



BCRSD
Boone County Regional Sewer District
Clean water for your future

PERSONNEL POLICY

Effective July 2025

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SECTION 1: INTRODUCTORY PROVISIONS

1.1. AUTHORITY

The Board of Trustees (the “Board”) of the Boone County Regional Sewer District (the “District”) establishes these policies and procedures (the “Personnel Policy”). Administration of various provisions of the Personnel Policy are delegated herein; compliance with the Personnel Policy is delegated by the Board to the Manager of Human Resources of the District (the “HR Manager”) or to the Executive Director in the absence of an HR Manager.

1.2. PURPOSE

The purpose of the Personnel Policy is to provide for an equitable and standardized system of personnel administration which complies with applicable rules, regulations, laws, and agreements or contracts relating to personnel matters to which the District may be subject.

1.3. SCOPE

The Personnel Policy shall apply to all employees of the District, provided however, that the Board may amend the application of any or all of the conditions referenced herein to any employee of the District hired pursuant to a contract.

1.4. VIOLATION OF POLICIES

A violation of or failure to adhere to the Personnel Policy or abuse or misuse of the benefits described herein 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 policies and procedures contained in the Personnel Policy are subject to change at any time, with or without notice, by action of the Board.

Amendments to the provisions contained in this Personnel Policy may also be made by the Executive Director without action of the Board when such amendments are made to comply with applicable law.

SECTION 2: EMPLOYMENT

2.1. AT-WILL EMPLOYMENT

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 employment. The Board may enter into a contract for employment between an employee and the Board, which contract may specify the terms of employment with the District.

The Personnel Policy is not intended to create a contract, nor is it 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 are subject to the policies set forth herein, unless expressly amended by 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; applications become a part of the employee personnel file. All applications shall 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 HR Manager or Executive Director retain 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.
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 may be eligible for benefits if the position is budgeted for a minimum of 1,250 work hours per year, upon approval by the Board. 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 HR 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, operational and management 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, needed skills and abilities, any required licensing or certifications, and necessary physical requirements.

Position descriptions may be amended or deleted, and new position descriptions approved, by the Board 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 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 and evaluated 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 any time during or at the end of an unsatisfactory probationary period. At the option of the employee's supervisor, with consultation with the HR 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 shall not accrue vacation hours during the probationary period. Upon successful completion of the probationary period, vacation hours will be calculated from the initial date of hire and become available for use by the employee. Employees may use accumulated sick leave hours or holidays during the probationary period according to the Sick Leave Policy described herein. New Employees may appeal to the HR Manager for use of vacation hours during the probationary period, provided the employee demonstrate a necessary hardship for needing the time off. The HR Manager shall confer and gain approval from the Executive Director for the request. At no point shall a negative balance of vacation and sick leave be allowed. Time off shall be unpaid, with Supervisor approval, for any employee with a zero balance of vacation and sick leave.

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 and evaluated 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 any time during or at the end of an unsatisfactory qualifying period. At the option of the employee's supervisor, with consultation with the HR 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 Executive Director, 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 and sick leave subject to receiving the approval of his/her immediate supervisor.

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 Board of Trustees may appoint an employee in an acting and temporary capacity. The duration of such an appointment shall be at the discretion of the Executive Director but shall not exceed six (6) months without approval of the Board.

2.12. PERFORMANCE EVALUATIONS

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

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

An employee's supervisor shall 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 HR Manager is required to certify that a current performance evaluation exists for an employee prior to such employee receiving a merit increase.

2.13. EMPLOYEE RECORDS

The HR Manager will maintain a complete permanent personnel file ("Permanent Record") for each employee. This Permanent Record may include: job application, resume, pre-employment reference, job 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, the HR Manager and/or the Executive Director, related to the employee's job performance or duties.

The Executive Director shall designate the HR Manager or the HR Manager's approved HR staff, as necessary, to maintain a personnel file for administrative and payroll purposes for each employee which may contain: the original application for employment; personnel action forms; information regarding job classification and 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 personnel files 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 files may be made available to persons other than those noted above only upon written approval signed by the employee and the HR Manager".

Personnel records for an individual employee maintained by the HR Manager or the HR Manager's approved HR staff and shall be open and accessible to the employee during their employment upon written request and approval of the HR 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 HR 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 HR Manager or delegated administrative staff are considered the property of the District, as employer, and not the property of the employees.

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 Executive Director or HR Manager. Employees are encouraged to provide as much notice as possible, and should 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 section 3.10, Insurance).

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 4.12, Termination of Employment.)

Employees are encouraged upon separation to continue to provide the District with current contact information, 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 harassment or discrimination against employees, applicants for employment or any other covered persons because of 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 related 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 functions of the job, unless doing so imposes an undue hardship on the District.

SECTION 3: EMPLOYMENT BENEFITS

The Board 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 tax advantaged 457(b) retirement plan (the “Plan”). All full-time permanent employees who are at least 18 years of age and have worked at least one (1) year for the District are eligible to participate in the Plan. Each payroll a percentage of the employee’s base pay is contributed to the Plan by the District. The percentage of District contribution, any requirement for a matching contribution by the employee, any vesting schedule and other terms and conditions of Plan contributions are reviewed and approved by the Board from time to time. Employees may also contribute a portion of their salary to the Plan. For both 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 is provided by the Plan administrator. In the event of any conflict between the Personnel Policy and the Plan documents, the Plan documents prevail. Employees should contact the HR Manager to obtain the Plan documents or contact information for the Plan administrator.

