



BCRSD

Boone County Regional Sewer District

Clean water for your future

PERSONNEL POLICY MANUAL

Effective _____ 2022

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SECTION 1: INTRODUCTORY PROVISIONS

1.1: AUTHORITY

The Board of Trustees of the Boone County Regional Sewer District (the “Board of Trustees”) establishes these policies and procedures. Administration of and compliance with these policies and procedures is delegated by the Board of Trustees to the General Manager of the Boone County Regional Sewer District (the “General Manager”).

1.2: PURPOSE

The purpose of these policies and procedures is to provide for a comprehensive and standardized system of personnel administration.

1.3: SCOPE

These policies and procedures shall apply to all employees of the Boone County Regional Sewer District (the “District”).

1.4: VIOLATION OF POLICIES

Any violation of or failure to adhere to the policies or procedures contained in this manual or abuse or misuse of the benefits described in this manual by an employee of the District may result in disciplinary action, up to and including termination, for such employee.

1.5: AMENDMENTS

The provisions of and policies and procedures contained in this manual are subject to change at any time, with or without notice, by action of the Board of Trustees.

SECTION 2: EMPLOYMENT

2.1: AT-WILL EMPLOYMENT:

Unless a contract for employment between the employee and the Board of Trustees has been executed, employment with the District is classified as non-contractual, or “at-will”, employment. When the employment is "at-will", either the District or the employee may terminate such employment at any time and for any or no reason, subject only to limited restrictions imposed by state and federal law. At-will employment extends for an indefinite period of time until either the District or the employee terminates the relationship.

The policies set forth in this manual are not intended to create a contract, nor are they to be construed to constitute contractual obligations of any kind, or a contract of employment between the District and any of its employees. The terms and conditions of employment for employees who have a contract with the District that is signed or approved by the Board of Trustees are subject to the policies set forth in this manual, subject to the terms of such contract.

2.2: APPLICATION FOR EMPLOYMENT:

All applicants are required to fill out an application for employment. Applications may require details concerning education, experience, reference, and other pertinent information. All applications should be signed by the applicant attesting to the accuracy and truthfulness of the information provided. Applicants are encouraged to include resumes when appropriate for the position but may not substitute a resume for the application.

Any misrepresentation, falsification or material omission in any of this information may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

2.3: EMPLOYMENT REFERENCE:

To ensure that District employees are well qualified and have a strong potential to be successful, the District will check applicants’ references and perform background checks when appropriate. The General Manager retains the right to request verification of education, experience, and other information provided by the applicant

2.4: FULL TIME/PART TIME POSITIONS:

- 1. Full Time Position:** Standard labor practice is to consider a full time position as working 2080 hours annually. A full time employee of the District is budgeted for 2080 work hours per year annually in each budget year, generally assumed to be 40 hours per each week of the year (considering adjustments for earned time for vacation pay, holiday pay, and sick pay).
- 2. Part Time Position:** A part time employee includes any employee which is budgeted for less than 2080 work hours per year annually in each budget year.

2.5: BENEFITED AND NON-BENEFITED POSITIONS:

All full time positions at the District are considered to be Benefited Positions.

A part-time position, upon approval by the Board of Trustees, may be eligible for benefits if the position is budgeted for a minimum of 1,000 work hours per year. Accrual rates for sick pay, vacation pay, and holiday pay will be pro-rated based upon the ratio of part-time budgeted hours for the position compared to a full time position.

2.6: TEMPORARY POSITIONS:

Temporary employees may be hired as interim replacements, to temporarily supplement the work force or to assist in completion of a specific project. Employment beyond any initially stated period does not in any way imply a change in temporary employment status. Temporary employees retain that status unless and until notified of a change by the General Manager. Temporary employees receive legally mandated benefits, such as workers' compensation insurance and Social Security, but they are ineligible for other benefits provided for employees in Benefited Positions.

If a temporary employee is transferred to a Benefited Position without a break in service, the employee will receive a balance of vacation and sick leave calculated from the first day of temporary employment. The employee will be credited with the length of service from the initial date of hiring by the District for the purpose of determining the monthly vacation accrual rate.

2.7: POSITION DESCRIPTIONS:

The District has developed descriptions for the various administrative and operational positions within the District. Position descriptions include description of work and essential functions for the position, as well as necessary qualifications, experience and education requirements, skills and abilities needed, any required licensing or certifications, and necessary physical requirements. Position descriptions may be amended or deleted, and new position descriptions approved, by the Board of Trustees from time to time with or without notice.

2.8: PAY CLASSIFICATIONS:

Each job description defines a level of knowledge, experience, training, and other factors required for that position. The District has established a set of pay ranges which are amended from time to time by the Board of Trustees based on comparative wage information and other factors. Positions with similar requirements and responsibilities are classified and grouped into similar pay ranges, each with a minimum and maximum rate of pay for each classification.

Pay classifications do not guarantee employment for any specified period of time nor do they affect the at-will nature of an employee's employment with the District.

2.9: SIX-MONTH PROBATIONARY PERIOD:

District employees are subject to a probationary period of six (6) months beginning on the employee's first day of employment with the District. This probationary period is an integral part of the employment process. During the probationary period, the employee's work will be observed to ensure the employee is able to perform the duties and responsibilities as assigned. An employee whose performance does not meet the required standards and expectations may be considered for replacement at the end of an unsatisfactory probationary period or at any time during the probationary period. At the discretion of the General Manager, the probationary period may be extended by consultation with and written notice to the employee for not longer than an additional six (6) months (a total probationary period of twelve (12) months). This provision shall not be construed to alter the at-will nature of any employee's employment with the District.

New District employees do not accrue vacation hours during the probationary period. However, upon successful completion of the probationary period, vacation hours are calculated from the initial date of hire. Employees may use accumulated sick leave hours during the probationary period according to the Sick Leave Policy described in this manual. Employees serving a probationary period are ineligible to receive merit increases.

2.10: SIX-MONTH QUALIFYING PERIOD:

District employees are subject to a qualifying period of six (6) months following a transfer from one position with the District to another position with the District. This qualifying period is an integral part of the process of transferring employees to different positions within the District. During the qualifying period, the employee's work will be observed to ensure the employee is able to perform duties and responsibilities as assigned. An employee whose performance does not meet the required standards and expectations may be considered for replacement at the end of an unsatisfactory qualifying period or at any time during the qualifying period. At the option of the General Manager, the qualifying period may be extended by consultation with and written notice to the employee for an additional six (6) months (a total qualifying period of twelve (12) months). An employee whose performance does not meet the required standards and expectations may be transferred back to the employee's previous position or another open position with the District at the sole discretion of the General Manager, but nothing in this provision shall be construed to create a right for the employee to return to a previous position, or any other position, with the District. Nothing in this provision shall be construed to alter the at-will nature of any employee's employment with the District.

During a qualifying period, employees may use accumulated vacation hours subject to receiving the approval of the General Manager.

2.11: ACTING APPOINTMENTS

From time to time, a vacancy may occur for a position which cannot be left vacant for any but the shortest time, meaning the normal process for advertising for and evaluating candidates cannot be met. When such a situation occurs, or for some other reason it is not feasible to make a permanent appointment, the General Manager may appoint an employee in an acting and temporary capacity.

The duration of such an appointment shall be at the discretion of the General Manager but shall not exceed six (6) months without approval of the Board of Trustees.

2.12: PERFORMANCE EVALUATIONS:

Upon completion of the probationary period, the employee's supervisor may furnish the employee with a written evaluation of job performance that may be included in the employee's personnel file. Such evaluation may be used to determine that the employee has satisfactorily completed the probationary period.

Supervisors and employees are strongly encouraged to discuss job performance, goals and needed training on an informal, day-to-day basis. Such discussions help to identify deficiencies in training or need for remedial or disciplinary action as soon as possible.

An employee's supervisor may conduct an annual performance evaluation. Such evaluation provides the supervisor and the employee an opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and develop positive, purposeful approaches for meeting and exceeding goals. Performance evaluations become a part of the employee's permanent personnel file. Performance evaluations may be used in awarding promotions or pay increases.

The General Manager is required to certify that a current annual evaluation exists prior to providing merit increases.

2.13: EMPLOYEE RECORDS:

The General Manager will maintain a complete personnel record for each employee. This personnel record may include: job application, resume, classification and salary changes, bi-weekly time records reflecting time worked and overtime, special leaves of absence, vacation, sick and medical leave, evaluations, meritorious achievements or disciplinary actions, all reports related to employee appeals or disputes, letters of resignation, and all other correspondence generated by the employee, the immediate supervisor or the General Manager, related to the employee's job performance or duties.

The General Manager may delegate a manager of administration or such other administrative staff as required, to maintain a personnel file on each employee which may contain: original application for employment; pre-employment reference; personnel action forms; information regarding rate of pay; benefit status; and any record required for benefit delivery or reporting reasons (i.e. FICA, Federal and State taxes, etc.). The information contained in the personnel file regarding the employee's name, positions, salaries and lengths of service is open and available to the public for inspection and copying. All other information contained in the employee's personnel file may be made available to persons other than those noted above only upon written approval signed by the employee and the manager of administration or such other administrative staff as delegated by the General Manager.

Personnel records for an individual employee maintained by administrative staff shall be open and accessible to the employee during their employment upon written request and approval of the General Manager. However, the employee may not have access to pre-employment information. An

individual employee's personnel records shall not be available to the employee after the employee ceases employment with the District unless requested in writing by the employee and the General Manager approves the request, except to the extent that the requested information is open and available to the general public.

Subject to any provisions of the law requiring access to employee records, personnel records maintained by the General Manager or delegated administrative staff are considered the property of the District, as employer, and not the property of the employees. Employee records in personnel files shall be closed records except for the employee's name, title, date(s) of employment, rate of pay and salary history.

2.14: EMPLOYMENT SEPARATION:

Some of the most common circumstances of separation of employment with the District are:

1. **Resignation:** Voluntary employment termination initiated by an employee.
2. **Dismissal:** Involuntary termination of employment initiated by the District.
3. **Retirement:** Voluntary employment termination initiated by an employee who meets age, length of service, and any other criteria for retirement from the District.
4. **Layoff:** Involuntary employment termination by the District for reasons unrelated to the employee's job performance.

An employee resigning from District employment shall present a written resignation to the General Manager. Employees are encouraged to provide as much notice as possible, and shall at a minimum provide the following notice:

1. Hourly Paid Employee - 2 Weeks
2. Supervisory/Management Employee - 4 Weeks

Nothing in this section shall be construed to alter the at-will nature of any employee's employment with the District.

Based on the type of employment separation, some benefits may be continued at the employee's expense if the employee so chooses. The employee will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance. (For further explanation, refer to the Employee Benefits Section, Benefits Continuation - COBRA).

Upon separation of employment, any accrued, vested benefits that are due and payable at termination required by law will be paid. (For further explanation, refer to Section 4.4 Termination Pay.)

Employees are encouraged to provide the District with current contact information in the future, in order to be apprised of changes to benefit plans which may affect them.

2.15: EQUAL OPPORTUNITY EMPLOYER:

The District provides equal employment opportunities to all employees and applicants for employment and complies with all federal, state, and local fair employment practices laws. The District strictly prohibits and does not tolerate discrimination against employees, applicants for employment or any other covered persons because age, race, religion, creed, skin color, sex (including gender, pregnancy, sexual orientation, and gender identity or expression), national origin or ancestry, veteran status, disability, or any other protected class. The District reasonably accommodates the religious observances, beliefs and practices of all employees. This policy applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, transfer, leaves of absence, compensation and benefits.

2.16: AMERICANS WITH DISABILITIES ACT/HUMAN RIGHTS LAW:

The District does not discriminate against persons with disabilities and complies with the Americans with Disabilities Act and all applicable state and local laws. Job applicants are not asked about disabilities in the employment selection process except as it would relate to performance of the essential functions of the position. The District will reasonably accommodate qualified individuals with a disability if such accommodation would allow the individual to perform the essential function of the job, unless doing so impose an undue hardship on the District.

SECTION 3: EMPLOYEMENT BENEFITS

The Board of Trustees is responsible for determining benefits offered to District employees. Benefits may be altered, amended, and have additions and or deletions with or without notice and may be based upon factors that sometimes cannot be predicted.

