

CERTIFIED COPY OF ORDER

STATE OF MISSOURI
County of Boone

} ea.

December Session of the October Adjourned

Term. 20 22

In the County Commission of said county, on the 6th day of December 20 22

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the following surplus disposal.

| | Asset # | Description | QTY. | Department | Condition of Asset |
|---|---------|---|------|------------------------|--------------------|
| 1 | 19136 | 2014 Doolittle Utility Trailer 1DGRS1822EM007017 | 1 | Facilities Maintenance | stolen |

Done this 6th day of December 2022.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 11/18/22

Fixed Asset Tag Number: 19136

Description of Asset: Doolittle Utility Trailer

Requested Means of Disposal: Sell Trade-In Recycle/Trash Other, Explain: stolen from North Facility between 11/10-11/13. Discovered missing on 11/14. Report filed with Sheriff's Dept.

Other Information (Serial number, etc.): 1DGRS1822EM007017

Condition of Asset:

Reason for Disposition: stolen

Location of Asset and Desired Date for Removal to Storage: na

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 6100 FM Building Maint

Signature

Jody Moore

To be Completed by: AUDITOR

Original Acquisition Date 5/2/14

G/L Account for Proceeds _____

Original Acquisition Amount 2,675.00

Insurance Proceeds 6106-3945

Original Funding Source 2784

Account Group 1605

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

_____ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

_____ Trade _____ Auction _____ Sealed Bids

_____ Other Explain _____

Commission Order Number 5600-2022

Date Approved 12.4.2022

Signature *[Signature]*

RECEIVED

NOV 18 2022

BOONE COUNTY
AUDITOR

Boone County Purchasing
Melinda Bobbitt, CPPO
Director of Purchasing



613 E. Ash Street
Columbia, MO 65201
Phone: (573) 886-4391
mbobbitt@boonecountymo.org

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt
RE: Surplus Disposal – Doolittle Utility Trailer, asset tag 19136 – Insurance Claim
DATE: November 22, 2022

Attached for approval is a Request for Disposal Form for a Doolittle Utility Trailer that was stolen. Title will be turned over to our insurance carrier.

| | Asset # | Description | QTY. | Department | Condition of Asset |
|----------|----------------|---|-------------|-------------------------------|---------------------------|
| 1 | 19136 | 2014 Doolittle Utility Trailer 1DGRS1822EM007017 | 1 | Facilities Maintenance | stolen |

cc: Jacob Flowers, Auditor's office
Surplus File

S:\PU\Surplus\COMMISSION MEMO - Doolittle Utility Trailer 19136 - stolen - insurance claim.doc

Jacob Flowers

From: June Pitchford
Sent: Thursday, November 17, 2022 10:54 PM
To: Jody Moore
Cc: Jacob Flowers
Subject: RE: Stolen Trailer

Yes, we will need that. Thanks.

June

June E. Pitchford, CPA | Boone County Auditor | 801 E. Walnut, Rm 304 | Columbia, MO 65201 | 573.886.4275 Office | 573.886.4280 Fax | email: jpitchford@boonecountymo.org

From: Jody Moore <JMoore@boonecountymo.org>
Sent: Tuesday, November 15, 2022 11:54 AM
To: June Pitchford <JPitchford@boonecountymo.org>
Subject: RE: Stolen Trailer

Thank you, June. Do I need to do an asset disposal form for you department so that the asset can be taken out of inventory?

From: June Pitchford <JPitchford@boonecountymo.org>
Sent: Monday, November 14, 2022 4:37 PM
To: Angela Wehmeyer <AWehmeyer@boonecountymo.org>; Jody Moore <JMoore@boonecountymo.org>
Cc: Jacob Flowers <JFlowers@boonecountymo.org>; Doug Coley <DColey@boonecountymo.org>
Subject: RE: Stolen Trailer

Hi, Jody.

Given that this will involve an insurance claim, we will account for the insurance proceeds and the cost to replace the asset in cost center #6106, FM Insurance Activity. The insurance proceeds will be recorded in 6106-3945, Insurance Recoveries/Proceeds. When the replacement trailer is purchased, the first \$1000 will be recorded in 6106-71018 Other Claims Deductible and the balance will be recorded in 6106-92XXX. Until MOPERM follows up with Angela, we won't know how much to expect in insurance proceeds. However, I think it makes sense for FM to go ahead and identify the replacement trailer to be purchased, including the cost, as soon as possible so that we can move quickly once we have information back from MOPERM.

MOPERM will probably contact Angela for an estimate of the replacement cost, so please pass this info along to Angela when you have it.

I'm guessing that we have other equipment stored outside the building and the replacement trailer will be stored outside as well. What can be done to reduce the risk of more thefts?

Thanks,

June

From: Angela Wehmeyer <AWehmeyer@boonecountymo.org>
Sent: Monday, November 14, 2022 12:25 PM
To: Jody Moore <JMoore@boonecountymo.org>; June Pitchford <JPitchford@boonecountymo.org>
Cc: Jacob Flowers <JFlowers@boonecountymo.org>; Doug Coley <DColey@boonecountymo.org>
Subject: RE: Stolen Trailer

Hi Jody,

This trailer is found on our vehicle schedule, so our deductible will be \$1,000.00. I will file the theft with MOPERM and let you know if they need additional information. If you get the police report, please forward it to me.

Thanks,
Angela



Angela Wehmeyer / Risk Management Specialist

Human Resources & Risk Management Department / Boone County, Missouri
Boone County Annex / 613 E. Ash Street / Columbia, MO 65201
tel: 573.886.7215 / fax: 573.886.4444
awehmeyer@boonecountymo.org / www.showmeboone.com/hr

Click [here](#) to learn about working for Boone County!

From: Jody Moore <JMoore@boonecountymo.org>
Sent: Monday, November 14, 2022 11:20 AM
To: June Pitchford <JPitchford@boonecountymo.org>; Angela Wehmeyer <AWehmeyer@boonecountymo.org>
Cc: Jacob Flowers <JFlowers@boonecountymo.org>; Doug Coley <DColey@boonecountymo.org>
Subject: Stolen Trailer

It was discovered this morning that one of our trailers was stolen from the North Facility. This equipment is stored outside of the building. The asset is tag 19136. Original cost was \$2675. A report has been filed with the Sheriff's Department.

The Grounds crew uses this equipment fairly often. I was asked about how we would go about replacing a piece of equipment that was "lost" in this manner. Do we wait for insurance money? Since it is not in the 2023 budget as a class 9 purchase, would we need to do a budget amendment request to get funds to make a class 9 purchase? Do we just try to hold off to see if the property is recovered.

They will not need the trailer immediately, but it is an asset that is used often and will need to be replaced.

Thank You,

Jody

STATE OF MISSOURI

CERTIFICATE OF TITLE

02821DA101

ORIGINAL

TITLE NUMBER

TFK16431



VEHICLE IDENTIFICATION NUMBER

YEAR

MAKE

BODY STYLE

1DGRS1822EM007017

2014

DOOL

UTILI

HP PREVIOUS STATE

MILEAGE AT TIME OF TRANSFER

TAX

PURCHASE DATE

DATE ISSUED

EX 08

03/19/2014 04/11/2014

OWNER

**COUNTY OF BOONE
801 E WALNUT ST
COLUMBIA**

MO 65201

MAIL TO



**COUNTY OF BOONE
801 E WALNUT ST
COLUMBIA MO 65201-4890**

VEHICLE SUBJECT TO FOLLOWING LIEN(S)

FIRST LIEN

LIEN DATE

Lien release - To release any lien shown on the face of this title, the lienholder must complete a notarized Lien Release (DOR-4809) to be attached to this title before the purchaser applies for a Certificate of Title.

SECOND LIEN

LIEN DATE

Any person who knowingly and intentionally submits a separate document releasing a lien of another without authority to do so shall be guilty of a class C felony. (301.640 RSMo)

BUYER ON REVERSE SIDE MUST TITLE IN 30 DAYS TO AVOID PENALTY

MILEAGE STATEMENT

EFFECTIVE 1/1/06 YOU MUST SUBMIT A NOTICE OF SALE TO THE DEPARTMENT OF REVENUE WITHIN 30 DAYS OF SELLING THIS VEHICLE.

15806233

ACTING DIRECTOR OF REVENUE DOR-387 (09/2012)



ANY ALTERATION OR ERASURE VOIDS THIS TITLE

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 22

County of Boone

In the County Commission of said county, on the 6th day of December 20 22

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby authorize an extended overlap period for position 501, Director of Human Resources & Risk Management, through January 1, 2023, in order to allow for the appointment of an Interim Director. This authorization is pursuant to Commission Order 147-2005 which requires Commission approval for any overlap period in excess of 80 hours. A review and performance evaluation of the Interim Director will take place after 1/31/23.

Done this 6th day of December 2022.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

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STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 22

In the County Commission of said county, on the 6th day of December 20 22

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve and adopt the recommendations made by the Job Classification Committee for 2023 changes to the Pay Plan and authorizes the Director of Human Resources to make relevant changes to the impacted job classifications effective January 1, 2023.

Done this 6th day of December 2022.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Human Resources

Jenna Redel
Director, Human Resources
and Risk Management



613 E. Ash Street
Columbia, MO 65201
Phone: (573) 886-4405
Fax: (573) 886-4444

December 6, 2022

Recommendations from Job Classification Committee

The Job Classification Committee met in person and via Teams on to review and discuss requests for new job classifications, pay range adjustment, and reclassification from all Boone County offices and departments for Budget Year 2023.

This year, the Committee reviewed requests from many offices and most of those requests involved positions that were benchmarked to other positions within the current pay plan. The Committee is aware that the Commission in considering a request for funding to bring in a consultant who specializes in compensation and pay plans to review our current pay plan and make recommendations for improvements. The Committee supports this proposal and tabled several 2023 requests in favor of a comprehensive review and update to be led by a consultant.

The Committee recognizes that a pay plan update will likely take a significant amount of time to complete and as a result, makes the following recommendations for changes to be implemented on January 1, 2023:

Adjust the minimum range for the JJC Program Assistants to Range 21.

Adjust the minimum pay range for benefitted positions to Range 22.

Adjust the pay range assigned to Records Custodian from Range 22 to Range 24.

Adjust the pay range assigned to Account Specialist II, Administrative Tech II, Deputy County Clerk I, and Purchasing Agent from Range 23 to Range 25.

Adjust the pay range assigned to Paralegal, Senior Administrative Assistant, and Services Specialist from Range 24 to Range 26.

Adjust the pay range assigned to Account Specialist III, Court Clerk II, Deputy Collector, Deputy Court Clerk II, Deputy Recorder, Deputy Treasurer, Legal Assistant I, Personal Property Specialist, Records Clerk II, and Evidence Custodian from Range 25 to Range 27.

Adjust the pay range assigned to Deputy County Clerk III, Administrative Tech III, Lead Circuit Court Clerk, Lead Deputy Collector, Lead Deputy Recorder, and Lead Personal Property Specialist from Range 27 to Range 29.

Adjust the pay range assigned to Custodial Supervisor, Warrant Supervisor, and Appraiser/Apprentice to Range 31.

Adjust the pay range of the Accounts Payable Coordinator and Payroll Coordinator position to Range 35.

Adjust the pay range of the Auto Mechanic position from Range 32 to Range 34.

Create new classifications for Community Services Deputy Director and Facilities Maintenance Deputy Director.

Adjust the pay range of the Chief Deputy Recorder, Chief Deputy Collector, Chief Deputy Treasurer, Chief Deputy Assessor, Emergency Management Deputy Director, Community Services Deputy Director, and Facilities Maintenance Deputy Director to Range 45.

Adjust the pay range for Program Manager from Range 51 to Range 40.

Adjust the Pay Range for Accountant I from Range 37 to Range 40. Adjust the Pay Range for Accountant II from Range 41 to Range 44. Adjust the Pay Range for Senior Accountant/Financial Analyst from Range 45 to Range 48.

Adjust the FLSA exempt status of the Enforcement and Detention Lieutenants to Exempt and move the pay range of these positions from Range 51 to 54.

Adjust the pay range of the Enforcement and Detention Captain positions from Range 55 to range 57.

Adjust the pay range of the Jail Administrator position from Range 57 to 60.

Adjust the pay range of the Major position from Range 59 to 63.

Adjust the pay range of the Facilities Maintenance Technician from 26 to 28

Adjust the pay range of the Senior Facilities Maintenance Technician from Range 30 to Range 31.

The job description for the new classifications are attached hereto.

Best Regards,

Jenna Redel

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County of Boone } ea.