3.2. **RETIREMENT CONTRIBUTIONS FOR FORMER EMPLOYEES**

Previous employees who were eligible to participate in the Plan at the time of their separation due to layoff 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 Plan at the end of their probationary period. Previous employees who were NOT eligible to participate in the Plan at the time of their separation and are 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 generally follows the holiday schedule designated by the Boone County Commission (the “Commission”) for each calendar year. These are generally those holidays recognized by the State of Missouri; New Years’ Day; Martin Luther King, Jr. Day; Lincoln’s Day; Washington’s Birthday/President’s Day; Truman’s Day; Memorial Day; Juneteenth; Independence Day; Labor Day; Indigenous People’s Day; Veteran’s Day; Thanksgiving Day; and Christmas Day. A list of observed holidays is generally available at the beginning of each calendar year. Time off for holidays shall not be compensated except as outlined in the Holiday Pay section below.

Beginning 10-1-2025, employees shall accrue a floating holiday once per quarter, which shall accrue on the first paycheck of the quarter, for a total of 4 floating holidays per year. The employee is required to schedule the time off for the floating holiday with their supervisor. All floating holidays must be used within the calendar year in which it was accrued. No balance of unused floating holidays shall carry forward to the next calendar year. These floating holidays shall replace observation of Lincoln’s Day, President’s Day, Truman’s Day, and Indigenous People’s Day on the calendar days on which they occur.

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 attends 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:

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

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, the number of hours of holiday pay 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 by the employee's immediate supervisor in advance according to the policy established by the Executive Director.

*Employees are not entitled to use of vacation hours during the employee's probationary period. Upon successful completion of the probationary period, vacation hours available to the employee are calculated from the date of initial employment.



Maximum Leave Accrual: The maximum vacation leave accrual any employee may have shall not exceed twice his or her annual vacation accrual rate. Any vacation leave accrual above 2X the annual accrual rate will be forfeited. **No employee may have a negative vacation leave balance.**

Payment at Termination: Upon termination, an employee will be paid for accrued vacation leave, subject to maximum accrual outlined above. Any accrued leave in excess of that calculation shall be forfeited.

Vacation Leave for Former Employees: Benefited employees whose position with the District was terminated due to layoff 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 Executive Director.

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. See Section 7.1 for information related to Family Medical Leave Act ("FMLA") leave, which may also apply in circumstances described in this section.

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 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 his/her 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 any accrued sick leave balances.

3.7. **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).

3.8. **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. **Time in a current pay period, which has been accumulated but not awarded, is not available to the employee.** (For further clarification, refer to Section 7, Leaves of Absence).

3.9. **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, as applicable, that he/she was scheduled. However, if the department 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 rate of 1.5x the normal hourly rate will be paid once an employee has reached forty (40) hours in pay status during one Work Week. 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. OR: 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.

3.10. **INSURANCE**

The District maintains several types of insurance coverage for eligible employees, including health, dental, vision, life and workers' compensation. The terms, coverage and premiums are subject to change and 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 insurance plan documents for additional information, terms, benefits and limitations.

1. **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.
2. **Dental & Vision Insurance:** Dental and vision 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.

3. **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 a premium for the coverage of dependents.
4. **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.
5. **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-provided 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.

3.11. 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 a 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.

3.12. EMPLOYEE BENEFIT REPORT

Employee benefits are an important component of each employee's total compensation received from the District. Annually, the HR Manager shall deliver to each employee an employee specific report of the total compensation paid to or on behalf of such employee, including salary and wages, premiums for insurance coverage, retirement contributions contributed by the District, paid leave and vacation, licensing and training costs, or any other expense or incentive paid by the District for the benefit of such employee.

SECTION 4: COMPENSATION

4.1. WORK WEEK

For purposes of payroll administration, including but not limited to determination of overtime, there shall be a Work Week. The Work Week shall be established by the Executive Director and may be amended from time to time in compliance with



applicable laws. At all times the Work Week shall consist of seven consecutive twenty-four (24) hour periods.

4.2. **PAY PERIOD**

A pay period is two (2) Work Weeks.

4.3. **PAYDAY**

Currently, 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. The District may implement time tracking methods necessary to allocate time to specific processes, initiatives, and projects in order to evaluate costs and efficiency, which time tracking shall apply to all employees whether or not they are 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, or "Time Sheets") in order to calculate employee pay and benefits. The Executive Director or his/her designee shall establish the policy, format and timing for completion and submission of Time Sheets.

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

Each Manager shall ensure that the employees they supervise prepare and process their respective timesheets through the District Payroll software. Each Manager shall be responsible the function of creating, editing and submitting timesheets accurately and timely.

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

4.5. **SHIFT DIFFERENTIAL**

Overtime eligible District employees assigned to rotating weekend shifts shall be paid a shift differential at a pay rate established by the Board.

4.6. **TRAVEL TIME PAY**

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

4.7. **STANDBY/CALL BACK PAY POLICY**

Employees 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 (on “Standby”) who are called in to work shall be credited a minimum of three (3) hours at 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. The Manager of Operations or his/her designee 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 as required during regular working hours.
4. Standby duty will normally be one week in duration, although this may be adjusted from time to time based on the number of employees eligible for Standby duty. An employee shall be removed from Standby duty if deemed incapable due to illness, or other sanctioned, cleared emergency as determined by the Manager of Operations. If an employee requests sick leave during a part or whole day Standby duty is assigned, it shall be up to the Manager of Operations 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, if called in, shall receive Standby compensation as well as the minimum call-back pay compensation. Rates for Standby compensation may be



adjusted from time to time based upon approval of the Board.

