

**RESOLUTION NO. 2017-24**

**A RESOLUTION OF THE DOWNTOWN COMMUNITY  
IMPROVEMENT DISTRICT APPROVING UPDATED CID  
PERSONNEL POLICIES MANUAL**

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DOWNTOWN  
COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:**


The Downtown Community Improvement District (the "District") hereby approves of the  
updated CID Personnel Policies Manual.

Passed this 11th day of July, 2017.

  
\_\_\_\_\_, Chairman of the Board of  
Directors

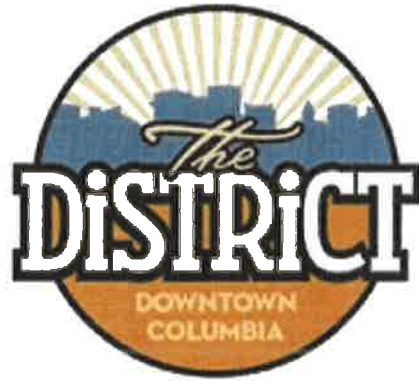
(SEAL)

Attest:

  
\_\_\_\_\_, Secretary of the Board of Directors

**EXHIBIT A  
TO RESOLUTION NO. 2017-24**

**Updated CID Personnel Policies Manual**



# **Personnel Policies Manual**

**EMPLOYMENT AT WILL**

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## **INTRODUCTION**

### **WELCOME TO THE CID**

The Downtown Community Improvement District (the “CID”), which also operates under the brand name of The District, believes that having great employees is critical to our success. In order to hire and retain strong people, we must provide a work environment that challenges employees to be their best, a culture that is supportive of a diverse workforce and working conditions that are competitive within the greater Columbia, Missouri business community. To ensure our continued success, it’s important that all employees understand our policies and procedures. This Personnel Policies Manual (“Manual”) will familiarize you with the various aspects of working for the CID. I encourage you to use it as a valuable resource for understanding the CID during your time with us. If you have any questions, please ask me.

**Katie Essing**  
**Executive Director**

### **CID MISSION STATEMENT**

The District is a live/work/play neighborhood that fosters the creative, the eclectic and the local. It is a constantly adapting community of people, with tradition blended harmoniously with high tech and the latest trends in fashion, food and the arts. The Downtown Community Improvement District (CID) is an independent organization dedicated to keeping Columbia’s downtown – The District – vital.

### **CID VISION STATEMENT**

The CID strives to foster a centrally located, live/work/play neighborhood; create an authentic, dense and sustainable urban space; encourage a creative and innovative culture of diverse enterprises and maintain the local and eclectic flavor of the area.

### **EMPLOYMENT AT WILL**

This Manual is not a contract or an offer to enter into a contract. Employees at the CID are employed on an at-will basis. This means that either you or the CID may terminate your employment with the CID at any time for any or no reason, with or without cause or notice. The CID has the right to end the employment relationship of any employee as it deems appropriate, in its sole and absolute discretion.

## **PURPOSE OF MANUAL**

Please review this Manual carefully. It has been designed to acquaint you with the personnel policies of the CID.

This Manual is intended to give you a general overview of policies and benefits of employment, but because the CID operates in a dynamic industry policies and/or benefits currently in effect may be revised, suspended or eliminated by the CID at any time without prior notice. The Executive Director will always have a copy of the most current Manual for your reference. If you have any questions concerning the information in this Manual, please consult the Executive Director.

The CID's benefits plans are defined in legal documents such as insurance contracts, official plan texts and trust agreements. This means that if a question ever arises about the nature and extent of plan benefits or if there is conflicting language, the formal language of the plan documents govern, not the informal wording of this Manual.



## **COMMITMENT TO NONDISCRIMINATION**

### **EQUAL EMPLOYMENT OPPORTUNITY**

The CID is an equal employment opportunity employer. We ensure equal opportunity for all employees and applicants for employment. We hire, train, promote, compensate and dismiss employees without regard for race, color, national origin, ancestry, religion, sex, sexual orientation, age over 40, pregnancy, disability, marital or veteran status or citizenship, as well as other classifications protected by applicable federal, state or local laws.

Our equal employment opportunity philosophy applies to all aspects of employment with the CID including, without limitation, recruiting, hiring, training, transfer, promotion, job benefits, pay, discipline and termination.

### **HARASSMENT FREE WORKPLACE**

The CID recognizes that all employees have a right to work in an environment free of all forms of unlawful harassment including sexual harassment. Harassment against an individual on the basis of race, color, national origin, ancestry, religion, sex, sexual orientation, age over 40, pregnancy, disability, marital or veteran status or citizenship or any other classification protected by applicable federal, state or local law, is in violation of our policy and will not be tolerated.

#### **Sexual Harassment**

Sexual harassment consists of unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature whenever:

- Submission to the conduct is made either explicitly or implicitly a term or condition of an individual's employment;

- Submission to or rejection of such conduct by an individual is used as the basis for an employment decision affecting the individual; or

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment

Sexual harassment exists when members of one sex are exposed to disadvantageous terms or conditions of employment to which members of the other sex are not exposed.

Examples of sexual harassment include, but are not limited to:

- Unwelcome physical contact with sexual overtones, such as touching, patting, pinching, repeatedly "brushing" against someone or impeding the movement of another person;

- Offensive or derogatory comments such as slurs, jokes, epithets and innuendo directed at an individual because of his or her sex;

- Kidding or teasing or practical jokes directed at an individual because of his or her sex;

- Suggestive or obscene written comments in notes, letters, invitations or e-mail;

Inappropriate, repeated or unwelcome sexual flirtations, advances or propositions;  
Offensive visual contact such as staring, leering, gestures or displaying obscene objects, pictures or cartoons;  
Inappropriate or suggestive comments about another person's physical appearance or dress;  
Exchanging or offering to exchange any kind of employment benefit for a sexual concession, e.g., promising a promotion or raise in exchange for sexual favors; or  
Withdrawing or threatening the withdrawal of any kind of employment benefit for refusing to grant a sexual favor, e.g., suggesting that an individual will receive a poor performance review or be denied a raise unless he or she goes out on a date with a supervisor.

### **Other Harassment**

Harassment based on race, color, national origin, ancestry, religion, sex, sexual orientation, age over 40, pregnancy, disability, marital or veteran status, citizenship or any other classification protected by applicable federal, state or local law ("protected class status") is also in violation of our harassment policy and will not be tolerated.

Harassment is defined as verbal or physical conduct based on the individual's protected class status whenever such conduct has the purpose or effect of unreasonably interfering with the individual's work performance or creating an intimidating, hostile or offensive work environment. Harassment exists when members of a protected class are exposed to disadvantageous terms or conditions of employment based on their protected class status.

Examples of harassment based on protected class status include, but are not limited to:

Offensive comments such as slurs, jokes, epithets and innuendo directed at an individual because of his or her protected class status;  
Kidding, teasing or practical jokes directed at an individual because of his or her protected class status; or  
Offensive visual conduct such as staring, leering, gesturing or displaying offensive or inappropriate objects, pictures or cartoons.

### **Scope**

Our prohibition against harassment is designed to protect our employees from harassment in all work-related situations, including those with fellow employees or with volunteers, interns, directors, officers or members of the CID. The CID will not tolerate, condone or allow harassment, whether by fellow employees, supervisors, directors, officers, members or other non-employees who conduct business with us. We encourage the reporting of all incidents of harassment, regardless of who the offender may be, their role or the nature of the offender's relationship to the CID.

## **Reporting Procedure**

Any employee who believes he or she has been harassed should report the incident as soon as possible. Employees should first attempt to report incidents that are or may be in violation of this policy to the Executive Director. If the Executive Director is not available or if it would be unproductive or inappropriate to inform him or her, the employee should immediately inform the current Chair of the Board of Directors. Individuals should also report any incident of harassment they may observe, even if they are not the target or victim of such harassment.

Reports of harassment will be handled in the same fashion regardless of whether the complaint is made by a victim of harassment or an observer of or witness to harassment. We encourage a prompt reporting of complaints so that a rapid response and appropriate actions may be taken. A prompt report not only aids the complainant, but also helps to maintain an environment free from discrimination for all employees. A complaint does not have to be in writing; however, it is helpful if details of dates, times, places and witnesses, if any, to the incident of harassment can be provided.

Employees who have experienced conduct they believe is contrary to this policy have an obligation to take advantage of this complaint procedure.

## **Policy Against Retaliation**

The CID will not retaliate against any individual who reports harassment allegations, assists another person in making a harassment complaint or cooperates in the CID's investigation of harassment allegations. We will also not tolerate acts of retaliation by any employee or other persons affiliated with the CID.

## **Investigation**

We will promptly investigate all complaints of harassment and all employees are required to participate and cooperate in any such investigation. The CID will take reasonable efforts to maintain the confidentiality of information provided and obtained in investigations of harassment to the extent reasonable and possible under the circumstances, but cannot guarantee complete confidentiality of the information obtained.

## **Disciplinary Action**

Depending on the nature and seriousness of the offense, the CID will impose all appropriate Discipline, up to and including termination, against any individual found to have engaged in unlawful harassment or discriminatory conduct. Prior incidents of similar behavior will be taken into consideration when determining the appropriate disciplinary action. When a person not employed by the CID is found to have engaged in unlawful harassment against an employee, we will advise the person of our policy against such harassment and take such other action as is appropriate under the circumstances.

If, after a full investigation, the CID determines that the complainant's claim was not made in good faith or was frivolous, completely without merit or not bona fide, then the CID may impose Discipline upon the complainant.

### **DISABILITY ACCOMMODATION**

It is the policy of the CID to comply with the Americans with Disabilities Act (ADA) as well as all corresponding state law. We will accommodate qualified employees with a disability so that those individuals can perform the essential functions of their job, as long as such accommodation does not place an undue hardship on the CID. If an employee believes that he or she has a disability that requires a reasonable accommodation, he or she should notify the Executive Director.

## **BASIC EMPLOYEE INFORMATION**

### **EMPLOYEE DEFINITIONS**

**Full-time employee:** A full-time employee is any employee who works, on average, 30 hours or more per week for a consecutive period of 6 months. Full-time employees are eligible for CID benefits.

**Part-time employee:** A part-time employee is any employee who works, on average, less than 30 hours per week. Part-time employees are not eligible for any CID benefits.

**Exempt employee:** An exempt employee is an employee who holds an administrative, executive, professional or other exempt position as defined by the Fair Labor Standards Act (FLSA), and the guidelines specified by the U.S. Department of Labor, Employment Standards Administration, Wage and Hour Division and corresponding state statutes. Exempt employees are not eligible for overtime pay.

**Nonexempt employee:** A nonexempt employee is an employee who does not qualify as exempt, as defined by the Fair Labor Standards Act (FLSA), and the guidelines specified by the U.S. Department of Labor, Employment Standards Administration, Wage and Hour Division and corresponding state statutes. Nonexempt employees receive overtime pay for all hours worked over 40 in a workweek.

Employees will be notified of their status upon hiring, transfer and promotion.

### **USE OF NAME AND IMAGE**

The publication of information about employees is an integral part of the CID's relationship with its members. As such, the CID reserves the right to use employees' names, titles and personal images on CID websites and in social media and marketing materials, where the CID determines in good faith that such use furthers its reasonable business interests. Employees shall have no claim of appropriation of name or likeness, or any similar or related claim or complaint under federal or state law regarding use of employee names, titles and personal images.

### **PERSONNEL FILES**

The CID maintains up-to-date personnel files on all employees. It is important to keep your records updated because this information is used for benefit administration, continued insurance notices under COBRA, notification in case of emergency, etc. We respect your right to have the information on your records treated confidentially.

Contact the Executive Director if there are any changes in your:

home address;  
telephone number;

emergency contact;  
marital status;  
number of dependents; or  
military status.

You may review your personnel file by contacting the Executive Director and arranging a time to do so. Such review shall be in the presence of the Executive Director.

## **EMPLOYEE PERFORMANCE APPRAISALS**

Employee performance appraisals are an important part of the CID culture. They are designed to provide the employee feedback on the employee's performance, both for those areas of performance that are strong and those that need improvement. Performance appraisals will normally be performed near the end of the calendar year or shortly thereafter. Only employees that have been employed by the CID for more than six months will be provided a performance appraisal. At the CID's discretion, an employee may also receive a mid- year performance appraisal.

## **BACKGROUND AND CREDIT CHECKS**

The CID reserves the right to conduct background and credit checks on all prospective and current employees. Such checks, referred to as consumer reports will be obtained pursuant to the requirements of the Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681, *et seq.*

Employees must sign an authorization form and an acknowledgement that the consumer report may be used in making nondiscriminatory employment decisions, prior to the running of the report. Said form of authorization is attached to this Manual as Appendix 9.

The CID reserves the right to procure consumer reports on its applicants and employees continuously during the scope of their employment. The reports will be obtained from a consumer reporting agency and may be used to make adverse employment decisions, up to and including termination. In the event that the CID decides to take an adverse employment action, a copy of the report will be provided to the applicant or employee, along with a summary of his or her rights under the FCRA and the contact information of the credit reporting agency. The applicant or employee will have a reasonable period of time to correct any mistakes on the consumer report.

The CID will confidentially maintain and dispose of consumer reports so as to protect the privacy and the identity of all applicants and employees. The CID will not analyze consumer reports in a discriminatory fashion and will only monitor the reports for job-related qualities and in conjunction with business necessity.

## **BULLETIN BOARD**

The CID uses bulletin boards to communicate important CID information such as notices, safety rules and management memos. Each employee must read the information that is posted and will be responsible to obtain knowledge of information posted thereon. The bulletin boards are located in the kitchen. Employees may not post material on bulletin boards without approval of the Executive Director.

## **EXPECTATIONS OF EMPLOYEES**

### **ETHICAL STANDARDS**

The CID has an excellent reputation for conducting its business activities with integrity, fairness and in accordance with the highest ethical standards. As an employee you are obligated to uphold that reputation in every business activity. If you are ever in doubt whether an activity meets our ethical standards or compromises the CID's reputation, please discuss it with the Executive Director or the CID Executive Committee.

### **CONFIDENTIALITY**

Employees must honor the confidence and trust placed in them. Employees shall not disclose confidential materials and matters except as required by CID policy or local, state or federal laws and regulations. All employees must sign a Non-Disclosure, Proprietary Rights and Non-Solicitation Agreement upon hiring, a copy of which is attached in to this Manual as Appendix 3. The Non-Disclosure, Proprietary Rights and Non-Solicitation Agreement defines those matters, materials and information which are confidential.

### **DRESS CODE**

What we wear to work is a reflection of the pride we have in the CID. To favorably impress our members, the public and industry representatives, it is important for all employees to present a businesslike appearance. Appropriate personal hygiene must be exercised. Absent special circumstances and/or prior authorization by a supervisor, shorts, t-shirts, tennis shoes and flip-flops are not permitted. Employees must observe proper "business casual" attire, unless meeting with members, industry representatives, or giving other public presentations, when more formal business attire is required.

### **ABSENTEEISM AND TARDINESS**

Our office hours are 9 a.m. – 5 p.m., Monday through Friday. The CID expects employees to be at work on the days which he or she is scheduled to work and to be on time. Employees are to communicate in advance the time an employee is expected to be in the office if the employee will not be present at the regularly-scheduled time. If an employee is not in the office when expected, the employee will be deemed tardy. Employees should report all absences in advance and as soon as possible. When an absence is unforeseen and is not requested in advance for use of PTO, i.e., in circumstances that are unforeseen and uncontrollable, such as illness, an employee shall communicate to his or her supervisor at least one hour prior to his or her scheduled shift that he or she will not be present at the regularly-scheduled time. Repeated absenteeism and/or tardiness may lead to Discipline.

### **EXPENSE REIMBURSEMENT**

The CID will reimburse its employees for expenses reasonably incurred in the performance of their job with the approval of the Executive Director. The CID reserves the right to refuse such reimbursement if the expense was not, in the discretion of the CID, reasonably



necessary. For additional information on the proper procedures to follow, contact the Executive Director the CID Executive Committee.

### **PURCHASE CARD POLICY**

Upon hiring, each employee may be given the opportunity to sign a Purchasing Card Agreement, a copy of which is attached in the Appendices. All participating employees will be issued a credit card that may be used only for business purchases and only within the provisions of the Purchasing Card Agreement. The use of a purchase card is a privilege associated with an employee's employment and not a right. Consequently, the purchase card must be surrendered upon termination of employment with the CID or upon request of the CID, in its sole and absolute discretion.

### **TRAVEL POLICY**

#### **Purpose**

This Policy is in place to ensure compliance with minimum IRS requirements, to reimburse our employees for expenses incurred while traveling on behalf of the CID, and to ensure proper stewardship of CID funds. Any questions regarding this Policy should be addressed to the Executive Director.

The CID has an accountable plan, as defined by the IRS, that allows it to reimburse employees for authorized business expenses with no effect on compensation. Under this plan, the employee must:

- Have incurred travel expenses while performing services for the CID,
- Properly account for the expenses within two weeks after the end of the trip on which the expenses are paid or incurred,
- Return any excess reimbursement or allowance within a reasonable period of time. A reasonable period of time is defined as within 30 days after the expense is paid or incurred.

#### **General Guidelines**

**Expense Report Deadline & Reimbursement.** CID provided expense reports must be submitted within 2 weeks of any trip end date. All expense reports must be submitted in printed form with receipts and documentation attached. The CID will process all approved expense reports and send payment by check to the employee within two weeks from submission. If any discrepancies to this Policy are noted, the Executive Director will seek clarification which could cause delay in the reimbursement period. All support for travel costs incurred on a CID purchase card should be submitted in compliance with the process identified in this paragraph.

**Receipt Requirements.** Receipts are required for all expenditures, except for cash tips and other small incidental items for which a receipt is not given. The Executive Director has the discretion to reimburse for expenditures not supported by a receipt up to \$75 per item. Credit card statements will not be taken as a substitute for receipts. If a receipt is not provided

in compliance with this section, reimbursement for that item will not be made and notification of the adjustment will be sent via email.

**Dollar Limits.** Actual expense reimbursement will be made only for incurred costs. Except as otherwise provided in this Manual, reimbursement will be made based on actual costs, not based on published IRS per diem rates.

**Cash Advances & Purchase Cards.** Except for unusual circumstances, with approval of the Executive Director, travel cash advances will not be made. Employees should use their issued CID purchase card to make any applicable advanced travel arrangements and to pay for actual costs incurred during the trip. If an employee is not eligible for a purchase card or chooses not to participate in the purchase card program, the employee will be responsible for initial payment of trip costs and requesting the subsequent reimbursement. If a travel advance is needed in this scenario, the employee must make the request to the Executive Director and the request will be considered on a case by case basis. If a travel advance is issued, an agreement must be signed indicating the employee will return to the CID any advanced payment not used for trip costs within two weeks of trip end date.

When possible, all charges should be charged directly to the employee's assigned purchase card. Employees are responsible for obtaining and submitting receipts for all charges in compliance with this Policy. Any charges that cannot be supported by receipt must be reimbursed to the CID within 30 days.

**Traveling with Companions.** While employees are traveling to a conference or training for the CID, they may travel with companions, however, they must first notify and obtain the permission of their supervisor before making any travel arrangements. The supervisor's permission will not be unreasonably withheld. Employees are expected to attend all required meeting sessions and events without interruption from the companions. Employees must meet with their supervisor prior to the meeting to determine what sessions and events will be required for attendance. Employees will also be financially responsible for all costs incurred by the companion and the CID will neither pay for nor reimburse any costs incurred by or on behalf of the employee's travel companion.

### **Reimbursable Expenses**

**Air Transportation.** Employees are responsible for making their own air transportation arrangements, unless otherwise instructed by their supervisor. Tickets should be purchased as early as possible to take advantage of the lowest airfares and should only be made for coach/economy class seats. If employees wish to fly first class, the additional cost for this premium seating is not reimbursable, nor can it be charged to the CID issued Purchase Card. To request reimbursement in these instances, employees must incur the costs of the ticket on their own financial means and must provide the cost of economy/coach class tickets on the same day

and same flight as they purchased their premium seats to be submitted for reimbursement. Employees will be responsible for any additional costs incurred resulting from use of indirect route or stops for personal reasons. Check baggage fees are reimbursable for up to two checked bags per trip. However, overweight baggage fees are not reimbursable. In flight wi-fi fees are reimbursable if the employee uses the wi-fi to perform work while traveling.

Employees will not be reimbursed for tickets purchased using frequent flyer miles or personally earned vouchers.

**Ground Transportation.** Local transportation costs incurred for business purposes are reimbursable (e.g.- taxi, bus, rail, or limo/taxi to and from airport).

Mileage will be reimbursed at the IRS allowable rate for miles driven in a personal vehicle. Business mileage does not include the normal commute to and from work. When your business travel originates from your home, subtract your normal commute from the total miles associated with the trip. Under IRS Reg. § 1.262-1(b) (5), costs of commuting to the place of business or employment are personal expenses. You cannot be reimbursed for commuting expenses even if you work during the commuting trip.

Mileage will not be reimbursed if it exceeds the cost of coach airfare travel. To be reimbursed for mileage in these instances, a quote for air transportation must be included with the expense report and mileage will be reimbursed up to the quoted flight cost. The quote must be obtained at least 45 days prior to the travel date.

Miles driven to/from the airport are reimbursable subject to the deduction of the employees' normal commute. Airport parking and other garage fees are also reimbursable.

Gas used in a personal car is not reimbursable because the IRS rate includes this expense in the mileage reimbursement calculation. Traffic and parking violations received while traveling on behalf of the CID are not reimbursable. The CID will also not reimburse for the cost of insurance and any deductibles incurred as a result of accident or breakdown. It is the personal responsibility of the vehicle owner to carry adequate insurance coverage.

Car rental fees are reimbursable only when prior approval is obtained from the Executive Director. This approval must be obtained in writing and included with the expense report submission. In the case a rental car is approved, the collision damage waiver must be purchased. This is to ensure that you will not be liable for out of pocket expenses should an accident occur.

**Lodging.** Employees are responsible for making their own lodging arrangements, unless otherwise instructed by their supervisor. All room and tax charges are reimbursable; however, incidental expenses are not reimbursable and are outlined below. Employees must arrange for reasonably-priced, standard rooms. Premium charges to upgrade for a room are not reimbursable. The CID will not reimburse for "no show" rooms due to the employee's failure to cancel unneeded room nights. Hotel receipts which include line item expenditures and proof of

payments must be submitted with the expense/purchase card report.

**Meals.** Employees will be reimbursed for actual meal and snack costs, up to the IRS allowable per diem rate for meals based upon the destination to which the employee is traveling. Meals and snacks will only be reimbursed for one travel day each way based on the below table. Costs of meals will vary depending on geographic location and prudence should be used when incurring meal costs. If a meal is provided by a conference as part of the conference fees and the employee elects to purchase a meal independent of the conference, such meals will be considered a personal expense and will not be reimbursed. All tips should be included in the total cost of the meal and are reimbursable up to 20%.

#### **Meal Reimbursement During Travel**

<b>Trip</b>	<b>Breakfast</b>	<b>Lunch</b>	<b>Dinner</b>
One day trip	Yes, if departure from home is prior to 6:30 am	No	Yes, if departure is prior to 5:00 pm and return is after 7:00 pm
First & Last Day of a Multi-Day Trip	Yes, if departure is prior to 6:30 am. or return is after 10:00 am	Yes, if departure is prior to 11:00 am or return is after 2:00 pm	Yes, if departure is prior to 5:00 pm or return is after 7:00 pm

**Guest Entertainment.** Entertainment costs must be approved by the Executive Director in advance. Per the IRS, the expense report must include the names of the guests and the business purpose of the entertainment.

**Tips.** Tips up to twenty percent (20%) of the meal or transportation cost which are incurred while traveling on behalf of the CID are reimbursable. Tips should be reported as part of meal and transportation costs. Only tips for items not associated with meals or transportation should be reported separately on the submitted expense report (e.g.- bellhop tips).

**Telephone, Fax & Internet.** Fax costs incurred for the CID business purposes are reimbursable. Charges incurred for internet access during air transportation (e.g.- in-flight wi-fi) and hotel stays are reimbursable, if used for business purposes.

**Conference Registrations.** Employees are responsible for making their own conference registration arrangements unless otherwise instructed by their Supervisor and are reimbursable.

**Non Reimbursable Expenditures.** Certain expenses are non-reimbursable to employees traveling on behalf of the CID, which include, but are not limited to the following: personal entertainment (e.g.- movies, airline headphones, magazines, airline drinks), barber or beautician

services, minibar snacks, toiletries, clothing, air-to-ground calls, service fees related to traveler convenience, gas for personal vehicles, and traffic fines & parking violations.

## **COMPUTER AND TECHNOLOGY USE**

The CID will provide each employee with the technology equipment deemed reasonably necessary for employees to perform their assigned duties. The frequent use of computers and technology is expected of all employees to keep up with the fast-paced demands of our business. However, there are important guidelines that must be followed which govern that use:

Damage of an employee's computer or other technology equipment beyond normal wear and tear is cause for Discipline;

No software should be downloaded to CID computers or other technology equipment without prior approval of the Executive Director. Software for personal use should never be downloaded to CID equipment;

Electronic communications to members, fellow employees and other third parties must always be appropriate and professional and include the CID's approved template email signature;

Personal use of computers and other technology equipment during the workday should be limited in scope and duration; and

Excessive or inappropriate use of the internet for non-business purposes during the work day is not permitted.

All computers and technology equipment may be monitored to oversee the employee's use of company property. The CID reserves the right to access any stored information at any time and to review all information sent or received on its equipment. Employees should have no expectation that any information stored on their CID computers or equipment will be private. Additionally, all computer information and electronic communications as well as other uses of technology are considered company records and may be discoverable in a legal proceeding. Because the CID must respond to requests from the court for such information, the CID retains the right to enter into any of those systems for inspection and review of any and all data stored on employee devices.

## **USE OF SOCIAL MEDIA**

Social media is an important part of communicating with members and the public. The CID encourages the use of Instagram, Facebook, LinkedIn, Twitter and other generally recognized social media sites to promote CID events and business themes. Because of interaction with the public, members and related industry participants, employees may have the opportunity to connect or become an online "friend" with members. Social media use is therefore allowed during working hours, but should be minimal and is permitted only to the extent that it does not interfere with employees' ability to perform their necessary job functions.

Any statements made by employees and related to the CID on social media sites should keep in mind the business interests of the CID, whether they are published during working hours or on employees' own time. Care should be taken that any views expressed on

social media are not detrimental to the CID's goals. Therefore, social media use which involves harmful gossip about the CID or its employees, volunteers, interns, members, officers or shareholders or which is contrary to the CID's publicly known political positions is strictly prohibited and may constitute grounds for Discipline, up to and including termination.

### **SAFETY AND SECURITY**

The CID expects its employees to conduct themselves in a safe manner. Employees should use good judgment and common sense in matters of safety, observe any safety rules posted in various areas and follow all OSHA and state safety regulations.

The CID Offices must be locked each evening and over the weekends to help ensure the safety of our employees and office. It is the responsibility of the last employee in the building each day to lock the doors and close and lock all windows before leaving.

### **DRUG FREE WORKPLACE**

The CID has a vital interest in maintaining a safe, substance-free workplace. In our efforts to provide that safe workplace, we have a strict substance abuse policy. The CID will not tolerate any substance abuse on its premises. Any employee reporting for work under the influence of alcohol or controlled drugs will be asked to leave immediately and will be subject to Discipline, up to and including termination.

Drug tests may be required of employees in certain situations, including following a work-related accident, in connection with any workers' compensation claims, at random or when the CID has reasonable suspicion that an employee has reported to work under the influence of alcohol or illegal drugs.

Reasonable suspicion will be derived from factors such as slurred speech, glassy eyes, erratic behavior and other objective indicators of current drug or alcohol use. A test will never be based on an employee's drug or alcohol use history.

If you are on prescription drugs because of a disability and therefore may require an accommodation, you should notify your immediate supervisor or the Executive Director. Please refer to the Disability Accommodation section for more information.

All drug testing information will be kept strictly confidential and maintained in a file separate from the employee's personnel file.

### **OUTSIDE EMPLOYMENT**

The CID does not limit an employee's activities during nonworking hours unless those activities materially interfere with or are in conflict with the performance of his/her job or create a conflict of interest. Employees must notify the Executive Director or the CID Executive Board of outside employment so that a determination can be made regarding whether the outside work interferes with or is in conflict with the employee's employment with the CID.

## **POLITICAL PARTICIPATION**

The CID respects and encourages employee participation in political activities, but not on behalf of or as a representative of the CID or on CID time except where such activities are done in the scope of the employee's job function.

## **PARTICIPATION IN "MEMBER POLITICS"**

No employee shall engage or participate directly or indirectly in activities of candidates for offices in the CID, Boards or its Institutes, Societies and Councils, regardless of the individual candidate's political agenda.



## **EMPLOYEE PAY INFORMATION**

### **PAY PERIOD**

Employees will be paid at the end of each month. Employees are required to participate in direct deposit unless there are special circumstances for which they have obtained the prior written authorization from the Executive Director. There are no payroll advances.

### **PAYROLL DEDUCTIONS**

Standard deductions required by law, such as federal and state income taxes, Social Security (FICA) and unemployment insurance, as well as any deductions authorized in writing will be deducted from the employee's gross pay. The CID may be required by court order to withhold pay for any legal obligations you are liable for; such garnishments will also appear as deduction from your paycheck. Your pay stub will also show your accumulated year-to-date earnings and tax deductions. Any questions about your paycheck should be directed to the Executive Director or the CID Executive Board.

### **OVERTIME**

Pursuant to federal and state law, all nonexempt employees will be paid overtime at the rate of one and one-half times their regular rate of pay for hours worked in excess of forty hours per workweek. The CID operates on a Sunday - Saturday workweek. Employees may only work overtime with advance written authorization from the Executive Director or the CID Executive Board.

Exempt employees are not entitled to overtime wages.

Holidays, Paid Time Off, Time Off Without Pay, Jury Duty Leave and Bereavement Leave are not included in computing overtime pay. If you have any questions concerning this policy, you may ask the Executive Director.

### **WORKERS' COMPENSATION**

All injuries incurred on the job must be reported to the employee's supervisor IMMEDIATELY. Additional information, including Steps to Take When Injured on the Job, is attached in the Appendices. Please note that the employer/insurer has the right to choose the healthcare provider or treating physician. You may select a different healthcare provider or treating physician, but if you do so, it may be at your own expense.

### **UNEMPLOYMENT COMPENSATION**

Depending on the circumstances, employees may be eligible for Unemployment Compensation upon termination of employment with the CID. Eligibility for Unemployment

Compensation is determined by the Missouri Division of Employment Security, in accordance with applicable law. An Unemployment Insurance Benefits Notice to Workers provided by the Division of Employment Security is attached in the Appendices.

### **SEVERANCE PAY**

Depending on the individual circumstances, severance pay may be awarded in the sole and absolute discretion of the CID Executive Board and in exchange for a full release of all claims against the CID. No employee is entitled to severance pay upon termination.

### **PARKING**

The CID provides monthly parking for all full-time employees at the following levels:  
Director – Covered Garage Parking; Other full-time – Surface Garage or Lot Parking. Parking on the street during office hours is not permitted.

## EMPLOYEE LEAVE

### HOLIDAYS

Only Full-Time employees are eligible for holiday pay. The following paid holidays will be observed:

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

Employees may not elect financial compensation in lieu of taking time off for a holiday. If an exempt employee is requested to work on a holiday, an alternate day off will be allowed in lieu of taking the holiday. If a non-exempt employee is requested to work on a holiday, he/she will be paid at the applicable overtime rate.

Employees who do not report to work on the day prior to or the day immediately following the holiday, without prior approval, will not be paid for the holiday.

If a holiday falls on a weekend, the holiday will be observed on the closest Friday or Monday to the observed holiday.

Employees are also eligible for up to one hour of paid time to vote on each voting day.

### PAID TIME OFF

Full-time employees are eligible for Paid Time Off ("PTO"), at the accrual rates listed below. The Executive Director or the CID Executive Committee reserves the right to enter into different PTO arrangements as part of the negotiations of individual positions.

Length of Service	Hours of PTO	
	Accrued Annually	Accrual Rate
First two years	160 hours	13.33 hrs/mo
After 2 years	176 hours	14.66 hrs/mo
After 5 years	216 hours	18 hrs/mo
After 10 years	256 hours	21.33 hrs/mo

PTO may be used for vacation, personal time, illness, time off to care for a family member or for medical or dental appointments. PTO may only be used in periods of up to 5 consecutive work days, except in extenuating circumstances and with approval of the Executive Director. Except in the event of an emergency or illness, PTO must be scheduled in advance and must be approved by the employee's supervisor. In the case of unexpected illness or emergency,

employees are expected to notify their supervisor as soon as possible. Failure to so notify the CID in a timely matter is grounds for loss of this benefit.

PTO begins to accrue upon the employee's start date and may be used as it is earned, beginning after 3 months of service. PTO accrues in the amounts listed above based on the calendar year, and is credited to the employee at the end of each month. PTO may only be used as it is earned, except in the case of illness or emergency or if approval for advanced PTO is requested and granted by the employee's supervisor. In no instance may a supervisor permit an employee to take more than five days of advance PTO without prior approval by the Executive Director.

PTO is cumulative and employees may carry over up to 80 hours from one calendar year to the next. Any unused PTO in excess of the 80 hours limit as of December 31st of each year is therefore lost. Financial compensation is not provided in lieu of PTO, except in the CID's sole and absolute discretion.

If an employee's employment terminates, whether voluntarily or involuntarily, then any advanced PTO will be withheld from the employee's last check. The rate of deduction for advanced PTO will be determined by the employee's salary divided by the standard workdays per year.

The CID reserves the right to send employees home who are ill during the workday. In the event that an employee is sent home due to illness, his or her PTO will be applied.

#### **Deductions from PTO and Salary for Exempt Employees**

State and federal wage and hour laws allow the CID to deduct time from an exempt employee's PTO bank for full or partial day absences based on illness. This right enables the CID to reduce employee's accumulated time off while there is PTO available, but requires the CID to pay the employee his or her full salary for that partial or missed day of work. However, after an exempt employee's PTO has been exhausted, the CID may deduct from his or her salary an amount equivalent to one workday for any full day absence based on illness.

Pursuant to state and federal wage and hour laws, the CID also reserves the right to make appropriate deductions from exempt employees' salaries for full day absences based on personal reasons, before or after an employee's PTO is used.

If an employee feels that any improper deductions were made to his or her salary, he or she may report such complaint to his or her immediate supervisor. Upon a full investigation and determination of improper deduction, all improperly deducted funds and/or time will be re-credited to the employee.

#### **TIME OFF WITHOUT PAY**

All other time off, away from one's job and responsibility not covered by PTO – with the exception of Jury Duty and Bereavement Leaves, discussed on page 23 – must be approved by the Executive Director or the CID Executive Committee.

#### **TEMPORARY DISABILITY LEAVE**

The CID will grant a leave of absence without pay for temporary medical disabilities for a period not to exceed two weeks. Employees must use all unused PTO at the outset of their leave. After the use of all accrued PTO, any temporary disability leave granted will be unpaid.

In the case of the need for an extension of leave due to disability, please see the Disability Accommodation policy on page 6. The CID will make reasonable accommodations for its employees as long as to do so would not cause an undue hardship to the CID.

The CID requires documentation from the employee's physician certifying that he or she is unable to work. The CID also reserves the right to request documentation from the employee during the course of his or her leave, as well as at any point that the employee requests an extension of leave. When returning from disability leave, all employees must submit a physician's statement indicating fitness for duty. If this documentation is not provided or if the employee does not report to work upon the termination of her leave, the employee's employment relationship with the CID shall be considered voluntarily terminated.

During disability leave, the employee continues to accrue PTO and his or her health insurance coverage is continued. The employee remains financially responsible for any dependent premiums not covered by the CID.

### **MATERNITY LEAVE**

Employees who are pregnant and return to work after the leave period are entitled to up to a 12 week leave, in accordance with the policy regarding temporary disability above, and the FMLA Policy. Employees must use all unused PTO at the outset of their maternity leave. After the use of all accrued PTO, any maternity leave granted will be unpaid.

After 12 weeks, the employee may be eligible for flexible or adjusted scheduling, according to Flex Time policy on page 27. All requests for Flex Time will be evaluated on a case-by-case basis and will be granted at the discretion of the Executive Director and the CID Executive Committee.

Upon the date of the termination of leave, the employee is expected to provide the CID with a doctor's assurance of her fitness to return to work. If this documentation is not provided or if the employee does not report to work upon the termination of her leave, the employee's employment relationship with the CID shall be considered voluntarily terminated.

Unless to do so would be inconsistent with business necessity, employees taking maternity leave will be placed in an equivalent position as their position before taking leave.

In the case of any complications due to pregnancy, please see the Disability Accommodations policy on page 6. The CID will make reasonable accommodations for its employees as long as to do so would not cause an undue hardship to the CID.

### **MILITARY LEAVE**

An employee who is drafted for service in the armed forces is eligible for military leave of absence, pursuant to the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). A notice of "Your Rights under USERRA" is attached in the Appendices. These rights guarantee that if the employee applies within 90 days of return from service, the employee will be eligible for re-employment and will be reinstated in the same or a substantially similar position, unless he or she is no longer qualified for the position.

An employee who is a member of the Armed Forces Reserve or the National Guard and who is required to attend annual active duty for training or other short-term (2 weeks or less) reserve or Guard duty (i.e. forest fire fighting, police duty for natural disaster, etc.) is eligible for a military leave of absence. Such time off will not be considered PTO. If the employee's military pay for the training is less than his/her average CID earnings for a like period, the CID will pay the difference to the employee for a period not exceeding two weeks.

Whenever possible, employees are to give advance notice of the dates they will be on duty so that arrangements for temporary replacement can be made by the CID.

#### **JURY DUTY LEAVE**

The CID will pay the difference between the employee's regular earnings and the fee received for jury service, for a maximum period of ten days, up to eight hours per day. However, on any day or half-day that the employee is not expected to serve on the jury, they are expected to return to work. Employees should contact their supervisor promptly after receiving notification to appear.

#### **BEREAVEMENT LEAVE**

In the event of a death in the immediate family, employees may take time needed – up to three working days – with pay, to handle family affairs and attend the funeral. "Immediate family" is defined as: grandparent, father, mother, sister, brother, in-laws of the same degree, spouse or child.

An employee must notify his or her supervisor as soon as possible of the need for bereavement leave, so that arrangements for coverage can be made.

#### **FAMILY AND MEDICAL LEAVE (FMLA)**

It is the policy of the CID to provide family and medical leave in accordance with the Family and Medical Leave Act (FMLA) and state law. If your absence qualifies as FMLA leave under both state and federal laws, you will use your entitlement under each law at the same time, to the extent permitted by law. If one law's provisions provide a greater benefit, you will receive the greater benefit.

If you are not eligible for FMLA leave, exhaust your FMLA leave, or wish to take leave for a purpose that does not qualify for FMLA, you should consult the company's other leave policies

to determine if other leave might be available.

### ***Eligibility***

To be eligible for FMLA leave you must meet the requirements established for an “eligible employee” as that term is defined in the FMLA. Currently, to be eligible for FMLA leave, you must have worked at least 12 months for the company and been employed for at least 1,250 hours during the 12 months preceding the commencement of leave. If the FMLA is amended to revise the definition of “eligible employee”, the CID’s policy will reflect such amendment.

### ***Types of absences covered***

Under the FMLA, eligible employees may take up to 12 weeks of unpaid leave in the designated 12-month period for any of the following:

- For incapacity due to pregnancy, prenatal medical care, or child birth;
- To care for the your child after birth, or placement for adoption or foster care;
- To care for the your spouse, son or daughter, or parent, who has a serious health condition;
- For a serious health condition that makes you unable to perform your job;
- For any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status; or
- For a qualifying situation, as described below.

NOTE: A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an inpatient care in a medical care facility, or *continuing treatment* by a health care provider.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

### ***When to request leave***

Where leave is foreseeable, you should make a request for leave at least 30 days in advance. Foreseeable leave should be scheduled so that it does not unduly disrupt the operations of the CID. Where 30 days advance notice of the need for leave is not possible, you must provide notice as soon as practicable and generally must comply with normal call-in procedures.

If the circumstances change such that the amount of leave needed changes, you should provide notice of the change within two business days.

### ***Notifications and certifications***

When requesting leave, you must provide sufficient information to permit a determination of whether the leave may qualify for FMLA protection and the anticipated timing and duration of

the leave ("Designation Notice"). You also must indicate if the requested leave is for a reason for which FMLA leave was previously taken or certified.

***Pay during leave***

Family and medical leave absences are unpaid. The CID requires that you use any accrued PTO at the outset of the 12-week period.

***Returning to work***

You will be reinstated to the same job or an equivalent position upon completion of FMLA leave, except where denial of restoration is permitted by the FMLA. If you have exhausted all available leave and are still unable to return to work, you no longer have any job restoration rights under FMLA. However, each situation will be reviewed on a case-by-case basis to determine whether you may be eligible for rights and protections under other laws or CID policies. If the employee does not report to work upon the termination of his or her leave, the employee's employment relationship with the CID shall be considered voluntarily terminated.

***Fitness for duty***

When leave is taken for your own serious health condition, you are expected to return to work when released by a health care provider. You will need to provide a Fitness for Duty certification before returning to work if this requirement was indicated in the Designation Notice. The Fitness for Duty certification must be signed by a health care provider. If the employee does provide this documentation, the employee's employment relationship with the CID shall be considered voluntarily terminated.

**You should request FMLA when an unexpected absence exceeds ten (10) working days.**



## **INSURANCE**

### **MEDICAL, DENTAL, LIFE AND VISION INSURANCE**

Full-time employees are eligible to participate in a medical insurance plan, dental insurance plan, life insurance plan, and vision insurance plan provided by the CID. Temporary and part-time employees are not eligible under the CID's plan. Specific information regarding the CID's medical insurance plan, dental insurance plan, life insurance plan and vision insurance plan can be obtained from the plans themselves or from the Executive Director or the CID Executive Committee. The CID reserves the right to change its benefits policies or coverage at any time.

## **OTHER BENEFITS**

### **SIMPLIFIED EMPLOYEE PENSION (SEP) RETIREMENT PLAN**

Full-time employees may be eligible for discretionary contributions in each calendar year to an individual retirement account. Contributions are at the discretion of the CID Board of Directors. More specific details regarding the SEP retirement plan may be obtained from the documentation of the plan itself or from the Executive Director or the CID Executive Committee. The CID reserves the right to change its benefits policies at any time.

### **TUITION REIMBURSEMENT**

Any tuition reimbursement is at the discretion of the CID Executive Committee and will only be considered when the education enhances the job-related skills of an employee and would serve a bona fide business purpose for the CID.

### **FLEX TIME**

Flexible or adjusted scheduling may be available to certain full-time exempt employees when it is of benefit to both the employee and the CID. All requests for flex-time must be submitted in writing to the employee's immediate supervisor and will be evaluated on a case-by-case basis by the Executive Director and the CID Executive Committee. Absent written advance approval of the Executive Director, all employees must abide by the ordinary work schedule maintained in accordance with the CID's hours of operation. If flex time is provided, it will be deemed temporary and subject to withdrawal at any time in the CID's sole discretion.

## **DISCIPLINARY ACTION**

It shall be the duty of all employees to maintain high standards of conduct, cooperation and efficiency in their work for the CID. It is the duty of all employees to attempt to correct any deficiencies in their performance when called to their attention by a supervisor and to make every effort to avoid conflict with the policies and procedures outlined in this Manual.

When used in this Manual, the term "Discipline" shall mean: verbal warnings, written warnings, suspension without pay and immediate termination, as determined by the CID in its sole discretion.

### **EMPLOYEE DISCIPLINE AND TERMINATION:**

The goal of the CID is to provide clients and customers with service of the highest quality. To achieve this goal, the CID is focused on the development of a work environment in which employees give their best and most productive efforts. This requires proper employer-employee relationships, good communication with all employees, the consistent application of rules and policies, the provision of a safe and adequate work environment, adequate supplies, and the recognition of those employees whose jobs are well done.

When an infraction of the CID's rules is committed, or when an inappropriate action has become chronic, disciplinary action will be taken. Such discipline may include counseling, reprimand, suspension with or without pay, and/or immediate termination. The CID reserves the right to terminate any employee at any time. Under certain circumstances, repeated minor disciplinary infractions may result in increasingly severe punishment. Other infractions may result in immediate dismissal. Any action by an employee that constitutes criminal activity may require that management report such activity to the appropriate authorities, in addition to taking action to discipline or terminate the employee.

### **BEHAVIORAL GUIDELINES:**

In this section, we list certain disciplinary infractions as "minor," "serious," and "major." This list is for informational purposes and guidance only. Any conduct or behavior that is disruptive or damaging to the reputation or business of the CID may be grounds for disciplinary action, including termination, even if not specifically listed herein. The list contained in this section is not intended to be all inclusive.

**\*\*THE CID RESERVES THE RIGHT TO BYPASS ANY OR ALL DISCIPLINARY MEASURES AND TO EMPLOY THE TYPE OF DISCIPLINARY ACTION DEEMED APPROPRIATE TO THE CIRCUMSTANCE\*\***

The CID generally adheres to the disciplinary classifications and measures outlined in this section. However, the CID may determine that certain infractions or offenses require disciplinary action in a manner not consistent with the procedures outlined herein. Such decisions shall be made in the CID's sole discretion. Nothing herein requires the CID to

strictly adhere to the procedures outlined in this Manual. The CID may at any time and for any reason utilize any disciplinary procedure or other action which the CID deems appropriate.

A. **Minor Infractions.** The following offenses are normally considered minor disciplinary infractions, and may result in counseling, reprimand, or other disciplinary action.

1. Failure to report for duty without proper advance notice.
2. Inappropriate personal appearance and hygiene.
3. Failure to perform an assigned job in accordance with standards.
4. Unauthorized personal use of CID equipment and supplies.
5. Parking in unauthorized areas.
6. Inappropriate behavior while on CID property.
7. Excessive visiting or non-work related interruptions of other employees' work days.
8. Excessive use of phones for personal calls.
9. Any other offense which reason, morals, or common sense indicates to be wrong, and which is not in the best interest of the CID, its customers, or its staff.

B. **Serious Infractions.** The following offenses are considered serious disciplinary infractions.

1. Conduct which results in the destruction or defacement of CID property.
2. Failure to obey safety rules, and failure to use safety equipment that has been provided.
3. Smoking or having lighted material within the confines of CID buildings.
4. Failure to follow instructions.
5. Using profane or abusive language, or being discourteous to a fellow employee, client, visitor, or supervisor.
6. Being off the job without permission of the employee's supervisor.
7. Unauthorized presence in a restricted area.

8. Sleeping on the job.
9. Unauthorized solicitation or distribution of literature to other employees, clients, or visitors.
10. Any other offense which reason, morals, or common sense indicates to be seriously harmful to the CID, its customers or staff.
11. Excessive absenteeism.

C. **Major Infractions.** Major disciplinary infractions will typically result in immediate suspension or termination.

1. Disclosing confidential information.
2. Insubordination - refusal to perform the proper order of a supervisor.
3. Forging, altering, or deliberately falsifying or destroying official documents, authorizations, or permanent records.
4. Indecent or disorderly conduct, unprofessional behavior, or unethical behavior.
5. Placing personal long distance phone calls at the expense of the CID.
6. Misuse or careless handling of confidential information.
7. Possession, sale, use of, or being under the influence of, illegal substances, narcotics, or alcohol while on CID premises.
8. Jeopardizing the health or safety of customers, visitors, or employees through neglect of duty or wanton disregard for health and safety procedures and rules.
9. Assisting another employee's violation of CID policies.
10. Falsifying information on payroll records.
11. Misrepresenting a reason for being absent from work.
12. Sexual harassment, which includes but is not restricted to unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature made toward an employee, customer, visitor, or supervisor on CID property.
13. Fighting with another employee, visitor, supervisor, or customer.

14. Inappropriate behavior which results in an injury to an employee, visitor, supervisor, or customer.
15. Theft or pilfering.
16. Disregard for specific safety rules which endanger an employee, customer, visitor, or supervisor.
17. Falsification of any part of the employment record forms (including income tax withholding forms).

### **SEPARATION FROM EMPLOYMENT**

We hope to retain good employees. However, employment at the CID is for no specified time, regardless of length of service. Just as you are free to leave for any reason, we reserve the same right to end our relationship with you at any time, with or without notice, for any reason not prohibited by law.

The employee is requested to give at least two weeks of notice before voluntarily terminating employment.

Upon termination for any reason, the employee shall sign and deliver to the Executive Director the "Termination Certification" in the Appendices.

### **REVISIONS**

This Manual is intended to give you a general overview of the CID and information regarding policies and benefits. Because we operate in a dynamic industry, all policies and benefits programs currently in effect may be revised, suspended or eliminated at any time by the CID in response to business needs or changing legal requirements. The Executive Director will have a copy of the most current Manual for your reference.

**Downtown Columbia Community Improvement District**

**RECEIPT FOR PERSONNEL POLICIES MANUAL**

**AND ACKNOWLEDGMENT OF AT-WILL**

**EMPLOYMENT**

By signing this document, I acknowledge that I have read and understand the policies set out in this manual, and commit to following the policies contained therein. I also understand that any employment with the CID is on an at-will basis, and that the terms of this manual do not represent a contract or an offer to enter into a contract, or guaranteed or continued employment. I understand that the CID has the right to alter, modify, amend, or terminate any policies or benefits contained in this handbook which are not otherwise mandated by federal or state law or regulation, at any time and for any reason. I also understand that this manual supersedes all previous CID employee manuals or handbooks and related policies and procedures.

Employee Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Downtown Columbia Community Improvement District**

**COMMITMENT TO NONDISCRIMINATION AND  
HARASSMENT FREE WORKPLACE POLICY  
ACKNOWLEDGMENT**

I acknowledge that I have received and read a copy of CID policy prohibiting unlawful harassment in the workplace.

Employee Signature: \_\_ PrintName: \_\_\_\_\_

Date:



## **Downtown Columbia Community Improvement District**

### **NON-DISCLOSURE, PROPRIETARY RIGHTS AND NON-SOLICITATION AGREEMENT**

THIS AGREEMENT is between the Downtown Columbia Community Improvement District and its subsidiaries and affiliates ("CID") and \_\_\_\_\_ ("Employee").

In consideration of the CID's disclosure of Confidential Information and Trade Secrets (defined below) and such other benefits and consideration provided to Employee, including employment with the CID, the CID and Employee agree as follows:

#### **1. DEFINITIONS.**

- 1.1. "Confidential Information" means all nonpublic or proprietary business, commercial and technical information that is learned, discovered or developed by Employee in the course of employment by the CID or disclosed to Employee by the CID or a member, officer or director of the CID or any person with whom the CID conducts business. Confidential Information may include, without limitation, information relating to CID research, development, inventions, trade secrets, covered work, purchasing, accounting, suppliers, engineering, marketing, merchandising and licensing, and personnel-related information whether it is expressed orally, on paper, disk, diskette, magnetic media, optical media, monitor, screen, or any other medium or form of expression and whether or not it was provided to the CID by third parties. In addition, this information is confidential whether or not it is expressly marked "confidential" or otherwise designated or stated to be "confidential."
- 1.2. "Trade Secrets" include any matters relating to the CID's business which are not generally found within the industry in which the CID does business including, without limitation, information, knowledge or data related to products, processes, software, know how, designs, formulas, test data, consumer research, business plans, marketing strategies, including pricing strategies, techniques, specifications, compilations, programs, methods, devices, and client, customer contact lists. Trade Secrets are always Confidential Information, but not all Confidential Information is a Trade Secret.
- 1.3. "Intellectual Property Rights" means any and all (by whatever term known or designated) tangible and intangible, now known or hereafter existing (a) rights associated with works of authorship throughout the universe, including but not limited to all exclusive exploitation rights, copyrights, neighboring rights; (b) trade secret rights; (c) trademark rights; (d) patents and other industry property rights; (e) all other proprietary rights of every kind and nature throughout the universe, however designated (including without limitation, character rights, "rental" rights and rights to remuneration), whether arising by operation of law, contract, license or otherwise; (f) all registrations, applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force throughout the universe; and (g) all income, royalties, damages and payments now or hereafter due or payable to Employee with respect to any of the above, and to all causes of action (whether

in law or equity) and the right to sue, counterclaim, and recover for past, present and future infringements of the rights assigned under this Agreement as fully and entirely as the same would have been had by Employee had this Agreement and assignment not been made.

1.4. "Inventions" means ideas, inventions, discoveries, improvements, whether or not patentable, created during Employee's employment by the CID.

1.5. "Covered Work" means all Inventions and Works except Excluded Works.

1.6. "Excluded Works" means the Inventions or Works that an Employee develops entirely on the Employee's own time and without using the CID's equipment, supplies, facilities, or Trade Secrets, except for Inventions or Works that relate directly to the CID's business or result from any work the Employee performs for the CID.

1.7. "Works" means all creative work, including without limitation designs, drawings, specifications, techniques, models, processes and software, prepared or originated by Employee during Employee's employment by the CID, whether or not subject to protection under federal copyright or other law.

## 2. COMMITMENTS.

2.1. Use and Disclosure. Unless otherwise authorized in advance in writing by the CID, Employee will not use Confidential Information or Covered Works for anyone's benefit but the CID's or disclose the same to anyone or permit anyone to examine, copy, record or otherwise derive information from them unless Employee has CID's prior written permission. The limits on disclosure of Confidential Information shall not apply to information which is: (a) now, or hereafter becomes, through no act or failure to act on the part of the Employee or other person under a non-disclosure obligation, publicly known or available; (b) known to Employee prior to the time of receiving such information from the CID or a third-party with whom the CID is doing business, as shown by documentary evidence to establish such knowledge; (c) hereafter furnished to Employee by a third party, as a matter of right and without breach of any obligation owed to the CID, as shown by documentary evidence to establish such disclosure; (d) independently developed by Employee without any breach of this Agreement, as evidenced by documentary proof; or (e) the subject of a written permission to disclose provided by the CID. Confidential Information shall not lose that status by a showing that individual elements are known separately or in other contexts, and might be selected and fit together to yield some element thereof. Rather, Confidential Information shall be deemed to fall within one of the foregoing exceptions only if the entirety of the information is in the public domain or the possession of Employee.

2.2. Ownership. All Covered Works and Confidential Information which Employee shall use or prepare or come in contact with during Employee's employment or work for the CID are and shall remain the sole property of the CID. If for any reason any Covered Works or Confidential Information are deemed not to be the CID's property, Employee hereby assigns, transfers and conveys all rights Employee may have therein to the CID.

2.3. Work for Hire/Assignment of Inventions. Employee acknowledges that all Works constitute works made for hire and are the sole property of the CID and, in any case, hereby assigns, transfers and conveys to the CID all Employee's rights, titles and interests (including all Intellectual Property Rights) in the Covered Works to the CID and warrants that all Covered Works made or conceived by Employee are original and do not infringe any rights of third parties. This Agreement also shall operate as a prospective assignment to the CID of all rights Employee has or may have in any Covered Works in the future. Employee will execute whatever documents are required to perfect this assignment, on request. This Paragraph 2.3 does not apply to any invention, discovery or improvement that Employee developed or develops during the period of time Employee is employed by the CID if such invention, discovery or improvement is developed by Employee entirely on Employee's own time without using the CID's equipment, supplies, facilities, or trade secret information ("Excluded Inventions") except if it shall apply to those Excluded Inventions that either  
(a) Are related at the time of conception or reduction to practice to the CID's business, or actual or demonstrably anticipated research or development, or (b) resulted from any work performed by Employee for the CID.

2.4. Return of Property. When Employee's service to the CID ends or earlier upon the request of CID Employee will promptly return to the CID all company property, including without exception, all equipment, records, materials, drawings, documents or other tangible data.

2.5. No Reverse Engineering. Employee will not reverse engineer, disassemble, decompile, or make derivative works any part of the software/hardware provided to it by the CID or assist third parties in so doing.

2.6. Duration. All provisions of this Agreement relating to the rights and obligations of the parties regarding Confidential Information disclosed during the term of this Agreement along with all related remedies for breach thereof shall survive the termination of Employee's employment with the CID for a period of five (5) years from the date of such termination unless the Confidential Information is a Trade Secret under applicable law. For such Trade Secrets, Employee's obligations shall run as long as the Confidential Information remains a Trade Secret. The period in which the obligations remain in effect shall be extended day-for-day for any period in which Employee is in breach of this Agreement.

2.7. No License. Employee understands that, during Employee's employment by the CID, Employee may have access to information that does not meet the definition of Confidential Information, but is nevertheless protected from unauthorized use by copyright, patent, and other laws. Employee acknowledges that the fact that any such information is not Confidential Information as defined herein does not give Employee any right or license to use such information or forgo the other protections available to the CID for such information under statute or common law.

### 3. NON-SOLICITATION/NON-HIRE/NON-INTERFERENCE.

3.1. Restrictive Covenant. Because solicitation of the CID's employees, contractors and vendors would necessarily involve the use or disclosure of Confidential Information, as well as call

upon the knowledge and experience Employee acquired while working for the CID, during the time Employee is employed by the CID and for one (1) year after Employee's employment with the CID ends (the "Restriction Period"), regardless of the reason it ends, Employee will not directly or indirectly: (a) induce, influence or attempt to induce or influence any person employed by, or providing services to the CID to leave or terminate such employment or business relationship with the CID or to work for any person or entity other than the CID; (b) hire or engage any person who was an employee or contractor of the CID at any time during the twelve (12) month period prior to such hiring or engagement; or (c) solicit business from clients or contractors of the CID. For purposes of illustration only, among other things, Employee agrees not to do any of the following: (a) disclose to any third party the names, backgrounds or qualifications of any the CID employees or contractors or otherwise identify them as potential candidates for employment; (b) personally or through any other person approach, recruit or otherwise solicit employees or contractors of the CID to work for any other employer; or (c) participate in any pre-employment interviews with any person who was employed by or contracted with the CID during the term of this Agreement.

- 3.2. Reasonableness of Restrictions. Employee expressly agrees that the applicable duration, scope and nature of the covenants set forth in this Agreement are reasonable, and that the duration and scope specified in this Agreement designate the fair, appropriate, minimum and reasonable duration and scope necessary to protect the CID 's legitimate business interests. Employee acknowledges that they do not unreasonably interfere with Employee's ability to earn a livelihood during the Restriction Period.

#### 4. OTHER MATTERS.

- 4.1. Equitable and Legal Relief. Violation of Employee's commitments in this Agreement will cause irreparable injury to the CID. Payment of money alone would not cure the harm this violation would cause. If Employee breaks or threatens to break Employee's promises under this Agreement, the CID has the right to secure injunctions and orders (including temporary restraining orders) to stop Employee from breaching this Agreement without the requirement of posting a bond. The CID is also entitled to any other rights or remedies it may have. These include, among others, the right to require Employee to account, and pay the CID, for any benefit Employee received as a result of Employee's failure to abide by Employee's promises in this Agreement.
- 4.2. Jurisdiction and Governing Law. Any action brought between the CID and Employee may be brought only in the Circuit Court of Boone County, Boone County, Missouri. Employee and the CID each consents to jurisdiction in that location and acknowledges that this Agreement shall be governed by the laws of the State of Missouri.
- 4.3. Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable, the remaining provisions shall remain unaffected. If practical, an unenforceable provision shall be replaced by a new legally valid one having the most similar economic and/or legal effect.
- 4.4. Successors and Assignment and Survival. This Agreement includes Employee's heirs, executors, administrators or other representative, and benefits also the CID's successors and assigns.

Except as this Agreement otherwise provides, Employee's commitments here shall survive the termination of Employee's employment to contract with the CID and may be released only by language expressly referencing this Agreement by title and effective date.

- 4.5. Non-waiver. A waiver of one or more breaches of any clause of this Agreement shall not act to waive any other breach, whether of the same or different clauses.
- 4.6. Changes. No subsequent change in Employee's duties or compensation will lessen the validity or scope of this Agreement.
- 4.7. Attorneys Fees. If either party brings an action arising out of or relating to this Agreement or the transactions contemplated hereby, the party who substantially prevails shall be entitled to recover the costs it incurred in bringing or defending that action and any appeal of that action, including but not limited to reasonable attorneys fees, in addition to any other relief to which that party may be entitled.
- 4.8. Understanding. Employee acknowledges that Employee has read this Agreement, has had an opportunity to have it explained to Employee, understands its provisions and has received an exact copy of it for Employee's records. Employee further acknowledges and agrees that the above restrictions and protections are necessary to protect the CID's property and interests.

THE CID:

EMPLOYEE:

By: -----

----

Print Name: Anne K. Essing

Director

Date: -----

\_\_\_\_\_

Print Name: ----- Title: Executive

Date: -----

**Downtown Columbia Community Improvement District**  
**Purchasing Card Agreement**

I, \_\_\_\_\_, hereby acknowledge receipt of a CID Purchasing Card (P-Card) which corresponds to the card number in the table below. I have verified the information displayed on the P-Card and attest to its accuracy. In consideration of the right to participate in the P-Card program and make financial commitments on behalf of the CID, I hereby agree to the following:

1. Use for the Benefit of the CID. I will enter into all financial commitments with the benefit of the CID in mind and will strive to obtain the best value possible when making purchases.

2. Business Expenses Only. I will use the P-Card only for actual and necessary business expenses of the CID which I am authorized to make, and not for personal purchases or purchases unrelated to CID business.

3. Restricted to Individual Use. I am the only individual entitled to use the CID P-Card issued to me, and I will therefore not permit any other individual to use my P-Card, for either business-related purchases or personal purchases.

4. Limits. In using the P-Card, I will not exceed the following limits without prior written authorization:

Single Purchase	\$
Limit: Billing Cycle	\$
Limit: Credit Limit:	Amount set forth in table below (Varies by P-Card)

5. Restrictions. I will comply with all restrictions set forth in the table below.

6. Prior Authorization. In the event that an actual and necessary business expense of the CID will exceed one or more of the limits set forth herein, or will violate the restrictions placed on use of the P-Card by this Agreement or by my manager's verbal instructions, I will obtain written authorization (email acceptable) prior to the date of the transaction, and will not incur said expense without said prior written authorization.

7. Lost/Stolen/Misplaced P-Card. In the event that the P-Card is lost, stolen, or misplaced, I will immediately notify VISA at 1-800-847-2911 and the CID P-Card Program Administrator. If I fail to notify either of these parties of the loss, theft, or misplacement of the P-Card, I will be personally responsible for any fraudulent or unauthorized use resulting from the loss.

8. Record-Keeping. I acknowledge that I am responsible for reconciling P-Card transactions and for signing off on all applicable statements and reports. My signature on the statements and reports indicates that all transactions therein are legitimate and that I followed all

## Downtown Columbia Community Improvement District

applicable policies. I will also attach the required supporting documentation, including approvals, to the statement or report.

9. Monitoring. I understand that the CID P-Card Program Administrator and his or her designees and agents will monitor my P-Card activity.

10. Misuse of P-Card. In the event that I misuse or permit the misuse of the P-Card, according to the policies and procedures set forth herein, I will reimburse the CID within fourteen days (14) for all incurred charges which violate the provisions of this Agreement as well as all fees related to the collection of those charges.

II. Deduction of Personal or Unauthorized Charges. I hereby authorize the CID to deduct any personal or unauthorized charges from my paycheck subject to any limits by state and federal law. Following termination of my employment, I will continue to be financially responsible for the repayment of all said personal and unauthorized charges.

12. Grounds for Discipline. Any failure to abide by the policies and procedures set forth herein may result in the revocation of my P-Card and/or other disciplinary action by the CID up to and including termination of my employment. The CID also reserves the right to report any intentional misuse, or criminal or fraudulent behavior to state or local authorities.

13. Surrender Upon Termination. I will surrender the P-Card immediately upon my transfer, retirement, or any termination of my employment. I understand that use of the P-Card after any of these events is strictly prohibited.

14. Surrender Upon Request. The CID reserves the right to terminate my right to use the P-Card at any time and for any reason in its sole and absolute discretion and I will surrender the P-Card immediately upon such request. I understand that use of the P-Card after this withdrawal of privileges is strictly prohibited.

<b>Card Number Issued</b>	
<b>Original Credit Limit</b>	
<b>Card Restrictions</b> (in addition to those set forth in this Agreement)	All merchants except cash access, liquor stores, pawn shops, dating and escort services, and massage parlors

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive Director Signature

\_\_\_\_\_  
Date

## **REEMPLOYMENT RIGHTS**

You have the right to be reemployed in your civilian job if you leave that job to perform service in the uniformed service and:

- \* you ensure that your employer receives advance written or verbal

\*

\*

\*

## **HEALTH INSURANCE PROTECTION**

- 1< If you leave your job to perform military service, you have the right to elect to continue your existing employer-based health plan coverage for you and your dependents for up to 24 months while in the military.

notice of your service;  
you have five years or less of cumulative service in the uniformed services while with that particular employer;  
you return to work or apply for reemployment in a timely manner after conclusion of service; and  
you have not been separated from service with a disqualifying discharge or under other than honorable conditions.

If you are eligible to be reemployed, you must be restored to the job and benefits you would have attained if you had not been absent due to military service or, in some cases, a comparable job.

## **RIGHT TO BE FREE FROM DISCRIMINATION AND RETALIATION**

If you:

- 1< are a past or present member of the uniformed service; 1< have applied for membership in the uniformed service; or 1< are obligated to serve in the uniformed service;

then an employer may not deny you:

- \*  
1< employment;  
reemployment;  
retention in  
employment;  
promotion; or  
1< any benefit of employment

\*

\*

\*





# YOUR RIGHTS UNDER USERRA

## THE UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT

USERRA protects the job rights of individuals who voluntarily or involuntarily leave employment positions to undertake military service or certain types of service in the National Disaster Medical System. USERRA also prohibits employers from discriminating against past and present members of the uniformed services, and applicants to the uniformed services.

For information on USERRA, contact VETS at 1-866-4-USA-DOL or visit its website at <http://www.dol.gov/vets>. An interactive online USERRA Advisor can be viewed at <http://www.dol.gov/elaws/userra.htm>.

\*

If you file a complaint with VETS and VETS is unable to resolve it, you may request that your case be referred to the Department of Justice or the Office of Special Counsel, as applicable, for representation.

*tr* You may also bypass the VETS process and bring a CMI action against an employer for violations of USERRA.

because of this status.

In addition, an employer may not retaliate against anyone assisting in the enforcement of USERRA rights, including testifying or making a statement in connection with a proceeding under USERRA, even if that person has no service connection.

The rights listed here may vary dependant on the circumstances. The text of this notice was prepared by VETS, and may be viewed on the internet at this address: <http://www.dol.gov/vets/programs/userra/poster.htm>. Federal law requires employers to notify employees of their rights under USERRA, and employers may meet this requirement by displaying the text of this notice where they customarily place notices for employees.



U.S. Department of  
Labor 1-866-  
487-2365



U.S. Department of Justice



Office of Special Counsel



1-800-336-4590

Publication Date-October 2008

Unemployment insurance (UI) benefits are provided under the Missouri Employment Security Law for workers who become totally or partially unemployed, if they meet the eligibility requirements of the law.

No deductions are made from employees' paychecks for this insurance. The employer pays the tax in Missouri.

Visit the Division of Employment Security's website at [www.mocclaim.mo.gov](http://www.mocclaim.mo.gov) for additional information concerning UI, to file your initial or renewed claim, and to file weekly certifications. The website is available 24 hours a day, seven days a week.

You may call a Regional Claims Center for assistance Monday through Friday, 8 a.m. to 5 p.m.

**Local numbers are:**

**Jefferson City: 573-751-9040**

**Kansas City: 816-889-3101**

**Springfield: 417-895-6851**

**St. Louis: 314-340-4950**

**If you are outside the above local calling areas: 800-320-2519**



**DIVISION OF  
EMPLOYMENT SECURITY**

**NT SECURITY**  
P.O. Box 59

progra  
s are a le upon  
disabil

Johnson City, MO 66104-0059

MODES-B-2 (07-13) AI  
U.I.Prg.



# DIVISION OF WORKERS' COMPENSA TION

Missouri Division of Workers' Compensation  
P.O. Box 58, Jefferson City, MO  
65102 573-751-4231

Insurance Company, Third Party Administrator,  
Service Company, or  
Designated Individual If Self-Insured

## EMPLOYEE INFORMATION-----<Name

The Missouri Division of Workers' Compensation (DWC) administers programs for workers who have been injured on the job or exposed to an occupational disease arising out of and in the course of employment. The Division's Administrative Law Judges have the authority to approve settlements or issue awards after a hearing relating to an injured employee's entitlement to benefits.

;Address-----

' Phone

## Steps to Take When Injured on the Job

1. Notify your employer immediately (written notice must be provided within 30 days of the injury/or 30 days when reasonably aware of the work-relatedness of occupational illness or disease) by contacting

employer representative

phone number

*\*Failure to do so may jeopardize your ability to receive benefits*

2. Seek medical attention (your employer/insurer is responsible for providing medical treatment and paying the medical fees and charges unless you choose to treat with another doctor at your own expense without your employer/insurer's approval).
3. Get more information about the benefits available under the Workers' Compensation Program or about the steps you may take to get the benefits you need.

Visit [www.labor.mo.gov/DWC](http://www.labor.mo.gov/DWC) or call 800-775-COMP.

## Benefits for Injured Employees

### Medical

#### Care:

The employer or insurer is required to provide medical treatment and care to cure and relieve the effects of the injury. This includes all costs for authorized medical treatment, prescriptions, and medical devices. There is no

deductible, and all costs are paid by the employer or its workers' compensation insurance company. If you receive a bill, contact your employer or the insurance company immediately. The employer/insurer has the right to choose the healthcare provider or treating physician. You may select a different healthcare provider or treating physician, but if you do so, it may be at your own expense.

#### Payment for Lost Wages:

- If a doctor says you are unable to work due to your injuries or recovery from a surgery, you may be entitled to temporary total disability (TTD) benefits. If a doctor says that you can perform light or modified duty work and your employer offers you such work, you may not be eligible for TTD benefits. TTD benefits should be continued until the doctor says you can return to work, or when your treatment is concluded because your condition has reached "maximum medical improvement," whichever occurs first.
- If you return to light or modified duty at less than full pay, you may be entitled to temporary partial disability benefits.

#### Permanent

#### Disability

#### Benefits:

~~If the injury or illness results in a permanent disability, you may be entitled to receive either permanent partial or permanent total disability benefits.~~

#### Survivor Benefits:

1. If an employee dies on the job, the surviving dependents may receive weekly death benefits paid at 66 2/3% of the deceased employee's average weekly wage along with funeral expenses up to \$5,000 from the employer/

insurer. For additional information relating to survivor's benefits, including college scholarship opportunities for surviving children, please visit [www.labor.mo.gov/DWC](http://www.labor.mo.gov/DWC).

*Missouri Division of Workers' Compensation is an equal opportunity employer/program.  
Auxiliary aids and services are available upon request to individuals with disabilities.*

# Workers' Compensation Law

## Roles and Responsibilities for Employers and Employees

### EMPLOYER INFORMATION

With some exceptions, all employers with five or more employees, and construction industry employers with one or more employees, are required to insure their workers' compensation liability, either by purchasing a policy or obtaining self-insurance authority. Workers' compensation insurance provides benefits to workers injured on the job. Employers also are required to post this notice in the workplace for employees to view. This poster is required by section 287.127, RSMo, and is available to employers and insurers free of charge by contacting the Division at 800-775-Comp.

#### Steps to Take When an Injury Occurs

1. Be sure first aid is administered and the employee is taken to a physician or hospital for further medical care, if necessary.
2. Report the injury to the insurance company or Third Party Administrator (TPA) within five days of the date of injury or within five days of the date on which the injury was reported to the employer by the employee, whichever is later. The insurer, TPA, or admitted self-insurer is responsible for filing a First Report of Injury with the Division of Workers' Compensation within 30 days of knowledge of the injury.
3. Pay medical bills related to the work injury to cure and relieve the employee of the effects of the injury. This includes all costs for authorized medical treatment, prescriptions, and medical devices. The employer has the right to choose the healthcare provider or treating physician. (The employee may select a different healthcare provider or treating physician, but if the employee does so, it may be at his/her own expense.)
4. For more liability and insurance information relating to the Workers' Compensation Program, visit [www.labor.mo.gov/IDWC](http://www.labor.mo.gov/IDWC) or call 800-775-COMP.

### Workers' Safety

Developing and implementing a comprehensive safety and health program can reduce occupational injuries and help lower workers' compensation costs. Insurance carriers in the state of Missouri must provide safety assistance at the request of the insured employer. The Missouri Department of Labor evaluates these services and provides additional assistance through its Missouri Workers' Safety Program.

Visit [www.labor.mo.gov/MWSP](http://www.labor.mo.gov/MWSP) or call 573-751-4231 for more information about these programs or for a registry of independent consultants who are certified in the state of Missouri to provide safety assistance.

### Fraud/Noncompliance

**Employee Fraud** - knowingly making a claim for workers' compensation benefits to which an employee knows he/she is not entitled or knowingly presenting multiple claims for the same occurrence with intent to defraud is a class D felony, punishable by a fine of up to \$10,000, or double the value of the fraud, whichever is greater. A subsequent violation is a class C felony.

**Employer Fraud** - knowingly misrepresenting an employee's job classification to obtain insurance at less than the proper rate is a class A misdemeanor. A subsequent violation is a class D felony. An employer who knowingly

makes a false or fraudulent statement regarding an employee's entitlement to benefits to discourage the worker from making a legitimate claim or who knowingly makes a false or fraudulent material statement or material

representation to deny benefits to a worker is guilty of a class A misdemeanor punishable by a fine of up to \$10,000.

A subsequent violation is a class C felony.

**Insurer Fraud** - knowingly and intentionally refusing to comply with workers' compensation obligations to which an insurance company or self-insurer knows an employee is entitled is a class D felony, punishable by a fine of up to \$10,000 or double the value of the fraud, whichever is greater. A subsequent violation is a class C felony.

**Employer Noncompliance** - knowingly failing to insure workers' compensation liability under the law is a class A misdemeanor punishable by a fine of up to three times the annual premium the employer would have paid had it been insured or up to \$50,000, whichever is greater. A subsequent violation is a class D felony. An employer who willfully fails to post the notice of workers' compensation at the workplace is guilty of a class A misdemeanor.

I punishable by a fine of \$50 to \$1,000 or by imprisonment or both fine and imprisonment.

J  
WC-106 (02-14) AI

# EMPLOYEE RIGHTS UNDER THE FAIR LABOR STANDARDS ACT

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THE UNITED STATES DEPARTMENT OF LABOR WAGE AND  
HOUR DIVISION

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FEDERAL MINIMUM WAGE  
**\$7.25** PER HOUR

BEGINNING JULY 24, 2009

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**OVERTIME PAY** At least 1½ times your regular rate of pay for all hours worked over 40 in a workweek.

**CHILD LABOR** An employee must be at least 16 years old to work in most non-farm jobs and at least 18 to work in non-farm jobs declared hazardous by the Secretary of Labor.

Youths 14 and 15 years old may work outside school hours in various non-manufacturing, non-mining, non-hazardous jobs under the following conditions:

*No more than*

- 3 hours on a school day or 18 hours in a school week;
- 8 hours on a non-school day or 40 hours in a non-school week.

Also, work may not begin before 7 a.m. or end after 7 p.m., except from June 1 through Labor Day, when

evening hours are extended to 9 p.m. Different rules apply in agricultural employment.

**TIP CREDIT** Employers of "tipped employees" must pay a cash wage of at least \$2.13 per hour if they claim a tip credit against their minimum wage obligation. If an employee's tips combined with the employer's cash wage of at least \$2.13 per hour do not equal the minimum hourly wage, the employer must make up the difference. Certain other conditions must also be met.

**ENFORCEMENT** The Department of Labor may recover back wages either administratively or through court action, for the employees that have been underpaid in violation of the law. Violations may result in civil or criminal action.

Employers may be assessed civil money penalties of up to \$1,100 for each willful or repeated violation of the minimum wage or overtime pay provisions of the law and up to \$11,000 for each employee who is the subject of a violation of the Act's child labor provisions. In addition, a civil money penalty of up to \$50,000

may be assessed for each child labor violation that causes the death or serious injury of any minor employee, and such assessments may be doubled, up to \$100,000, when the violations are determined to be willful or repeated. The law also prohibits discriminating against or discharging workers who file a complaint or participate in any proceeding under the Act.

**ADDITIONAL  
INFORMATION**

Certain occupations and establishments are exempt from the minimum wage and/or overtime pay provisions.

- Special provisions apply to workers in American Samoa and the Commonwealth of the Northern Mariana Islands.
- Some state laws provide greater employee protections; employers must comply with both.
- The law requires employers to display this poster where employees can readily see it.
- Employees under 20 years of age may be paid \$4.26 per hour during their first 90 consecutive calendar days of employment with an employer.
- Certain full-time students, student learners, apprentices, and workers with disabilities may be paid less



than  
the minimum  
wage under  
special  
certificates  
issued by the  
Department of  
Labor.

**AGE**

(1-866-487-9243) TTY: 1-877-889-5627

U.S. Wage and Hour Division

**WWW.WAGEHOUR.DOL.GOV**

U.S. Department of Labor | Wage and Hour Division

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**1-866-4-USW**



VJHD Publication 1088 (Revised July 2009)



Missouri Department of Labor and Industrial Relations  
**DIVISION OF LABOR STANDARDS**

[www.labor.mo.gov/DLS/mjnjmymwage](http://www.labor.mo.gov/DLS/mjnjmymwage)

# Missouri Minimum Wage

# \$7.50

**In Effect for 2014**

Missouri's current minimum wage rate is \$7.50 per hour. All businesses are required to pay at minimum, the \$7.50 per hour rate, except retail and service businesses whose annual gross sales are less than \$500,000. There also are certain classes of employees under the definition of "employee" in Section 290.500(3), RSMo, and pertaining to agriculture in Section 290.507, RSMo, to which Missouri's law does not apply.

In addition, overtime compensation must also be paid at a rate not less than one and one-half times a covered employee's regular rate for all hours worked over 40 in a workweek.

The minimum wage rate may increase or decrease on January 1, 2015, if the cost of living as measured by the Consumer Price Index (CPI) rises or falls (see Section 290.502, RSMo). Missouri law does not allow the state's minimum wage rate to be lower than the federal minimum wage rate.

The Missouri Minimum Wage Law does not apply

to exempt employees/employers, and does not supersede more favorable laws or interfere with collective bargaining agreement rights.

## Tipped Employees

Compensation for tipped employees must total at least \$7.50 per hour. Employers of tipped employees are required to pay tipped employees at least 50 percent of the minimum wage, or \$3.75 per hour. Employers of tipped employees must pay more than half of the minimum wage to tipped employees if it is necessary to bring the employee's total compensation up to \$7.50 per hour.

## Records to be kept and retention period

Employers must keep a record of the name, address, and job description of each employee, the rate of pay, the amount paid each period, and the number of hours worked each day and each workweek (see Section 290.520, RSMo). These records must be kept for a period of not less than three years. The records shall be open for inspection by the Missouri Division of Labor Standards.

## Penalties

Any employer who hinders the Division of Labor Standards' performance of duties in the enforcement of the law by any of the acts listed in Section 290.525, RSMo, is guilty of a class C misdemeanor.

An employee may bring any legal action necessary to collect wages owed. An employer who pays an employee wages less than what is due under the law shall be liable for the full amount of the wage rate and an additional equal amount as liquidated damages, less any amount actually paid, and for costs and such reasonable attorney fees as may be allowed by the court or jury (see Section 290.527, RSMo).

## Complaints

A Minimum Wage complaint form can be filed by visiting [www.labor.mo.gov/forms/minimum\\_wage\\_form.asp](http://www.labor.mo.gov/forms/minimum_wage_form.asp). The form may also be printed and be sent to the Division using the contact information below. Once the investigation is complete, the employer and employee will be informed of the findings.

Standards  
P.O. Box 449, Jefferson City, MO  
65102 Phone: 573-751-3403 Fax:  
573-751-3721  
E-mail: [minimumwage@labor.mo.gov](mailto:minimumwage@labor.mo.gov)  
Website: [www.labor.mo.gov/LS/minimumwage](http://www.labor.mo.gov/LS/minimumwage)

*Missouri Department of Labor  
and Industrial Relations is an  
equal opportunity employer/program.*

I.S-52 (01-14) AI

**Downtown Columbia Community Improvement District**  
**Columbia, MO**

**BACKGROUND CHECK (INVESTIGATIVE CONSUMER REPORT)**  
**DISCLOSURE NOTICE AND AUTHORIZATION FORM**

The CID reserves the right to obtain investigative consumer reports regarding its employees. These reports may be obtained in connection with an applicant's application for employment, an employee's continued employment, and/or in connection with an employee's chance for advancement with the CID.

By signing below, I acknowledge that I have been advised and that I hereby consent and authorize the CID and its agents to obtain a consumer report from a third party consumer reporting agency at any time during the application process and/or during my employment. I acknowledge that the scope of the consumer report may include, but shall not be limited to, a criminal record check as authorized by Missouri law, court records, employment and education verifications, driving records, vehicle registration, credit score, social security information, workers' compensation history, bankruptcy information, verification of character references, property ownership records, state licensing, drug test records, and sex offender information. I do hereby consent and authorize the CID to use any information provided on the remainder of this form or during the application process in obtaining the consumer report. I have been informed that I have the right to review and challenge any negative information resulting from the consumer report that might adversely affect a decision to offer or continue employment, or to make decisions about employment advancement.

My signature below also indicates that I agree to release, indemnify, and hold harmless the CID and any consumer reporting agency used by the CID with regard to any information reported by the consumer reporting agency. I understand that I am to be provided the name, address, and telephone number of the consumer reporting agency and that, should any employment decision be made based in whole or in part on the information contained in the consumer report, the nature and scope of the consumer report will be disclosed to me.

I acknowledge that facsimile, copy, or email of this document shall have the same validity, force, and effect as the original.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

For purposes of the consumer report, please list below all cities, counties, and states of residence since the age of 18.

City: _____	County: _____	State: _____
City: _____	County: _____	State: _____
City: _____	County: _____	State: _____
City: _____	County: _____	State: _____
City: _____	County: _____	State: _____
City: _____	County: _____	State: _____
City: _____	County: _____	State: _____

I, \_\_\_\_\_, hereby certify that all information provided in this background check disclosure notice and authorization form is true, correct, and complete. I understand that incorrect or incomplete information may be grounds for termination of employment or cancellation of any and all offers of employment or employment advancement from the CID.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **Downtown Columbia Community Improvement District**

### **TERMINATION CERTIFICATION**

This is to certify that I do not have in my possession nor have I failed to return, any **documents, data, customer lists, customer records, sales records, or copies of them, or other documents or materials, equipment or other property** belonging to the CID, its **successors and assigns**.

I further agree that in compliance with the Employee Proprietary Information Agreement, I will preserve as confidential all Trade Secrets (as that term is defined in the Non-Disclosure, Proprietary Rights and Non-Solicitation Agreement entered into between myself and the CID), Confidential Information (as that term is defined in the Non-Disclosure, Proprietary Rights and Non-Solicitation Agreement entered into between myself and the CID), knowledge, data or other information relating to products, processes, know-how, designs, formulas, test data, customer lists or other subject matter pertaining to any business of the the CID or any of its clients, customers, consultants, licensees or affiliates.

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Dated

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Signature