3.1: RETIREMENT CONTRIBUTIONS:

The District offers a 457(b) tax advantaged retirement plan. All full-time permanent employees who are at least 18 years of age and have worked at least one (1) year are eligible to participate in the plan. Each payroll a percentage of the employee's base pay is contributed to the employee's plan by the District. The percentage of District contribution is reviewed and approved by the Board of Trustees annually. In addition, employees have the opportunity to contribute a portion of their salary to the plan as well. For both the District and employee contributions, the employee chooses how the funds are invested from a menu of available investments provided by the plan administrator. More information, investment options, etc., are provided by the plan administrator.

3.2: RETIREMENT CONTRIBUTIONS FOR FORMER EMPLOYEES:

Previous employees who were eligible to participate in the retirement plan at the time of their separation and are subsequently re-hired by the District within one (1) year for another benefit-eligible position will be eligible to again participate in the retirement plan at the end of their probationary period. Previous employees who were NOT eligible to participate in the retirement plan at the time of their separation and are subsequently re-hired by the District within one (1) year will receive credit for the time previously worked toward the one year eligibility requirement for participation in the plan. If the period of time of previous employment plus the six-month probationary period exceeds one year, eligibility to participate in the plan will commence at the end of the probationary period.

3.3: HOLIDAYS:

The District follows the holiday schedule designated by the Boone County Commission ("Commission") for each calendar year. These are generally those holidays recognized by the State of Missouri, which include New Years' Day; Martin Luther King, Jr. Day; Lincoln's Day; President's Day; Truman's Day; Memorial Day; Juneteenth; Independence Day; Labor Day; Columbus Day; Veteran's Day; Thanksgiving Day, and Christmas Day., Generally, a list of observed holidays is available at the beginning of each calendar year. Time off for holidays shall not be compensated except as outlined in the Holiday Pay policy below.

3.4: HOLIDAY PAY:

Benefited employees receive holiday pay for designated holidays. In order to receive holiday pay, an employee must be on the payroll and in pay status the workday immediately before and the workday immediately following the holiday. An employee is in pay status when the employee is on duty or on an authorized leave other than leave of absence. **Employees who terminate their employment, for any reason, shall not be eligible for holiday pay unless he/she is in attendance at work on the day before and the day after a holiday.**

Holiday pay for full time employees is eight (8) hours of regular pay. Holiday pay for part time employees is computed as follows:

$$\frac{\text{Number of budgeted hours for position per year} \times 8 \text{ hours} \times \text{hourly rate}}{2080 \text{ hours}}$$

If a benefited employee works on a holiday, he/she will receive both holiday pay as outlined above and compensation for actual hours worked.

If a holiday occurs while an employee is on vacation or sick leave, time will not be charged against the employee's accumulated vacation leave or sick leave balance.

3.5: VACATION LEAVE:

Benefited full time employees accrue vacation leave according to length of employment, as follows:

Completed Years	Monthly Accrual	Yearly Accrual
6 months - 1 year ^{1*}	6.67 hr/mo	5 days
1 year	6.67 hr/mo	10 days
2 year	7.33 hr/mo	11 days
3 year	8.00 hr/mo	12 days
4 year	8.67 hr/mo	13 days
5 year	9.33 hr/mo	14 days
6-10 year	10.00 hr/mo	15 days
10 + years	13.33 hr/mo	20 days

Temporary Employees: Temporary employees are non-benefited and therefore do not accrue vacation leave. However, if a temporary employee moves to a benefited position without interruption of service, the employee will be credited with vacation leave from the date of initial employment.

Benefited employees with less than 80 compensatory hours for any bi-weekly pay period receive a pro-rated vacation accrual.

Vacation leave should be scheduled and approved in advance according to policy established by the General Manager.

Maximum Leave Accrual: The maximum annual leave any employee may accrue at any time shall not exceed twice his or her annual accrual rate. Any annual leave above the maximum accrual allowed will be forfeited. **No employee may have a negative vacation leave balance.**

Payment at Termination: Upon termination, an employee will be paid for vacation leave time accrued, subject to maximum compensation equal to twice his or her annual accrual rate. Any accrued leave in excess of that calculation shall be forfeited.

* New employees do not accrue vacation hours during the probationary period. Upon successful completion of the probationary period, vacation hours are calculated from the date of initial employment.

Vacation Leave For Former Employees: Benefited employees who terminate their service with the District and are re-hired within one (1) year in a benefited position may accrue vacation leave based on their original hire date at the discretion of the General Manager.

3.6: SICK LEAVE:

Benefited full time employees accrue sick leave at the rate of one (1) day per month. Benefited employees with less than 80 compensatory hours for a bi-weekly pay period receive a pro-rated sick leave accrual for that bi-weekly pay period.

The District has utmost concern for the health and welfare of all of its employees, and the use of sick leave shall be granted for proper cause. It is not an inherent right of the employee to be absent from work, as it may cause disruptions in the workplace and to other employees. Therefore identifiable misuse of sick leave shall be just cause for disciplinary action up to and including termination.

Employees may use their sick leave under the following conditions or situations:

1. The employee is unable to perform his or her duties due to illness or injury;
2. Medical or dental care of the employee or dependent (immediate family);
3. The employee has been exposed to a contagious disease(s) and may endanger others through contact;
4. Illness of employee's spouse, child, mother, father, brother, sister, legal wards, mother-in-law, and father-in-law requiring the employee to attend or care for such individual under the directives of a licensed physician;
5. Pre-natal and post-natal care under the directives of a licensed physician.

Employees are required to provide as much notice as practicable of a foreseeable need to use sick leave according to the policy established by the General Manager, and must provide notice as early as practicable for an unforeseeable need to use sick leave. An employee who is unable to report to work because of a reason stated above shall notify the immediate supervisor of the reason for his or her absence no later than thirty (30) minutes after the time he/she was expected to report to work, unless such reporting is not possible due to catastrophic circumstances. Sick leave shall not be allowed unless such a report has been made.

A written statement may be required as confirmation of the above. If the requested statement is not provided, sick leave with pay may be terminated and the employee may be placed on leave without pay. Sick leave with pay may be denied unless such a report has been made.

There is no maximum accrual of sick leave.

Upon termination the employee forfeits accrued sick leave balances.

3.7: INSURANCE:

The District maintains several types of insurance coverage for eligible employees, including health, dental, life and workers' compensation. The terms, coverage and premiums are subject to change as

the District completes the annual budget, but may be changed with or without notice. Administration of the various policies is generally handled between the employee and the insurance provider. Employees should refer to plan documents for additional information, terms, benefits and limitations.

Health Insurance: Certain District employees are eligible to participate in a major medical plan. Currently, employee coverage for eligible employees is paid by the District, and dependent coverage is available to be paid by the employee through payroll deduction. Premiums vary based on various factors including number, age and gender of dependents. The medical plan is reviewed periodically for coverage and cost.

Dental Insurance: Dental coverage for employees and dependents is available. Currently the District pays the premium for employees, and the cost of dependent coverage is paid by the employee through payroll deduction.

Employees whose employment is terminated have an option to continue their medical and dental insurance coverage for up to 18 months pursuant to the Consolidated Omnibus Budget Reconciliation Act (COBRA). The employee, not the District is responsible for payment of the premiums for such continuation of coverage.

Life Insurance: The District provides a term life insurance policy of \$25,000 for each employee at no cost to the employee. Employees may pay the premium for a nominal amount of coverage for dependents.

Long Term Disability Insurance: The District makes available a long term disability insurance policy to provide income in the event of a disability that does not allow the employee to return to work. The insurance provides a percentage of base income after a 90-day waiting period after disability.

Workers' Compensation: The District maintains a workers' compensation policy to provide coverage for work-related injuries. In the event of any claims under the workers' compensation policy, paid sick leave, vacation leave or any District disability plan may be used to supplement any payments that an employee is eligible to receive from worker's compensation insurance. The combination of worker's compensation payments, disability plan payments, paid sick leave and paid vacation leave cannot exceed the employee's normal weekly earnings.

3.8: POSITION CHANGES/TRANSFERS:

Employees who transfer within and between positions with the District will retain their accrued leave time benefits (i.e. vacation leave balances, sick leave balances and accrual rates).

3.9: ACCUMULATED/UNAWARDED TIME:

The amount of vacation or sick time available for an employee's use is limited to the amount of time identified on the last monthly Employee Sick Leave and Vacation Summary. **The time which has been accumulated but not awarded during the current pay period, is not accessible to the employee.** If additional time is needed, refer to "SECTION 7 – LEAVES OF ABSENCES".

3.10: USAGE OF ACCRUED TIME:

An employee who is scheduled to work a shift and is subsequently absent due to vacation or sick leave, will be required to use the number of vacation or sick hours that he/she was scheduled. However, if the General Manager determines that the employee should be scheduled to work additional hours during that week, the employee has the following options:

1. Receive their regular hourly compensation for hours worked in addition to compensation for used vacation or sick leave. Time in pay status shall be considered time worked for purposes of overtime eligibility. Overtime, at the 1.5 rate will be paid once an employee has reached forty (40) hours in pay status during one workweek. An employee is in pay status when the employee is on duty or on a scheduled holiday or on an authorized leave other than leave of absence.
2. Substitute the additional worked hours for hours that were scheduled to be deducted from the employee's vacation or sick leave balance. If the employee chooses this option, she/he will substitute the additional worked hours on an hour for hour basis.

3.11: EMPLOYEE ASSISTANCE PROGRAM

The District may maintain a contract Employee Assistance Program to provide counseling to be used at the employee's discretion. The service is completely confidential. Accumulated leave or leave without pay may be granted for treatment, counseling or rehabilitation.

The District may maintain a contract Employee Assistance Program to provide counseling or referral for drug and alcohol abuse. Accumulated leave or leave without pay may be granted for treatment, counseling or rehabilitation. It will be the employee's responsibility to comply with District request for referral and diagnosis and to cooperate fully with any prescribed therapy.

Rehabilitation is the responsibility of the Employee. In cases of mandatory referral to the Employee Assistance Program as a part of a disciplinary disposition or in compliance with a federal rule, the District shall require the counseling agency to report to the District: (1) that the Employee is attending the mandated counseling; (2) that the Employee is arriving on time to his or her scheduled appointments and is cooperating with his or her counselor; (3) that the Employee has completed his or her counseling or therapy and is released by the counseling provider; and (4) if any medical leave is required.

SECTION 4: COMPENSATION

4.1: WORK WEEK:

The Work Week begins on Monday and ends on Sunday for all employees of the District.

4.2: PAY PERIOD:

The pay period is two (2) Work Weeks.

4.3: PAYDAY:

Payday for all employees shall be the Friday following the end of a two-week pay period.

4.4: TIME KEEPING:

This section applies to all employees who are not exempt from Federal and State laws applying to overtime.

Federal and State laws require the District to keep an accurate record of time worked (time spent performing assigned duties) in order to calculate employee pay and benefits. The General Manager or his/her designee shall establish the policy, format and timing for completion and submission of time sheets or records.

Each employee is responsible for accurately recording and reporting his/her time worked. Employees must sign their time records to certify the accuracy of all time recorded. The employee's supervisor will review and sign the time records before submitting them for payroll processing.

If an employee fails to submit a time sheet to their supervisor, his/her paycheck may be delayed.

4.5: SHIFT DIFFERENTIAL:

All overtime eligible District employees assigned to rotating weekend shifts shall be paid a shift differential while on weekend shift. The shift differential shall be at a pay rate established in the District's budgetary process.

4.6: TRAVEL TIME PAY:

Employees will be compensated for travel time and overnight travel according to the Fair Labor Standards Act (FLSA).

4.7: STANDBY/CALL BACK PAY POLICY:

Any non-exempt employee who is called back into work at a time which is not his or her normal working hours or days will be compensated a minimum of three (3) overtime hours.

Employees on standby, or not expected for duty due to scheduled days off or who have left their normal place of work for their residence or elsewhere following their normal shift or work, who are called in to work, shall be credited a minimum of three (3) hours pay at the overtime rate for the first occurrence of call-back. If more than one call-back is received, the employee shall continue to earn overtime in addition to the first three (3) hours minimum credit. However, if the employee is required to actually work a total of three (3) consecutive hours or more during any call-back occurrence, the standard overtime pay provisions shall apply. Only one minimum three (3) hour call-back allowance shall be provided per day for any call-back and only if the actual working time required for that occurrence is less than three (3) hours total.

1. A duly authorized supervisor shall prepare a roster of employees assigned to standby duty. Employees shall receive, insofar as possible, a month's notice, and assignments shall be posted on accessible bulletin boards.
2. All personnel assigned to standby must be easily reached, capable, sober and ready to work at any time during their standby period. This condition shall be a mandatory part of the assignment.
3. No one on standby duty is expected to attempt any procedure, which he/she considers unsafe within requirements of the operation. If additional help is required to perform a job, the employee shall follow specified District procedures like those followed during regular working hours.
4. Standby duty normally shall be one week in duration, rotated among qualified employees and recorded for remuneration on a daily basis to be included with regular wages. An employee shall be removed from standby duty if deemed incapable due to illness, or other sanctioned, cleared emergency as determined by the duly authorized supervisor. If an employee requests sick leave during a part or whole day standby duty is assigned, it shall be up to the supervisor to determine whether or not the employee should be allowed to remain on standby, taking into account all circumstances pertinent to the matter.
5. A standby employee shall receive compensation. If called in, the standby compensation is paid as well as the minimum call-back pay compensation. Standby compensation will be paid as stipulated by the annual personnel budget adopted by the Board of Trustees each year.
6. Employees are expected to respond to the District office or job site, whichever is appropriate, within one-half hour after being contacted and time accounting begins upon arrival.

4.8: TEMPORARY EXTRA RESPONSIBILITY PAY:

An employee temporarily having additional duties or responsibilities may be considered for extra compensation. Such additional compensation must be approved by the Board of Trustees and shall be subject to budget approval and allocation.

4.9: ADMINISTRATIVE PAY CORRECTIONS:

The District takes all reasonable steps to ensure that employees receive accurate and prompt compensation. In the event there is an error in compensation or benefits, employees should promptly notify the General Manager or his/her designee. Every effort will be made to correct errors.

4.10: SALARY ADJUSTMENTS:

The Board appropriates funds in the annual budget for salary and wages, and may provide for salary increases and adjustments as follows.

1. **Merit Increase:** To recognize employee performance, as a function of each fiscal year's budget, the Board of Trustees may authorize a merit increase pool which includes a maximum salary percentage increase. Individual merit increases shall be determined by the General Manager based upon the employee's documented performance. Merit increase percentages may vary from employee to employee depending upon performance levels, but no individual merit increase may exceed the maximum percentage increase established by the Board of Trustees. The General Manager may award a merit increase even though such increase may cause an employee's salary to be greater than the applicable salary range for such employee.
2. **Cost-Of-Living Adjustment (COLA):** A COLA may be provided to all eligible employees upon approval by the Board of Trustees. The manager of administration or such other administrative staff as delegated by the General Manager will review the Consumer Price Index as certified by the Missouri State Tax Commission to measure inflation and report that information to the Board of Trustees for consideration as part of the annual budget process.

4.11: ADJUSTMENT OF SALARY RANGES:

1. Maintaining competitive salary and benefit packages is a major component of being able to attract and retain qualified employees to manage and operate the District. Knowing how salaries and benefits of the District compare to other organizations and companies which might compete for current or potential employees is therefore important. From time to time, but not less than every third year, staff shall undertake a wage/benefit survey to determine whether salary ranges for District staff should be adjusted to account for economic changes, changes in job descriptions, etc. Such wage/benefit survey may take a variety of forms, at the direction of the Board of Trustees, including analysis done by staff or outside consultants, and review of the salary ranges for similar positions within Boone County government. The Board of Trustees may choose to adopt applicable salary ranges established by Boone County for similar positions, or salary ranges different than those of Boone County if it is in the best interest of the District to attract and retain highly qualified employees.
2. Upon the approval by the Board of Trustees of adjustments to salary ranges, any employee whose rate of pay is below the new minimum salary for their position may receive a pay increase up to the new minimum salary, effective on the date the ranges are adjusted, upon approval by the General Manager.

4.12: FINAL PAY UPON TERMINATION OF EMPLOYMENT:

Final Check:

The official date of termination shall be the date of the employee's last day in attendance at work. Payments due the employee, including wages and eligible leave benefits, shall be made as follows:

Wages due and payable at the time of termination will be paid on the next regular payday unless an employee submits a written request to the General Manager for payment to be made within seven (7) days.

The General Manager will investigate any disputed compensation amounts.

Lump Sum Payment of Accrued Vacation Leave:

All benefited employees who voluntarily terminate their employment and comply with the provisions of these policies, including but not limited to Sec. 2.14 hereof, shall be eligible for a lump sum payment for unused vacation leave (up to twice the employee's annual accrual amount). Payment will be made according to the provisions described above. Employees who voluntarily terminate their employment without complying with these provisions may be denied lump sum payment for unused vacation leave. Payment of accrued vacation leave will occur on the next regular payday.

Post employment references – The General Manager or the employee's supervisor shall not be obligated to provide post-employment references for employees who cease working for the District unless required by law. Any post-employment reference request by a prospective employer for a former District employee made in writing to which the General Manager desires to respond shall be made in writing consistent with requirements of Section 290.152 RSMo. and a copy of such reference shall be provided to the employee as required by that section. The District will comply with the requirements of Section 290.140, RSMo. upon request.

SECTION 5: ALLOWANCES & INCENTIVES

Employees are eligible for certain allowances and incentives upon completion of their probationary or qualifying period.

5.1: CLOTHING REQUIREMENTS AND ALLOWANCE:

The General Manager will determine which employees shall be required to wear uniform clothing in the performance of their duties. Employees required to wear uniform clothing, specifically those individuals readily visible to the general public, may be provided with a pre-approved District uniform. If a complete District uniform is not provided by the District, the following clothing allowances shall apply:

Jeans - If not already provided as part of the District uniform, an employee who is required to wear standard dark blue denim jeans on the job may receive reimbursement for up to six new pairs each year at a rate of 70% of the cost of each pair of jeans..

Winter Weather Gear - Employees required to do outside work in inclement weather shall be provided a maximum of one hundred (\$100) per year per individual towards the purchase of insulated coveralls or a heavy polar type coat, if not part of the District uniform.

The District will allow eligible employees to have a two-year accumulation of the inclement weather clothing allowance. All uniform items and winter wear will be approved by the General Manager in order to maintain clothing uniformity.

The employee shall be required to wear the uniform clothing, to maintain the garments in a clean and maintained fashion, and to return the full allocation of garments upon separation from District employment. Failure to return the full allocation of garments upon separation from District employment will result in a deduction for the fair market value of the missing garments from the employee's final paycheck, subject to federal, state, and local wage and hour laws. The District shall replace uniform clothing damaged through natural wear on the job on a replacement (turn-in) basis, but not due to negligence by the employee. The employee shall wear uniform clothing only in route to and from work and while on duty.

5.2: PERSONAL PROTECTIVE GEAR

Footwear Allowance: The General Manager will determine which employees are required to wear personal protective footwear in the performance of their duties. Employees required to wear personal protective footwear will be

eligible for a footwear allowance. . Employees required to wear protective footwear shall be reimbursed up to a maximum of one hundred twenty-five dollars (\$125.00) for the safety-portion cost of the footwear per year per individual for securing appropriate and approved electric hazard rated and safety toe boots or shoes. The District will allow eligible employees to have a two-year accumulation of the safety shoe allowance.

Eye Protection: The General Manager may establish policies concerning needed eye protection and allow up to a maximum of fifty dollars (\$50.00) per person per year for prescription safety glasses or lenses. The District will allow eligible employees to have a four-year accumulation of the eye protection allowance.

5.3: PROFESSIONAL DEVELOPMENT INCENTIVES:

1. **Professional Dues and Licensing Fees** – The District shall pay the job-related professional organization dues of District employees when approved by their supervisor. The District shall pay fees for professional and other licenses required by employee job descriptions other than basic driver's licenses.
2. **Voluntary Certification and Licenses Upgrades** – If an employee of the District voluntarily upgrades their certification in wastewater treatment and/or collection system operations and maintenance; or voluntarily acquires other job related licenses or certifications, that employee will receive a one-time bonus of two hundred fifty dollars (\$250) per level upgraded, subject to the pre-approval of the General Manager and approval of such development bonus by the Board of Trustees.

SECTION 6: WORK CONDITIONS AND HOURS

6.1: WORK SCHEDULES:

Work schedules shall be developed and may be modified as needed by the General Manager, or the delegate supervisor, to meet the specific needs of the District.

6.2: OVERTIME:

All District positions are classified according to the following categories:

1. ***Class I:*** Employees exempt from overtime requirements of the FLSA
 - A. Employees in this class do not receive overtime compensation.
 - B. Employees in this class are considered to be executive, administrative or professional. They are expected to work the hours necessary to complete their tasks; no compensatory time is granted or accrued.
2. ***Class II:*** Employees who are not exempt from overtime requirements of FLSA. . Employees in this Class are covered under the FLSA and are required to submit time sheets covering the District's bi-weekly pay period in order to meet the record keeping requirements of the FLSA.
 - A. District employees in this Class shall maintain time sheets that commence on Monday and end on Sunday for each week in the bi-weekly pay period. Time in pay status shall be considered time worked for purposes of overtime eligibility. Overtime, at the 1.5 rate will be paid once an employee has reached forty (40) hours in pay status during one workweek. An employee is in pay status when the employee is on duty or on a scheduled holiday or on an authorized leave other than leave of absence. Amounts will be paid on the payday after the time sheets have been submitted to the General Manager. All other hours shall be compensated at the employee's regular rate of pay.
 - B. If the hours an employee in pay status in a week exceed 40 hours, the employee shall receive pay for each hour (or quarter increment thereof) over 40 at 1.5 times the employee's weighted average rate of pay for the pay period. Amounts will be paid on the payday after the time sheets have been submitted to the manager of administration or such other administrative staff as delegated by the

General Manager. All other hours shall be compensated at the employee's regular rate of pay.

- C. Overtime work shall not be performed unless overtime work is specifically required or requested by the General Manager. Claims for payment of unauthorized overtime may subject the employee to disciplinary action up to, and including, termination.
- D. Usage of Accrued Time: An employee who is scheduled to work a shift and is subsequently absent due to vacation or sick leave will be required to use the number of vacation or sick hours which he/she was scheduled. However, if the General Manager determines that the employee should be scheduled to work additional hours during that week, the employee has the following options:
 - 1. Receive their regular hourly compensation for hours worked in addition to compensation for used vacation or sick leave. Time in pay status shall be considered time worked for purposes of overtime eligibility. Overtime, at the 1.5 rate will be paid once an employee has reached forty (40) hours in pay status during one workweek. An employee is in pay status when the employee is on duty or on a holiday or on an authorized leave other than leave of absence.
 - 2. Substitute the additional worked hours for hours that were scheduled to be deducted from the employee's vacation or sick leave balance. If the employee chooses this option, she/he will substitute the additional worked hours on an hour for hour basis.

6.3: ATTENDANCE AND PUNCTUALITY:

Regular attendance and punctuality are expected of all District employees. Absenteeism and tardiness place a burden on other employees and may delay transacting business within the District. When employees must arrive late to work or cannot work as expected or scheduled, they shall notify their immediate supervisor.

An employee shall notify their supervisor no later than thirty (30) minutes after the employee's scheduled starting time when the employee finds it necessary to be unexpectedly late or absent from the office.

When an employee is absent from work during the employee's standard workweek, the supervisor may request the employee complete an Absentee Report form that shall be posted in the employee's personnel file.

Employees who are habitually tardy or fail to notify their supervisor of their inability to report to work may be subject to loss of pay and other more serious disciplinary actions, up to and including termination of employment.

6.4: INCLEMENT WEATHER POLICY:

When a staff member is delayed or prevented from reporting to work due to inclement weather, the employee should contact the office. In the event the employee needs to leave work early due to inclement weather, the individual will need to discuss this with the General Manager or immediate supervisor.

6.5: EMERGENCY CLOSING OF DISTRICT'S SERVICES & BUILDINGS:

When the General Manager makes the decision to close District offices for any reason or circumstance deemed appropriate or necessary, then all employees whose work activities are suspended will receive the employee's regular rate of pay for each hour District operations are suspended up to a maximum of eight (8) hours. Employees that are required to work will receive overtime pay.

6.6: BUSINESS AND TRAVEL EXPENSES:

All employees shall exercise restraint and keep the best interests of the District in mind when incurring travel expenditures that are to be reimbursed. Prior to incurring business and travel expenses, employees are encouraged to review policies and must discuss travel plans with their immediate supervisor to ensure appropriate reimbursement. Employee travel must be authorized prior to the occurrence of such travel, and employees must verify that the planned travel and related expenses are eligible for reimbursement before making travel arrangements and/or incurring travel expenses. Reimbursement requests for expenses that were not pre-approved may be denied. Conference itineraries should be submitted with all requests for reimbursement.

1. **Meal and Incidental Expenses:** May be reimbursed when incurred while performing official business of the District and are approved by the supervisor. Per diem meal reimbursement rates will not exceed the rates established by the United States General Services Administration Guidelines, which vary by location.
2. **Mileage or Airfare:** When official travel is authorized, the employee's private car may be utilized and the mileage reimbursement shall be allowable at the maximum rate as established by the United States Internal Revenue Service but not to exceed statutory limits. For out-of-state travel, mileage reimbursement shall not exceed the amount

payable for the usually acceptable commercial transportation. For airline travel, reimbursements shall be based upon the cost of tourist class air coach. Cab fares, limousine service, bus rides, and other forms of transportation will be reimbursed but the employee shall, at all times, attempt to secure the least costly form of transportation. Employees must document the necessity for a rental car and that it is the most economical means of transportation.

3. **Room Accommodations:** Employees will be reimbursed for reasonable motel or hotel accommodations consistent with the facilities available. The District reimburses for single rate occupancy and receipts are required prior to reimbursement.
4. **Baggage & Cab Fares, Gratuities and Registration Fees:** Reimbursement will be made for reasonable expenses such as baggage and cab fare or automobile rental costs incurred in traveling to and from transportation terminals as well as gratuities for services and/or registration fees related to authorized travel.
5. **Expenses of Family Members:** The travel expenses incurred by a family member or friend who might be accompanying an employee in authorized travel shall not be charged to or reimbursed by the District.
6. **Travel Advances:** The General Manager may grant approval for a cash advance expense allowance only after submission of written request with supporting documentation. The amount of cash advance allowance will be considered indebtedness to the District until liquidated by the filing of receipts and expenses. Advance payment may be issued for registration, travel fare and room accommodation when accompanied by proper documentation and made payable to the respective agency or organization, airline or travel agency or hotel. Checks for these expenses will not be made payable to the employee.
7. **Expense Reports:** All requests for reimbursement for travel and related expenses are to be submitted to the immediate supervisor. Reimbursement requests must include original receipts. No reimbursements will be processed without proper documentation.

6.7: NON - SMOKING POLICY:

Smoking is prohibited in all District offices, buildings, and facilities. Smoking is allowed only in designated areas outside of District offices, buildings and facilities. Smoking is prohibited in all District vehicles which have been designated as smoke free.

SECTION 7: LEAVES OF ABSENCE

7.1: FAMILY MEDICAL LEAVE:

The District complies with the Family Medical Leave Act (FMLA). In the event of a conflict between this policy and the FMLA, the FMLA shall apply. The FMLA recognizes that there are times when an employee must cease working temporarily due to personal illness, a family member's illness or other family responsibilities. The FMLA entitles eligible employees to job protected unpaid leave in certain circumstances.

1. Eligible Employees:

To be eligible for coverage, an employee must:

- A. Have a permanent status, and
- B. Have at least 1,250 hours in pay status during the 12-month period immediately preceding the requested leave. An employee is in pay status when the employee is on duty or on an authorized leave other than leave of absence.

2. Entitlement:

- A. Eligible employees are entitled to a total of 12 Work Weeks of leave during any 12-month period when leave is taken for one or more of the following circumstances:
 - 1) The birth of a son or daughter of an employee and to care for the child;
 - 2) The placement of a son or daughter with an employee for adoption or foster care;
 - 3) To care for the spouse, son, daughter, or parent of an employee, if the family member has a serious health condition;
or
 - 4) An employee is unable to perform the functions of his/her position because of the employee's own serious health condition.
- B. When spouses are both employed by the District and are both eligible for leave under the FMLA are permitted to take only a combined total of 12 weeks of leave during any 12-month period for the birth, placement for adoption, or foster care of a child or the care of an employee's parent with a serious health condition. The 12 week combined leave total begins on the first day of leave taken by either spouse.

- C. Employees requesting leave for family and medical reasons must complete the “Certification Of Care Of A Child After Birth, Adoption Or Foster Care” or “Certification Of Serious Health Condition” form. Both the employee and his/her health care provider must sign these forms.

3. Intermittent or Reduced Schedule Leave:

- A. In the case of a serious health condition of an employee or an employee’s family member, when medically necessary, leave may be taken on a reduced leave schedule or intermittently.
- B. Unless the General Manager and the employee agree otherwise, leave taken for the birth or adoption of a son or daughter cannot be taken on a reduced leave schedule or intermittently.
- C. Employees requesting intermittent or reduced schedule leave based on planned medical treatment may be required to produce medical certification outlining the dates and duration of treatment. A reasonable effort must be made, subject to the health care provider’s approval, to schedule treatment at a time when it will not unduly disrupt the District’s operations. An employee must give 30 days notice, or as much notice as practicable of his/her intentions. The General Manager may require an employee who requested foreseeable intermittent or reduced schedule leave due to planned medical treatment to transfer temporarily to an available alternative position if:
 - 1) The employee is qualified for the alternative position,
 - 2) The position has equivalent pay and benefits, and
 - 3) The alternative position better accommodates recurring periods of leave than the employee’s regular position.

4. Certification:

- A. Certification issued by a health care provider may be required to support an employee’s request for leave due to a serious health condition. An employee who is required to produce certification must provide a copy of the certification in a timely manner. Sufficient certification will include a statement of:
 - 1) The date the condition began,
 - 2) The probable duration of the medical condition,
 - 3) Appropriate medical facts, and;
 - 4) A statement that the employee is unable to perform his/her job function or that the employee is needed to care for a sick family member for a specified time.

- B. The General Manager may request further certification if intermittent leave or leave on a reduced schedule is required.
- C. In the event the General Manager doubts the validity of an eligible employee's certification, the District may require the employee to obtain the opinion of a second health care provider designated or approved by the District. The District is obligated to pay for such second opinion, but a health care provider that is employed on a regular basis by the District may not provide it. In the event of a conflict between the first and second opinions, the District may at its own expense, obtain a third opinion from a health care provider approved jointly by the District and the employee. This third opinion will be final and binding. The General Manager may require that the eligible employee obtain subsequent re-certification on a reasonable basis.
- D. The General Manager may require an employee on leave to report periodically on the employee's status and intention to return to work. The District may also require certification that:
 - 1) An employee is able to resume work as a condition of restoration to his/her position, or
 - 2) An employee is unable to return to work after expiration of leave due to a serious health condition.

5. Substitution of Paid Leave:

- A. Employees who request leave under FMLA for their own serious health condition or for the serious health condition of a family member may substitute accrued sick leave for unpaid leave provided that it meets those conditions outlined in the District's sick leave policy contained in Section 3.6 herein. After sick leave has been exhausted, accrued vacation time may be substituted for unpaid leave, with the approval of the General Manager.
- B. Employees who request leave under the FMLA for placement of a child with the employee for adoption or foster care may substitute accrued vacation for unpaid leave with the approval of the General Manager.
- C. When an employee substitutes paid leave for unpaid leave, and the substituted paid leave is less than twelve (12) weeks in duration, the General Manager will provide an additional period of unpaid leave so that the total of paid leave and unpaid leave provided equals not more than twelve (12) weeks during any twelve (12) month period. The

twelve (12) month period is measured forward from the date the employee first begins using FMLA leave.

6. Employee Benefits During Leave:

During any paid time off for Family Medical Leave reasons, an employee's benefits will remain unchanged. The following information applies if the employee is on unpaid leave for Family Medical Leave reasons:

- A. *Insurance Benefits Remain Intact:* An employee granted a leave will continue to be covered under the District's group health and life insurance plans under the same terms and conditions.
- B. *Employee Contributions Required:* Employee contributions will be required either by payroll deduction or direct payment, in advance, to the District for all insurance costs normally paid by the employee. Employee contribution amounts are subject to any rate changes that occur while the employee is on leave.
- C. *Coordination of Paid Benefits:* The combination of sums received from any disability payments, worker's compensation payments, paid sick leave and/or vacation leave cannot exceed the compensation the employee would have received for a 40 hour work week at his/her regular hourly rate.
- D. *End of District Obligations:* The obligation to maintain insurance benefits ends when an employee reports his/her intent not to return to work at the end of the leave period, or if the employee fails to return to work after the FMLA entitlement is exhausted.

7. Rights Upon Return to Work:

On return from FMLA leave, an employee is entitled to return to the same position held when the leave began, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

8. Complaints and Enforcement:

If an employee requests and is denied leave under FMLA, the employee may file a grievance directly with the Board of Trustees. Employees may contact the General Manager regarding any complaints or to obtain information on their rights and responsibilities under the FMLA.

7.2: BEREAVEMENT LEAVE:

Benefited employees may be granted bereavement leave with pay, not to exceed three (3) days, in the event there is a death in the immediate family. Immediate family is defined as an employee's spouse, child, parent, sibling, legal wards, parent-in-law, grandparent, grandparent-in-law, grandchild, or a person living within the employee's household. When circumstances causing hardship upon employees are involved, the General Manager may grant up to a total of five (5) days. Additional leave with pay may be compensated from accumulated vacation leave or sick leave. Benefited employees may be granted leave with pay not to exceed one day for absence due to the death of a relative not considered immediate family with approval of the General Manager.

7.3: PARENTAL LEAVE:

Parental leave is any period of absence following the birth of an employee's child or the placement of a child with an employee in connection with adoption or foster care. Parental leave requests should be made and evaluated in accordance with the Family Medical Leave, Vacation Leave and Sick Leave provisions outlined in this manual.

7.4: MILITARY LEAVE:

Employees are allowed fifteen (15) days per year of leave with pay for military training. Orders for military service must be presented to the General Manager before leave is approved. If an employee needs to take military service leave, notice should be provided to the General Manager at least thirty days prior to the leave when possible. Military leave beyond fifteen (15) days per year will be unpaid, but employees may use any or all of their accrued but unused vacation leave during their military service leave. An employee may be eligible for reemployment after their military service leave consistent with the Uniformed Services Employment and Reemployment Rights Act ("USERRA") and the FMLA. It is the District's policy to comply with all requirements of USERRA and the provisions of the FMLA applicable to military leave, and does not discriminate based on an employee or other person's status as a member or veteran of the military, or due to an employee's need to utilize military leave as provided in this section. In the event of a conflict between this policy and USERRA and/or the FMLA, USERRA and/or FMLA shall apply.

7.5: JURY DUTY LEAVE:

Employees are encouraged to fulfill their civic responsibilities by serving jury duty when required.

Employees must give the General Manager advance notice of the need for time off for jury duty, and a copy of the summons must accompany the request. Employees must provide notice to the General Manager as soon as possible after receiving a summons to serve jury duty. Employees must return to work immediately upon completion of jury duty or otherwise being excused from jury service. Employees taking time off for jury duty shall be paid their regular wage for the duration of time the employee actually serves jury duty.

7.6: LEGAL PROCEEDINGS LEAVE

The District acknowledges that, on occasion, employees may have an obligation to participate in criminal or civil legal proceedings either as a witness or because the employee or a close family member was victimized by a criminal act. An employee that is required to attend a criminal or civil court proceeding or preparation for such proceeding as a victim or witness, or an employee who is a victim or immediate family member of a victim of a criminal act, and needs to attend a criminal proceeding may take unpaid leave or choose to use his or her accrued vacation leave. The employee must inform the General Manager of their need for leave to attend legal proceedings as soon as possible, and the District reserves the right to require proof of the employee's need to attend the criminal or civil court proceeding to the extent authorized by law. Employees must return to work immediately upon completion of participation in or attendance of the legal proceeding. Leave provided under this section does not extend to an employee who has committed or is alleged to have committed a criminal act that is the subject of a criminal proceeding.

7.7: VICTIMS OF DOMESTIC OR SEXUAL VIOLENCE LEAVE

In accordance with the Missouri Victims' Economic Security and Safety Act ("VESSA"), District employees are eligible for one week of unpaid leave to attend to certain legal and personal matters in the event the employee or the employee's family or household member has been a victim of domestic or sexual violence. An employee may choose to use his or her accrued vacation or sick leave, as applicable, in lieu of unpaid leave. If an employee, an employee's family or household member has been a victim of domestic or sexual violence, the employee may take VESSA leave to seek medical attention for, or recover from, injuries, obtain victim services, obtain counseling, participate in safety planning, and/or seek legal assistance. The employee must provide forty-eight hours' notice of the need for VESSA leave to the General Manager unless doing so is not practical. The District reserves the right to require employees to provide proof of the need to take VESSA leave to the extent authorized by law. VESSA leave does not extend to an

employee who has committed or is alleged to have committed the act of domestic or sexual violence.

7.8: VOTING

The District encourages employees to exercise their civic responsibility to vote. If an employee is properly registered and would be unable to vote during normal poll hours because of work schedule, the employee will be granted leave with pay {consistent with state election law to vote on any election day.

7.9: LEAVE OF ABSENCE WITHOUT PAY:

The General Manager may approve an employee request for a leave of absence without pay, for justifiable personal reasons, not to exceed 30 consecutive days. An employee will be required to use all eligible accumulated applicable leave time except when requested leave without pay is for three (3) days or less. The General Manager may grant three days or less leave without pay without requiring the employee to exhaust applicable accumulated leave.

Leave without pay beyond three days shall not be granted until all eligible accrued annual and sick leave have been exhausted. No type of leave shall be earned during periods of leave without pay which last for one week or more. If a holiday occurs during a leave of absence without pay, the employee will not receive holiday pay unless the employee works the day before and the day after the holiday. A leave of absence without pay in excess of 30 days shall require the approval of the Board of Trustees.

7.10: EXTENDED LEAVE OF ABSENCE WITHOUT PAY:

Employees who require more than 30 days off must first use all eligible accumulated vacation leave and sick leave prior to taking leave without pay. All requests for leave of more than 30 days, other than leave under the FMLA, are subject to approval by the Board of Trustees. No leave accruals will occur during an extended leave of absence.

If the Board of Trustees approves such leave of absence, other than leave under the FMLA, the District may pay the employee's insurance premiums for a maximum of 90 calendar days. District payment of employee's insurance premiums may be extended beyond 90 calendar days upon approval by the Board of Trustees.

If a leave of absence is granted for more than 90 days, and the Board has not approved an extension of payment of the employee's insurance premiums beyond 90 days, the cost of insurance will be borne by the employee. The

employee will pay those premiums to the District on a monthly basis. The District shall continue coverage of the dependents of an employee only if the employee submits payment on a monthly basis.

7.11: ABSENCE WITHOUT LEAVE

Any employee who is absent from their position shall report his/her reasons to the immediate supervisor as soon as possible. Deductions from compensation, suspension or termination at the discretion of the supervisor shall result after one day of unreported and unauthorized leave. Absence from work for a period of three days or more without an employee reporting to their supervisor shall be considered job abandonment, and the District will deem the absent employee to have resigned their employment with the District without notice.

7.12: CARE LEAVE:

An employee may donate accrued vacation leave to another employee, provided that the employee receiving the donation is unable to work because of a FMLA qualifying condition and has exhausted all eligible accrued leave. Any transfer of leave under this policy shall be subject to the approval of the supervisor for the employee donating the leave and the supervisor for the employee receiving the leave, and of the General Manager. Each hour of donated leave shall be deducted from the accrued leave of the donating employee and paid to the employee receiving the donation at the receiving employee's regular rate of pay.

Each donation must be a minimum of 4 hours and thereafter in one-hour increments. The request must be made on the approved forms that can be obtained from the General Manager, manager of administration or such other administrative staff as delegated by the General Manager.

This program shall comply with all requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

SECTION 8: EMPLOYEE CONDUCT AND PROCEDURES

8.1: PROFESSIONALISM:

All employees should conduct themselves in a professional manner. Honesty from every employee is expected and required while conducting District business. Employees should always display professionalism and courtesy while dealing with the public.

Employees can often prevent negative encounters with customers, if they remain calm and courteous. Because District employees work for the users of the District's services, time spent on the job should be used efficiently. Wasted time is costly and could cause damage to the public's perception of the District.

State law governs public access to District records. Employees with access to information about the District's on-going projects should refrain from discussing such information with the public. In addition, closed records and information should be kept in strict confidence until public access is authorized. Questions concerning the status of records or information should be directed to the General Manager.

8.2: PERSONAL APPEARANCE:

Each employee's appearance is a reflection of the District. In addition, dress, grooming, and personal cleanliness standards contribute to the morale of all employees. Therefore, employees are encouraged to dress in an appropriate and professional manner consistent with their position.

Supervisors may establish specific dress codes or uniforms. (See section 5.1 for uniform information). The following items are considered inappropriate attire for District employees while performing job responsibilities, whether in the District office or another facility:

- * Short shorts
- * Cut-offs
- * Clothing with large holes or frayed edges
- * Hats, T-shirts or sweatshirts with slogans or graphics that could be considered crude or offensive
- * Flip-Flop (thong style) rubber shoes
- * Visible crude or offensive tattoos

Employees should consult their supervisor or the General Manager if they have questions regarding appropriate attire.

8.3: DRUG FREE WORK PLACE:

It is the policy of the District to provide safe, dependable, and economical services to its customers, to provide safe working conditions for its employees, and to comply with the requirements of federal laws and regulations related to the Drug Free Work Place Act of 1988. It is also the policy of the District to provide healthy and satisfying working environments for its employees.

To promote this objective, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a safe and satisfactory manner.

No employee may use, possess, distribute, sell or be under the influence of alcohol or illegal drugs while on District premises or while conducting business-related activities off District premises. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace.

Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment or may require participation in a substance abuse rehabilitation or treatment program at the employee's expense. Such violations may also have legal consequences.

Employees who use District equipment that requires a Commercial Drivers License (CDL) are also subject to drug and alcohol testing regulations implemented by the Department of Transportation (Omnibus Transportation Employee Test Act of 1991).

8.4: DRIVER'S LICENSE SUSPENSION/REVOICATION:

If an employee's state issued operator's license is suspended or revoked, and such license is a requirement of the employee's position with the District, the General Manager may re-assign the employee to another position with a corresponding pay adjustment or may terminate the employee. Any employee whose license is revoke or suspended by any governing authority must immediately report the revocation or suspension to their supervisor and the General Manager.

8.5: VEHICLE ACCIDENT REPORTING PROCEDURE:

When an accident occurs involving the use of a District vehicle or an employee driving his or her own vehicle while on authorized District business, the employee must adhere to the following procedure:

1. The employee must contact law enforcement (911) when a vehicle accident occurs involving a District owned vehicle.
2. The concerned parties must complete an accident report. An employee at the scene of the accident should obtain as much information as possible from the other individuals involved in the accident and any witnesses.
3. An employee should never assume financial liability for the District or responsibility for the accident. In addition, an employee must not sign any statement or talk with a representative of an insurance company or attorney without first talking to the General Manager and then to the District's attorney.
4. The accident must be reported to the employee's immediate supervisor.
5. The steps outlined in the Workers' Compensation Procedures below should be followed in accidents where the employee sustains injuries.

8.6: WORKER'S COMPENSATION PROCEDURE:

1. **Reporting Requirements:**
 - A. **Employee Injury Report** - Any individual who is involved in an accident resulting in personal injury shall report the incident to the immediate supervisor no later than the next working day by completing an "Employee Incident Report".
 - B. **Supervisor's Investigation Report** - The employee's immediate supervisor will complete a "Supervisor's Incident Report" as soon as practical, but no later than three working days, following knowledge of an incident.
 - C. **Report of Injury** - All work-related injuries must be reported to the General Manager as soon as possible. The supervisor, delegated administrative staff or General Manager will complete the "Report of Injury" forms as required by the District's worker's compensation carrier.
2. **Supplemental Pay:** Paid sick leave and vacation leave may be used to supplement any payments that an employee is eligible to receive from worker's compensation insurance. The combination of any such disability payments, paid sick leave and vacation leave received for a Work Week cannot exceed the employee's regular compensation for a 40-hour workweek. An employee accepting District-paid sick leave while performing work duties for another employer may be subject to disciplinary action up to and including termination.
3. **Health Care Provider:** The District and/or its insurance provider shall select the health care provider for treatment of an employee injured

on the job requiring medical attention, unless such employee elects to select his or her provider instead. An employee injured on the job and requiring medical attention that opts to utilize a health care provider of his/her choice shall do so at his/her own expense. Employees are encouraged to contact the General Manager to obtain a list of physicians who are part of the worker's compensation preferred provider network. This network provides lower costs for medical services. Employees who leave their regular duties due to an injury will be compensated at their regular rate of pay while obtaining physician care.

8.7: CONFLICT OF INTEREST:

Employees of the District have an obligation and responsibility to conduct business within guidelines that prohibit actual or potential conflicts of interest. An actual or potential conflict of interest occurs when an employee is in a position to influence a decision regarding the District's business dealings that may result in a personal gain for that employee, relative or friend. Employees of the District should not refer customers to private contractors. If a customer needs the services of a plumber, engineer, contractor, etc., the employee should simply refer the customer to local listings. A District employee may not:

1. Perform any service for the District for receipt or payment of any compensation, other than the compensation provided for the performance of his or her official duties with the District, in excess of five hundred dollars per transaction or five thousand dollars per year, except on transactions made pursuant to an award on a contract let or sale made after public notice and competitive bidding, provided that the bid or offer is the lowest received.
2. Sell, rent or lease to the District any property in excess of five hundred dollars per transaction or five thousand dollars per year, unless the transaction is made pursuant to an award on a contract let or sale made after public notice and in the case of property other than real property, competitive bidding, provided that the bid or offer accepted is the lowest received;
3. Participate in any matter, directly or indirectly, in which he or she attempts to influence any decision of the District, when he or she knows the result of such decision may be the acceptance of the performance of a service or the sale, rental, or lease of any property to the District for consideration in excess of five hundred dollars value per transaction or five thousand dollars per year to him or her, to his or her spouse, to a dependent child in his or her custody or to any

business with which he or she is associated unless the transaction is made pursuant to an award on a contract let or sale made after public notice and in the case of property other than real estate, competitive bidding, provided that the bid or offer accepted is the lowest received;

4. Perform any services during the time of his or her employment for any consideration from any person, firm, or corporation, other than the compensation provided for the performance of his or her duties with the District, by which service he or she attempts to influence a decision of the District;
5. For one year following the termination of employment with the District, perform any service for consideration, by which performance he or she attempts to influence a decision of the District the District;
6. At any time after employment with the District, perform any service for any consideration for any person, firm or corporation in relation to any case, decision, proceeding or application with respect to which he or she was directly concerned or in which he or she personally participated during the period of his or her employment with the District.

Any employee who suspects a conflict of interest may exist should discuss the issue with the General Manager, and for the General Manager, with the Board of Trustees.

8.8: OUTSIDE EMPLOYMENT:

Employees may not engage in activities related to employment outside of the District during the employee's work time for the District; employees who engage in such outside work activities during his or her work time for the District will be subject to discipline including but not limited to termination of employment.

Subject to approval from the General Manager, employees may utilize vacation leave or leave without pay while fulfilling outside employment opportunities.

In addition, an employee shall not use District property for any purpose other than for District business, except with written approval from the General Manager.

If the General Manager determines that an employee's outside work interferes with the employee's performance or ability to meet the requirements of their position with the District, the employee may be asked

to terminate the outside employment in order to remain an employee of the District.

Reporting Outside Employment: An individual desiring to pursue outside employment or business interests in fields related to the wastewater industry and/or outside employment that utilizes the employee's professional licenses and/or certifications shall present a written notification of each instance (or each project/client) to the General Manager prior to accepting the work. The written notice shall outline the venture in sufficient detail so that potential conflicts of interest and job performance conflicts can be assessed. The General Manager may approve or disapprove of the outside employment or business involvement. Such written notifications and related records will be maintained in the individual's personnel file. The individual will be responsible for keeping information on outside employment complete, accurate and current.

8.9: SOLICITATIONS AND DISTRIBUTION:

Commercial or charitable solicitation by one employee of another is prohibited while either employee is on work time unless approved by the General Manager, and then only when such solicitation does not interfere with normal work functions. Commercial or charitable solicitation of District customers is prohibited except where such solicitation is not made due to knowledge gained through employment with the District and is strictly prohibited during District work hours or while an employee is wearing clothing bearing District insignia.

8.10: DISTRICT PROPERTY:

Equipment owned by District is not to be used for non-District related reasons without prior approval from the General Manager.

No equipment or furniture may be removed from District property unless the General Manager has given permission.

Upon separation of employment, all District property in the possession of the employee shall be returned to the District.

8.11: INAPPROPRIATE CONDUCT:

The District strives to provide a work atmosphere free of harassment. Not only does harassing behavior effect turnover, absenteeism, and productivity, it may also be illegal and may cause the District to incur liability if not corrected after notification.

Harassment on the basis of age, sex, race, religion, ethnicity or disability may constitute unlawful discrimination under Title VII of the Civil Rights Act and is prohibited.

Harassment in the workplace is inappropriate and not tolerated by the District. Harassment is any verbal or physical conduct designed to threaten, intimidate or coerce another person, including but not limited to comments that are offensive or unwelcome, distribution, display or discussion of material that ridicules, insults or shows hostility or disrespect toward an individual, regarding or because of a person's national origin, race, color, religion, age, gender, sexual orientation, pregnancy, disability or other protected status, as well as unwelcome sexual advance, requests for sexual favor, and other verbal or physical conduct of a sexual nature. Any employee of the District who has experienced or witnessed harassment shall report the incident to a supervisor who is not involved in the offending conduct or to the General Manager. The person(s) to whom the matter is reported will then do the following:

1. Notify the General Manager, unless the General Manager is the subject of the complaint.
2. Notify the appropriate supervisor unless that supervisor is the subject of the complaint. In the event that the supervisor is the subject of the complaint, then the General Manager will follow the investigation procedure outlined below.

The General Manager and/or supervisor (Investigator) will initiate an investigation to determine whether there is a reasonable basis for believing the alleged violation of this policy occurred. If there is a reasonable basis for believing a violation of this policy has occurred, the Investigator and supervisor will consider the number and/or severity of the violation(s), prior complaints against the violating employee, and the quality of the evidence when determining disciplinary action of the offender. Punishment may include, but is not limited to termination of employment, suspension without pay, transfer of assignment, probation, written warning or verbal warning.

All documentation regarding a finding of harassing behavior shall be maintained in the offender's personnel file. Either the Investigator or the supervisor will follow-up with those involved, if necessary, to ensure that the problem has been resolved and that no retaliation is taking place. Retaliation against an employee for filing a bona fide complaint under this policy, providing information as a witness in the investigation of a complaint under this policy, or serving as an investigator of a complaint under this policy will not be tolerated by the District. It may be necessary, at the time a complaint is received for the Investigator or General Manager to separate parties involved in a harassment investigation. As much as possible, this will be

accomplished with as little hardship to either party. Making a bona fide complaint pursuant to this policy will in no way be used against the employee or have an adverse impact on the individual's employment status, but filing groundless or malicious complaints is an abuse of this policy and will be treated as a violation. An employee who makes a groundless or malicious complaint of harassment shall be dealt with in the same manner as prescribed above for harassment offenders. If the victim believes the conduct in question constitutes a violation of criminal law, the victim shall be free to contact the law enforcement agency having jurisdiction.

8.12: WORKPLACE VIOLENCE:

The District strives to provide a working environment free of violence and the threat of violence. It is the shared obligation of all employees to act individually and jointly to prevent or defuse actual or implied violent behavior at work.

Violence, or threat of violence, by or against any employee of the District or other person(s) is unacceptable and contrary to District policy, and will subject the perpetrator to serious disciplinary action, up to and including immediate termination, and possible criminal charges. The District will work with law enforcement to aid in the prosecution of anyone who commits violent acts against employees.

Possession, use, or threats of use of a deadly weapon, including all firearms, are not permitted at work, on District property or in a District vehicle.

No employee acting in good faith, who reports real or implied violent behavior will be subject to retaliation or harassment based upon his or her report.

Critical Incident Coordination: When an employee, supervisor or General Manager observes an act of violence at work the following steps should be taken:

1. In Immediate Emergency Situations...CALL 911

As with any other emergency situation, an employee should call 911 and report as many details as possible so that the appropriate emergency response units can be dispatched.

2. Immediately contact the supervisor or General Manager.

The General Manager (or designee) is the Workplace Critical Incident Coordinator and may be contacted at any time and will ensure necessary resources are coordinated.

Other steps following a critical incident at work will flow from this initial contact including disciplinary action for employees displaying violence.

3. Disciplinary Action/Immediate Suspension With Pay:

If the situation is serious enough that possible termination may be involved or the continued presence of an employee at the work site would not be appropriate given the altercation, or particular

circumstances, an employee may be immediately suspended with pay. In addition, the employee may be ordered not to return to the work site until further advised. This action may be taken with the General Manager's agreement, following consultation with the supervisor.

Workplace altercations, including minor ones involving only verbal exchanges, justify appropriate disciplinary action up to and including termination.

8.13: PHONE SYSTEMS:

District telephones are intended for District business. Personal calls on a District provided phone should be kept to the minimum necessary duration and frequency.

8.14: ACCEPTABLE USE POLICY – Computer and Technological

Resources:

1. OBJECTIVE

To establish the District's guidelines, requirements, and expectations for employee use of electronic technologies including, but not limited to, computers, physical and virtual computer servers, mobile devices, including but not limited to computers, cellphones and tablets, both company provided and employee owned that connect to the District's network, internet, voice mail, and e-mail systems, while protecting the significant investment in and ensuring proper licensing of this technology in accordance with all national, state and local privacy and security laws.

- A. Ensuring compatibility and cost-effective purchases of hardware and software additions.
- B. Protecting the District from liability by completing the proper licensing agreements for all software used by the District.
- C. Minimizing the possibility of inappropriate use of the hardware, software and stored information.
- D. Establishing appropriate security measures to safeguard the hardware, software and stored data, thus ensuring the integrity of the total system.

2. AUTHORIZATION

This "Acceptable Use Policy for Computer Services and Technological Resources" has been authorized by the Board of Trustees of the District.

This policy supersedes all other E-mail and Internet Use policies.

Use of computer services and technological resources provided by the District constitutes agreement to the guidelines and policies set forth by this section. All users are required to read this policy and sign the provided agreement statement prior to being allowed access to any District computer services and technological resources.

3. SCOPE & DEFINITIONS

This policy applies to all District users (full, part-time and temporary employees), volunteers and contractors during the time they are using any of the District's Computer Services and Technological Resources. As used in this policy the term "computer services" or "computer system" or "technological resources" means all District owned or leased computer equipment and networks connecting such equipment, District owned or licensed computer programs and software, and electronic mail, intranet and internet services provided through use of such equipment, programs and software, and all personal digital assistant (PDA) such as cell phones and tablets. As used in this policy, the term "Administrative Authority" means the District officials who hire, appoint, contract with, or otherwise authorize users under their supervision and control to use District computer and technological resources and to whom such users are responsible, or his or her designee. For purposes of this policy, the Board of Trustees of the District shall be the principle Administrative Authority, but the General Manager and manager of administration or such other administrative staff as delegated by the General Manger shall be considered Administrative Authorities responsible for users under their supervision and control.

When job duties or business needs demand, the District may issue a District owned cellular phone and/or iPad or other electronic devices to an employee for work-related functions. Personal use of District-owned devices should be kept to a minimum. **Any additional fees charge to the District due to an employee's personal use of the device may be passed on to the employee.** Employees in possession of District-owned devices are expected to protect the equipment and data stored thereon from loss, damage, and/or theft.

4. PUBLIC RECORDS & CONFIDENTIALITY

- A. The law permits and sometimes requires certain information and records to be treated as privileged or confidential. The Boone Electric Cooperative ("BEC") Information Technology ("IT") Department does not act as custodian of information or records contained within the District computer system for the various offices and departments within the District. Requests for access to information and records and the designation of what records or information are public or are closed or confidential is the

responsibility of the Administrative Authority and/or the General Manager and his or her designee. Any public requests for access to information or records contained within the District computer system will be immediately communicated to the Administrative Authority responsible for the custody of such information or records. At the direction of the Administrative Authority having control of specified information or records, the BEC IT Department will provide the Administrative Authority with assistance in retrieving and copying information electronically when feasible to do so and under conditions permitted by law which protect system security and prevent District liability for electronic use of information.

- B. Users are prohibited from using the e-mail services provided by the District for disseminating legally privileged or confidential information or information protected from public disclosure under section 610.021 RSMo, or other laws making the information confidential, without the consent of the Administrative Authority or other person who is entitled to assert a legal privilege or invoke the law permitting confidentiality.

5. PURCHASING, INSTALLATION, AND LICENSING RESPONSIBILITY

- A. The Administrative Authority will be responsible for all purchasing and licensing of the technologies and coordinating the technology needs of the District.
- B. Individual supervisors will be responsible for the evaluation, selection, and budgeting of equipment specific software. This shall be done in coordination with the Administrative Authority or his/her designee.
 - i. Supervisors will provide the Administrative Authority or his/her designee, with an accurate list of any such equipment specific licenses to be acquired and maintained.
 - ii. The Administrative Authority will direct the installation and licensing of this software. In some cases the requesting supervisor may install and license department specific software upon prior coordination with the Administrative Authority or his/her designee.

6. CONTENT

- A. Requests for the purchase of computer hardware or software must be directed to the supervisor who will coordinate with the Administrative Authority or his/her designee. Purchase requests must be reviewed

and approved by the supervisor making the request. All purchase requests will be compiled by the Administrative Authority or his/her designee, for ultimate purchase, in accordance with the District's approved purchasing procedures. The Administrative Authority and/or the Boone Electric Cooperative ("BEC") IT Department will:

- i. Determine compatibility of the hardware or software being requested with the existing configuration.
 - ii. Eliminate duplication and unnecessary purchases of equipment and software.
 - iii. Maintain an inventory of the District's hardware, software and licenses.
 - iv. Receive and supervise the installation of all purchased computer hardware and software. It will be the Administrative Authority's or his/her designee, responsibility to complete all necessary licensing agreements on a timely basis making sure such agreements are completed.
- B. Any and all software programs and parts thereof, and any and all related documentation, manuals, and materials developed by District employees for District, purchased or created shall be the sole and exclusive property of the District and no employee shall acquire or have any ownership rights or copyright interest therein.
- C. All hardware and software purchased by, or developed for the District is available as needed for use by all qualified District personnel in performing the business of the District. No software will be installed or downloaded or used in any manner within the District system without the specific approval of the Administrative Authority and the BEC's IT Manager, or his/her designee when appropriate.
- D. Users of software maintained on the District's hardware shall use the software only as authorized by the license agreement. Unauthorized copies of programs licensed to the District shall not be made and unlicensed use of programs copyrighted by vendors will not be permitted. Any software to be downloaded or installed on District computers must first be approved by the Administrative Authority or his/her designee.
- E. All data stored within District's computer system is proprietary and confidential in nature. No data shall be disclosed or released to any other person or entity except with prior written approval of the Administrative Authority, except for those District employees who

utilize such data in the conduct of their job duties. User names will be assigned to all users, which allow access to data and software approved for their use by the Administrative Authority. Users will utilize a self-selected password and change their passwords in accordance with Administrative Authority and BEC IT requirements to maintain secure access to data and software. User specific ID's and passwords are not to be shared under any circumstances. Whenever possible shared user ID's and passwords will be avoided.

- F. The Administrative Authority, working closely with BEC IT, will be responsible for maintaining the security and integrity of the District's information technology network including, but not limited to all computer hardware, software, and stored data.
 - i. The District reserves the right to audit, monitor, review, log, or inspect an employee's use of all District technology, hardware or software, local or cloud based, and to disclose the contents thereof to authorized third parties with or without notice to the employee.
 - ii. There shall be no expectation of privacy or security regarding any personal or business data stored, received, or sent on the District's technology except where applicable by law. The District is not responsible for any lost or breached personal data stored on the District computer systems.
 - iii. All employees will be assigned a user name, which they are to use and safeguard at all times. Employees are prohibited from disclosing their passwords.
- iv. All necessary encryption keys, codes, user names, etc. used on District technology in the conduct of business, must be supplied to the Administrative Authority or his/her designee.
- v. Employee use of the District's technology and electronic communications systems is a privilege that places responsibility on all users of the systems. Limited personal use of the District's technology and electronic communication systems is permitted at the discretion of the District provided it is not an illegal or offensive activity and in no way interferes in the conduct of District business or employee productivity. The District retains the right and discretion to revoke such privilege.
- vi. Since a wide variety of materials may be deemed offensive by colleagues, customers or suppliers, it is a violation of company policy to store, view, print or re-distribute any document or graphic file that is not directly related to the user's job or the District's business activities.

- vii. Employees are required to apply the same level of care and professionalism in preparing and transmitting e-mail, text, voice mail or other electronic messages as in any other writings.
- viii. Extreme care must be taken by all employees to avoid computer viruses. It is the responsibility of each employee to be aware of what attachments they open and to report any suspicious data received immediately to the Administrative Authority or his/her designee or the BEC IT Department. Care should be taken when clicking on links in an email. If the message asks for personally identifiable information such as account number, passwords, social security numbers, credit card numbers, the email and link should be considered fraudulent and therefore not opened. Phishing emails and links can often be identified by misspelled words, poor grammar or by hovering the mouse over the link showing a fraudulent web address.
- ix. Employees are responsible for insuring that any and all thumb drives, USB ports or other portable storage devices are free from any virus before connecting them to the District system. No USB portable drive or any other portable storage device may be connected to the District system without prior scanning for potential viruses or malicious software.
- x. Employees are only allowed to delete files that they have created on their computer and or network unless they have advance permission from the Administrative Authority and/or his/her designee and/or the BEC IT Department and only then in accordance with federal, state and local regulations and the District's document retention policy.
- xi. The District reserves the right to inspect any and all files stored in personal and private areas of the District's computer system in order to assure compliance with policy and applicable laws. Employees should have no expectation of privacy or security for personal information stored on District technology.
- xii. Employees may not use the District's computer system or equipment for personal, commercial gain.

G. Detailed Internet Usage Policy Provisions

- i. The District reserves the right to monitor and record all Internet usage for each and every user including websites visited and emails sent or received. No employee should have any expectation of privacy as to his or her Internet usage. The District will have the right to review internet activity and analyze usage patterns to assure that the District's internet resources are devoted to maintaining the highest levels of productivity.
- ii. The display of any kind of sexually explicit or offensive image or document on any District system is a violation of our policy on harassment. In addition, sexually explicit material may not be archived, stored, edited or recorded using our network or computing resources.

- iii. The District's Internet facilities and computing resources must not be used to violate the laws and regulations of the United States or the laws and regulations of any state, city, province or other local jurisdiction in any material way. Use of any District resources for illegal activity is grounds for immediate dismissal and the District will cooperate with any legitimate law enforcement activity.
- iv. Any software or files downloaded via the internet into the District network become the property of the District. Any such files or software may be used only with prior approval from the Administrative Authority and in ways that are consistent with their licenses or copyrights.
- v. No employee may use District facilities to download or distribute unlicensed software or data.
- vi. The downloading, streaming or storage of music, video or any other entertainment media for non-business purposes to District local, network or cloud storage is permitted within the confines of system storage limits as long as such is not in violation of any other provision of this policy. However, the Administrative Authority and/or BEC IT Department may require the removal of all or some of the stored non-business data at any time for any or no reason whatsoever.
- vii. No employee may use the District's internet facilities to propagate any form of malicious software. If this occurs, the employee is responsible for immediately notifying the Administrative Authority and/or BEC IT Manager.
- viii. No employee may use the District's Internet facilities to disable or overload any computer system or network, conduct any malicious campaign or to circumvent any system intended to protect the privacy or security of another user.
- ix. Each employee using the Internet facilities of the District shall identify himself or herself honestly, accurately, and completely (including one's affiliation to District and function where requested), when setting up accounts on outside computer systems.
- x. District employees are only allowed to represent the District in their assigned capacity at the District in any electronic communications. Where an individual participant is identified as an employee or agent of the District, the employee must refrain from any political advocacy and must refrain from the unauthorized endorsement or appearance of endorsement by the District of any commercial product or service not sold or serviced by the District without consent of the Administrative Authority.
- xi. The District retains the copyright or ownership to any material or data created by any employee in the course of his or her duties.
- xii. Employees are reminded that it is inappropriate to reveal confidential information, customer data, trade secrets, and any other material covered by existing District policies and procedures on the Internet. Employees releasing such confidential

information – whether or not the release is inadvertent – will be subject to the penalties provided in existing District policies and procedures.

- xiii. Employees may use the District computer system for non-business research, entertainment or browsing during meal time or other breaks, or outside of work hours, provided that all other usage policies are adhered to and they have their supervisor's permission. Safe, secure and legal streaming music or video services are allowed provided that the overall usage by employees does not negatively impact employee productivity, network performance, storage requirements or other employees. This privilege is at the discretion of the Administrative Authority and can be allowed or revoked on a case by case basis at any time.
- xiv. Employees with Internet access may not upload any software licensed to the District or data owned or licensed by the District without the express authorization of the Administrative Authority and/or BEC IT Manager, or his/her designee.
- xv. Employees are not allowed to modify any administrative or security settings on District technology including, but not limited to the Internet security settings already in place on their PC at their workstation or mobile devices.

H. Social Media

Participation with any Social Media, either in an official, authorized capacity or as an individual, shall be subject to the following guidelines:

- i. Never reveal District internal strategic business plans or policies.
- ii. Never hold yourself out as an expert on an issue by virtue of your employment at the District without prior permission.
- iii. Never state that you represent the District or are speaking for the District unless you have specific authority from the General Manager to do so.
- iv. Never register an account on a blog or social networking service using your District e-mail address unless you have authority from the General Manager to officially represent the District.
- v. Federal and State laws apply to Social Media. Consequently, you may be liable for copyright and trademark infringement, libel, breach of contract, etc., depending on what you write. When in doubt, seek advice from the General Manager.
- vi. Never reveal confidential information, proprietary information, security information or trade secrets of the District.
- vii. Exercise good judgment about how you write. Always be polite, respectful and review what you write before hitting "send."

- viii. Use of Social Media typically requires that users agree to a set of rules, “terms of use” or “terms of service” in order to participate in the blog or use the site. You are responsible for reading, knowing and complying with the rules and/or terms for the Social Media you use.
- ix. If your use of Social Media is of a personal nature, and not in an authorized District capacity, make it clear that what you post is representative of your views and opinions only and are not the views of the District. Use of disclaimer language shall be required when appropriate and should be in essentially the following format: “The postings on this site are my own and do not represent the District’s positions, strategies or opinions.”
- x. Social Media of a personal nature during working hours should be avoided so as to not interfere with the ordinary course of District business, compromise work-place safety especially while engaged in safety sensitive positions when working around known hazards. **Use of Cell, Mobile Phones or Other Electronic Devices While Operating District Vehicles/Equipment shall always be in conformity with all other District policies.**
- xi. Employee shall never acquire or create any Social Media site involving District proprietary information without prior written authorization from the General Manager.
- xii. District employees can be held accountable and subject to discipline, up to and including termination from employment, for content reasonably deemed to be offensive that they post on any Social Media site, even on their own time using their own electronic device.

Nothing herein shall infringe on any employees protected activities under the National Labor Relations Act.

7. SECURITY

- A. BEC has installed hardware and software security including an internet firewall and virus protection software to assure the safety and security of the District’s networks. Any employee who attempts to disable, defeat or circumvent any BEC or District security facility will be subject to disciplinary actions up to and including termination of employment.
- B. Files containing sensitive District data should be transferred in a way across any electronic method that ensures security such as encryption.
- C. Any intentional modification to security systems for the purpose of testing must be authorized and approved by the Administrative Authority and/or BEC IT Manager.

8. DISCIPLINARY ACTIONS

Inappropriate, illegal, or unapproved uses of the District's technology resources can result in disciplinary actions up to and including termination of employment.

9. EMPLOYEE NOTIFICATION

The General Manager will ensure that all employees, including new hires, receive a copy of this policy. The use of District technology by an employee constitutes the employee's acknowledgement of the requirements and terms of this policy and the District's right to monitor usage of such systems as provided in this policy..

10. REPORTING ABUSE OF POLICY

Any employee who becomes aware of abuse of any part of this policy should report it to the Administrative Authority.

11. RESPONSIBILITY

The Administrative Authority and/or his/her designee shall have the responsibility for implementing this policy and ensuring that District employees comply with all of its provisions.

8.15: USE OF VEHICLES:

Applicants for positions involving the operation of District owned vehicles are subject to driver's license verification. All operators of District owned vehicles shall sign a release authorizing an annual verification of their license. An applicant who refuses to sign a release will not be considered further for employment.

Eligibility requirements for positions that require employees to drive District owned vehicles:

1. Applicants:
 - A. All applicants who receive a conditional job offer for a position which requires them to drive District owned vehicles shall submit their name and driver's license number to the appropriate staff for verification of their driving record.
 - B. A conditional job offer for a position that requires operation of District owned vehicles will be revoked if the applicant's driving record shows more than six (6) points are currently charged against their license.
 - C. A conditional job offer for a position which requires operation of District owned vehicles will be revoked if the applicant's driving record shows a Driving While Intoxicated (D.W.I.) conviction or similar offense within the past three (3) years or a license revoked on points in the past two (2) years.

2. Current Employees:

- A. Employees who are required to drive District owned vehicles must maintain a valid State issued operator's license.
- B. Employees who drive an over-the-road or off-the-road vehicle and have more than six (6) points against their driver's license will be removed from any duty that requires them to drive a District vehicle. Employees will be removed until their points have been reduced to a point total of six (6) or less. If the time required for reducing their points is less than 90 days, employees may be paid at the same rate received before being reassigned or re-classified. If the time required is more than 90 days, employees may be reassigned to different positions if such position is available and the rate of pay will be adjusted to the reassignment or re-classification pay scale.
- C. Employees who drive over-the-road or off-the-road vehicles and who have been convicted of D.W.I. may be removed from their driving duty and may be reassigned to different positions if such position is available. Once the employee's driver's license has been reinstated, the employee will not be allowed to drive for a minimum interim period of one (1) year and then only when a driving position becomes available. If during that one-year interim period an employee acquires additional points against their driver's license, they will not be allowed to drive for an additional year. Employees receiving additional points during this extended time will not be allowed to drive District vehicles at any future time.
- D. In the event that an employee is no longer able to drive a District vehicle pursuant to this policy and there are no open positions for reassignment of the employee, the employee may be terminated from employment with the District.
- E. District vehicles are to be used only for official District business. The primary wastewater operator on call may drive a District vehicle home at night. Otherwise, personnel may drive District vehicles home at night only with the prior consent of the General Manager. District vehicles shall be driven at all times by duly authorized personnel. At no time shall District vehicles be used to transport family members of District personnel without the prior consent of the General Manager. Violations will be cause for disciplinary action.
- F. It shall be the responsibility of the employee assigned any vehicle to see that the necessary maintenance for the vehicle is provided. The District will provide the materials, supplies, etc. to support the required maintenance.

- G. An employee's use of a District vehicle to drive from home to work (or for other personal reasons) will be considered as taxable income.

8.16: CORRECTIVE ACTIONS

Corrective actions for violations, abuse or misuse of District policies shall at all times be promptly administered and executed, thoroughly documented, appropriate to the infraction committed and shall never be on account of political considerations, personal bias, or prejudice.

The seriousness of an offense will often vary with the circumstances prevailing at the time it occurred and the motives that prompted it. All factors must be considered when determining the appropriate action to take in a particular situation. The violations set forth in this provision may be considered as just cause for suspension or discharge. The list of offenses presented here does not purport to be all-inclusive; neither is it intended that these guidelines should be rigidly followed.

1. Obtaining materials or leave time based on fraudulent information, dishonesty, stealing, and other criminal acts.
2. Conviction of a felony or of a misdemeanor involving moral turpitude casting doubt on the ability to perform the job effectively.
3. Abusive or improper treatment of a customer, , citizen, or other individual in the community or on the District payroll.
4. Violation of any lawful and reasonable District rule, regulation or directive.
5. Destruction or loss of District property, including abuse of tools, equipment, and/or clothing allotments.
6. Absence from duty without permission, proper notice or satisfactory reason.
7. Falsifying records.
8. Insubordination: noncompliance with rules, policies, assignments and procedures provided the individual has been instructed (or given access to knowledge of proper systems) in what is expected.
9. Being under the influence of narcotics, alcohol, or other intoxicating substances on the job.
10. Disregard for the District's equal employment opportunity policy prohibiting discrimination on the basis of race, creed, color, marital status, national origin, religion, sex, age, handicap, political affiliation or ancestry.

11. Incompetence, ineffectiveness, inefficiency or wastefulness in the performance of assigned duties.
12. Failure to pay or make reasonable provisions for payment of debts to such an extent that such failure causes continued contact by the employee's creditors, disrupting District business.
13. Disregard for safety policies, procedures, reporting requirements, and/or proper use of safety gear, clothing or equipment, or involvement in vehicular or personal accidents indicating a pattern of incidents exceeding District and/or departmental norms, and considering cost and extent of damages resulting therefrom.
14. Solicitation or acceptance of money or anything of value to influence decisions in public matters or as a reward for such decisions.
15. Engaging in personal business or other employment while on duty or using District vehicles or equipment for personal use except when such use may be in conjunction with a specific program or assignment.
16. An attendance record that demonstrates a consistent or continual lack of punctuality and/or availability for work to the extent that inefficiency of services result and increased costs of maintaining the individual on the payroll become counterproductive.
17. Engaging in activities which interfere with the individual's or other employee's performance on the job.
18. Engaging in activities that constitute a conflict of interest as defined in by the District's policies herein.
19. Bringing a weapon to the workplace.

SECTION 9: COMPLAINTS AND GRIEVANCES

9.1: DISCRIMINATION COMPLAINTS

Employees or job applicants who feel that they have been discriminated against pursuant to the provisions of these policies, rules, regulations and procedures should contact the General Manager to resolve the issue, or may utilize available remedies under existing local, state and federal legislation.

9.2: GRIEVANCES

A grievance is any dispute regarding the meaning, interpretation, application, or alleged violation of the terms or provisions of the existing personnel policies.

All classified employees shall have the right, except as specified herein, to utilize the grievance procedures when in his/her opinion an action taken against him/her was without just cause. The grievance procedures shall not be available to employees in the following situations:

1. Employees who have not completed a probationary period and/or extension thereof.
2. Employees who are serving a qualifying period subsequent to their initial probationary period except in matters not related to their status in the position in which they are serving the qualifying period.
3. Temporary employees, as defined by Section 2.6.

It shall be the policy of the District insofar as possible to prevent the occurrence of circumstances that may give rise to grievances and complaints and to deal properly with those that occur.

9.3: GRIEVANCE PROCEDURES

Any dispute regarding the meaning, interpretation, application, or alleged violation of the terms and provisions of the existing personnel procedures shall be handled as follows:

1. **Written Grievance Submitted to Supervisor:** All grievances shall be submitted to the employee's immediate supervisor in writing.
2. **Forwarded to the General Manager:** The Supervisor will forward all written grievances to the General Manager.
3. **Hearing:** The General Manager shall set a time and place for a hearing of any grievances submitted as outlined above.
4. **General Manager's Decision:** Upon hearing testimony of all persons involved, the General Manager will make a decision regarding any grievance within seven (7) days of the hearing.

5. **Appeal to District Board of Trustees:** The employee may choose to appeal the General Manager's decision to the Board of Trustees.

6. **Notice of Decision to Employee:** Upon a decision by the Board of Trustees, notice will be forwarded to the employee by certified mail. All decisions of the Board of Trustees will be considered final.

SECTION 10: SAFETY

All District employees are responsible for safe implementation of job assignments. Prime consideration shall always be given to safety. The District endorses the spirit and intent of federal occupational safety and health legislation and has therefore implemented a Safety Program. The purpose of the Safety Program is to establish standard and best practices to meet requirements of related legislation and safeguard District employees and others working at District properties. Various responsibilities are outlined below.

10.1: SUPERVISORS' AND MANAGERS' RESPONSIBILITIES:

Supervisors and managers shall be held responsible for the following:

1. Establish and implement appropriate safety standards within their respective areas. This includes periodic review of accident cause and frequency as well as inspection and correction of safety hazards.
2. Report all losses to the General Manager on the day of the loss and, if such loss occurs outside normal business office hours, the next working day.
3. Ensure that all new employees (including seasonal, temporary and part time) are made aware of safety policies, practices, and procedures.
4. Promote and support the District's Safety Program.
5. Immediately investigate accidents, prepare all necessary forms for documentation and recommend ways to prevent future incidents.

10.2: EMPLOYEES' RESPONSIBILITIES:

All District employees shall be responsible for the following:

1. Be thoroughly familiar with safety requirements and practices applicable to work assignments.
2. Actively observe safety practices and report unsafe or potentially dangerous conditions and accidents to the General Manager or immediate supervisor.
3. Refrain from engaging in horseplay, wrestling, hazing, and any other unsafe practice under penalty of disciplinary action up to and including dismissal.
4. Wear protective equipment, use protective devices, and wear safety belts in all District vehicles so equipped. When hearing protection is required ear plugs or ear muffs must be used. The use of audio hearing devices is prohibited.
5. Report to supervisors any suspension, revocation or other loss or potential loss of the right to legally drive a motor vehicle.

6. If an employee is responsible for driving District vehicles, then the employee must be properly licensed and receive the appropriate driver training at the time of employment or assignment to a vehicle.
7. All employees are required to follow the District's safety procedures established by the District's insurance carrier.

10.3: SAFETY COMMITTEE:

Every District employee shall be a member of the Safety Committee. The Safety Committee (under the supervision of a Safety Coordinator, which shall be designated by the General Manager from time to time) will perform activities including, but not limited to:

1. Review accident reports, investigate hazardous conditions, and inspect facilities.
2. Assist in providing information to supervisors and administrative staff concerning safety/health problems in specific operations.
3. Issue safety recommendations concerning specific safety problems and aid in enforcement of safety practices.
4. Assist in providing employee training in areas of safety procedures and practices.
5. Review and prepare recommendations concerning statistical summaries and progress reports regarding effectiveness of the Safety Program.
6. Perform such other duties as needed to promote and implement the Safety Program.

10.4: OPERATION OF VEHICLES:

When it comes to on-the-job fatalities, the operation of a motor vehicle is one of the most dangerous activities performed, and the liability when operating a vehicle is significant. All employees and volunteers operating a District vehicle, or personal vehicle while on District business, must exercise extreme caution and alertness to protect themselves, their fellow workers, and the public.

Safety Laws:

All employees who are at any time driving District vehicles or using personal vehicles while on official District business must comply with all applicable laws including the following:

1. Seat belts and shoulder harnesses must be worn at all times by drivers and passengers in vehicles or equipment so equipped.
2. No one shall operate a vehicle while on District business without possessing a valid driver's license as required by law. Any employee who drives on District business

and has his/her license(s) suspended/revoked or in any way restricted must notify his/her Supervisor.

3. Supervisors shall annually examine the driver's license of the employees they supervise to ensure they are valid.
4. Any employee or volunteer who has experienced a number of accidents in a given time period may be subject to disciplinary action up to and including termination.
5. Employees who operate a District vehicle must have proper authorization from their supervisor or the administrative staff.
6. Any time a vehicle is operated for the purpose of hauling materials, the driver shall secure those materials to prevent them from dislodging or falling from the vehicle. When applicable, materials shall be covered with a protective cover.
7. In the event of an accident, law enforcement officers will be contacted to investigate and prepare a report on any damages or injuries.
8. Employees are to inspect their assigned vehicles frequently to ensure they are in a safe condition for operation. The General Manager has designated the Operations Manager to determine the level and frequency of inspection. These inspections should include fluid levels, lights, mechanical equipment, and tires. Any defects shall be reported immediately.
9. Riding on the sides, tailgate or any other part of the vehicle not designed for seating or standing is strictly prohibited.
10. All vehicles and equipment shall be kept clean and orderly to avoid any kind of interference with the safe operation.
11. No vehicles should be left with the engine running and unattended unless there are compelling extenuating circumstances such as excessive cold or heat.
12. Safe driving and backing procedures shall be used at all times.

10.5: SAFE WORK PRACTICES:

Employees shall be responsible for the following:

1. Always use safe lifting techniques by bending your knees and not your back.
2. Before starting any task, make sure you know exactly what is to be done, the associated hazards, and how to safely do it.
3. Do not relocate, conceal or alter any emergency equipment, signs, guards or other items pertaining to health, safety or fire prevention.

4. Employees shall strictly observe designated "NO SMOKING" areas.
5. Employees must wear appropriate clothing for the job. Loose clothing, jewelry or hanging objects shall not be worn around any moving equipment.
6. When any machine is to be serviced, the equipment must be disconnected at the source and/or proper lockout procedures must be followed.
7. Loose materials or waste shall not be allowed to accumulate in the work areas. This is especially important in aisles, on ramps, stairs, machinery, and equipment.
8. All floors shall be kept clean of liquids and other substances that might produce slips and falls.
9. Tools and materials shall not be allowed to accumulate unnecessarily in the work area or left on overhead areas where they could be kicked on persons below.
10. Combustible waste and flammable materials subject to spontaneous combustion shall be disposed of in non-combustible metal containers with self-closing lids.
11. All chemicals and fuels shall be placed in appropriately marked safety cans. Flammable and highly combustible materials shall be stored in a location recommended by the local fire department.
12. All employees must refer to provided Material Safety Data Sheets before using chemicals and other such materials.
13. All employees shall follow all safety procedures when entering a confined space by following the District's Confined Space Entry Policy.
14. All employees shall follow proper procedures when repairing and replacing pipes and parts by following the District's Trenching and Shoring Policy.

10.6: PERSONAL PROTECTIVE EQUIPMENT:

1. Eye Protection:

Employees under the following conditions shall wear the appropriate eye protection:

- A. When handling hazardous chemicals or materials.
- B. When using welding equipment or torches.
- C. When performing work with tools such as a hammer, chisel, ax, power tools, mowers, weed eaters or chain saws, etc., that could expose employees to flying particles.
- D. When maintaining and replacing UV equipment.

2. Head Protection:

Authorized head protection shall be used during the following situations:

- A. When working below grade, such as when under a bridge, in a trench, etc.

- B. When working around overhead hazards, such as when overhead equipment such as cranes is being used, while working on trees or when handling materials overhead, etc. as well as during confined space entry.
- 3. Hearing Protection:**
Hearing protection shall be worn when working around or with any equipment that produces a loud noise such as blower buildings, while mowing, using weed eaters and power tools and as directed by a supervisor or whenever the employee feels hearing protection is warranted.
- 4. Hand Protection:**
Employees shall wear gloves when appropriate for the job especially when working with wastewater.
- 5. Leg Protection:**
Employees shall wear chaps when using a chainsaw or any other equipment that may cause injury to the employee's legs.
- 6. Fall Protection:**
Employees shall use a fall arrest system consisting of a full body harness with a self-retracting device if any risk exists that a worker may fall from an elevated position anytime a working height of five feet or more is reached.
- 7. Respirators:**
Respiratory protection such as dual canister respirators and dust masks shall be used when indicated by the relevant Material Safety Data Sheet or if working in conditions that would expose the employee to harmful dusts, fumes or powders such as when spreading lime, cutting concrete or clay pipe, and applying chemicals.
- 8. Equipment/Tool Operations:**
No employee shall operate any type of equipment or use certain tools without proper training and authorization. Supervisors are responsible for ensuring that any employee using equipment or tools is capable and qualified to operate such equipment or tools in a safe and efficient manner. Tools and equipment must be used as instructed by the manufacturer and removal of guards or other safety devices is strictly prohibited.
- 9. Additional Protection:**
Employees who believe their job safety can be enhanced by the purchase of additional safety equipment should submit a request to his/her immediate supervisor for review and approval.

10.7: CELL PHONE USE WHILE DRIVING:

Employees shall not use cell phones while driving unless the vehicle is equipped with technology allowing for hands-free operation of the cell phone. If the vehicle is not equipped with hands free technology and an employee needs to make or answer a call the employee must find a safe place to park and use the phone. Text messaging is not allowed while driving in any circumstance.