6. Standby employees are expected to respond to the District office or job site, whichever is appropriate, within 45 minutes after being contacted; time accounting begins upon arrival.

4.8. **TEMPORARY EXTRA RESPONSIBILITY PAY**

An employee temporarily assigned additional duties or responsibilities may be considered for extra compensation. Upon recommendation by the Executive Director, such additional compensation must be approved by the Board.

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 HR Manager or Manager of Administration or his/her designee. Every effort will be made to correct errors.

4.10. **SALARY ADJUSTMENTS**

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

1. **Merit Increase:** No less than annually, the Executive Director shall prepare a Staffing Report for the Board which defines, at a minimum: core competencies of staff; current relationship of staff to their job classification benchmarks, and recommended deletions or additions to staff. The Staffing Report shall also identify needed training or certifications for certain staff, as well as recommendations for development or advancement of skills needed by the District. The Staffing Report shall identify expenditures necessary to reach proposed training and salary benchmark requirements for the upcoming fiscal year. Upon receipt of such Staffing Report, as a function of the annual budget process, the Board may authorize funds necessary to reward employees for meritorious performance, advancements of skills, promotions, assuming additional duties, etc., which may be expressed as maximum salary percentage increases, lump sum pools, or other methodologies. Salary adjustments and merit increases shall be determined by the Executive Director, in consultation with the employee's immediate supervisor based upon the employee's documented performance. If the Board has approved a merit pool, percentage increases may vary from employee to employee depending upon each employee's individual performance.
2. **Cost-Of-Living Adjustment ("COLA"):** A COLA may be provided to all eligible employees upon approval by the Board.

4.11. ADJUSTMENT OF SALARY RANGES

1. An understanding of how salaries and benefits of the District compare to other organizations which might compete for current or potential employees is important to maintaining competitive salary and benefit packages. Therefore, from time to time, but not less than every third year, the HR Manager shall undertake a survey of wages and benefits to determine whether salary ranges and benefits for District staff should be adjusted to account for economic changes, changes in job descriptions, etc. Such survey may take a variety of forms, at the direction of the Board, including analysis done by staff or outside consultants, and review of the salary ranges for similar positions among other relevant employers. Upon a recommendation by the HR Manager, the Board may choose to adopt salary ranges for similar positions in order for the District to attract and retain highly qualified employees. The Board may also adjust the salary ranges to account for COLA increases in the Board's sole discretion.
2. If implementation of new or adjusted salary ranges causes one or more employees to have a rate of pay below the new minimum salary for their respective position, the Executive Director shall make a recommendation, as a function of the annual Staffing Report, to address such situation.

4.12. 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 due to voluntary resignation by the employee will be paid on the next regular payday unless an employee submits a written request to the HR Manager, which request is approved, for payment to be made within seven (7) days. Wages due and payable at the time of termination due to discharge of the employee by the District will be paid at the time of termination.

The HR 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, 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: Neither the HR Manager nor the employee's supervisor shall 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 Executive Director 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. PERSONAL PROTECTIVE GEAR & CLOTHING REQUIREMENTS ALLOWANCE

As employee safety is of the utmost concern to the District, District employees may be required to wear specialty clothing and/or safety gear in order to perform his or her duties in the safest possible manner. Therefore, the District establishes certain allowances in connection with the purchase of such clothing or safety gear.

1. **Footwear Allowance:** The Manager of Operations 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 as a reimbursement of the price to secure appropriate and approved electric hazard rated and safety toe boots or shoes.
2. **Eye Protection Allowance:** The Manager of Operations may establish policies requiring certain employees to wear personal eye protection in the performance of their duties. Employees required to wear personal eye protection will be eligible for an eyewear allowance. Employees eligible for such allowance may have a four-year accumulation of the eye protection allowance.
3. **Winter/Foul Weather Gear:** Employees required to do outside work in inclement weather shall be required to wear appropriate outerwear. The Manager of Operations may establish policies regarding the requirements for such outerwear. Employees required to wear such outerwear in the course of their duties are eligible to receive an allowance as a reimbursement of the cost to purchase such approved outerwear. Employees eligible for such allowance may have a two-year accumulation of the outerwear clothing allowance.

4. **Day to Day Clothing:** The District requires all employees to meet the personal appearance standards set out in section 8.2 hereof. The Manager of Operations may, in addition, establish policies regarding any additional safety requirements of day to day clothing articles, including spark and fire retardancy, etc.
5. **Shirts:** The District shall provide at no employee cost, uniform shirts with the District logo to employees whose day to day clothing is required to meet such standards. The employee shall wear uniform shirts only in route to and from work and while on duty. The District will replace uniform shirts damaged through natural wear on the job on a replacement (turn-in) basis, but not due to negligence by the employee. The Manager of Operations shall develop a policy for the provision and replacement of uniform shirts.
6. **Jeans:** The Manager of Operations may establish a policy which requires certain employees to wear standard dark blue denim jeans on the job. In consideration of personal appearance requirements and the amount of normal wear and tear, such employees are eligible for reimbursement of 70% of the cost of up to six new pairs of approved jeans each year. The Manager of Operations shall administer such reimbursement.
7. **Allowance:** The District will provide up to a \$500 allowance for footwear, eye protection, winter/foul weather gear, and jeans as described above. Employees eligible for such allowance may have a two-year accumulation of the allowance.
8. **Appearance:** Employees are expected to maintain and wear clean and repaired working garments, including logo shirts and jeans, after provision or replacement by the District. The Manager of Operations will establish the policies for return of day to day clothing purchased or subsidized by the District upon separation from District employment. Failure to comply with such policy upon separation of employment may 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.

