

JEFFERSON/FRANKLIN COUNTIES, INC.

PERSONNEL MANUAL

This manual constitutes the personnel policies and regulations for the Office of Job Training Programs; Jefferson/Franklin Counties, Inc. Accountability for the implementation and maintenance of this manual is delegated to the One Stop Coordinator. The policies and regulations contained in this manual may be amplified by issuance of administrative memoranda or amended by action of the Board of Directors.

A copy of this manual will be given to each regular employee. Employees are expected to become familiar with the policies contained herein.

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OFFICE OF JOB TRAINING PROGRAMS-JEFFERSON/FRANKLIN COUNTIES, INC.

PERSONNEL PLAN

STATEMENT OF PURPOSE

The purpose of this manual is to ensure that qualified personnel, pursuing high standards of conduct, under procedures insuring fairness and impartiality, constitute the best public service, and these rules shall be applied in accordance with this general purpose.

It is also the purpose of these rules to establish a policy and framework for a system of personnel administration based upon merit principles and designed to secure efficient and effective administration.

These rules will cover the selection, appointment, promotion, transfer, lay-off, removal, discipline, and general working conditions for employees employed under the Workforce Investment Act of 1998 by the Office of Job Training Programs-Jefferson/Franklin Counties, Inc., all in accordance with the general purpose and upon the basis of merit, fitness, and equal treatment of all personnel of the agency. ALL PROVISIONS OF THIS PLAN ARE SUBJECT TO THE AVAILABILITY OF FUNDS.

No representative of the Office of Job Training Programs - Jefferson/Franklin Counties, Inc., has any authority to enter into any agreement for employment for any specified period of time, or to make an agreement contrary to the terms of this manual except in the event such agreement shall be reduced to writing and approved by the Board of Directors of this Corporation.

DEFINITIONS

1. **APPOINTING AUTHORITY** - means the Board of Directors of Office of Job Training Programs - Jefferson/Franklin Counties, Inc. or any committee designated by the Board with full authority to employ personnel, or any staff member designated by the board with full authority to employ personnel.
2. **EMPLOYER** - means the Office of Job Training Programs, Jefferson/Franklin Counties, Inc., as represented by its Board of Directors.
3. **ONE STOP COORDINATOR** - means the One Stop Coordinator of the Office of Job Training Programs, Jefferson/Franklin Counties, Inc.
4. **CLASS OR CLASS OF POSITIONS** - means a group of positions, which are sufficiently alike in duties, authority, responsibility and general requirements and qualifications that justify the same class title, and schedule of pay.
5. **ORIGINAL APPOINTMENT** - means a period of time during which an employee to a position under the Office of Job Training Programs, Jefferson/Franklin Counties, Inc.
6. **PROBATIONARY PERIOD** - means a period of time during which an employee is required to demonstrate their fitness for the duties to which he has been appointed or promoted by the actual performance of the duties of that position.
7. **PROBATIONARY EMPLOYEE** - means a person who is serving a probationary period.
8. **REGULAR APPOINTMENT** - means an appointment given to an employee after completion of a probationary period following original employment.
9. **REGULAR EMPLOYEE** - means an employee who has been appointed to a position in accordance with these rules after successfully completing an original probationary period.
10. **PROMOTION** - means the change of an employee from a position in one class to a position in another class of higher rank.
11. **TEMPORARY APPOINTMENT** - means appointment of a person to a position for a period of time, normally not to exceed six months, with no employee benefits accruing. This appointment is normally used in an emergency situation.
12. **FULL TIME APPOINTMENT** - means and appointment to a position that is year-round with a 37-½ hour work week.
13. **PART TIME APPOINTMENT** - means and appointment to a position that is less than year-round or 37-½ hour work week.
14. **DEMOTION** - means any change of an employee from a position in one class to a position in a class of lower rank.
15. **REALLOCATION** - means a change of an individual position by raising or reducing the position to another class, as a result of changes in the duties, authorities, responsibilities and requirements of the position.

16. REASSIGNMENT - means the act of reassigning a person to a new title or new position with the Corporation.
17. TRANSFER - means a change of an employee from one position to another position in the same class, having the same maximum salary limit, but involving work in a different section of the agency.
18. STEP INCREASE - means increase of salary because of the change of an employee from a position in one class to a position in another class of higher rank.
19. CLASS INCREASE - means increase of salary because of the change of an employee from a position in one class to a position in another class of higher rank.
20. SUSPENSION - means an enforced leave of absence for disciplinary purposes or pending investigation of charges made against an employee.

EMPLOYMENT STANDARDS AND PROCEDURES

ITEM NO. 1 STANDARDS FOR SELECTION

The Corporation shall employ capable and responsible individuals of good character and reputation. Each person selected to fill any position in the Corporation shall adequately manifest their loyalty to the United States, shall show they are not a member of any subversive organization, and indicate their sympathy with the general objectives of the programs administered by the Corporation.

In the case of professional, fiscal and managerial personnel, a conviction of a serious crime shall be considered substantial evidence of lack of fitness for employment.

In the case of other positions, including clerical and non-professional, criminal records by themselves shall not constitute a basis for disqualification of employment provided such records are disclosed on the job application, and in the opinion of the appointing authority, the applicant is qualified for the position and the necessary rehabilitation has been accomplished, or is being accomplished.