December Session of the October Adjourned

Term. 20 22

In the County Commission of said county, on the 6th day of December 20 22

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the adoption of the attached 2023 Pay Plan and authorizes the County Auditor to compute final appropriations for compensation increases needed to conform with County budgeting rules.

Done this 6th day of December 2022.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Justin Aldred
Justin Aldred
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Pay Plan

| Title | R | Hourly | | Annual Salary | Annual Salary |
|--|----|---------|------------|---------------|---------------|
| | | Min | Hourly Max | Min | Max |
| Elections Intern | 12 | \$11.86 | \$17.78 | \$24,668.80 | \$36,982.40 |
| Intern (Auto Mechanic) | 16 | \$13.09 | \$19.63 | \$27,227.20 | \$40,830.40 |
| Intern I (pool) | 16 | \$13.09 | \$19.63 | \$27,227.20 | \$40,830.40 |
| Intern II | 19 | \$14.10 | \$21.14 | \$29,328.00 | \$43,971.20 |
| Program Assistant | 21 | \$14.81 | \$22.21 | \$30,804.80 | \$46,196.80 |
| Elections Specialist | 21 | \$14.81 | \$22.21 | \$30,804.80 | \$46,196.80 |
| Account Specialist I | 22 | \$15.18 | \$22.76 | \$31,574.40 | \$47,340.80 |
| Administrative Assistant | 22 | \$15.18 | \$22.76 | \$31,574.40 | \$47,340.80 |
| Administrative Assistant(CT) | 22 | \$15.18 | \$22.76 | \$31,574.40 | \$47,340.80 |
| Administrative Technician I | 22 | \$15.18 | \$22.76 | \$31,574.40 | \$47,340.80 |
| Custodian | 22 | \$15.18 | \$22.76 | \$31,574.40 | \$47,340.80 |
| File Clerk II | 22 | \$15.18 | \$22.76 | \$31,574.40 | \$47,340.80 |
| Grounds Maintenance Worker I | 22 | \$15.18 | \$22.76 | \$31,574.40 | \$47,340.80 |
| Mail Clerk | 22 | \$15.18 | \$22.76 | \$31,574.40 | \$47,340.80 |
| Receptionist | 22 | \$15.18 | \$22.76 | \$31,574.40 | \$47,340.80 |
| Receptionist (CT) | 22 | \$15.18 | \$22.76 | \$31,574.40 | \$47,340.80 |
| Transportation Coord | 22 | \$15.18 | \$22.76 | \$31,574.40 | \$47,340.80 |
| Records Custodian | 24 | \$15.94 | \$23.92 | \$33,155.20 | \$49,753.60 |
| Road Maintenance Worker-Apprentice/Trainee | 24 | \$15.94 | \$23.92 | \$33,155.20 | \$49,753.60 |
| Account Specialist II | 25 | \$16.34 | \$24.52 | \$33,987.20 | \$51,001.60 |
| Administrative Technician II | 25 | \$16.34 | \$24.52 | \$33,987.20 | \$51,001.60 |
| Deputy County Clerk I | 25 | \$16.34 | \$24.52 | \$33,987.20 | \$51,001.60 |
| Purchasing Assistant | 25 | \$16.34 | \$24.52 | \$33,987.20 | \$51,001.60 |
| Paralegal | 26 | \$16.75 | \$25.13 | \$34,840.00 | \$52,270.40 |
| Senior Administrative Assistant | 26 | \$16.75 | \$25.13 | \$34,840.00 | \$52,270.40 |
| Services Specialist | 26 | \$16.75 | \$25.13 | \$34,840.00 | \$52,270.40 |
| Account Specialist III | 27 | \$17.17 | \$25.75 | \$35,713.60 | \$53,560.00 |
| Court Clerk II | 27 | \$17.17 | \$25.75 | \$35,713.60 | \$53,560.00 |
| Deputy Collector | 27 | \$17.17 | \$25.75 | \$35,713.60 | \$53,560.00 |
| Deputy County Clerk II | 27 | \$17.17 | \$25.75 | \$35,713.60 | \$53,560.00 |
| Deputy Recorder | 27 | \$17.17 | \$25.75 | \$35,713.60 | \$53,560.00 |
| Deputy Treasurer | 27 | \$17.17 | \$25.75 | \$35,713.60 | \$53,560.00 |
| Evidence Custodian | 27 | \$17.17 | \$25.75 | \$35,713.60 | \$53,560.00 |
| Legal Assistant I | 27 | \$17.17 | \$25.75 | \$35,713.60 | \$53,560.00 |
| Personal Property Specialist | 27 | \$17.17 | \$25.75 | \$35,713.60 | \$53,560.00 |

2023

11/28/2022

Pay Plan

| | | | | | |
|--|----|---------|---------|-------------|-------------|
| Elections Intern | 12 | \$11.86 | \$17.78 | \$24,668.80 | \$36,982.40 |
| Records Clerk II | 27 | \$17.17 | \$25.75 | \$35,713.60 | \$53,560.00 |
| Admin Coord./Grant Manager | 28 | \$17.60 | \$26.40 | \$36,608.00 | \$54,912.00 |
| Administrative Coordinator | 28 | \$17.60 | \$26.40 | \$36,608.00 | \$54,912.00 |
| Control Room Officer | 28 | \$17.60 | \$26.40 | \$36,608.00 | \$54,912.00 |
| Facilities Maintenance Tech | 28 | \$17.60 | \$26.40 | \$36,608.00 | \$54,912.00 |
| Road Maintenance Worker | 28 | \$17.60 | \$26.40 | \$36,608.00 | \$54,912.00 |
| Sign Maintenance Specialist | 28 | \$17.60 | \$26.40 | \$36,608.00 | \$54,912.00 |
| Administrative Technician III | 29 | \$18.04 | \$27.06 | \$37,523.20 | \$56,284.80 |
| Deputy County Clerk III | 29 | \$18.04 | \$27.06 | \$37,523.20 | \$56,284.80 |
| Emergency Telecommunicator Trainee | 29 | \$18.04 | \$27.06 | \$37,523.20 | \$56,284.80 |
| Lead Circuit Court Clerk | 29 | \$18.04 | \$27.06 | \$37,523.20 | \$56,284.80 |
| Lead Deputy Collector | 29 | \$18.04 | \$27.06 | \$37,523.20 | \$56,284.80 |
| Lead Deputy Recorder | 29 | \$18.04 | \$27.06 | \$37,523.20 | \$56,284.80 |
| Lead Personal Property Specialist | 29 | \$18.04 | \$27.06 | \$37,523.20 | \$56,284.80 |
| Legal Assistant II | 29 | \$18.04 | \$27.06 | \$37,523.20 | \$56,284.80 |
| Appraiser/ Apprentice | 30 | \$18.49 | \$27.73 | \$38,459.20 | \$57,678.40 |
| Court Services Officer | 31 | \$18.95 | \$28.43 | \$39,416.00 | \$59,134.40 |
| Custodial Supervisor | 31 | \$18.95 | \$28.43 | \$39,416.00 | \$59,134.40 |
| Dep. Juvenile Officer I | 31 | \$18.95 | \$28.43 | \$39,416.00 | \$59,134.40 |
| Domestic Assault Court Coord | 31 | \$18.95 | \$28.43 | \$39,416.00 | \$59,134.40 |
| GIS Technician I | 31 | \$18.95 | \$28.43 | \$39,416.00 | \$59,134.40 |
| Helpdesk Technician I | 31 | \$18.95 | \$28.43 | \$39,416.00 | \$59,134.40 |
| Hiring & Retention Coordinator | 31 | \$18.95 | \$28.43 | \$39,416.00 | \$59,134.40 |
| Jury Supervisor | 31 | \$18.95 | \$28.43 | \$39,416.00 | \$59,134.40 |
| Services Coordinator I | 31 | \$18.95 | \$28.43 | \$39,416.00 | \$59,134.40 |
| Sr Facilities Maintenance Tech | 31 | \$18.95 | \$28.43 | \$39,416.00 | \$59,134.40 |
| Warrant Supervisor | 31 | \$18.95 | \$28.43 | \$39,416.00 | \$59,134.40 |
| Art Instructor (Pool) | 32 | \$19.42 | \$29.14 | \$40,393.60 | \$60,611.20 |
| Deputy Court Marshal | 32 | \$19.42 | \$29.14 | \$40,393.60 | \$60,611.20 |
| Deputy Sheriff Trainee | 32 | \$19.42 | \$29.14 | \$40,393.60 | \$60,611.20 |

Pay Plan

| | | | | | |
|---------------------------------------|----|---------|---------|-------------|-------------|
| Elections Intern | 12 | \$11.86 | \$17.78 | \$24,668.80 | \$36,982.40 |
| Emergency Telecommunicator | 32 | \$19.42 | \$29.14 | \$40,393.60 | \$60,611.20 |
| Music Instructor (Pool) | 32 | \$19.42 | \$29.14 | \$40,393.60 | \$60,611.20 |
| Senior Road Maintenance Worker | 32 | \$19.42 | \$29.14 | \$40,393.60 | \$60,611.20 |
| Senior Sign Maintenance Specialist | 32 | \$19.42 | \$29.14 | \$40,393.60 | \$60,611.20 |
| Sheriff's Background Investigator | 32 | \$19.42 | \$29.14 | \$40,393.60 | \$60,611.20 |
| Veterans Ct Mentor Coord | 32 | \$19.42 | \$29.14 | \$40,393.60 | \$60,611.20 |
| Deputy Public Administrator | 33 | \$19.91 | \$29.87 | \$41,412.80 | \$62,129.60 |
| Legal Assistant III | 33 | \$19.91 | \$29.87 | \$41,412.80 | \$62,129.60 |
| Automotive/Equipment Mechanic | 34 | \$20.41 | \$30.61 | \$42,452.80 | \$63,668.80 |
| Budget Administrator | 34 | \$20.41 | \$30.61 | \$42,452.80 | \$63,668.80 |
| Budget Administrator (CT) | 34 | \$20.41 | \$30.61 | \$42,452.80 | \$63,668.80 |
| Building Inspector | 34 | \$20.41 | \$30.61 | \$42,452.80 | \$63,668.80 |
| Construction Inspector | 34 | \$20.41 | \$30.61 | \$42,452.80 | \$63,668.80 |
| Deputy Court Marshal II | 34 | \$20.41 | \$30.61 | \$42,452.80 | \$63,668.80 |
| Engineering Technician | 34 | \$20.41 | \$30.61 | \$42,452.80 | \$63,668.80 |
| Right of Way Agent | 34 | \$20.41 | \$30.61 | \$42,452.80 | \$63,668.80 |
| Accounts Payable Coordinator | 35 | \$20.92 | \$31.38 | \$43,513.60 | \$65,270.40 |
| Appraiser/ Residential | 35 | \$20.92 | \$31.38 | \$43,513.60 | \$65,270.40 |
| Benefits & Wellness Coordinator | 35 | \$20.92 | \$31.38 | \$43,513.60 | \$65,270.40 |
| Buyer | 35 | \$20.92 | \$31.38 | \$43,513.60 | \$65,270.40 |
| Cartographer | 35 | \$20.92 | \$31.38 | \$43,513.60 | \$65,270.40 |
| Code Enforcement Officer | 35 | \$20.92 | \$31.38 | \$43,513.60 | \$65,270.40 |
| Computer Info Technologist | 35 | \$20.92 | \$31.38 | \$43,513.60 | \$65,270.40 |
| Court Services Officer II | 35 | \$20.92 | \$31.38 | \$43,513.60 | \$65,270.40 |
| Elections Operations Manager | 35 | \$20.92 | \$31.38 | \$43,513.60 | \$65,270.40 |
| GIS Techician II | 35 | \$20.92 | \$31.38 | \$43,513.60 | \$65,270.40 |