5.2. **OTHER PROFESSIONAL/EDUCATIONAL INCENTIVES**

1. **Professional Dues and Licensing Fees:** The District shall pay the job-related professional organization dues of District employees when approved by the Executive Director. The District shall pay fees for professional and other licenses required by an employee's job description other than basic driver's licenses.
2. **Certification and License Upgrades:** Operation of various types of collection and treatment facilities, as well as mandated certifications and best management practices, require certain levels of additional training and licensing for operations personnel. The Executive Director shall implement procedures necessary to insure



compliance with applicable certification requirements for district personnel, including a schedule for additional licensing upgrades as part of the annual Staffing Report, and shall make recommendations for necessary expenditures to be approved by the Board for the fiscal year budget.

3. **Other Professional/Educational Incentives:** The Board recognizes the importance of a proficient staff with a diverse skill set. From time to time, employees may wish to hone skills required by their position, such as taking business or technical skills classes or participating in seminars, or to further expertise in a related area. The Executive Director shall recommend a policy for the reimbursement of expenses related to such development. As part of the annual Staffing Report, the Executive Director shall recommend the type, timing, and amounts for reimbursement for such activities in the fiscal year.
4. **Safety Incentive:** Upon successful completion of an OSHA 10-hour safety training course, employees shall be eligible for a \$500 safety incentive. Certification documents must be provided to the Operations Manager and HR Manager prior to receipt of the safety incentive. The costs for the OSHA training class shall be paid by the District.

SECTION 6: WORK CONDITIONS AND HOURS

6.1. WORK SCHEDULES

Work schedules shall be developed and may be modified as needed by the Executive Director or Manager of Operations, or the delegated supervisor, to meet the specific needs of the District. The District may allow employees to work his or her scheduled hours outside of the District's normal hours of operation and/or remotely, but such arrangements will be allowed at the sole discretion of the District and only with the express permission of the Executive Director. Flexible and/or remote work schedules will be approved only if such arrangement does not interfere with the employee's or District's ability to complete all tasks necessary for the operation of the District and transaction of District business. The District may revoke approval for a flexible and/or remote work schedule at any time, with or without notice to the employee, and for any reason or no reason.

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 Saturday at midnight and end at 11:59 PM on the following Friday (a "Work Week") 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 1.5x rate will be paid once an employee has reached forty (40) hours in pay status during one Work Week. 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. Employees shall submit Time Sheets to his or her immediate supervisor for certification and submission to the HR Manager or his/her delegate. 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 hours at 1.5x 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 responsible for processing payroll. 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 employee's immediate supervisor. 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 Operations Manager or manager of administration 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 1.5x rate will be paid once an employee has reached forty (40) hours in pay status during one Work Week. 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.

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 any portion of the employee's standard Work Week or other scheduled work time, the employee will complete the Time Off Request in the HRIS software for supervisor approval.

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 his/her immediate supervisor. In the event the employee needs to leave work early due to inclement weather, the employee will need to discuss this with his/her immediate supervisor.

6.5. **EMERGENCY CLOSING OF DISTRICT'S SERVICES & BUILDINGS**

When the Executive Director 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 for hours worked.

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 by the Executive Director (and by the Board in the case of the Executive Director) 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 Executive Director may grant approval to an employee 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 ACT**

The District complies with the 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, they 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 HR 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 HR 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 HR Manager may request further certification if intermittent leave or leave on a reduced schedule is required.
- C. In the event the HR 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 HR Manager may require that the eligible employee obtain subsequent re-certification on a reasonable basis.
- D. The HR 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. Employee to Provide Notice for Leave



- A. Employees must provide at least thirty (30) days advance notice prior to the beginning of requested FMLA when the need for FMLA leave is foreseeable. This includes, but is not limited to, requests for FMLA leave based on birth, placement for adoption or foster care, and planned medical treatment for serious health conditions of an employee or family member.
- B. In circumstances where thirty (30) days advance notice is not practicable or the need for FMLA leave commences earlier than anticipated, employees must provide notice to the District as soon as practicable and possible.

6. 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 under FMLA, with the approval of the HR 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 HR 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 District 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.
- D. FMLA leave runs concurrently with other types of leave. When an employee substitutes paid leave or any kind for unpaid leave under FMLA, the paid leave shall run concurrently with FMLA required leave such that the total paid leave and unpaid leave (if any) totals no more than twelve (12) weeks.

7. Employee Benefits During Leave

During any paid time off for FMLA qualifying reasons, an employee's benefits will remain unchanged, as follows:

- A. **Insurance Benefits Remain Intact:** An employee granted FMLA 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.

8. 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.

9. Complaints and Enforcement

If an employee requests and is denied leave under FMLA, the employee may file a grievance directly with the Board. Employees may contact the HR Manager or the Executive Director 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 or partner, 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 HR Manager or Executive Director, in consultation with the immediate supervisor, 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 HR 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 herein.

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 HR Manager and immediate supervisor before leave is approved. If an employee needs to take military service leave, notice should be provided to the HR Manager and immediate supervisor 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 the 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 his or her immediate supervisor and the HR 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 his or her immediate supervisor and the HR 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 his or her immediate supervisor and the HR 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 HR 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 Executive Director may approve an employee request for a leave of absence without pay, for justifiable personal reasons, not to exceed 30 consecutive workdays. An employee will be required to use all eligible accumulated applicable leave time except when requested leave without pay is for three (3) workdays or less. The Executive Director may grant three workdays or less leave without pay without requiring the employee to exhaust applicable accumulated leave.

Leave without pay beyond three workdays shall not be granted until all eligible accrued annual and sick leave have been exhausted. Leave without pay under this section will not be granted for FMLA-qualifying reasons until all FMLA leave has been exhausted. No type of leave shall be earned during periods of leave without pay which last for one Work 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. The Executive Director or HR Manager shall report any approved leave of absence without pay to the Board. A leave of absence without pay in excess of 30 work days shall require the approval of the Board.

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. Leave without pay under this section will not be granted for FMLA-qualifying reasons until all FMLA leave has been exhausted. All requests for leave of more than 30 days, other than leave under the FMLA, are subject to approval by the Board. No leave accruals will occur during an extended leave of absence.

If the Board approves such leave of absence, other than leave under the FMLA, upon approval by the Board 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.

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 or 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 an 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 Executive Director. Each hour of donated leave shall be deducted from the accrued leave of the donating employee and credited to the employee receiving the donation.

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 HR Manager, manager of administration, or such other administrative staff as delegated by the Executive Director.

SECTION 8: EMPLOYEE CONDUCT

8.1. PROFESSIONALISM

Employees should always conduct themselves in a professional manner while conducting District business, avoiding any behavior which might cause damage to the public's perception of the District. Employees can often prevent or mitigate negative encounters with customers and others by remaining calm and courteous.

District employees work for the District's customers. Employees should therefore endeavor to work efficiently to minimize costly wasted time.

Employees with access to information about the District's on-going projects shall refrain from discussing such information with the public. State law governs public access to District records. 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 Executive Director. All public comment is to take place through the Executive Director only, and staff should refer requests from the press or Boone County Commission to the Executive Director.

8.2. PERSONAL APPEARANCE

Each employee's appearance is a reflection of the District, and appropriate 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.

In addition, specific items of clothing may be necessitated for safety or other reasons. (See sections 5.1 and 5.2 herein). Certain items are considered inappropriate attire for District employees while performing job responsibilities, whether in the District office or



another facility or while participating in seminars, conferences or training sessions authorized by or while representing the District, as follows:

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

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

8.3. DRUG FREE WORK PLACE

It is the policy of the Board 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. 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 free from the influence of drugs or alcohol.

Except as specifically set forth in the “Exceptions” section below, this policy applies to all District employees. It is the policy of the District that, as a condition of employment or continued employment, its employees shall not use, sell, possess, or have in their system alcohol or illegal drugs, including substances legally obtained and used in a manner other than that prescribed, in the workplace. The following are prohibited behavior for employees:

- Reporting for work or remaining at work with any detectable level of alcohol or controlled substance, intoxicant or illegal drug (under federal, state, or local law) in their system.
- Reporting for work or remaining at work while impaired or under the influence of alcohol or a controlled substance, intoxicant or illegal drug (under federal, state, or local law).
- Engaging in the unauthorized use of any alcohol or illegal drug on District property or on District time, including rest and meal periods.
- Using medically authorized (prescription) or over the counter drugs in a manner inconsistent with the directions for the medication.

For the avoidance of doubt, for purposes of this policy, marijuana is both an intoxicant and a federally illegal drug. Other than as specifically described in the “Exceptions” section below, employees may not report to or remain at work with a detectable level



of marijuana in their system. Employees may not report to or remain at work while under the influence of marijuana under any circumstance.

When your doctor prescribes prescription drugs, you must ask whether the drugs will impair your ability to safely perform your job. If so, get the doctor's statement in writing. The doctor should be familiar with your work duties before signing the statement. The statement need not identify the drug but may simply say that you are unable to perform safety sensitive functions due to your prescription medication. Give the doctor's written statement to the HR Department. The District may ask the physician to complete a fitness for duty form indicating when we can expect you back at work. Where possible, we may temporarily assign other work consistent with your medical condition. Abuse of medically authorized or over the counter drugs is a violation of this policy. Using another person's prescription medication is also considered abuse.

In order to implement this policy, the District has adopted a program of drug and alcohol testing, as set forth herein. Positive test results, or refusal to cooperate fully in or otherwise to submit to drug and alcohol testing under the District program or tampering in any fashion with samples or test results, procedures or documentation, will result in refusal to hire applicants for employment or discipline, up to and including discharge, of existing employees.

The District has implemented drug testing as follows: (1) following the occurrence of an incident involving personal injury which requires medical care; (2) testing based upon a reasonable suspicion that the employee has illegal drugs and/or alcohol in the employee's system; (3) such other testing (including random, reasonable suspicion, or periodic testing) as may be required of the District by law, regulation or on specific projects or in connection with specific operations.

Testing Following Injury to Person or Property

If an employee is involved in an accident resulting in property damage or personal injury to that employee or another person, the District may require the employee to submit immediately to a urine drug and a blood alcohol test. In the event an employee is unable, as a result of injury, to provide a urine specimen at the time of the accident, the employee, as soon as he or she is able, must provide the District with written authorization allowing them to obtain hospital reports or other medical records that would indicate whether there were drugs or alcohol detectable in the employee's body.

