

Personnel Policy

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GENERAL INFORMATION

All employees are deemed to be employees at will. Nothing contained in this personnel policy, or any statement made in the policy or by the CEO or Board of Directors, shall be deemed to be contractual or to create a contractual relationship between _____ and any employee.

All policies in this personnel policy are subject to applicable Federal, State, and Local laws. In case of conflict between the provisions of this policy and any such laws, _____ will comply with and abide by the requirements of such laws.

RIGHT TO AMEND, DELETE OR REVISE POLICIES

_____ hereby reserves the right to amend, add or delete any policy contained in this manual solely at its discretion, when it determines that such a change is in the best interest of _____ or its employees. In some cases, the changes will be effective only for new employees, in other cases, new policies will have a delayed effective date, and in still other cases, the policy may be immediate and include all employees.

Efforts will be made, but cannot be guaranteed, that the rights and conveniences of employees will be taken into account when such changes are necessitated. All changes will be distributed in writing to each employee. In some instances, employees may be individually notified of changes which CEO considers of major importance. This policy will be updated as necessary and new editions distributed to all employees when needed, as determined by CEO.

Great effort has been made to insure the accuracy and relevancy of each topic and rule described in this policy, however, CEO reserves the right to make technical corrections even if they change the effect of any rule. Interpretation of the meaning and application of any and all rules shall be at the exclusive discretion of the CEO.

AN EQUAL OPPORTUNITY POLICY

It is the intent and resolve of _____ to comply with the requirements and spirit of the law in the implementation of all facts of equal opportunity, Americans with Disabilities Act and affirmative action. There will be no discrimination on the basis of race, creed, color, religious belief, marital status, sex, age, national origin, ancestry, physical or mental handicap, genetic conditions, predisposition to disease, or military/veteran status in the recruitment, selection, training, utilization, provision of benefits or privileges, promotion, termination or any other

personnel action. It shall also be a violation of this policy to retaliate against any employee for filing a complaint of discrimination against any other employee or against _____.

It is the responsibility of all employees to see that _____'s policy of equal opportunity is communicated and implemented throughout the organization.

MISSION STATEMENT

ADMINISTRATION OF COMPENSATION PLAN

Compensation is determined by the Board of Directors and administered by the CEO. Pay ranges are established by the Board; within that range, salary is determined by the CEO based on an evaluation of the employee's work.

BENEFITS

The following is a listing and brief description of benefits provided to full time employees, all of which are subject to change:

1. Health Insurance

Health insurance may be made available to full-time employees. Rates for such insurance and the cost to employees for various coverages are set annually by the Board of Directors.

2. Life Insurance

Life insurance may be provided for full-time employees; coverage is provided on the basis of salary and is updated on the renewal date of the plan.

3. Social Security

Pursuant to federal law employees are generally covered by the federal Social Security Program.

4. Workers Compensation Insurance

This insurance may be provided at the employer's option or as required by applicable law and, to the extent provided, provides coverage for injury arising in the course of employment.

5. Unemployment Insurance Benefits

_____ provides unemployment insurance for its employees to the extent as may be required by Missouri law.

6. Retirement Plan

A retirement plan may be provided from time-to-time.

7. Tuition Reimbursement

This program may provide assistance to regular, full-time employees who wish to improve their skills and performance and assume greater responsibilities. This program is available at the sole discretion of CEO and is subject to funds being authorized from time to time by the Board of Directors. Advance written approval by the CEO is required.

8. Holidays

Regular full-time employees shall be entitled to time off with pay for the following days:

New Years Day
Martin Luther King Day
Presidents Day
Memorial Day and the Friday preceeding
Independence Day and one other day set by the CEO
Labor Day
Veterans Day
Thanksgiving Day and the Friday after
Christmas Day

9. Accrued Leave

(a) Accrual Rate

(1) Leave shall be earned by each regular full-time employee for each calendar month of service as follows:

0 - 3 years	1.583 (19 days per year)
3 - or more years	2.167 (26 days per year)

(2) An employee must be in pay status for more than half of the work hours in a pay period to accrue earned leave for that period.

(b) Application for Planned Leave

(1) Application for planned leave shall be made by the employee to his or her supervisor and must be approved by the CEO in advance of absence.