Pay Plan

| | | | | | |
|---|----|---------|---------|-------------|-------------|
| Elections Intern | 12 | \$11.86 | \$17.78 | \$24,668.80 | \$36,982.40 |
| Helpdesk Technician II | 35 | \$20.92 | \$31.38 | \$43,513.60 | \$65,270.40 |
| Lead Emergency Telecommunicator | 35 | \$20.92 | \$31.38 | \$43,513.60 | \$65,270.40 |
| Mitigation and Recovery Specialist | 35 | \$20.92 | \$31.38 | \$43,513.60 | \$65,270.40 |
| Payroll Coordinator | 35 | \$20.92 | \$31.38 | \$43,513.60 | \$65,270.40 |
| Planning and Preparedness Specialist | 35 | \$20.92 | \$31.38 | \$43,513.60 | \$65,270.40 |
| Program Specialist | 35 | \$20.92 | \$31.38 | \$43,513.60 | \$65,270.40 |
| Radio Tech I | 35 | \$20.92 | \$31.38 | \$43,513.60 | \$65,270.40 |
| Services Coordinator II | 35 | \$20.92 | \$31.38 | \$43,513.60 | \$65,270.40 |
| Training and Exercise Specialist | 35 | \$20.92 | \$31.38 | \$43,513.60 | \$65,270.40 |
| Training Coordinator | 35 | \$20.92 | \$31.38 | \$43,513.60 | \$65,270.40 |
| Civil Process Officer | 36 | \$21.44 | \$32.16 | \$44,595.20 | \$66,892.80 |
| Detention Officer | 36 | \$21.44 | \$32.16 | \$44,595.20 | \$66,892.80 |
| Enforcement Corporal | 36 | \$21.44 | \$32.16 | \$44,595.20 | \$66,892.80 |
| Witness Location Investigator | 36 | \$21.44 | \$32.16 | \$44,595.20 | \$66,892.80 |
| Crime Victim Specialist | 37 | \$21.98 | \$32.96 | \$45,718.40 | \$68,556.80 |
| Security Technician | 37 | \$21.98 | \$32.96 | \$45,718.40 | \$68,556.80 |
| Senior Building Inspector | 38 | \$22.53 | \$33.79 | \$46,862.40 | \$70,283.20 |
| Stormwater Educator | 38 | \$22.53 | \$33.79 | \$46,862.40 | \$70,283.20 |
| Chief Building Inspector | 39 | \$23.09 | \$34.63 | \$48,027.20 | \$72,030.40 |
| Chief Public Works Inspector | 39 | \$23.09 | \$34.63 | \$48,027.20 | \$72,030.40 |
| GIS Analyst I | 39 | \$23.09 | \$34.63 | \$48,027.20 | \$72,030.40 |
| Programmer Analyst, Court Svc | 39 | \$23.09 | \$34.63 | \$48,027.20 | \$72,030.40 |
| Radio Tech II | 39 | \$23.09 | \$34.63 | \$48,027.20 | \$72,030.40 |
| Risk Management Specialist | 39 | \$23.09 | \$34.63 | \$48,027.20 | \$72,030.40 |
| Senior Buyer | 39 | \$23.09 | \$34.63 | \$48,027.20 | \$72,030.40 |
| Senior Cartographer | 39 | \$23.09 | \$34.63 | \$48,027.20 | \$72,030.40 |
| System Support Analyst I | 39 | \$23.09 | \$34.63 | \$48,027.20 | \$72,030.40 |
| Teacher (Pool) | 39 | \$23.09 | \$34.63 | \$48,027.20 | \$72,030.40 |
| Voting Systems Manager | 39 | \$23.09 | \$34.63 | \$48,027.20 | \$72,030.40 |

Pay Plan

| | | | | | |
|---------------------------------|----|---------|---------|-------------|-------------|
| Elections Intern | 12 | \$11.86 | \$17.78 | \$24,668.80 | \$36,982.40 |
| Accountant I | 40 | \$23.66 | \$35.50 | \$49,212.80 | \$73,840.00 |
| Administrative Deputy | 40 | \$23.66 | \$35.50 | \$49,212.80 | \$73,840.00 |
| Appraiser/ Commercial | 40 | \$23.66 | \$35.50 | \$49,212.80 | \$73,840.00 |
| Case Specialist | 40 | \$23.66 | \$35.50 | \$49,212.80 | \$73,840.00 |
| Field Supervisor | 40 | \$23.66 | \$35.50 | \$49,212.80 | \$73,840.00 |
| Investigator (PA) | 40 | \$23.66 | \$35.50 | \$49,212.80 | \$73,840.00 |
| Office Administrator | 40 | \$23.66 | \$35.50 | \$49,212.80 | \$73,840.00 |
| Office Administrator (PA) | 40 | \$23.66 | \$35.50 | \$49,212.80 | \$73,840.00 |
| Planner | 40 | \$23.66 | \$35.50 | \$49,212.80 | \$73,840.00 |
| Program Manager | 40 | \$23.66 | \$35.50 | \$49,212.80 | \$73,840.00 |
| Public Works Office | | | | | |
| Administrator | 40 | \$23.66 | \$35.50 | \$49,212.80 | \$73,840.00 |
| Shift Supervisor | 40 | \$23.66 | \$35.50 | \$49,212.80 | \$73,840.00 |
| Urban Hydrologist | 40 | \$23.66 | \$35.50 | \$49,212.80 | \$73,840.00 |
| Fleet Operations | | | | | |
| Superintendent | 41 | \$24.26 | \$36.38 | \$50,460.80 | \$75,670.40 |
| Technology Research | | | | | |
| Operations Analyst | 41 | \$24.26 | \$36.38 | \$50,460.80 | \$75,670.40 |
| Dep. Ct. Marshal SGT | 42 | \$24.86 | \$37.30 | \$51,708.80 | \$77,584.00 |
| Alt Sentencing Court | | | | | |
| Admin | 43 | \$25.49 | \$38.23 | \$53,019.20 | \$79,518.40 |
| Associate Legal Counsel (CT) | 43 | \$25.49 | \$38.23 | \$53,019.20 | \$79,518.40 |
| Data and Performance | | | | | |
| Analyst | 43 | \$25.49 | \$38.23 | \$53,019.20 | \$79,518.40 |
| Deputy Sheriff | 43 | \$25.49 | \$38.23 | \$53,019.20 | \$79,518.40 |
| GIS Analyst II | 43 | \$25.49 | \$38.23 | \$53,019.20 | \$79,518.40 |
| GIS Programmer Analyst | 43 | \$25.49 | \$38.23 | \$53,019.20 | \$79,518.40 |
| Investigator (Sheriff) | 43 | \$25.49 | \$38.23 | \$53,019.20 | \$79,518.40 |
| Programmer Analyst | 43 | \$25.49 | \$38.23 | \$53,019.20 | \$79,518.40 |
| System Support Analyst II | 43 | \$25.49 | \$38.23 | \$53,019.20 | \$79,518.40 |
| Web Developer | | | | | |
| /Designer/ Analyst | 43 | \$25.49 | \$38.23 | \$53,019.20 | \$79,518.40 |
| Accountant II | 44 | \$26.13 | \$39.19 | \$54,350.40 | \$81,515.20 |
| County Surveyor | 44 | \$26.13 | \$39.19 | \$54,350.40 | \$81,515.20 |
| Radio Network | | | | | |
| Supervisor | 44 | \$26.13 | \$39.19 | \$54,350.40 | \$81,515.20 |
| Road Maintenance | | | | | |
| Superintendent | 44 | \$26.13 | \$39.19 | \$54,350.40 | \$81,515.20 |
| Senior Planner | 44 | \$26.13 | \$39.19 | \$54,350.40 | \$81,515.20 |

2023

11/28/2022

Pay Plan

| | | | | | |
|---|----|---------|---------|-------------|-------------|
| Elections Intern | 12 | \$11.86 | \$17.78 | \$24,668.80 | \$36,982.40 |
| Stormwater Coordinator | 44 | \$26.13 | \$39.19 | \$54,350.40 | \$81,515.20 |
| Supervisor, Court Services | 44 | \$26.13 | \$39.19 | \$54,350.40 | \$81,515.20 |
| Chief Deputy Assessor | 45 | \$26.78 | \$40.18 | \$55,702.40 | \$83,574.40 |
| Chief Deputy Collector | 45 | \$26.78 | \$40.18 | \$55,702.40 | \$83,574.40 |
| Chief Deputy Public Administrator | 45 | \$26.78 | \$40.18 | \$55,702.40 | \$83,574.40 |
| Chief Deputy Recorder | 45 | \$26.78 | \$40.18 | \$55,702.40 | \$83,574.40 |
| Chief Deputy Treasurer | 45 | \$26.78 | \$40.18 | \$55,702.40 | \$83,574.40 |
| Deputy Director, Community Services | 45 | \$26.78 | \$40.18 | \$55,702.40 | \$83,574.40 |
| Deputy Director, Emergency Management | 45 | \$26.78 | \$40.18 | \$55,702.40 | \$83,574.40 |
| Deputy Director, Facilities Maintenance | 45 | \$26.78 | \$40.18 | \$55,702.40 | \$83,574.40 |
| Project Manager | 45 | \$26.78 | \$40.18 | \$55,702.40 | \$83,574.40 |
| Court Marshal | 46 | \$27.46 | \$41.18 | \$57,116.80 | \$85,654.40 |
| Assistant County Counselor I | 47 | \$28.14 | \$42.22 | \$58,531.20 | \$87,817.60 |
| Assistant Prosecuting Attorney I | 47 | \$28.14 | \$42.22 | \$58,531.20 | \$87,817.60 |
| Associate Systems Admin | 47 | \$28.14 | \$42.22 | \$58,531.20 | \$87,817.60 |
| Asst. Manager Road Maintenance Operations | 47 | \$28.14 | \$42.22 | \$58,531.20 | \$87,817.60 |
| Civil Engineer I | 47 | \$28.14 | \$42.22 | \$58,531.20 | \$87,817.60 |
| Detention Sergeant | 47 | \$28.14 | \$42.22 | \$58,531.20 | \$87,817.60 |
| Elections Manager | 47 | \$28.14 | \$42.22 | \$58,531.20 | \$87,817.60 |
| Infrastructure Manager | 47 | \$28.14 | \$42.22 | \$58,531.20 | \$87,817.60 |
| Sergeant Senior Accountant/Financial Analyst | 48 | \$28.85 | \$43.27 | \$60,008.00 | \$90,001.60 |
| Operations Manager | 49 | \$29.57 | \$44.35 | \$61,505.60 | \$92,248.00 |
| Radio Network Manager | 49 | \$29.57 | \$44.35 | \$61,505.60 | \$92,248.00 |
| CAMA Program Manager | 50 | \$30.30 | \$45.46 | \$63,024.00 | \$94,556.80 |

Pay Plan

| | | | | | |
|---|----|---------|---------|-------------|--------------|
| Elections Intern | 12 | \$11.86 | \$17.78 | \$24,668.80 | \$36,982.40 |
| Senior Programmer Analyst | 50 | \$30.30 | \$45.46 | \$63,024.00 | \$94,556.80 |
| Senior Web Developer /Designer/ Analyst | 50 | \$30.30 | \$45.46 | \$63,024.00 | \$94,556.80 |
| Supervisor, IT (Court) | 50 | \$30.30 | \$45.46 | \$63,024.00 | \$94,556.80 |
| Assistant County Counselor II | 51 | \$31.06 | \$46.60 | \$64,604.80 | \$96,928.00 |
| Assistant Prosecuting Attorney II | 51 | \$31.06 | \$46.60 | \$64,604.80 | \$96,928.00 |
| Cybersecurity Administrator | 51 | \$31.06 | \$46.60 | \$64,604.80 | \$96,928.00 |
| Professional Civil Engineer | 51 | \$31.06 | \$46.60 | \$64,604.80 | \$96,928.00 |
| Stormwater Engineer | 51 | \$31.06 | \$46.60 | \$64,604.80 | \$96,928.00 |
| Systems Administrator | 51 | \$31.06 | \$46.60 | \$64,604.80 | \$96,928.00 |
| Deputy Director 911 | 53 | \$32.64 | \$48.96 | \$67,891.20 | \$101,836.80 |
| Detention Lieutenant | 54 | \$33.46 | \$50.18 | \$69,596.80 | \$104,374.40 |
| Lieutenant | 54 | \$33.46 | \$50.18 | \$69,596.80 | \$104,374.40 |
| Application Development and Support Manager | 55 | \$34.30 | \$51.44 | \$71,344.00 | \$106,995.20 |
| Chief Appraiser | 55 | \$34.30 | \$51.44 | \$71,344.00 | \$106,995.20 |
| Deputy Court Administrator | 55 | \$34.30 | \$51.44 | \$71,344.00 | \$106,995.20 |
| GIS Manager | 55 | \$34.30 | \$51.44 | \$71,344.00 | \$106,995.20 |
| Second Assistant Prosecuting Attorney | 55 | \$34.30 | \$51.44 | \$71,344.00 | \$106,995.20 |
| Systems and Support Manager | 55 | \$34.30 | \$51.44 | \$71,344.00 | \$106,995.20 |
| Captain | 57 | \$36.03 | \$54.05 | \$74,942.40 | \$112,424.00 |
| Detention Captain | 57 | \$36.03 | \$54.05 | \$74,942.40 | \$112,424.00 |
| Deputy Director IT | 59 | \$37.86 | \$56.78 | \$78,748.80 | \$118,102.40 |
| Chief Engineer | 60 | \$38.80 | \$58.20 | \$80,704.00 | \$121,056.00 |
| Director, Community Services | 60 | \$38.80 | \$58.20 | \$80,704.00 | \$121,056.00 |
| Director, Facilities Maint | 60 | \$38.80 | \$58.20 | \$80,704.00 | \$121,056.00 |
| Director, OEM | 60 | \$38.80 | \$58.20 | \$80,704.00 | \$121,056.00 |
| Director, Purchasing | 60 | \$38.80 | \$58.20 | \$80,704.00 | \$121,056.00 |
| First Assistant Prosecutor | 60 | \$38.80 | \$58.20 | \$80,704.00 | \$121,056.00 |
| Jail Administrator | 60 | \$38.80 | \$58.20 | \$80,704.00 | \$121,056.00 |
| Major | 63 | \$41.78 | \$62.66 | \$86,902.40 | \$130,332.80 |

2023

11/28/2022

Pay Plan

| | | | | | |
|---------------------------------------|----|---------|----------|--------------|--------------|
| Elections Intern | 12 | \$11.86 | \$17.78 | \$24,668.80 | \$36,982.40 |
| Director, HR and Risk Management | 65 | \$43.90 | \$65.84 | \$91,312.00 | \$136,947.20 |
| Director, Road Maintenance Operations | 65 | \$43.90 | \$65.84 | \$91,312.00 | \$136,947.20 |
| Director, 911 Joint Communications | 68 | \$47.27 | \$70.91 | \$98,321.60 | \$147,492.80 |
| Director, IT | 70 | \$49.66 | \$74.50 | \$103,292.80 | \$154,960.00 |
| Director, Resource Management | 70 | \$49.66 | \$74.50 | \$103,292.80 | \$154,960.00 |
| County Counselor | | \$52.18 | \$100.19 | \$108,534.40 | \$208,395.20 |

504-2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 22

County of Boone

In the County Commission of said county, on the 6th day of December 20 22

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the attached Collective Bargaining Agreement (CBA) for the County's Road & Bridge employees with LIUNA, Laborer's Local 955 Union for the 2023-2025 contract period.

The terms of the Agreement are set out in the attached and the County Commissioners are authorized to sign said Agreement.

Done this 6th day of December 2022.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Justin Aldred

Justin Aldred
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

BOONE COUNTY, MISSOURI
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA
LOCAL 955
COLLECTIVE BARGAINING AGREEMENT
2023-2025

TABLE OF CONTENTS

| | |
|--|-----------|
| 1. MANAGEMENT RIGHTS | 5 |
| 1.1 General Welfare..... | 5 |
| 1.2 Employee Numbers..... | 5 |
| 1.3 Work Schedules..... | 6 |
| 1.4 Employee Supervision..... | 6 |
| 1.5 Job Classification..... | 6 |
| 1.6 Work Assignments..... | 6 |
| 1.7 Promotion to Management Position..... | 6 |
| 1.8 Equipment Assignment..... | 6 |
| 1.9 Work Rules and Regulations..... | 6 |
| 1.10 Emergency Scheduling..... | 6 |
| 2. UNION RECOGNITION | 6 |
| 2.1 Union Representation..... | 7 |
| 2.2 Agreement Ratification..... | 7 |
| 2.3 Uncompensated Nonunion Workers..... | 7 |
| 3. GENERAL EMPLOYMENT POLICIES | 7 |
| 3.2 Seniority..... | 7 |
| 3.3 Loss of Seniority..... | 7 |
| 3.4 Grievance Procedure..... | 8 |
| 3.4.1 Supervisor Review..... | 8 |
| 3.4.2 Director Review..... | 8 |
| 3.4.3 Nonbinding Arbitration and County Commission Decision..... | 8 |
| 3.5 Voluntary Payroll Withholding for Union Dues..... | 9 |
| 3.6 Supervisors..... | 9 |
| 3.7 Union Representation..... | 9 |
| 3.8 Stewards..... | 9 |
| 3.9 Smoking..... | 9 |
| 4.0 JOB CLASSIFICATIONS | 11 |
| 5. HOURS OF WORK | 11 |
| 5.1 Work Hours..... | 11 |
| 5.2 Lunch & Breaks..... | 11 |
| 5.3 Starting and Quitting Time..... | 11 |
| 5.4 Tardiness and Absenteeism..... | 12 |
| 5.5 Job Site Reporting..... | 12 |
| 6. INCLEMENT WEATHER | 12 |
| 6.1 Assignment..... | 12 |
| 6.2 Outside Field Work..... | 12 |
| 6.3 Drinking Water..... | 12 |

| | | |
|------------|--|-----------|
| 7. | JOB POSTING/HIRING | 12 |
| 7.1 | Job Posting..... | 12 |
| 7.2 | Committee on Hiring/Promotion | 13 |
| 7.3 | Qualifying Period for Promoted Employees..... | 13 |
| 7.4 | Probationary Period for New Employees | 13 |
| 8. | COMPENSATION | 14 |
| 8.1 | Base Salary..... | 14 |
| 8.3 | Skills-based Compensation Program | 15 |
| 8.4 | Reassignment | 15 |
| 8.6 | Demotions | 15 |
| 9. | PAY PRACTICES & OVERTIME..... | 16 |
| 9.1 | Pay Period..... | 16 |
| 9.2 | Pay Day | 16 |
| 9.3 | Time Records | 16 |
| 9.4 | Overtime/Compensatory Time | 16 |
| 9.4.3 | Overtime Accrual and Compensation | 18 |
| 10. | BENEFITS..... | 19 |
| 11. | TRAVEL REIMBURSEMENTS | 20 |
| 12. | WORK INCURRED INJURY/ILLNESS..... | 20 |
| 12.1 | Injury Procedure | 20 |
| 12.2 | Time Away From Work..... | 20 |
| 13. | ANNUAL LEAVE AND HOLIDAYS | 20 |
| 14. | LEAVE OF ABSENCE WITH PAY | 20 |
| 14.5 | Education and Training..... | 20 |
| 15. | LEAVE OF ABSENCE WITHOUT PAY | 21 |
| 15.1 | Reinstatement after Leave of Absence | 21 |
| 15.2 | Continuation of Benefits | 21 |
| 15.3 | Absence Without Leave or Failure to Return to Work..... | 21 |
| 15.4 | Administrative Guidelines for Leaves in Excess of 30 Days..... | 21 |
| 16. | LAYOFFS/TERMINATION..... | 22 |
| 16.1 | Layoff..... | 22 |
| 16.2 | Termination | 22 |
| 17. | DISCIPLINARY ACTIONS..... | 23 |
| 17.1 | Progressive Disciplinary Procedure | 23 |

17.2 Special Provision for Traffic Violations 26

18. SAFETY POLICIES 27

18.1 Safety Equipment 27

 18.1.1 Seat Belts 27

 18.1.2 Safety Vests..... 27

 18.1.3 Hard Hats 27

 18.1.4 Earplugs..... 27

18.2 Safety Meetings 27

19. COUNTY VEHICLES 28

19.1 License Check 28

19.2 Usage 28

19.3 County vehicles involved in accidents 28

21. INTERPRETATION CONSISTENT WITH LAW 29

COLLECTIVE BARGAINING AGREEMENT

Now on this day the County Commission of Boone County, Missouri, (herein "County") and Laborers' International Union of North America, by and through Laborers' Local 955 office, (herein "Union"), after due deliberation, negotiations and in consideration of the mutual understandings and agreements contained herein mutually pledge themselves to make every effort to make this Agreement the means of continued good relations between the employees of the Boone County Road & Bridge Department covered by this Agreement and Boone County.

1. **MANAGEMENT RIGHTS:** Except as otherwise specifically provided in this Agreement, the County has the sole and exclusive right to exercise all the rights or functions of management, and the exercise of any such rights or functions shall not be subject to the grievance procedure. Except as there is contained in this Agreement an express provision which, properly interpreted, specifically surrenders, curtails, or limits the rights or discretion of the County, all rights, functions, and prerogatives of the County formerly exercised or which was exercisable by the County remain vested exclusively in the County. Without limiting the generality of the foregoing, these rights that are reserved include, but are not limited to the following: to plan, direct, control and determine all of the operations and services of the County; to determine the County's budget and budgetary priorities; to supervise and direct the work forces; to establish and amend the qualifications for employment, job duties, job descriptions, and to employ employees; to lay off employees; to schedule and assign work, including different shifts; to assign overtime; to determine the methods, means, organizations and number of personnel by which operations are conducted; to maintain the efficiency of County operations; to determine whether services shall be made or purchased, including the right to contract with external entities for such services; to make, alter, enforce reasonable rules, regulations, orders and policies; to evaluate employees; to discipline, suspend and discharge employees for any causes not specifically precluded by this Agreement; to change or eliminate existing methods, equipment, or facilities; to require an employee to submit to a drug or alcohol test in accordance with drug and alcohol policy established by the County; to take whatever action as may be necessary in situations of emergency; and to carry out the objectives of the County. Nothing in this Agreement shall be construed to limit managers or supervisory staff from performing bargaining unit work at any time provided it does not displace any bargaining unit employees.

The term "rights or functions of management" shall further include but not be limited to the following:

- 1.1 **General Welfare** - The right to determine safety, health, and property protection measures for the Road & Bridge Department.
- 1.2 **Employee Numbers** - The right to determine the number of employees necessary for the operation of the Road & Bridge Department.

- 1.3 **Work Schedules** - The right to establish, modify or change work schedules, including assignment of overtime. Employees may not refuse overtime assignments, except that Management may approve an excuse from an overtime assignment.
- 1.4 **Employee Supervision** - The right to direct employees, including the right to determine policy with respect to hiring, training and/or promoting of any employee.
- 1.5 **Job Classification** - The right to determine job classifications.
- 1.6 **Work Assignments** - The right to allocate and assign work to employees within the Road & Bridge Department including the right to transfer work from one position to another within a classification.
- 1.7 **Promotion to Management Position** - The right to select, promote or transfer employees to supervisory or other managerial positions.
- 1.8 **Equipment Assignment** - The right to assign equipment, vehicles, and machinery.
- 1.9 **Work Rules and Regulations** - The right to establish, modify and enforce Road & Bridge Department rules, regulations, and orders. Unreasonable work rules, regulations, and orders may be subject to the grievance procedure provided herein.
- 1.10 **Emergency Scheduling** - The right to determine "Emergency" for Scheduling work.

In addition to the management rights set out above, the County and the Union agree that certain aspects of the working conditions of employees are controlled outside the operation of this CBA and will not trigger any obligation to meet and confer under the CBA as there are adequate processes and procedures for notification and communication of any concern by the Union to the County and/or the County does not control the decisions of those bodies. This paragraph applies to the following, which may have an impact on employees under the CBA: County Employee Retirement Fund (CERF) policies and procedures; County-wide Personnel Policies (provided a union steward is included as an ex-officio member of the Personnel Advisory Committee); decisions of the Health Trust regarding health insurance benefits and premiums; workers' compensation committee policies; and policies required by the County's insurer.

2. **UNION RECOGNITION:** The County Agrees to recognize the Union as the exclusive representative of all the full-time and part-time employees in the Road & Bridge Department of Boone County, Columbia, Missouri, excluding supervisors, engineering

staff, office, and clerical employees, hereinafter referred to as "Management".

2.1 **Union Representation** - The County will not make collective bargaining agreements regarding subjects specifically covered in this document for its employees in the bargaining unit covered herein, unless it be through duly authorized representatives of the Union.

2.2 **Union Membership** - Employees are eligible to join the Union after completing their 6-month probationary period.

2.3 **Agreement Ratification** - The agreement reached between the County and the Union will be signed within thirty (30) days of being ratified by the union.

2.4 **Uncompensated Nonunion Workers** - The County agrees not to permit uncompensated persons who are not members of the bargaining unit to perform work otherwise provided by the bargaining unit which causes members of the bargaining unit to lose compensation for work time performed by such persons.

3. **GENERAL EMPLOYMENT POLICIES:** The County agrees to maintain the following general employment policies while this agreement is in effect.:

3.1 **County-wide Personnel Policies** - The County maintains a series of county-wide personnel policies that are memorialized in a Personnel Policy Manual which is maintained by the County Human Resources Department. The topics covered by those policies are, whenever possible, not addressed separately in this document, it being the intent that those policies, as adopted and amended from time to time by the County Commission, shall be applicable to all County employees.

3.2 **Seniority** - Seniority shall accumulate in the case of: a) approved leave of absence with pay, b) approved leave of absence without pay, c) layoffs less than one (1) year in length and subject to recall requirements, d) military service, provided application for reinstatement is made in accordance with current law, and e) other legitimate reasons approved by the County. Seniority shall accumulate from the first date of hire upon satisfactory completion of probationary period.

3.3 **Loss of Seniority** - An employee shall lose his seniority in the event the employee: a) retires, b) quits, c) is terminated, d) is laid off for a period in excess of twelve (12) consecutive months, e) has been granted a leave of absence and does not return at the expiration date, unless it is extended by the County, or f) is on continuous lay-off of less than one (1) year and the County directs a notice of recall to work to the employee's last known address on the County's records and the employee fails to report to work within five (5) days after being called by the County and the Union is given forty-eight (48) hours in which to locate such

employee and arrange for his reporting to work. Responsibility for informing the County of the employee's latest address and telephone number rests solely with the employee and the Union. If an employee is laid off for less than two (2) weeks, however, he shall be expected to return to work at the time specified by the County. The County may make exception to these time limits for good and sufficient reason. If an employee is rehired following a loss of seniority and employee status, he shall be considered a new employee at the time of rehire. When feasible, as determined by management, job assignment shall be made by virtue of seniority within the applicable classification.

3.4 **Grievance Procedure** - If there should arise any dispute between the County and the Union or any of the employees with reference to the proper interpretation or application of, or compliance with any of the provisions of the Agreement, such dispute shall be memorialized on forms provided by the Union, which shall be completed in their entirety and signed off on by a shop steward, which shall then be settled in the following manner:

3.4.1 **Supervisor Review** - The employee(s) having a grievance shall first take it up with the supervisor, within five (5) working days from the occurrence of the matter about which the employee(s) grieves and every reasonable effort will be made to settle the problem promptly at that point. The employee(s) may have a steward present at this meeting at their option.

3.4.2 **Management Review** - If the matter is not settled following the above meeting, a written request for further review shall be signed by the employee(s) and the Union representative and presented to Management within ten (10) working days from the occurrence of the matter about which the employee(s) grieves.

3.4.3 **Nonbinding Arbitration and County Commission Decision** - If a settlement is not reached within fifteen (15) working days after the occurrence of the matter about which the employee(s) grieves, the Union shall have the right to request a hearing before an arbitrator by serving notice on the County in writing within twenty-five (25) working days after the occurrence being grieved. The selection of the arbitrator will be made from a list of arbitrators provided by the Federal Mediation and Conciliation Service. The selection will be made by reducing the list in alternate turns. The toss of a coin shall determine the elimination sequence. Any cost of the arbitration shall be paid equally by the Union and the County. The arbitrator will make a recommendation to the County Commission who shall either accept, reject, or modify the recommendation of the arbitrator. As used in this section the term "calendar days" shall be exclusive of official County Holidays.

- 3.5 **Voluntary Payroll Withholding for Union Dues** - Employees in the bargaining unit who desire to have their regular union dues to the Union withheld from their wages may do so under the following procedure. Employees desiring to assign and to have dues withheld from their wages shall execute a "check-off" authorization and assignment on forms provided by the County. The assignment and deduction of Union dues as provided for herein will become effective the first pay period after the request and authorization is delivered to the County Clerk's office. The County is hereby authorized, upon the filing of such request and authorizations, to deduct from any net earnings due and payable to such employees the regular monthly dues as may be certified to the County by the Union. Such deduction shall be made once each pay period, and the County shall forward to the designated official of the Union, the following: a) a copy of any "check-off authorization and assignment" forms filed as provided by the Union during the preceding month, or b) a list of employees for whom the County had made a deduction showing the amount of dues deducted for each employee.
- 3.6 **Supervisors** - Supervisors shall act in a supervisory capacity but shall not be prohibited from performing any work normally performed by any other employee at the sole discretion of the supervisory staff of the Road & Bridge Department. Supervisors shall generally not perform work when nonsupervisory employees are available. The work performed by the supervisory staff shall not be such that Union members shall lose the opportunity to work overtime or on Saturday or Sunday.
- 3.7 **Union Representation** - Authorized representatives of the Union may have access to the County facilities at 780 E. Hwy 124, Hallsville, Boone County, Missouri and/or 5551 S. Tom Bass Road, Columbia, Boone County, Missouri, for a reasonable length of time during working hours for discussion with employees for the purpose of investigation or handling grievances, Agreement administration, and distribution of Union literature, but shall not hinder or interfere with the progress of work. Also, the Union representative shall make his/her presence on County facilities known to the appropriate supervisor. If a meeting is to be conducted during working hours, the Union representative shall make his/her presence known to management in advance of said meeting and the parties will cooperate to prevent any disruption to the scheduled work.
- 3.8 **Stewards** - The Union will furnish to the County and Management of the Road & Bridge Department, in writing, the names of three (3) employees designated as stewards who are authorized to act in behalf of the Union. One (1) steward upon request made to his supervisor will be granted a reasonable time to investigate any grievance during his scheduled working hours without loss of pay. He must report back to his supervisor promptly when his part in the grievance investigation has been completed.
- 3.9 **Smoking** - Smoking is specifically prohibited in all County buildings in accordance with County policies.

- 3.10 **Workplace Policies** - Employees are expected to comply with and adhere to all county-wide workplace policies. In addition, Management will share information about other county policies as they are adopted.
- 3.11 **Tool Allowance** - Each mechanic shall receive an annual tool allowance of \$1,750.00 for approved tool purchases or insurance against loss for personal tools stored on County property. Mechanics should note that personal tools are not insured against loss by the County and the mechanic bears the risk of loss for any tools. Union supports the County in transitioning to county-provided tools for new hires into the mechanic positions and phasing-out the tool allowance for any new mechanics.
- 3.12 **Clothing Allowance** – Payable in April of each year, a lump sum of \$300 per year shall be paid to each active, non-shop employee for the purpose of supplementing the costs of purchasing jeans and boots needed for the job. Employees are expected to wear 1) full length pants that are in good condition and free of large holes or tears and 2) heavy leather or leather-like boots or shoes. Shop employees shall receive a lump sum of \$825 to supplement the costs of purchasing clothes, boots, and/or uniform service due to the nature of work. All lump sum payments to employees will be taxed as a fringe benefit and will be included on the employee's W-2 tax form.

Employees may wear shorts to work with the following rules:

- Shorts must be made of denim, canvas, ripstop or other similar material. Shorts should be a solid blue, khaki, green, or brown color with no patterns and should be chino, cargo or carpenter in style. Athletic shorts, swimming trunks, spandex or other form fitting shorts are not permitted.
- Shorts should be in good condition with no visible holes or tears.
- Shorts must be 3 inches or less above the knee when standing and may not be split on the sides. An inseam of 10" or greater is required.
- Shorts must have hems. Blue jeans that are cut-off and not hemmed are not permitted.
- Sunscreen must be worn on legs when wearing shorts to prevent sunburns as a result of wearing shorts.
- Employees must have long pants readily available at work in case they are instructed to perform work that requires long pants.
 - The first offense in which an employee does not have long pants on hand to do work that requires long pants shall result in a verbal warning, the employee shall be sent home to retrieve pants, and the employee must return as quickly as possible.
 - An employee's second offense of not having long pants on hand shall result in sending the employee home to retrieve long pants, the employee must return to work as quickly as possible, and the employee shall lose the privilege of wearing shorts to work for one year starting with the date of the second offense.

- If an employee is sent home, the employee shall clock out and clock back in upon return but may supplement with vacation time per the County's vacation policy.
 - Shorts are not allowed while performing work related to brush, asphalt, crack seal, concrete pouring, or other similar duties when wearing shorts may affect the health and safety of employees.
 - It is understood that the employee makes the decision to wear shorts and accepts the added risk of injury or exposure to ticks and other pests that may occur without the direct protection of long pants.
 - Shorts are not a required uniform or protective clothing as required by the County, and the expense of purchasing and maintenance of shorts is the responsibility of the employee.
 - Management reserves the right to require long pants if injuries related to wearing shorts adversely impact the workforce or department operations.
4. **JOB CLASSIFICATIONS:** Job Classifications and descriptions shall be established and maintained in the records of the Boone County Human Resources Department. The Union shall be notified of and provided with a reasonable opportunity to comment upon any changes in job classifications, descriptions, or duties prior to implementation by County.
5. **HOURS OF WORK:** The following workday schedule shall be observed:
- 5.1 **Work Week and Work Hours** - The workweek shall begin on Monday at 12:01 a.m. and end at midnight the following Sunday. Employees will normally be scheduled to work forty hours during the established workweek. The normal workday will be from 7:00 a.m. to 3:30 p.m., Monday through Friday during the winter and 6:00 a.m. to 4:30 p.m., between Monday and Friday, during the summer.
- 5.2 **Lunch & Breaks** - Employees working a minimum of eight (8) hours regularly-scheduled in one day shall be entitled to two 15-minute breaks and a lunch period of one-half hour per day, with the specific times for such breaks and lunch period to be reasonably determined by the work schedule.
- 5.3 **Starting and Quitting Time** - Work should be scheduled so that every employee is working on an assigned job no later than 7:15 a.m. Field work will be scheduled such that crew(s) can return to the shop between 3:00 p.m. and 3:15 p.m. Time at the shop will be used to check/clean assigned equipment. Management shall confer with union stewards regarding summer/winter hours. Notice for switch to winter/summer hours shall be given at least one month in advance. Work hours may be temporarily adjusted by management outside of the change to winter/summer hours in order to accommodate unseasonable or unsafe conditions. These temporary changes in work hours shall be posted with as much

notice as practicable.

- 5.4 **Tardiness and Absenteeism** - Whenever it is necessary to be absent from work for illness or some other reason, the employee shall notify the staff supervisor no later than the start of shift on the day taken off. Any request for use of vacation leave must be accompanied with advance notice of at least 24 hours. If the staff supervisor does not receive the notification set out herein, the employee will be charged with an unauthorized absence unless Management decides, after request for review by the employee, that an emergency situation prevented calling by that time.
 - 5.5 **Job Site Reporting** - At the discretion of the supervisor, employees may be required to report to an assigned job site rather than a Road & Bridge Department facility in cases where work at a job site will exceed five working days. Employees shall not be required to travel between multiple job sites in their personal vehicles during any given day.
6. **INCLEMENT WEATHER:** The following inclement weather notices shall be observed:
- 6.1 **Assignment** - Operators assigned an area of maintenance away from their division headquarters who park their equipment at home or at a location near their home will utilize the remote timekeeping system provided at the beginning and end of their shift. At the option of the staff supervisor, he may assign the operator to work on his equipment, check his roads, or report for reassignment as requested or directed.
 - 6.2 **Outside Field Work** - Outside field work will not be assigned on days when the supervisor determines that the temperature, humidity, wind chill, or other weather conditions are not safe for outside field work. Field personnel will be reassigned to other duties on these days. It will be the responsibility of the crew leader to determine safe operating procedures and methods of completing the work when conditions are less than favorable.
 - 6.3 **Drinking Water** - The County shall furnish adequate drinking water, paper cups, and containers for work crews of three or more employees engaged in physical labor. In addition, the County will arrange for a supply of ice during the months of June, July, August, and September, as a minimum.
7. **JOB POSTING/HIRING:** The following job posting and hiring policies shall be applicable to Union employment positions:
- 7.1 **Job Posting** - Job vacancies for positions which are subject to this CBA will be filled by promotion from within the Road & Bridge Department when, in the

opinion of management, there are qualified, internal candidates. Therefore, all job vacancies within the Boone County Road & Bridge Department for positions subject to this CBA, supervisory jobs excluded, will be posted in the Road & Bridge Department building for a period of not less than three (3) working days. The posting will list job title, compensation, and minimum qualifications

- 7.2 **Participation in Hiring/Promotion Process** - One (1) union steward shall participate with supervisory/management staff in the screening of all qualified applicants as referred from the Human Resources Department. The recommendation shall be based on applicants' qualifications to perform the job, past work history/evaluations, and length of service with the County. Management shall when practicable fill the vacant position based on the committee's report and recommendation. No grievances shall be permitted for employees on probationary status.
- 7.3 **Qualifying Period for Promoted Employees** - Any employee promoted to a new position must serve a qualifying period of fifteen working (15) days in the new position. If at any time during this qualifying period it is determined by Management of the Road & Bridge Department that the employee is not qualified for the position, or if the employee determines that he/she does not wish to continue in the new position, then the employee will be returned to his/her previous position in the Road & Bridge Department. It is understood that anyone who fills a position that becomes vacant due to another employee's promotion is under a "temporary assignment" pursuant to Section 8.3 of this CBA and may be reassigned back to their former position by operation of this Section 7.3.
- 7.4 **Probationary Period for New Employees** - All new employees shall be placed on probation for six (6) months which may be extended up to an additional six (6) months at the discretion of Management of the Road & Bridge Department. Probationary employees shall receive a performance evaluation for each three-month period of probation. At any time during the probationary period an employee may be dismissed if the supervisor feels that the work performed does not meet the requirements of the position. Upon completion of the probationary period or any extension thereof, the employee shall be made a regularly scheduled employee or dismissed. Dismissal of a probationary employee shall not be subject to the grievance procedures.
- 7.5 **Crew Leader Designations** - Crew Leader status may be assigned by management in their discretion to employees if management determines that the assignment is necessary to facilitate improved crew performance. Additional employees given Crew Leader status must directly supervise at least one or more employees and shall be paid the Crew Leader premium only for hours worked in the role of Crew Leader.

All Crew Leaders must keep records for job accounting purposes. Duties shall include: on the job safety practices as stated in the employee handbook; directing other employees in performing tasks directly related to completing assigned projects, insuring that assigned equipment is maintained and used in a proper manner; and keeping job accounting records for management.

Crew leaders shall receive a \$2.00 per hour pay premium for these responsibilities as provided for above.

8. **COMPENSATION:** The new Salary Range schedule and other policies adopted in Commission Order 567-2014 and Commission Order 521-2021 (as amended by future range adjustments adopted by the County Commission as contemplated in the countywide personnel policies) are incorporated herein by reference and made a part of this Agreement, except as specifically provided for otherwise as set out in paragraph 8.1 of this Agreement.

8.1 **Base Salary** - Starting salaries will be based on the salary ranges and positions adopted in the county-wide pay plan. Salary increases shall be granted in accordance with the following general principles:

- To the extent of appropriations available for this purpose, the County will contribute 2% of an employee's salary to the CERF pension program for employees who are required to contribute 6% of their salary to that program.
- Employees will be hired into either the Road Maintenance Worker Apprentice or Road Maintenance Worker position depending on qualifications and experience.
 - New hires that lack a Class A CDL license will be hired into the Road Maintenance Worker Apprentice position.
 - Employees who are hired into the Road Maintenance Worker Apprentice position will be hired at 82.5% of the midpoint.
 - Upon successful completion of probation and any required training, the employee will receive an increase to the Flexible Hiring Rate (FHR), which is 85% of midpoint.
 - Upon successful completion of all required training and performance requirements and 1 year of service, an employee hired into a Road Maintenance Worker Apprentice position will be promoted to a Road Maintenance Worker.
 - New Hires that possess a valid Class A CDL license will be hired into the Road Maintenance Worker position.
 - Employees who are hired into the Road Maintenance Worker position will be hired at 80% of the midpoint.
 - Upon successful completion of probation and any required training, the employee will receive a salary increase up to 85% of midpoint.

- Some basic safety training will be provided for all new hires and required during the probationary period.
- Employees who are promoted shall be compensated initially with an increase equal to the base salary of the new range or 3% above their current rate, whichever is higher. Upon completion of 6 months of service in the new position, an employee below FHR who meets training and performance criteria shall receive an increase to the FHR of the new range.
- Employees eligible to receive merit increases are all those in Union-eligible positions hired prior to computing wage increases for the next fiscal year and those not currently in a probationary period or step process.
 - To the extent that appropriations are available for this purpose, eligible employees shall receive a yearly wage increase as a percentage of their wage as calculated based on established budget appropriation methods and procedures. This percentage will be decided and approved by the County Commission as part of the yearly budget process.
 - For those whose wages may fall below FHR due to a range adjustment, the employee will receive a percentage increase minus the range adjustment amount.
 - Any unallocated merit will be divided equally across all employees not on probation or part of a step program.
- An employee who is approaching the maximum pay for a range may receive an increase to bring them up to the maximum for the range, but not exceed it. Employees who are over the maximum for their range are not eligible for any increases until their salary comes under the maximum of the range as a result of periodic market studies which result in the county increasing the maximum of the range to above the employee's salary.

8.2 **Training Program** -The county shall annually fund a training program available to maintenance division employees and encourage or require participation at venues as appropriate, but employees shall not receive salary increases solely for completion of training. All employees shall be eligible to participate in training opportunities, regardless of salary status. Refusal to attend training as directed may disqualify an employee from receiving a salary increase.

8.3 **Reassignment** - Employees may from time to time be reassigned up or down from their present job classification. The reassigned employee shall receive the same pay as his/her present job classification; provided, however, that if the employee is reassigned to higher job classification, he/she shall receive a 3% pay premium for each forty (40) hours in a pay period he/she works at the higher classification; employees will be eligible for the premium pay in the event the pay period includes a holiday and/or a safety day.

8.4 **Demotions** - It may become necessary to demote an employee who can no longer fulfill the responsibilities of their present position or in the case of reclassification

or elimination of a currently filled position. Demotions are not to be used as a disciplinary measure. Compensation will be determined in accordance with the Flexible Transfer Policy approved in Commission Order 567-2014.

9. **PAY PRACTICES & OVERTIME:** The following policies shall be applicable to payroll and overtime compensation:

9.1 **Pay Period** - The pay period is as set out in the county-wide personnel policies.

9.2 **Pay Day** - Will be as determined by the County Commission on a bi-weekly schedule as suggested by the Boone County Clerk annually.

9.3 **Time Records** - Time records are required to be maintained as per the county-wide personnel policies.

9.4 **Overtime/Compensatory Time** - It is agreed that the County is both capable and desirous of paying employees overtime compensation required under the FLSA and would not permit employees to accumulate or use compensatory time-off except for the Union's request that the Maintenance Division employees be permitted to accrue compensatory time-off in lieu of overtime pay. Accordingly, the provisions in this agreement as they relate to payment of overtime compensation and accrual of compensatory time-off have been specifically bargained for and are agreed to be a fair and reasonable compromise of each of the parties' position on appropriate compensation for overtime work. In order to accommodate the Union's request that overtime compensation be in the form of compensatory time-off, as well as the County's request that overtime compensation be in the form of cash compensation, the parties agree to the following provisions:

9.4.1 **Overtime Accrual** - Employees must be authorized by their supervisor to work overtime; overtime hours shall be calculated by 1.5 the employee's regular rate of pay and either paid or credited to the employee's compensatory time accrual under the terms and conditions specified in 9.4.2. Overtime shall accrue based upon actual hours worked in excess of 40 hours during the work week as defined in section 5.1 except that paid time off for holidays, pre-scheduled sick leave (arranged with at least seven (7) calendar days of advanced notice), and bereavement leave (arranged with as much advance notice as is practical), will count as time worked for purposes of computing overtime. Employees, if use of sick leave is appropriate under the Countywide Personnel Policies, may use sick leave in 1-hour blocks as time worked for purposes of computing overtime if said sick leave was arranged with at least seven (7) calendar days of advanced notice. Work during Family Holidays and work on Sundays shall automatically be paid at the 1.5 overtime rate regardless of

hours worked during the work week. Family Holidays shall be 12:00 a.m. to 11:59 p.m. on the following: New Year's Day (January 1), Memorial Day (third Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25). Overtime on any job shall be allocated as evenly as possible, allowing all qualified employees to do the work. In order to facilitate an equitable system of granting overtime work, the County shall establish and maintain an overtime roster offering overtime work based upon seniority among the persons within the same job classification and tracked on the basis of: a) called but not available, b) called but work declined, c) called on and worked, and d) called but unable to contact at employee provided number.

Three general categories of overtime can be identified: a) overtime required at the end of a shift to complete work in progress, b) planned overtime which is overtime that can be anticipated and scheduled prior to the beginning of the work shift (may apply to snow or flood events when weather forecasts are used to anticipate staffing needs), and c) overtime that results from being called upon to respond to an unanticipated emergency. Call outs are most commonly needed to a) remove fallen trees or limbs that are blocking the road or causing a hazard, b) to address washouts resulting from heavy rain, and c) to place signs needed to warn of hazards or to replace missing regulatory signs.

Overtime will be assigned as follows:

Overtime at the end of a shift – When additional time beyond the normally scheduled shift has been authorized to complete a task, those employees who have been actively engaged in performing the task throughout the regular workday will be the employees who remain on the job to complete the assignment.

Planned Overtime -To respond to snow events, flood events and other situations that allow for some advance planning, the Manager or On-Call Supervisor will determine the number of employees needed and any specialized skills/equipment that might be required. With this information, a voluntary sign-up sheet will be established. If there are more volunteers in any category than needed, seniority will determine which are granted overtime. Conversely, if more employees are needed in a particular category than volunteer, assignments will be made based on reverse seniority.

Snow Events – As a recurring seasonal duty of the MO Department, shift assignments will be established at the beginning of the snow season. Employees will have an opportunity to indicate their preferred shift.

Assignments will then be made based on seniority and stated preference, except that junior employees who have not previously worked a snow event, may be assigned to the day shift for a limited period of time in order to become familiar with their routes prior to working a night snow shift.

Emergency Call Out Overtime

In order to balance the need to respond to emergency situations as expediently as possible and grant overtime work as equitably as possible, the following decision tree will be utilized when assigning overtime for emergency call outs:

- a) Specialized Equipment Needed for Task (i.e. motor grader, bucket truck, mower, sign truck, lowboy, etc.) – the initial roster will consist of those employees currently operating the specified equipment in their usual job assignments.
- b) Location of emergency – When specialized equipment is required, the operator assigned to the piece of equipment which services the emergency location will first be called to respond. If that operator is unavailable, operators from the closest surrounding territories will be called. Seniority will determine which operator is called if territories are of similar distance to the emergency location. A generally equitable distribution of territorial assignments should naturally result in an equitable distribution of overtime among operators of specialized equipment. If the equipment needed is not assigned to a particular territory, seniority among operators of the specified equipment will determine order of roster.

Employees called back to work after clocking out and leaving the premises shall be entitled to three hours pay for the call back regardless of time worked during the first three hours. The hours paid for call back shall not be credited toward hours “worked” in the week for overtime purposes; only actual hours worked shall be used for computing overtime hours. If an employee is called back to work and then leaves and is called back again within the original three (3) hour call back time period, such employee shall be paid only for the initial three (3) hours plus any time worked in excess of the minimum hours.

- 9.4.2 **Compensatory Time-off Accrual and Compensation** - Employees permitted to accrue and use compensatory time-off in lieu of overtime pay may accrue and use compensatory time during each calendar year. Compensatory time-off in lieu of overtime pay may be banked up to a total of 80 hours during the same calendar year by each employee who so notifies the County in writing; otherwise, overtime time shall be paid as earned and accrued. Any compensatory time-off banked during the same calendar year which is not used shall be paid to the employee at the end of

the same calendar year as cash overtime pay; provided, however, any employee having accrued unused compensatory time-off may redeem same for cash at any time upon written request to the County Clerk. If the employee's compensatory time accrual is at 60 hours, the employee shall be compensated by FLSA overtime pay which shall be computed by multiplying the excess hours worked over 40 hours for the workweek by 1.5 times the employee's current hourly rate and shall be paid to the employee no later than the next regular pay day after time sheets are submitted to the County Clerk. Accrued but unused compensatory time accumulated at the time the employee separates from service with the County shall be paid at a rate of pay equal to the greater of either the hourly rate at the time of termination or the average of the previous three (3) years hourly rates. Accrued and unused compensatory time accumulated as of December 31 of each year shall be paid in full the first payday following January 1. Accumulated compensatory time may be taken off at the employee's request under the same policies governing use of vacation (annual leave), and when it would not be unduly disruptive of department operations or create a hardship for the department.

9.4.3 **Night Work Pay Premium** – Employees required to work between the hours of 7 p.m. and 5 a.m. shall receive an additional \$2.00 per hour for all such hours worked regardless of overtime status or day of week in which it is worked. This premium will not apply to any newly created position which may include these hours in the regular shift.

9.4.4 **Shift Completion Pay** – In order to treat employees in an equitable manner regardless if they are assigned day or night shifts during storm events, the County agrees to the following:

- The County will strive to offer each employee 8 hours of compensated work time for each Monday – Friday (Call Back hours are included in calculating whether 8 hours has been offered to the employee);
- If 8 hours is not offered on any Monday – Friday, the County will grant “shift completion” pay equal to the employee’s regular rate of pay for each additional hour needed to total 8 hours of compensation for the day;
- Shift completion hours will count toward “hours worked” for purposes of calculating the 40-hour work week.

10. **BENEFITS:** The County maintains a program of employee benefits. This program is equally available to all regular employees of Boone County and are explained in separate, staff benefit materials. Changes, additions, or deletions to the employee benefits programs are not covered under this document and any such changes, additions or

deletions will be equally applicable to all County employees.

11. **TRAVEL REIMBURSEMENTS:** As per the county-wide personnel policies.

12. **WORK INCURRED INJURY/ILLNESS:** Any employee who is injured in the course of and arising out of his employment or who incurs an occupational disease compensable under the Missouri Workmen's Compensation Act shall be referred to as "an injured employee".
 - 12.1 **Injury Procedure** - Injured employees shall abide by the following procedures: An employee injured on the job and requiring medical attention may be referred to qualified medical care as provided by the County Workers' Compensation provisions. In case of an emergency, the nearest medical help shall be solicited. It is the responsibility of the employee to report immediately, but no later than 24 hours, to the division head or supervisor under whom he works, all injuries arising out of and in the course of his employment, regardless of the nature, severity, or cause. The supervisor and employee shall complete necessary written reports as required to Risk Management within 24 hours, but no later than three (3) working days.

 - 12.2 **Time Away From Work** - Handled as per the county-wide personnel policies for absences and accrual of vacation and sick leave.

13. **ANNUAL LEAVE AND HOLIDAYS:** Holidays will be handled as per the county-wide personnel policies applicable to all county employees. As amended by Commission Order 210-2007, employees will be compensated for 10 hours of pay for holidays or bereavement leave which occurs during the periods where they are assigned to a workweek schedule consisting of four (4), ten (10)-hour days. The use of annual leave in excess of five (5) days should be scheduled at least ten (10) days in advance or in the case of an emergency by notifying the supervisor; annual leave less than three (3) days shall be scheduled at least one (1) day in advance except in cases of emergency and shall be subject to the operational needs of the department. Priority in scheduling annual leave shall be based upon seniority and advance notice of time periods for annual leave. It should be noted that per Commission Order 61-2004, authorized annual leave with a 10-day notice will count toward the 40-hour work week for overtime computation purposes.

14. **LEAVE OF ABSENCE WITH PAY:** All leaves of absences with pay shall be handled as per the county-wide personnel policies except as specifically provided for below.
 - 14.1 **Education and Training** - Employees may be granted leave of absence with pay to

attend seminars, conferences and short-term classes which are job related. It is the general policy that if a training school or course is offered which will benefit an employee on his job, as well as the County, the County will pay the enrollment fee, plus other necessary expenses related to the training. (Expense reimbursements must be approved in advance by Management of the Road & Bridge Department and may be subject to other County policies.)

15. **LEAVE OF ABSENCE WITHOUT PAY:** The County provides eligible employees unpaid, job protected leave in accordance with the FMLA as outlined in County Personnel Policies 5.1(a). In addition, the following policies shall be applicable to unpaid leaves of absence when the matter at issue is not controlled by the FMLA. The following policies shall be applicable to unpaid leaves of absence: a leave of absence without pay may be granted when the requirements of the department permit and when such leave is for prolonged illness or injury extending beyond accumulated vacations or sick leave, maternity cases, or for any exceptional personal reason if recommended by the departmental supervisor or County Commission. A request for leave of absence must be presented in writing to the department supervisor at least one week in advance of the leave specifying reasons for leave and length of leave. No leave of absence without pay shall be approved until all accrued annual leave and compensatory leave has been used. All leaves of absence without pay of thirty (30) calendar days or more must be approved by the County Commission. Leaves of absence of less than thirty (30) days may be handled as an excused absence by the Management of the Road & Bridge Department.

- 15.1 **Reinstatement after Leave of Absence** - Upon expiration of a leave of absence, the employee shall be eligible for reinstatement to his former position or to one of similar requirements and compensation subject to the following conditions: a) should a position not be available at the time of return to work, the leave of absence may be extended until such time as a position for which the employee is qualified becomes available, and b) failure to return to work upon expiration of the leave of absence or when a position becomes available shall result in termination of employee's services.

Employees returning from a leave of absence of less than thirty (30) days duration will be returning to their former position. Any position changes will be handled by the layoff procedure.

- 15.2 **Continuation of Benefits** - Continuation of benefits during leaves of absence will be as per the County-wide personnel policies (5.6 and 5.7).
- 15.3 **Absence Without Leave or Failure to Return to Work** - No employee may be absent from duty without permission from his immediate supervisor. An employee absent for three days without notice shall be considered resigned, or have his employment terminated without notice as of his last day of actual employment.
- 15.4 **Administrative Guidelines for Leaves in Excess of 30 Days** - A leave of

absence may be granted for a period not to exceed one year. Each quarter management will review the status of the employee and employee will report to management his status. Extensions of approved leaves of absence, not to exceed an additional one (1) year must be approved by the County Commission, with quarterly review as stated above.

16. **LAYOFFS/TERMINATION AND OTHER PERSONNEL COST-SAVING MEASURES:** The following policies shall be applicable to Union employee work layoffs and employment termination:

16.1 **Layoff** - Management may lay off employees when necessary due to changes in duties or lack of work or funds. When a layoff is required, it will be based on length of service with the County. Such layoff will not be considered to be disciplinary action. More senior employees whose positions are being affected by layoff will have the option of down-grading to a lower job classification or upgrading to a higher job classification (if qualified). A two-week written notice of layoff will be given by the County to regular employees except in the case of an emergency. However, persons employed on the seasonal or temporary employment basis may, at the time they are employed, be given a verbal statement as to when the date of employment is expected to end, and this will serve as their notice of a layoff date and will meet the requirement of notification. Rehires will be affected in the reverse order of layoff provided qualifications are adequate. "Qualified" for this purpose will mean that the employee has previously held the job or can perform the job satisfactorily within a period of ten (10) days, as determined by management.

16.2 **Termination** - Employees may be terminated for just cause subject to the grievance procedure, resign or terminate due to death. To resign in good standing, an employee shall submit his/her resignation in writing at least two (2) weeks before the effective date of his/her resignation. Upon the death of an employee, designated survivors and/or the estate of the deceased employee shall receive the employee's final payroll check including eligible, accumulated leave. The official date of termination shall be the date of the employee's last day in attendance of work. All employees who leave the service of the County for any reason shall receive all pay which may be due to them, with the following qualifications: a) Employees who leave before completing their six (6) months' probation shall not be entitled to any vacation pay, b) Permanent employees who terminate will be paid for all time actually worked, vacation pay, and earned compensatory time, and c) Final payment to the employee shall be made at the County's next regular pay period, unless a written request is submitted by the employee to the County payroll clerk for payment within 24 hours.

16.3 **Other Personnel Cost-Saving Measures** - The County Commission reserves the

right to direct the Management of Road & Bridge to impose systemic furloughs, reduced scheduling or other cost-saving measures when deemed necessary by the County Commission due to budgetary concerns. These procedures will not be employed by the Management of Road & Bridge without specific direction from the County Commission, after consultation with Union.

17. **DISCIPLINARY ACTIONS:** It is the County's general practice not to make an unwarranted dismissal or termination. From time to time, it may be necessary to enforce the County's rules fairly and consistently. Violation of rules could result in disciplinary action according to the frequency, seriousness and circumstances. The County shall not terminate or suspend any regular full-time employee without just cause. The County shall provide the employee a pre-termination meeting and notify the employee in writing of the termination. A copy of the termination notice will be mailed to the Union office.

- 17.1 **Progressive Disciplinary Procedure** - The following Schedule of Disciplinary Actions indicates the action(s) which will be taken for various rule violations. All violations will be provided to the employee in written form. Employees, at their option, will have the opportunity of meeting with their supervisor, Management of the Road & Bridge Department, or his/her designated representative and another employee or steward of their choice to discuss the violation. Offenses other than those specifically listed will result in disciplinary action consistent with the severity of the violation as determined by management. Length of time that has passed between violations will be considered in determining appropriate discipline.

(Schedule of Disciplinary Actions on Next Page)

SCHEDULE OF DISCIPLINARY ACTIONS

| VIOLATION | 1ST OFFENSE | 2ND OFFENSE | 3RD OFFENSE |
|--|--|-------------|-------------|
| Assault on supervisor or another employee | Discharge | | |
| Drinking alcoholic beverages or being under the influence while on duty | Discharge | | |
| Illegal drug use or being under the influence of illegal drugs while on duty | Discharge | | |
| Falsifying department records | Discharge | | |
| Theft of property from department or other employee | Discharge | | |
| Loss of a Required CDL | Discharge | | |
| Harassment in violation of County Personnel Policy 6.11 | Discharge or other discipline as advised by legal counsel based upon nature of offense | | |
| Threatening or intimidating other employees or supervisor | Written Warning | Suspension | Discharge |
| Removal of department records | Discharge | | |

| VIOLATION | 1ST OFFENSE | 2ND OFFENSE | 3RD OFFENSE |
|---|--------------------|--------------------|--------------------------|
| Fighting or attempting to provoke a fight while on duty | 10-day suspension | Discharge | |
| Discourteous treatment of public | Written Warning | 3-day suspension | Discharge |
| Intentional misuse or abuse of department property | 3-day suspension | Discharge | |
| Disregard of safety rules | 3-day suspension | 10-day suspension | Discharge |
| Failure to wear specified safety equipment | Verbal Warning | Written Warning | Discharge |
| Insubordination by refusing a supervisor's order | 3-day suspension | Discharge | |
| Sleeping while on duty | 3-day suspension | Discharge | |
| Deliberately restricting individual or crew performance | Written Warning | Suspension | Discharge |
| Smoking in unauthorized area | Verbal Warning | Written Warning | Discharge |
| Unauthorized absence | Written warning | 3-day suspension | Discharge |
| Failure to follow specified job instructions | Verbal Warning | Written Warning | Suspension/ Discharge |

| VIOLATION | 1ST OFFENSE | 2ND OFFENSE | 3RD OFFENSE |
|--|--|---------------------|--------------------|
| Inability or unwillingness to work harmoniously with other employees | Written Warning | 3-day suspension | Discharge |
| Pattern of unexcused lateness | Verbal Warning | Written Warning | 3-day Suspension |
| Shorts Policy Violation | See CBA Policy 3.12 | See CBA Policy 3.12 | |
| Pattern of stretching breaks or otherwise wasting time | Verbal Warning | Written Warning | 3-day Suspension |
| Deficient Performance | <p>An immediate Performance Review and Job Review will be performed. A mutual course of action will be determined by the employee and management.</p> <p>Ex. Additional training as might be required to correct deficiencies. 30-day probationary period to correct performance deficiencies. Reassignment to another position. Discharge if deemed to be only remedy.</p> | | |

*****NOTE: ALL SUSPENSIONS WILL BE WITHOUT PAY.*****

17.2 **Special Provision for Traffic Violations** - If an employee is convicted of violating the traffic laws of any state, county, or city while operating a County vehicle and such conviction results in the assessment of one or more points on the employee's Missouri Department of Revenue driving record, then said employee shall take a defensive driving course. The fee for said course will be paid by the employee who shall be reimbursed by the County when the employee has successfully completed the course, provided, however, that if the employee is convicted of a violation for defective County-owned motor vehicle equipment or for an over-dimension County-owned vehicle, then the County will reimburse the employee for the fine and court costs for such violation, not require the employee to take a defensive driving course due to the violation, and assist the employee in having his driving record corrected if points are erroneously assessed due to such violation.

18. **SAFETY POLICIES:** All County employees shall be responsible for implementation of job assignments in the safest manner possible. Prime consideration shall always be given to safety in operation. All County employees shall be thoroughly familiar with safety requirements and practices for their respective assignments, actively participate in safety practices, and immediately report unsafe or potentially dangerous conditions and accidents or injuries to their supervisors.

Horseplay, wrestling, practical jokes, or any hazing of co-workers constitutes a violation of safety practices and shall be cause for appropriate disciplinary action. Employees shall also report any moving traffic violations while driving a County vehicle to his/her immediate supervisor as soon as possible and not more than within three days. Failure to do so will result in disciplinary action.

Safety features of Road & Bridge equipment will be utilized, and safe operating procedures will be observed as necessary for the maximum safety of the employee and the public.

- 18.1 **Safety Equipment** - The following notices concerning safety equipment shall be applicable:

18.1.1 **Seat Belts** - All personnel, regardless of status, who operate, or ride as a passenger in, a County vehicle equipped with seat belts shall have the seat belts in proper use and operation when the said vehicle is in motion.

18.1.2 **Safety Vests** - All personnel, regardless of status, shall wear an approved safety vest or approved HI-VIS shirt at any time they are outside their County vehicle and exposed to traffic or in a work zone.

18.1.3 **Hard Hats** - All personnel, regardless of status, shall wear an approved hard hat at any time they are outside of their vehicle and within the confines of an established work zone where work is actively OR routinely performed overhead. An established work zone shall be defined as the entire area between any traffic control devices which are located nearest the work area. In addition, hard hats shall be worn in areas where head protection is required by OSHA or any other safety regulations. All personnel will be expected to observe any work areas not specified in this policy and wear hard hats where any overhead activity is being actively or routinely performed.

18.1.4 **Earplugs** - Personal Safety Equipment such as earplugs, safety glasses, etc. will be utilized as necessary for the maximum safety of the employee.

- 18.2 **Safety Training** - All employees are required to take part in safety training opportunities upon reasonable notice. Absences from safety training held during normal working hours will be considered unauthorized unless approved in writing by Management of the Road & Bridge Department. Absences will be evaluated on a case by case basis. Safety training shall be regularly scheduled.

19. **COUNTY VEHICLES:** The following policies shall be applicable to use of county vehicles:
- 19.1 **License Check** - Employees must sign a release annually authorizing the appropriate County staff to perform a license check of the employees driving record.
- 19.2 **Usage** - All employees who drive County equipment must have a valid Missouri Driver's License and any other licenses(s) that might be required by law for the performance of their normally assigned duties. All Road & Bridge employees will normally travel to and from work sites in a County vehicle. No persons other than County employees are permitted to ride in a County vehicle unless approved by Management of the Road & Bridge Department. No personal vehicle will be used unless approved by the supervisor and/or the Management of the Road & Bridge Department. County employees may use their assigned vehicle to stop for a coffee or soda break, or for lunch, as long as the place where they are stopping is not out of their way. No private use of a County vehicle is allowed.
- 19.3 **County vehicles involved in accidents** - In case of an accident involving a County owned vehicle, the employee or the affected supervisor must notify the appropriate traffic enforcement agency as soon as possible. The employee shall obtain, if possible, the name and address of the party/parties involved and any witness(es). The circumstances of the accident should not be discussed with anyone. Employees who are involved in an accident while driving a County vehicle, that is his/her fault, will be required to take the Defensive Driving Course. The employee will pay the full enrollment fee and upon the successful completion of the course, the County will reimburse the employee the full enrollment fee. The course will be taken on the employee's own time.
- 19.4 **Driving Privileges / Substance Abuse** - An individual's driving habits indicate the level of risk which may be incurred by the County while the individual is operating motorized equipment in an official capacity. Any employee who drives a motor vehicle or operates equipment on county roads may do so only so long as the employee has a valid motor vehicle operator's license or commercial driver's license as may be required by law. Subject to County alcohol and controlled substance testing rules, the County Commission through the Management of the Road & Bridge Department may reassign to a non-driving position any employee whom it reasonably believes has a substance abuse problem and require that such employee obtain a substance abuse evaluation and/or counseling or such other treatment as may be recommended by a licensed psychologist, physician, or other professional as may be mutually agreed upon, as condition to maintaining employment with the Road & Bridge Department and/or returning to a driving position.
- 19.5 **Distracted Driving** – Employees shall avoid activities that cause distractions from driving while operating County vehicles.


20. **NONAPPROPRIATION:** Notwithstanding any other provision herein to the contrary, all obligations of the County under this CBA which require the expenditure of funds are conditioned upon there being a sufficient, unencumbered balance of funds appropriated for that purpose.
21. **INTERPRETATION CONSISTENT WITH LAW:** The provisions of this Collective Bargaining Agreement shall in all respects conform with and be construed to conform with all applicable federal, state and local laws. Notwithstanding any provision of this CBA, should there be a change in federal, state or local laws, or a change in the requirements of the County's insurance provider, the new provision of federal, state or local law, or the new requirement of the County's insurer, shall prevail and control over any contrary provisions in this CBA.
22. **TERM AND RENEWAL:** This CBA shall be in effect from January 1, 2023 through December 31, 2025 and shall continue in full force and effect on a three (3) year basis thereafter unless written notice to change, revise, or terminate this Collective Bargaining Agreement is served by either party upon the other party sixty (60) days prior to the ending date of this Collective Bargaining Agreement. Should the County elect at least two (2) new Commissioners, they may, at their option, open up the Collective Bargaining Agreement for discussion by serving written notice to the Union within ninety (90) days following their taking office. Either party may submit written notice to change, revise, or terminate this agreement and submit in question; provided, however, that in the event timely written notice to change, revise, or terminate this Collective Bargaining Agreement is served on either party, negotiations pursuant thereto shall commence no earlier than the first day of October of the year in question.

IN WITNESS WHEREOF the undersigned have hereunto executed this agreement this

6th day of December 2022.

**LIUNA, LABORERS' LOCAL UNION 955
COMMISSION**

By 
David Riney
Business Manager, Local 955

By 
Brandon Flinn, Business Manager
Missouri and Kansas Laborers' District Council

BOONE COUNTY


Daniel K. Atwill
Presiding Commissioner

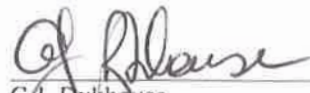

Justin S. Aldred
District I Commissioner


Janet M. Thompson
District II Commissioner

ATTEST:


Brianna L. Lennon
Clerk of the County Commission

APPROVED AS TO FORM:


C.J. Dykhouse
County Counselor

565-2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

December Session of the October Adjourned

Term. 20 22

County of Boone

In the County Commission of said county, on the 6th day of December 20 22

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the attached settlement Agreement with the Missouri Attorney General regarding Missouri One Call.

The terms of the Agreement are set out in the attached and the Presiding Commissioner is authorized to sign said Agreement.

Done this 6th day of December 2022.

ATTEST:

Brianna L. Lennon

Brianna L. Lennon
Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Justin Aldred

Justin Aldred
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

SETTLEMENT AGREEMENT

This Settlement Agreement is made by and among the Missouri Attorney General's Office ("Attorney General"), and the County of Boone, by and through its Boone County Road and Bridge Department ("Boone County"). This agreement is deemed to be executed on the date this document is signed and dated by the Attorney General's Office.

Under the Missouri Underground Facility Safety and Damage Prevention Act ("the Act"), any person conducting excavation in Missouri must contact the Missouri One Call System, Inc. at least two business days before conducting the excavation. The Attorney General has received a complaint alleging that Boone County violated § 319.026.1, RSMo at 6180 N. Gregory Dr., Columbia, Missouri 65202 on February 9, 2022.

The Attorney General and Boone County enter into this agreement to settle all claims that could be made against Boone County for alleged violations of the Act occurring on February 9, 2022 at 6180 N. Gregory Dr., Columbia, Missouri 65202.

The Attorney General, and Boone County agree as follows:

1. This Agreement shall apply to and be binding on the parties signing this Agreement, as well as their agents, subsidiaries, affiliates, and lessees, including the officers, agents, servants, corporations and any persons acting under, through, or for the parties.

2. Boone County settles these claims without admitting liability or fault, and agrees to pay \$1,000.00 as a civil penalty. Out of that \$1,000.00, Boone County agrees to pay \$500.00 immediately by mailing a \$500.00 check made payable to the “*State of Missouri, Boone County*” and the signed Settlement Agreement to:

Collections Specialist
Missouri Attorney General’s Office
P.O. Box 899
Jefferson City, MO 65102-0899

The Attorney General’s Office and Boone County agree that the remaining \$500.00 of the civil penalty will be suspended on the condition that:

- a. Boone County commits no further violations of the Act during a two-year period following execution of this Settlement Agreement;
- b. Within two weeks of execution of this Settlement Agreement, all managers and supervisors of the Boone County Road & Bridge Department, consisting of one (1) Director, two (2) Road Superintendents, and two (2) Supervisors, must complete the online Missouri One Call Systems Damage Prevention Awareness Course and take the quizzes at the end of each section. All managers and supervisors of Boone County must achieve a passing score on each quiz and obtain a certificate of completion. A printed copy of the certificate of completion for each manager and supervisor must be mailed to the address in Paragraph 4, below, along with an indication that they are submitting the certificate as an employee of Boone County. To access the online Missouri One Call Systems Damage Prevention Awareness Course, go

to <https://mocs.dpacdn.training/>. Each Boone County manager and supervisor must register a username and password through the testing site. The online training and quizzes must be retaken until a passing test score is achieved by all;

c. All managers and supervisors of the Boone County Road & Bridge Department, consisting of one (1) Director, two (2) Road Superintendents, and two (2) Supervisors, must attend training sponsored by the Missouri One Call System, Inc. Within one month of the entry of this agreement, Boone County must contact the Missouri One Call Systems, Inc. to schedule the date of training. The sponsored training must be completed within six months of entry of this agreement. Once training is scheduled, Boone County must provide the date of training to the Attorney General's One Call Unit by e-mail at OneCallUnit@ago.mo.gov. K & D must take the attached form to the training and have the form completed by an employee of Missouri One Call System, Inc., indicating each manager and supervisor has completed the training. The completed form must be mailed to the address in paragraph 4, below.

3. Boone County must pay the suspended penalty if Boone County fails to complete a term of this Agreement, or commits another violation of the Act within two years after signing this agreement. If the \$500.00 suspended penalty ever becomes due, Boone County must pay it within 15 days of written demand by the

Attorney General, by check made payable and delivered in the manner provided in paragraph 2 above. The collection of the suspended penalty does not bar the Attorney General from pursuing separate penalties under § 319.045, RSMo for violations of the Act.

4. Boone County must submit the material required by Paragraphs 2.b and 2.c to:

Stephanie Grathwohl
Missouri Attorney General's Office
P.O. Box 899
Jefferson City, MO 65102-0899

5. The Attorney General agrees not to bring or cause to be brought any civil action against Boone County for penalties arising out of the violations of the Act referenced above, as long as Boone County complies with this agreement.

6. Boone County agrees to comply with the Act and, in particular, not to violate § 319.026.1, RSMo in all future operations in the state of Missouri.


7. The terms stated herein constitute the entire and exclusive agreement of the signing parties. There are no other obligations of the parties. This agreement can only be modified in writing.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as follows:

[Signatures follow on next page.]

BOONE COUNTY, MISSOURI

By: Boone County Commission


Daniel K. Atwill, Presiding Commissioner


ATTEST:


Brianna L. Lennon, County Clerk

APPROVED:


Greg Edington, Boone County R&B Director

APPROVED AS TO FORM:


CJ Dykhouse, County Counselor

Auditor Certification:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of said appropriation sufficient to pay the costs arising from this contract.

 
June Pitchford, Auditor Date
by BU

**ERIC S. SCHMITT
Attorney General**

By:

/s/ Caleb Harmon
Caleb Harmon, Bar No.: 74054
Assistant Attorney General
Missouri Attorney General's Office
PO Box 899
Jefferson City, Missouri 65102
(314) 340-4795
Caleb.harmon@ago.mo.gov

Dated: 11/28/22

**One Call Training Attendance Verification Form
For Boone County Road and Bridge**

Please print, except where a signature is required.

Training Date: _____

Training Location: _____

| Employee Name (Please Print): | Employee Signature: |
|-------------------------------|---------------------|
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I am verifying that the Boone County Road and Bridge employee(s) listed above have attended the training at the location and on the date listed above.

One Call Employee Name: _____

One Call Employee Signature: _____

NOTICE: False statements are a class B misdemeanor and punishable by up to six months in prison. § 575.060, RSMo.

5166-2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 22

In the County Commission of said county, on the 6th day of December 20 22

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby enter into the record, a Proclamation honoring Daniel K. Atwill on his retirement from Boone County Government.

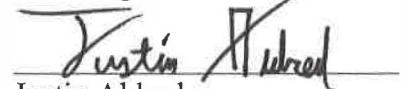
Done this 6th day of December 2022.

ATTEST:

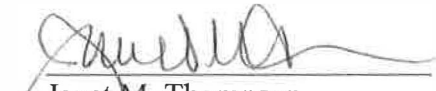

Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

567-2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 22

In the County Commission of said county, on the 6th day of December 20 22

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby enter into the record, a Proclamation honoring Nora Dietzel on her retirement from Boone County Government.

Done this 6th day of December 2022.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner

508-2022

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

December Session of the October Adjourned

Term. 20 22

In the County Commission of said county, on the 6th day of December 20 22

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby enter into the record, a Proclamation honoring June E. Pitchford on her retirement from Boone County Government.

Done this 6th day of December 2022.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Justin Aldred
District I Commissioner



Janet M. Thompson
District II Commissioner