Employment of any person with a criminal record shall be subject to the discretion of the Board of Directors.

ITEM NO. 2 ELIGIBILITY FOR EMPLOYMENT OR PROMOTION

The standards of education and experience established in the classification plan for each class shall constitute the entrance requirements or promotional requirements for such positions. Admission to employment or promotion shall be equal to all applicants and no requirements shall be made as to qualifications beyond those stated in the advertisement for the position.

The attainment of a high level of education may be important to performance in certain positions. However, formal educational qualifications, unless required by State or local law, shall not be made a requirement for employment or advancement in either professional or non-professional capacities if a candidate has the ability to perform the duties of the position.

The Missouri State Employment Service who will certify the results to the One Stop Coordinator may administer examination for clerical proficiency. The One Stop Coordinator will be the normal judge of the technical and professional competence of all applicants.

ITEM 3 RECRUITMENT

Suitable candidates for employment shall be obtained from as many of the following sources as deemed necessary to meet the requirements of a vacant position:

- a. Present Employees
- b. Enrolls in training or work experience programs
- c. Applications on file from persons interested in employment by The Corporation
- d. Referrals by supervisors and other employees
- e. The Missouri State Employment Service
- f. Advertisements placed in newspapers or professional journals
- g. Letters circulated to institutions of higher education

Promotion from within shall be given priority.

ITEM 4 APPLICATION FOR EMPLOYMENT

All applicants shall fill out an employment application. The application form shall cover experience, education, training, personal history, hobbies, interests, affiliations, personal accomplishments, degrees or honors, and such other similar information necessary to determine the overall suitability of the applicant for the position to be filled. The applicant shall sign applications and their signature shall certify the truth of all statements contained within the application.

The One Stop Coordinator may verify statements contained in the application of an applicant and secure further information concerning their character and fitness from listed references, educational institutions attended by the applicant, previous employers, or such other available sources.

ITEM 5 DISQUALIFICATION OF APPLICANTS

The appointing authority may reject the application of any person who is found to lack any of their required qualifications, or who is physically unfit to perform effectively the duties of the position for which he seeks employment.

Applications may also be rejected if it is found that the applicant is addicted to the habitual excessive use of drugs or intoxicating drinks, or who has made a false statement of a material fact, or who has practiced or attempted to practice any fraud or deception in their application, examination, or interview, or who has attempted in an improper manner to secure employment.

ITEM 6 PROBATIONARY PERIOD

Every person appointed or promoted to a regular position shall be subject to the requirement of a probationary period of three months duration.

The probationary period is intended to be a working test period and shall be regarded as an integral part of the examination process. It shall be utilized for the purpose of closely observing an employee's work as a final determination of suitability and qualifications for the position.

During the probationary period, the appointing authority shall observe the employee's ability to perform the various duties and requirements of the position and shall make such performance evaluations as required by the administrative regulations.

The appointing authority may request the extension of the probationary period up to a total of six months from the date of appointment and shall keep records of the employee's habits and dependability in relation to the performance evaluations listed above.

The appointing authority may remove an employee at any time during the probationary period when the appointing authority becomes satisfied that the employee is unable or unwilling to perform the duties of the position in a satisfactory manner, or that the employee's habits and dependability do not merit their continuance in the service, or when an error or misrepresentation was made in the application. If an appointing authority desires to extend the probationary period, they must notify the employee in writing at least 15 days prior to the expiration of the original probationary period. Extension is made of the probationary period normally due to, but no limited to on of the following:

- a. When the position involves administrative, supervisory, professional, technical, or scientific duties and responsibilities, and the Director finds that additional time is necessary to evaluate the employee's performance.
- b. Absence due to illness of the employee or the immediate supervisor.
- c. Because of the change of the immediate supervisor during the probationary period.
- d. When the workload during the probationary period has been such that true evaluation could not reasonably be made.

An employee serving a probationary period following a promotion shall be considered a regular employee. Upon the successful completion of an original probationary period, an employee shall receive a 'regular' appointment, and he shall be so designated on the personnel records of the office.

SECTION II

DICIPLINARY ACTION/TERMINATION, ETC.

ITEM 1 DISCIPLINARY ACTION

The One Stop Coordinator may for disciplinary purposes suspend without pay, for such length of time as he/she considers appropriate. Such disciplinary action shall be in accordance with a statement in writing specifically setting forth the reasons for such action and a copy of such statement shall be furnished to the employee. The following are declared to be causes for suspension, demotion, or removal:

- a. Violation or any of the provisions of the Personnel Rules and Regulations or administrative regulations or the written order of the One Stop Coordinator.
- b. Incompetence or inefficiency in the performance of the duties of their position as reflected by at least two consecutive performance evaluation reports.
- c. The carelessness or negligence in the care of property or equipment of the office.
- d. Abusive and improper treatment of other employees or the public.
- e. A permanent or chronic physical or mental ailment or defect which incapacitates the employee in the proper performance of the duties of their position, including, but not limited to, attendance.
- f. The habitual tardiness or absence from the office during regular working hours.
- g. Conduct which may not violate an express written rule but is clearly inconsistent with the obligations of an employee and/or contrary to the best interests of the agency and/or the public which it serves.

An employee who is disciplined for any reason shall have the right to appeal as provided by these regulations.

ITEM 2 DEMOTION, TRANSFER, and REASSIGNMENT

The One Stop Coordinator may demote an employee for cause by putting such cause in writing in a statement which shall be given to the employee, provided that no demotion shall be made unless the employee demoted meets the qualifications for the lower class to which he is demoted, and shall not be made if any regular employee in good standing in the lower class would be laid off by reason of such action.

The One Stop Coordinator may, at any time, for disciplinary purposes, or for the proper organization and general good of the department, or for the proper utilization of personnel, assign an employee from one position to another position in the same class, or he/she may transfer such employee from one division to another within the same class.

ITEM 3 RESIGNATIONS

To resign in good standing, an employee must give the One Stop Coordinator at least 15 calendar days prior notice unless the appointing authority, because of extenuating circumstances, agrees to waive such notice and permit a shorter period notice. The employee to the appointing authority stating the general reason for this resignation shall supply a written resignation. Employees who have resigned in good standing according to these rules shall be eligible for reemployment upon their application for reinstatement provided a position for which they are qualified shall be open and available.

ITEM 4 LAYOFF

The One Stop Coordinator may layoff an employee if it becomes necessary by reason of shortage of work or funds, the abolition of the position, or other material changes in the duties or organization, or for other related reasons and causes which are outside the employee's control, and which do not reflect discredit on the service of the employee.

The order of layoff shall be made at the discretion of the One Stop Coordinator, who shall give due consideration to seniority and performance ratings. The objective of the One Stop Coordinator in such cases shall be to conserve for the agency the services of the most valuable employees. Each employee so affected shall be notified in advance of such layoff if possible.

SECTION III

CONDITIONS OF EMPLOYMENT AND RECORDS

ITEM 1 WORK SCHEDULE

The normal workday shall consist of seven and one-half work hours beginning at 8:30 a.m., and terminating at 4:30 p.m., and the normal work week for employees shall be five days, Monday through Friday. Under normal circumstances, one-half hour shall be provided for lunch, and one 15-minute rest period shall be provided each morning and each afternoon. The One Stop Coordinator may adjust the beginning and terminating time in order to obtain maximum efficiency. Flexible and Hybrid Work Schedules shall be allowed.

ITEM 2 OVERTIME

The One Stop Coordinator will normally approve overtime in advance in writing. The first 2 ½ hours overtime beyond the normal 37 ½ hour work week may be reported as compensatory time; overtime beyond 40 hours per week will be paid at time and one-half.

Employees in an executive, professional and administrative position (as determined by the Fair Labor Standards Act) are exempt from the payment of overtime at time and one-half and will report all overtime worked beyond the normal 37 ½ hour work week as compensatory time.

ITEM 3 PERSONNEL RECORDS

The personnel records of the office, except for examinations, performance evaluation reports, personal histories and such other records as may be specified as being confidential, shall be public records and open to public inspection during regular office hours, in accordance with procedures as may be prescribed.

Records shall be maintained for each employee and show accumulated vacation time, sick leave and other leaves with or without pay, the use of vacation time and sick leave as well as other information regarding time off or absences without leave; special training received by the employee and suggestions made by employee; promotions, disciplinary actions, or resignations; current salaries; time and attendance records and itineraries; and such other information as may be useful and pertinent. The One Stop Coordinator shall assign the preparation and maintenance of such records.

ITEM 4 PAYROLL SUBMISSION

Payrolls shall be prepared and submitted in accordance with the administrative regulations of the agency and shall contain and who the period of time covered by the payroll, the name, classification, salary rate and the amount due for each employee. Payroll sheets shall bear the certification of the One Stop Coordinator or his/her authorized agent, which certification shall affirm that the employee's name on such payroll has been properly and duly appointed and employed in accordance with these regulations and the requirements of law.

ITEM 5 PERFORMANCE EVALUATION REPORTS

Performance Evaluation Reports shall take into consideration, among other things, the employee's conduct, performance, output, organization, willingness to work, dependability willingness and ability to work with others, and the public, and other criteria which will properly reflect the person's suitability for the position. The ratings assigned to such performance evaluation reports shall be considered in the determination of salary increases or decreases within the limits established by the pay plan, and as a factor in promotions and the determination of the order of layoffs when such may be necessary. Performance evaluation reports shall also be used for other personnel actions, including demotions, transfer, and disciplinary actions.

These reports shall be made in writing upon such forms as prescribed and each employee shall be notified of their rating from period to period, with a view to their being afforded an opportunity to know how their work is evaluated, and to enable them to correct any shortcomings or weaknesses. The employee, which signature necessarily constitutes an acceptance of the report by the employee must sign the performance evaluation report of an employee. The employee may also make comments about the performance evaluation report, as he/she may deem proper and justifiable.

Employee performance evaluation reports are required as follows:

- a. Probationary - Probationary employees will be rated at least once a month.
- b. Other - An employee may be rated any time their supervisor feels that their sustained performance has been so outstanding or so substandard that it should become a matter of official record.

ITEM 6 ADVANCE PAY

Under no circumstances will a paycheck be written for an employee in advance of the established pay date for a given pay period.

ITEM 7 APPOINTMENT DATE

Appointments and other personnel actions shall be effective on the date stated by the appointing authority in a written report or letter of appointment, which shall be kept on file in the office, and which letter shall designate the type and class of employment and the position title.

SECTION IV

ADMINISTRATION OF PAY PLAN

ITEM 1 APPOINTMENT PAY RATE

The minimum rate of pay for a class shall normally be paid upon appointment to the class and shall remain the rate of pay during the original probationary period.

Efforts will be made to maintain the general salary plan at a level, which will permit the agency to hire qualified workers in the competitive labor market at this first step.

An appointment may be made at a rate above minimum rate if the appointing authority feels it is necessary to secure an outstanding candidate whose past record, experience and earnings indicate the necessity to pay above the minimum rate and whose employment is deemed to be highly desirable for the good of the service.

If a former employee is re-employed in a class in which he was previously employed, the appointing authority may make an appointment at the same step in the pay range which the employee had been receiving at the termination of their service.

ITEM 2 SALARY INCREASE

Salary increases within an established class shall not be automatic, but shall be dependent upon performance evaluation reports by a supervising employee. Twelve (12) months is the normal time period that must elapse between step increases.

ITEM 3 SALARIES AND POSITIONS

The salary of each position shall be related to the responsibilities and scope of duties of the position. The salary scale shall be maintained with reference to the prevailing practice for comparable positions in the St. Louis Standard Metropolitan Area (which includes the are covered by Office of Job Training Programs, Jefferson/Franklin Counties, Inc.). The plan is intended to ensure that each employee will be compensated on an equitable and consistent basis.

ITEM 4 MINIMUM WAGE

No employee shall be paid at a rate lower than the Federal minimum wage.

ITEM 5 PART-TIME AND HOURLY PAY RATES

Whenever an employee works for a period of time less than the regularly established number of hours per day, days per week, or weeks per month, the amount paid to such employee shall be prorated. Hourly or daily rates of pay for classes of positions shall be established when the conditions of employment in the opinion of the One Stop Coordinator warrant such an action.

ITEM 6 TOTAL REMUNERATION

Any salary rate established for an employee shall represent the total remuneration for the employee for their official services, not including reimbursement for official travel and subsistence while away from their designated official station. This provision shall not be construed to be a prohibition against receiving fringe benefits, which are granted to all qualified employees.

ITEM 7 AMENDMENT OF CLASSIFICATION PLAN

The classification plan shall be so developed and maintained that all positions having substantially the same duties and responsibilities are included in the same class. Whenever any change in organization or in the duties and responsibilities of individual positions make revision of the classification plan necessary, the One Stop Coordinator shall make such amendments as may be necessary to achieve equality and fairness in the plan. Such changes shall be made so as to afford any person affected by the revision in the classification plan, an opportunity to be heard.

SECTION V

EMPLOYEE RELATIONS

ITEM 1 GRIEVANCE PROCEDURES

Any employee who feels that any personnel action may directly or indirectly affect their position, status, or future shall have the right to submit their grievance to their immediate supervisor. Such appeal shall be submitted in writing within fifteen days following receipt of notification of such personnel action.

If the employee is not satisfied with the determination made by their immediate supervisor, he/she shall then in the company of their immediate supervisor, take the matter to the next higher officer and so on until the matter shall have reached the One Stop Coordinator.

In all such cases, if the employee is not satisfied with the decision of the One Stop Coordinator their appeal may be carried to a grievance committee of the Board of Directors.

ITEM 2 PROHIBITION AGAINST DISCRIMINATION

In conformance with the general purpose of employing the best possible employee, any discrimination in the recruitment, selection, employment, placement, promotion, training, assignment, separation, or any other personnel action shall be prohibited. Discrimination, as used herein, shall include any consideration of race, religion, sex, age, color, handicaps, sexual orientation, political affiliations, or national origin, as an element in the determination of any of the above decisions.

All appointments or promotions within the Office of Job Training Programs, Jefferson/Franklin Counties, Inc., shall be made on the basis of merit as determined by the eligibility and qualifications of applicant; and demotions, dismissals and disciplinary actions shall be made for cause under these regulations, which shall be uniformly applicable to all positions. No appointments, promotion, demotion, or dismissal shall be made because of favoritism, prejudice, discrimination, or any other than merit and fitness.

ITEM 3 PROHIBITION AGAINST ACCEPTANCE OF GIFTS AND/OR GRATUITIES

All employees of Office of Job Training Programs, Jefferson/Franklin Counties, Inc., or its delegate agencies and member of the employees immediate family shall be prohibited from accepting any gifts of money, goods, services or any gratuities whatsoever, which may be considered of any significant material value, from any person who receives benefits or services, or who may be doing direct contracting with any of the activities or functions of the agency, or who is otherwise in a position to benefit, directly or indirectly, from any action or decision by any employee, or officer of the agency.

ITEM 4 PROHIBITION AGAINST PARTISAN POLITICAL ACTIVITY

Employment by Office of Job Training Programs, Jefferson/Franklin Counties, Inc., shall not be offered as a consideration or reward for the support or defeat of any political party or candidate for public office, nor may any person, as an employee, engage in partisan political activity. No employee shall, in any manner, levy or solicit any financial assistance or subscription for any political purpose from any employee of the office and no such employee shall act as an agent in receiving any financial contributions, subscriptions or assignment or pay. No person shall use, or threaten to use, coercive means to compel an employee to give such assistance, subscriptions or support, nor retaliation for their failure to do so.

It is not the policy of Office of Job Training Programs, Jefferson/Franklin Counties, Inc., to restrict employees from meaningful participation in community activities, but simply restrain the improper use of State funds and resources from being used for illegal or improper partisan support.

No Office of Job Training Programs, Jefferson/Franklin Counties, Inc., employee may use Office of Job Training Programs, Jefferson/Franklin Counties, Inc., time, materials or equipment to further the election or defeat of any candidate for public or party office. Employees wishing to participate in non-partisan elections may do so on their off-duty hours provided they use no State funds or materials in such activities and do so in their private capacities.

ITEM 5 PROHIBITION AGAINST DIRECT ACTION AND RIOTING

No employee shall participate in connection with the performance of their or her duties, in any form of picketing, protest, or demonstration.

No employee shall, pursuant to or during the performance of services rendered in connection with any program of Office of Job Training Programs, Jefferson/Franklin Counties, Inc., plan, initiate, participate in, or otherwise aide or assist, in the conduct of any unlawful demonstration, rioting, civil disturbance, or other conduct in violation of law.

ITEM 6 RESTRICTIONS ON OUTSIDE EMPLOYMENT

No employee of Office of Job Training Programs, Jefferson/Franklin Counties, Inc., shall have outside employment without written consent of the One Stop Coordinator and the only if such employment:

- a. Interferes with the efficient performance of the employee's duties.
- b. Involves the performance of duties which should have been performed as part of their employment with Office of Job Training Programs, Jefferson/Franklin Counties, Inc.
- c. Constitutes a conflict of interest (as defined in Item No.7)
- d. Occurs during the employee's regular working hours, unless the employee is on either annual leave, LWOP or Comp time during the entire day on which such employment occurs.

ITEM 7 RULES GOVERNING CONFLICT OF INTEREST AND NEPOTISM

No person shall hold a job with Office of Job Training Programs, Jefferson/Franklin Counties, Inc., or its delegate agency if he/she or a member of their immediate family has a substantial interest in a transaction by Office of Job Training Programs, Jefferson/Franklin Counties, Inc., (involving State funds, federal or nonfederal) for the purchase or rental of goods, space, or services or to provide direct financial assistance through investment grants, loans or loan guarantees.

No person shall hold a job over which a member of their immediate family exercises supervisory authority.

No person shall hold a job while he/she or a member of their immediate family serves on any board or committee, if that body has authority to order personnel actions affecting their job.

No person shall hold a job while a member of their immediate family serves on a board, or major policy-making body which, either by rule or practice, regularly nominates, recommends, screens, or selects candidates for employment by Office of Job Training Programs, Jefferson/Franklin Counties, Inc.

A member of an immediate family shall be construed to include any of the following persons:

| | | |
|---------|----------|-----------------|
| Husband | Sister | Father-in-law |
| Father | Daughter | Mother-in-law |
| Mother | Son | Brother-in-law |
| Brother | Wife | Sister-in-law |
| | | Son-in-law |
| | | Daughter-in-law |

The foregoing includes relatives by virtue of remarriage, e.g., stepparents.

ITEM 8 RECIPIENT CODES OF CONDUCT

The Federal Register, May 20, 1980, 676.62, and Federal Register, July 20, 1979, 29-70.216-4m provides a Code of Conduct for recipient agencies. The Board of Directors of the Office of Job Training Programs, Jefferson/Franklin Counties, Inc., as a recipient, adopted a Recipient Code of Conduct. The Board, in carrying out this code, has adopted the following resolution:

Where a member of the immediate family of any Board member, employee, or agent is a Board member, employee, or agent of a contractor, that person shall not participate in any way in the negotiation, selection, award, or administration of a procurement or contract with that agency. The final decision in such matters shall be made by the Board of Directors of the Recipient and the President of the Board shall sign such contracts, unless he is the person involved and, in such cases, the Vice President or other office designated by the Board of Directors shall sign the contracts.

Further, a statement of the pertinent sections of the Federal Regulations, cited above, together with this resolution, shall be made a part of all contracts entered by this agency.

July 20, 1979

29-70.216-4 Recipient code of conduct.

The recipients avoid conflicts of interest by observing the following requirements.

- (a) The recipient shall maintain a written code of standards of conduct which will govern the performance of its officers, employees, or agents in contracting with or otherwise procuring supplies, equipment, construction, or services with Federal funds under a DOL grant or agreement. These standards shall provide that no officer, employee, or agent shall:
 - (1) Solicit or accept gratuities, favors, or anything of monetary value from supplies or potential suppliers; or
 - (2) Participate in the selection, award, or administration of a procurement subject to this section where, to the individual's knowledge, any of the following has a financial or other substantive interest in any organization, which may be considered for award.
 - (I) The officer, employee, or agent;

- (II) Any member of his or her immediate family;
 - (III) His or her partner, or
 - (IV) A person or organization which employs any of the above or with whom any of the above has an arrangement concerning prospective employment;
- (b) To the extent permissible by State or local law (or related rules or regulations) recipient standards shall provide for penalties, sanctions, or other disciplinary actions (such as suspension, termination, or civil action to recover money damages) to be applied for grant or agreement related violations of law or established standards of conduct by recipient officers, employees, or agents.

May 20, 1980

676.62 Conflict of Interest

- (a) No member of any council under the Act shall cast a vote on any matter which has a direct bearing on services to be provided by that member or any organization which such member directly represents or on any matter which would financially benefit such member or any organization such member represents (sec.121 (h) (2)). However, members of the PIC, may vote on the title VII Annual Plan subpart even if that subpart provides funds to the PIC.
- (b) Each recipient and subrecipient shall avoid organizational conflict of interest, and their personnel shall avoid personal conflict of interest and appearance of conflict of interest in awarding financial assistance, and in the conduct of procurement activities involving funds under the Act, in accordance with the code of conduct requirements for financial assistance programs set forth in 41 CFR 29-70.216-4 (sec.123 (g)).
- (c) Neither the Secretary nor any recipient or subrecipient shall pay funds under the Act to any non-governmental individual, institution or organization to conduct an evaluation of any program under the Act if such individual, institution, or organization is associating with that program as a consultant or technical advisor (sec.121 (b)(1)).

SECTION VI

BENEFITS

ITEM 1 ANNUAL VACATION

Each regular employee shall be entitled to annual vacation. The number of days of leave earned each month is determined by length of service with the corporation.

| <u>Length of Service</u> | <u>Hours Earned Per Month/Annual</u> | |
|--------------------------|--------------------------------------|---------------|
| Less than 5 years | 7.5 | (90. hours) |
| 5 through 10 years | 9.375 | (112.5 hours) |
| 10 through 15 years | 11.250 | (135. hours) |
| 15 years and over | 13.125 | (157.5 hours) |

For the purpose of this computation, service during at least 15 days of any month shall entitle the employee to the accrual of vacation time for that month.

All vacation time shall be credited to the employee between the 20th day of the month and the last day of the month in which it accrues. All such vacations shall be granted at such times as the public service will best permit and according to a schedule approved by the One Stop Coordinator.

Original probationary full-time appointees shall accrue vacation time but shall not be entitled to vacation until they have completed at least 90 days of service. (Temporary employees shall not accrue vacation time unless their appointments are subsequently changed to a regular basis, in which case, their prior employment as a temporary employee shall count for accrual of vacation time.) No annual vacation time shall accrue nor be granted to hourly or per diem employees.

An employee who dies while in service, or who has resigned or whose services have been terminated, shall be entitled to receive pay for the period of accrued vacation.

Annual vacation shall be utilized only in increments of half-hours (30 minutes).

No employee shall anticipate annual vacation time, and vacation time shall not accrue to any employee while he/she is on leave-of absence without pay.

ITEM 2 SICK LEAVE

Sick leave is a period in which the employee is incapacitated for the performance of their duties by reason of sickness, injury or for medical, surgical, dental, or optical examination or treatment or where through exposure to contagious disease their presence at this post of duty would jeopardize the health of others.

Each full-time employee shall be entitled to sick leave with full pay computed and accrued at the rate of 9.375 working hours of each calendar month of service, provided that for purposes of such computation, 15 days of service within a month shall constitute a full month. Sick leave with pay shall not be granted to temporary, hourly, or per diem employees. No more than 750 hours sick leave may be carried over from one calendar year to another calendar year.

In all cases where an employee has been absent on sick leave, he/she shall immediately, upon return to work, submit a statement that such absence was due to illness, and in cases where such absence exceeds

five working days, such statement shall be verified by a written certification executed by a physician and shall be accompanied with a physician's release to return to work.

If unused, sick leave shall accumulate. Sick leave shall be utilized only in increments of half-hours (30 minutes).

Any employee who becomes ill while on vacation must submit a signed statement from a doctor in order to have their absence charged to sick leave rather than vacation.

Illness in Immediate Family -- When it is necessary for an employee to remain away from work due to illness in their immediate family which requires their personal care and attention, the absence may be charged to sick leave. The term "immediate family" means children, husband, wife, parent, parents of the employee's spouse, grandparents, brother and sister, and such individuals must reside in the same household as the employee.

ITEM 3 LEGAL HOLIDAYS

The Missouri State Legal Holidays shall be the legal holidays of this Corporation.

When any of the above days fall on a Sunday, such holidays shall be observed on the following days. If they should fall on a Saturday, such holidays shall be observed on the preceding Friday.

When it becomes impracticable to give time off to employees regularly scheduled to work on any of the above holidays because of the necessity of continuing an essential service, the appointing authority shall require the employee to remain on duty and to perform their work, but shall grant the employee equal compensatory time off from duty at such time as the appointing authority shall designate, or the time worked by an employee on any holiday may be credited to their annual vacation. Holidays falling within the period of annual vacation or sick leave shall not be counted as workdays in computing said vacation or sick leave.

An employee must be in a paid status the working day immediately prior to and following a holiday in order to receive pay for the holiday.

ITEM 4 ADMINISTRATIVE LEAVE

Leaves with pay may be granted by the One Stop Coordinator, under policies approved by the Board of Directors, when weather conditions, acts of God, or other special reasons exist which would make attendance at work dangerous or hazardous and when such factors might result in a threat to the safety or well being of the employee.

An employee shall be granted time off from their duties with pay:

- a. To comply with a subpoena to appear in court or before a judge, any legislative committee, or any officer, board or body authorized to conduct any hearing or inquiry for jury service.
- b. To be in attendance due to death in the employee's immediate family. (The term "immediate family" as used herein shall mean children, husband, wife, parents, grandparents, brother, sister, and parents of the employee's spouse). Time off due to death in the immediate family shall be for a maximum of three days.

Time off with compensation under the above provisions shall not be required to be made up, nor shall time off be charged to either sick leave or vacation.

With prior approval of the One Stop Coordinator, an employee may be granted time off from duties with compensation for the following reasons:

- a. Attendance at professional conferences, institutes meetings, or training seminars, which in the opinion of the One Stop Coordinator may contribute to the betterment or improvement of services.
- b. Attendance at in-service training and other courses designed to improve the employee's performance, to prepare him for advancement, or to obtain information which will be valuable to the agency.

ITEM 5 MILITARY LEAVE

A regular or probationary employee or officer, who is a member of the National Guard, or any of the reserve components of the Armed Forces of the United States shall be entitled to leave-of-absence in addition to any other leave-of-absence herein provided without loss of pay or time and without effect of their service rating for the period during which he/she shall be ordered to military duty or training, not to exceed ten working days in any fiscal year. The One Stop Coordinator shall satisfy himself with the proper evidence in writing from the appropriate military officer of such military duty for which the leave with pay is granted.

ITEM 6 MATERNITY LEAVE

Employees may use sick leave; vacation, leave, and leave without pay for maternity.

- a. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom are, for job related purposes, temporary disabilities and will be treated as such under the personnel rules for sick leave.
- b. Pregnant employees will be expected to work prior to childbirth for as long as they are able to perform their normal duties or until their physician advises otherwise. Such employees will be expected to return to work after childbirth as soon as they can reasonably be expected to perform their normal duties. Employees not returning to work after childbirth when so authorized by their physician will be terminated.
- c. If the period of maternity exceeds the number of days accumulated for sick leave, the employee may use vacation leave and/or request a leave of absence without pay until the employee's physician authorizes return to work.

ITEM 7 LEAVE-OF-ABSENCE WITHOUT PAY

A regular or probationary employee, upon application in writing, and upon approval of the appointing authority, may obtain a continuous leave-of-absence without pay for any of the following reasons:

- a. Because of the physical disability of the employee.
- b. Because the employee is entering into a course of training or study for the purpose of improving the quality of their service to the agency or of fitting himself for promotion.

- c. Because of extraordinary reason sufficient in the opinion of the appointing authority to warrant such leave-of-absence.

Such leaves shall not be granted for more than six (6) months, (except for military purposes) and except that upon written application, prior to the expiration of such leave, the appointing authority may grant such extensions of leave as appear best to serve the interest of the agency. The employee may, upon written application and with approval of the appointing authority, be returned to work in the agency prior to the expiration of a leave-of-absence; however, a refusal by the appointing authority to approve the application to return to work prior to the expiration of a leave-of absence shall not effect the individual's right to return to work at the expiration of the leave-of-absence.

At the expiration of a leave-of-absence or any extension thereof, the employee shall be returned to active duty if he/she so desires. Should the employee fail to report to work promptly at the expiration of the leave-of-absence, except for valid reasons submitted in writing in advance, shall be sufficient cause for dismissal.

Unless the appointing authority shall provide otherwise, an employee shall utilize all their annual vacation time and all other accumulated leave to which he/she is entitled, and in the event, leave is granted because of sickness, all their accumulated sick leave prior to the granting of a leave without pay.

Leaves-of-absence imply an obligation and agreement on the part of both the employer and the employee. The employer agrees to reserve a position for the employee at the end of the leave and the employee agrees to return to their position, unless some unforeseen development outside the control of either makes conditions impossible.

ITEM 8 ABSENCE WITHOUT LEAVE

Any employee who is absent from duty for three consecutive workdays without notification or authorization for such absence may be deemed to have vacated their position and may be dismissed from their position unless a leave-of absence is subsequently determined to be applicable and is granted in accordance with these regulations.

ITEM 9 EMPLOYEE BENEFITS AND PROTECTION

Old Age and Survivors Insurance (Social Security) which provides for retirement and medical benefits shall cover each employee.

The Corporation shall provide coverage under state laws regulating Workers' Compensation.

All employees will be covered by the State Unemployment Insurance Program.

All employees with full-time appointments will be eligible for group insurance after completion of thirty (30) days of service. Dependents may be covered at the employee's option by payroll deductions.

A Simplified Employee Pension (SEP-IRA) Plan is offered to all employees who are at least 21 years of age, have worked for the Corporation for at least 6 months of the past five years, and whose total compensation is at least \$550 for the calendar year.

ITEM 10

The agency reserves the right to set forth and publish from time to time, Rules, and Regulations of Conduct.

Jefferson/Franklin Consortium Travel Policy

Travel policies for Office of Job Training Programs, Jefferson / Franklin Counties, Inc., employees and Workforce Development Board members (hereinafter referred to as "Claimants"). The Corporation's One Stop Coordinator is the responsible travel official.

Claimants shall complete travel vouchers (attached sample #1) showing point of departure, purpose of mileage, and point of return. Mileage must be reported so that an auditor shall be able to leave from the stated point of departure and retrace the stated stops to the point of return and obtain the same amount of miles driven as reported on the mileage voucher. The use of a web-based mapping service such as Google Maps, MapQuest, Yahoo Maps, etc., is a preferable method of documenting mileage.

The point of departure and return shall be the Office of Job Training Programs, the first and last work site, or from home on hybrid work days. Mileage for out of town travel or for meetings may begin from home for early departures or late arrivals. The claimant is responsible for accuracy of the voucher. The voucher should be detailed yet concise and have adequate documentation attached.

Out – of – Community Travel

Out – of – Community travel for all claimants must be approved in advance by the immediate supervisor and One Stop Coordinator (see attached travel sample #2). Attached to travel approval should be a copy of agenda, and / or letter of invitation. Travel advances may be requested and will be computed by financial section based on travel approval form giving time of departure and return. A travel advance is only an estimate and is not considered final until actual travel expenses have been submitted to the financial section. It is possible that an adjustment may be necessary either for overpayment or underpayment.

Receipts are required for lodging, air flights, bus tickets, taxi, limousine, parking etc. When lodging is obtained at a hotel / motel and travel is required from the airport to the lodging site, efforts should be made to ascertain if a hotel / motel limousine or courtesy car is available.

Claimants shall be reimbursed for the actual cost of lodging at the meeting site at a single room rate and a per diem allowance for meals, tips and miscellaneous.

For travel out – of – community, per diem computation shall be based on the time of departure and time of return as shown on the approved travel voucher and shall be computed as follows:

1. Travel of 24 hours or less: When overnight lodging is not required and a person is in travel status for more than 12 hours but less than 24 hours, an allowance of \$41.00 will be paid for meals.
2. Travel of more than 24 hours: In computing travel for more than 24 hours, the calendar day (midnight to midnight) shall be the basis and one – fourth of the rate for a calendar day shall be allowed for each period of 6 hours or fraction thereof.

Travel reimbursement will be computed as follows: The actual cost of lodging (single room rate) at the meeting site (receipt required). A per diem in – state amount of \$41.00 and a per diem out – of – state

amount of \$43.00 (for meals, tips, miscellaneous) times the number of quarters per day determined by the time of departure and return shown on the mileage voucher. Federal CONUS rate may be used as an alternative method for calculating meals and incidental per diem.

NOTE: When time of departure is within 30 minutes prior to the end of a quarter day, or the time of return is within 30 minutes after the beginning of a quarter day, per diem for either such quarter day shall not be allowed in the absence of a statement with the travel voucher explaining the official necessity for the time of departure and return.

Mileage Reimbursement

Claimants shall submit to their supervisor by the 15th day of each month Mileage Vouchers with necessary receipts for approval.

Each supervisor authorized to approve mileage shall verify by signature that to the best of his / her knowledge the claimant performed the stated mileage in the performance of job duties.

The fiscal accounting department shall compute the mileage reimbursement at ten cents below the Federal mileage reimbursement rate and prepare the check for payment.

Workforce Development Board members and other advisory or policy groups shall be paid an allowance of up to \$15.00 for meals and \$2.50 for non – alcoholic refreshments plus an appropriate gratuity, at each meeting in attendance when such a meeting necessitates a meal and / or refreshments.

Mileage payments will be made by no later than the last day of the month.

OFFICE OF JOB TRAINING PROGRAMS, JEFFERSON/FRANKLIN COUNTIES, INC.

TRAVEL EXPENSE AND AUTOMOBILE MILEAGE VOUCHER

| Date | Odometer Reading | | Point of Departure, destination, purpose, and point of return | Other Exp. | Miles |
|------|------------------|--------|---|------------|-------|
| | Leave | Arrive | | | |
| | | | | | |
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| | | | | | |
| | | | | | |

FOR OFFICE USE ONLY:

TOTAL MILES _____

TOTAL Miles @ .xxx per mile _____

Total Other Travel Exp. _____

TOTAL CLAIMED _____

Signature of Claimant

Address

Approved

**OFFICE OF JOB TRAINING PROGRAMS
JEFFERSON / FRANKLIN COUNTIES, INC.**

TRAVEL APPROVAL

Employee

Position

Date

Program

Account No.

Is hereby-authorized travel as follows:

Request for advance: _____

Per Diem: _____ Days @ \$ _____ per day = \$ _____

Mileage: _____ miles @ \$ _____ = \$ _____

Other: _____ = \$ _____

Total Advance Requested = \$ _____

Approved:

One Stop Coordinator