Employees must submit written requests to utilize planned leave at least five working days prior to the requested leave. _____ is under no obligation to grant the specific times requested by an employee; however, leave will be made

available within 30 days of the requested time. Leave may only be approved by the CEO.

- (2) There shall be a charge against accrued leave of those days for which an employee normally would have been at work.
- (3) Generally, planned leave will not be approved during employee's first six months of employment.

(c) Application for Unplanned Leave

- (1) An employee absent because of sickness or injury shall inform the CEO on the first day of absence, and daily thereafter unless otherwise authorized by the CEO. Failure to report as required may be cause for denial of leave with pay for the period of absence, and other disciplinary action.
- (2) Unplanned leave with pay shall be charged against accrued leave, and the employee may be required to produce evidence in the form of a personal affidavit, or a medical certificate from the attending physician or from a physician designated by _____, substantiating the need for absence from work due to illness or injury. The employer may make an appropriate investigation to ascertain the nature and extent of illness before authorizing leave pay. Failure to furnish requested evidence shall be sufficient reason for denying leave with pay.
- (3) Unplanned leave shall be utilized in increments of no less than four hours except in unusual circumstances which must be approved by the CEO.

(d) General Use and Maximum Accrual of Leave

Payment for accrued leave may or may not be paid upon termination of employment, as provided in Paragraph 5 – “General Information and Rules.”

Generally an employee is expected to use the amount of leave earned in such year as the leave is earned. An employee may not accrue more than 1 ½ times his or her annual leave rate. In order to be allowed to accrue more than such amount; prior written approval of the CEO must be obtained.

10. Disability Leave and Benefits

Initial Disability Period: In the event that a regular, full-time employee is unable to work as a result of illness or injury for more than twelve consecutive work days, the employee shall first utilize twelve days of accrued leave; in the event that the employee does not have sufficient days of accrued leave, the balance of the twelve days will be charged to leave without pay.

Second Disability Period: If the employee is still incapacitated from work due to illness or injury at the end of the twelve working days, based on a statement from employee's physician and/or one physician at the choosing of the employer, the employer will pay the employee's salary up to an additional eight working days at 100% of salary.

Third Disability Period: If the employee is still incapacitated from work at the end of twenty working days, the employer will pay the employee's salary at the rate of 80% of salary up to an additional twenty work days.

Fourth Disability Period: If the employee remains incapacitated from work at the end of forty working days, the employer will pay the employee's salary at the rate of 60% of salary up to an additional twenty work days.

At the end of 60 working days, continued employment will be evaluated in light of applicable provisions of the law.

11. Other Leave

There may be occasions for which it is desirable to authorize time off with or without pay; such instances will be authorized on a case-by-case basis by the CEO.

12. Snow Policy

During the course of the winter, we may experience weather conditions which will impede transportation. If employee finds it impossible to get to work on time, employee shall call the office as soon as possible. Time off shall be charged against accrued leave. If sufficient leave is unavailable, time will be charged to leave without pay.

In cases of extreme weather, a decision may be made not to open the office, or to close the office early. In such cases, _____ will attempt to notify each employee. Employees will not be charged for time off when the office is officially closed.

GENERAL INFORMATION AND RULES

1. CEO to Effect Personnel Actions

The authority to appoint, promote, transfer, demote, suspend, and terminate personnel, shall be vested only in the CEO or designee of the CEO.

2. Americans With Disabilities Act

_____ is committed to providing equal employment opportunities to qualified individuals with disabilities, which includes providing reasonable accommodation(s) where possible and appropriate. In general, it is employee's responsibility to notify the CEO if an employee requires accommodation(s) and to cooperate with _____ if additional information is necessary from employee and/or employee's medical providers regarding either the type of and necessity for accommodation(s) or the functional limitations caused by employee's disability.

3. Health and Safety

Employees must become familiar with all health, fire and safety procedures related to their employment, and shall notify CEO immediately of any potential or suspected hazard or safety issue. Each employee is expected to become familiar with all safety procedures for the use and operation of the equipment with which they work.

4. Working Hours

(a) Regular Work Week

The regular work week shall consist of five days, with eight hours per day as scheduled by the CEO.

