claim.

You have an OBLIGATION to ...

- follow proper safety regulations,
- promptly (same day) report any job-related accident or illness to your supervisor,
- use the doctor chosen by the Workers' Compensation Carrier and get their authorization before obtaining medical care,
- cooperate with any rehabilitation programs necessary to return you to work,
- get receipts and ask for repayment if you have paid any medical or other costs related to the injury,
- report any wages, social security benefits or unemployment compensation you receive while under workers' compensation.

Benefits Provided by Workers' Compensation:

- payment of all approved medical costs related to your injury or illness,
- payment of reasonable transportation costs to and from the doctors' office,

- payment of a percentage of wages lost if you are permanently impaired or if your disability causes you to miss more than 7 days,
- rehabilitation and training if your injury keeps you from returning to your regular work,
- payment of attorney fees under some circumstances.

Workers' Compensation Procedures:

- All Doctor's appointments and treatment plans must be authorized prior to the visit by the Workers' Compensation Carrier.
- All prescriptions must be submitted through the Carrier. Provide a copy of the prescription authorization form to the Pharmacy. **Do not use your health insurance card.**
- A doctor's note must be obtained and sent to the Benefits and Risk Director after each visit. Employees must communicate all treatment plans and follow-up visits. A leave slip must be completed for each visit.
- If an employee misses time from work due to an on-the-job injury, they will use their own sick leave for the first 40 hours. All time thereafter will be paid by the carrier. See Section 11.13 of the employee handbook. Leave will be coded as (WC) sick leave, so it is not counted against the employee's attendance record.
- Employees will receive a packet of information in the mail from the Workers' Compensation Carrier. There are various forms that need to be completed by the employee and sent back to the carrier.

Communication with the Benefits and Risk Director and your Supervisor is critical.

Use of Leave for Compensable Injury. If an employee sustains a job-related injury entitling them to Workers' Compensation in accordance with the laws of the State of Florida, the employee shall not receive sick pay for the same day or days for which Workers' Compensation is received. During the first week of such job-related injury, the employee shall be paid out of their sick leave accrual. Beginning the eighth day, the Authority shall allow the employee to use their vacation or sick leave so that the leave and workers' compensation benefits approximately equal the employee's after-tax straight time salary through the remainder of their absences due to the injury until vacation and sick leave is exhausted by the supplemental payments. If the employee is absent 21 days or more and as a result receives pay from the State for the first seven days of injury, they shall reimburse the Authority for the first seven days of absence prior to returning to work and their sick leave accrual shall be credited accordingly.

Employees on a leave of absence under this section will for a period of up to six (6) months be returned to their former job if physically capable of performing that job. If the employee cannot return to their regular job within six (6) months, the employee's rights shall be as set forth under applicable state law and enforcement of those rights will be pursuant to procedures under state law.

Light Duty Assignments. Any employee involved in a work-related accident, who is prescribed by a licensed physician, to report to work on light duty will be assigned light duty **only** if it is available.

All such Workers' Compensation cases will be handled through the Human Resources Department. The Director of Human Resources or their designee will notify each Department Director of the need for light duty work to determine if any of their reporting divisions need additional manpower while the injured employee is assigned to light duty. Each case will be handled individually, giving consideration to the type of light duty requested by the physician, and the availability of compatible work. Light duty assignments will only last as long as the work lasts, or the employee is released from light duty, whichever occurs first.

All reports of Workers' Compensation injury may be investigated by the Workers' Compensation insurance company as well as the Florida Keys Aqueduct Authority. Any false reports of Workers' Compensation claims will be dealt with accordingly.

If you have any questions or any problems with a claim, call the Benefits & Risk Director.

Effective 01/01/05

Revised: 03/26/13, 04/27/106, 10/01/16, 10/01/2019

GRIEVANCE PROCEDURES

Section 13.1 DISCIPLINARY ACTION

FKAA relies on its employees to perform their jobs in accordance with the highest standards of public service. Counseling, along with disciplinary action, may sometimes be administered to let you know when and where you have failed to meet our standards. This is meant to be educational and performance enhancing.

All employees facing disciplinary action with the possibility of suspension, termination or demotion will be offered a hearing prior to the action being taken. This procedure ensures that all employees are given a chance to submit all facts relative to the disciplinary action being considered.

Should you at any time feel that counseling or disciplinary action taken is unwarranted or unjust, you are encouraged to discuss the matter with your supervisor, the Director of Human Resources, or any other appropriate member of management.

Note, too, that in cases involving suspension, discharge, reduction in pay or demotion, regular employees with one year of service or more may appeal unfavorable grievance decisions to the Career Service Council of Monroe County. **Such appeals must be filed within 30 days after the suspension, discharge, reduction in pay, or demotion**

occurred in accordance with the Laws of the State of Florida. However, any matter taken to Career Service cannot be processed to Step 4, Arbitration, of the Union Contract's Grievance and Arbitration Procedure. Contact the Human Resources Department to obtain a copy of the Appeal Form and for further information on the rules of the Career Service System.

Established: 05/01/99

Effective: 01/01/05

Revised: 02/04/13, 10/01/2019

Section 13.2 GRIEVANCE PROCEDURE - BARGAINING UNIT EMPLOYEES

Definition and Procedure. A grievance is any dispute or difference of opinion between the Authority and the Union, or between the Authority and any of its regular employees involving the meaning, interpretation, or application of the provisions of the Union Contract provided that employee performance evaluations, violations of the no-strike clause, and discipline of employees for violations of the no-strike clause, except as provided in the Union Contract, Article XI, Section 1, shall not be subject to the grievance procedure. It is understood that, while performance evaluations may not themselves be the subject of grievances, the Union may seek to rebut an individual performance evaluation if it is directly involved in a disciplinary, promotional, or layoff grievance. The grievance and arbitration procedure shall be the only vehicle for resolving grievances, and grievances shall not be otherwise presented to Directors or Members of the Board of Directors. Grievances shall be handled in the following manner:

Step 1: All grievances shall be submitted to the Chief Operations Officer/Chief Administration Officer, in writing within twenty (20) working days from and after the date when the act or omission giving rise to the grievance occurs, or from and after the date when the grieving employee learns, or is in the exercise of reasonable diligence should have learned, of such act or omission. The Chief Operations Officer/Chief Administration Officer or his/her designee shall within ten (10) working days after receipt of the written grievance meet with the Union and shall render their decision in writing with a copy to the Union within five (5) days after the meeting. This meeting can be in person or virtual with the union and company.

Step 2: If the grievance is not resolved at step one to the Union and the grievant's satisfaction, or if a written decision is not submitted within the designated time limits of step one and before either party formally appeals the grievance to arbitration, the CWA National Representative and Executive Director or designee will meet to review the grievance in an attempt to resolve the issue. The National Representative will request a meeting with the Executive Director or designee within twenty (20) days that the local union received a written decision from step 1. The Executive Director or designee shall have five (5) days after the meeting with the CWA National Representative to give a written decision. This meeting can be in person or virtual with the union and company.

Step 3: If the parties are unable to reach a settlement of the grievance using the procedures outlined above, either party may submit the grievance to arbitration by sending to the other party by certified mail within thirty (30) working days after denial of the grievance by the Executive Director or their designee or the Union President or designated representative, as appropriate, a demand for arbitration. Only grievances which have been filed in writing and processed in the manner and within the time limits set forth shall be subject to arbitration. After a demand for arbitration has been made, the party requesting arbitration must apply to the Federal Mediation and Conciliation Service within thirty (30) working days from the date of the demand for arbitration for a list of seven (7) qualified arbitrators, and from this list one (1) shall be selected by process of elimination. The other party must be provided with a copy of the request to the Federal Mediation and Conciliation Service. Either party may strike the entire list, in which event they must request another list from the Federal Mediation and Conciliation Service. The parties shall strike names from the list alternately. The moving party shall strike first. The arbitrator remaining after each party has three (3) strikes shall be named the arbitrator for the grievance.

Unless both parties agree on a different procedure, only one issue may be submitted to the arbitrator in anyone (1) hearing.

The cost of arbitration, including cost of the court reporter and transcript where requested by the arbitrator, shall be borne equally by the parties, except that each party shall pay the full cost of its own witnesses and investigation. Pay for time lost by Union Stewards or officials shall not apply to their participation in arbitration.

Time Limits. In accordance with Florida Law, an employee may elect to pursue their grievance, without Union Representation, to the Career Service Council, and in accordance with the rules and regulations for the appeal of grievances to that Council as such may exist. The employee's election of arbitration or Career Service Council may be made at any time but no later than after Step 3 set forth above and such election shall be made in writing. An election of one shall constitute a waiver of the employee(s) right to utilize the other.

Nothing in this Section is intended to modify in any way the time limits and procedures under the Career Service Council.

Any extension of the time limits established by this Article must be in writing and signed by both parties. Failure to adhere to the time limits established by this Article shall result in the grievance being dismissed.

Authority of Arbitrator. In any dispute submitted to arbitration, the arbitrator shall be limited to rendering an award which is final and binding, and under no circumstances shall an employee be made more than whole or receive back pay for a period prior to their first filing the grievance. No award for backpay shall exceed the amount of wages the employee would have earned at their regular rate of pay, less any unemployment compensation or any other compensation from any source that they received while not working for the public employer.

An arbitrator shall not have any right to add to, subtract from, modify, amend, or ignore any terms of this Agreement, nor shall the arbitrator have power to establish wage rates or change any wage rate established by this Agreement. The arbitrator shall consider and decide only the particular issue involved in the grievance presented to them, and their decision and award shall be based solely upon the arbitrator's interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance submitted. The parties will attempt to agree to a submission agreement. If they are unable to do so, the arbitrator will confine their decision to the grievance as written in Step 1.

Any grievance relating to the discharge of an employee shall commence at Step 3 of the Grievance Procedure. It is understood that the Employer shall have the right to offer reinstatement to a discharged employee pending the final disposition of the grievance without waiving the cause or right of discharge. The fact that the employee has been reinstated or was offered reinstatement pending arbitration will not be considered in any way by the Arbitrator; except that, if the Arbitrator orders any back-pay, upon receipt of the Award, the Authority will reduce the back-pay award by the monies the employee would have received had the employee accepted the interim reinstatement. The pay under this section will be calculated by multiplying the applicable straight time rate by forty (40) hours per week and then by the number of weeks the employee would have worked.

Expedited Arbitration. Any grievance of a disciplinary action up to and including termination of employment, except those grievances that also involve one or more issues of arbitrability, or contract interpretation will be processed under this provision.

For expedited arbitration of grievances involving termination of employment, a decision by the arbitrator to award back pay or benefits shall be based on the time-period from the effective date of the grievant's termination up to the date of the arbitrator's decision, or a maximum of six (6) months from the effective date of the Executive Director's final response at Step 3.

A panel of five (5) arbitrators will be selected and agreed upon by the parties. Each arbitrator will serve until their services are terminated by written notice from either party to the other party. The arbitrator will be notified that their services are terminated by a joint letter from both parties. The arbitrator will conclude their services by deciding any grievances heard before the date of the joint letter notifying them of termination of services. A successor arbitrator will be selected and agreed upon by the parties.

Arbitrators will be assigned grievances in rotating order designated and agreed upon by the parties. If a grievance is postponed after an arbitrator has been assigned, the grievance will continue to be assigned to the same arbitrator. If a grievance is settled, cancelled, or withdrawn after an arbitrator has been assigned but before the arbitrator decides the grievance, that arbitrator will be the next arbitrator in the rotation order to be assigned a grievance.

If an arbitrator is not available for a hearing within thirty (30) working days after receiving an assignment, the grievance will be passed to the next arbitrator in the rotational order. If no arbitrator can hear the case within thirty (30) working days, the case will be assigned to an arbitrator who can hear the case at the earliest date.

Procedure for Expedited Arbitration

The parties will notify the arbitrator by joint letter of the intent to proceed to expedited arbitration. The arbitrator and the parties will agree to a hearing date. Before the hearing, the parties may submit to the arbitrator a joint stipulation of any facts that the parties agree are not in dispute.

The hearing will be generally conducted the same as any other arbitration hearing. The hearing will be informal without formal rules of evidence. However, the arbitrator must be satisfied that the evidence submitted is relevant and of a type on which they can reasonably rely, that the hearing is in all respects a fair one, and that all facts reasonably obtainable and necessary for a fair decision are brought before the arbitrator. Employees' prior performance evaluations shall be inadmissible in any grievance hearing.

A transcript of the hearing is not required. However, either party, at the party's own expense, may order a court reporter to attend the hearing. If either party orders a transcript of the hearing, the other party will be furnished a copy by the party ordering the transcript.

Upon completion of the arbitration hearing, the arbitrator will render a bench decision consistent with the Agreement, including but not limited to Article IX of the CWA Agreement. However, if the arbitrator requires additional time to consider their decision, they will render their decision within fourteen (14) days of the arbitration hearing.

The decision of the arbitrator will determine the grievance however, it will only apply to the grievance being arbitrated and will not set practice or precedent.

The time limits above may be extended by written agreement of the parties or at the arbitrator's request.

The decision of the arbitrator will settle the grievance, and the Authority, Union and grievant agree to abide by such decisions. The compensation and expenses of the arbitrator and the general expenses of the arbitration will be borne by the Authority and the Union in equal parts. Each party will bear the expense of its representatives and witnesses. Any expenses incurred because of any cancellation or postponement of an expedited arbitration hearing will be borne by the party requesting such cancellation or postponement.

By mutual agreement of the parties, any grievance may start at a higher step in the Grievance Procedure.

Established: 05/01/99
Effective: 01/01/05

Section 13.3 GRIEVANCE PROCEDURE - NON-BARGAINING EMPLOYEES

We all know that problems, misunderstandings, and dissatisfactions occur at work from time to time. We also know that ignoring them does not usually solve them. This Grievance Procedure is designed to promote the resolution of problems, misunderstandings, and dissatisfactions that affect you on the job.

Note also that all regular employees with one year of service who have been suspended, discharged, demoted, or had their pay reduced have Career Service appeal rights* which require preliminary exhaustion of internal grievance rights. **This means you must first follow this grievance procedure before Career Service will hear your case.**

Procedure

Many times, a grievance can be resolved by an open discussion with your supervisor. Ask for a meeting with your supervisor within 5 days after the cause for the grievance arose. Present your grievance orally. Your supervisor will make every attempt to resolve the matter.

If your grievance was not satisfactorily resolved in this manner, present your grievance, in writing, to the Executive Director. This must be done within 10 days after cause for the grievance arose.

Your written grievance must include the following information: 1) date of cause of grievance, 2) nature of the grievance, and 3) your requested remedy.

The Executive Director will review the grievance and issue a final reply within five days. A copy will be sent to the grievant, supervisor, and personnel file.

The decision of the Executive Director will be final.

*** Appeal of Certain Grievances to Career Service Council**

Regular employees with one year of service or more may appeal an unfavorable grievance decision in the case of suspension, discharge, reduction in pay, and demotion to the Career Service Council. Such appeals must be filed within thirty (30) days from the date of the suspension, discharge, reduction in pay, or demotion. The appeal must be filed in accordance with Chapter 69-1321, Laws of Florida, as amended, and the Rules and Regulations of the Monroe County Career Service Council

1. A copy of the Petition will be sent to the Executive Director.

2. The Petitioner will be furnished a copy of Chapter 69-1321, Laws of Florida, **upon request.**

3. Except, as otherwise directed by the Career Service Council, the costs of the employee's legal advice and any other expenses incurred by the employee will be borne by the employee.

A copy of the completed proceedings will be filed in the employee's personnel file.

Established 06/01/99.

Effective 01/01/05

Revised: 02/04/13, 10/01/2019

WAGES & BENEFITS

Section 14.1 COMPENSATION POLICY

The Board of Directors adopts a yearly budget that addresses employee compensation.

Temporarily Assigned Employees

NON-BARGAINING EMPLOYEES – A non-bargaining employee temporarily assigned to a position in a higher Salary Range shall receive a 5% differential for the period they are temporarily assigned, unless otherwise required by their job description. The differential will be paid for all consecutive hours assigned to the higher rated position for a minimum of forty (40) hours, retroactive to the first hour. Holidays occurring after the start of the temporary assignment and prior to the end of the temporary assignment will be counted toward the consecutive hours worked. Vacation taken during the period of the temporary assignment will be paid at the employee's regular rate of pay.

BARGAINING UNIT EMPLOYEES – A bargaining unit employee temporarily assigned to a position in a higher Salary Range shall receive a 10% differential for the period they are temporarily assigned, unless otherwise required by their job description. The differential will be paid for all consecutive hours assigned to the higher rated position for a minimum of forty (40) hours, retroactive to the first hour. Holidays occurring after the start of the temporary assignment and prior to the end of the temporary assignment will be counted toward the consecutive hours worked. Vacation taken during the period of the temporary assignment will be paid at the employee's regular rate of pay.

Board Adopted: 09/09/85, 06/22/88, 10/18/00, 10/24/03, 09/21/06 to be Effective 10/01/06, 07/26/07, 11/28/12, 10/01/13

Revised: 10/20/09, 06/21/13, 10/01/13, 12/05/14, 10/01/16, 10/01/2019

Section 14.2 DEFERRED COMPENSATION PLAN

FCAA employees may plan to supplement their State and Federal retirement benefits by participating in the Deferred Compensation Plan (DCP). A DCP is an arrangement which permits you to defer a certain portion of your income to a future date and thereby defer or postpone current federal income taxes on such compensation.

Neither the deferred salary nor the earnings on the investments are subject to current federal income taxes. Taxes are payable when the deferred income and earnings are distributed to you, presumably at retirement when you are in a lower income tax bracket; unless you choose to invest your salary in a Roth fund, which would be taxed at the time of the salary deduction.

The Authority has contracted with a fiduciary advisor to assist in the management of the DCP. The fiduciary advisor meets quarterly with the DCP Committee. The DCP Committee is comprised of three staff members appointed by the Executive Director.

The FCAA's Deferred Compensation Plan qualifies as an eligible plan as defined by Section 457 of the Internal Revenue Code. For further information, contact the Human Resources Department.

Established: 05/01/99

Effective: 01/01/05

Revised: 10/01/12, 06/07/13, 10/01/16, 10/01/19

Section 14.3 EMPLOYEE ASSISTANCE PROGRAM

The Employee Assistance Program (EAP) provides our employees with an opportunity to talk with professional counselors, on a confidential basis, about family issues, parenting issues, mental health issues, financial issues, legal issues, anger management, and other general counseling services. This benefit is paid for by the Authority and includes eight (8) free sessions, per person, per problem, per calendar year for each employee and for each member of the employee's immediate family (i.e., spouse or domestic partner and children).

The Authority is currently contracted with ComPsych who provides EAP services throughout the Country. The phone number is 1-800-272-7255. When calling to talk to a counselor, the employee must advise the receptionist that they are participants in the Florida Keys Aqueduct Authority's EAP, and give our Group I.D. number, which is: COM589.

Effective: 06/01/10

Section 14.4 EMPLOYEE OF THE QUARTER/EMPLOYEE OF THE YEAR

Each quarter the EOQ Committee, which is made up of Bargaining and Non-Bargaining

Employees, appointed by the Executive Director, meet to review nominations for Employee of the Quarter. All employees are eligible to make a nomination for Employee of the Quarter; however, no employee can nominate themselves. EOQ nominations must be in writing, must include reasons why the nominated employee deserves the award, and must be signed.

EOQ selection is based on:

- exceptional performance or achievement,
- daily performance,
- attitude,
- loyal service to FKAA,
- attendance,
- safety record,
- ability to work well with others,
- contributions to better customer service.

(These criteria are not all-encompassing but serve as a "springboard" for discussion and decision making by the Selection Committee.)

All nominations must be submitted in a sealed envelope labeled CONFIDENTIAL - NOMINATION ENCLOSED and sent to:

EOQ Selection Committee
Human Resources Department
Administration Building - Key West

All nominations will be opened by the Committee at their quarterly meeting.

The employee selected as Employee of the Quarter will receive either a \$250.00 check, less taxes, or a gift certificate from a business of their choice, plus a free day off during the ensuing 3 months, and a personal plaque. This Award is presented at an FKAA Board Meeting.

An Employee of the Year shall be chosen by the Committee from the four employees selected as Employee of the Quarter. The employee selected as Employee of the Year will receive a \$500.00 check, less taxes, or a gift certificate from a business of their choice, plus two days off during the ensuing 12 months, and a personal plaque. This award will be presented at the Annual Employee Meeting.

Effective: 01/01/05

Revised: 06/07/13, 12/13/2019

Section 14.5 EMPLOYEE PHYSICALS - NON-BARGAINING

FCAA provides a stipend to employees in non-bargaining positions for the expense incurred in obtaining a periodic physical examination.

Eligibility

All full-time, regular, non-probationary employees in a non-bargaining position who are 30 years of age or older are eligible to receive this stipend. The stipend will be paid to eligible employees in October of each year, as follows:

<u>Age</u>	<u>Annual Stipend Amount</u>
50+	\$750
40-49	\$375
30-39	\$250
less than 30	Not eligible

Board Adopted: 06/29/04

Administrative Revision: 10/01/16, 10/01/19, 10/01/23

Section 14.6 FLEXIBLE SPENDING ACCOUNT

The Authority offers Flexible Spending Accounts (FSAs) which allow you to set aside a certain amount of your paycheck through payroll deduction into an account before paying income taxes. During the year, you have access to the funds in this account for reimbursement of expenses you regularly pay such as health care and dependent care. This allows you to experience substantial tax savings and increase your spending power.

To be eligible to participate in this benefit, you must have successfully completed your "Probationary" employment period.

More information regarding the Flexible Spending Accounts can be obtained from the Human Resources Department.

Effective: 10/01/06

Revised: 12/13/2018

Section 14.7 FLORIDA RETIREMENT SYSTEM

As an FCAA employee, you have the option of enrolling in one of two retirement plans offered through the Florida Retirement System. The purpose of these plans is to provide you and your family income when you retire, become totally and permanently disabled, or die prior to retirement. You have eight months from your month of hire to decide if you want to enroll in the Pension Plan or Investment Plan. The FRS offers a one-time 2nd election

to transfer memberships between plans.

Employee Contributions

Effective July 1, 2011, all employees under the Florida Retirement System (FRS) must contribute 3% of their salary as retirement contributions; on a pre-tax basis, with the exception, of those employees enrolled in the Deferred Retirement Option Program (DROP) before August 1, 2011. These contributions are automatically deducted from the employee's pay. The FKAAs contribute the remainder of the total contribution.

Pension Plan

Enrolled prior to July 1, 2011

Employees become eligible for normal retirement after six years of service upon reaching age 62, or after 30 years of service with the FRS, regardless of age. Your average final compensation (AFC) at retirement is based on your 5 highest fiscal years of salary.

Enrolled on or after July 1, 2011

Employees become eligible for normal retirement after 8 years of service upon reaching age 65, or 33 years of service with the FRS regardless of age. Your average final compensation (AFC) at retirement is based on your 8 highest fiscal years of salary.

Investment Plan

Employees are vested in the plan after one year. You have the option to roll your funds over into another qualified plan upon retirement or termination.

2nd Election

If you are enrolled in the Pension Plan and want to transfer to the Investment plan, you must have 6 years of credit in the Pension Plan. If you transfer to the Pension Plan from the Investment Plan, you may have to pay an additional amount to get into the Pension Plan. You cannot transfer plans after you retire or terminate.

For further details, visit the Florida Retirement System's web site at www.myfrs.com.

Effective: 01/01/05 Revised: 07/01/11

Section 14.8 HEALTH, DENTAL, VISION AND LIFE INSURANCE - BARGAINING UNIT EMPLOYEES

You are covered by FKAAs' Medical, Dental, Vision and Life Insurance Coverage beginning on the first of the month following your hire date, unless your hire date is the first day of the month in which case coverage is effective immediately. Dental and Vision coverage will be available under the same criteria as the Medical and Life Insurance Coverage, unless the insurance company providing the coverage changes their enrollment period. These benefits are provided at no cost to you. You may also elect to cover your dependents by paying for the additional cost through payroll deduction.

Details of Medical, Dental, Vision and Life Insurance benefits are provided in a separate

booklet available in the Human Resources Department.

Retirement Health Insurance Benefit For All Bargaining Unit Employees:

All Tier I employees hired after June 30, 2004, and all other non-bargaining employees who retire under Florida State retirement system (FRS) and immediately begin receiving retirement benefits after retirement from employment will be afforded the opportunity to purchase insurance at cost (unsubsidized by FKAA) until they become Medicare eligible.

The Authority agrees to allow any retiree age 60 years or over, in good standing, with thirty (30) years of continuous service with the FKAA at the time of retirement, to remain in the group health plan until age 65, at the cost of eligible FRS Health Insurance Subsidy (HIS).

Established: 01/01/01

Effective: 01/01/05

Revised: 10/01/06, 10/01/19, 10/01/2025

Section 14.9 HEALTH, DENTAL, VISION AND LIFE INSURANCE - NON-BARGAINING EMPLOYEES

Non-Bargaining employees are covered by FKAA's Health, Dental, Vision and Life Insurance Coverage beginning on the first day of the month following their hire date, unless the hire date is the first day of the month in which case coverage is effective immediately. Dental and Vision coverage will be available under the same criteria as the Medical and Life Insurance Coverage unless the insurance company providing the coverage has more strict guidelines. These benefits are provided at no cost to the employee. The employee may also elect to cover their dependents by paying for the additional cost through payroll deduction.

Life Insurance will be provided, for Non-Bargaining Employees, at the following amounts:

Tier I	\$100,000.00
Tier II	\$ 75,000.00
Tier III	\$ 75,000.00

Retirement Life Insurance Benefit For all Non-Bargaining Employees Hired Prior to May 1, 2016:

Tier I	\$100,000.00
Tier II	\$ 75,000.00

There is No Retirement Life Insurance Benefit for any Non-Bargaining Employees Hired on or after May 1, 2016.

Details of Health, Dental, Vision and Life Insurance benefits are provided in a separate booklet available from the Human Resources Department.

Retirement Health Insurance Benefit For All Tier I Non-Bargaining Employees Hired on or Prior to June 30, 2004:

All Tier I employees hired on or prior to June 30, 2004, will retain their paid health insurance benefit upon retirement.

Retirement Health Insurance Benefit For All Tier I Non-Bargaining Employees Hired After June 30, 2004, and All Other Non-Bargaining Employees:

All Tier I employees hired after June 30, 2004, and all other non-bargaining employees who retire under Florida State retirement system (FRS) and immediately begin receiving retirement benefits after retirement from employment will be afforded the opportunity to purchase insurance at cost (unsubsidized by FKAA) until they become Medicare eligible.

The Authority agrees to allow any retiree age 60 years or over, in good standing, with thirty (30) years of continuous service with the FKAA at the time of retirement, to remain in the group health plan until age 65, at the cost of eligible FRS Health Insurance Subsidy (HIS).

Retirement Health Insurance Benefit For all Non-Bargaining Employees:

Non-Bargaining employees in Tier I, upon "normal" retirement, will receive a supplement for Health Insurance equal to \$10.00/month per years of service with the FKAA.

Non-Bargaining employees in Tier II, upon "normal" retirement, will receive a supplement for Health Insurance equal to \$5.00/month per years of service with the FKAA.

Non-Bargaining employees in Tier III, upon "normal" retirement, will be eligible to purchase FKAA Health Insurance at the current cost.

"Normal" Retirement for these benefits is defined by the Florida Retirement System guidelines based on your hire date.

Board Adopted: 06/29/04

Revised: 10/01/06, 10/01/13, 05/01/16, 03/02/2020, 10/01/2025

Section 14.10 FKAA TRAINING BENEFITS

The purpose of this policy is to establish guidelines for payment of job required, or job-related training expenses. This policy applies to all FKAA employees who are either required, by their job description, or it would be a substantial benefit to the FKAA, to have and maintain specific training, education and/or certification.

It is the policy of FKAA to pay for training, educational classes, and/or certification costs which are required per the employee's job description. (i.e. CEUs for Water and Wastewater licenses, Red Book Course, FDEP License, P.E. License, Professional Certification classes and exam costs, etc.) The FKAA also agrees to consider the payment for training which could be a substantial benefit to the Authority, even if it is not a requirement of the job description. The decision to approve the requested training benefit will be made by the Executive Director.

The Executive Assistant in each department will assist the employee in completing their paperwork for enrollment. The Executive Assistant will also prepare a check request or process the payment for the course through a company issued credit card to ensure consistent application of this policy. All requests for reimbursement of travel-related expenses must be made and itemized on an FKAA Travel and Training Expense Voucher.

In the case when an employee has failed, but has more time to obtain the training, education, or certification, that employee will be responsible for payment of all costs associated with the second or third attempt. Should the employee fail at any additional attempt(s), the employee will be responsible for repaying the Authority for all costs associated with the initial training, education, or certification.

Any employee who does not complete and/or pass the training, education, or certification, required by their job description, will be subject to transfer, demotion or termination and will be responsible for repaying the Authority for all costs associated with the training, education, or certification.

Any employee who voluntarily takes the training, education, or certification, and does not complete and/or pass the training, education, or certification, will be responsible for repaying the Authority for all costs associated with the training, education, or certification.

Any employee who voluntarily takes additional training, education, or certification, above and beyond the mandatory or required training described above, and completes and /or passes the training education or certification will be responsible for repaying the Authority for all cost associated with the training, education, or certification should the employee voluntarily terminate their employment with the Authority within two years of completing the voluntary training, education or certification. Examples of training subject to this policy include but are not limited to Wastewater Treatment Plant Operator Trainee training or Water Treatment Plant operator training.

This policy is not to be confused with the Authority's Tuition Refund Program, which addresses requested training as opposed to job required training.

Effective: 11/16/07 Revised: 11/30/09, 03/26/13, 10/01/2019, 3/12/2023

Section 14.11 LONGEVITY BONUS

All employees shall be entitled to longevity pay at the rate of \$60.00/year upon completion

of five years of service for each year of completed service. This payment will be implemented on the employee's anniversary date of employment.

Any employee retiring, under Florida Retirement System retirement guidelines, will receive a pro-rata share of their longevity pay if the retirement date differs from the anniversary date.

Established: 06/01/99

Effective: 01/01/05

Revised: 10/24/12, 10/01/2019

Section 14.12 PAYROLL DEDUCTIONS

The FCAA offers our employees the ability to deduct the cost of established benefits and/or charitable contributions through payroll deduction. The type of deductions available are Deferred Compensation deductions, Supplemental Insurance deductions, Voluntary Life Insurance deductions, Florida Prepaid deductions, Charitable deductions, Child Support and Wage Garnishment deductions.

Each of these deductions may have their own required form to complete. Please contact the Human Resources Department for more information on the deductions listed above.

Established: 05/01/99

Effective: 01/01/05

Revised: 10/01/06, 11/01/08, 02/09/11, 03/26/13, 10/01/14, 10/01/16, 02/08/18, 10/01/2019

Section 14.13 PREMIUM ONLY PLAN (SECTION 125)

Enrollment in the Premium Only Plan saves you tax dollars on the money you spend for dependent insurance premiums. If you pay for dependent insurance through payroll deduction you may elect to enroll in the P.O.P. during the open enrollment period. For more information regarding the Premium Only Plan call the Benefits and Risk Manager at 295-2211.

Effective: 01/01/05

Section 14.14 PROFESSIONAL/CIVIC MEMBERSHIP DUES **NON-BARGAINING UNIT**

Membership dues for professional and/or civic organizations, for management personnel, may be eligible for sponsorship upon approval from the Executive Director, per Florida Statute 216.345.

Professional Memberships:

- The membership must provide the FKAA with updated technical information, specifications, laws, rules, regulations, etc. on industry-related issues.
- The membership must offer the FKAA access to required training and certifications programs at reduced costs.
- The membership must provide technical/informational support on industry related issues.

Civic Memberships:

- The membership must clearly promote the FKAA with regards to community relations.
- The membership must offer benefits to the FKAA through local contacts thereby promoting communication between agencies, community, and businesses.

Departments Directors will submit requests to the Executive Director. All memberships will be reviewed on an annual basis to ensure benefits are being derived. Membership shall be limited to FKAA Staff who demonstrate active participation in the organization. Duplicate individual memberships will only be approved when offered as a package within the organizational membership.

Updated: 10/01/2022

Section 14.15 RELOCATION EXPENSE REIMBURSEMENT

The purpose of this policy is to identify and define relocation expenses for employees who either reside outside of the jurisdictional area of the Florida Keys Aqueduct Authority or who work for the Florida Keys Aqueduct Authority and are relocated in excess of 50 miles.

Department Directors may recommend to the Executive Director that a prospective employee or an employee transferring within the FKAA system be considered for relocation assistance. Should the Executive Director find that it is in the best interest of the Authority to grant relocation assistance, the hiring Director will recommend the amount to offer for relocation assistance along with the salary and hire date when they change the applicant's status to "make offer". The Human Resources Department shall prepare a recommendation for the amount to be approved by the Executive Director during the job offer approval workflow.

This policy will comply with existing Internal Revenue Codes, income tax regulations, and local taxing authority regulations, concerning the reporting of relocation expenditures deemed to be additional compensation paid an eligible employee, and the withholding of taxes.

Should an employee voluntarily leave the employ of the Authority within twelve (12) months from the effective date of hire or transfer, for any reason, the employee will be responsible for repaying the Authority on a pro-rata basis for all relocation assistance.

Effective: 01/01/05

Section 14.16 SAFETY AWARDS PROGRAM

All FCAA employees work as one team toward the common goal of avoiding accidents.

All regular employees who have been on the payroll from October 1st through September 30th of the current year are eligible to participate in this program.

The prize will be distributed by the Safety and Training Manager through general distribution no later than December 15th of each year.

Disqualifying Incidents:

1. All Workers' Compensation claims are counted as disqualifying events for purposes of the Safety Awards Program with the exception of poisonwood claims, dog/snake/insect bite claims and those associated with non-chargeable vehicle accidents.
2. All avoidable vehicle accidents are counted for purposes of the Safety Awards Program. Even if an accident is not an employee's fault, it still may be classified as avoidable if the employee fails to observe basic defensive driving techniques. These techniques are taken into account in the analysis of each vehicle accident.

Note: Any vehicle accident which is not reported immediately to a supervisor and/or the police will be deemed chargeable since the failure to report the accident prevents a thorough "on-the-spot" investigation.

Effective: 01/01/05

Revised: 10/01/12, 02/08/18, 10/01/2019

Section 14.17 SAFETY SUGGESTION RECOGNITION AWARD PROGRAM

Through the Florida Keys Aqueduct Authority's Safety Suggestion Recognition Awards Program, a \$100.00 Gift Certificate may be awarded each quarter for a safety suggestion that has been deemed to have reasonable merit as it pertains to the safety of our fellow employees.

Each safety suggestion will be judged on its reasonable merit:

1. The projected effectiveness for employee safety.
2. The cost feasibility as it pertains to the implementation as well as its administration.
3. The ease of implementation and administration.

The safety committee will review all suggestions submitted for that quarter at the Quarterly Safety Committee meeting. Following the discussion:

1. Each committee member will use a matrix on a scale of 1 - 10 for each of the above 3 reasonable merit criteria.
2. Each matrix will then be tallied for a total sum, (30 possible points).
3. The total sums from all committee members will then be tallied for each suggestion.
4. The safety suggestion/s with the most points will then be reviewed under the guidelines of reasonable merit for possible nomination of the Safety Recognition Award.

Please note: If no suggestions are considered to possess reasonable merit, no award will be given that quarter.

You may submit your safety suggestion for the committee's review by sending your suggestion in a sealed envelope marked "Safety Suggestion", to Safety, Security and Training Manager. Please date and include a short explanation of your suggestion, along with its reasonable merit.

Only one suggestion per employee per quarter may be submitted, although you may re-submit your suggestion each quarter for consideration.

If you have any questions, please contact the Safety, Security, and Training Manager.

Established: 05/01/99

Revised: 10/01/16, 02/08/18

Section 14.18 SENIOR MANAGEMENT SERVICE CLASS - FRS

FCAA Guidelines for Selection of Authorized Positions:

According to FRS Chapter 121 of Florida Statutes 121.055, Senior Management Service Class positions must meet the following criteria:

(b)1. Except as provided in subparagraph 2. Effective January 1, 1990, participation in the Senior Management Service Class shall be compulsory for the president of each community college, the manager of each participating city or county, and all appointed district school superintendents. Effective January 1, 1994, additional positions may be designated for inclusion in the Senior Management Service Class of the Florida Retirement System, provided that:

a. Positions to be included in the class shall be designated by the local agency employer. Notice of intent to designate positions for inclusion in the class shall be published once a week for 2 consecutive weeks in a newspaper of general circulation published in the county or counties affected, as provided in chapter 50.

b. Up to 10 non-elective full-time positions may be designated for each local agency employer reporting to the Department of Management Services; for local agencies with 100 or more regularly established positions, additional non-elective full-time positions may be designated, not to exceed 1 percent of the regularly established positions within the agency.

c. Each position added to the class must be a managerial or policymaking position filled by an employee who is not subject to continuing contract and serves at the pleasure of the local agency employer without civil service protection, and who:

(I) Heads an organizational unit; or

(II) Has responsibility to effect or recommend personnel, budget, expenditure, or policy decisions in their areas of responsibility.

The Florida Keys Aqueduct Authority is authorized to designate up to 12 positions for Senior Management Service Class; this is based upon the 10 authorized by section (b)1. b. above along with the additional 2 positions which represents 1% of non-elective full-time positions employed with the FCAA.

As Senior Management Service Class positions become available, the following criteria will be used by the Executive Director to determine which positions, meeting the State of Florida criteria, will be designated as Senior Management Service Class:

- The employee should be a Tier I position.
- The employee should have the responsibility to affect or recommend personnel, budget, expenditure, or policy decisions in their area of responsibility.
- The employee should hold a key staff position in the agency such as employees who serve as members of the Executive Director's Executive Committee.
- Designations must be approved by the Board of Directors.

Board Approved: 05/28/09, 10/01/2019.

Section 14.19 SERVICE AWARDS

To encourage you to plan a career with the FCAA, we recognize your contribution to the agency with a Service Awards Program. Awards are distributed beginning with the completion of five years and in five-year increments thereafter. We define "service" as time elapsed since your date of hire. Prior service with the Authority will not be added to your current "service" time.

Established: 05/01/99

Effective: 01/01/05

Revised: 10/01/16

Section 14.20 TRAVEL & BUSINESS EXPENSE POLICY

I. PURPOSE

To establish guidelines for expenses incurred in the course of Florida Keys Aqueduct Authority (FKAA) business, pursuant to Chapter 112.061 of the Florida Statutes and procedures for reimbursement of those expenses.

II. SCOPE

This policy applies to all FKAA employees and authorized persons (consultants, contractors, etc.,) doing business with FKAA and seeking reimbursement for expenses.

III. GENERAL

It is the policy of FKAA to reimburse employees and authorized persons for travel expenses which include meals, lodging, transportation, and other expenses (taxi fare, shuttle service, tolls, parking fees, communication costs) in connection with approved activities at the rate of one hundred dollars per diem; or if actual expenses exceed \$100, the amounts permitted for meals (refer to Section IV), plus actual expenses, i.e., lodging, transportation, and other expenses.

If an employee is assigned to work outside their service area (area and/or office where employee reports to, or if in the field where the majority of work is performed or area so designated by the agency as outlined on page two) cannot return to their service area for the meal or is required to be away from the employee's service area overnight, the employee will be reimbursed "per diem, meals and expenses" at the maximum permitted pursuant to the Travel and Business Expense Policy.

Travelers (employees and authorized persons) who seek reimbursement are not to make commitments to travel or to incur travel expenses without first obtaining appropriate approvals. All travel expenses must be supported by receipts which indicate the amount paid and the date, **and must be supported by an executed voucher for reimbursement (FKAA Form 50).**

IV. MEALS

Reimbursement shall be as provided in this section for meals in accordance with the following schedule:

A. BUSINESS TRAVEL FOR FLORIDA KEYS AQUEDUCT AUTHORITY:

Breakfast - \$15.00 (when travel begins before 6 a.m. and extends beyond 8 a.m.)

Lunch - \$20.00 (when travel begins before 12 noon and extends beyond 2 p.m.)

Dinner - \$25.00 (when travel begins before 6 p.m. and extends beyond 8 p.m.)

No allowance shall be made for meals when travel is confined to the traveler's service area. Travel destinations will be compared to a facilities and vicinity map prepared by FCAA management to determine eligibility of meal(s) reimbursement as outlined below:

Base Location	FCAA Service Areas
Key West Plant (MM 0)	Key West to 7-Mile Bridge (MM 47)
K.W. Administration Building (MM 0)	Key West to 7-Mile Bridge (MM 47)
Stock Island Pump Station (MM 4)	Key West to 7-Mile Bridge (MM 47)
Desal/R.O. Plant (MM 5)	Key West to 7-Mile Bridge (MM 47)
Ramrod Pump Station (MM 27)	Key West to 7-Mile Bridge (MM 47)
Marathon - All Areas (MM 49)	Boca Chica (MM 6) to Tavernier Creek (MM 91)
Long Key Pump Station (MM70)	Niles Channel (MM 26) to Jewfish Creek (MM 107)
Islamorada Site (MM 82)	Bahia Honda (MM 35) to C-111 Canal (MM 116)
Tavernier Customer Service (MM 91)	Vaca Cut (MM 53) to Florida City (MM 130)
Rock Harbor (MM 96)	Vaca Cut (MM 53) to Florida City (MM 130)
Key Largo Maintenance (MM 100)	Vaca Cut (MM 53) to Florida City (MM 130)
Key Largo Pump Station (MM 106)	Vaca Cut (MM 53) to Florida City (MM 130)
Ocean Reef (MM 106 + 15 Miles)	Lignumvitae (MM 78) to Florida City (MM 130)
Florida City (MM 130)	Florida City (MM 130) to Whale Harbor (MM 84)

No one, whether traveling out of state or in state, shall be reimbursed for any meal or lodging included in a convention or conference registration fee paid by the Authority. All consultants will be paid in accordance with the per diem rate as outlined in section A, if they request reimbursement.

Definitions:

- "Travel Day" means a period of 24 hours consisting of four quarters of 6 hours each.
- "Travel Period" means a period of time between the time of departure and the time of return.
- "Class A" travel means continuous travel of 24 hours or more away from an employee's base location.
- "Class B" travel means continuous travel of less than 24 hours which involves an overnight absence from the employee's base location.
- "Class C" travel means travel for short or day trips where the traveler is not away from his/her base location overnight. Per Internal Revenue Code Section 162(a)(2) "Class C" meal allowance must be reported as wages or other compensation and are subject to withholding and other employment taxes.
- "Base Location" means the building or site in which the employee performs his/her job duties or in which he/she has been assigned an office or workspace.

V. LODGING

Lodging should be secured (if possible) on a tax-exempt basis by making reservations and paying in advance with a FKAA check and/or credit card. Authorized persons doing business with FKAA should contact their FKAA representative who will make the reservation at a hotel with the most economical room rate, and arrange for the hotel to direct bill FKAA. In those cases where the authorized person would prefer other accommodations, the FKAA would reimburse up to the lowest typical room rate.

VI. TRANSPORTATION

All travel must be by a usually traveled route. In case a person travels by an indirect route for his/her convenience, any extra costs shall be borne by the traveler; and reimbursement for expenses shall be based only on such charges as would have been incurred by a usually traveled route. FKAA will designate the most economical method of travel for each trip considering the following factors: the nature of the business, the most efficient and economical means of travel, the number of persons making the trip and the amount of equipment or material to be transported. Other factors may include consideration for extending the stay (on weekends) if less expensive rates of travel can be obtained.

A. Air Travel

When traveling by commercial airline, accommodations are to be economy class. Cost of upgrades will be at the traveler's personal expense. Airline tickets should be purchased in advance (if possible) to obtain the least expensive rates.

B. Automobile

Employees are to use pool vehicles if available for travel to conduct official business. If pool vehicles are unavailable, then privately owned vehicles may be used upon obtaining the appropriate approval and the employee is entitled to mileage reimbursement at the IRS rate which is subject to change. All mileage shall be shown from the point of origin to the point of destination and when possible, shall be computed on the basis of the current map of the Department of Transportation. If a traveler claims mileage, then fuel costs are not considered reimbursable expenses.

Insurance coverage shall not be purchased when obtaining a rental vehicle as it is covered by the Authority's Vehicle Insurance Policy. Questions regarding the F.K.A.A.'s insurance requirements should be directed to the Benefits and Insurance Administrator.

The use of rental cars are permissible only if prior approval is obtained and provided that they are of the "mid class" variety. Car rental upgrades are generally not reimbursable and will be the responsibility of the traveler. The cost of fuel is also reimbursable provided that the rental car is refueled prior to its return.

VII. OTHER REIMBURSABLE EXPENSES

A. Parking and Toll Charges

Necessary and reasonable parking and toll charges are allowable travel expenses and reimbursable.

B. Supplies

Travelers can request reimbursement for materials and supplies purchased in the conduct of FKAA official business provided that a receipt indicating the purpose, amount and date of purchase is attached.

VIII. NON-REIMBURSABLE EXPENSES

Non-reimbursable expenses are considered personal expenses and not reimbursable. Charges for alcoholic beverages (including mini-bar alcoholic beverages) are not permitted. Other personal expenses such as laundry or dry-cleaning service charges, in-house movies, personal telephone calls, and personal entertainment (including sports events), etc., will not be reimbursed and should be deducted by the traveler.

Also, miscellaneous expenses such as baby-sitting, clothing or toiletry items, parking tickets or traffic violations, souvenirs or personal gifts, etc., are also not reimbursable.

IX. VOUCHER FOR REIMBURSEMENT

Employees, and authorized persons must complete a Voucher For Reimbursement of Traveling Expenses (FKAA Form 50) for all travel expenses. All documentation including receipts must be attached to the voucher including but not limited to Purchasing Card charges, all prepaid expenses via purchase orders or other legal tender to document and certify that expenses were actually incurred as necessary traveling expenses in the performance of FKAA official business. The Voucher

Effective: 01/01/05 Revised: 05/01/06, 06/15/06, 11/01/08, 10/20/09, 11/22/11, 10/01/16, 10/01/2019, 06/03/2024

Section 14.21 TUITION REFUND PROGRAM

The goal of this program is to encourage employees to pursue educational programs which will expand the employee's skills and knowledge. The following is an outline of the Tuition Refund Program:

To be eligible for tuition reimbursement the employee must be a full-time, regular employee who has completed one (1) full year of service with the Authority.

Any course given by a recognized accredited educational institution, approved correspondence course, on-line course, or approved training course which is directly related to the employee's present work or future work. Elective courses for degree seeking students will be approved based on individual needs associated with the degree. Reimbursement cost will be based on in-state Florida tuition rate.

Approval must be given by the employees' chain of command, up through their respective Deputy Executive Director and/or Executive Director. Master's degree requires approval by the Board of Directors. The FKAA will provide reimbursement for tuition, books and other fees charged by the institution as follows:

Accredited Course Work:

When an employee is taking college level courses and is not "degree seeking" the maximum

allowed fiscal year reimbursement is \$2,000.00. The employee must successfully complete the course and present a document of completion. If grades are given, a grade of A or B must be achieved for 100% reimbursement, or a grade of C must be achieved for 50% reimbursement.

Degree Seeking: Associate Degree

The maximum allowed reimbursement per employee in an associate degree seeking program is \$5,600.00, not to exceed \$2,800.00 per fiscal year (subject to annual adjustment). Successful completion of the course and presentation of document of completion. If grades are given, a grade of A or B must be achieved for 100% reimbursement, or a grade of C must be achieved for 50% reimbursement.

Degree Seeking: Bachelor's Degree

The maximum allowable reimbursement per employee in a bachelor's degree seeking program is \$14,000.00, not to exceed \$6,300.00, per fiscal year (subject to annual adjustment). Successful completion of the course and presentation of a document of completion is required. If grades are given, a grade of A or B must be achieved for 100% reimbursement, or a grade of C must be achieved for 50% reimbursement.

Degree Seeking: Master's Degree

Full or Partial Reimbursement for expenses incurred relative to the acquisition of a master's degree will be individually considered by the Board of Directors on its merits. Minimum requirements for consideration: The Employee must demonstrate a direct and substantive benefit to the FCAA by their acquisition of a master's degree. The maximum allowable reimbursement per employee in a master's degree seeking program is \$25,000.00. Successful completion of the course and presentation of a document of completion is required. Successful completion of the course and presentation of certificate of completion, and if grades are given, a grade of A or B must be achieved.

The following procedures must be followed to be eligible for reimbursement under this policy:

Application for approval of tuition under this program must be made and approved prior to enrollment in the course or courses to be studied. The application form should be completed by the employee requesting a tuition refund and submitted through their chain of command for final approval by their respective Deputy Executive Director and/or Executive Director prior to the start of the course.

For degree seeking employees, application for approval of tuition refund for this program must be made and approved as part of the Authority's annual budget preparation process (which requires submission to the employee's Department Director by March 1st prior to the start of the fiscal year). The employee will be notified of approval or disapproval by return copy of this form, after sign-off by all parties.

Employees must pay costs for tuition, books, fees, etc. directly to the educational institution. Upon successful completion of the approved course, the employee shall submit an email to

the Director of Human Resources requesting reimbursement of authorized costs.

The employee must provide copies of receipts for all course-related expenditures (tuition, books, fees, etc.) for which reimbursement is being requested. The receipts must be photographed or scanned, and the electronic file attached to the email from the employee requesting reimbursement.

The employee must provide evidence of successful completion of the course, including proof of grade earned in the course if applicable.

Requests for reimbursement must be submitted, in writing, within thirty (30) days after completion of the course. Requests submitted after thirty (30) days from completion may not be considered unless otherwise justified.

Termination of Employment/Repayment

Should an employee, who has received reimbursement for tuition expenses, voluntarily or involuntarily leave, prior to the expiration of the below time periods, all funds for tuition and books must be reimbursed up to the full cost paid on their behalf by the Authority according to the following:

- | | |
|--|---------|
| • Associates and Accredited Course work: | 2 Years |
| • Bachelor's Degree: | 3 Years |
| • Master's Degree: | 4 Years |

Board Approved: July 17, 2002, for Non-Bargaining Employees; August 21, 2003, for Bargaining Unit Employees

Revised by Board Directive: 12/16/04

Revised: 10/01/12, 03/22/13, 10/01/16, 10/01/2019

Revised by Board of Directive: 05/24/2022

Section 14.22 WAIVER OF DEPOSIT

As an employee of the FKAA, you may have the deposit requirement for water service to your residence waived by the FKAA. Only one waiver per employee is permitted. See Customer Service to obtain a refund of deposit if you already have an account or to establish an account without a deposit. Should you terminate employment with the FKAA, the then current deposit amount will be deducted from your last paycheck.

Established: 05/01/99

Effective: 01/01/05

Section 14.23 WELLNESS BONUS

In order to encourage employee wellness, the following program will be instituted. A

Wellness Committee will be established and made up of Bargaining Unit and Non-Bargaining Employees. The Wellness Committee will recommend to Management the best means of promoting wellness, for every employee, including the nature of the wellness activities and the type of incentive or bonus for the employee's individual wellness efforts.

Established: 10/01/13 Revised: 10/01/2019

MISCELLANEOUS

Section 15.1 DRESS AND APPEARANCE

The appearance of all FKAA employees directly affects the public perception of the Authority. Because the Authority is concerned about public perception and believes it is important to display a positive, professional image the following guidelines have been established for our employees:

1. All employees are expected to be neat, clean and well-groomed during working hours.
 2. All employees assigned to any FKAA Office Facility must wear clothing which is appropriate for business. Halters, "crop tops" and shorts are not acceptable attire for the above-mentioned buildings.
 3. All field employees are required to wear a uniform provided by FKAA. (See Uniform Guidelines below for more details.) This also includes office employees who are required to occasionally work in the Field.
 4. Field personnel may wear a hat, issued by the FKAA, as stipulated in the Uniform Policy.
 5. For safety reasons, field employees must wear closed shoes. In addition, shirts may not be removed during working hours.
 6. Any employee reporting to work in clothing not suitable for work will be counseled and sent home without pay. An employee who wears inappropriate clothing to work after being placed on notice is subject to disciplinary action.
 7. I.D. cards should be available for all employees required to work on any of the military bases in the Lower Keys.
- Each Supervisor will enforce the dress code as specified above for their individual area.

Bargaining Unit Employee's Uniform Guidelines

The Authority will identify which employees will be required to wear a uniform that may include a shirt, pants, and a hat. Required uniforms will be provided by the Authority; and shall be worn at all times during assigned work hours.

The Authority will also identify which employees are required to wear safety footwear as required by OSHA regulations. Beginning October 1, 2025, and every year thereafter, during the term of the current contract ending September 30, 2028, the FKAA will provide a safety footwear replacement stipend for all bargaining union members at no cost to the employee up to an amount of no less than \$350.00 annually for each eligible bargaining unit employee. A minimum of \$175.00 of the total safety stipend must be spent with a footwear supplier

selected by FKAA. After the selection and receipt of at least one pair of safety footwear by the bargaining unit employee pursuant to this section, any balance remaining over \$175.00 shall be provided by FKAA directly to the bargaining unit employee for additional safety footwear purchases throughout the year. Employees may submit a request to the FKAA to obtain a waiver of the supplier requirement to receive an orthopedic safety boot supplied by a valid receipt from a doctor.

The CWA insignia may be placed on the sleeve of a Union Member's uniform, at the Union's expense.

Employees will be personally responsible for laundering and caring for their uniforms. Damaged uniforms will be evaluated on a case-by-case basis to determine if the uniform needs to be replaced. Lost or stolen uniforms will not be replaced by the Authority. Uniform shirts and hats that are no longer wearable will need to have the FKAA logo removed and be disposed of properly, by the employee's immediate manager or supervisor.

Uniform shirts and hats are required to be returned upon resignation or termination. It will be the responsibility of the immediate manager or supervisor to remove the FKAA logo and dispose of the shirts/hats properly, and to update their employee's "Company Property" page in the HR System. Former employees are forbidden from wearing any part of the uniform that may imply that they are still in the employ of the Authority.

Non-Bargaining Employee's Uniform Guidelines

The purchase of uniforms, for all tiers of non-bargaining employees, are subject to budget constraints each year.

All non-bargaining field personnel, including Water and Wastewater Operations Supervisors, Contract Field Representatives, Construction Crew Supervisor, C.S. Field Supervisors, Instrumentation & Control Specialists, Production & Transmission Maintenance Supervisor, Electrical/Instrumentation/Control Manager, and the Electronics/Electrical Systems Specialist will be **required to wear** the FKAA uniform shirt. The uniform shirt for the Non-Bargaining Employees is a polo styled shirt with the FKAA logo, or any other style shirt approved by the Authority.

As an additional benefit for all other non-bargaining employees not mentioned above, the Authority will provide optional uniform shirts to be worn as per the following guidelines. The replacement of these shirts will be handled as described in the Bargaining Unit Employee Uniform Guidelines.

Tier III

Employees will receive up to five (5) uniform shirts. Employees are authorized to wear logo shirts any workday of the week. The shirts may be worn with pants, slacks, jeans, or skirts

that are casual/professional and are appropriate for work.

Tier I and Tier II

Employees will receive two (2) uniform shirts. Employees are authorized to wear logo shirts any workday of the week. The shirts may be worn with pants, slacks, jeans, or skirts that are casual/professional and are appropriate for work.

These shirts are provided to offer casual, semi-uniform attire; however, all employees are still expected to present a professional appearance.

Effective 01/01/05

Revised: 10/01/06, 11/01/08, 10/20/09, 12/05/11, 02/04/13, 10/01/13, 10/01/16, 10/01/2019, 10/01/2022, 10/01/2025pro

Section 15.2 EVALUATION OF UPDATED JOB DESCRIPTIONS

This policy establishes general guidelines to be used in the evaluation and ranking of all updated job descriptions. The policy and procedures apply to all bargaining and non-bargaining positions.

It is the policy of the Florida Keys Aqueduct Authority to maintain a job evaluation and ranking system that provides competitive pay ranges with different rates of pay for specific levels of responsibility, experience, skills, and knowledge. The job evaluation system shall provide a fair and equitable method for preparing and updating job descriptions and assigning jobs to pay ranges.

Significant changes in the duties and level of responsibility of a position may indicate the need to update the job description, re-evaluate the position and then rank the position. However, changes in specific job duties due to changes in processes or procedures do not generally merit a re-evaluation. The following criteria should be met when examining the change in duties, requirements and/or responsibilities to merit a re-evaluation:

- It is a permanent change in duties and not a special project or short-term assignment.
- The addition, deletion, or change affects a duty or duties that constitute a significant portion of their essential function of the job description.
- The addition, deletion, or change of duties, represents a variety of tasks, i.e., additional duties and responsibilities and not just an increase in the volume of work assigned.
- The duty which is added, deleted, or changed is substantially different in level and type from the balance of the job duties so that it seems reasonable that the change in that one duty would affect the evaluation of the job. Examples include changes, additions and/or deletions in qualifications, i.e., supervisory duties, educational requirements, years of experience requirements, etc.
- Changes, additions and/or deletions in job duties, i.e., fiscal (budgetary) responsibilities, essential functions, complexity of required tasks, technical requirements, etc.

When the major duties are substantially increased or decreased using criteria as defined above, the Department Director will follow the procedures below:

1. Department Director will meet with the Executive Director to discuss the proposed revisions. If agreeable, the Executive Director will direct the Department Director to complete the "Job Assessment Tool (JAT)" (request from H.R. Department) for the position in question and attach the "current" job description prepared with "Track Changes" feature in MSWord which depicts all changes to the document.
2. The Executive Director will review the JAT to see if it meets criteria for re-evaluation and may request assistance from the Director of Human Resources for final determination.
3. If re-evaluation of the position is warranted the Executive Director will direct the Director of Human Resources to forward the updated job description to the current compensation consultant for professional evaluation and subsequent ranking and grading.
4. When the Director of Human Resources receives the completed task from the compensation consultant a written statement of the outcome of the ranking will be prepared to be signed off by the Department Director and approved by the Executive Director.
5. If the Department Director does not agree with the ranking, they must indicate their concerns in writing to the Executive Director for their input and decision.
6. The Executive Director will make the final decision on the ranking of the position in question.

Revised: 10/20/09, 02/04/13, 10/01/16, 04/17/2020

Section 15.3 EXIT INTERVIEW

In a continuous effort to improve efficiency and working conditions, FKAA provides exiting employees the opportunity to submit productive recommendationsthrough its Exit Interview process. Exiting employees can find a copy of the latest version of the Exit Interview on the Human Resources Department's SharePoint page. Exiting employees may complete and submit to the Human Resources Department on or before their last day.

In addition to completing an Exit Interview, you will be required to return all FKAA property before you receive your final check(s).

Effective: 01/01/05, 10/01/2019

Section 15.4 LIGHT DUTY GUIDELINES

The FKAA will review each "light duty" case on an individual basis along with determining if there is any "light duty" work available at the time of the request. The procedures listed below must be followed to assure that all requests are considered in a similar manner.

Any Supervisor, Manager or Director who has an employee requesting or requiring "light duty" work, due to a medical condition, must follow the procedures outlined below, prior to authorizing any "light duty" work:

1. The request for "light duty" work must be in writing and include a signed, FKAA Doctor's Note which includes all restrictions, the prognosis, and anticipated duration of the "light duty" work.
2. The immediate supervisor, in communication with their chain of command, must identify whether "light duty" work is available at the time and establish the duration for which the FKAA can accommodate light duty.
3. The Department Director and the Director of Human Resources must be notified, by the immediate supervisor, of the employee's request for "light duty" and copied with relevant documents for such a request.
4. The Department Director will approve or disapprove "light duty" work as requested for a period not to exceed twelve (12) weeks.
5. If the Department Director does not have light duty available, then any requests should be directed to the Director of Human Resources who may solicit requests for "light duty" work from the other departments.
6. The Executive Director must approve "light duty" assignments which exceed twelve (12) weeks.

If an employee is authorized to perform "light duty" work, they must provide their immediate supervisor with updated FKAA Doctor's Notes throughout their light duty assignment and upon their release for full and regular duty.

"Light Duty" work is not guaranteed. It may or may not be available when an employee makes a request for "light duty." Each request will be handled on an individual basis depending on the availability of "light duty" work at the time of the request.

Effective: 02/10/09

Revised: 10/20/09, 02/04/13, 01/13/2020

Section 15.5 PRIVACY OF PERSONNEL RECORDS

FKAA recognizes and respects the privacy of its employees. However, as a public agency, FKAA must comply with the Public Records Act. If anyone requests information from an employee's personnel file, the FKAA must comply; however, the Human Resources Department will attempt to contact the employee to advise them of such an occurrence.

Effective 01/01/05,10/01/2019

EXHIBITS

EXHIBIT "A"

Section 16.1 DOCTOR'S CERTIFICATE

FLORIDA KEYS AQUEDUCT AUTHORITY

Name of Employee: _____

Job Title: _____

Date of Visit: _____

Prognosis: _____

Expected date of return to work: _____

Restrictions on ability to perform full duty: _____

Doctor's or Clinic Name: _____

Doctor or Clinic Address: _____

Doctor's Signature

Established: 05/01/99

Effective: 01/01/05

International Brotherhood of Electrical Workers Local 1990



Utility Board of the City of Key West Florida
Keys Energy Services

May 1, 2024 – April 30, 2027

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INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
PREAMBLE

THIS AGREEMENT, entered into this **27TH day of March, 2024** between the Utility Board of the City of Key West, hereinafter referred to as Keys Energy Services (KEYS) and Local Union 1990 of the International Brotherhood of Electrical Workers, AFL-CIO, hereinafter referred to as the Union, representing employees in the bargaining unit, hereinafter referred to as employee, or employees; and in consideration of the premises herein contained, it is mutually agreed that:

ARTICLE 1
PURPOSE

- 1.1 This Agreement is designed to provide the framework for orderly collective bargaining relations, to secure prompt and equitable disposition of grievances, to establish wages, hours and other working conditions, to maintain a harmonious relationship between KEYS and the Union and to prevent strikes and lockouts.
- 1.2 All employees covered by this agreement shall have the right to join or not to join the Union. Neither KEYS nor the Union, its members or agents shall interfere with, restrain, or coerce employees into membership, or because of membership in the Union. The Union further agrees that neither it nor its members will engage in Union activities on KEYS' time except as hereinafter expressly provided.
- 1.3 The Union agrees that its members will at all times, individually and collectively perform efficient work and put forth their best efforts toward obtaining the lowest possible operating cost to protect the properties and serve the best interest of KEYS.
- 1.4 Employees working within the classifications listed in EXHIBIT "A" will normally perform all of the work usually performed by employees so classified, except, however, when it becomes necessary, employees may, if qualified or trainable, be required to perform duties of another classification.

ARTICLE 2
RECOGNITION AND REPRESENTATION

- 2.1 KEYS recognizes the rights of its employees to bargain collectively through representatives of their choosing. KEYS recognizes the Union as the exclusive collective bargaining agent for all employees of KEYS working in the classifications listed in EXHIBIT "A" attached hereto.

KEYS agrees to meet with the Union and bargain collectively in the determination of the rates of pay, hours of work, and all other terms and conditions of employment for employees within the bargaining unit, upon the third anniversary of this Agreement.

ARTICLE 3
MANAGEMENT RIGHTS

- 3.1 The Union and its members recognize and agree that the Employer has the sole and exclusive right to manage and direct any and all of its operations. Accordingly, unless otherwise provided herein, the Employer specifically, but not by way of limitation, reserves the sole and exclusive right to:
- (a) decide the scope of service to be performed and the method of service;
 - (b) hire (including the right to refrain from hiring) and/or otherwise determine the criteria and standards of selection for employment;
 - (c) fire, demote, suspend or otherwise discipline for just cause;
 - (d) promote and/or otherwise establish a fair criteria and/or procedure for promotions within and without the bargaining unit, subject only to contrary provisions contained in this Agreement covering the issue of promotion;
 - (e) transfer employees from location to location and from time to time;
 - (f) layoff and/or relieve employees from duty due to lack of work or for a legitimate reason;
 - (g) rehire employees;
 - (h) determine the starting and quitting time(s) and the number of hours and shifts to be worked including the need for overtime work, subject only to contrary provisions in this Agreement;
 - (i) determine the allocation and content of job classifications;
 - (j) assign and/or reassign employees;
 - (k) formulate and/or amend job descriptions;
 - (l) merge, consolidate, expand, curtail or discontinue operations, temporarily or permanently, in whole or in part, whenever, in the sole discretion of the Employer when a good business judgment makes such curtailment or discontinuance advisable;
 - (m) contract and/or subcontract any existing or future work for any reason, provided the same does not have the effect of abolishing jobs, causing layoffs, or does not affect the base pay earnings of the present employees;
 - (n) expand, reduce, alter, combine, assign or cease any job;
 - (o) determine whether and to what extent the work in its operation shall be performed by employees covered by this Agreement;

ARTICLE 3 (Continued)
MANAGEMENT RIGHTS

- (p) control the use of equipment and property of the Employer;
 - (q) determine the number, location, and operation of headquarters, annexes, plants, substations and/or divisions thereof;
 - (r) schedule and assign the work to the employees and determine the size and composition of the work force;
 - (s) determine the services to be provided to the public, and the maintenance procedures, materials, facilities, and equipment to be used, and to introduce new or improved services, maintenance procedures, materials, facilities and equipment;
 - (t) take whatever action may be necessary to carry out the mission and responsibility of the Employer, in unusual and/or emergency situations;
 - (u) formulate, amend, revise and implement policies, procedures, rules and regulations;
 - (v) establish, amend, revise and implement any programs and/or procedures;
 - (w) require employees to observe and obey the Employer's policies, procedures, rules and regulations.
- 3.2 The above rights of the Employer are not all-inclusive but indicate the type of matters or rights, which belong to and are inherent to the Employer in its general capacity as management. Any of the rights, powers, and authority that the Employer had prior to entering into this collective bargaining agreement are retained by the Employer, except as specifically abridged, delegated, granted or modified by this Agreement.
- 3.3 If the Employer fails to exercise any one or more of the above functions from time to time, this will not be deemed a waiver of the Employer's right to exercise any or all of such functions.
- 3.4 The foregoing rights of management are subject to the applicable terms of this Agreement and will not be exercised in an arbitrary or capricious manner.
- 3.5 All rights of management not expressly and specifically limited by this Agreement are hereby reserved exclusively to KEYS and are not to be subject to arbitration.

ARTICLE 3 (Continued)
MANAGEMENT RIGHTS

- 3.6 Each newly hired employee shall be considered a probationary employee until he/she has completed six (6) months of continuous employment with KEYS and will not be covered by the terms of this Agreement except those in Articles 5, 6, 7, 8, 9, 10.1, 10.2, 10.5, 10.14, 11, 12.1, 12.2, 12.4, 12.6, 13, 14, 15, 19, 20.1, 20.2, 20.3 (a), 20.3 (c), 20.4, 23, 24, 26, 32, 33, 35, and 38. Except the termination of such employees will not be subject to the arbitration provision of Article 22. During the probationary period, his/her retention as an employee is solely at the discretion of KEYS, but upon the completion of the probationary period, the employee shall be considered as a regular employee and subject to all the provisions of this Agreement. Employees in their new hire probationary period shall accrue sick and vacation leave from the date of hire but shall not be eligible to use any sick leave or to use or receive any form of compensation for any vacation leave until the newly hired employee becomes a regular employee.

ARTICLE 4
SCOPE OF AGREEMENT

- 4.1 This Agreement shall apply to and cover all employees working in the Departments and classifications listed in EXHIBIT "A". It is agreed that all negotiable matters to be proper subjects for collective bargaining between KEYS and the Union are included in this Agreement, including any extension of its terms. No further or other matters pertaining to rates of pay, wages, hours, or other working conditions whether or not covered by this Agreement shall be subject to further negotiations, except that it may be amended at any time, as provided for in Article 29.1.
- 4.2 Should any provisions of this Agreement, or any part thereof, be rendered or declared invalid by reason of any existing or subsequently enacted legislation - - either Federal, State and/or Local - or by any decree of a court of competent jurisdiction, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties will meet within thirty (30) days in order to negotiate a successor provision.
- 4.3 The Non-Contributory Group Retirement Plan and Group Insurance Plan covering bargaining unit employees are subject to change through collective bargaining. Employees hired on or after June 1, 2010 will receive the same baseline assumptions and methods except that their 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. However, it is agreed and understood that no change to and/or disputes over the application of said plan is subject to the grievance/arbitration provisions of this Agreement.

ARTICLE 5
CHECK OFF: AUTHORIZATION AND ASSIGNMENT

- ~~5.1 — Upon receipt of a lawfully executed written authorization from an employee within the bargaining unit, KEYS agrees to deduct the regular dues of the Union for such employee from his/her pay once per month and remit such deduction to the duly elected Financial Secretary of Local 1990, within ten (10) days from the date of deduction. The Union will notify management in writing fifteen (15) days prior to any change in the regular dues structure. It is understood that an employee may revoke the authorization for dues deduction at any time by giving thirty (30) days written notice to the Union and KEYS.~~
- ~~5.2 — The Employer's remittance shall be deemed correct if the Union does not give written notice to the Employer within two (2) calendar weeks after said remittance is received on its behalf, with reasons stated therefore that the remittance is incorrect.~~
- ~~5.3 — The executing and delivering of such deduction and assignment authorization shall not be a condition of employment and the parties agree there shall be no coercion or discrimination against any employee for having signed or not having signed such authorization form.~~
- ~~5.4 — Provisions of the foregoing paragraphs are subject to the terms and conditions in the form of assignments hereinafter set forth.~~
- ~~5.5 — The form of such authorization shall be as follows: KEYS' Payroll Deduction Authorization form.~~
- ~~5.6 — In consideration of KEYS Agreement for the check off of Union dues in accordance with the foregoing provisions, the Union will indemnify, defend and hold KEYS harmless against any and all claims (including expenses, court costs, settlements and/or judgments) of any kind made against KEYS on account of the administration of this Article.~~
- 5.1 KEYS and the Union agree that Articles 5.1 – 5.6, above, have been nullified by the passage of Chapter 2023-35 Laws of Florida., Senate Bill 256 (SB 256), which became law on July 1, 2023, and modified the Public Employees Relations Act (PERC) to statutorily prohibit KEYS from collecting Union dues via salary deduction from civilian bargaining unit members. Accordingly, Articles 5.1 – 5.6 shall remain stricken through until a definitive and controlling court ruling, and/or further specific guidance from PERC related to this new law, renders or declares the dues deductions mandates imposed under SB 256 to be invalid.
- 5.2 The Union shall provide KEYS' Human Resources Director or equivalent with an updated list of current dues paying members upon request.

ARTICLE 6
GENERAL WORKING CONDITIONS

- 6.1 Except in emergencies employees will not be required to work in the rain, but if working, protective rain clothing will be furnished. Employees shall be compensated for any lost time during regular working hours on account of inclement weather. It is acknowledged that KEYS has the right to assign employees to other duties not necessarily in their job classification during inclement weather.
- 6.2 KEYS will continue to furnish such tools, equipment and protective clothing as it furnished immediately prior to recognition of the Union. When due to wear or breakage, a tool, clothing, or piece of equipment is no longer safe in the judgment of the employee or his/her Supervisor, the item will be replaced by KEYS.
- (a) Protective clothing will be furnished to employees required to work on oil spill cleanup. If not furnished, personal clothing damaged by oil shall be replaced by KEYS.
 - (b) KEYS will pay for prescription safety glasses when an employee is working in an area requiring safety glasses. KEYS will pay for the glasses (lenses and frames), but KEYS will not pay for the prescription or eye exam. The lenses and frames must be approved by the Department Director. The employer agrees to replace or pay the cost of repairing an employee's prescription eye glasses excluding contact lenses, 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.
 - (c) KEYS agree to provide safety shoes for those employees who are in job classifications that are required by O.S.H.A. regulations. KEYS will not provide more than one (1) pair of shoes per employee per year. With the exception that the employee's safety shoes are damaged due to work related conditions. KEYS' Department Director will determine if employee's safety shoes need to be replaced by KEYS.
- 6.3 For three-shift or 12-hour shift employees, and upon prior approval by the Department Director or Supervisor, employees of the same classification working regularly scheduled hours may exchange hours of work within the work week with one another, provided no overtime is created by such exchange. An employee who agrees to such an exchange of hours and who fails to perform the "exchanged work" will be docked the hours not worked and will also be subject to disciplinary action.
- 6.4 As soon as practicable 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

ARTICLE 6 (Continued)
GENERAL WORKING CONDITIONS

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.

- 6.5 Two (2) employees will be assigned when unloading fuel at the Power Plants between the hours of 4:00 p.m. and 7:30 a.m. While the unloading of fuel or barge pumping is the responsibility of the Generation Department's total Operations Section. It is also agreed that any other qualified persons in other sections may be used when necessary.

ARTICLE 7
HOURS OF WORK AND OVERTIME

- 7.1 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.
- 7.2 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.
- 7.3 Employees covered by this Agreement shall be designated as non-shift, two-shift, three-shift shift, swing/relief employees and 12-hour shift.
- (a) Non-Shift employees will 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. The non-shift employees will start work at a time established by the Employer in its discretion.
 - (b) Two-Shift employees are those employees who will work either days with a one hour lunch period or peak with a half hour meal period, Monday through Friday with normal working hours being split between the hours of 7:00 a.m. and 12 midnight. The exact working hours of two-shift employees will be established by the employer. These employees will be designated in EXHIBIT "A" as (2S).
 - (c) Three-Shift employees are those employees working in the classification designated in EXHIBIT "A" as (3S), except during times when an employee is designated as the swing/relief person. Three-shift employees will work a rotating regular schedule of five (5) consecutive eight (8) hour days per week. The exact working hours of the three-shifts will be established by the employer in its discretion. Regular schedules for three-shift employees may include Saturdays, Sundays and Holiday work, but rest days shall be consecutive wherever practicable.
 - (d) Swing/Relief employees will work different shifts when filling in for vacation and sick leave or to fill in when needed. They will work Monday through Friday inclusive, without notice of change in hours, but will have a five (5) day notice for weekend work. Management will attempt to permit swing/relief employees who work a sixteen (16) hour day (i.e., completion of their regular shift in conjunction with the commencement of their swing shift) to have the option of: 1) taking a day off later during the work week so that the employee works four (4) days during the swing shift work week; or 2) working the full swing shift thus totaling one extra day that week for a maximum of five (5) days during the work week. It is understood that the General Manager, Assistant Manager or Department Directors have the discretion to deny this option to an employee and to require the employee to take a day off or to work later that work week. However, this decision shall be neither arbitrary nor capricious.

ARTICLE 7 (Continued)
HOURS OF WORK AND OVERTIME

- (e) 12-Hour Shift employees are those employees working in the classification designated in EXHIBIT "A" as (12-hour S) who will, or may at times, work a 12-hour shift (2-shift changes per 24-hour period) schedule. The 12-hour shift schedule for:

Power System Coordinators (Journeyman/Apprentice)

7am until 7pm and 7pm until 7am

Apprentice I&E Tech/Operator Level I & II

6am until 6pm and 6pm until 6am

I&E Technician/Operator

6am until 6pm and 6pm until 6am

Operator/Maintainers (Journeyman/Apprentice)

6am until 6pm and 6pm until 6am

Operator/Maintainer Leader

6am until 6pm and 6pm until 6am

Operator/Generation Engineering Technician

6am until 6pm and 6pm until 6am

- (f) Daylight Savings Time Change (Fall/Spring) – Employees on shift can elect to work the extra hour, utilize vacation leave, or take LWOP to make up the work shift shortage.

The Employer may, in its discretion, change the shift designation and shift hours of any job classification and of any employee. In that event, the Employer will provide the affected employee(s) with ten (10) working days', except Generation as described in 7.3 (g), notice of such change, if practicable, and for the approximate duration of the change, if practicable.

(g) For Generation Employees: When transmission or generation constraints and events such as TIE LINE limitations, reserve capacity demands, and dispatch economics, or forced outages require a shift change to 24-hour coverage or extended 12-hour shift coverage outside of an employee's normal work shift, the employer will provide two (2) working days' notice of such change, if practicable, and the duration of the change, if practicable. For such transmission or generation related constraints described above, the designation without two (2) working days' notice in the Generation department, all hours worked in the first three (3) days of notice of the change will be paid at a rate of time and one half. After the first three (3) days from notice of the change have passed or the temporary schedule change has passed, all hours worked will be paid at the applicable rate. In the event an employee is dismissed from a workday by the Employer to get rest in order to cover another shift in the first 24-hour period of the schedule change, the employee will be paid for the remaining normally scheduled shift at applicable pay.

When scheduled maintenance outages or other plant needs (other than transmission and generation constraints described above) requiring extended plant schedules such as 12-hour shifts or weekend coverage, the Employer will provide the affected employee(s) with ten (10) working days' notice of such change, if practicable, and the duration of the change, if practicable.

- 7.4 For the purpose of computing weekly earnings, each hour of work shall consist of four (4) one quarter hour periods beginning on the hour, fifteen (15) minutes past, thirty (30) minutes past and forty-five (45) minutes past the hour.

ARTICLE 7 (Continued)
HOURS OF WORK AND OVERTIME

- 7.5 Employees covered by this Agreement will be paid at one and one half (1-1/2) times their base straight time hourly rate of pay for all hours actually worked in excess of forty (40) hours per week. An employee will not be required to work more than sixteen (16) consecutive hours in a normal work day unless the employee elects to work more than the sixteen (16) consecutive hours. Only hours actually authorized, such as:

Holidays
Annual Leave with five (5) working days' notice
Compensatory Leave with five (5) working days' notice
Jury Duty (copy of summons may be required)
Workers Compensation
Family Death (immediate family as defined in Article 16)
Sick Leave -- At the Human Resources Director or equivalent's discretion using guidelines (Exhibit "B").
Rest Time
Negotiations (for the negotiating team only)
Personal Leave

will count as hours worked. Therefore, any other type of leave will not count as hours worked for overtime pay purposes. All employees must follow the strict procedures concerning jury duty as outlined in Article 15.

- 7.6 All planned overtime work shall be equally distributed among employees within each classification. Overtime hours worked by each employee shall be recorded and reviewed with the Union Steward upon his/her request.
- 7.7 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.
 - Work break times shall not be authorized for covering an employee's late arrival on duty or his/her early departure from work.

ARTICLE 8
WAGES AND JOB CLASSIFICATIONS

8.1 Wage rates by department and job classification shall be those set forth in EXHIBIT "A" attached hereto and made part of this Agreement. Temporary acting assignments for specific overloads of non-repetitive work will be limited to a duration of designated time. The Union will be notified of the work to be done, the employees to be assigned, and the duration of such assignment. Such assignments shall be kept to an absolute minimum, not to exceed six (6) months.

8.2 Employees transferred from one job classification to another or from one department to another within the bargaining unit shall be paid as follows:

When transfer is at the request of KEYS and of temporary duration, the employee shall be paid:

1. His/her regular hourly rate when this rate is equal to or greater than the rate of the employee of the job classification being relieved.
2. The step within the pay grade of the job classification being relieved.
3. When transfer is other than temporary, such employee will receive the rate of the job to which he/she is assigned.
4. Time worked by any employee in a job classification other than his/her regularly established classification shall be accumulated in a record maintained by KEYS and taken into account for the purpose of establishing the straight time hourly rate under schedule EXHIBIT "A" whenever the employee is assigned on either a temporary or permanent basis to a job classification other than his/her regularly established classification.
5. The differential/extra pay in this section will be paid only for all consecutive hours the employee works while assigned to the higher rated classification for a minimum of a full work day/shift (e.g., the 8 or 12 hour work day/shift as used in the applicable Section or any other regular work day/shift day that may be used in any Section) or more hours and shall be paid retroactive to the first hour worked when the employee actually works the required consecutive hours in the higher rated classification.

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

ARTICLE 9
ON CALL/STAND-BY ASSIGNMENTS

9.1 For the purpose of providing emergency service during hours outside of regularly scheduled hours of work, employees selected by KEYS shall be assigned on a weekly basis to be "on-call"/"stand-by" so as to be available for such service as needed. The regulations covering on-call/stand-by assignments follows:

ARTICLE 9 (Continued)
ON CALL/STAND-BY ASSIGNMENTS

- 9.2 Assignments will be established on an annual basis by the Department Director. Each employee assigned to on-call/stand-by duty shall be required to perform such duties as required unless for reasons of emergency beyond his/her control he/she is prevented from carrying out his/her assignment. With the approval of the Supervisor, employees will be allowed to exchange "on-call"/"stand-by" duty. In the event, it is impossible for the employee to so carry out his/her assignment he/she must immediately notify the assigned Supervisor in charge.
- (a) For each weekly period from the Line Section there may be at least two (2) employees placed on an "on-call"/"stand-by" status in order to perform emergency work. In that event, at least one (1) such employee will be a Lineman qualified to perform all phases of emergency work. The second assigned employee shall be an Apprentice Lineman. He/she must be an employee or employees of the Line Section meeting management requirements, and with not less than one (1) year experience in such classification. So far as possible, employees will not be given "on-call"/"stand-by" assignments on successive weeks.
- (b) Each employee while assigned must, during all hours outside his/her regular scheduled hours of work, be available to be reached by the phone on record with KEYS, and ready to immediately respond and perform such service as required. In the event the assigned employee fails to perform assigned duties, except under circumstances set forth in paragraph 9.1 herein above, he/she shall immediately forfeit such guaranteed assignment pay to which he/she may otherwise be entitled and become subject to other disciplinary measures as deemed warranted by KEYS.
- 9.3 Any employee assigned to "on-call"/"stand-by" for trouble calls, unloading fuel, and supporting planned projects the Line Section will perform on Saturday, Sunday, and holidays, shall be paid a guarantee of two (2) hours at the applicable rate for each day standing-by.
- 9.4 Any employee who reports for work as scheduled or required, and the work is canceled for any reason, he/she shall receive a guarantee of two (2) hours at the applicable rate of pay at reporting time.
- 9.5 In the event an employee is not assigned to "on-call"/"stand-by" and is called for work outside his/her scheduled hours of work, he/she shall receive a minimum of two (2) hours of pay. Employees have an obligation to respond to calls for assistance with emergencies when available outside the employee's scheduled hours of work.
- 9.6 (a) In the event an employee is called to work not less than one (1) hour before his/her scheduled starting time and continues working his/her regular scheduled hours, he/she shall be granted a meal and paid time to eat same, not in excess of thirty (30) minutes.

ARTICLE 9 (Continued)
ON CALL/STAND-BY ASSIGNMENTS

(b) In the event an employee is required to work two (2) hours or more following his/her scheduled quitting time, or is recalled and reports to work within one (1) hour after quitting time, he/she shall be granted a meal and at six (6) hour intervals thereafter. Actual per diem costs will be reimbursed at the current Fiscal Year per diem rates for zip code 33040 for Meals & Incidentals (M&IE) according to the United States General Services Administration. Meal reimbursement will be provided for meals during the work period as well as at the end.

(c) The two (2) employees that are unloading fuel can obtain or eat their meals in the following manner:

The employee tending the tank can leave his/her post (after notifying and receiving permission from the Operator Maintainer Leader or Generation Supervisor) and the assigned Generation employee will be responsible for the fuel tank in his/her absence. He/she can then have thirty (30) minutes in which to eat his/her meal. He/she will then relieve the employee on the dock so that he/she can have thirty (30) minutes to eat his/her meal. Meals that are reimbursed will be paid at the rates specified above in Section 9.6 (b).

(d) Any three-shift employee required to work past his/her first eight hours will be granted meals in accordance with Section 9.6 (b) during his/her second eight hours. If the second eight hours is in the peak shift, the two meals will be a dinner and a breakfast. If the second eight hours is in the night shift, the two meals will be a breakfast and a lunch. If the second eight hours is in the day shift, the two meals will be a breakfast and a lunch.

(e) Shift personnel cannot be relieved to eat their meals, but will do so on watch at their post.

(f) Any non-shift or two-shift employee who is required to work through his/her normally scheduled lunch periods will be paid for time worked and shall be reimbursed for a meal in accordance with 9.6 (b).

ARTICLE 10
VACATION LEAVE

10.1 Regular Full-Time employees shall accrue vacation leave with pay according to the following schedule:

YEARS OF SERVICE	EARNED TIME
Up to 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
Over 20 Years	16 hours per month

ARTICLE 10 (Continued)
VACATION LEAVE

10.2 Vacation leave will accrue monthly except as provided in 10.5 to the credit of the employee at the rate stated above, beginning with the first month following completion of the new hire's probationary period. Newly hired employees in their probationary period shall accrue vacation leave from the date of hire but shall not be eligible to use or receive any form of compensation for any vacation leave until the employee becomes a regular employee.

10.3 (a) Vacation leave may be taken at any time requested by all employees with five (5) working days' notice 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 shall be given first preference. All vacation schedules for each department shall be established not later than January 31st, 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 management any time where feasible.

(b) 12-Hour Shift Employees will be required to deduct 12 hours of vacation leave for full day absences or hour for hour for anything less than a full day absence. (Does not include holiday – refer to holiday 11.3(b)).

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

- (a) If any employee is not allowed to take his/her requested vacation leave during any year, he/she will be paid on the next applicable pay period.
- (b) At no time will an employee have more than two (2) times their annual leave on the books. For an example, a person who gets eighteen (18) days leave a year cannot have more than thirty-six (36) days leave on the books at any time.
- (c) All days in excess of the maximum allowed will be lost, unless annual leave had been requested by the employee and denied by management. In this case, the employee will be paid for the denied time.

ARTICLE 10 (Continued)
VACATION LEAVE

- 10.5 Employees who work less than a full calendar month due to probationary employment, termination, or leave of absence without pay after the first workday of the month shall earn vacation leave for that month according to the following schedule:

Hours of Service during the Month					Hours of Vacation Leave Credit
	Up to 5 years	5 <10 years	10 <15 years	15 <20 years	20 years or more
0 through 59.75	0	0	0	0	0
60 through 119.75	4	5	6	7	10
120 or more	8	10	12	14	16

- 10.6 An employee shall continue to earn vacation leave credits during all time off and authorized leaves of absence with pay.
- 10.7 Absence on the 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.
- 10.8 Should an observed holiday fall within the vacation period, an additional working day shall be allowed and taken at the time desired by the employee, but such day off must be approved by the Employer.
- 10.9 An employee will not be subject to being called out on his/her off days immediately preceding and following his/her 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/her scheduled vacation leave period. Nothing contained in this Section shall prevent an employee from being called out in an unusual emergency situation.
- 10.10 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.
- 10.11 Employees will be allowed to donate portions of their accrued vacation leave and/or compensatory 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 12.9. Donated time will be in increments of no less than four (4) hours per donor either from vacation leave, compensatory leave, or a combination of the two, and must be submitted to the Human Resources Director or equivalent for processing and approval.

ARTICLE 10 (Continued)
VACATION LEAVE

- 10.12 Upon separation of an active full-time employee, any unused vacation leave balances will be included in the final paycheck.
- 10.13 Within the contract year, a regular KEYS employee who has completed 12 months of employment may cash out one time each contract 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 eighty (80) hours. In addition to an annual "cash out", the employee remains eligible to trade-in up to eighty (80) hours of paid vacation leave for monetary credits towards benefits during annual insurance Open Enrollments. The Open Enrollment trade-in is not bound by the balance requirements outlined for a "cash out".
- 10.14 Every May 1st, each employee will be credited with eight (8) hours of Personal Leave time.
- (a) Employees must use or shall lose the Personal Leave time before the end of the same contract year it is provided (i.e., before the next April 30).
 - (b) This Personal Leave time cannot be accrued or carried forward into the next contract year and cannot be cashed out or paid out.
 - (c) Use of Personal Leave time is subject to the prior approval rules applicable to the use of vacation leave.
 - (d) Personal Leave time used will be counted as hours worked for purposes of overtime eligibility under Section 7.5.
 - (e) Newly hired probationary employees who are employed on May 1st of a new contract year shall be eligible for credit of this Personal Leave time during that contract year but shall only be eligible to use that time after the employee completes his/her initial probationary period.

ARTICLE 11
HOLIDAYS

- 11.1 Each employee covered by this Agreement shall be entitled to twelve and a half (12.5) holidays with pay each year as follows:

New Year's Day	January 1 st
Martin Luther King, Jr. Birthday	January, 3 rd Monday
President's Day	February, 3 rd Monday
Memorial Day	May, Last Monday
Independence Day	July 4 th
Labor Day	September, 1 st Monday
Columbus Day	October, 2 nd Monday
Veteran's Day	November 11 th
Thanksgiving Day	November, 4 th Thursday
Day After Thanksgiving	November
Christmas Eve	December 24 th
Christmas	December 25 th
New Year's Eve Day	December 31 st – Half day

Additional days may be designated as holidays at the decision of the Utility Board.

- 11.2 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. Three-shift and 12-hour shift employees shall be paid on the KEYS' observed holiday, except on July 4th, Veteran's Day, Christmas Eve, Christmas, New Year's Eve Day (half day) and New Year's Day when they fall on a Saturday or Sunday only.
- 11.3 (a) Whenever an observed holiday occurs on an employee's scheduled day off and he/she does not work, he/she shall be paid eight (8) hours (or four (4) hours for half day holiday) holiday pay at his/her straight time rate. When an employee is required to work on a day observed as a holiday which occurs on one of his/her scheduled work days he/she shall have the option to be paid for twelve (12) hours at his/her regular straight time hourly rate for all hours falling within his/her regular work schedule in addition to eight (8) hours (or four (4) hours for half day holiday) holiday pay at his/her straight time rate or he/she will be able to take a day off (or four (4) hours for half day holiday), within two (2) months from the date of the holiday, that is mutually agreed upon by management. An employee must notify management within ten (10) working days prior to the holiday if he/she will be taking the day off at a later date in lieu of overtime pay. It is understood that the Manager or his/her designee has the discretion to deny this option.
- (b) 12-Hour Shift Employees: Whenever an observed holiday occurs on an employee's scheduled day off and he/she does not work, he/she shall be paid eight (8) hours (or four (4) hours for half day holiday) holiday pay at his/her straight time rate. When an employee is required to work on a day observed as a holiday which occurs on one of his/her scheduled work days he/she shall have the option to be paid for eighteen (18) hours at his/her regular straight time hourly rate for all hours falling within his/her regular work schedule in addition to eight (8) hours (or four (4) hours for half day holiday) holiday pay, as that of any other regular employee of KEYS at his/her straight time rate or he/she will be able to take a day off (or four (4) hours for half day holiday), within two (2) months from the date of the holiday, that is mutually

ARTICLE 11 (Continued)
HOLIDAYS

agreed upon by management. An employee must notify management within ten (10) working days prior to the holiday if he/she will be taking the day off at a later date in lieu of overtime pay. It is understood that the manager or his/her designee has the discretion to deny this option. Any 12-hour shift employee taking leave on a holiday must submit a leave slip for hours in excess of the eight (8) hour (or four (4) hours for half day holiday) holiday leave. Hours of leave time and holiday hours, when combined, shall not exceed employees scheduled 12-hour shift.

- 11.4 Any bargaining unit employees required to work during a period of time-off granted generally to other KEYS' employees shall be compensated at one (1) time their regular rate of pay or be able to take the time off, within two (2) months from the date given that is mutually agreed upon by management.

ARTICLE 12
SICK LEAVE

- 12.1 All regular full-time employees within the bargaining unit shall be eligible for sick leave accrual. Newly hired employees in their probationary period shall accrue sick leave from the date of hire but shall not be eligible to use any sick leave until the employee becomes a regular employee.
- 12.2 ACCRUAL AMOUNTS AND LIMITS: Employees who work less than a full calendar month due to probationary employment, termination, or leave of absence without pay, after the first day of the calendar month shall earn sick leave for that calendar month according to the following table:

Hours of Service during the Month	Hours of Sick Leave Credit
0 – 59.75	0 hours
60-119.75	4 hours
120 or more	8 hours

Employees shall accrue sick leave each month with no limitation on the accrual balance amounts.

- 12.3 Sick leave may be used for the following:
- Personal illness; exposure of the employee to a contagious disease when his/her continued presence on the job would endanger his/her 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;
 - and family illness (refer to 12.9 below).
- 12.4 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.

ARTICLE 12 (Continued)
SICK LEAVE

- 12.5 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 must be provided. The decision of the Human Resources Director or equivalent is final. In addition, any employee who is absent more than 3 consecutive days may be required to furnish a doctor's certificate to the Human Resources Director or equivalent immediately upon returning to work or the leave will be counted as leave without pay and the employee will be subject to disciplinary actions. 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 Human Resources Director or equivalent and the doctor's certificate must indicate the duration of the absence. These certificates will be kept in the employee's confidential medical file.
- 12.6 In no case will an employee be advanced sick leave.
- 12.7 (a) Leave shall be used in 15-minute increments.
(b) 12-Hour Shift Employees will be required to deduct 12 hours of sick leave and/or sick leave for family illness, for full day absences or hour for hour for anything less than a full day absence. (Does not include holiday – refer to holiday 11.3(b))
- 12.8 BIRTH OF A CHILD: Up to 12- weeks of existing sick leave will be granted for the employee giving birth to a child provided that a doctor's certificate is received, however, in no case will this exceed 12-weeks (Rules for FMLA will apply.). *In order to comply with HIPAA Privacy Requirement: All doctors' certificates must be faxed or hand delivered to the Human Resources Director or equivalent and the doctor's certificate must indicate the duration of the absence. These certificates will be kept in the employee's confidential medical file.
- 12.9 FAMILY ILLNESS: Employees may use existing sick leave to care for ill immediate family members. Immediate family for this purpose shall consist of: spouse/domestic partner, children, parents, brothers or sisters, grandparents, and grandchildren, (all include in-laws, 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 Human Resources Director or equivalent to determine if a doctor's certificate must be provided. The decision of the Human Resources Director or equivalent 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 Human Resources Director or equivalent and the doctor's certificate must indicate the duration of the absence. These certificates will be kept in the employee's confidential medical file.
- 12.10 Employees using earned sick leave shall be considered working for the purpose of accumulating sick leave.

ARTICLE 12 (Continued)
SICK LEAVE

- 12.11 Sick leave shall not count as hours worked for the purpose of computing overtime unless authorized by the Human Resources Director or equivalent as stated in Article 7.5.
- 12.12 Retirement: 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. An employee retiring with twenty (20) or more years of service may donate up to 160 hours of their sick leave balance, which may include hours in excess of their aforementioned sick leave payout allocation, to the Sick Leave Bank. Any time donated pursuant to this provision will be considered used.
- 12.13 Unused sick leave is forfeited upon resignation or termination from KEYS service for any reason other than retirement as specified above.
- 12.14 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.
- 12.15 Family and Medical Leave Act: Refer to KEYS' Rules and Regulations Handbook regarding FMLA.)
- 12.16 Employee Sick Leave Bank: KEYS 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. This Sick Leave Bank will be fully administered by a 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 will make a decision regarding approval or denial of a sick leave bank request, which will be final.
- 12.17 An employee will be allowed to donate portions of his/her accrued sick leave, not to exceed 80 hours per calendar year, to other employees who have exhausted all of their vacation, sick, and/or administrative leave, to be used for illness of the employee only. Donated time will be in increments of four (4) hours per donor and must be submitted to the Human Resources Director or equivalent for processing and approval.

ARTICLE 13
JOB RELATED ACCIDENT/WORKER'S COMPENSATION

- 13.1 In the event that an employee covered by this Agreement 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:

ARTICLE 13 (Continued)
JOB RELATED ACCIDENT/WORKER'S COMPENSATION

- (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.
 - (b) 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.
 - (c) Sick Leave Bank cannot be used for Workers Compensation injuries.
- 13.2 In the event an employee is determined to be permanently disabled and unable to return to his/her 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, after a discussion with the Union, may terminate the employee.
- 13.3 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 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 the Human Resources Office within one hour of completing the appointment.
- 13.4 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.
- 13.5 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.

ARTICLE 14
MILITARY LEAVE

- 14.1 Military leave shall be provided as required by and consistent with applicable state and federal laws, which include Section 115.07, Florida Statutes and the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 U.S.C. Sections 4301, et seq.

ARTICLE 15
JURY DUTY LEAVE

- 15.1 Any employee subpoenaed for court services, other than on a case in his/her own behalf, will be paid his/her straight time rate for each scheduled work day lost, and will not be required to forfeit any compensation received for jury service to KEYS. All 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.
- 15.2 Any three-shift or 12-hour shift employee subpoenaed for court service before working the night shift (12:00 MN – 8:00 a.m.; 7:00 p.m. – 7:00 a.m.; and 6:00 p.m. – 6:00 a.m.) may request Management to have him/her excused. If such a request is made, Management will contact the court and exert all reasonable efforts to have such employee excused. Employees who elect to serve and are not released earlier than 1:00 p.m. will be placed on Jury Duty Leave for the shift starting that evening.

ARTICLE 16
BEREAVEMENT LEAVE

- 16.1 For non-shift employees, up to three (3) days off with pay will be allowed for a death in the employee's immediate family. Up to two (2) days, additional travel time will be granted if necessary for a death outside of Monroe County.

For 12-hour shift employees, up to 24-hours off with pay will be allowed for a death in the employee's immediate family. The maximum time allowed for a death outside of Monroe County is 40-hours.

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.)

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

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

ARTICLE 17
UNION REPRESENTATION

- 17.1 KEYS agrees to recognize duly appointed Union stewards for the purpose of handling grievances that may arise during the term of this Agreement. Each steward shall be assigned to a specific group of employees and such assignment shall be posted on the appropriate bulletin board.

The number of stewards shall be kept to a reasonable number sufficient to represent the employees.

ARTICLE 17 (Continued)
UNION REPRESENTATION

- 17.2 KEYS agrees that the Union's authorized Union representatives shall be permitted to go on KEYS' premises for the transaction of Union business only after first obtaining permission from the management.
- 17.3 KEYS agrees to recognize a Grievance Committee as provided for in Article XXII for the purpose of representing the Union in the handling of grievances.
- 17.4 The Union agrees it will advise KEYS in writing the names of its elected local Union officers, its duly appointed stewards and its authorized business agent, and all changes that may occur, within thirty (30) working days of any changes.

ARTICLE 18
TIME OFF FOR UNION BUSINESS

- 18.1 KEYS agrees to allow brief absences without pay to any employee whose services are required for Union work, upon the advance request of the proper local Union Officer.
- 18.2 Local Union officers will be allowed time off with no loss of pay to attend meetings with KEYS' officials. The number of employees attending such meetings shall be limited to the number reasonably necessary to attend to the business at hand. The Union President and/or designee (2 members) may attend meetings, with no loss of pay, with International Representatives for arbitration cases and negotiations only. Pay for such meetings will not exceed eight (8) hours at the employee's straight time pay in any one day.
- 18.3 Union stewards will be allowed, when necessary, to investigate grievances on the job, by giving advance notice to his/her Supervisor.

ARTICLE 19
SAFETY AND HEALTH

- 19.1 Both KEYS and the Union recognize 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.
- 19.2 (a) 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.

ARTICLE 19(Continued)
SAFETY AND HEALTH

(b) 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.

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, employee's Supervisor and Department Director. Findings and recommendations shall be forwarded to the General Manager 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's refusal to submit to drug and/or alcohol testing in accordance with this section may result in disciplinary action taken against the employee up to and including dismissal.

(c) Power Plant Exposure:

KEYS agrees to provide to any employees, 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.

(d) 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.

ARTICLE 20
FILLING JOBS

20.1 All vacancies in job classifications in EXHIBIT "A" shall be filled through the Job Posting and Bidding procedures.

20.2 (a) Notice of such vacancies shall be posted on bulletin boards in the bargaining unit work locations as soon as possible after it is known that a vacancy exists. If a vacancy is not to be filled, the employees shall be notified within ten (10) working days by posting on the bulletin board in the bargaining unit work locations. Copies of all postings referred to in this paragraph shall be furnished to the Union at the time of posting.

ARTICLE 20 (Continued)
FILLING JOBS

- (c) Such job notices shall identify the job by classification, title and location, the date on which the job is to be filled and shall remain posted for a period of five (5) working days.
 - (c) Employees who wish to bid on a job must apply to the Human Resources Department during the five (5) working day application period.
- 20.3 Posted jobs shall be awarded in the following manner:
- (a) The Employer shall select the employee who the Employer determines to be the most qualified.
 - (b) If the Employer determines that two (2) employees are equally qualified, the job shall be awarded to the more senior employee.
 - (c) If no qualified employees bid on the vacancy, the Employer may fill the job from any available source. Employer shall consider top ranked, not qualified employee alongside all applicants from other sources and select the most qualified candidate.
 - (d) Qualified Bargaining Unit applicants will have priority over qualified Management applicants for Bargaining Unit positions only.
- 20.4 Employees selected to fill a vacancy pursuant to this Article will be placed on the job as noted on the posting.
- 20.5 Employees transferred to jobs outside the bargaining unit will retain but not accumulate additional seniority during such period of transfer, and in the event of return to the bargaining unit, their seniority shall apply in accordance with this Article.
- 20.6 Other conditions under which an employee shall lose seniority are:
- (a) Voluntary resignation.
 - (b) Discharge for Just Cause.
 - (c) Lay-off for a period of more than twelve (12) months.
 - (d) Retirement.

ARTICLE 21
LAYOFF AND RECALL

- 21.1 In the event the Employer determines that the number of unit employees and/or positions must be reduced, for any reason, employees will be laid-off according to seniority in their respective job classification (i.e., least senior employees laid-off first) provided that the employees retained must be immediately qualified to perform the work required within half of the layoff notification time allotted by the Worker Adjustment and Retraining Act. The Employer reserves the right to rescind and suspend the operation of the lay-off procedure to the extent it is necessary to retain "essential personnel". The determination of when it is necessary to retain essential personnel as well as which employees are "essential personnel" shall be made by the Manager in his/her sole and exclusive discretion.

ARTICLE 21 (Continued)
LAYOFF AND RECALL

- 21.2 Except as provided in Section 1, above, any employee covered by this Agreement who is affected by a reduction in force shall have the right to displace any employee with less seniority in any lower rated classification covered by this Agreement, provided that said employee is immediately qualified to perform the necessary services in that classification within half of the layoff notification time allotted by the Worker Adjustment and Retraining Act. When an employee elects to "bump" into a lower rated classification, said employee will be paid the rate of pay of that lower classification.
- 21.3 All laid-off employees shall have the right of first recall, according to seniority, for up to twelve (12) months after their lay-off occurs. If an employee is recalled into a position for which he/she is qualified, and refuses that position, the Employer is no longer obligated to offer the right of first recall to said employee.
- 21.4 Refer to "Worker Adjustment and Retraining Notification Act", (WARN) (20 CFR Part 639) regarding lay-off notice requirements.
- 21.5 An employee on lay-off status does not accrue seniority but does retain his/her accumulated seniority for twelve (12) months, or until recall, whichever occurs first. If recalled, the employee again begins to accrue seniority.
- 21.6 Laid-off employees shall be responsible to keep on file with KEYS the telephone number and address to which notifications to report to work are to be sent. On recall, KEYS will give not less than two (2) weeks' notice to the laid-off employees to report to work.

ARTICLE 22
GRIEVANCES AND ARBITRATION

- 22.1 Any dispute arising over the meaning, application, interpretation or alleged violation of the terms of this Agreement is defined as a grievance, and such grievance must be filed within fifteen (15) working days from the date on which the employee should have been reasonably aware of the violation. An earnest and sincere effort shall be made to adjust grievances under this Article in the simplest and most direct manner, and unless the following procedure or any part thereof is waived by mutual consent, the grievance shall be processed as follows:
- Step 1: The aggrieved employee or employees and/or the Union Steward shall verbally present the grievance to the immediate Supervisor. Discussion will be informal for the purpose of settling differences in the simplest and most direct manner. It is understood that no employee will leave his/her work for the purpose of discussing a grievance without first obtaining permission from his/her immediate Supervisor. Permission will be granted before the end of the workday, however. The Supervisor shall reach a decision and communicate it orally to the employee and the Union Steward by the end of the fifth following workday.
- Step 2: If the grievance is not settled at the first step, the employee or the Union Steward, within five (5) working days, not counting the day the first step answer is received, shall reduce the grievance to writing on a form provided by the Union, identifying the grieving employee or employees, a brief description of the problem, and/or the article(s) alleged to have been violated, and desired restitution. Such form should then

ARTICLE 22 (Continued)
GRIEVANCES AND ARBITRATION

be presented to the Human Resources Director. As soon as possible thereafter, but within five (5) working days, the Department Director shall meet with the Union Steward and the Local Union President or his/her designee to resolve the grievance. The aggrieved employee or employees may attend this meeting. The Department Director shall notify in writing, the employee or employees and the Local Union President within five (5) working days of his/her decision.

- Step 3: If the grievance is not settled at the second step, the employee or employees and/or the Union may, within five (5) working days after receipt of the second step answer, present the written grievance to the Manager or his/her designee of KEYS. The Manager or his/her authorized representative shall meet with the Local Union President (1) and a Union official (1), within five (5), of receipt of the grievance, and within five (5) working days from the date of this meeting, the Manager shall communicate his/her answer, in writing, to the Local Union President. An International Representative of the Union may also be present in this step, if requested by the Local Union.
- 22.2 Should the Company fail to answer a grievance within the time limit specified, it is understood that the grievance has been denied and that it may be appealed by the Union to the next step.
- 22.3 Upon request, the Union Stewards shall be excused at no loss of pay to settle grievances that arise in their respective jurisdictions. It is understood that because of service requirements, the Stewards may not always be released immediately, but the releasing shall not unreasonably be withheld.
- 22.4 When a grievant and employees acting as members of the Union's Grievance Committee discuss grievances with the Employer representatives during their working hours, they shall do so without loss of pay, but an employee shall not be paid for any time devoted to such discussion except for time falling within the employee's regular scheduled working hours.
- 22.5 In the event that a grievance processed through the grievance procedure has not been resolved at STEP 3 above, the Union may submit grievances to arbitration within thirty-one (31) calendar days after receipt of the Manager's response, or, if no response is made, within thirty-one (31) calendar days after the Manager's response was due. The arbitrator may be any impartial person mutually agreed upon by the parties. However, in the event the parties are unable to agree upon said impartial arbitrator, the parties shall jointly request the Federal Mediation and Conciliation Service to furnish a panel of seven (7) names from which each party shall have the option of striking three (3) names in alternating fashion, thus leaving the seventh (7th) which will give a neutral or impartial arbitrator. Either party may request that a new list be submitted by the Federal Mediation and Conciliation Service.
- 22.6 Any of the time limits specified in Section 22.3 or 22.4 may be waived or extended by the mutually written agreement of the parties.
- 22.7 The Employer and the Union shall mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the arbitrator, thereafter,

ARTICLE 22 (Continued)
GRIEVANCES AND ARBITRATION

shall confine his/her decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator will confine his/her consideration and determination to the issue identified in the grievance presented in STEP 2 of the grievance procedure, as well as any defenses raised by the Employer. The arbitrator shall have no authority to change, amend, add to, subtract from or otherwise alter or supplement this Agreement of any part thereof or amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Article, except to the extent as specifically provided herein.

- 22.8 (a) The arbitrator will hear the case as soon as possible, and consider such evidence and testimony as may be relevant and material, and shall, as promptly as possible, after closing the hearing, but within thirty (30) days, reach and prepare a written decision, which shall be final and binding on all parties involved.
- (b) The arbitrator shall have no power to alter, amend or annul any provision of this Agreement. The arbitrator shall be confined to the issues presented in the case under consideration.
- 22.9 Each party shall bear the expense of its own witnesses and of its own representatives for the purpose of the arbitration hearing. The arbitrator's fee and related expenses, and expenses of obtaining a hearing room, if any, shall be equally divided between the parties. Any person desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share such cost.
- 22.10 Probationary employees shall have no right to utilize this grievance/arbitration procedure for any matter concerning discharge, suspension or other discipline.
- 22.11 The Union shall not be required to process grievances for employees who are not members of the Union.

ARTICLE 23
NO STRIKE - NO LOCKOUT

- 23.1 The Union agrees that it will not call, authorize, or sanction any strike, walkout, slowdown, or any other suspension of work by the employees during the life of this Agreement, and KEYS agrees that there will be no lockout. The employer agrees, on its part, to do nothing to intentionally provoke interruption of, or prevent such continuity of performance of said employees, insofar as such performance is required in the normal and useful operations of management's properties.
- 23.2 The Union agrees that the Employer shall retain the right to discharge or otherwise discipline some or all of the employees participating in the activities enumerated in paragraph one (1) above. Any discharge or discipline imposed under this Article will be subject to the grievance/arbitration procedure of this Agreement.

ARTICLE 23 (Continued)
NO STRIKE - NO LOCKOUT

- 23.3 It is understood and agreed that, in the event of any violation of this Article, the Employer shall be entitled to seek and obtain legal and/or equitable relief in any court of competent jurisdiction.
- 23.4 For the purpose of this Article, it is agreed that the Union shall be responsible and liable for any act(s) committed by its officers, agents and/or representatives, which act(s) constitute(s) a violation of State laws or provisions herein.

ARTICLE 24
NON-DISCRIMINATION

- 24.1 It is mutually agreed that no person or employee will be discriminated against by either the Employer or the Union 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.

ARTICLE 25
BULLETIN BOARDS

- 25.1 KEYS shall provide bulletin board space for the use of the Union for the posting of notices of meetings, bulletins and other Union matters. The Union agrees that the bulletin board space so provided shall not be used for the posting of political material or propaganda or anything derogatory to KEYS, its management, its employees, or its customers.

ARTICLE 26
TRAINING

- 26.1 Both KEYS and the Union recognize the need for an adequate training program for the development of qualified journeymen needed in KEYS and agree to the establishment of a joint KEYS and Union Training Committee for the purpose of formulating, developing, instituting and administering such a training program.
- 26.2 The Training Committee shall consist of an agreed upon number of members, one-half being selected by KEYS, and one-half by the Union.
- 26.3 The Committee, in the administration of the training program, shall periodically evaluate each employee's progress or lack of progress and shall report regularly all matters pertaining to the program and employees to both KEYS and the Union with recommendations.
- 26.4 The Employee and Supervisor shall be responsible for scheduling to appear before the Training Committee.
- 26.5 Reimbursement or payment for meals in connection with KEYS' authorized travel will be in accordance with KEYS' travel regulations and applicable Florida Statutes. An employee traveling on company business must abide by the KEYS' Travel Policy.

ARTICLE 27
DISCIPLINARY ACTION AND DISCHARGE

- 27.1 An employee who is required to attend a meeting in which disciplinary action will be taken against him/her will be given sufficient advance notice so he/she can have his/her Steward or appropriate Local Union representative present. No advance notice will be required where the employee is simply notified of a "Letter of Reprimand".
- 27.2 Employees will be given a copy of all disciplinary action, which is put into their personnel files. When eighteen (18) months have elapsed from a verbal and/or written reprimand, and where the employee has not been charged with the same or similar offense, said reprimand(s) will not be used as the basis for future discipline.
- 27.3 No employee can be suspended without pay or discharged without first being given specific reason, in writing, for such suspension or discharge. A copy of such discharge or suspension notice shall be furnished to the Union immediately thereafter. In circumstances where time does not allow, the Employer may suspend an employee without pay or discharge an employee without putting the reason in writing before such action is taken. However, in such circumstances, the employee shall be provided a written reason as soon as possible immediately after the suspension/discharge.
- 27.4 Any Union employee receiving any form of disciplinary action shall have the right to challenge such action through the grievance procedure.
- 27.5 Disciplinary action and discharge shall be for just cause.

ARTICLE 28
LONGEVITY PAY

Each employee covered by this Agreement shall be entitled to a longevity payment annually in accordance to the following schedule:

YEARS OF REGULAR, FULL TIME EMPLOYMENT AS OF DEC. 31	LONGEVITY PAYMENT
1 Year of Service but less than 5 Years	\$1300
5 Years of Service, but less than 10 Years	\$2200
10 Years of Service, but less than 15 Years	\$2500
15 Years of Service, but less than 20 Years	\$2800
20 Years of Service, but less than 25 Years	\$3000
25 Years of Service, but less than 30 Years	\$3500
30 Years of Service and over	\$3800

The longevity payment will be distributed on December 1st 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 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.

ARTICLE 29

DURATION

29.1 This agreement, upon approval and ratification shall be in full force and effect for the period of May 1, 2024, through April 30, 2027, and shall continue thereafter in full force and effect unless not later than ninety (90) days prior to the termination date above, or any anniversary date thereof, either party gives notice to the other party in writing of its desire to amend, add to, or modify this agreement. After receipt of said notice, negotiations shall commence as soon as possible, but not later than sixty (60) days before the anniversary of this Agreement, or any renewal thereof, and if such negotiations are not completed within thirty (30) days prior to the anniversary date, all issues shall be handled in accordance with the provisions of Section 447.012, Florida Statutes.

29.2 Wage increases for the contract term are as follows:

YEAR	WAGE INCREASE
May 1, 2024 – April 30, 2025	10%*
May 1, 2025 – April 30, 2026	CPI (All items less food and energy) for Miami/Ft. Lauderdale, FL as of 12-months ending February 2025, or 4.5% if CPI is less than 4.5%, or, 7.0% if CPI is greater than 7.0%.
May 1, 2026 – April 30, 2027	CPI (All items less food and energy) for Miami/Ft. Lauderdale, FL as of 12-months ending February 2026, or 4.5% if CPI is less than 4.5%, or, 7.0% if CPI is greater than 7.0%.

*Additionally, the following positions' base rates will be adjusted as follows for year one only:

Accounting Representative	Previously frozen position - will be brought up to \$29.53/hr, plus 10% increase
Auto Diesel Technician	Previously frozen position - will be brought up to \$37.14/hr, plus 10% increase
Collections Representative	Previously frozen position - will be brought up to \$30.58/hr, plus 10% increase
CSR II	Add \$.75 to previous base pay amount of \$27.60/hr, plus 10% increase
CSR III	Previously frozen position - will be brought up to \$32.57/hr, plus 10% increase
Maintenance Person	Increase base rate to \$38.71/hr, no across the board increase. Lump sum of \$3109.60 payable on May 1, 2024.
Storekeeper	Previously frozen position - will be brought up to \$33.55/hr, plus 10% increase
Tree Trimmer	Previously frozen position - will be brought up to \$34.28/hr, plus 10% increase
Operator/Generation Engineering Technician	Bring to \$47.00/hr, plus 10% increase
SCADA/Relay Technician	Bring to \$50.00/hr, no across the board increase

ARTICLE 30
GUIDELINES FOR APPLICATION OF PAY RANGES

30.1 SHIFT DIFFERENTIAL

The classifications are designed as shift by the letter (s). Shift employees will be paid a shift differential. If fifty percent (50%) or more of such employees' working hours fall between the hours of 4:00 p.m. and 12:00 midnight, he/she shall receive a shift differential of \$0.40 per hour for all hours worked on such shift. If fifty percent (50%) or more of such employees' working hours fall between the hours of 12:00 midnight and 8:00 a.m., he/she shall receive a shift differential of \$0.60 per hour for all hours worked on such shift.

30.2 GENERAL PHILOSOPHY

Ranges within the job classification are defined by the steps; progression through steps is based on time in position and skill level.

30.3 IMPLEMENTATION OF PLAN

No employee's rate would be reduced to come within a range. Those already above the range for their position will not be eligible for increases. It is emphasized that to do so would defeat the intent of the plan to provide essentially equal pay for essentially equal work.

30.4 APPLICATION OF STEPS

Hiring qualified candidates for employment in a classification would normally be assigned the rate of Step 1 of the grade to which the position is assigned. Usually, well-qualified candidates, i.e., those with five or more years of experience in the same or directly related work could be employed at Step 2 and advance to Step 3 at the completion of the probationary period.

30.5 ADVANCEMENT THROUGH STEPS (EXCEPT APPRENTICES)

For probationary employees moving along the line of progression, the end of the probationary period would qualify this employee to be advanced to the next higher Step of the pay grade at the time of the permanent status. For those employees starting at Step 1, advancement to Step 2 would be on completion of the probationary period, and advancement to Step 3 would be on the first anniversary of the hiring.

For probationary employees transferring outside the line of progression, upon successful completion of the probationary period would qualify this employee to be advanced to the next higher step of the pay grade. For those employees starting at Step 1, advancement to Step 2 would be on the completion of the 6-month probationary period, and advancement to Step 3 would be on the first anniversary of the hiring.

ARTICLE 30 (Continued)
GUIDELINES FOR APPLICATION OF PAY RANGES

30.6 PROMOTIONS AND TEMPORARY ASSIGNMENTS (EXCEPT APPRENTICES)

Promoted employees and Temporary Assignments would advance to the step of the new position's range which provides an increase of at least five (5%) or to the minimum of that range. However, no employee shall exceed the maximum step in the new position's pay range. One month after receiving notification that the employee had been awarded a new position, said employee will receive the new rate of pay. Should said employee be paid the higher rate of pay and then rescinds his/her promotion, said employee will be responsible for restitution to KEYS said differential pay for all hours worked within a reasonable amount of time. In the case of a promotion (advancement along the line of progression), the time interval between Steps will be 6-months.

30.7 APPRENTICESHIP PROGRAM

Qualified candidates selected for employment in any apprentice job classification shall be assigned the starting rate for that apprentice job classification. Normally employees will start at step 1 and upon successful completion of the initial six-month probationary period, advance to step 2. Advancement to step 3 should be six months later or upon successful completion of the first year of the apprentice program and each successive step thereafter should occur, upon successful completion of the next full year of the required training program, and will be effective on the date that a recommendation for advancement is made by the Department Director and/or Supervisor and subsequently approved by the KEYS' Training Committee.

Advancement to Journeyman Level: Upon successful completion of the entire apprenticeship program, as noted in a memorandum from the Department Director and/or Supervisor to the KEYS' Training Committee, said employee will be promoted to the journey level job classification and will then be placed in the top step of the pay range for the journey level job classification, effective on the date of the Director's memorandum and subsequently approved by the KEYS' Training Committee.

In the event an employee fails to complete an apprenticeship program said employee forfeits rights afforded in Article 20.3 (d).

ARTICLE 31
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ARTICLE 32
RULES AND REGULATIONS

- 32.1 It is agreed and understood that the Employer has Rules and Regulations governing employment. The Union agrees, that consistent with Article III, said Rules and Regulations shall be formulated, amended, revised and implemented in the sole and exclusive discretion of the Employer, provided, however, that said new, amended, revised and implemented rule or regulation will neither be arbitrary or capricious nor will it be in conflict with the provisions of this Agreement. In the event that the Union grieves the Employer's implementation of a rule or regulation, the arbitrator shall only have the authority to determine whether such rule or regulation was arbitrary or capricious, the rule or regulation shall be referred back to the Employer. The Employer shall then either implement a new rule/regulation or abandon the rule/regulation.
- 32.2 The Employer shall provide a copy of any newly proposed rule or regulation, as well as any proposed amendment or revision to a rule or regulation to the Union. Said rules or regulations will be provided prior to their effective date. As provided in paragraph one (1), above, the Rules and Regulations will be formulated, amended, revised and implemented in the sole and exclusive discretion of the Employer. However, the Union may submit a written request to bargain over the impact of the new and/or revised rule or regulation within fifteen (15) working days from receipt of the proposed rule or regulation. The Employer agrees that it will immediately participate in requested impact bargaining, provided that the effective date of the new and/or revised rule or regulation will not be delayed until after the completion of impact bargaining. Failure of the Union to request impact bargaining within said fifteen (15) working days shall constitute a waiver.

ARTICLE 33
DRUG FREE WORKPLACE POLICY

- 33.1 Refer to KEYS' Rules and Regulations Handbook for policy.

ARTICLE 34
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ARTICLE 35
EMERGENCIES

- 35.1 If the Manager of KEYS determines that emergency conditions exist, the provisions of this Agreement may be suspended by the Manager during the time of the emergency. Any provisions so suspended will be reinstated at the end of the emergency. The provisions covering wages shall not be suspended. An emergency is a temporary condition that includes civil disorders jeopardizing the System, hurricane conditions or similar catastrophes.
- 35.2 The Manager shall notify the Union and the employees immediately upon determining that an emergency exists, the nature of the emergency and, to the extent possible, the length of time the emergency condition is expected to continue.

ARTICLE 36
ESTABLISHING AND/OR REVISING JOBS

- 36.1 As provided in Article III, the Employer, in its sole and exclusive discretion, may (among other rights) decide to change the job duties of an existing job classification, create new classifications and/or merge existing job classifications into a new classification. When the Employer chooses to exercise these rights, it may unilaterally establish the job classification(s), create and implement a job description (subject to the approval of the Training Committee of that part of the job description covering qualifications), select employees to fill said position(s) (subject to the Job Filling Article) and establish appropriate wages (subject to the Union's right to bargain over wages) and working conditions.

All job descriptions will be reviewed on an annual basis to ensure that all components are current.

All job description updates will be made annually, by December 31st of each year, except when otherwise necessitated by unforeseeable circumstances.

- 36.2 If the Employer excludes classifications from the bargaining unit, the Union may petition the Public Employees Relations Commission for unit clarification.

ARTICLE 37
EMPLOYEE AND UNION COOPERATION

- 37.1 The Union agrees that it and all of its members will at all times, both individually and collectively work in the Employer's best interest and further will perform efficient work and put forth their best effort toward obtaining lowest possible operating costs to protect the properties and serve the best interest of KEYS.

ARTICLE 38
PROBATION

- 38.1 The probationary period shall be regarded as an integral part of the employment process. It shall be utilized for securing the most effective adjustment for newly hired employees and employees who are promoted or reclassified; and for closely observing the employee's work, and for "separating" employees, whose performance does not meet required standards.
- 38.2 The 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 be removed from probation, 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.

ARTICLE 38 (Continued)
PROBATION

- 38.3 A newly hired employee and an employee placed on disciplinary probation 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).
- 38.4 Further, a newly hired employee will not be covered by the terms of this Agreement, except for Articles 5, 6, 7, 8, 9, 10.1, 10.2, 10.5, 10.14, 11, 12.1, 12.2, 12.4, 12.6, 13, 14, 15, 19, 20.1, 20.2, 20.3 (a), 20.3 (c), 20.4, 23, 24, 26, 32, 33, 35 and 38. Any employees in their new hire probationary period shall accrue sick and vacation leave from the date of hire but shall not be eligible to use any sick leave or to use or be compensated in any way for vacation leave until the newly hired employee successfully completes the probationary period and becomes a regular employee.
- 38.5 A regular employee who is promoted or reclassified shall be placed on a temporary probationary period for six (6) months. This temporary period is in order to determine whether or not such employee can satisfactorily perform the duties and accomplish the work in the position to which the employee has been promoted or reclassified. The probationary period will be six (6) months of continuous employment. However, the Employer may extend an employee's probationary period for up to an additional six (6) months of continued employment if employee does not satisfactorily meet new position expectations. 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 removed from probation, 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. Any absences may extend the temporary probation for the same amount of time. A regular employee who transfers into a new position may be subject to monthly performance evaluations as per KEYS' Rules & Regulations policy.

ARTICLE 39
COMPENSATORY LEAVE

- 39.1 Employees may convert up to fifty-four (54) overtime hours for a maximum of eighty-one (81) straight-time equivalent hours in a contract year into compensatory leave. Converting compensatory time will be solely at the discretion of the employee by submitting the required documentation to their Supervisor. (Example of compensatory conversion: 1-hour overtime equals 1.5 hours compensatory leave.) Employees must convert a minimum of two (2) hours per pay period and must be in whole hour increments. All compensatory leave must be taken within the contract year or it will be paid out. Granting compensatory leave cannot unduly disrupt departmental operations.

ARTICLE 40
EMPLOYEE REST TIME POLICY

Purpose:

The purpose of this Employee Rest Time Policy is to provide employees and supervisors with guidelines, which will be used in determining eligibility for Rest Time Pay. To maintain a safe and productive working environment, KEYS recognizes that rest times are important.

The rest time pay benefit in this policy is applicable to situations involving routine unscheduled/unplanned trouble calls and preplanned work assignments. It is not applicable to declared emergencies whether inside or outside of regularly scheduled work hours. This policy does not limit KEYS' right to schedule and/or reschedule employees in accordance with business necessity.

An employee required to continue working past the normal completion time of his/her scheduled shift or who is called back to work without having eight (8) consecutive hours off may be granted, up to eight (8) consecutive hours off, some of which may be paid time off ("paid rest time"), following these guidelines, between the time the employee is released from work and prior to reporting for the next work period. All paid rest time must be pre-approved at the Department Director's (or designee's) discretion for each circumstance on a case-by-case basis. The following guidelines will be used by the Department Director (or designee) when applying his/her discretion in determining the amount of paid rest time that may be approved, up to eight (8) hours, for affected employees:

Guidelines:

- Paid rest time will not be granted in any case to an employee who has had at least eight hours off before the start of a normal scheduled shift.
- Paid rest time will not be granted in any case to an employee for work associated with a callout that occurs within three (3) hours of reporting to normal scheduled shift. In such cases, the employee is expected to work until the completion of his/her normal shift.
- To be eligible for paid rest time, an employee must work at least three (3) consecutive hours of extra duty during the eight (8) hour period before the start time of his/her normal scheduled shift in order to be eligible for up to four (4) hours of paid rest time. An employee who works at least five (5) consecutive hours of extra duty during the eight (8) hour period before the start time of his/her normal scheduled shift may be paid up to eight (8) hours of paid rest time, depending upon the number of hours actually worked. Employees who were on paid standby and who are approved for more than four (4) hours of paid rest time shall not forfeit their standby pay.
- Eligibility for paid rest time will be determined in the discretion of the Department Director (or designee) for work performed in non-consecutive or intermittent call outs or for work taking less than three (3) consecutive hours.
- The employee must obtain pre-approval from the Department Director (or designee) for the amount of paid rest time in each case. This will ensure that the Department is aware of scheduling issues and options and possible conflicts.
- When paid rest time is approved to cover time during an employee's normally scheduled work shift, the employee will be paid full pay on an "hour-for-hour" basis for up to eight (8) hours that the employee is absent on such approved paid rest time during his/her next regular scheduled shift.
- For the purposes of calculating overtime pay eligibility, normally scheduled shift hours that are substituted for properly approved "paid rest time" hours will be considered hours worked.

ARTICLE 41
MUTUAL AID

When KEYS receives a request for Mutual Aid storm assistance, the General Manager & CEO will have sole authority to determine whether or not KEYS will respond and how many crews will be provided.

- 41.1 Any employee engaged in storm mutual aid will be paid at a rate of one and one half (1.5) times their current hourly rate for all hours actually worked, inclusive of travel. Any employee engaged in storm mutual aid on a Sunday will be paid at a rate of two (2) times their current hourly rate for all hours actually worked, inclusive of travel.
- 41.2 Any employee engaged in Mutual Aid storm assistance on a KEYS' holiday as outlined in Article 11 of the CBA, will be paid at a rate of two and one half (2.5) times the employees current hourly rate for the first eight (8) hours worked, and two (2) times the employees current hourly rate for additional hours worked beyond the initial eight (8) hours. Employees will not be afforded a replacement holiday as outlined in Article 11 of the CBA.
- 41.3 Employees engaged in Mutual Aid storm assistance may not convert Mutual Aid hours to compensatory leave as outlined in Article 39 of the CBA.
- 41.4 Any employee engaged in Mutual Aid storm assistance will receive per diem at the current Fiscal Year per diem rate for the destination for Meals & Incidentals (M&IE) according to the United States General Services Administration (GSA) rate.