Testing Based on Reasonable Suspicion

If the District reasonably suspects that an employee has used or has in his/her system drugs or alcohol on the job, we may require the employee to submit immediately to a urine drug and a blood alcohol test. Behavior or physical symptoms or psychological reactions commonly attributed to or associated with the use of alcohol or illegal drugs, or possession of substances or paraphernalia associated therewith, or other good faith belief



of use, possession, or having drugs or alcohol in the employee's system, will be deemed reasonable suspicion and will result in testing.

Testing Required by State or Federal Law or Regulation

The District may require any employee to submit to alcohol and substance abuse testing, including random, reasonable suspicion, or periodic testing, where required by state or federal law or regulation. Such testing will comply, to the extent permitted by such law or regulation, with the procedures contained herein. While random testing for the presence of illegal drugs may be required at times, employees will not be required to submit to random testing for the presence of alcohol.

Testing Procedures

All urine specimens for drug tests will be collected and tested by a National Institute on Drug Abuse certified laboratory. Blood samples for blood alcohol tests, where utilized, will be collected by trained personnel. Evidential breath testing devices of a kind approved by the National Highway Traffic Safety Administration may be utilized as an appropriate measure of blood alcohol levels.

Test results will be reported to the District and the employee may be required to furnish written consent if requested by the laboratory or by the testing service. An employee has a positive test when the blood alcohol content is at or above .04%, or when the test results reflect levels above the cut-off levels per the latest Department of Health and Human Services guidelines published in the Federal Register for the presence of the following drugs: (1) marijuana; (2) cocaine; (3) opiates; (4) amphetamines; and (5) phencyclidine. An employee also will be deemed to have a positive test if the test reveals use of prescription medications other than as prescribed.

Any employee is required, in connection with any test conducted pursuant to this policy, to execute a consent and release of liability form if requested to do so by the District or the testing laboratory. Refusal to execute such consent and release shall be deemed a refusal to cooperate fully in the test and shall result in refusal to hire or will subject an employee to discipline up to and including termination of employment.

The District will pay for the cost of tests required under this program. Any retesting performed at the employee's request following a positive test result shall be paid for at the time of testing at the sole expense of said employee, and the District shall incur no responsibility or obligation for the costs of such retesting, or in consequence of the results of such retesting. Any retesting shall be conducted using only the split sample provided at the time of the initial specimen production. In other words, a person who tests positive may request "retest" using the portion of the original specimen that is maintained by the testing facility for a limited period of time and the District will not accept the results of testing on a newly provided specimen.

In the event an employee claims that a positive result is due to prescription drugs, the District shall require such employee to furnish a written statement from his or her



physician specifying the name of the drug(s) and that the medication will not have an adverse effect upon the employee's ability to perform his or her duties in a safe manner. Such employee shall not be deemed to be engaged in work, or entitled to compensation by the District to return to work, until submission of such physician's statement and its acceptance by the District.

The District retains its sole and exclusive prerogative to alter, amend, eliminate, or replace all policies and procedures herein, insofar as they relate to applicants for employment (including those to whom a conditional offer of employment may have been made). The District retains full authority to issue, promulgate and modify, any rules relating or prohibiting the use, possession, sale or distribution of any drug, alcohol, or drug paraphernalia in the workplace.

The District may elect to establish an employee program, which includes education and training on the effects of illegal drug use or alcohol abuse, and how to recognize signs of drug or alcohol abuse.

Drug and Alcohol Related Searches

In addition, employees are subject to search, including any personal belongings, while on District property. If an employee does not consent to and cooperate with any search, or is in violation of this policy, he or she will be subject to discipline up to and including termination of employment.

Disciplinary Action

Except as set forth in the "Exceptions" section below, the following disciplinary action will be taken: In the event of a positive test result, an employee or applicant is subject to immediate dismissal and/or an offer of employment will be withdrawn. The employee or applicant can then have (at the employee or employee applicant's expense) the original specimen re-tested. For a current employee, if the retest indicates a negative result, no disciplinary action will be taken except that the time period between receipt of the first positive test and the subsequent negative result will not be paid time. If the retest is positive, this will be considered a positive result, which will subject the employee to immediate dismissal. For an applicant, if the retest is negative, the test will be considered negative for hiring purposes. If the retest is positive, the applicant will not be hired. An applicant who has a positive test result may reapply for employment six (6) months after the first date of application. If the test results are then negative, the applicant will be considered for employment. This in no way reflects or implies that an applicant will be offered a position with the District.

The District reserves the right to decide whether reasonable suspicion exists, the level of discipline to be applied and whether an employee should be given the opportunity to participate in a drug or alcohol treatment program.

Exceptions

The District will not discriminate against applicants or employees based solely on their status as a qualifying patient with a medical marijuana card issued by the State of Missouri. This means that employees who are not subject to Department of Transportation (or other federal agency) mandated drug and alcohol testing, and who are NOT applying for or employed in a position for which use of marijuana off-duty would adversely affect the ability to perform job-related employment responsibilities or the safety of others, will not be refused employment or be discharged based solely on a positive test for marijuana, if the applicant/employee is a qualifying medical marijuana patient and the drug test is not a reasonable suspicion test. A test based on reasonable suspicion is conducted when the employee appears to be under the influence at work and a positive test for marijuana or any controlled substance or alcohol in such circumstance will result in discharge.

This exception does not apply to applicants for or employment in a position in which the person is subject to federal regulations requiring drug and alcohol testing or one in which off-duty marijuana use affects the person's ability to perform his job responsibilities or the safety of others, such as employees who use District equipment that requires a Commercial Drivers License (CDL) subject to drug and alcohol testing regulations implemented by the Department of Transportation (Omnibus Transportation Employee Test Act of 1991). Applicants for and employees in such positions will be refused employment or discharged based on a positive test for any drug, including marijuana, regardless of whether the person is a qualifying patient with a medical marijuana card.