(b) Overtime

At the determination of the CEO, certain employees may be requested to work overtime. In such case, overtime pay for hours worked in excess of 40 hours in any one work week shall be paid as required by law. Employees are forbidden from working overtime unless the employee receives specific permission from the CEO. An employee who violates this rule, even if such employee believes it to be in the best interest of _____, is subject to disciplinary procedures. The rate of overtime pay for covered employees shall be one and one-half times employee's hourly rate

of pay. An employee also may request to work at non-routine hours in exchange for time off during the regular work week. The request may be approved by the CEO in his or her sole discretion.

Exempt employees are not eligible for overtime pay. Any exempt employee may be granted compensatory time for time worked in addition to regular work hours at the discretion of the CEO.

Overtime pay will not be authorized on any day in which time is charged to any form of leave. Non-exempt employees who are requested to work on a holiday shall be compensated at one and one-half times their hourly rate for time actually worked.

All non-exempt employees shall accurately and fully report all hours worked to the CEO, or designee, at regular reporting times at the end of each pay period.

5. Separations and Payment of Accrued Leave

(a) Resignations

It is requested that an employee who desires to terminate employment shall submit a written resignation at least two weeks in advance of the termination date. The delivery of such notice is a prerequisite to payment for any accrued leave, unless waived in writing by the CEO.

(b) Involuntary Termination

(1) An employee may be terminated from employment with or without cause, at any time at the sole and absolute discretion of the CEO. Employees who are terminated are not entitled to receive payment for accrued leave.

(2) Upon the death of an employee, payment for accrued leave, if any, shall be made to the estate of the employee.

6. Travel

(a) Employees may perform official travel only upon the prior written authorization by the CEO.

(b) Reasonable costs (as determined from time to time by _____) of transportation, lodging, meals, taxi fare, telephone calls and similar items necessarily incident to the performance of official business, shall be considered reimbursable items.

- (c) As an alternative, an allowance for subsistence in lieu of actual expenses may be paid at a rate not to exceed the current amount established by _____.
- (d) Employees using their private vehicles in their day-to-day work must receive authorization to do so from the employer. Travel involving privately owned automobiles shall be paid at the current mileage reimbursement rate. The most direct route to a destination is the mileage that may be claimed and reimbursed. A current certificate of employee's automobile liability policy in the minimum amount required by the employer must be provided to the CEO. A signed Agreement with Regard to Use of Employee's Automobile (Addendum 1) must also be on file with the employer in order for an employee to have his/her auto approved for business use or be reimbursed for mileage. An employee required to use his/her vehicle in the performance of duties, must maintain the required license and insurance, and be insurable under the employer's vehicle policy; failure to do so may result in a transfer or dismissal.

7. Nepotism and Conflict of Interest

Nepotism

No members of the same family shall be employed in any form of a supervisor-employee relationship. This includes: husband, wife, parent, brother, sister, child, or other such proximate person. Relatives may be hired provided there are no conflicts or other employment situations which may impair efficient operations.

Conflict of Interest

No employee may benefit directly or indirectly from his/her position with _____ other than the salary and benefits provided by _____ in exchange for work performed. Employees shall disclose to the Board any gift or thing of value received from an outside individual or agency doing business with or soliciting business from _____, in the event that any such gift or thing of value is worth in excess of \$100.

8. Employee Classification

- (a) Full time employee is an employee who has been hired for a standard work week of 40 hours or more as scheduled.
- (b) Part time employee is an employee who has been hired to work less than forty hours per week.

- (c) Exempt employee is an employee who has been hired for executive, administrative or professional services.

9. Open Door Policy

_____ encourages its employees to bring any questions, suggestions and complaints to the attention of the CEO.

10. Sexual Harassment Policy

It is the policy of _____ that all of our employees are able to work in an environment free from harassment and discrimination, and _____ is committed to maintaining a work environment free of unlawful discrimination and harassment of every kind. _____ will not tolerate any conduct or activities which violate our No-Harassment Policy, which prohibits harassment, intimidation, and discrimination in all forms, covering those with legally protected status for reasons such as race, creed, sex, religion, color, age, national origin, ancestry, ethnicity, disability, marital status, and military/veteran status. Any supervisor who becomes aware of conduct which may constitute harassment or discrimination shall notify the Board of Directors.