EXHIBIT "A"

EXHIBIT A Bargaining Unit Pay Scale Effective May 1, 2024-April 30, 2025						
Job Title	Step 1	Step 2	Step 3	Start of 3rd Year Step 4	Start of 4th Year Step 5	Lump Sum May 1
Accounting Representative	\$26.20	\$29.34	\$32.48			N/A
Apprentice Auto Mechanic	\$26.10	\$29.23	\$32.36	\$34.14	\$36.02	N/A
Apprentice Engineering Field Representative	\$35.20	\$39.42	\$43.65			N/A
Apprentice I&E Tech/Operator Level I (12-hour S)	\$31.81	\$35.63	\$39.45	\$41.62	\$43.90	N/A
Apprentice I&E Tech/Operator Level II (12-hour S)	\$40.19	\$45.01	\$49.83			N/A
Apprentice Lineman	\$31.54	\$35.32	\$39.11	\$41.26	\$43.52	N/A
Apprentice Maintenance Person	\$25.96	\$29.07	\$32.19	\$33.96	\$35.82	N/A
Apprentice Meter Service Technician	\$28.61	\$32.04	\$35.48			N/A
Apprentice Operator Maintainer (12-hour S)	\$30.81	\$34.51	\$38.20	\$40.30	\$42.52	N/A
Apprentice Power System Coordinator (12-hour S)	\$39.11	\$43.81	\$48.50			N/A
Apprentice Storekeeper	\$25.07	\$28.08	\$31.09			N/A
Apprentice Substation Electrician	\$31.81	\$35.63	\$39.45	\$41.62	\$43.90	N/A
Apprentice Tree Trimmer	\$26.52	\$29.71	\$32.89			N/A
Auto Diesel Vehicle Technician	\$32.95	\$36.90	\$40.85			N/A
Buyer Inventory Analyst	\$32.64	\$36.55	\$40.47			N/A
Collections Representative	\$27.13	\$30.38	\$33.64			N/A
Courier*			\$26.03			N/A
Customer Service Leader	\$29.50	\$33.05	\$36.59			N/A
Customer Service Representative I	\$22.90	\$25.64	\$28.39			N/A
Customer Service Representative II	\$25.15	\$28.17	\$31.19			N/A
Customer Service Representative III	\$28.89	\$32.36	\$35.83			N/A
Engineering Field Representative	\$39.11	\$43.81	\$48.50			N/A
Fleets Leader	\$37.08	\$41.53	\$45.98			N/A
General Helper/Courier	\$20.08	\$22.48	\$24.89			N/A
GIS / Autocad Operator	\$39.11	\$43.81	\$48.50			N/A
I&E Technician/Operator (12-hour S)	\$44.38	\$49.71	\$55.03			N/A
Journey Lineman	\$45.19	\$50.61	\$56.03			N/A
Line Leader	\$49.26	\$55.17	\$61.08			N/A
Maintenance Leader Facilities	\$36.52	\$40.90	\$45.29			N/A
Maintenance Person	\$31.22	\$34.96	\$38.71			\$3,109.60
Meter Service Office Representative	\$32.65	\$36.56	\$40.48			N/A
Meter Service Technician	\$31.88	\$35.71	\$39.53			N/A
Meter Services Leader	\$35.71	\$40.00	\$44.29			N/A
Operator/Generation Engineering Technician (12-hour S)	\$41.69	\$46.70	\$51.70			N/A
Operator / Maintainer (12-hour S)	\$38.42	\$43.03	\$47.64			N/A
Operator / Maintainer Leader (12-hour S)	\$43.43	\$48.64	\$53.86			N/A
Power System Coordinator (12-hour S)	\$43.60	\$48.83	\$54.07			N/A
Power System Coordinator (NERC) (12-hour S)	\$44.50	\$49.84	\$55.18			N/A
Receptionist	\$20.22	\$22.64	\$25.07			N/A
SCADA/Relay Technician	\$40.32	\$45.16	\$50.00			N/A
Storekeeper	\$29.76	\$33.33	\$36.91			N/A
Substation Electrical Leader	\$47.62	\$53.33	\$59.05			N/A
Substation Electrician	\$44.38	\$49.71	\$55.03			N/A
Tree Trimmer	\$30.41	\$34.06	\$37.71			N/A
*Courier position will be removed from pay scale once incumbent vacates position.						
Positions denoted with (12-hour S) designate a 12-hour shift employee who will, or may at times, work a 12-hour shift (2-shift changes per 24-hours period) schedule as outlines in Article 7.3 (e).						

EXHIBIT "B"

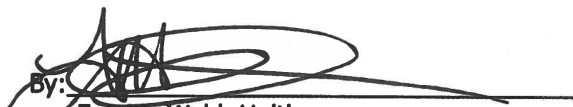
GUIDELINES FOR OVERTIME PAYMENT"

LEAVE TYPE	LEAVE TAKEN BEFORE OR AFTER OT	OT PLANNED OR UNPLANNED	PAYMENT TYPE
Annual Leave with 5 day notice	Regardless	Regardless	Premium Pay
Annual Leave without 5 day notice	Before	Planned	Regular Adjustment
Annual Leave without 5 day notice	Before	Unplanned	Regular Adjustment
Annual Leave without 5 day notice	After	Planned	Regular Adjustment
Annual Leave without 5 day notice	After	Unplanned	Regular Adjustment
Jury Duty	Regardless	Regardless	Premium Pay
Worker's Comp	Regardless	Regardless	Premium Pay
Family Death	Regardless	Regardless	Premium Pay
Sick Leave w/Dr. Note	Before	Planned	Channels *Emergenices (Common Illness excluded)
Sick Leave w/Dr. Note	Before	Unplanned	Premium Pay
Sick Leave w/Dr. Note	After	Planned	Channels *(Common Illness excluded)
Sick Leave w/Dr. Note	After	Unplanned	Channels *(Common Illness excluded)
Sick Leave without Dr. Note	Before	Planned	Regular Adjustment
Sick Leave without Dr. Note	Before	Unplanned	Regular Adjustment
Sick Leave without Dr. Note	After	Planned	Regular Adjustment
Sick Leave without Dr. Note	After	Unplanned	Regular Adjustment
Sick Leave used for Dr. Appt with 10 day notice	Before	Planned	Premium Pay **Unless Supervisor Planned OT before Employee gave Notice**.
Sick Leave used for Dr. Appt with 10 day notice	Before	Unplanned	Premium Pay
Sick Leave used for Dr. Appt with 10 day notice	After	Planned	Premium Pay **Unless Supervisor Planned OT before Employee gave Notice**.
Sick Leave used for Dr. Appt with 10 day notice	After	Unplanned	Premium Pay
Sick Leave used for Dr. Appt with less than 10 day notice	Before	Planned	Channels *(Common Illness excluded)
Sick Leave used for Dr. Appt with less than 10 day notice	Before	Unplanned	Premium Pay
Sick Leave used for Dr. Appt with less than 10 day notice	After	Planned	Regular Adjustment
Sick Leave used for Dr. Appt with less than 10 day notice	After	Unplanned	Channels *(Common Illness excluded)
Sick Leave used for Family Illness	Before	Planned	Channels
Sick Leave used for Family Illness	Before	Unplanned	Channels
Sick Leave used for Family Illness	After	Planned	Channels
Sick Leave used for Family Illness	After	Unplanned	Channels

Employees responsibility for bringing overtime issues up to his/her Supervisor within the same pay period.)

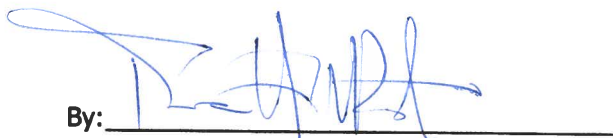
IN WITNESS WHEREOF, The Utility Board of the City of Key West, Florida "Keys Energy Services" and the International Brotherhood of Electrical Workers "Local Union 1990", have each caused these present to be executed in their names on behalf of their proper officials hereunto duly authorized this **27th day of March, 2024.**

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL UNION 1990

By: 
Frankie Webb Holtkamp
President – Local Union 1990

By: 
Dane'le Waldon
Vice President – Local Union 1990

UTILITY BOARD OF THE CITY OF KEY WEST
"KEYS ENERGY SERVICES"

By: 
Timothy Root
Utility Board Chair

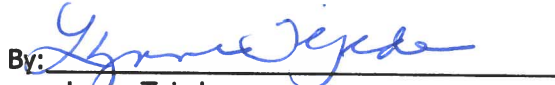
By: 
Lynne Tejeda
Secretary – Utility Board

EXHIBIT A
Bargaining Unit Pay Scale
Effective May 1, 2025-April 30, 2026

Job Title	Step 1	Step 2	Step 3	Start of 3rd Year Step 4	Start of 4th Year Step 5
Accounting Representative	\$27.37	\$30.66	\$33.94		
Apprentice Auto Mechanic	\$27.27	\$30.54	\$33.82	\$35.68	\$37.64
Apprentice Engineering Field Representative	\$36.79	\$41.20	\$45.61		
Apprentice I&E Tech/Operator Level I (12-hour S)	\$33.25	\$37.24	\$41.23	\$43.49	\$45.88
Apprentice I&E Tech/Operator Level II (12-hour S)	\$41.99	\$47.03	\$52.07		
Apprentice Lineman	\$32.96	\$36.91	\$40.87	\$43.12	\$45.49
Apprentice Maintenance Person	\$27.13	\$30.38	\$33.64	\$35.49	\$37.44
Apprentice Meter Service Technician	\$29.90	\$33.49	\$37.08		
Apprentice Operator Maintainer (12-hour S)	\$32.19	\$36.06	\$39.92	\$42.11	\$44.43
Apprentice Power System Coordinator (12-hour S)	\$40.87	\$45.78	\$50.68		
Apprentice Storekeeper	\$26.20	\$29.34	\$32.49		
Apprentice Substation Electrician	\$33.25	\$37.24	\$41.23	\$43.49	\$45.88
Apprentice Tree Trimmer	\$27.72	\$31.04	\$34.37		
Auto Diesel Vehicle Technician	\$34.43	\$38.56	\$42.69		
Buyer Inventory Analyst	\$34.11	\$38.20	\$42.29		
Collections Representative	\$28.35	\$31.75	\$35.15		
Courier			\$27.20		
Customer Service Leader	\$30.84	\$34.54	\$38.24		
Customer Service Representative I	\$23.93	\$26.80	\$29.67		
Customer Service Representative II	\$26.29	\$29.44	\$32.59		
Customer Service Representative III	\$30.20	\$33.82	\$37.44		
Engineering Field Representative	\$40.87	\$45.78	\$50.68		
Fleets Leader	\$38.75	\$43.40	\$48.05		
General Helper/Courier	\$20.98	\$23.49	\$26.01		
GIS / Autocad Operator	\$40.87	\$45.78	\$50.68		
I&E Technician/Operator (12-hour S)	\$46.38	\$51.94	\$57.51		
Journey Lineman	\$47.22	\$52.89	\$58.55		
Line Leader	\$51.47	\$57.65	\$63.83		
Maintenance Leader Facilities	\$38.17	\$42.75	\$47.33		
Maintenance Person	\$32.62	\$36.54	\$40.45		
Meter Service Office Representative	\$34.11	\$38.21	\$42.30		
Meter Service Technician	\$33.31	\$37.31	\$41.31		
Meter Services Leader	\$37.33	\$41.80	\$46.28		
Operator / Generation Engineering Technician (12-hour S)	\$43.57	\$48.80	\$54.03		
Operator / Inventory Technician (12-hour S)	\$41.83	\$46.85	\$51.87		
Operator / Maintainer (12-hour S)	\$40.15	\$44.97	\$49.78		
Operator / Maintainer Leader (12-hour S)	\$45.39	\$50.84	\$56.28		
Power System Coordinator (12-hour S)	\$45.57	\$51.04	\$56.50		
Power System Coordinator (NERC) (12-hour S)	\$46.50	\$52.08	\$57.66		
Receptionist	\$21.13	\$23.66	\$26.20		
SCADA/Relay Technician	\$42.14	\$47.19	\$52.25		
Storekeeper	\$31.11	\$34.84	\$38.57		
Substation Electrical Leader	\$49.76	\$55.74	\$61.71		
Substation Electrician	\$46.38	\$51.94	\$57.51		
Tree Trimmer	\$31.78	\$35.59	\$39.41		

*Courier position will be removed from pay scale once incumbent vacates position

EXHIBIT A
Bargaining Unit Pay Scale
Effective May 1, 2026 - April 30, 2027

Job Title	Step 1	Step 2	Step 3	Start of	Start of
				3rd Year	4th Year
				Step 4	Step 5
Accounting Representative	\$28.60	\$32.03	\$35.47		
Apprentice Auto Mechanic	\$28.50	\$31.92	\$35.34	\$37.29	\$39.34
Apprentice Engineering Field Representative	\$38.44	\$43.05	\$47.66		
Apprentice I&E Tech/Operator Level I (12-hour S)	\$34.75	\$38.92	\$43.09	\$45.46	\$47.96
Apprentice I&E Tech/Operator Level II (12-hour S)	\$43.88	\$49.15	\$54.41		
Apprentice Lineman	\$34.44	\$38.58	\$42.71	\$45.06	\$47.54
Apprentice Maintenance Person	\$28.35	\$31.75	\$35.15	\$37.09	\$39.13
Apprentice Meter Service Technician	\$31.25	\$35.00	\$38.75		
Apprentice Operator Maintainer (12-hour S)	\$33.64	\$37.68	\$41.72	\$44.01	\$46.43
Apprentice Power System Coordinator (12-hour S)	\$42.71	\$47.84	\$52.96		
Apprentice Storekeeper	\$27.38	\$30.67	\$33.95		
Apprentice Substation Electrician	\$34.75	\$38.92	\$43.09	\$45.46	\$47.96
Apprentice Tree Trimmer	\$28.97	\$32.44	\$35.92		
Auto Diesel Vehicle Technician	\$35.98	\$40.29	\$44.61		
Buyer Inventory Analyst	\$35.64	\$39.92	\$44.19		
Collections Representative	\$29.62	\$33.18	\$36.73		
Courier*			\$28.42		
Customer Service Leader	\$32.23	\$36.09	\$39.96		
Customer Service Representative I	\$25.00	\$28.00	\$31.01		
Customer Service Representative II	\$27.46	\$30.76	\$34.06		
Customer Service Representative III	\$31.55	\$35.34	\$39.12		
Engineering Field Representative	\$42.71	\$47.84	\$52.96		
Fleets Leader	\$40.49	\$45.35	\$50.21		
General Helper/Courier	\$21.92	\$24.55	\$27.18		
GIS / Autocad Operator	\$42.71	\$47.84	\$52.96		
I&E Technician/Operator (12-hour S)	\$48.47	\$54.28	\$60.10		
Journey Lineman	\$49.34	\$55.26	\$61.18		
Line Leader	\$53.79	\$60.25	\$66.70		
Maintenance Leader Facilities	\$39.89	\$44.67	\$49.46		
Maintenance Person	\$34.09	\$38.18	\$42.27		
Meter Service Office Representative	\$35.65	\$39.93	\$44.20		
Meter Service Technician	\$34.81	\$38.99	\$43.17		
Meter Services Leader	\$39.00	\$43.68	\$48.36		
Operator / Generation Engineering Technician (12-hour S)	\$45.53	\$51.00	\$56.46		
Operator / Inventory Technician (12-hour S)	\$43.71	\$48.96	\$54.20		
Operator / Maintainer (12-hour S)	\$41.95	\$46.99	\$52.02		
Operator / Maintainer Leader (12-hour S)	\$47.43	\$53.12	\$58.81		
Power System Coordinator (12-hour S)	\$47.61	\$53.33	\$59.04		
Power System Coordinator (NERC) (12-hour S)	\$48.59	\$54.42	\$60.25		
Receptionist	\$22.08	\$24.73	\$27.38		
SCADA/Relay Technician	\$44.03	\$49.32	\$54.60		
Storekeeper	\$32.50	\$36.41	\$40.31		
Substation Electrical Leader	\$52.01	\$58.25	\$64.49		
Substation Electrician	\$48.47	\$54.28	\$60.10		
Tree Trimmer	\$33.21	\$37.20	\$41.18		

*Courier position will be removed from pay scale once incumbent vacates position

ARTICLE 9 (Continued)
ON CALL/STAND-BY ASSIGNMENTS

- 9.2 Assignments will be established on an annual basis by the Department Director. Each employee assigned to on-call/stand-by duty shall be required to perform such duties as required unless for reasons of emergency beyond his/her control he/she is prevented from carrying out his/her assignment. With the approval of the Supervisor, employees will be allowed to exchange "on-call"/"stand-by" duty. In the event, it is impossible for the employee to so carry out his/her assignment he/she must immediately notify the assigned Supervisor in charge.
- (a) For each weekly period from the Line Section there may be at least two (2) employees placed on an "on-call"/"stand-by" status in order to perform emergency work. In that event, at least one (1) such employee will be a Lineman qualified to perform all phases of emergency work. The second assigned employee shall be an Apprentice Lineman. He/she must be an employee or employees of the Line Section meeting management requirements, and with not less than one (1) year experience in such classification. So far as possible, employees will not be given "on-call"/"stand-by" assignments on successive weeks.
- (b) Each employee while assigned must, during all hours outside his/her regular scheduled hours of work, be available to be reached by the phone on record with KEYS, and ready to immediately respond and perform such service as required. In the event the assigned employee fails to perform assigned duties, except under circumstances set forth in paragraph 9.1 herein above, he/she shall immediately forfeit such guaranteed assignment pay to which he/she may otherwise be entitled and become subject to other disciplinary measures as deemed warranted by KEYS.
- 9.3 Any employee assigned to "on-call"/"stand-by" for trouble calls, unloading fuel, and supporting planned projects the Line Section will perform on Saturday, Sunday, and holidays, shall be paid a guarantee of two (2) hours at the applicable rate for each day standing-by.
- 9.4 Any employee who reports for work as scheduled or required, and the work is canceled for any reason, he/she shall receive a guarantee of two (2) hours at the applicable rate of pay at reporting time.
- 9.5 In the event an employee is not assigned to "on-call"/"stand-by" and is called for work outside his/her scheduled hours of work, he/she shall receive a minimum of two (2) hours of pay. Employees have an obligation to respond to calls for assistance with emergencies when available outside the employee's scheduled hours of work.
- 9.6 (a) In the event an employee is called to work not less than one (1) hour before his/her scheduled starting time and continues working his/her regular scheduled hours, he/she shall be granted a meal and paid time to eat same, not in excess of thirty (30) minutes.