Policy Violations

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.

8.4. DRIVER'S LICENSE SUSPENSION/REVOCAION

Any employee whose driver's license is revoked or suspended by any governing authority must immediately report the revocation or suspension to their supervisor. 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 Executive Director may re-assign the employee to another available position with a corresponding pay adjustment or may terminate the employee.

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.
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 or sign any statement or talk with a representative of an insurance company or attorney, without first talking to the HR Manager and the District's attorney.
4. The accident must be reported to the employee's immediate supervisor immediately or as soon as it is safe to do so.
5. In the event the employee sustains injuries in the accident, the steps outlined in the Workers' Compensation Procedures below should be followed.

8.6. WORKER'S COMPENSATION

PROCEDURE: Any individual who is involved in an accident while performing authorized duties for the District resulting in personal injury shall adhere to the following procedures:

1. Employee Injury Report: The employee must report the incident to his/her immediate supervisor and the HR Manager as soon as possible, but no later than the next working day after the incident by completing an "Employee Incident Report".
2. Supervisor's Investigation Report: As soon as practical, but no later than three working days following knowledge of the incident, the employee's immediate supervisor will perform an investigation and complete a "Supervisor's Incident Report" and provide it to the HR Manager.
3. Report of Injury: The supervisor, HR Manager or Executive Director will complete and file required claim forms with the District's worker's compensation insurance carrier upon completion of the Supervisor's Incident Report.

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 who requires medical attention, unless such employee elects to select his or her provider instead. An employee injured on the job and requiring medical attention who 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 HR 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 medical care.

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 Work Week. Any employee accepting District-paid sick leave while performing work duties for another employer may be subject to disciplinary action up to and including termination.

8.7. CONFLICT OF INTEREST

Employees of the District are expected to avoid conflicts of interest with the conduct of District business or work. 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 him/herself, another employee, relative or friend. 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;
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 HR Manager, and for the Executive Director, with the Board.

8.8. **OUTSIDE EMPLOYMENT**

Employees may not engage in activities or perform work related to employment outside of the District during the employee's scheduled 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 with the District.

An employee shall not use District property for any purpose other than for District business, except with written approval from the Executive Director.

If the Executive Director, or in the case of the Executive Director, the Board, 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: Any employee who seeks to pursue employment outside the District, 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 or client) to the Executive Director 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 Executive Director may approve or disapprove of the outside employment or business involvement. Such written notifications and related records will be maintained in the individual's Permanent Record. 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. 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 shall not to be used for non-District related reasons without prior approval from the Executive Director.

No equipment or furniture may be removed from District property unless the Executive Director 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/HARASSMENT

The District strives to provide a work atmosphere free of harassment. Harassing behavior can affect turnover, absenteeism, productivity, and physical and mental health. It may also be illegal, subjecting the District to liability if not corrected. Title VII of the Civil Rights Act prohibits harassment on the basis of age, sex, race, religion, ethnicity or disability.

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; 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 the HR Manager, or the Executive Director if the HR Manager is the subject of the complaint. If the HR Manager receives notice that the subject of the complaint is the Executive Director, the HR Manager shall notify the Board.

Upon the filing of a complaint of inappropriate conduct or harassment, District staff shall initiate an investigation to determine whether there is a reasonable basis for believing the alleged violation of this policy occurred. The investigation shall be



completed by the HR Manager (“Investigator”), providing that if the HR Manager is the subject of the complaint, then the Executive Director shall be the Investigator. The Investigator may request and receive assistance from the District’s legal counsel in conducting investigations whenever the Investigator deems such assistance necessary.

If there is a determination of 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), any prior complaints against the violating employee, and the quality of the evidence. Appropriate disciplinary action of the offender may include, but is not limited to, suspension without pay, transfer of assignment, probation, written or verbal warning, or termination of employment.

All documentation regarding a finding of harassing behavior shall be maintained in the offender’s Permanent File. The Investigator or the supervisor will perform subsequent 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 to separate parties involved in a harassment investigation. If necessary, 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.

Bullying is also unacceptable behavior for District employees. Bullying includes behavior that intimidates, degrades, offends, excludes or humiliates a worker, often in front of others. Bullying behavior creates feelings of defenselessness in the target and undermines an individual’s right to dignity at work. Verbal bullying includes mockery, humiliation, jokes, gossip or other spoken abuse. Employees purposefully sharing false information is considered harassment, discrimination, retaliation, slander and defamation and all instances shall be investigated using the same process as described above for investigating complaints of harassment.

8.12. WORKPLACE VIOLENCE

It is the policy of the Board to provide a working environment free of violence and the threat of violence. All employees share the obligation to act individually and jointly to prevent or defuse actual or implied violent behavior at work. 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.

Violence or threat of violence, by or against any employee of the District or other person is unacceptable 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.

When any employee of the District observes an act of violence at work the following steps should be taken:

As with any other emergency situation CALL 911 and report as many details as possible so that the appropriate emergency response units can be dispatched. Immediately contact the supervisor or Executive Director (or designee) who is the Workplace Critical Incident Coordinator, who 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.

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 notice. This action may be taken with the Executive Director's agreement, following consultation with the supervisor.

Any workplace altercations, even if minor or verbal, should be reported to the immediate supervisor or Executive Director, and may 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, whether landline or mobile, should be kept to the minimum necessary duration and frequency.

8.14. COMPUTER AND TECHNOLOGICAL RESOURCES

The District utilizes various electronic technologies and platforms to conduct its business. The District enters into agreements with various providers of electronic technologies, including banking and investments, billing and accounting, use of outside servers, etc., which require the District's acceptance of the terms of use under such contracts. Terms of use of any technologies used by the District apply to all District employees, as well as outside contractors or users the District authorizes to use such technologies in the course of providing services to the District.

Protecting the significant investment in the District's computer and technological resources, and ensuring proper licensing of any utilized technology in accordance with national, state and local privacy and security laws, are of the utmost importance.

The District has entered into a particular agreement in connection with the District's network, internet, voice mail, and e-mail systems. This agreement helps protect the District from liability by completing proper licensing agreements for software used by the District; ensures compatibility and cost-effective purchases of hardware and software additions; minimizes the possibility of inappropriate use of hardware, software and stored information, and establishes appropriate security measures to safeguard hardware, software and stored data.

The Board has authorized an Acceptable Use Policy for Computer Services and Technological Resources (the "Acceptable Use Policy"). In authorizing the Acceptable Use Policy, use of computer services and technological resources provided by the District constitutes an agreement to the guidelines and policies set forth therein by all users including full, part-time and temporary employees, and volunteers and contractors during the time they are using any of the District's computer services and technological resources. Under the Acceptable Use Policy, the Board has been designated the principle Administrative Authority to assure compliance with all applicable terms of use.

The Board has delegated compliance with the Acceptable Use Policy to the Executive Director or his/her designee. All users of the District's technology are required to read, understand and sign the Acceptable Use Policy prior to being allowed access to any District computer services and technological resources.

Any questions related to the acquisition or use of hardware or software or on the Acceptable Use Policy should be addressed to the designated Administrative Authority.

Inappropriate, illegal, or unapproved uses of the District's technology resources can result in disciplinary actions up to and including termination of employment. Any employee who becomes aware of abuse of any part of this policy, whether by an employee or outside contractor, should report it to the Administrative Authority.

8.15. USE OF VEHICLES

1. Employees who are required to drive District owned vehicles must maintain a valid State issued operator's license.
2. 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.
3. 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.
4. 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.
5. 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 Executive Director. District vehicles shall be driven at all times by duly authorized personnel. Violations will be cause for disciplinary action.
6. 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.

7. 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. OFFENSES/CORRECTIVE ACTIONS

The following list of offenses may be considered as just cause for suspension or discharge. The seriousness of an offense may vary with the prevailing circumstances at the time of occurrence and motives involved. Such factors will be considered when determining appropriate action for a particular situation. This list does not purport to be all-inclusive but should serve as a guide.

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 resulting damages.
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.

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.

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 HR Manager to resolve the issue, or may utilize available remedies under existing local, state and federal legislation. Employees who believe they have experienced discrimination or harassment or have witnessed the discrimination or

harassment of another individual must promptly report the incident(s) utilizing the process set forth in Section 8.11 above for reporting harassment.

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 Board as much 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 HR Manager:** The Supervisor will forward all written grievances to the HR Manager.
3. **Hearing:** The HR Manager shall set a time and place for a hearing of any grievances submitted as outlined above.
4. **HR Manager's Decision:** Upon hearing testimony of all persons involved, the HR 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 HR Manager's decision to the Board.
6. **Notice of Decision to Employee:** Upon a decision by the Board, notice will be forwarded to the employee by certified mail. All decisions of the Board 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 to:

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 Executive Director 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 to:

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 immediate supervisor or Executive Director.

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. Be properly licensed and receive the appropriate driver training at the time of employment or assignment to a vehicle, if the employee is responsible for driving District vehicles.
7. 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 designated by the Safety Committee 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

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 or required, 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 Operations Manager shall 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 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.



This written policy has been adopted and approved by the Sewer District's Board of Trustees and shall be provided to any person requesting it free of charge. This policy supersedes any similar policy previously adopted.

*PASSED by the Board of Trustees of the Boone County Regional Sewer District, this ____st day of
____ July __, 2025.*



Acknowledgement of Receipt and Review of Personnel Policy

I, _____ (employee name), acknowledge that on _____ (date), I received a copy of Boone County Regional Sewer District's (BCRSD) Personnel Policy effective _____, 2025 (the "Personnel Policy") and that I read it, understood it, and agree to comply with it. I understand that BCRSD has the maximum discretion permitted by law to interpret, administer, change, modify, amend, add to or delete any, all or a portion of the Personnel Policy at any time with or without notice to me. No statement or representation by a supervisor or manager or any other employee, whether oral or written, can supplement or modify the Personnel Policy, and changes are only effective if approved by the BCRSD Board of Trustees. I also understand that any delay or failure by the BCRSD to enforce any work policy or rule, whether or not contained in the Personnel Policy, will not constitute a waiver of its right to do so in the future. I understand that neither the contents of the Personnel Policy nor any other communication by a management representative or any other employee of the BCRSD, whether oral or written, is intended in any way to create a contract of employment. I understand that **I am employed at will and understand that the contents of the Personnel Policy do not modify my at-will employment status.** If I have a written employment agreement signed by an authorized BCRSD representative pursuant to approval by the Board of Trustees and this policy conflicts with the terms of my employment agreement, I understand that the terms of my employment agreement will control.

Signature

Printed Name

Date



BCRSD
Boone County Regional Sewer District
Clean water for your future

[illegible]