_____ prohibits sexual harassment which includes unwelcome sexual advances, requests or demands for sexual favors, and other verbal, physical or visual conduct of a sexual nature as well as behavior or remarks that intimidate, ridicule, demean or belittle a person on the basis of their gender (regardless of whether the remarks are sexually provocative or suggestive of sexual acts).

Harassment occurs when:

submission to, tolerance of, and/or rejection of such conduct is a basis for employment decisions, or

submission to and/or tolerance of the unwelcome conduct is explicitly or implicitly made a term or condition of the person's employment, or

when such conduct substantially interferes with a person's work performance and creates an intimidating, hostile or offensive working environment.

No hardship or loss of benefit, and no penalty may be imposed on any employee for: (1) filing or responding to a bona fide complaint of discrimination or harassment; or (2) appearing as a witness or

participating in the investigation of a complaint. Retaliation or attempted retaliation of this kind is a violation of the policy and will not be tolerated.

Complaint Procedure, Reporting Obligations and Investigation

All employees of _____ are responsible for helping assure that we avoid harassment and discrimination. Any employee who has a complaint of harassment or discrimination, or who is aware of conduct which may constitute harassment or discrimination shall immediately report the problem to the following: The person in the most immediate supervisory role who is not a subject of the complaint including the immediate supervisor, the CEO, or the Chairman or any other member of the Board of Directors. Supervisors who have knowledge of conduct involving harassment or discrimination who receive a complaint of harassment that involves their employees shall take immediate steps to deal with the matter according to _____'s policies and procedures.

Complaints of harassment or discrimination will be promptly investigated and will be handled, to the extent possible, in a confidential manner. If it is determined that an employee has violated this policy, appropriate action will be taken. The employee making the complaint and the employee accused will be informed of the results of the investigation.

Retaliation is unlawful and _____ will not tolerate any form of retaliation against an employee for making a complaint under this policy or for assisting in an investigation of a complaint.

Abuse of this policy by bringing groundless complaints of discrimination, harassment or retaliation, or the giving of false information will not be tolerated.

11. Drug And Alcohol Policies

_____ will not tolerate the abuse of alcohol or drugs in the workplace.

_____ will aid local, state and federal authorities in enforcing any and all laws associated with drug possession, use and/or distribution or alcohol distribution to minors.

Employees are required to notify _____ of any drug or alcohol conviction not later than five days after such conviction.

12. Record Checks

_____ reserves the right to check an employee's Criminal and Credit Record prior to employment or during employment. Employees will

be asked to sign a statement or waiver granting permission to _____ for such checks, which will be at _____'s expense. Refusal to grant permission to _____ to perform a criminal or credit record check may result in _____'s refusal to hire the employee.

13. Electronic Media Policy

- (a) Employees have access to various forms of electronic media and services (computers, e-mail, telephones, voicemail, fax machines, online services, and the Internet hereinafter referred to as "media").
- (b) _____ encourages the use of media, however, media provided by _____ is _____'s property and its purpose is to facilitate _____'s business.
- (c) The following procedures apply to all media which are:
 - (1) accessed on or from _____ premises;
 - (2) accessed using _____ computer equipment or via _____-paid access methods;
 - (3) communications that make reference to _____ in any manner; and/or
 - (4) used in a manner that identifies the employee with_____.
- (d) Media may not be used for transmitting, retrieving, or storing any communications that are illegal, against _____ policy, or contrary to _____ interest.
- (e) Electronic information created and/or communicated by an employee using media will not generally be monitored by_____. However, _____ routinely monitors usage patterns for both voice and data communications (e.g., number called or site accessed; call length; times of day called) for cost analysis/allocation and the management of the Internet server. _____ also reserves the right, in its discretion, to review any employee's electronic files and messages and usage to the extent necessary to ensure that media are being used in compliance with the law and with _____ policy. Therefore, employees should not assume electronic communications are private and confidential.
- (f) Employees must respect other people's electronic communications. Employees may not attempt to read or "hack" into other systems or logins, "crack" passwords, breach computer or network security measures, or monitor electronic filings or communications of other employees or third parties except by explicit direction of CEO.

