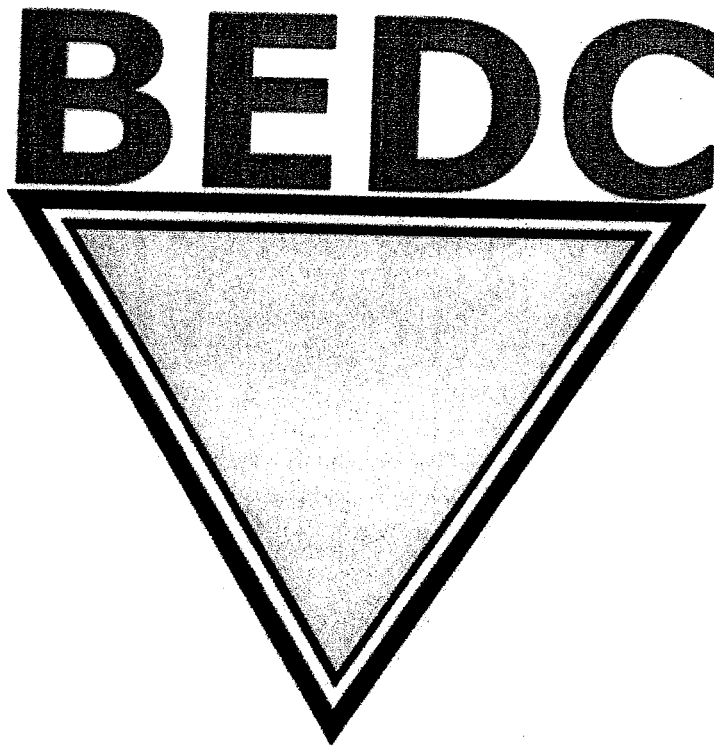


Borger Economic Development Corporation



Employee Policy Manual

Revised: January, 2007



WELCOME TO THE BORGER ECONOMIC DEVELOPMENT CORPORATION

As a new employee, let me be the first to welcome you to the Borger Economic Development Corporation (BEDC). We are glad you have chosen to share your knowledge and expertise with us. This employee manual is intended to provide you with protocols and procedures in regards to completing daily responsibilities. The manual is not a contract, rather a guide for common occurrences in the workplace, i.e. vacations, evaluations, etc. If at any time you should require clarification of a subject please do not hesitate to speak with me.

One of the first areas to familiarize yourself with is our vision and mission statements:

Vision Statement

Our vision is to create a vibrant community through a diversified economic base. We will serve as the conduit for economic growth and development of our community.

Mission Statement

Our mission is to be the economic growth engine for Borger, Texas. We will accomplish this through the retention and expansion of local businesses, the recruitment of outside businesses, and encouragement of community growth through tourism and cultural activities.

Additionally, the BEDC publishes a yearly strategic plan that you will be required to have knowledge.

This is a very exciting time for Borger and we look forward to your contributions as a new employee!

Best regards,

Mr. Dan Redd
Chief Executive Officer
Borger Economic Development Corporation

Revised: January, 2007

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FUNCTIONS OF THIS MANUAL

This Employee Manual is an outline of the basic personnel policies, practices, and procedures of the Borger Economic Development Corporation (otherwise known as the BEDC). It contains general statements of BEDC policy and it should not be read as including the fine details of each policy, nor as forming an express or implied contract or promise that the policies discussed in it will be applied in all cases. The manual is not intended to alter the employment-at-will relationship in any way. The BEDC may add to the policies contained herein the manual or revoke or modify them from time to time. Every attempt will be made to keep the manual current; however, there may be times when policy will change before this material can be revised.

EMPLOYMENT-AT-WILL

It is the policy of the BEDC that all employees who do not have a separate, individual employment contract with the BEDC for a specific, fixed term of employment are employed at the will of the BEDC for an indefinite period. Employees may resign from the BEDC at any time, for any reason, or may be terminated by the BEDC at any time, for any reason, and with or without notice. All resignations/terminations must be in written form.

1. Employees who do not have a separate, individual written employment contract are employed at the will of the BEDC and are subject to termination at any time, for any reason, with or without cause or notice. At the same time, such employees may terminate their employment at any time for any reason.
2. Supervisory and management personnel shall not make any representations to employees or applicants concerning the terms or conditions of employment with the BEDC which are not consistent with BEDC policies.
3. Nothing in this manual shall create an express or implied contract of employment for neither a definite period nor an express or implied contract concerning any terms or conditions of employment. Completion of a probationary period (60 days) or conferral of regular status shall not change an employee's status as an employee-at-will or in any way restrict the BEDC's right to terminate such an employee or change his/her terms or conditions of employment.
4. Nothing contained in this manual, employee handbooks, employment applications, BEDC memorandums, or other materials provided to employees in connection with their employment shall require the BEDC to have "just cause" to terminate that employee or otherwise restrict the BEDC's right to terminate an employee at any time or for any reason. Statements of specific grounds for termination set forth in this manual or elsewhere are not all-inclusive and are not intended to restrict the BEDC'S right to terminate at-will.

EQUAL EMPLOYMENT OPPORTUNITY

The BEDC is committed to an effective equal employment opportunity program in which all applicants will be afforded equal opportunities to be employed, and all employees will receive fair and equitable consideration in all aspects of personnel administration.

1. Discrimination against any person in recruitment, examination, appointment, training, promotion, retention, discipline, or in any other aspect of personnel administration is prohibited because of race, sex, color, national origin, religious opinions or affiliations, age and/or handicap. Age, sex or physical requirements must have been demonstrated to be bona fide occupational qualifications prior to use as selection criteria.
2. Any employee who feels discriminated against may file a complaint in accordance with appropriate State and Federal authorities.

SEXUAL HARASSMENT

The Borger Economic Development Corporation is committed to establishing and maintaining a work environment free from discrimination, coercion, or harassment. The BEDC strictly prohibits unlawful harassment based upon race, color, religion, sex, national origin, age, disability, or Vietnam veteran status. Any infraction of this policy will be a serious violation and will result in disciplinary action, up to and including termination.

Sexual harassment in the workplace is prohibited and is illegal as defined by BEDC policy. Sexual harassment is harassment directed solely at members of one sex and includes, but is not limited to, making unwanted sexual advances; unwanted verbal, physical, or visual conduct of a sexual nature; and requests for favors where either, explicitly or implicitly:

- Submission to such conduct is made a condition of employment; or
- Submission to or rejection of such conduct by an individual influences employment decisions affecting such individual; or
- Such conduct intentionally and substantially interferes with an individual's work performance or creates an intimidating, hostile, or offensive working environment.

This policy prohibits any type of sexual harassment – verbal, physical, or visual – by coworkers, supervisors, customers, vendors, or Company agents. Defining sexual harassment precisely is difficult, but conduct that may create sexual harassment certainly includes:

- Unwelcome requests for sexual favors; lewd or derogatory comments or jokes, comments regarding sexual behavior or the body of another employee; sexual innuendo and other vocal activity such as catcalls or whistles; or leering and making gestures.
- Obscene letters, notes, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature.
- Continuing to express sexual interest after being informed the interest is unwelcome.
- Retaliating or threatening retribution against an employee for refusing a sexual advance or reporting an incident of possible sexual harassment to the company or any government agency.
- Offering or providing factors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, or similar employee decisions, in exchange for sexual favors.
- Any unwanted physical touching or assault, or blocking or impeding movements.

Employees are responsible for respecting the rights of coworkers. Supervisors and managers are responsible for establishing a workplace environment free from all discrimination, coercion, or harassment.

The BEDC provides the following guidelines for handling a harassment complaint:

1. All harassment complaints must be reported as soon as possible. You have the right to report a harassment claim to any supervisor, CEO, or Board President.
2. All harassment complaints will be promptly and thoroughly investigated. Confidentiality will be maintained to the extent possible. The investigation will be objective and complete; all those with pertinent information on the subject will be interviewed.
3. No employee will suffer reprisals for reporting sexual harassment or any other unlawful conduct, or for initiating or assisting in any action or proceeding regarding unlawful harassment or discrimination. Any incidents of further harassment or retaliation should be reported immediately to a supervisor, CEO, or Board President.
4. When the investigation ends, a determination will be made, and the results will be communicated to the complainant, the alleged harasser, and, as appropriate, to all others directly concerned.
5. If sexual harassment is proven, prompt and effective remedial action will result. This action includes the following: (a) the harasser will be disciplined and the complainant notified; (b) steps will be taken to prevent any further harassment; and other appropriate remedial action will be taken.

6. Any harassment complaint found to be frivolous, malicious, or based upon false information will be a serious violation and may result in disciplinary action, up to and including termination.

DRUG FREE WORKPLACE

It is the policy of the BEDC to apply the following rules concerning substance abuse. This policy is in force at time of hire. Any violation of this policy may result in disciplinary action, up to and including termination of employment:

1. All employees are prohibited from being under the influence of alcohol, inhalants, or illegal drugs during working hours.
2. Use of prescription drugs or over the counter drugs is prohibited if such drugs impair your ability to perform your job during working hours.
3. The use, sale, possession, transfer, or purchase of illegal drugs on BEDC property or while performing official BEDC business is strictly prohibited. Such action will be reported to appropriate law enforcement officials.
4. The use, sale, purchase, transfer, or possession of an illegal drug while on duty is cause for termination.
5. No alcoholic beverage will be brought or consumed on BEDC property.
6. Any person other than the one for whom it is prescribed will bring no prescription drug on BEDC property. Such drugs will be used only in the manner, combination, and quantity prescribed.
7. Any employee whose abuse of alcohol or drugs results in excessive absenteeism or tardiness or is the cause of accidents or workplace problems will be reason for termination.
8. Any employee who commits an unlawful act on or off BEDC property or whose conduct discredits the BEDC in any way will be subject to discipline, up to and including termination.
9. "Drug" means any substance, other than alcohol, capable of altering an individual's mood, perception, pain level, or judgment. A "prescription drug" is any substance prescribed for individual consumption by a licensed medical practitioner. An "illegal drug" is any drug or controlled substance of which the sale or consumption is illegal.

Affected employees are encouraged to seek assistance for themselves and their dependents through public and private health care facilities in this area.

CODE OF EMPLOYER/EMPLOYEE RELATIONS

It is the policy of the BEDC to implement fair and effective personnel policies and practices. However, nothing in this manual should be construed as altering the employment-at-will relationship, or as creating an express or implied contract or promise concerning the policies or practices that the BEDC has implemented or will implement in the future.

The Chief Executive Officer shall administer the policies and personnel program contained herein.

The BEDC's employment objectives include:

1. To provide equal employment opportunity and treatment regardless of race, religion, color, sex, age, handicap or national origin;
2. To provide competitive salaries and employee benefits;
3. To establish reasonable hours of work based on the BEDC's service needs;
4. To monitor and comply with applicable federal and state laws and regulations concerning employee safety;
5. To provide training, consistent with the BEDC's requirements for those whose needs, capabilities, and desires warrant such training;
6. To accept constructive suggestions which relate to methods, procedures, working conditions, and the nature of the work performed; and
7. To establish appropriate procedures for employees to discuss matters of interest or concern with their immediate supervisor or the CEO.

The BEDC's expectations for employees include:

1. To give a productive days work;
2. To arrive at their work station and begin work on time;
3. To demonstrate a considerate, friendly, and constructive attitude toward fellow employees; and
4. To adhere to the policies adopted by the BEDC.

The BEDC retains the sole right to exercise all managerial functions including, but not limited to, the rights:

1. To dismiss, assign, supervise, and discipline employees;
2. To determine and change work hours;
3. To establish, change, and abolish policies, practices, rules, and regulations at will and as it sees fit;
4. To determine and change the nature, location, services rendered, and continued operation of the business; and
5. To assign duties to employees in accordance with the BEDC's needs and requirements, and to carry out all ordinary administrative and management functions.

APPOINTMENTS

It is the policy of the BEDC that all appointments, separation, transfers, promotion, disciplinary action, and grievance procedures shall be conducted on the basis of merit and efficiency, having due regard for length of service and with no regard for religion, race, creed, color, sex, age or handicap.

1. Regular Employees:
These are the only employees eligible for benefits.
2. Probationary Employees:
These are employees working toward regular status and will become regular classified employees at the end of 60 days unless terminated or receiving an unfavorable recommendation by the CEO. Such termination, or recommendation, may be appealed to the Board of Directors if the employee feels such actions were unjustly imposed.
3. Temporary Employees:
These are appointments for a specific time or filling of positions during a leave of absence or emergency.
4. Re-Employment:
This applies to an individual who resigned, or was laid off, in good standing and is rehired to fill a vacancy.

No employee shall be hired without the approval of the Board of Directors. However, in certain circumstances, the Board of Directors may grant authority to the CEO to hire administrative support positions without board approval. As much as possible, vacancies should be anticipated in advance so there is sufficient time to recruit and review applicants.

PROBATION

It is the policy of BEDC that all new employees shall be placed on probation for a period of 60 days. Upon successful completion of the probationary period, it is at the discretion of the CEO to initiate a performance evaluation. After the probationary period, performance evaluations will be held on an annual basis with the employee's hire date used as the annual evaluation date.

ATTENDANCE AND PUNCTUALITY

It is the policy of BEDC to encourage habits of good attendance and punctuality on the part of its employees. Management recognizes that circumstances beyond an employee's control may cause him/her to be absent from work for all or part of a day. However, unauthorized absence or tardiness will not be tolerated and may result in disciplinary action, up to and including termination.

1. Employees are expected to report for work whenever scheduled. They should notify their supervisor in advance whenever they are unable to report. Advance notice should be given, if possible, to permit a replacement. If the supervisor or CEO is gone, the President of the Board of Directors should be notified.
2. Employees may be compensated during authorized absences, such as sick leave (see Disclosure of Benefits). Authorized absences in excess of

- the number of days of paid absence accumulated by an employee under that policy will not be compensated. However, this will not jeopardize the employee's employment status.
3. Employees who for any reason will be delayed more than a few minutes in reporting for work are required to call their supervisor to explain the circumstance(s).
 4. Excessive absenteeism and chronic tardiness will be documented. This behavior pattern will try to be corrected with the employee. However, if behavior patterns are not altered, the employee may receive disciplinary actions, up to and including termination.
 5. Employees shall not be required nor permitted to work any period of time beyond the normal quitting or starting times unless agreement was made at time of hire.
 6. Professional business attire is the working attire for the BEDC. Business Casual is permitted on Fridays or for other days, as the CEO would announce. (Example: snow days, community functions, etc.).

SALARY ADMINISTRATION

It is the policy of the BEDC to pay wages and salaries, which are based upon the nature of the job, performed and which are competitive with rates being paid for similar work by other employers in the community.

1. Performance Evaluations on all regular and new employee(s) will be scheduled and performed on at least an annual basis and their raises, if any, will be based on their evaluation. New employees will be reviewed/evaluated after the 60-day probation period. A raise will only be given to the new employee if an agreement was made at the time of hiring for a 60-day raise. The evaluation/review process will be based on the employee's job performance.
2. The BEDC will take cost of living adjustments into consideration when wage and salary surveys are conducted. There will be no automatic cost of living adjustment.
3. Employees are paid semimonthly-the 15th and last day of the month. If these dates fall on a weekend or holiday, it is the CEO's option of when payroll will be made.
4. On each payday, employees will receive a check stub showing gross pay, deductions and net pay, as well as, accumulated totals for the year. Federal withholding tax, Medicare tax and Social Security (FICA) taxes will be deducted automatically.
5. Regular employees will be given holiday pay as the holiday is incurred.
6. Employees may also be eligible for a yearly bonus. The yearly bonus for the CEO is at the sole discretion of the board of directors and is based upon overall performance of the organization. Administrative support positions are also eligible for bonuses. These bonuses are at the discretion of the CEO and are also based upon employee's performance.

DISCLOSURE OF BENEFITS

It is the policy of the BEDC to provide its employees with various benefits not only for the welfare of the employees but to make employment with the BEDC more attractive with the hope of encouraging loyalty and longevity.

Holidays

Full time, permanent employees shall be entitled to eleven regular holidays and two floating holidays for which they will receive pay at their regular rate (8 hours). If a holiday occurs during an employee's vacation period, the employee will have an additional day of vacation. The authorized holidays are:

New Years Day	January 1 st
MLK Day	January 16 th
President's Day	February – 3 rd Monday
Good Friday	Friday before Easter Sunday
Memorial Day	May – Last Monday
Independence Day	July 4 th
Labor Day	September – 1 st Monday
Thanksgiving	November 23 rd and 24 th
Christmas	December 24 th & 25 th
Birthday/Floating	Employees may use two (2) floating days per calendar year.

Should a holiday fall on a weekend, it is the CEO's decision of which day is usually observed. The normal instance is Saturday would be observed on Friday and Sunday would be observed on Monday.

The BEDC recognizes that some employees may wish to take a day off, without pay, for personal reasons or for personal business matters. Pre-approval is needed from the CEO for days off without pay. If approved, the employee's time off will be recorded as unpaid excused absence.

Vacations

Vacation is a benefit for the employee. It is the policy of the BEDC to grant vacations with pay to full-time employees in accordance with the guidelines established on page 11. If a paid holiday falls within an employee's vacation period, an additional day of vacation will be granted. Vacation days coincide with the employee's start date. All vacation and other leave requests must be made by filling out the BEDC vacation request form.

- a) Full-time employees will accrue paid vacation according to the following Schedule:

<u>Length of Service</u>	<u>Paid Vacation</u>
0 to 6 months	None
After six months	One Week
1 to 4 years	Two Weeks
5 to 20 years	Three Weeks

- b) Vacation pay for full-time employees shall consist of the employee's regular rate of pay for the vacation period.
- c) An employee may not receive vacation pay in lieu of time off. The employee will not be paid for unused vacation remaining at the end of the vacation (hire-date) year. However, if requested by the BEDC to cancel vacation plans and vacation cannot be rescheduled before the end of the vacation year, the employee shall be permitted to reschedule the vacation as soon after the new vacation year begins.
- d) Upon termination of employment, an employee shall receive any unused vacation pay. No vacation pay will be paid to an employee who has worked less than six months. If an employee's death occurs, the unused vacation will be paid in a lump sum to the employee's beneficiary.

Sick Leave

Sick leave is provided for employees who miss work due to an illness or injury. This time may also be taken for an immediate family member being ill or in the hospital. Each employee begins accumulating 8 hours a month from employment date. However, a new employee must complete their probation period of sixty days before the sick leave benefit is paid. The CEO must approve all sick leave. Employees may accumulate up to a maximum of 90 days or 720 hours paid sick leave. If an employee misses more than three consecutive working days, the employee will need to furnish a doctor's note to be granted additional sick leave. Any abuse or misusing the sick leave privilege is grounds for termination.

Workers Compensation

The provisions of "Workers' Compensation Act" shall cover all eligible employees of the BEDC during the performance of their duties. An employee injured while performing assigned duties shall be entitled to the provisions of the Workers' Compensation Act TWCC Rule 110.106. It is the employee's responsibility to contact the CEO with a full detailed report so that necessary paperwork can be filed.

If an employee is unable to work due to an on the job injury, Workers Compensation will normally not pay any compensation for the first week the employee is unable to work. However, if the injured employee **has unused vacation or sick leave**, he/she will be entitled to use it until he/she receives their first Workers Compensation check, which is available after the injured employee has been off work for 8 days. If an employee makes a false claim, the employee will automatically be dismissed and criminal charges may be filed. The BEDC is not bound to hold an injured employee's position open until such time as he/she is able to return to work.

Reference Rule 110.101

- (a) In addition to the posted notice in our office, covered and non-covered employers shall notify their employees of coverage status, in writing. This additional notice:
- (1) shall be provided at the time an employee is hired, meaning when the employee is required by federal law to complete both a W-4 form and an I-9 form or when a break in service has occurred and the employee is required by federal law to complete a W-4 form on the first day the employee reports back to duty;
 - (2) shall be provided at the time the employer notifies the insurance carrier that the employer is dropping coverage if there will be a period during which the employees will not be covered;
 - (3) shall be provided at the time an employer obtains coverage, as necessary to allow the employee to elect to retain common law rights;
 - (4) shall include the text required in the posted notice (see rule 110.101 (e)(1), (e)(2), (e)(3) for appropriate language); and
 - (5) if the employer is covered by workers' compensation insurance, or becomes covered, whether by commercial insurance or by becoming a certified self-insurer, shall include the following statement:

NOTICE TO NEW EMPLOYEES

"You may elect to retain your common law right of action if, no later than five days after you begin employment or within five days after receiving written notice from the employer that the employer has obtained coverage, you notify your employer in writing that you wish to retain your common law right to recover damages for personal injury. If you elect to retain your common law right of action, you cannot obtain workers' compensation income or medical benefits if you are injured."

Emergency Leave

An employee, in the event of a death of any member of the immediate family, will be granted up to three days of emergency leave with pay. In the event of serious illness, serious injury or death to any member of the employee's immediate family, an employee may use up to seven (7) additional days of unused sick leave, vacation, or take leave without pay. Immediate family is defined as the employee's spouse, children, parents, grandparents, grandchildren, sibling, or equivalent in-law or "step" relation or any relative living in the same household.

Maternity Leave

Maternity leave will begin when the employee's physician certifies that she is no longer able to perform her work safely and efficiently. Employees who are granted a maternity leave will be eligible for the same sick leave benefits received by employees suffering from illness or other temporary disabilities. Any accrued sick leave or vacation may be used.

Insurance

The BEDC carries insurance through the City of Borger, specifically Texas Municipal League and pays for employees and their families. At such time where it may become cost prohibitive for the BEDC to pay for employees and families, the BEDC may choose to cover only the employee and family benefits will be paid by the employee. Insurance coverage for full-time, permanent employees is effective immediately. Upon termination of an employee, all benefits will be terminated according to the current plan through the City of Borger. All insurance enrollment and related questions should be directed to the City of Borger or the Texas Municipal League. Additionally, the City of Borger may amend or modify benefits at their discretion.

Retirement

At this time the BEDC contributes three (3) percent of an employee's salary toward a ROTH IRA. The employee may choose which financial institution they

would like to have manage their account. The employee may also contribute to the account as well; however, the total yearly contribution cannot exceed \$4,000.00.

Short Term Absences

It is the policy of the BEDC to permit employees to be absent from work on a short-term basis under certain circumstances.

- a. Sickness or injury resulting in temporary disability of the employee or a member of his immediate family;
- b. Death, funeral in the employee's immediate family;
- c. Birth of a child or adoption by the employee and/or the employee's spouse;
- d. Personal business which cannot be conducted outside of normal working hours and pre-approved by the supervisor or CEO;
- e. Actual time for jury duty or testifying as a witness in a judicial proceeding;
- f. Approved voluntary participation in community projects.
- g. Absences resulting from jury duty, testifying as a witness, emergency BEDC closings and approved participation in community affairs will be paid at the employee's regular base rate.

Employees should give as much advance notice as possible. In the event of an emergency (no advance notice), the employee is required to notify their supervisor or CEO as soon as possible. Failure to give notification is grounds for disciplinary action.

Inclement Weather

Employees are expected to make a good faith effort to get to work during inclement weather conditions if the BEDC is operating and does not declare an emergency closing. Employees who are unable to get to work under these conditions will be granted an authorized but unpaid absence. Employees may elect to use a vacation day, if available for absences incurred during severe weather.

Unauthorized Absences

Employees will not be compensated during periods of unauthorized absence. Such absences will not be tolerated and will be considered grounds for disciplinary action, including up to termination. However, authorized absences without pay will be permitted in appropriate circumstances and will not jeopardize an employee's employment status.

EMPLOYEE CONDUCT AND RELATIONS

Public Relations

As a private citizen, you have the right to vote as you choose and to express your opinion on political issues. However, be sure people recognize the opinions you express are your personal beliefs and not those of the BEDC. All employees are expected to avoid conflict at work and elsewhere which may cause embarrassment or criticism to the BEDC and the City of Borger. It is essential that attitudes and actions both on and off the job bring credit to the BEDC.

Conflict of Interest Policy

A Conflict of Interest is defined for a BEDC staff member as an action that results in or has the appearance resulting in personal, organizational, or professional gain and/or actual or perceived interest. Employees are to avoid any conflict of interest and even the appearance of conflict of interest. Any conflict of interest, potential conflict of interest or the appearance of a conflict of interest is to be reported to the CEO or the President of the Board of Directors immediately. Employees are to maintain independence and objectivity with clients, the community and organization.

Telephone Courtesy

We serve the citizens of Borger and Hutchinson County. We also serve at the pleasure of the Board of Directors and have a reporting relationship with the Borger City Council. It is important that we give prompt and courteous attention to anyone that calls the BEDC. The impression that is made over the telephone is the one he/she will remember and pass on to other potential clients and community leaders. Whenever you talk on the phone, be friendly and courteous and try to speak with a smile. Remember when you have contact with the public, they are your boss; they pay your salary and you are here to serve them.

Hours

The BEDC offices are open from 7:30 a.m. to 5:30 p.m. Monday through Thursday and 8:00 a.m. through 12:00 noon on Friday. The office is closed for lunch from 12:00 p.m. to 1:00 p.m. In some instances, the office will close for outside meetings. In this case, a message is to be posted on the door alerting community members to the closure.

Discipline Measures

All employees should maintain high standards of conduct, morals, cooperation, efficiency and attitude. **Reprimands** may be done in written or oral documentation. A copy will be kept in the file recording the date, time, place and discussion.

Dismissal

Dismissal measures may be utilized when it is in the BEDC's best interest and the seriousness of the situation makes it appropriate. Violations considered just cause for dismissal are:

1. Unfavorable morality and ethics reflecting a poor image on the BEDC;
2. Insubordination constituting a serious breach of discipline;
3. Sexual harassment as defined on page 9 in this manual;
4. The use of drugs as defined on page 12 in this manual;
5. Conviction of a criminal offense;
6. Notoriously disgraceful personal conduct: as offensive language or conduct, fighting, agitating with fellow employees or the general public during the hours of employment;
7. Incompetence, inefficiency or negligence in the performance of duty;
8. Unauthorized absences or abuse of leave privileges;
9. Any falsification of records or breach of confidential information.

Acknowledgement

I have read and understand the information contained in the BEDC Employee Manual. I agree to abide by the procedures and protocols as identified in this publication. I also understand these procedures and protocols may be changed at any time at the BEDC's sole discretion. Any violation of items contained in this manual may result in disciplinary action against me, including up to termination of my employment with the BEDC.

Employee's Signature

Date