- (g) Every employee who uses any security measures on a _____-supplied computer must provide _____ with a record of all passwords and encryption keys.
- (h) No e-mail or other electronic communications may be sent that attempts to hide the identity of the sender or represent the sender as someone else.
- (i) Media may not be used in a manner that is likely to cause network congestion or significantly hamper the ability of other people to access and use the system.
- (j) Employees may not copy, retrieve, modify, or forward copyrighted materials except as permitted by the copyright owner or except for a single copy for reference use only.
- (k) Any information or messages sent by an employee via an electronic network are statements identifiable and attributable to _____. All communications sent by employees via a network must comply with _____ policy, and may not disclose any confidential or proprietary _____ information.
- (l) Network services and World Wide Web sites monitor access and usage and can identify which specific individual or account holder is accessing their services. Accessing a particular bulletin board or Web site leaves _____-identifiable electronic "tracks" even if the employee merely reviews or downloads the material and does not post any message.
- (m) Personal telephone conversations during the work day are generally inappropriate whether such calls are made or received on the employee's personal phone or _____'s telephones. Every effort should be made to limit such calls.

14. On-the-Job Injury

Any job-related injury shall be reported by employees to CEO as soon as possible, but not more than 24 hours after the injury.

ADDENDA TO PERSONNEL POLICY

ADDENDUM 1

AGREEMENT WITH REGARD TO
USE OF EMPLOYEE'S AUTOMOBILE

This agreement with Regard to Use of Employee's Automobile ("Agreement") is made and executed this _____ day of _____, 20____ by and between (_____) and _____ ("Employee").

WHEREAS, Employee is employed by _____ in the capacity of _____, and

WHEREAS, as an integral part of Employee's employment with _____, Employee must regularly, or from time to time, utilize the Automobile owned by Employee in the course of his/her employment, and

WHEREAS, the parties hereto wish to provide for the terms under which the Employee shall utilize his/her Automobile in the course of his/her employment with _____.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Ownership: Employee covenants that he/she is the owner or lessee of a motorized vehicle bearing vehicle identification number _____ and License number _____ ("Automobile").

2. Insurance: Employee represents that at the date of execution of this Agreement, his/her automobile insurance carrier is _____. Employee agrees that from the date of this Agreement and so long as Employee is employed by _____, Employee shall maintain Insurance Coverage on his/her Automobile which shall protect the interests of _____ as well as the Employee. For purposes of this Agreement, "Insurance Coverage" shall mean a standard automobile liability insurance policy issued by an insurance company authorized to do business in the State of Missouri by the State of Missouri Insurance Commission in minimum amounts of coverage as required by the State of Missouri. Employee must also be insurable under _____'s vehicle policy.

3. Payment: _____ agrees to pay Employee the current established rate per mile for each mile that Employee travels utilizing his/her Automobile in the course of performing the job requirements of Employee's employment capacity with _____. Mileage traveled by Employee commuting to and from Employee's home is specifically excluded. The most direct route to a destination is the mileage that may be claimed and reimbursed.

4. Records: Employee shall maintain contemporaneous records which reflect the total number of miles driven, personal mileage and business mileage

including destination points and distances. Such records shall be turned over by Employee to _____ periodically but no less frequently than quarterly to calculate and pay the payments referred to in Paragraph 4 hereof.

5. Primary Coverage: _____ and Employee agree that the Insurance Coverage required to be maintain by Employee is primary coverage and that any automobile liability insurance that _____ may carry is secondary coverage.

6. Deductible: In the event there are any amounts for which the insured is responsible, under the terms of the Insurance Coverage, "in the nature of deductibles", _____ and Employee expressly agree that the Employee, and not _____ or its secondary insurance coverage, shall be and remain liable for such amounts.

7. Reporting Requirement: In the event employee has an automobile accident during working hours, accident should be reported to _____'s CEO immediately for informational purposes.

IN WITNESS WHEREOF, this Agreement is executed by the parties on the day and year first above written.

("_____")

BY: _____
CEO

BY: _____
Employee

I have received, read and understood the contents of this copy of the Personnel Policy of _____., which has been give to me,

(employee name)

on _____, _____.
(day and month) (year)

Signed:

TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE