Planning District Commission

Regional Vision ▪ Collaborative Leadership ▪ Professional Service

Thomas Jefferson Planning District Commission
Finance/Executive Committee
Tuesday, September 17, 2024, at 1:30 pm
ALL-VIRTUAL

AGENDA

Join Zoom Meeting:
https://us02web.zoom.us/j/83791247451
Meeting ID: 837 9124 7451 **By call-in:** 1 (301) 715-8592

1. **Call to Order**
   a. Call to Order, Roll Call – *Chair O'Brien, Ruth Emerick* 1:30 – 1:32
   b. Read Notice of Electronic Meeting – *Ruth Emerick*

New Business

2. **Finance/Executive Committee Meeting Schedule** – *Christine Jacobs*
   a. November 7, 2024, 5:45 – 6:45 pm – Draft Audit Review 1:32 – 1:35
   b. February 6, 2025, 5:15-6:45 pm –
      i. Personnel Handbook Updates/Fiscal Impact
      ii. Financial Procedures/Policy
      iii. Financial Targets/Policy (Net Quick Assets, Unrestricted Cash on Hand, and Capital Reserve)
      iv. Classification/Compensation Plan
   c. May 1, 2025, 5:15 – 6:45 pm
      i. FY25 Pre-Audit
      ii. FY26 Draft Budget
      iii. Additional Policy Updates
3. **FY24 Pre-Audit –** *Laura Green, David Foley*
   a. Robinson, Farmer, Cox Associates Engagement Letter 1:35 – 1:50
   b. Proposed FY 24 Audit Timeline
4. *** Procurement Policy** – *Ruth Emerick* 1:50 – 1:55
   a. Staff Memo
   b. Draft Procurement Policy – Marked-Up Version
   c. Draft Procurement Policy – Clean Version
   ***Proposed Action:** Staff recommends that the Finance/Executive Committee recommend to the full Commission approval of the proposed changes to the TJPDC Procurement Policy, with latitude for staff to make additional technical and clarifying changes to the document.
5. **Handbook Updates** – *Laura Greene, David Blount*
   a. Staff Memo 1:55 – 2:10
   b. Draft Employee Handbook – Marked-Up Version
   c. Draft Employee Handbook – Clean Version
   ***Proposed Action:** Staff recommends that the Finance/Executive Committee recommend to the full Commission approval of the proposed changes to the TJPDC Employee Handbook, with the understating that review by TJPDC legal counsel is forthcoming and with latitude for staff to make additional technical and clarifying changes to the documents.
6. **FY26 Draft Budget**
   a. Local Contributions Discussion/Analysis – *Christine Jacobs* 2:10 – 2:25
   b. Draft FY26 Budget Totals, Revenues, Local Contributions

401 East Water Street ▪ Post Office Box 1505 ▪ Charlottesville, Virginia 22902-1505
Telephone (434) 979-7310 ▪ **Fax** (434) 979 1597 ▪ **Virginia Relay Users:** 711 (TDD) ▪ **email:** info@tjpdc.org ▪ **web:** www.tjpdc.org

Proposed Action: Staff recommends that the Finance/Executive Committee recommend to the full Commission adoption of the FY26 Projected Budget with revisions, as discussed and agreed upon.

7. Staff Updates 2:25

8. ADJOURN 3:00

** Designates Items to be Voted On*

NOTICE OF ELECTRONIC MEETING

This meeting of the Thomas Jefferson Planning District Commission is being held pursuant to *Code of Virginia Subsection C of* § **2.2-3708.3**, which allows a public body to hold all-virtual public meetings. The meeting is being held via electronic video and audio means through Zoom online meetings and is accessible to the public. The method for holding this meeting shall not change unless a new meeting notice is provided. Should the electronic transmission fail, you may reach out to the TJPDC at remerick@tjpdc.org.

Notice has been provided to the public through notice at the TJPDC offices, to the media, web site posting and agenda.

The meeting is held pursuant to the Remote Electronic Participation and All-Virtual Meeting policy as adopted by the Commission on July 25, 2024. The meeting minutes will reflect that the meeting was held by electronic communication means, and the type of electronic communication means by which the meeting was held.

A recording of the meeting will be posted at www.tjpdc.org within 10 days of the meeting.

TJPD Commissioners – Finance Executive Committee Members	
Tony O'Brien, Chair	Fluvanna County
Michael Payne, Vice Chair	City of Charlottesville
Keith Smith, Treasurer	Fluvanna County

TJPDC Staff	
Christine Jacobs	Executive Director
David Blount	Deputy Director
Ruth Emerick	Chief Operating Officer
Laura Greene	Finance Director

TJPDC fully complies with Title VI of the Civil Rights Act of 1964 in all programs and activities. TJPDC provides reasonable accommodations for persons who require special assistance to participate in public involvement opportunities. For more information, to request language translation or other accommodations, or to obtain a Discrimination Complaint Form, contact Lucinda Shannon at (434) 979-7310, lshannon@tjpdc.org or visit the website www.tjpdc.org.

September 10, 2024

Ms. Christine Jacobs, Executive Director
Thomas Jefferson Planning District Commission
401 East Water Street
Charlottesville, VA 22902

Dear Ms. Jacobs:

We are pleased to confirm our understanding of the services we are to provide Thomas Jefferson Planning District Commission for the year ended June 30, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements of Thomas Jefferson Planning District Commission as of and for the year ended June 30, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Thomas Jefferson Planning District Commission's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Thomas Jefferson Planning District Commission's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis
2) Schedules related to pension and OPEB funding

Audit Scope and Objectives (Continued)

We have also been engaged to report on supplementary information other than RSI that accompanies the Commission's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

1) Supporting Schedules
1) Schedule of expenditures of federal awards

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the *Specifications for Audits of Authorities, Boards, and Commissions* issued by the Auditor of Public Accounts of the Commonwealth of Virginia; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit (Continued)

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Management Override of Controls
- Implementation of new accounting pronouncements

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresent-tation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

Audit Procedures—Internal Control (Continued)

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Thomas Jefferson Planning District Commission's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Thomas Jefferson Planning District Commission's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on Thomas Jefferson Planning District Commission's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

<u>Other Services</u>

Financial Statement and SEFA Preparation

We will also assist in preparing the financial statements, schedule of expenditures of federal awards (SEFA), and related notes of Thomas Jefferson Planning District Commission in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes, and other items listed below. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for financial statements, schedule of expenditures and federal awards and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures and federal awards and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures and federal awards and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Other Services (Continued)

Virginia Retirement System Examination

We will examine management's assertion that the census data reported to the Virginia Retirement System ("VRS") by the Thomas Jefferson Planning District Commission during the year ended June 30, 2024, is complete and accurate. The objectives of our examination are to (1) obtain reasonable assurance about whether management's assertion that the census data reported to the VRS is free from material misstatement based on the requirements to be met by participants in the VRS as defined by the VRS and the Board of Trustees' plan provisions as mandated in the Code of Virginia Section 51.1-136; and (2) to express an opinion as to whether management's assertion that the census data reported to the VRS is fairly stated, in all material respects.

Our examination will be conducted in accordance with attestation standards established by the AICPA. Accordingly, it will include examining, on a test basis, management's records and other procedures to obtain evidence necessary to enable us to express our opinion. We will issue a written report upon completion of our examination. Our report will be addressed to Thomas Jefferson Planning District Commission and the Auditor of Public Accounts of the Commonwealth of Virginia. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or may withdraw from this engagement.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards.

We will plan and perform the examination to obtain reasonable assurance about whether management's assertion that the census data reported to the VRS is free from material misstatement, based on the requirements to be met by participants in the VRS as defined by the VRS and the Board of Trustees' plan provisions as mandated in the Code Section of Virginia Section 51.1-136. Our engagement will not include a detailed inspection of every transaction and cannot be relied on to disclose all material errors, known and suspected fraud, noncompliance with laws or regulations, or internal control deficiencies, that may exist. However, we will inform you of any known and suspected fraud, noncompliance with laws or regulations, internal control deficiencies identified during the engagement and uncorrected misstatements that come to our attention, unless clearly trivial.

We understand that you will provide us with the information required for our examination and that you are responsible for the accuracy and completeness of that information. We may advise you about appropriate criteria or assist in the preparation of the subject matter, but the responsibility for the subject matter remains with you.

Management is responsible for the presentation of the census data described above in accordance with the requirements described above; and for selecting the criteria and determining that such criteria are suitable, will be available to intended users, and are appropriate for the purpose of the engagement. Management is responsible for, and agree to provide us with, a written assertion about whether the presentation of the census data described above is presented in accordance with the requirements described above. Failure to provide such an assertion will result in our withdrawal from the engagement. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the measurement, evaluation, or disclosure of the subject matter; (2) additional information that we may request for the purpose of the examination; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence.

At the conclusion of the engagement, you agree to provide us with certain written representations in the form of a representation letter.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America, with the oversight of those charged with governance; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review.

Responsibilities of Management for the Financial Statements and Single Audit (Continued)

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to [include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management’s views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

As an attest client, Robinson, Farmer, Cox Associates cannot retain your documents on your behalf. This is in accordance with the ET 1.295.143 of the *AICPA Code of Professional Conduct*. Thomas Jefferson Planning District Commission is responsible for maintaining its own data and records.

Engagement Administration, Fees, and Other (Continued)

ShareFile is used solely as a method of exchanging information and is not intended to store Thomas Jefferson Planning District Commission's information. At the end of the engagement, Robinson, Farmer, Cox Associates will provide Thomas Jefferson Planning District Commission with a copy (in an agreed-upon format) of deliverables and data related to the engagement.

Upon completion of the engagement, data and other content will either be removed from the ShareFile portal or become unavailable to Robinson, Farmer, Cox Associates within a reasonable time frame as determined by our internal record retention policy.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

The audit documentation for this engagement is the property of Robinson, Farmer, Cox Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a regulator or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Robinson, Farmer, Cox Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the granting agency. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

David E. Foley is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit in October 2024 and to issue our reports upon approval and receipt of required signed representations.

Our fee for these services for the year ended June 30, 2024, will be as follows:

Commission Audit with Uniform Guidance	$	18,700
Tobacco Commission		4,400
Total	$	23,100

Our fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoice for these fees will be rendered upon completion and is payable on presentation.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to management and those charged with governance of Thomas Jefferson Planning District Commission. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to Thomas Jefferson Planning District Commission and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

ROBINSON, FARMER, COX ASSOCIATES

David E. Foley
Certified Public Accountant
Member

RESPONSE:

This letter correctly sets forth the understanding of Thomas Jefferson Planning District Commission.

By: ____________________________________

Title: ____________________________________

September 10, 2024

Ms. Christine Jacobs, Executive Director
Thomas Jefferson Planning District Commission
401 East Water Street
Charlottesville, VA 22902

Dear Ms. Jacobs:

The following is the proposed audit timeline for the FY 24 Audit:

Week of September 30th through October 4th – Conduct onsite audit fieldwork

October 21st – Issue first draft of audit report

October 31st – Issue updated draft of audit report that includes MD&A and any changes from management

November 7th – Present draft of audit report to Finance Committee and Commission

November 30th – Issue final audit report

November 30th – Upload and complete Federal Clearinghouse Submission

CHARLOTTESVILLE OFFICE:
STREET ADDRESS
530 Westfield Road
Charlottesville, Virginia 22901
Phone: (434) 973-8314
Fax: (434) 974-7363

MAILING ADDRESS
P.O. Box 6580
Charlottesville, Virginia 22906
E-mail: rfc@rfca.com
Website: www.rfca.com

Thomas Jefferson
Planning District Commission
Regional Vision ▪ Collaborative Leadership ▪ Professional Service

MEMO

September 11, 2024

TO: TJPDC Finance/Executive Committee

FROM: Ruth Emerick, Chief Operating Officer

RE: Procurement Policy revisions

Purpose: To consider and approve needed changes to the TJPDC procurement policy.

Background: The TJPDC, as a political subdivision of the Commonwealth of Virginia, is required to follow the Virginia Public Procurement Act (VPPA) and the Government Accounting Standards Board (GASB) principles. The TJPDC adopted Purchase Procedures in 2007, created and adopted a Procurement Policy in 2015, amended the TJPDC Bylaws (including the amount of purchase authority) in 2017, and adopted Guidelines for the Public-Private Education and Infrastructure Act (PPEA) in 2022. As changes to the VPPA and internal staff transitions have occurred, and the nature of the work the TJPDC undertakes has shifted to reflect the current needs of our member jurisdictions, staff have identified several needed changes to the Procurement Policy for alignment with VPPA and to reduce unnecessary administrative burden.

The proposed Procurement Policy replaces all prior Procurement Policies and Purchasing Procedures, but leaves in place the PPEA Guidelines, which are to be used under very specific conditions. Several revisions for clarity have been made, along with more substantial changes, including:

1. Adding a definitions section (see section IV)
2. Aligning the purchase authority with the TJPDC Bylaws and VPPA (section II.d)
3. Streamlining the approval process for micro and small purchases (section III.f)
4. Aligning the types of procurement with VPPA (sections V.b.iii-vii)

Attached to this memo are 1) a marked-up version showing proposed additions and deletions to the Policy, and 2) a clean version incorporating all of the changes being proposed at this time.

Recommendation: Staff recommends that the Finance/Executive Committee recommend to the full Commission approval of the proposed changes to the TJPDC Procurement Policy, with latitude for staff to make additional technical and clarifying changes to the document.

401 East Water Street ▪ Post Office Box 1505 ▪ Charlottesville, Virginia 22902-1505
Telephone (434) 979-7310 ▪ **Fax** (434) 979 1597 ▪ **Virginia Relay Users:** 711 (TDD) ▪ **email:** info@tjpdc.org ▪ **web:** www.tjpdc.org

Thomas Jefferson Planning District Commission
Procurement Policy

DRAFT - September 11, 2024

I. PURPOSE~~:~~

~~I.~~ The purpose of this Procurement Policy is to establish procedures for staff of the Thomas Jefferson Planning District Commission (TJPDC) to follow in connection with the purchase of goods and services. This policy is designed to ensure the timely and efficient acquisition of goods and services at reasonable cost, consistent with good business practices, and to assure full and open competition among vendors interested in doing business with the TJPDC. This policy contains written standards of conduct covering conflicts of interest and governs the performance of employees engaged in the selection, award, and administration of contracts. This policy replaces all prior procurement policies and purchasing procedures of the TJPDC. This does not replace the guidelines for the Public-Private Education and Infrastructure Act of 2002 (PPEA), which is of a different nature.

Formatted: Indent: Left: 0.25", Don't add space between paragraphs of the same style, No bullets or numbering

Formatted: Font: Not Bold

II. GOVERNING REQUIREMENTS~~:~~

a. State Procurement Policy: As a public body, TJPDC is subject to the provisions of the Virginia Public Procurement Act~~ as amended July 1, 2015~~.

b. Federal Uniform Requirements: Much of TJPDC's funding has a federal source. TJPDC shall procure all goods and services paid for with federal funds in a manner consistent with the Federal government's Office of Management and Budget (OMB) Uniform Guidance: Administrative Requirements, Costs Principles and Audit Requirements for Federal Awards, 2 CFR Chapter I, Chapter II, Part 200, *et al* (commonly referred to as the Omni Circular or Super Circular).

Formatted: Font: Italic

c. Grantor Specific Requirements: If any specific grantor~~s~~ mandates conditions or requirements that are more specific or restrictive than those set forth within this Policy, TJPDC will comply with the grantor's conditions and requirements.

d. Commission Bylaws and Directives: Per the TJPDC Bylaws, ~~A~~all individual payments of a regular and recurring nature and payments of a special or nonrecurring nature less than or equal to $100,000 shall be authorized with approval of the annual budget or project resolution by the Commission, with the Chair or T~~t~~reasurer and the E~~e~~xecutive D~~d~~irector authorized to approve such payments. In addition, all individual payments of a special or nonrecurring nature in excess of $100,000 shall be approved by the Commission by project resolution or by individual expenditure approval. The Commission may also take formal action to provide authorization, funding, instructions, delegations of authority, conditions, or requirements specific to a particular procurement transaction.

III. GENERAL PROVISIONS~~:~~

a. Equal Opportunity: Staff responsible for purchasing shall take affirmative steps to assure that small and minority firms and women's businesses are solicited wherever they are potential qualified sources. Staff shall also consider the feasibility of dividing total requirements into smaller tasks or ~~quantities, or~~quantities or setting delivery schedules in such a way as to facilitate participation by small and minority firms and women's businesses, when permitted.

b. Basis of Payment: The basis of payment (fixed price, unit price, hourly rate, etc.) shall be appropriate to the specific procurement and ~~spelled out in any invitation for bids or request for proposals and~~ must be specified in the final contract between the TJPDC and a contracting party. Cost plus a percentage of cost and percentage of construction cost methods of contracting are specifically prohibited where Federal funds are to be used.

Formatted: Font: Not Bold

Formatted: Font: Not Bold

c. Written Authorization: Whatever purchase or procurement method is used, a written contract and Notice to Proceed signed by both the TJPDC and the Contractor or a Purchase Order signed by the TJPDC ~~signed by the TJPDC and the Contractor~~ is necessary and must be in place before the TJPDC is under an obligation to pay for goods or services. All contracts must include reference to the RFP, the submitted winning proposal, any mutually agreed changes to the scope, basis of payment, and TJPDC Terms and Conditions as binding.

d. Intergovernmental Agreements: TJPDC may enter into ~~state and local~~ intergovernmental agreements, such as MOAs, with other public bodies to promote the cost-effective use of shared services. Intergovernmental agreements may be utilized without a formal procurement process.

~~d.~~

e. Documentation: TJPDC shall maintain records sufficient to detail the history of all procurements.

f. Approval: All purchases for goods and services between $1,000 and $100,000 shall be approved by the Chief Operating Officer, Deputy Director, or Executive Director. All purchases for goods and services more than $100,000 shall be approved by the Executive Director.

IV. DEFINITIONS

a. Goods: All material, equipment, supplies, printing and automated data processing hardware and software.

b. Services: Any work performed by an independent contractor wherein the service rendered does not consist primarily of the acquisition of equipment or materials or the rental of equipment of materials and supplies.

c. Responsible bidder or offeror: A vendor who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will ensure good faith performance, and who has been prequalified, if required.

d. Responsive bidder: A vendor who has submitted a bid which conforms in all material respects to the invitation for bids.

e. Professional Services: Work performed by an independent contractor within the scope of the practice of accounting, actuarial services, architecture, land surveying, landscape architecture, law, dentistry, medicine, optometry, pharmacy, or professional engineering.

f. Nonprofessional Services: Any services not specifically identified as a professional service.

g. Vendor: A natural person, corporation, partnership, sole proprietorship, joint venture or other entity, other than a governmental entity, who has goods or services for sale, and a faith-based organization who has goods or services for sale for programs funded by a block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Public Law § 104-193), and participates in the procurement processes identified in this manual. A vendor includes, in the appropriate context, a bidder, offeror or contractor.

~~a.~~

~~IV.~~V. SELECTION OF CONTRACTORS

a. ~~Full~~ Free and Open Competition: All of TJPDC's procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, free and open competition.

b. Methods of Procurement: TJPDC will implement one of the following methods to select a supplier or contractor:

   i. Micro-purchases: Supplies or services with an aggregate dollar amount no more than $10~~3~~,000 may be awarded without competitive quotes, so long as TJPDC considers the price to be fair and reasonable. To the extent practicable, TJPDC will distribute micro-

Page 2 of 6

Formatted: Underline
Formatted: Underline
Formatted: Normal, No bullets or numbering
Formatted: Font: Bold, No underline
Formatted: Font: Bold
Formatted
Formatted: No underline
Formatted: No underline
Formatted: No underline
Formatted: Underline
Formatted: Font: (Default) Times New Roman
Formatted: Font: (Default) Times New Roman
Formatted: Font: (Default) Times New Roman
Formatted: Underline
Formatted: Font: (Default) Times New Roman
Formatted: No underline
Formatted: No underline
Formatted: Underline
Formatted: No underline
Formatted: Indent: Left: 0.25", Numbered + Level: 2 + Numbering Style: a, b, c, … + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 0.75"
Formatted: No underline
Formatted: Normal, No bullets or numbering
Formatted: Not Highlight
Formatted: Font: Not Bold
Formatted: Font: Not Bold

purchases among qualified suppliers. Micro-purchases above $1,000 must be approved by the Chief Operating Office, Deputy Director, or Executive Director.

ii. Small Purchases: These provisions apply to simple and informal purchases of single or term contracts for goods and services, including single or term contracts for nonprofessional services, up to $100,000, or professional services, up to $~~8~~60,000, in the aggregate or the sum of all phases~~, and non-transportation related construction with an aggregate cost not expected to exceed $100,000~~.

~~1.~~ $10~~3~~,001 ~~$10,000: Obtain preliminary approval to proceed from Executive Director. Purchase through a state contract vendor or solicit two written proposals. The solicitation shall be in writing and shall contain sufficient detail to allow accurate pricing of the goods or services to be procured. If a simple description of goods or services will not be sufficient, a Statement of Work (SOW) shall be included as part of the solicitation of quotes. Where a SOW is necessary, it shall be accompanied by a list of factors that will be used to evaluate responses. The Program or Project Manager shall confirm that the price paid is fair and reasonable, with documentation of the determination included with the procurement records.~~

~~2.~~1. ~~More than $10,00~~ to $100,000~~0~~: Obtain approval of the ~~Commission pursuant to the Commission Bylaws~~ Chief Operating Officer, Deputy Director, or Executive Director. If the aggregate or sum of all phases is expected to exceed $80,000 for professional services, competitive negotiation must be utilized instead. Otherwise, ~~P~~purchase through a state contract vendor, ~~or~~ solicit four written proposals/quotes, or utilize formal procurement. ~~The~~ Any solicitation shall be in writing and shall contain sufficient detail to allow accurate pricing of the goods or services to be procured. If a simple description of goods or services will not be sufficient, a Statement of Work (SOW) shall be included as part of the solicitation of quotes. Where a SOW is necessary, it shall be accompanied by a list of factors that will be used to evaluate responses. Documentation of each solicitation, and any written quotes received in responses, shall be placed in the contract file. Use of GSA and other state or local government purchasing schedules, as a source of contractors to be solicited, is encouraged.

iii. Competitive ~~Sealed~~ Sealed and Unsealed Bidding: This method is used for construction and procurement of goods and services under the following conditions: a complete, adequate, and realistic specification or purchase description is available, two or more responsible bidders are willing and able to compete, the procurement lends itself to a fixed price contract, and the selection of the successful bidder can be made principally on the basis of price. Unsealed Bidding is allowed for purchases from $10,001 to $100,00. Over $100,000, the bids must be sealed. The process for competitive ~~sealed~~ bidding shall include the following:

1. Issue and publicize an Invitation to Bid (IFB) containing or incorporating by reference the specifications and contractual terms and conditions applicable to the procurement, and a statement of any requisite qualifications of potential contractors.
2. Public notice of the IFB must be made for at least 10 days prior to the date set for receipt of bids. Notification shall include posting on the Virginia Department of General Services' central electronic procurement website, eVA. In addition, TJPDC may publish in a newspaper of general circulation and solicit bids directly from potential contractors, including certified businesses selected from a list made available by the Virginia Department of Small Business and Supplier Diversity.

Formatted: Not Highlight

Formatted: Not Highlight

Formatted: Not Highlight

Formatted: Font: Not Bold

Formatted: Font: Not Bold

3. Staff will p~~P~~erform a cost or price analysis to make an independent estimate prior to receiving proposals for purchases over $100,000.
4. Public opening and announcement of all bids received.
5. Evaluate the bids based on the requirements in the Invitation to Bid.
6. Contracts must be awarded to the lowest priced responsive and responsible bidder. When the terms and conditions of multiple awards are so provided in the Invitation to Bid, awards may be made to more than one bidder.

iv. Competitive Unsealed Request For Proposals: This method is used for procurement of good and services under the following conditions: a realistic set of requirements is available, two or more responsible bidders are willing and able to compete, the procurement lends itself to a fixed price or cost-reimbursement contract, and the selection of the successful offeror can be made principally on the basis of overall value. The process for competitive procurement shall include the following:

1. Issue and publicize a Request for Proposals (RFP) containing or incorporating by reference the requirements and contractual terms and conditions applicable to the procurement, and a statement of any requisite qualifications of potential contractors.
2. Public notice of the RFP must be made for at least 10 days prior to the date set for receipt of proposals. Notification shall include posting on the Virginia Department of General Services' central electronic procurement website, eVA. In addition, TJPDC may publish in a newspaper of general circulation and solicit proposals directly from potential contractors, including certified businesses selected from a list made available by the Virginia Department of Small Business and Supplier Diversity.
3. Staff will perform a cost or price analysis to make an independent estimate prior to receiving proposals for purchases over $100,000.
4. Evaluate the proposals based on the requirements in the Request for Proposals.
5. Contracts must be awarded to the highest scoring responsive and responsible offeror. When the terms and conditions of multiple awards are ~~so~~ provided in the Request for Proposals, awards may be made to more than one offeror.

~~6.~~

~~iv.~~v. Competitive Negotiation: This method is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids or unsealed RFP. This method must be used for professional services over $80,000. ~~If used, t~~The process shall include:

1. Issue and publicize a formal Request for Proposal (RFP), identifying all evaluation factors and their relative importance. Public notice is required at least 10 days prior to the date set for receipt of bids.
2. Solicit proposals directly from at least four qualified sources.
3. Perform a cost or price analysis to make an independent estimate prior to receiving proposals.
4. Evaluate the proposals following a written procedure for conducting a technical review of the proposals and for selecting recipients.
5. For goods, non-professional services, and insurance, selection shall be made of two or more offerors deemed to be fully qualified and best suited on the basis of the factors in the RFP, including price ~~is~~ if so stated in the RFP. Negotiations shall then be conducted with each offeror selected. After negotiations, TJPDC shall select the

Formatted: Indent: Left: 0.88", Hanging: 0.44"

Formatted: Indent: Left: 0.75", No bullets or numbering

Formatted: Font: Not Bold

Formatted: Font: Not Bold

offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the RFP, awards may be made to more than one offeror. Should TJPDC determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified that the others under consideration, a contract may be negotiated and awarded to that offeror.

6. For professional services ~~(work performed by independent contractors within the scope of practice of architecture, landscape architecture, and engineering services under federal contracts, plus accounting, actuarial, land surveying, law, dentistry, medicine, optometry, and pharmacy for state-funded contracts)~~, individual discussions will be held with two or more offerors deemed fully qualified, responsible and suitable based on the evaluation factors in the RFP. The RFP shall not request estimates of man-hours or cost for services. Negotiations shall then be conducted, beginning with the offeror ranked first. If a satisfactory contract can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. If the terms and conditions for multiple awards are included in the RFP, TJPDC may award contracts to more than one offeror.

~~v.~~vi. ~~Non-Competitive Proposals~~Sole Source or Emergency Procurement: Non-competitive procurement soliciting a proposal from only one source is limited to circumstances when the item is available only from a single source, and/or the public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation, and/or competition is determined inadequate after solicitation of a number of sources. The following process is required:

1. TJPDC will prepare a written notice/request documenting the basis for non-competitive procurement~~, and submit this to the awarding agency~~.
2. Perform a cost or price analysis to make an independent estimate prior to receiving the proposal.
3. For Federal funding, the awarding agency or pass-through entity expressly authorizes non-competitive proposals.
4. For state funding, the written notice shall be posted on the Virginia Department of General Services' central electronic procurement website, eVA. In addition, TJPDC may publish in a newspaper of general circulation on the day it awards or announces its decision to award the contract, whichever occurs first.
5. Documentation shall be included in the contract file.

~~vi.~~vii. Joint and Cooperative Procurement:

1. The TJPDC may participate in or conduct a joint procurement agreement in conjunction with one or more of its member localities for the purpose of combining requirements to increase efficiency or reduce administrative expenses in the acquisition of good, services, or construction. Joint procurement may include contracts for architectural or professional engineering services related to multiple construction projects provided that:
   a. Projects require similar experience and expertise.
   b. The nature of the projects is clearly identified in the Request for Proposal.

Formatted: Font: Not Bold

Formatted: Font: Not Bold

2. The TJPDC may purchase from another public body's contract or from the contract of the Metropolitan Washington Council of Governments or the Virginia Sheriffs' Association even if it did not participate in the request for proposal or invitation to bid, if the request for proposal or invitation to bid specified that the procurement was a cooperative procurement being conducted on behalf of other public bodies, except for:

a. Contracts for architectural or engineering services; or

b. Construction.

~~c. The fee for a single project shall not exceed $100,000~~

~~d. The sum of all contracts performed in a one-year contract term shall not exceed $6 million.~~

~~2. Competitive negotiations for professional services may result in awards to more than one offeror, as stated in the Request for Proposal, provided that procedures are established for distributing multiple projects among the selected contractors during the contract term. Procedures shall prohibit requiring the selected contractors to compete for individual projects on price.~~

~~vii.~~viii. Cancelation or Rejection: A request for proposals may be canceled or any or all proposals rejected when doing so is in the best interests of the TJPDC. Any such determination must be documented in writing with the business reasons for the cancelation or rejection stated.

~~V.~~VI. CONFLICT OF INTEREST~~:~~

a. No Conflict: No employee, officer or agent of the TJPDC shall participate in the procurement of goods or services if he or she has a real or apparent conflict of interest. A conflict would arise if the employee, officer or agent, or any members of his or her immediate family, his or her partner, has a financial or other interest in or a tangible personal benefit from a firm considered for the contract.

b. Disciplinary Action: Violation of the conflict of interest policy constitutes unsatisfactory work performance. Per TJPDC's Employee Handbook, the following kinds of disciplinary action may be taken, depending upon the circumstances: oral admonishment, written reprimand, suspension, demotion or dismissal.

Formatted: Indent: Left: 1.38", Add space between paragraphs of the same style

Formatted: Font: Not Bold

Formatted: Font: Not Bold

Thomas Jefferson Planning District Commission
Procurement Policy

DRAFT - September 11, 2024

I. PURPOSE

The purpose of this Procurement Policy is to establish procedures for staff of the Thomas Jefferson Planning District Commission (TJPDC) to follow in connection with the purchase of goods and services. This policy is designed to ensure the timely and efficient acquisition of goods and services at reasonable cost, consistent with good business practices, and to assure full and open competition among vendors interested in doing business with the TJPDC. This policy contains written standards of conduct covering conflicts of interest and governs the performance of employees engaged in the selection, award, and administration of contracts. This policy replaces all prior procurement policies and purchasing procedures of the TJPDC. This does not replace the guidelines for the Public-Private Education and Infrastructure Act of 2002 (PPEA), which is of a different nature.

II. GOVERNING REQUIREMENTS

a. State Procurement Policy: As a public body, TJPDC is subject to the provisions of the Virginia Public Procurement Act.

b. Federal Uniform Requirements: Much of TJPDC's funding has a federal source. TJPDC shall procure all goods and services paid for with federal funds in a manner consistent with the Federal government's Office of Management and Budget (OMB) Uniform Guidance: Administrative Requirements, Costs Principles and Audit Requirements for Federal Awards, 2 CFR Chapter I, Chapter II, Part 200, *et al* (commonly referred to as the Omni Circular or Super Circular).

c. Grantor Specific Requirements: If any specific grantor mandates conditions or requirements that are more specific or restrictive than those set forth within this Policy, TJPDC will comply with the grantor's conditions and requirements.

d. Commission Bylaws and Directives: Per the TJPDC Bylaws, all individual payments of a regular and recurring nature and payments of a special or nonrecurring nature less than or equal to $100,000 shall be authorized with approval of the annual budget or project resolution by the Commission, with the Chair or Treasurer and the Executive Director authorized to approve such payments. In addition, all individual payments of a special or nonrecurring nature in excess of $100,000 shall be approved by the Commission by project resolution or by individual expenditure approval. The Commission may also take formal action to provide authorization, funding, instructions, delegations of authority, conditions, or requirements specific to a particular procurement transaction.

III. GENERAL PROVISIONS

a. Equal Opportunity: Staff responsible for purchasing shall take affirmative steps to assure that small and minority firms and women's businesses are solicited wherever they are potential qualified sources. Staff shall also consider the feasibility of dividing total requirements into smaller tasks or quantities or setting delivery schedules in such a way as to facilitate participation by small and minority firms and women's businesses, when permitted.

b. Basis of Payment: The basis of payment (fixed price, unit price, hourly rate, etc.) shall be appropriate to the specific procurement and must be specified in the final contract between the TJPDC and a contracting party. Cost plus a percentage of cost and percentage of construction cost methods of contracting are specifically prohibited where Federal funds are to be used.

c. Written Authorization: Whatever purchase or procurement method is used, a written contract and Notice to Proceed signed by both the TJPDC and the Contractor or a Purchase Order signed by the TJPDC is necessary and must be in place before the TJPDC is under an obligation to pay for goods or services. All contracts must include reference to the RFP, the submitted winning proposal, any mutually agreed changes to the scope, basis of payment, and TJPDC Terms and Conditions as binding.

d. Intergovernmental Agreements: TJPDC may enter into intergovernmental agreements, such as MOAs, with other public bodies to promote the cost-effective use of shared services. Intergovernmental agreements may be utilized without a formal procurement process.

e. Documentation: TJPDC shall maintain records sufficient to detail the history of all procurements.

f. Approval: All purchases for goods and services between $1,000 and $100,000 shall be approved by the Chief Operating Officer, Deputy Director, or Executive Director. All purchases for goods and services more than $100,000 shall be approved by the Executive Director.

IV. DEFINITIONS

a. Goods: All material, equipment, supplies, printing and automated data processing hardware and software.
b. Services: Any work performed by an independent contractor wherein the service rendered does not consist primarily of the acquisition of equipment or materials or the rental of equipment of materials and supplies.
c. Responsible bidder or offeror: A vendor who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will ensure good faith performance, and who has been prequalified, if required.
d. Responsive bidder: A vendor who has submitted a bid which conforms in all material respects to the invitation for bids.
e. Professional Services: Work performed by an independent contractor within the scope of the practice of accounting, actuarial services, architecture, land surveying, landscape architecture, law, dentistry, medicine, optometry, pharmacy, or professional engineering.
f. Nonprofessional Services: Any services not specifically identified as a professional service.
g. Vendor: A natural person, corporation, partnership, sole proprietorship, joint venture or other entity, other than a governmental entity, who has goods or services for sale, and a faith-based organization who has goods or services for sale for programs funded by a block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Public Law § 104-193), and participates in the procurement processes identified in this manual. A vendor includes, in the appropriate context, a bidder, offeror or contractor.

V. SELECTION OF CONTRACTORS

a. Free and Open Competition: All of TJPDC's procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, free and open competition.

b. Methods of Procurement: TJPDC will implement one of the following methods to select a supplier or contractor:

   i. Micro-purchases: Supplies or services with an aggregate dollar amount no more than $10,000 may be awarded without competitive quotes, so long as TJPDC considers the price to be fair and reasonable. To the extent practicable, TJPDC will distribute micro-purchases among qualified suppliers. Micro-purchases above $1,000 must be approved by the Chief Operating Office, Deputy Director, or Executive Director.

ii. Small Purchases: These provisions apply to simple and informal purchases of single or term contracts for goods and services, including single or term contracts for nonprofessional services, up to $100,000, or professional services, up to $80,000, in the aggregate or the sum of all phases.

1. $10,001 to $100,000: Obtain approval of the Chief Operating Officer, Deputy Director, or Executive Director. If the aggregate or sum of all phases is expected to exceed $80,000 for professional services, competitive negotiation must be utilized instead. Otherwise, purchase through a state contract vendor, solicit four written proposals/quotes, or utilize formal procurement. Any solicitation shall be in writing and shall contain sufficient detail to allow accurate pricing of the goods or services to be procured. If a simple description of goods or services will not be sufficient, a Statement of Work (SOW) shall be included as part of the solicitation of quotes. Where a SOW is necessary, it shall be accompanied by a list of factors that will be used to evaluate responses. Documentation of each solicitation, and any written quotes received in responses, shall be placed in the contract file. Use of GSA and other state or local government purchasing schedules, as a source of contractors to be solicited, is encouraged.

iii. Competitive Sealed and Unsealed Bidding: This method is used for construction and procurement of goods and services under the following conditions: a complete, adequate, and realistic specification or purchase description is available, two or more responsible bidders are willing and able to compete, the procurement lends itself to a fixed price contract, and the selection of the successful bidder can be made principally on the basis of price. Unsealed Bidding is allowed for purchases from $10,001 to $100,00. Over $100,000, the bids must be sealed. The process for competitive bidding shall include the following:

1. Issue and publicize an Invitation to Bid (IFB) containing or incorporating by reference the specifications and contractual terms and conditions applicable to the procurement, and a statement of any requisite qualifications of potential contractors.
2. Public notice of the IFB must be made for at least 10 days prior to the date set for receipt of bids. Notification shall include posting on the Virginia Department of General Services' central electronic procurement website, eVA. In addition, TJPDC may publish in a newspaper of general circulation and solicit bids directly from potential contractors, including certified businesses selected from a list made available by the Virginia Department of Small Business and Supplier Diversity.
3. Staff will perform a cost or price analysis to make an independent estimate prior to receiving proposals for purchases over $100,000.
4. Public opening and announcement of all bids received.
5. Evaluate the bids based on the requirements in the Invitation to Bid.
6. Contracts must be awarded to the lowest priced responsive and responsible bidder. When the terms and conditions of multiple awards are so provided in the Invitation to Bid, awards may be made to more than one bidder.

iv. Competitive Unsealed Request For Proposals: This method is used for procurement of good and services under the following conditions: a realistic set of requirements is available, two or more responsible bidders are willing and able to compete, the procurement lends itself to a fixed price or cost-reimbursement contract, and the selection of the successful offeror can be made principally on the basis of overall value. The process for competitive procurement shall include the following:

1. Issue and publicize a Request for Proposals (RFP) containing or incorporating by reference the requirements and contractual terms and conditions applicable to the procurement, and a statement of any requisite qualifications of potential contractors.
2. Public notice of the RFP must be made for at least 10 days prior to the date set for receipt of proposals. Notification shall include posting on the Virginia Department of General Services' central electronic procurement website, eVA. In addition, TJPDC may publish in a newspaper of general circulation and solicit proposals directly from potential contractors, including certified businesses selected from a list made available by the Virginia Department of Small Business and Supplier Diversity.
3. Staff will perform a cost or price analysis to make an independent estimate prior to receiving proposals for purchases over $100,000.
4. Evaluate the proposals based on the requirements in the Request for Proposals.
5. Contracts must be awarded to the highest scoring responsive and responsible offeror. When the terms and conditions of multiple awards are provided in the Request for Proposals, awards may be made to more than one offeror.

v. Competitive Negotiation: This method is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids or unsealed RFP. This method must be used for professional services over $80,000. The process shall include:

1. Issue and publicize a formal Request for Proposal (RFP), identifying all evaluation factors and their relative importance. Public notice is required at least 10 days prior to the date set for receipt of bids.
2. Solicit proposals directly from at least four qualified sources.
3. Perform a cost or price analysis to make an independent estimate prior to receiving proposals.
4. Evaluate the proposals following a written procedure for conducting a technical review of the proposals and for selecting recipients.
5. For goods, non-professional services, and insurance, selection shall be made of two or more offerors deemed to be fully qualified and best suited on the basis of the factors in the RFP, including price if so stated in the RFP. Negotiations shall then be conducted with each offeror selected. After negotiations, TJPDC shall select the offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the RFP, awards may be made to more than one offeror. Should TJPDC determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified that the others under consideration, a contract may be negotiated and awarded to that offeror.
6. For professional services, individual discussions will be held with two or more offerors deemed fully qualified, responsible and suitable based on the evaluation factors in the RFP. The RFP shall not request estimates of man-hours or cost for services. Negotiations shall then be conducted, beginning with the offeror ranked first. If a satisfactory contract can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the

offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. If the terms and conditions for multiple awards are included in the RFP, TJPDC may award contracts to more than one offeror.

vi. <u>Sole Source or Emergency Procurement</u>: Non-competitive procurement soliciting a proposal from only one source is limited to circumstances when the item is available only from a single source, and/or the public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation, and/or competition is determined inadequate after solicitation of a number of sources. The following process is required:

1. TJPDC will prepare a written notice/request documenting the basis for non-competitive procurement.
2. Perform a cost or price analysis to make an independent estimate prior to receiving the proposal.
3. For Federal funding, the awarding agency or pass-through entity expressly authorizes non-competitive proposals.
4. For state funding, the written notice shall be posted on the Virginia Department of General Services' central electronic procurement website, eVA. In addition, TJPDC may publish in a newspaper of general circulation on the day it awards or announces its decision to award the contract, whichever occurs first.
5. Documentation shall be included in the contract file.

vii. <u>Joint and Cooperative Procurement</u>:

1. The TJPDC may participate in or conduct a joint procurement agreement in conjunction with one or more of its member localities for the purpose of combining requirements to increase efficiency or reduce administrative expenses in the acquisition of good, services, or construction. Joint procurement may include contracts for architectural or professional engineering services related to multiple construction projects provided that:
   a. Projects require similar experience and expertise.
   b. The nature of the projects is clearly identified in the Request for Proposal.
2. The TJPDC may purchase from another public body's contract or from the contract of the Metropolitan Washington Council of Governments or the Virginia Sheriffs' Association even if it did not participate in the request for proposal or invitation to bid, if the request for proposal or invitation to bid specified that the procurement was a cooperative procurement being conducted on behalf of other public bodies, except for:
   a. Contracts for architectural or engineering services; or
   b. Construction.

viii. <u>Cancelation or Rejection</u>: A request for proposals may be canceled or any or all proposals rejected when doing so is in the best interests of the TJPDC. Any such determination must be documented in writing with the business reasons for the cancelation or rejection stated.

VI. CONFLICT OF INTEREST

a. <u>No Conflict</u>: No employee, officer or agent of the TJPDC shall participate in the procurement of goods or services if he or she has a real or apparent conflict of interest. A conflict would arise if the employee, officer or agent, or any members of his or her immediate family, his or her partner, has a financial or other interest in or a tangible personal benefit from a firm considered for the contract.

b. Disciplinary Action: Violation of the conflict of interest policy constitutes unsatisfactory work performance. Per TJPDC's Employee Handbook, the following kinds of disciplinary action may be taken, depending upon the circumstances: oral admonishment, written reprimand, suspension, demotion or dismissal.

September 11, 2024

TO: TJPDC Finance/Executive Committee

FROM: TJPDC Staff

RE: Employee Handbook revisions

Purpose: To consider and approve needed changes to the TJPDC Employee Handbook.

Background: The TJPDC Employee Handbook was most recently revised in 2016. During the past eight years, numerous changes in federal and state laws and regulations have occurred that necessitate updates to the Handbook at this time. Also, during that period, the TJPDC has incorporated various practices into the agency operations that should be added to the Handbook.

This proposal is one of two that TJPDC staff plans to bring to the Commission for consideration and adoption. First, the recommended changes herein are 1) deemed necessary due to the aforementioned changes in law or regulation and have been developed in consultation with the agency's insurance provider, Virginia Risk Sharing Association; or 2) proposed by staff to reflect current practice or previous policy approved by the Commission.

Early in 2025, TJPDC staff plans to bring forward additional proposed modifications that could have fiscal budget impacts or that require further analysis by staff prior to Commission consideration.

Attached to this memo are 1) a marked-up version showing proposed additions and deletions to the Handbook, and 2) a clean version incorporating all of the changes being proposed at this time.

Recommendation: Staff recommends that the Finance/Executive Committee recommend to the full Commission approval of the proposed changes to the TJPDC Employee Handbook, with the understanding that review by TJPDC legal counsel is forthcoming and with latitude for staff to make additional technical and clarifying changes to the document.

401 East Water Street ▪ Post Office Box 1505 ▪ Charlottesville, Virginia 22902-1505
Telephone (434) 979-7310 ▪ **Fax** (434) 979 1597 ▪ **Virginia Relay Users:** 711 (TDD) ▪ **email:** info@tjpdc.org ▪ **web:** www.tjpdc.org

Employee Handbook

FOR CONSIDERATION OF ADOPTION BY TJPDC ON OCTOBER 3, 2024

Adopted by TJPDC on Insert Adoption Date Here: ~~October 6, 2016~~

Replaces earlier versions:
Original issue: 12/1/96
Update: 2/3/2000
Update: 9/4/2003
Update: 10/6/2016

Planning District Commission
Post Office Box 1505
Charlottesville, VA 22902-1505
Telephone: 434-979-7310

EMPLOYEE HANDBOOK
THOMAS JEFFERSON PLANNING DISTRICT COMMISSION
~~FOR CONSIDERATION OF ADOPTION BY TJPDC ON JUNE 2, 2016~~ADOPTED BY TJPDC ON: INSERT ADOPTION DATE HERE
TABLE OF CONTENTS

Formatted: Centered

Formatted: Default Paragraph Font, Font: Bold, All caps

Formatted: Default Paragraph Font, Font: Bold, All caps

Formatted: Default Paragraph Font, Small caps

Formatted: Default Paragraph Font, Small caps

Formatted: Default Paragraph Font, Small caps

Formatted: Default Paragraph Font, Small caps

Formatted: Default Paragraph Font, Small caps

Formatted: Default Paragraph Font, Small caps

Formatted: Default Paragraph Font, Small caps

Formatted: Default Paragraph Font, Font: Bold, All caps

Formatted: Default Paragraph Font, Small caps

Formatted: Default Paragraph Font, Small caps

Formatted: Default Paragraph Font, Small caps

Formatted: Default Paragraph Font, Small caps

Formatted: Default Paragraph Font, Small caps

Formatted: Default Paragraph Font, Font: Bold, All caps

Formatted: Default Paragraph Font, Small caps

Formatted: Default Paragraph Font, Small caps

Formatted: Default Paragraph Font, Small caps

Formatted: Default Paragraph Font, Font: Bold, All caps

Formatted: Default Paragraph Font, Small caps

Formatted: Default Paragraph Font, Small caps

Formatted: Default Paragraph Font, Small caps

Formatted: Default Paragraph Font, Small caps

Formatted: Default Paragraph Font, Small caps

Formatted: Default Paragraph Font, Small caps

Formatted: Default Paragraph Font, Small caps

Formatted: Default Paragraph Font, Font: Bold, All caps
Formatted: Default Paragraph Font, Small caps
Formatted: Default Paragraph Font, Small caps
Formatted: Default Paragraph Font, Small caps
Formatted: Default Paragraph Font, Small caps
Formatted: Default Paragraph Font, Font: Bold, All caps
Formatted: Default Paragraph Font, Font: Bold, All caps
Formatted: Default Paragraph Font, Font: Bold, All caps
Formatted: Default Paragraph Font, Small caps
Formatted: Default Paragraph Font, Small caps
Formatted: Default Paragraph Font, Font: Bold, All caps
Formatted: Default Paragraph Font, Small caps
Formatted: Default Paragraph Font, Small caps
Formatted: Default Paragraph Font, Font: Bold, All caps
Formatted: Default Paragraph Font, Small caps
Formatted: Default Paragraph Font, Small caps
Formatted: Default Paragraph Font, Small caps
Formatted: Default Paragraph Font, Font: Bold, All caps
Formatted: Default Paragraph Font, Small caps
Formatted: Default Paragraph Font, Small caps
Formatted: Default Paragraph Font, Small caps
Formatted: Default Paragraph Font, Small caps
Formatted: Default Paragraph Font, Small caps
Formatted: Default Paragraph Font, Font: Bold, All caps
Formatted: Default Paragraph Font, Font: Bold, All caps
Formatted: Default Paragraph Font, Small caps
Formatted: Default Paragraph Font, Small caps
Formatted: Default Paragraph Font, Small caps
Formatted: Default Paragraph Font, Font: Bold, All caps
Formatted: Default Paragraph Font, Small caps
Formatted: Default Paragraph Font, Small caps

Formatted: Default Paragraph Font, Small caps

Formatted: Default Paragraph Font, Small caps

Formatted: Default Paragraph Font, Small caps

Formatted: Default Paragraph Font, Font: Bold, All caps

APPENDICES

EMPLOYEE HANDBOOK[1]
THOMAS JEFFERSON PLANNING DISTRICT COMMISSION
ADOPTED BY TJPDC ON ~~JUNE 2, 2016~~INSERT ADOPTION DATE HEERE

Formatted: Superscript

Formatted: Superscript

Formatted: Superscript

About the Thomas Jefferson Planning District Commission: Planning District Commissions (PDCs) were established by the General Assembly under the Virginia Area Development Act (Code of Virginia, Title 15. 1, Ch. 34). The Thomas Jefferson PDC was formed in 1972 to provide a forum for discussion of issues localities have in common, or on which there is disagreement; to work to decrease fragmentation in government; to plan cooperatively for the future; and to provide planning services to local governments as requested. As a public body, the TJPDC strives to include the public in decision-making.

Mission Statement: The mission of the Thomas Jefferson Planning District Commission is to serve our local governments by providing regional vision, collaborative leadership and professional service to develop effective solutions.

I. PURPOSE OF THIS HANDBOOK

The objective of this Employee H~~h~~andbook with addendums (“Handbook”) is to provide a uniform system of personnel administration for the staff of the Thomas Jefferson Planning District Commission (TJPDC) based on merit principles, equitable compensation, open competition in hiring and advancement, and equal employment opportunities.

It is the policy of the TJPDC to establish reasonable rules of employment conduct (i.e., guidelines for management and employees to follow) and to ensure compliance with these rules through a program consistent with the best interests of the TJPDC and its employees. ~~Employment with TJPDC is voluntarily entered into, and the employee is free to resign at will at any time, with or without cause. Similarly, TJPDC may terminate the employment relationship at will at any time, with or without notice or cause, so long as there is no violation of applicable federal or state law.~~

This handbook is not, and shall not be construed as, an explicit or implied contract, shall not modify any existing at-will status of any TJPDC employee, and shall not create any due process requirement in excess of federal or state constitutional or statutory requirements. The term at-will means employees can terminate voluntarily or be terminated at will. Exceptions are ~~employees having~~employees who have written contracts signed by the Executive Director and/or the Commission Chair of the TJPDC.

~~Employment with TJPDC is voluntarily entered into, and the employee is free to resign at will at any time, with or without cause. Similarly, TJPDC may terminate the employment relationship at will at any time, with or without notice or cause, so long as there is no violation of applicable federal or state law.~~

Additionally, it is the policy of the TJPDC to strive for safety in all activities and operations, and to carry out the commitment of compliance with health and safety laws applicable to the TJPDC by enlisting the help of all employees to ensure that public and work areas are free of hazardous conditions.

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

1 The TJPDC reserves the right to modify, amend, or rescind these policies in whole or in part without prior notice. See Section XVII

II. EMPLOYEE CLASSIFICATIONS ~~DEFINITIONS~~

~~Whenever responsibilities fall to the Executive Director under these Policies, he or she may designate another to fulfill his or her responsibilities.~~ All employees, regardless of ~~status~~status, are employees at will.

A. Classifications and Definitions

~~A.~~1. Exempt Employee

An employee who occupies a position which is exempt (not eligible) from the overtime provisions of the Fair Labor Standards Act under the executive, administrative or professional exemptions. Full-time, part-time, and temporary employees may be classified as exempt. and paid on a salaried basis.

~~B.~~2. Non-exempt Employee

An employee who receives hourly wages; ~~-~~and is subject to wage and hour laws, i.e. ~~the~~ overtime pay provisions of the Fair Labor Standards Act. Full, part-time, and temporary employees may be non-exempt.

~~C.~~3. Full-time Employee

An individual hired on either an exempt or non-exempt basis for an established position for an indefinite term who is expected to work a minimum of thirty (30) hours per week. Full time employees are eligible for full benefits as defined in this Employee Handbook.

~~D.~~4. Part-time Employee

An individual hired on either an exempt or non-exempt basis for an established position for an indefinite term who is expected to work an established period of time that is less than thirty (30) hours per week. Part-time employees are not eligible for employee benefits. ~~related to insurance or retirement.~~

~~E. Introductory Employee~~

~~A full-time or part-time employee who has worked for the TJPDC for less than six months.~~

~~F.~~5. Temporary/Seasonal -Employee

An individual hired on a term basis, ~~-~~e.g., day, week, period of months or on a project basis. Temporary employees are not eligible for ~~retirement~~ employee benefits.

~~G.~~6. Executive Director

The Executive Director of the TJPDC. Whenever responsibilities fall to the Executive Director under these Policies, he or she may designate another to fulfill his or her responsibilities.

7. Human Resources Director (HR)

The personnel within TJPDC who ensure the company's policies and systems function as intended.

III. EQUAL EMPLOYMENT OPPORTUNITY

A. Policy Statement

It is the policy of the TJPDC to provide equal opportunity in employment and to administer employment policies without regard to race~~,~~(including traits historically associated with race, including hair texture, hair type, and protective hairstyles), color, religion, ~~gender,~~ national origin, sex, pregnancy, childbirth, and medical conditions related to pregnancy/childbirth (including lactation), sexual orientation, gender identity, disability,

Formatted: Heading 2

Formatted: Heading 3

Formatted: Heading 3

Formatted: Heading 3

Formatted: Heading 3

Formatted: Heading 3

Formatted: Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 1" + Tab after: 1.5" + Indent at: 1.5" marital status, military status (including active duty, veteran, or dependent), age, any other protected class. ~~national origin, political affiliation, familial status, pregnancy, or disability~~. This policy applies to every aspect of employment practices including, but not limited to the following:

1. Recruiting, hiring and promoting in all job classifications without regard to race (including traits historically associated with race, including hair texture, hair type, and protective hairstyles), color, religion, marital status, gender, gender identity/expression, ~~(including gender identity, transgender status and sexual orientation)~~, age, national origin, veteran status, political affiliation, pregnancy, ~~socio-economic, geographic community~~, or disability, except where such a factor can be demonstrated as a bona fide occupational qualification.
2. All decisions for hiring or promotions shall be based ~~solely~~ upon each individual's qualifications for the position to be filled.
3. All ~~O~~other personnel actions such as compensation, benefits, transfers, corrective action, layoffs, terminations, training, and assignments, will be administered without regard to race, (including traits historically associated with race, including hair texture, hair type, and protective hairstyles), color, religion, national origin, sex, pregnancy, childbirth, and medical conditions related to pregnancy/childbirth (including lactation), sexual orientation, gender identity, disability, marital status, military status (including active duty, veteran, or dependent), age, any other protected class.~~color, religion, gender (including gender identity, transgender status and sexual orientation), age, national origin, political affiliation, pregnancy, socio-economic, geographic community, or disability~~.

B. No-Harassment/No-Discrimination Policy

The TJPDC will not tolerate any form of harassment or discrimination. In accordance with Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, our No-Harassment/No-Discrimination Policy prohibits harassment, discrimination or intimidation of others based on age, color, race (including traits historically associated with race, including hair texture, hair type, and protective hairstyles), creed, ~~color,~~ religion, national origin, gender, gender identity/expression, ~~(including gender identity, transgender status and~~ sexual orientation~~)~~, ethnicity, ~~age, national origin,~~ political affiliation, pregnancy, ~~socio-economic, geographic community, or~~ disability, marital status, military/veteran status, status in any other group protected by federal or local law or for any other reason.

Harassment includes, but is not limited to, remarks, jokes, written materials, symbols, paraphernalia, clothing or other verbal or physical conduct which may intimidate, ridicule, demean, or belittle a person because of their age, sex, color, race (including traits historically associated with race, including hair texture, hair type, and protective hairstyles), creed, religion, national origin, ethnicity, pregnancy, disability, gender, gender identity/expressions, sexual orientation, political affiliation, marital status, military/veteran status, or status in another group protected by federal, state or local law.

Sexual harassment includes unwelcome sexual advances; requests for sexual favors; and other verbal or physical conduct of a sexual nature; as well as behavior, remarks, jokes or innuendos that intimidate, ridicule, demean or belittle a person on the basis of their gender; regardless of whether the remarks are sexually provocative or suggestive of sexual acts.

Harassment occurs when:

- Submission to and/or tolerance of the unwelcome conduct is explicitly or implicitly made a term or condition of a person's employment.
- Submission to, tolerance of, and/or rejection of the unwelcome conduct is a basis for employment decisions.
- The unwelcome conduct substantially interferes with a person's work performance and creates an intimidating, hostile, or offensive work environment.

C. Responsibility to Report ~~Responsibility To Bring Any Form Of Harassment Or Discrimination To Our Attention~~

Formatted: Indent: Hanging: 0.5"

All employees are responsible for helping assure that we avoid harassment and discrimination in the workplace. If you experience any problem of this sort, become aware of any other employee experiencing a problem of this sort, or have knowledge of any form of harassment or discrimination, sexual or otherwise, you must immediately report it to your supervisor. If you believe that it would be inappropriate to discuss the matter with your supervisor, or you are uncomfortable discussing the matter with your supervisor, you may elect to bypass your supervisor and report the matter directly to the Human Resources Director. ~~Executive Director or Commission Chair.~~

All claims of harassment or discrimination will be investigated thoroughly and promptly without consequence to the employee experiencing or reporting the conduct ~~so long as they were reported in good faith~~. We will endeavor to keep complaints, investigations, and resolutions confidential to the extent possible; however, we cannot compromise our obligation to investigate complaints. The employee who brought the complaint will be provided information on the outcome of the investigation within the limits of confidentiality. Reports will be promptly, and thoroughly investigated and appropriate corrective actions taken if the charge is founded. If it is determined that a violation~~s~~ has occurred, appropriate relief for the employee(s) bringing the complaint and appropriate disciplinary action, up to and including discharge, against the person(s) who violated the policy will follow.

A non-employee who subjects an employee to harassment in the workplace will be informed of the TJPDC's policy and appropriate actions will be taken to protect the employee from future harassing conduct.

Employees are required to participate in any investigations needed to determine if a policy was violated. Failure to participate in an investigation is grounds for disciplinary action up to and including possible termination.

D. Retaliation

Retaliation is illegal and contrary to the policy of the TJPDC. Employees who bring complaints of discrimination or who identify potential violations, witnesses interviewed during the investigation, and others who may have opposed discriminatory conduct are protected from retaliatory acts. ~~so long as they participate in good faith.~~

If an employee believes that he or she is being retaliated against, a written report should be made to the Human Resources Director. ~~Executive Director or Commission Chair.~~ Those who are found to be acting in a retaliatory manner will be disciplined for such conduct.

E. Accommodating Individuals with Disabilities

In accordance with the Virginia Human Rights Act and the Americans with Disabilities Act Amendment Act ~~of 2008~~, the TJPDC provides equal employment opportunities to qualified individuals with disabilities. Reasonable accommodations will be provided to a qualified employee or applicant with a disability when that employee or applicant requests an accommodation. A qualified employee or applicant is one who is able to perform the essential functions of the job with or without accommodation. All requests for accommodation will be fully reviewed. A request for ~~an~~ accommodation will be denied if the accommodation is not shown to be effective, places an undue burden on the TJPDC, or if the employee poses a direct threat to the health and safety of him or herself or others.

If you requested accommodation but feel that your request was ignored or improperly denied, or if someone is not abiding by the agreed accommodation, it is both your right and your obligation to contact the Human Resources Director.

Formatted: Indent: Left: 0"

IV. RECRUITMENT AND SELECTION

A. Open Positions

All positions shall be open to all individuals who meet the minimum requirements for the position. The recruitment objective is to obtain well-qualified applicants for all vacancies and selection shall be based on the best-qualified person available at the salary offered for the particular position.

First consideration will be given to current employees who desire to fill an open position, if the current employee is qualified for the position and if the placement best serves the needs of the TJPDC. The Executive Director may carry out open competition to fill any vacancy.

Employment decisions shall be handled in a manner consistent with the Virginia Conflicts of Interest Act.

~~B. Introductory Period~~

~~All new full-time and part-time employees serve a six-month introductory period. During this period the employee must demonstrate that he or she is capable and willing to perform the job satisfactorily. At the end of the introductory period the employee will be evaluated to determine satisfactory performance. If satisfactory performance is attained the employee will be entitled to all the benefits of non-introductory status including utilization of the grievance procedure. In establishing an introductory period, the TJPDC does not change in any way the employment at-will status that applies to its employment relationship with all employees at all times during their employment.~~

~~C.~~B. Hiring Authority

The Executive Director has complete authority for hiring, promoting and discharging employees in accordance with these policies. The Executive Director has the responsibility and authorization for administering the personnel system established by these policies. The Commission has authority for hiring, supervising, evaluating and discharging the Executive Director.

V. EMPLOYEE COMPENSATION

The total compensation of employees consists of the regular salary and applicable overtime pay for full-time employees, the employer's contributions to employee benefits, holiday pay, and various forms of leave with pay. ~~Part-time and temporary employees may also receive leave in certain circumstances. Leave policies, found in Section VI, should be reviewed.~~

The TJPDC is committed to complying with the wage and deduction requirements of the Fair Labor Standards Act (FLSA). If you believe that there is an error or improper deduction in your paycheck, report this to the Human Resources Director. Your questions will be promptly investigated and corrected as necessary. The TJPDC will make a thorough effort not to repeat the error.

A. Pay and Classifications

~~A.~~ Compensation Plan

1. The compensation plan for employees of the TJPDC shall consist of:
   - a) ~~is based on the TJPDC's~~ A classification system ~~and as amended from time to time~~ for all classified jobs.
   - ~~1.~~b) A pay grade ~~and paygrades. The classification system~~that sets a salary range for each classified position.
2. The rates of pay for each employee within a paygrade shall be set by the Executive Director. The normal entrance rate of pay for new employees will generally be at the lower ~~half~~ end of the paygrade for the position.
3. ~~All~~ The compensation plan~~s~~ ~~and classification systems~~ may be amended by motion of the Commission ~~.~~

Formatted: Font: 12 pt

Formatted: Normal, Indent: First line: 0"

Formatted: Heading 4, Indent: Left: 0", First line: 0", Tab stops: Not at 1.25"

B. Hours of Work

1. The normal work schedule for which salary is paid consists of forty (40) hours, broken down into eight (8) hours a day, Monday through Friday. This does not preclude the establishment of specified schedules other than forty (40) hours in a given workweek for other employees if approved by the Executive Director.
2. Flexible scheduling, or flextime, is available in some cases to allow employees to vary their starting and ending times each day within established limits. Flextime may be considered if a mutually workable schedule can be negotiated with the supervisor involved. While the TJPDC does not offer a compensatory time off policy, the Executive Director may approve time off of hours or a full day, when an employee has or expects to exceed forty (40) hours of work in a work week due to mandated ~~work load~~workload, after hours meetings, project deadlines or to meet other involuntary needs. The time off for additional work must be taken within the same ~~or next pay period that~~month that it is earned, and as approved by the employee's supervisor. All hours worked must be included as work time in the TJPDC's on-line time keeping system. A "note" is to be added on any day in which additional hours are worked and on days when the additional hours are used for time off. Additional guidance on flex time is included in Appendix E.
3. Accurately recording time worked is the responsibility of every employee. Federal and state laws require TJPDC to keep an accurate record of time worked in order to calculate employee pay and benefits as well as to charge grants and contracts accurately. Time worked is all the time actually spent on the job performing assigned

duties; any questions regarding whether something constitutes "time worked" should be directed to an employee's supervisor immediately.

4. If an employee is unable to report for work or expects to be late, the employee must contact his or her supervisor, the Executive Director, and the Administrative Assistant by e-mail as soon as possible but no later than the beginning of his or her scheduled work period, giving the reason for the absence or tardiness. Paid leave may or may not be approved. If an employee has difficulty reaching his or her supervisor, he or she should leave a message reporting his or her absence but continue in his or her attempts to contact his or her supervisor. The responsibility to notify a supervisor about absences or tardiness always rests with the employee. Any absence of three days without communication will be deemed a voluntary resignation. Extenuating circumstances will be considered.

5. Hours of work, schedules, and duty assignments of short duration of individual employees may be altered under authorization of the supervisor within the established workweek and schedule of the agency as conditions warrant. Schedules may also be adjusted to meet ~~FMLA and~~ ADA requirements.

6. The TJPDC offers a Telework Program. Teleworking, or telecommuting, is the concept of working from home or another location. Teleworking is not a formal, universal employee benefit. Rather, it is an alternative method of meeting the needs of the agency. The TJPDC has the right to refuse to make teleworking available to an employee and to terminate a teleworking arrangement at any time. Employees are not required to telework. Employees have the right to refuse to telework if the option is made available. ~~Telecommuting or work from home may be approved on a case-by-case basis~~ See Appendix F for policy guidance and Appendix G for the Remote Work ~~Agreement..~~Agreement. ~~Only upon prior approval by the Executive Director an employee may work from home or telecommute. All hours worked must be included as work time in the TJPDC's on-line time keeping system. A "note" is to be attached to the work from the home day's activities with a list of projects worked on, tasks completed and telephone and/or email contacts during the work period.~~

C. Compensation ~~Performance~~ Increases

1. TJPDC promotes excellence in its workforce. Salary increases within budget constraints may be given to that end. Each employee's ~~performance~~ compensation will be reviewed annually and based on a review of the employee's job classification and associated paygrades, satisfactory performance and contributions to the organization, pay increases may be given. In exceptional circumstances an employee's pay may be increased in less than a year for meritorious service or enhanced responsibilities. Pay increases are not automatic or guaranteed.

Formatted: Heading 3

D. Overtime

1. Employees who are not exempt under the Fair Labor Standards Act (FLSA) will be paid at the rate of time and a half for all hours actually worked in excess of forty (40) hours in a work week. Unless authorized to do so beforehand, employees should not work over forty (40) hours during a work week. The work week begins on Monday and ends on Sunday for purposes of overtime.

Exempt employees who are required to work beyond normal hours or on weekends and holidays may be given ~~compensatory~~ time off at the discretion of the Executive Director pursuance to the Flex Time policy. See Appendix E for additional guidance.

E. Bonuses

The Executive Director may grant a bonus to an employee or employees to recognize superior service to the TJPDC.

F. Health Insurance

All full-time employees are eligible for participation in the health plan to which the TJPDC belongs. The rates for the employee and TJPDC share of the cost will be set annually, based on information provided by the insurer, and approved by the Commission.

For all eligible employees beginning work on or after July 1, 2016, the TJPDC will pay 100% of the single employee rate for health insurance. The employee may elect additional spouse, dependent or family coverage at their own expense and may utilize payroll deductions as eligible under the cafeteria 125 plan.

All employees beginning work prior to July 1, ~~2016~~2016, are grandfathered in for the current fiscal year's health insurance benefits and employee/employer participation rates. ~~This rate will be considered by the Commission on an annual basis.~~

The Thomas Jefferson Planning District Commission ~~employs fewer than 50 employees and~~ is ~~not~~ required to provide continued health insurance coverage for a "qualifying event" subject to the federal Consolidated Omnibus Budget Reconciliation Act (COBRA). ~~Therefore, COBRA coverage is not provided to employees upon a "qualifying event". However, employees may be eligible to continue their current coverage or obtain similar coverage under state law (see Va. Code Sec. 38.2-3541)~~ The TJPDC will notify the appropriate agencies of the "qualifying event" and the COBRA administrator will send the required COBRA notifications to the employee. All premiums will be paid by the employee directly to the administrator, should coverage be elected.

G. Retirement

~~G. Retirement~~

The TJPDC participates in the Virginia Retirement System (VRS) for all employees eligible for retirement benefits pursuant to the rules and policies of VRS.

H. Group-Term Life Insurance

Group-term Life Insurance is required for all employees enrolled with the VRS and the premiums are paid 100% by the TJPDC. Eligible employees may also elect to purchase Supplemental Life Insurance for themselves, their spouse and/or their dependents paid 100% by the employee with after-tax dollars through payroll deductions.

I. Long-Term and Short-Term Disability Insurance

All full-time employees are enrolled in the TJPDC long-term disability insurance plan. Premiums are paid 100% by the TJPDC. The TJPDC also provides short-term disability benefits through a self-funded plan. A Summary of Benefits for both plans can be obtained from the Human Resources Director.

Formatted: Indent: Hanging: 0.5"

Formatted: Normal, Indent: Left: 0.88", First line: 0"

Formatted: Normal, Indent: First line: 0"

VI. HOLIDAYS AND LEAVE

A. Holidays

Formatted: Font: 11 pt

~~A.~~ The following holidays* are observed by the TJPDC. Full-time employees shall be granted time off for these days without charging the time against leave balances:

Formatted: Body Text Indent, Indent: First line: 0"

New Year's Day	~~(~~January 1~~)~~
Martin Luther King, Jr. Day	~~(third~~ 3rd Monday in January~~)~~
Presidents' Day	~~(third~~ 3rd Monday in February~~)~~
~~Thomas Jefferson's Birthday (April 13) or floating holiday*~~	
Memorial Day	~~(l~~Last Monday in May~~)~~
Juneteenth	June 19
Independence Day	~~(~~July 4~~)~~
Labor Day	(~~first~~ 1st Monday in September~~)~~
Veterans Day	~~(~~November 11~~)~~
Day before Thanksgiving[2]	4th Wednesday in November (1/2 day)
Thanksgiving Day	~~(fourth~~ 4th Thursday in November~~)~~
Day after Thanksgiving	4th Friday in November
Christmas Eve	~~(~~December 24~~)~~
Christmas Day	~~(~~December 25~~)~~

Formatted: Superscript

Formatted: Superscript

Formatted: Superscript

Formatted: Superscript

Formatted: Superscript

Formatted: Superscript

~~Floating Winter Holiday (any day between December 16 and January 15~~)

~~Floating Holiday (any day during the year)~~

2 Floating Holidays – To be accrued annually on July 1 to be used any day before June 30

*~~The staff retreat will be scheduled to occur on or about Thomas Jefferson's birthday. If Thomas Jefferson's Birthday is worked as a retreat or other workday, employees may take this holiday as a floating holiday anytime during the fiscal year (date selected by employee, with approval by supervisor).~~

~~A recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday.~~

*Holidays falling on Saturday or Sunday shall be taken on the Friday or the Monday respectively as announced by the TJPDC.

If an eligible employee works on ~~a recognized~~one of these holidays, he or she may take ~~the holiday~~time off on an hour for hour basis for the hours worked on the holiday. The time off must be taken at another time during the quarter in which the holiday falls. An employee may choose to work on a holiday to exchange the day for another day desired by the employee, provided the Executive Director has approved the exchange.

Any holiday floated or exchanged must be used by the end of the fiscal year (June 30th). Any unused holiday will not roll-over to the next fiscal year and will not be paid if the employee leaves the employ of the TJPDC for any reason.

2 One-half day.

B. Leave

1. Annual Leave

Full-time ~~and part-time~~ employees will accrue paid annual leave for personal purposes at the following rates and shall be used on an hour for hour basis:

YEARS OF ELIGIBLE SERVICE	DAYS/MONTH	PER YEAR
0 to 5 years	1.0 days	12 days
5-10 years	1.25 days	15 days
More than 10 years	1.50 days	18 days

Employees wishing to take annual leave shall have it approved in advance by the supervisor and Executive Director. Leave is not eligible at all times: the Executive Director has a primary obligation to ~~insure~~ensure that the TJPDC service to localities and citizens is carried out.

Each employee may accumulate a maximum of 30 days of annual leave. Once an employee has accrued 30 days (240 hours), no further leave shall accrue until some portion of that leave is used.

Upon separation, an employee shall be entitled to payment for all unexpired credited annual leave based on the employee's current rate of pay at the time of separation (except in certain circumstances, discussed in Section XV below). In the event of the death of an employee, the employee's estate shall be entitled to payment for any unused balance of annual leave allowances at the time of death. ~~Introductory employees are not entitled to payment of any unused annual leave.~~

2. Sick Leave

Full-time ~~and part-time~~ employees will accrue sick leave benefits at the rate of 15 days per year (1.25 days for every full month of service) and when taken shall be used on an hour for hour basis. Paid ~~S~~sick leave shall be used for:

a) ~~Illness or injury incapacitating the employee and preventing the employee from performing assigned duties and for doctor or dental appointments during working hours. Personal sick leave is charged on an hour-for-hour basis for all employees and is not considered an entitlement.~~ An employee's mental or physical illness, injury, or health condition; an employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventative medical care; or

b) ~~Medically necessary care of family members who reside in the employee's household or parent or child whether in the household or elsewhere~~Care of a family member with a mental or physical illness, injury, or health condition; car e o a family member who needs medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; or care of a family member who needs preventative medical care.

~~c) FMLA leave, including~~

Formatted: Indent: Left: 1.5", Hanging: 0.5", No bullets or numbering, Keep with next

Formatted: Outline numbered + Level: 4 + Numbering Style: a, b, c, … + Start at: 1 + Alignment: Left + Aligned at: 1.5" + Tab after: 2" + Indent at: 2"

~~An employee away from work for medical conditions which require absence in excess of one week or for FMLA purposes is required to (1) submit to the Executive Director a written statement from the attending physician or health care provider, stating the earliest approximate date of return to duty and advising on the ability of the employee to perform the essential functions of his or her job with or without reasonable accommodations, and simultaneously (2) apply for leave under the Family and Medical Leave Act (if the employee is eligible). The Executive Director has the prerogative of requiring a physician's or health care provider's letter with the above content prior to an absence of one week if in his or her judgment this information is necessary. Medical information and the personnel needs of the TJDC will be considered in determining the holding of the employee's position or placement in another position for which the employee qualifies. All medical information will be kept confidential and will be made a part of a file separate from the employee's personnel file.~~

Formatted: Heading 4, Indent: Left: 0", Tab stops: Not at 1"

~~Exceptions to this policy may be considered on a case-by-case basis and approved by the Executive Director.~~

Formatted: Heading 4, Left, Indent: Left: 0", Tab stops: Not at 0.5" + 1"

TJPDC defines "family member" as:

1. Regardless of age, a biological child, adopted or foster child, stepchild, legal ward, child to whom the employee stands in loco parentis, or individual to whom an employee stood in loco parentis when the individual was a minor;

2. A biological parent, foster parent, stepparent, adoptive parent, legal guardian of an employee or an employee's spouse, or individual who stood in loco parentis to an employee when the employee or employee's spouse was a minor child;

3. An individual to whom an employee is legally married under the laws of any state;

4. A grandparent, grandchild, or sibling, whether of a biological, foster, adoptive, or step relationship, of an employee or the employee's spouse;

5. An individual for whom an employee is responsible for providing or arranging care, including helping that individual obtain diagnostic, preventive, routine, or therapeutic health treatment; or

6. Any other individual related by blood or affinity whose close association with an employee is the equivalent of a family relationship.

Paid sick leave shall be provided upon the request of ~~an~~the employee. Such ~~request~~requests may be made in orally, in writing, by electronic means or in the TJPDC timekeeper software. When possible, the request shall include the expected duration of the absence.

When the use of paid sick leave is foreseeable, the employee shall make a good faith effort to provide notice of the need for such leave to the employer in advance of the use of the paid sick leave and shall make a reasonable effort to schedule the use of paid sick leave in manner that does not unduly disrupt the operation of the TJPDC.

The TJPDC does not require, as a condition of an employee's taking paid sick ~~leave~~leave, that an employee search for or find a replacement worker to cover the hours during which the employee is using paid sick leave.

For paid sick leave of three or more consecutive ~~work days~~workdays, the TJPDC may require reasonable documentation that the paid sick leave has been used for a purpose as defined in Sick Leave subsection 2(a) or 2(b) to be provided.

Unused sick leave benefits will be allowed to accumulate up to a maximum of sixty (60) days ~~(~~or 480 hours~~)~~, but unlike annual leave will not be paid if the employee leaves the employ of the TJPDC for any reason. Sick leave benefits are intended solely to provide income protection in the event of illness or ~~injury, and~~injury and may not be used for any other absence. Unused sick leave benefits will not be paid to employees while they are employed or upon termination of employment.

Sick Leave may not be used during the final two weeks of employment. Employees must use Annual Leave for any leave during their last two weeks of employment as approved by their supervisor, and sick leave used improperly may be withdrawn, and annual leave substituted after the fact.

3. Military Leave

An employee who is a member of a reserve force of the United States or of the Commonwealth of Virginia and who is ordered by the appropriate authorities to attend a training program or who is called into emergency active duty for the purpose of aiding civil authority under the supervision of the United States or the Commonwealth of Virginia shall be granted a leave of absence with full pay during the period of such activity for up to 15 days per military fiscal year.

~~4.1. Military Leave without Pay~~

~~An employee who leaves the employ of the TJPDC to join the military forces of the United States during the time of war or other declared national emergency or who is called to service in the Virginia Militia by order of the Governor shall be placed on military leave without pay commencing on the first business day following the last day of active employment with the TJPDC. The employee on such leave is entitled to be restored to the position he or she vacated, provided the employee makes application to the TJPDC not later than 90 days after the date of honorable discharge or separation under honorable conditions. Job restoration is further conditioned on the position still existing and the employee being physically and mentally capable of performing the work of the vacated position.~~

~~5.~~4. Civil Leave

A full-time employee will be given time off without charge to leave or loss of pay for (a) performing jury duty or when subpoenaed as a witness to appear before a court, public body or commission, (b) serving as a blood donor, or (c) performing emergency civilian duties in connection with national defense or for the purpose of voting in national, state, or local election. The period of such leave shall be only as necessary for the performance of the activity, plus any necessary travel time.

~~6.~~5. Bereavement Leave

Employees who wish to take time off due to the death of an immediate family member should notify their supervisor immediately. Up to three (3) days of paid bereavement leave will be provided to full-time employees. Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials. Bereavement leave will normally be granted unless there are unusual business needs or staffing requirements. Employees may, with their supervisors' approval, use any available paid leave for additional time off as necessary. TJPDC defines "immediate family" as the employee's spouse, parent, child, or sibling.

C. Workers' Compensation Leave

Administrative procedures for Worker's Compensation are included in Appendix B.

D. Leave Without Pay

The following are the situations for which an employee may be on leave without pay status:

1. Military Leave without Pay

An employee who leaves the employ of the TJPDC to join the military forces of the United States during the time of war or other declared national emergency or who is called to service in the Virginia Militia by order of the Governor shall be placed on military leave without pay commencing on the first business day following the last day of active employment with the TJPDC. The employee on such leave is entitled to be restored to the position he or she vacated, provided the employee makes application to the TJPDC not later than 90 days after the date of honorable discharge or separation under honorable conditions. Job restoration is further conditioned on the position still existing and the employee being physically and mentally capable of performing the work of the vacated position.

2. Family & Medical Leave Act (~~Basic Leave Entitlement~~ "FMLA")

a) The TJPDC is a public agency and therefore covered by the FMLA regardless of number of employees and is not subject to the coverage threshold of 50 employees carried on the payroll each day for 20 or more weeks in a year.

b) Employees of public agencies must meet all of the requirements of eligibility, including the requirement that the employer employ 50 employees at the worksite or within 75 miles.

~~1.~~c) The TJPDC does not employ 50 employees at the worksite or within 75 miles, therefore employees of the TJPDC are not eligible for FMLA leave entitlements.

~~a) Eligible Employees: Eligible employees are entitled to participate in the benefits of the Family and Medical Leave Act ("FMLA"). FMLA leave is~~

Formatted: Heading 4

~~unpaid leave. The TJPDC requires an employee to use accrued paid leave on an hour for hour basis in conjunction with FMLA leave.~~

~~b) Number of hours worked to be covered. To be eligible under the FMLA, an employee must have worked for the TJPDC for twelve (12) months and must have worked at least 1,250 hours within the twelve (12) months preceding the start of the leave. Part-time and temporary employees who meet these requirements are eligible for FMLA leave.~~

~~2. Purposes for Which FMLA Leave May Be Taken~~

~~FMLA leave may be used:~~

~~a) to care for an employee's child after birth, or for the placement with an employee of a child for adoption or foster care (provided that the leave is requested and used within twelve (12) months of the birth, placement, adoption, or foster care),~~

~~b) to care for an employee's spouse, child, or parent (does not include in-laws) who has a serious health condition,~~

~~c) when the employee is unable to work because of their own serious health condition.~~

~~3. Military Family Leave Entitlements~~

~~Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.~~

~~FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.~~

~~4. Serious Health Condition Defined~~

~~a) Definition: A serious health condition is an illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility, or an incapacity lasting more than three consecutive days and involving continuing treatment by a health care provider. Continuing treatment involves two or more treatments (or one treatment when the condition is such that continuing follow-up is or will be required) by a healthcare provider, pregnancy, prenatal care, or other chronic or long-term serious health conditions.~~

~~b) Qualifications for Serious Health Condition: To qualify for leave due to the serious health condition of a family member, the family member must be incapable of self-care. To qualify for leave due to the serious health condition of the employee, the employee must be unable to work at all or~~

~~unable to perform any of the essential functions of the employee's position.~~

~~c) Employers Requirements: Employees are required to obtain a health care provider certification for all absences for which FMLA leave is being requested. A chronic or long-term health condition or pregnancy does not require a visit to the health care provider for each absence; however, a statement by the health care provider that the absence was due to the chronic condition or pregnancy may be requested by the TJPDC at its discretion.~~

~~**5.** FMLA Benefits~~

~~a) Leave: An eligible employee is entitled to a total of twelve weeks of unpaid leave during any twelve-month period. Employees will be required to use to exhaustion accumulated paid leave (sick, annual, etc.) on an hour for hour basis concurrent with the FMLA leave. If FMLA leave is exhausted before the end of the twelve-month period, the employee will not be entitled to further FMLA leave during this period. An employee is required to request FMLA leave in writing at least thirty days before the leave is to commence if the need for the leave is foreseeable. In circumstances when the leave is not foreseeable thirty days in advance, an employee must request the leave as soon as practicable. The TJPDC may designate leave as FMLA leave without a request from an employee by delivering a notice of designation to the employee.~~

~~FMLA leave taken for a serious health condition of the employee or family member may be taken intermittently or on a reduced-hours basis. FMLA leave taken for birth, adoption, placement, or foster care cannot be taken intermittently unless approved in advance. If both spouses work for the TJPDC, in certain circumstances (birth, adoption, care for a parent) the total FMLA leave that may be taken by both employees is twelve weeks, pro-rated between as the spouses choose. FMLA leave taken for the birth, adoption, placement, or foster care of a child must be taken within the twelve months following the event.~~
~~Should the TJPDC obtain information that the employee was not FMLA eligible or the event did not qualify under FMLA, the designation of FMLA leave previously given may be withdrawn.~~

~~b) Job Restoration: Upon return from FMLA leave, an employee is entitled to be restored to the same position that was held before the start of the FMLA leave, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. If an employee is unable to return to work after the FMLA leave benefits have been exhausted, the employee will not have a right to return to his or her position even if there are unused accrued leave balances.~~
~~Key employees are entitled to FMLA leave but are not entitled to job restoration if re-employment after the conclusion of the leave will cause a substantial and grievous economic injury to the TJPDC. A key employee is a salaried employee who is among the highest paid ten percent of the TJPDC's workforce. A key employee will be notified in writing of his or~~

~~her status in response to the employee's notice of intent to take FMLA leave, unless circumstances do not permit such notice. If a key employee is already on FMLA leave when s/he receives notice that s/he is a key employee, the employee will be given a reasonable time to return to work before losing the right to job restoration.~~

~~c) Health Benefits: If paid leave is used for FMLA purposes, an employee will maintain the same benefits as if working. If the employee is on leave without pay, continuation in the health care plan is permitted, provided that the employee continues to pay the employee costs of the premiums. If the employee fails to make his premium payments, the employee will be provided written notice of this failure and will be given an additional fifteen days to make payment in full. If payment is not made after this notice, health benefit coverage will cease. If an employee does not return to full-time work after the conclusion of the FMLA leave, the employee is responsible for reimbursing the TJPDC for the TJPDC's share of the health care premiums paid.~~

~~6.~~3. Extended Leave Without Pay

When special circumstances require an extended leave, the Executive Director has the authority to grant a full-time employee leave without pay provided that the operations of the TJPDC's programs will not be adversely affected.

Subject to the terms, conditions, and limitations of the applicable plans, TJPDC will continue to provide health insurance benefits for the full period of the approved personal leave.

Benefit accruals, such as vacation, sick leave, or holiday benefits, will be suspended during the leave and will resume upon return to active employment.

When a personal leave ends, every reasonable effort will be made to return the employee to the same position, if it is available, or to a similar available position for which the employee is qualified. However, TJPDC cannot guarantee reinstatement.

If an employee fails to report to work promptly at the expiration of the approved leave period, TJPDC reserves the right to terminate the employee.

~~7.~~4. Disciplinary Leave Without Pay

An employee who is absent from work without prior approval shall receive no pay for the duration of the absence and may be subject to disciplinary action that may include dismissal. If extenuating circumstances exist for the unauthorized absence, due consideration will be given.

VII. EMPLOYEE DEVELOPMENT

TJPDC recognizes that the skills and knowledge of its employees are critical to the success of the organization. The educational assistance program encourages personal development through formal education so that employees can maintain and improve job-related skills or enhance their ability to compete for reasonably attainable jobs within TJPDC.

TJPDC will provide educational assistance to full-time employees who have completed 365 calendar days of service in an eligible employment classification. To maintain eligibility employees must remain on the active payroll and be performing their job satisfactorily through completion of each course. Individual courses or courses that are part of a degree, licensing, or certification program must contribute to ~~develop~~ the employee's value to the organization in order to be eligible for educational assistance. The Executive Director has the sole discretion to determine whether a course contributes to the employee's value to TJPDC. Requests will be evaluated based on a number of factors, including anticipated workload requirements and staffing considerations during the proposed period of absence.

Vacation, sick leave, and holiday benefits will continue to accrue during the approved educational leave.

VIII. PERFORMANCE APPRAISALS

TJPDC will make every effort to evaluate the work of each employee by their immediate supervisor at least annually. A formal written performance evaluation will be prepared with a copy provided to the employee being appraised and a copy for the personnel files. If the employee believes that the report is unfair, he or she may prepare comments to be attached to the supervisor's appraisal report.

IX. HEALTH AND SAFETY

A. Workers' Compensation

Workers' Compensation provides benefits for an employee in the event of certain occupational illnesses, injuries, or deaths. See Appendix ~~C~~B for additional information.

B. Occupational Safety and Health

TJPDC is committed to providing a safe and healthy working environment for all employees. Employees shall follow all prescribed safety procedures when performing their daily activities and shall further exercise all reasonable and prudent judgment to ensure safety.

Each supervisor has the responsibility for ensuring that the various work centers are free from any recognized hazards that might lead to death or injury. Further, it is the responsibility of each employee to perform all work in a safe manner. All hazards, death, injuries and illnesses that occur at the TJPDC offices must be reported to the Executive Director within the same day of the discovery of occurrence.

Employees are directed to utilize all applicable safety procedures and to perform all work in a safe manner. Employees are responsible for bringing to their supervisor's attention any potential hazards that might exist within their workstation.

C. Accident Reporting and Investigation

All job-related injuries or illnesses shall be reported to your supervisor immediately, regardless of severity. Failure to report an on-the-job injury or illness may preclude or delay the payment of any benefits you may be eligible for and could subject the TJPDC to fines and penalties.

1. Employer's Responsibilities

a) TJPDC is to investigate the cause of every lost-time accident and determine the means in which to prevent recurrence. Employers are

Formatted: Font: Times New Roman, Not Bold
Formatted: Heading 2, Left, Indent: Left: -0.38", Hanging: 0.38"
Formatted: Font: Times New Roman
Formatted: Body Text Indent
Formatted: Font: Times New Roman
Formatted: Font: Times New Roman, Not Bold
Formatted: Heading 3, Indent: Left: 0"
Formatted: Font: Times New Roman
Formatted: Heading 4, Left, Indent: Left: 0", First line: 0"

required to install any safeguards or take corrective measures indicated or found advisable.

2. Employee Responsibilities

Formatted: Font: Times New Roman, Not Bold

Formatted: Heading 3, Left, No bullets or numbering

~~Specifically, employees shall:~~

~~1.~~a) Report all injuries, regardless of severity, to the appropriate supervisor, immediately, but no later than 24 hours.

Formatted: Heading 4

~~2.~~b) Report and, if possible, correct all unsafe conditions or acts;

~~3.~~c) Avoid horseplay and mischief;

~~4.~~d) Take all standard safety precautions to prevent injury;

~~5.~~e) Follow all safety rules.

D. Workplace Violence

The TJPDC is committed to preventing workplace violence and to maintaining a safe work environment. All employees should be treated with ~~courtesty~~courtesy and respect at all times. Employees are expected to refrain from fighting, “horseplay,” or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited on TJPDC premises without proper authorization.

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Conduct that threatens, intimidates, or coerces another employee or a member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual’s sex, race, age, or any other characteristic prohibited by federal, state, or local law. All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to your immediate supervisor or any other member of management. This includes threats by employees as well as threats by members, insureds, vendors, or other members of the public. When reporting a threat of violence, you should be as specific and detailed as possible. Any person engaging in threats of (or actual) violence may be removed from the TJPDC premises as quickly as safety permits. Individuals who have been removed from the TJPDC premises shall remain off the premises pending the outcome of the TJPDC and/or criminal investigations.

All suspicious individuals or activities should also be reported as soon as possible to a supervisor. No employee will be subjected to retaliation for reporting any threat or perceived threat. TJPDC will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. Violation of this policy may lead to disciplinary action, up to and including dismissal, arrest, and prosecution.

Formatted: Normal, Indent: Left: 1", First line: 0"

E. Weapons in the Workplace

Although possession of firearms is not illegal in Virginia, all employees, including concealed weapons permit holders, are prohibited from carrying weapons during work hours, while in performance of official TJPDC duties or while on TJPDC property (including while driving a TJPDC-owned vehicle), unless the carrying of such a weapon is approved in writing by the Executive Director. In addition, no employee shall store any weapon on TJPDC property unless such storage is approved by the Executive Director.

Formatted: Font: 12 pt

Formatted: Normal, Indent: Left: 1", First line: 0"

Nothing in this section limits an individual who is lawfully authorized to possess a handgun from keeping the gun in a locked container out of view in his/her private vehicle.

Formatted: Normal

X. ELECTRONIC COMMUNICATIONS

A. Internet

1. Provision of Internet: TJPDC may provide electronic, digital and wire communications equipment for business purposes. The use of this equipment for personal use should be minimal and limited to breaks. Messages received, sent, and stored on this equipment will be subject to monitoring from time to time and in the course of this monitoring may be read for content. Employees should be aware that there are stored records of all communications. There should be no expectation of privacy in any communications received, sent, or stored on equipment or service provided by the TJPDC.
2. Employees Access: TJPDC may provide unlimited access to the Internet and the World Wide Web to its employees as one of the many resources available to assist them in doing their jobs better and more efficiently. Therefore, the TJPDC may establish an Internet account that may be accessed by employees.
3. Passwords and Email Addresses
   a) Employees may be provided with passwords and e-mail addresses to enable them to use the account; these addressees and passwords are not provided to make employees' usage confidential or private. E-mail records are business records of the TJPDC. The usage of the Internet may be monitored and is subject to the same code of conduct which applies to all other actions in the workplace and using the TJPDC's Internet account in a manner that violates any rules or regulations constitutes grounds for disciplinary action, up to and including discharge. The electronic use, transmission, and storage of messages, files, images, and sounds are subject to monitoring by the TJPDC.
   b) Employees must not share their passwords with any other individuals, including other employees or outsiders. Neither is it appropriate to attempt to subvert network security either by accessing the Internet without using your password or by seeking to discover other passwords to gain access. Employees are representatives of the TJPDC when using the TJPDC's Internet account. Accordingly, they are expected to act and to communicate professionally on the Internet, not to engage in any commercial or illegal activities, or to use the account for personal business.
4. Employer Access: The TJPDC will have access to a log of all usage, including a list of employees who have used the Internet and the sites they visited. The TJPDC will monitor this usage from time to time, and employees found to be abusing usage or using the Internet inappropriately will be subject to disciplinary action.

B. Consent to Monitoring

Employees consent to the monitoring of communications sent, received and stored on equipment provided by TJPDC, or electronic, wire, or digital services provided by the TJPDC, as a condition of employment.

XI. ALCOHOL AND DRUG FREE WORKPLACE

The Federal Government requires a drug-free workplace be provided when activities are funded with a federal grant. To ensure a drug-free workplace, the employer is required to share a policy with the employees and make them aware of the effect such violations will have on their employment. The employer is further required to make employees aware of programs available related to drug-free workplaces. The Thomas Jefferson Planning District Commission has adopted this policy in response to this requirement. Copies of the drug testing policy will be provided to all employees. Employees will sign an acknowledgment form indicating that they have received a copy of the drug testing policy. Questions concerning this policy or its administration should be directed to the Executive Director.

A. Employee Responsibilities

1. No employee shall unlawfully manufacture, dispense, possess, use, or distribute any controlled substance, medication, or alcohol.
2. Any employee convicted under a federal or state ~~statue~~statute regulating controlled substances shall notify their supervisor and the Executive Director within five days after the conviction.
3. No employee shall consume alcoholic beverages immediately before work, during work hours, or while at work during breaks or lunches.
4. No employee shall be impaired by alcoholic beverages immediately before work, during work hours, or while at work during breaks or lunches.
5. No employee shall represent the TJPDC in an official capacity while impaired by alcohol, illegal drugs, or medication.
6. No employee, using medication that may impair performance, shall operate a motor vehicle or engage in safety sensitive functions while on duty for the TJPDC.
7. If an employee is using a prescription or non-prescription medication that may impair performance of duties, the employee shall report that fact to his or her supervisor.
8. An employee who has reason to believe that the performance of another employee is impaired by alcohol, illegal drugs, and/or medication shall immediately notify the supervisor or The Executive Director.

B. Disciplinary Action

Because of the serious nature of illegal use or abuse of alcohol, controlled substances, and/or non-prescribed use of medication, appropriate employee disciplinary action will be taken for any violation of this policy, up to and including termination.

C. Drug & Alcohol Testing

In order to achieve a drug-free ~~work place~~workplace, employees in, and applicants for, safety sensitive positions shall be required to participate in all of the following alcohol and controlled substances testing:

1. When an applicant for a safety-sensitive position has been extended a conditional offer of employment but before beginning work.
2. When there is a reasonable suspicion to believe that the employee is in an impaired state.
3. When the employee has been involved in an ~~on duty~~on-duty accident or has endangered others in the workplace.

4. On a random basis for safety sensitive positions.
5. As a condition for return to duty after testing positive for controlled substances or alcohol.
6. As part of follow-up procedures to return-to-duty related drug or alcohol violations.

XII. EMPLOYEE RIGHTS AND RESPONSIBILITIES

A. Standards of Conduct

At a minimum, the following standards are expected of all employees:

1. Timely and regular attendance.
2. Dependable application of time. Employees are expected to apply themselves to their assigned duties during the full schedule for which they are compensated.
3. Appropriate and professional attire.

   It is the purpose of this guide and associated written policies to provide appropriate guidelines for employee appearance while at work and performing ~~work related~~work-related duties.

   It is imperative that all TJPDC employees project a positive, professional image to our external & internal stakeholders. This policy provides guidance for dress and appearance in order to convey that image. The Executive Director may establish dress requirements as appropriate to the respective work-related duties. Staff should be aware that "conservative is always appropriate" in the workplace in terms of image with the public and fellow staff. A "rule of thumb" assessment of attire is to always dress professionally, thinking of others, and always dress to a minimum of the next level up from who you would come in contact with during the course of business.
4. Courteous and professional behavior toward the public and fellow employees.
5. Appropriate use and maintenance of TJPDC-owned property.

B. Conflict of Interest

1. Employee Obligation: Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest.
2. Definition of Conflict of Interest: An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of TJPDC's business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.
3. Disclosure: No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to an officer of TJPDC as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.
4. Gifts and Special Consideration: Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which the

TJPDC does business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving the TJPDC.

C. Outside Employment

1. Employees shall not undertake other employment in planning or a related profession, whether or not for pay, without having made full written disclosure to the TJPDC and having received subsequent written permission to undertake additional employment.
2. Employees shall not accept from anyone other than the TJPDC any compensation, commission, rebate, or other advantage that may be perceived as related to TJPDC employment.

D. Ownership of Work Performed at TJPDC

Employees may not receive any income or material gain from individuals outside the TJPDC for materials produced or services rendered while performing their jobs. TJPDC retains ownership of all work produced by its employees. Employee agrees to transfer and assign, and hereby transfers and assigns, to TJPDC, without further compensation, the entire right, title and interest throughout the world in and to: (a) all intellectual property resulting from Employee's work for or on behalf of TJPDC and (b) all creations and inventions that are otherwise made through the use of TJPDC's equipment, supplies, facilities, materials and/or proprietary information. ("IP Work") All such IP Work that is protectable by copyright will be considered work(s) made by the Employee for hire for Company (as defined in the United States Copyright Act, 17 U.S.C. Â§ 101) and will belong exclusively to TJPDC. If by operation of law any of such IP Work is not owned in its entirety by TJPDC automatically upon creation, Employee agrees to transfer and assign, and hereby transfers and assigns, the same to TJPDC.

E. Political Activity

1. An employee shall not be coerced to support a political activity, whether funds or time are involved.
2. An employee shall not engage in political activity on work premises during work hours.
3. An employee shall not use TJPDC-owned equipment, supplies or resources, and other attendant material (diskettes, paper, computer online and access charges, etc.) when engaged in political activities.
4. An employee shall not use, discriminate in favor of or against, any person or applicant for employment based on political activities.
5. An employee shall not use the employee's title or position while engaging in political activity.

XIII. SMOKING – TJPDC WORKPLACE

In keeping with TJPDC's intent to provide a safe and healthful work environment, smoking, e-cigarettes, and tobacco use are prohibited throughout the workplace and TJPDC vehicles.

This policy applies equally to all employees, customers, and visitors.

XIV. DISCIPLINE AND GRIEVANCES

To ensure orderly operations and provide the best possible work environment, TJPDC expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization. TJPDC employees are expected to conduct themselves in a professional and courteous manner, as representatives of the TJPDC. Employees are expected to avoid any action, which might result in giving preferential treatment to any organization or person, losing independence or impartiality of action, or adversely affecting the integrity of the TJPDC.

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

The TJPDC encourages informal two-way communication between employees and supervisors. Where professional or personal problems affect a staff member's ability to function optimally, the employee should discuss the problems with his or her immediate supervisor. The TJPDC expects that this informal, open communication policy will minimize the need to use the formal grievance procedure established under these policies.

A. Disciplinary Action

If an employee's work performance or behavior is deemed unsatisfactory, the following kinds of disciplinary action may be taken, depending upon the circumstances: oral admonishment, written reprimand, suspension, paid or unpaid administrative leave, demotion or dismissal. Other types of discipline may be used in addition to those listed.

The following are examples of infractions of rules of conduct that may result in discipline. The list is not inclusive and other misconduct may be subject to disciplinary action:

1. Theft or inappropriate removal or possession of property;

Formatted: Normal

2. Negligence with TJPDC property or misuse of TJPDC property;

~~1.~~

Formatted: Normal, Indent: Left: 1"

~~2.~~3. Willfully ~~F~~falsifying ~~ication of timekeeping records;~~TJPDC records (including time records, leave records, job applications, or pay or reimbursement vouchers);

~~3.~~4. Using or being impaired at work by intoxicants, drugs or alcohol; ~~Working under the influence of alcohol or illegal drugs;~~

~~4.~~5. Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment;

~~5.~~6. Performing official duties in a rude and discourteous manner, threatening co-workers, fighting or using ~~threatening~~ physical violence while on duty;

~~6.~~7. Negligence or improper conduct leading to damage of employer-owned or customer-owned property;

~~7.~~8. Sexual or other unlawful or unwelcome harassment;

~~8.~~9. Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace

~~9.~~10. Excessive absenteeism or any absence without notice

~~10.~~11. Unauthorized use of telephones, mail system, internet, or other employer-owned equipment for non-TJPDC business activities;

~~11.~~12. Violation of personnel policies or any workplace rule;

13. Neglecting duty or continually being unable or unwilling to render ~~Un~~satisfactory performance; ~~or conduct~~

14. Violating any lawful official regulation or order or willfully failing to obey a proper direction of the supervisor or Executive Director;

Formatted: Normal

15. Conviction of a felony or of a misdemeanor involving moral turpitude and other criminal acts that continued performance of duties is compromised;
16. Accepting a bribe, gift, token, money, or other thing of value intended as an inducement to perform or refrain from performing any official acts, or engages in any action of extortion or other means of obtaining money or other things of value through his/ her position in the TJPDC;
17. Failing to report for work or being absent without prior notice to supervisor;

18. Unsatisfactory attendance, excessive absences, or excessive tardiness;

Formatted: Normal

19. Engaging in conduct on social media that negatively impacts the work environment;

Formatted: Normal

20. Refusal to participate in workplace investigations;

Formatted: Normal

B. Notification

Prior to imposing disciplinary action, including termination, the supervisor shall inform the employee of the reason for the discipline and the employee shall have the right to comment on the discipline. However, the supervisor may have the employee removed from the workplace prior to giving an opportunity to comment if the employee's continued presence poses a safety danger or is disruptive to the workplace.

C. Grievance

The TJPDC grievance procedure is available for ~~full-time~~ employees of TJPDC, except as noted in the procedure. The grievance procedure is defined in Appendix A.

XV. TERMINATION OF EMPLOYMENT

TJPDC will generally schedule exit interviews at the time of employment termination. The exit interview will afford an opportunity to discuss such issues as employee benefits, conversion privileges, repayment of outstanding debts to TJPDC, or return of TJPDC-owned property. Suggestions, complaints, and questions can also be voiced. Employees will receive their final pay in accordance with applicable state law.

A. Resignation

To resign in good standing, an employee must give at least two ~~weeks~~weeks' advance notice. If special circumstances exist, the Executive Director may waive the notice requirement. Failure to give the required advance notice will result in forfeiture of compensation for accrued leave. Failure to return to work at the expiration of an approved leave of absence shall be interpreted as a resignation. Prior to an employee's departure, an exit interview will be scheduled to discuss the reasons for resignation and the effect of the resignation on benefits.

B. Lay-off

TJPDC reserves the right to dismiss employees for lack of available work or funds. In such cases, every effort will be made to give the employees affected a minimum of two ~~weeks~~weeks’ advance notice.

C. Termination for Inability to Perform

An employee may be terminated if he or she becomes physically or mentally unable to perform the duties of the position. However, any such action shall be taken in a manner that complies with the requirements of the Americans with Disabilities Act.

D. Dismissal

Dismissal is an involuntary employment termination initiated by TJPDC as a result of unsatisfactory work performance or behavior.

E. Retirement

An employee may voluntarily terminate employment upon meeting age and length of service requirements for retirement.

~~XVI.I. MODIFICATION OF POLICIES~~

~~These policies do not constitute a contract of employment. The policies as a whole, or individually by section, may be modified, amended, or rescinded at the sole discretion of the TJPDC without notice.~~

XVI. USERRA

Uniformed Services Employment and Re-Employment Rights Act of 1994

The Uniformed Services Employment and Re-Employment Rights Act of 1994 USERRA applies to all employers in the public and private sectors, including Federal employers. The Act protects all members of the uniformed services from discrimination in employment regardless of whether their uniformed service was in the past, present, or future (intent to join). The discrimination provisions of USERRA, set forth in section 4311, address problems regarding initial employment, reemployment, retention in employment, promotion, or any other benefit of employment.

Any person re-employed after military service is entitled to all seniority and other rights and benefits, including medical insurance coverage, which would have been available if the employment had not been interrupted by military service. The veteran re-employment rights are effective unless the cumulative length of the current absence plus any previous absences exceed five (5) years.

Human USERRA requires that service members provide advance written or verbal notice to their employers for all military duty unless giving notice is impossible, unreasonable, or precluded by military necessity. Upon return from military duty, the period an individual has to make an application for reemployment or report back to work is based on the time spent on military duty. For service of 30 days or less, the service member must report back to work at the beginning of the next regularly scheduled work period on the first full day after release from service. For

Formatted: Font: Times New Roman, 12 pt
Formatted: Left, Indent: First line: 0.3"
Formatted: Left, Indent: Left: 0.5"
Formatted: Left
Formatted: Left, Indent: Left: 0.5"
Formatted: Font: Times New Roman, 12 pt
Formatted: Left, Indent: Left: 0.5"

service of 31 – 180 days, the service member must submit an application for reemployment within 14 days of release from service. For service of 181 days or more, an application for reemployment must be submitted within 90 days of release from service.

Reemployment of a person is excused if an employer's circumstances have changed so much that reemployment of the person would be impossible or unreasonable. Employers are excused from making efforts to qualify returning service members, or from accommodating those with disabilities incurred during service, when doing so would be of such difficulty or expense as to cause "undue hardship." Reemployment is not required where the position left to enter the service was for a brief and non-recurrent period and which could not reasonably be expected to continue indefinitely or for a significant period. The employer has the burden of proving (not simply asserting) the impossibility or unreasonableness, undue hardship, or the brief, non-recurrent nature of the employment. An employer may not use the lack of documentation at the time the individual requests return as a basis for delaying or denying reinstatement. If the documentation received later shows that the individual is not eligible for protection under USERRA, the person may be terminated at that point. An employer has the right to require a person who is absent for a period of service of 31 days or more to provide documentation showing that: 1) the application was timely, 2) the 5-year service limit was not exceeded, and 3) the separation from service was not under circumstances specified in section 4304 of USERRA.

The following are some of the major requirements of USERRA, but is not meant to be all inclusive:

Health Benefit Coverage - on return from service, health insurance coverage must be reinstated without any waiting period or exclusions for preexisting conditions, other than waiting periods or exclusions that would have applied even if there had been no absence for uniformed service.

Pay - a person reemployed is entitled to the rate of pay he or she would have attained, with reasonable certainty, if continuously employed during the period of service. The term "pay" is not limited to the wages received. It includes all elements of compensation such as drawing accounts, bonuses, and shift premiums. It includes hourly rate, piece rate, salaries, and commissions. USERRA does not require an employer to pay an employee while performing uniformed service; however, an employer is free to do so if desired.

Promotions - unless it is impossible or unreasonable, an employer is generally required to allow a returning service member to make up a test for promotion that was missed while he or she was absent. If the reemployed employee is successful on the makeup exam, and there is a reasonable certainty that, given the results of the exam, that reemployed employee would have been promoted during the time he or she was in military service, then the reemployed employee's promotion must be made effective as of the date it would have occurred had the employment not been interrupted by military service. If it is reasonably certain that an employee would have received a promotion during his or her absence for service and the employee requires further qualification for the position as a result of the military leave, the employer must make reasonable efforts to qualify the person. USERRA provides that returning service members are reemployed in the job that they would have attained had they not been absent for military service (a.k.a. "escalator position") with the same seniority, status and pay, as well as other rights and benefits determined by seniority.

Formatted: Left
Formatted: Left, Indent: Left: 0.5"
Formatted: Left
Formatted: Left, Indent: Left: 0.5"
Formatted: Left
Formatted: Left, Indent: Left: 0.8"
Formatted: Left
Formatted: Font: Times New Roman, 12 pt
Formatted: Left, Indent: Left: 0.8"

Raises - a returning service member is entitled to all general pay raises that he or she would have received with reasonable certainty but for the absence for service in the uniformed services.

Vacation - USERRA requires an employer to allow an individual to use earned vacation credits while absent for service, providing that usage is at the employee's request. An employer may not require the use of vacation for a service absence, unless the absence coincides with a period, such as a plant shutdown, when ALL employees are required to take vacation.

Formatted: Font: Times New Roman, 12 pt

Formatted: Left, Indent: Left: 0.8"

Formatted: Left

Formatted: Left, Indent: Left: 0.8"

XVII. MODIFICATION OF POLICIES

These policies do not constitute a contract of employment. These policies as a whole, or individually by section, may be modified, amended, or rescinded at the sole discretion of the TJPDC without notice.

APPENDIX A
GRIEVANCE PROCEDURE

The purpose of this procedure is to provide a prompt, fair, and orderly method for the resolution of employee grievances initiated by eligible employees of the TJPDC.

I. GRIEVANCE DEFINED

A. A grievance is a complaint or dispute by an employee related to his or her employment, including but not necessarily limited to:

1. Disciplinary actions, including dismissals, disciplinary demotions, and suspensions, provided that dismissals result from formal discipline or unsatisfactory job performance.
2. The application of personnel policies, procedures, rules and regulations
3. Discrimination on the basis of race, color, creed, religion, age, disability, national origin, sexual orientation or gender.
4. Acts of retaliation as the result of the use of or participation in the Grievance Procedure or because the employee has complied with any law of the United States or the Commonwealth, has reported any violation of such law to a governmental authority, has sought any change in law before the Congress of the United States or Virginia General Assembly, or has reported an incidence of fraud, abuse, or gross mismanagement.

B. Management Rights and Prerogatives

TJPDC reserves to itself the exclusive right to manage the affairs and operations of the TJPDC. Accordingly, complaints involving the following management rights and prerogatives are not grievable:

1. Establishment and revision of wages or salaries, position classification or general benefits.
2. Work activity accepted by the employee as a condition of employment or work activity which may reasonably be expected to be part of the job content.
3. The contents of personnel policies, procedures, rules and regulations.
4. Failure to promote except where the employee can show that established promotional policies or procedures were not followed or applied fairly.
5. The methods, means and personnel by which work activities are to be carried on.
6. Termination, layoff, demotion or suspension because of lack of work, reduction in work force, or job abolition, (except where such action affects an employee who has been reinstated within the previous six months as the result of the final determination of a grievance) provided that such action shall be upheld on a showing by the Commission that:
   a) There was a valid business reason for the action and
   b) The employee was notified on the reason in writing prior to the effective date of the action
7. Promotion, transfer or reassignment of an employee, except where the transfer or reassignment was in retaliation for an otherwise grievable action.

~~7.~~8.

II. ELIGIBILITY

All TJPDC employees are eligible to participate in the Grievance Procedure.

III. PROCEDURE

The following formal procedures are set forth for clarity; however, it is the desire of the Commission that differences be resolved in an informal manner prior to entering into this formal procedure. Informal resolution takes the form of conversations and/or written explanations for discussion purposes between the employee and his or her immediate supervisor.

A. If an employee's complaint cannot be resolved by informal resolution, an employee may initiate a grievance upon the filing by an employee (the "Grievant") of an initial written complaint, including any documents to exhibits to be attached (the "Grievance") directed to the employee's immediate supervisor (the "Supervisor"). The time limit for filing a Grievance shall be no more than thirty (30) days following the action giving rise to the grievance. The Grievance must include a statement of the action or actions being grieved, as well as a statement by the employee of the desired resolution of the Grievance. The Supervisor must both (i) acknowledge receipt, in writing, of a Grievance, and (ii) set a date and time for an in-person discussion of the Grievance with the Grievant, within five (5) business days after the Grievance is submitted to the Supervisor. The in-person discussion must be scheduled for a date not more than five (5) business days after the Supervisor's acknowledgment. Within five (5) business days after the in-person discussion, the Supervisor must complete such investigation and review of the Grievance, as the Supervisor deems appropriate, and communicate in writing his or her decision to the Grievant.

B. If a Grievant is dissatisfied with the decision of the Supervisor, the Grievant shall have five (5) business days from the date of receipt of the Supervisor's decision in which to submit the Grievance and a written request for review to the Human Resources Director~~Fiscal Officer~~. The Human Resources Director ~~Fiscal Officer~~ must both (i) acknowledge receipt, in writing, of a Grievance, and (ii) set a date and time for an in-person discussion of the Grievance with the Grievant, within five (5) business days after the Grievance is submitted to the ~~Fiscal Officer~~Human Resources Director. The in-person discussion must be scheduled for a date not more than five (5) business days after the Human Resources Director~~Fiscal Officer~~'s acknowledgment. Within five (5) business days after the in-person discussion, the Human Resources Director ~~Fiscal Officer~~ must complete such investigation and review of the Grievance, as the Human Resources Director ~~Fiscal Officer~~ deems appropriate, and communicate in writing his or her decision to the Grievant.

C. If a Grievant is dissatisfied with the decision of the Human Resources Director~~Fiscal Officer~~, the Grievant shall have five (5) business days from the date of receipt of the Human Resources Director~~Fiscal Officer~~'s decision in which to submit the Grievance and a written request for review to the Executive Director. The Executive Director must both (i) acknowledge receipt, in writing, of a Grievance, and (ii) set a date and time for an in-person discussion of the Grievance with the Grievant, within five (5) business days after the Grievance is submitted to the Executive Director. The in-person discussion must be scheduled for a date not more than five (5) business days after the Executive Director's acknowledgment. Within five (5) business days after the in-person discussion, the Executive Director must complete such investigation and review of the Grievance, as the Executive Director deems appropriate, and communicate in writing his or her decision to the Grievant. The decision of the Executive Director shall be final and not subject to further grievance; provided, however, that if the complaint which forms the basis for the Grievance relates to any action of the Executive Director, the decision of the Executive Director with respect to the Grievance shall be further reviewed and approved, modified or replaced by the decision of the Chairman of the ~~Commissio~~Commission or a Grievance Panel ~~n.~~appointed by the Chairman.

D. After the filing of a Grievance, failure of either the Grievant or the Commission to comply with all substantial procedural requirements of this Grievance Procedure (including any Panel hearing as hereinafter provided for), without just cause, shall result in a decision in favor of the other party on any grievable issue, provided the party not in compliance fails to correct the noncompliance within five (5) business days after receipt of written notice from the other party of the compliance violation. Such written notification, if made by the Grievant, shall be made to the Executive Director. All such procedural compliance issues shall be determined by the Chairman of the ~~Commission~~Commission, or a Grievance Panel appointed by the Chairman.

E. The Supervisor, ~~Fiscal Officer~~Human Resources Director and Executive Director shall be entitled to conduct such investigations of a Grievance as such person deems appropriate, including, without limitation, the conduct of interviews with appropriate witnesses and the examination of appropriate documentation.

F. All documentation related to a Grievance shall be kept on file for the duration of employment plus seven years.

IV. NO CONTRACTUAL RIGHTS.

Nothing contained in this Grievance Procedure shall create any contractual obligation in favor of any employee, including any contractual right of employment between the Commission and any of its employees, it being understood that all employees of the Commission are "at will" employees and that the Commission may terminate the employment relationship at any time, with or without notice and with or without reason or cause.

APPENDIX B
WORKER'S COMPENSATION ADMINISTRATIVE PROCEDURES

Workers' Compensation Policy

Our first responsibility is the prevention of occupational injuries and illnesses. Despite our best efforts, injuries and illnesses do sometimes occur. Workers' Compensation provides benefits for an employee in the event of certain occupational illnesses, injuries, or death.

Reporting

Employees are required to immediately report, in writing, all workplace injuries, conditions or illnesses, to their supervisor. All incidents shall be reported no matter how insignificant and ~~regardless~~regardless of if medical treatment is necessary. The employee should retain a copy of the written notice given to the supervisor. If the immediate supervisor is not available, report must be made to the ~~Finance~~ Human Resources Director. Late reporting by the employee can result in delayed or denied workers' compensation benefits.

The Supervisor or ~~Finance~~ Human Resources Director shall immediately complete an accident report ~~and submit this report to its workers compensation provider (usually VML Insurance~~on-line by going to Virginia Risk Sharing Association (VRSA) Website: www.vrsa.us ~~)~~. Delays in reporting can jeopardize the employees' rights under the workers' compensation law and subject TJPDC to penalties, which can be assessed by the Virginia Workers' Compensation Commission. All ~~accident~~ ~~occupational reports~~occupational reports shall be submitted to the ~~workers compensation provider~~VRSA immediately upon notification of a work-related injury or illness (~~-~~within 24 hours). ~~of the notification of a work related injury or illness.~~

Panel of Physicians

TJPDC has an approved Panel of Physicians for treating workers' compensation injuries and illnesses. The supervisor shall, immediately upon notification of a ~~work related~~work-related injury or illness, provide the employee with a copy of the Panel of Physicians. The employee shall sign and date an acknowledgement of receipt of the Panel of Physicians and the supervisor shall witness the employee's signature. The Panel of Physicians shall be offered to the employee, ~~regardless~~regardless of if the employee intends to receive medical attention. The supervisor shall retain the original signed document and provide the employee with a copy of the signed document.~~Panel~~.

Treatment by a physician or medical facility outside of the panel will be at the employee's expense.

However, in the event of an emergency the employee may seek treatment at the closest emergency facility. Once the emergency treatment is completed a panel physician must be chosen for follow up care.

Medical Treatment

An employee shall not utilize health insurance for situations believed to be work related, unless the claim is denied by the ~~workers~~worker's compensation carrier. The supervisor will provide employees with a Medical First Report form to take with them for initial treatment. This form is for the physician to complete. The employee shall provide the completed form to their supervisor following treatment, so the TJPDC is aware of the employee's return to work capabilities or restrictions.

Immediately upon receipt all medical bills, reports and other medical correspondence shall be forwarded to VRSA. All medical facility inquiries shall be referred to VRSA.

Only Virginia Risk Sharing Association (VRSA) has the authority to authorize treatment, testing, physical therapy, surgery, change in physician, second opinion, etc.

The employee shall cooperate with the TJPDC workers' compensation administrator, VRSA. This includes supplying disability slips, medical information, keeping appointments etc. Additionally, the employee shall keep their supervisor and Human Resources Director advised of their work status and cooperate with return-~~to work~~to-work efforts.

Prescriptions

The supervisor shall complete and provide the employee with ~~first~~the first fill prescription form/letter. The employee will take this authorization to a participating network pharmacy and will be ~~provided~~provided with a 10-day supply of medication at no cost. This authorization is valid for ~~on time~~one-time use only. Virginia Risk Sharing Association (VRSA) must authorize any additional medication prescribed beyond the first fill.

Should an employee incur the cost for any medication, a receipt, which includes the employee's name, prescribing physician's name, date of purchase, name of medication and cost of medication, may be submitted to the VRSA for reimbursement consideration.

Wage Loss Benefits

An employee is not entitled to lost wage compensation for the first seven days of incapacity resulting from a ~~work related~~work-related disability. The Virginia Workers' Compensation Law includes weekends/holidays in this count, and these days do not need to be consecutive.

The employee will be given the option of using earned sick or annual leave for up to seven days. If the employee chooses not to use earned leave this will be excused leave without pay. It is the employee's responsibility to notify his supervisor regarding how he/she would like to charge the first seven days missed. If a designation is not made, the period missed from work will not be compensated by the employer.

~~If~~When the absence is longer than seven days and is authorized by a panel physician and is the result of a compensable injury under the Virgina Workers' Compensation Act, the employee ~~may~~ ~~will receive~~will receive compensation benefits from ~~VML Insurance Programs~~VRSA in accordance with the provisions of the Virginia Workers' Compensation Act.

~~If~~When an employee is out of work over twenty-one days for a covered injury/illness, which disability is authorized by a panel physician, the employee will receive from ~~VML Insurance Programs,~~VRSA compensation for the first seven days. The employee may turn this payment over ~~to, or~~to or reimburse TJPDC for the amount of compensation awarded to the employee for the first seven days of absence and the TJPDC shall reinstate the employees' earned leave. Because workers' compensation benefits are not taxable, TJPDC shall make a taxable adjustment on this pay.

Injured employees do not continue to accrue sick and annual leave while out of work due to a workers' compensation injury/illness.

Temporary and part-time employees who are not eligible for annual leave and employees who have no earned leave available will not receive pay for the first seven days missed from work unless the ~~employees~~employee's absence is greater than twenty-one days under the conditions described above.

Earned annual or sick leave cannot be used concurrently with workers' compensation benefits.

Work related disability will be designated under the Family Medical Leave Act (FMLA) and will run concurrently with workers' compensation benefits, if the disability constitutes a "serious health condition".

While receiving workers' compensation benefits, any voluntary deductions are the responsibility of the employee.

Earned annual or sick leave may be used for disability resulting from a denied workers' compensation claim and disability will be designated under FMLA, if the disability constitutes a "serious health condition".

Return to Work – Light / Modified Duty:

TJPDC shall make every effort to provide light/modified duty for employees with temporary restrictions resulting from a work-related disability. All light/modified assignments will be within the employee's medical capability and will adhere to the treating physician's recommendations. The light/modified assignment may or may not be in the same occupation, department, pay scale, hours, etc. as the employee was performing prior to the work-related injury or illness.

If an employee refuses a light/modified assignment that has been approved by their treating physician and is within their capabilities, his/her workers' compensation benefits will be jeopardized.

APPENDIX C
~~**FORMS**~~

EMPLOYEE HANDBOOK ACKNOWLEDGMENT FORM

The employee handbook describes important information about TJPDC, and I understand that I should consult the Executive Director regarding any questions not answered in the handbook. I have entered into my employment relationship with the TJPDC voluntarily and acknowledge that there is no specified length of employment. Accordingly, either TJPDC or I can terminate the relationship at will, with or without cause, at any time, so long as there is no violation of applicable federal or state law.

Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions to the handbook may occur, except to TJPDC's policy of employment-at- will. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the Commission of the TJPDC has the ability to adopt any revisions to the policies in this handbook.

Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

___________________________________ ____________________
SIGNATURE DATE

____
EMPLOYEE'S NAME (TYPED OR PRINTED)

APPENDIX D

DRUG-FREE WORKPLACE POLICY ACKNOWLEDGEMENT FORM

It is the policy of the Thomas Jefferson Planning District Commission that all employees of the Commission are hereby notified that:

1. The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace.
2. The workplace is defined as the environs of the office, presently located at 401 East Water Street, Charlottesville and any and all other places at which the employees conduct the work of the Commission.
3. Should an employee be seen engaged in activities outlined in paragraph number 1, the employee will be suspended for a period of no more than three months while an investigation is conducted by the Executive Director and a member of the Commission. Should the Executive Director be found to be engaged in activities in paragraph number 1, two members of the Commission shall ~~chose~~choose a staff person to investigate the charges.

The findings of the investigation will be shared with the employee when completed and a decision on continuation of employment or a rehabilitation program will be made at that time.

Manufacture, distribution, dispensing, possession, or use of a controlled substance in the workplace may subject the employee to a severance of employment. If education or rehabilitation is feasible, and the employee agrees to such a program, continuation of employment will be considered.

Information concerning the availability of drug-free programs will be made available to the employees as such programs are conducted. Employees may seek treatment; coverage may be included in the health plan.

Employee acknowledgment:

I have read the above Drug-Free Workplace Policy and am aware of the consequences of violating the policy.

___________________________________ ____________________
SIGNATURE DATE

____
EMPLOYEE'S NAME (TYPED OR PRINTED)

APPENDIX E

FLEX TIME GUIDANCE

Purpose: To provide guidance on the use, documentation, and consideration of flex time by TJPDC employees. As per the employee handbook, the normal work week for which salary is paid consists of 40 billable hours, broken down into eight hours a day, Monday through Friday. Flexible scheduling, or flex time, is available to allow employees to vary their starting and ending times each day within established limits while still working 40 billable hours. The following guidance should be used when requesting, considering requests, using, or documenting flex time.

Formatted: Body Text, Indent: Left: 0", Right: 0", Space Before: 0.55 pt

1. Staff may flex their time within their workday and across their work week, staying within a single pay period, as needed, without manager/~~director~~director's approval.

2. A schedule change to not work on a normally scheduled day must have prior approval from the employee's immediate supervisor.

3. Daily work logs must be maintained by employees, which generally identify completed tasks, phone calls, meetings, etc. The daily work log must be shared via the employee's digital work calendar (currently Microsoft Office 365). The calendar should report time, duration, general description, and billing code for the tasks completed.

4. Accurate reporting of daily hours worked within each work week is required on the ~~employee's~~employees' timesheet. *Example: If you work 10 hours on a Monday and 6 hours on a Tuesday, you must enter 10 hours of work in your timesheet for Monday and 6 hours for Tuesday.*

5. Flex time must be used within the pay period that it is earned, or it is forfeited.

6. While the TJPDC does not offer a compensatory time off policy, the supervisor/director may approve time off of hours or a full day, when an employee has or expects to exceed 40 hours of work in a work week due to mandated workload, after hours meetings, project deadlines, or to meet other involuntary organizational needs. The time off for additional work must be taken within the same ~~or next pay period~~ month that it is earned, and as approved by the immediate supervisor.

Formatted: Strikethrough

APPENDIX F

Telework Program Policy

Teleworking, or telecommuting, is the concept of working from home or another location. Teleworking is not a formal, universal employee benefit. Rather, it is an alternative method of meeting the needs of the Thomas Jefferson Planning District Commission (TJPDC). The TJPDC has the right to refuse to make teleworking available to an employee and to terminate a teleworking arrangement at any time. Employees are not required to telework. Employees have the right to refuse to telework if the option is made available.

The TJPDC's policies for teleworking are as follows:

Compensation and Work Hours

The employee's compensation, benefits, work status, and work responsibilities will not change due to participation in the teleworking program.

The amount of time the employee is expected to work per day or pay period will not change as a result of participation in the teleworking program.

Employees will normally be allowed to work 40% (16 Hours) of their work week through telecommuting. Employees are expected to work 8 billable hours each workday. Part-time staff should discuss telework arrangements with their supervisors, since their job expectations may differ from ~~full time~~full-time staff and a different percentage of telecommuting time may be appropriate.

Teleworking schedules are established with the employee's immediate supervisor and/or Program Director. Temporary changes to an established schedule (such as remote work on a normal in-office day) must be approved by the employee's immediate supervisor. A Remote Work Agreement must be completed and signed by the employee, employee's immediate supervisor, program director and Executive Director. The original Remote Work Agreement will be retained by the TJPDC and kept in the employee's personnel file and a copy will be provided to the employee.

Daily work logs must be maintained by telecommuting employees, which generally identify completed tasks, phone calls, meetings, etc. The daily work log must be shared via the employee's digital work calendar (currently Microsoft Office 365). The calendar should report time, duration, general description, and billing code for the tasks completed. (Example provided at the end of this policy.)

Eligibility

Employees will be eligible based on the suitability of their job, keeping in mind that job expectations are subject to change based on the organization's needs. An employee's continued eligibility is subject to satisfactory job performance, including being reachable during work hours, as determined by the immediate supervisor and/or Program Director.

Equipment/Tools

The TJPDC may provide specific tools/equipment for the employee to perform his/her current duties. Equipment may include a laptop computer, monitor, mouse, and necessary software. Other equipment,

Formatted: Indent: Left: 0"

Formatted: Font: Times New Roman, 14 pt

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

supplies, and internet access are the responsibility of the employee, and no additional compensation will be provided for such items. An employee must have adequate broadband access to participate in virtual meetings via video conferencing software, such as Zoom, Teams, etc.

Equipment, software, and data provided by the TJPDC for use at the remote work location is limited to authorized persons and for purposes relating to TJPDC business, in accordance with the Electronic Communications section of the Employee Handbook. The TJPDC will provide for repairs only to TJPDC equipment. When the employee optionally uses her/his own equipment, the employee is responsible for maintenance, repair, and replacement of that equipment.

Reasonable effort should be made to ensure the safety and security of any TJPDC materials or equipment taken home, to prevent loss, damage, or theft. Documents containing sensitive information (e.g., personnel records) and original copies of financial records should not be taken home.

All work documents shall be saved on TJPDC-approved and provided storage media, such as network file server (through VPN), Microsoft Office 365, or other TJPDC-provided storage. No documents should be saved exclusively on personal devices.

Worker's Compensation

During work hours and while performing work functions, teleworkers may be covered by worker's compensation.

The TJPDC is not liable for loss, destruction, or injury that may occur in or to the employee's home. This includes family members, visitors, or others that may become injured within or around the employee's home. No TJPDC-related in-person meetings should occur at the home.

Dependent Care

Teleworking is not a substitute for dependent care. Employees must use their judgement on whether they need to use personal or sick leave when they have dependent care responsibilities during their established work schedule. Teleworkers may flex their time while remaining generally available and productive during core work hours. Dependent care must not interfere with scheduled meetings and interactions. Temporary changes to an established schedule must be approved by the employee's immediate supervisor.

Sick Leave

Teleworking is not a substitute for sick leave. Employees must use their judgement on whether they need to use sick leave when there is risk of spreading an illness or they are feeling unwell. Teleworkers may flex their time while remaining generally available and productive during core work hours. Exceptions may be made on a case-by-case basis to establish a pre-approved sick leave work schedule. Temporary changes to an established schedule must be approved by the employee's immediate supervisor.

Communication

Employees must be generally available by phone, video conference, and email during core work hours of 9:00 am to 4:00 pm on telework days. All client interactions will be conducted on a client or TJPDC communications platform. Teleworkers must remain available for staff meetings and other meetings deemed necessary by management. Employees must document on their online calendars any meetings away from their remote work site.

Evaluation

The employee shall agree to participate in all studies, inquiries, reports, and analyses relating to this program.

The employee remains obligated to comply with all TJPDC rules, practices, and instructions.

Policy Date: April 12, 2022

Formatted: Indent: Left: 0"

APPENDIX G

Remote Work Agreement Form

Formatted: Font: 14 pt

Formatted: Font: 14 pt

Thomas Jefferson
Planning District Commission

REMOTE WORK AGREEMENT

Employee Name	
Date	
Employee Signature	
Immediate Supervisor Signature	
Program Director Signature	
Executive Director Signature	

List any TJPDC equipment taken offsite for remote work:

1.
2.
3.

	Monday	Tuesday	Wednesday	Thursday	Friday
TJPDC					
Remote Site					

A complete work schedule is required. (Please use an "x" to identify which days the employee will work either at the TJPDC or at the alternate site.) The employee must be available between the hours of 9:00 am and 4:00 pm on remote workdays unless otherwise specified on this form.

Remote work schedule and eligibility will be reviewed as needed.

Policy Date: April 12, 2022

Formatted: Indent: Left: 0", Space After: 15 pt, Pattern: Clear (White), Tab stops: Not at 6.94"

Employee Handbook

FOR CONSIDERATION OF ADOPTION BY TJPDC ON OCTOBER 3, 2024

Adopted by TJPDC on Insert Adoption Date Here:

Replaces earlier versions:
Original issue: 12/1/96
Update: 2/3/2000
Update: 9/4/2003
Update: 10/6/2016

Thomas Jefferson
Planning District Commission
Post Office Box 1505
Charlottesville, VA 22902-1505
Telephone: 434-979-7310

EMPLOYEE HANDBOOK
THOMAS JEFFERSON PLANNING DISTRICT COMMISSION
ADOPTED BY TJPDC ON: INSERT ADOPTION DATE HERE
TABLE OF CONTENTS

APPENDICES

EMPLOYEE HANDBOOK (1)
THOMAS JEFFERSON PLANNING DISTRICT COMMISSION
ADOPTED BY TJPDC ON INSERT ADOPTION DATE HEERE

About the Thomas Jefferson Planning District Commission: Planning District Commissions (PDCs) were established by the General Assembly under the Virginia Area Development Act (Code of Virginia, Title 15. 1, Ch. 34). The Thomas Jefferson PDC was formed in 1972 to provide a forum for discussion of issues localities have in common, or on which there is disagreement; to work to decrease fragmentation in government; to plan cooperatively for the future; and to provide planning services to local governments as requested. As a public body, the TJPDC strives to include the public in decision-making.

Mission Statement: The mission of the Thomas Jefferson Planning District Commission is to serve our local governments by providing regional vision, collaborative leadership and professional service to develop effective solutions.

I. PURPOSE OF THIS HANDBOOK

The objective of this Employee Handbook with addendums ("Handbook") is to provide a uniform system of personnel administration for the staff of the Thomas Jefferson Planning District Commission (TJPDC) based on merit principles, equitable compensation, open competition in hiring and advancement, and equal employment opportunities.

It is the policy of the TJPDC to establish reasonable rules of employment conduct (i.e., guidelines for management and employees to follow) and to ensure compliance with these rules through a program consistent with the best interests of the TJPDC and its employees.

This handbook is not, and shall not be construed as, an explicit or implied contract, shall not modify any existing at-will status of any TJPDC employee, and shall not create any due process requirement in excess of federal or state constitutional or statutory requirements. The term at-will means employees can terminate voluntarily or be terminated at will. Exceptions are employees who have written contracts signed by the Executive Director and/or the Commission Chair of the TJPDC.

Additionally, it is the policy of the TJPDC to strive for safety in all activities and operations, and to carry out the commitment of compliance with health and safety laws applicable to the TJPDC by enlisting the help of all employees to ensure that public and work areas are free of hazardous conditions.

II. EMPLOYEE CLASSIFICATIONS

All employees, regardless of status, are employees at will.

A. Classifications and Definitions

1. Exempt Employee

An employee who occupies a position which is exempt (not eligible) from the overtime provisions of the Fair Labor Standards Act under the executive, administrative or

1 The TJPDC reserves the right to modify, amend, or rescind these policies in whole or in part without prior notice. See Section XVII

professional exemptions. Full-time, part-time, and temporary employees may be classified as exempt. and paid on a salaried basis.

2. Non-exempt Employee

An employee who receives hourly wages; and is subject to wage and hour laws, i.e. overtime pay provisions of the Fair Labor Standards Act. Full, part-time, and temporary employees may be non-exempt.

3. Full-time Employee

An individual hired on either an exempt or non-exempt basis for an established position for an indefinite term who is expected to work a minimum of thirty (30) hours per week. Full-time employees are eligible for full benefits as defined in this Employee Handbook.

4. Part-time Employee

An individual hired on either an exempt or non-exempt basis for an established position for an indefinite term who is expected to work an established period of time that is less than thirty (30) hours per week. Part-time employees are not eligible for employee benefits.

5. Temporary/Seasonal Employee

An individual hired on a term basis, e.g., day, week, period of months or on a project basis. Temporary employees are not eligible for employee benefits.

6. Executive Director

The Executive Director of the TJPDC. Whenever responsibilities fall to the Executive Director under these Policies, he or she may designate another to fulfill his or her responsibilities.

7. Human Resources Director (HR)

The personnel within TJPDC who ensure the company's policies and systems function as intended.

III. EQUAL EMPLOYMENT OPPORTUNITY

A. Policy Statement

It is the policy of the TJPDC to provide equal opportunity in employment and to administer employment policies without regard to race(including traits historically associated with race, including hair texture, hair type, and protective hairstyles), color, religion, national origin, sex, pregnancy, childbirth, and medical conditions related to pregnancy/childbirth (including lactation), sexual orientation, gender identity, disability, marital status, military status (including active duty, veteran, or dependent), age, any other protected class. . This policy applies to every aspect of employment practices including, but not limited to the following:

1. Recruiting, hiring and promoting in all job classifications without regard to race (including traits historically associated with race, including hair texture, hair type, and protective hairstyles), color, religion, marital status, gender, gender identity/expression, age, national origin, veteran status, political affiliation, pregnancy, , or disability, except where such a factor can be demonstrated as a bona fide occupational qualification.
2. All decisions for hiring or promotions shall be based upon each individual's qualifications for the position to be filled.

3. All other personnel actions such as compensation, benefits, transfers, corrective action, layoffs, terminations, training, and assignments, will be administered without regard to race, (including traits historically associated with race, including hair texture, hair type, and protective hairstyles), color, religion, national origin, sex, pregnancy, childbirth, and medical conditions related to pregnancy/childbirth (including lactation), sexual orientation, gender identity, disability, marital status, military status (including active duty, veteran, or dependent), age, any other protected class..

B. No-Harassment/No-Discrimination Policy

The TJPDC will not tolerate any form of harassment or discrimination. In accordance with Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, our No-Harassment/No-Discrimination Policy prohibits harassment, discrimination or intimidation of others based on age, color, race (including traits historically associated with race, including hair texture, hair type, and protective hairstyles), creed, religion, national origin, gender, gender identity/expression, sexual orientation, ethnicity, political affiliation, pregnancy, disability, marital status, military/veteran status, status in any other group protected by federal or local law or for any other reason.

Harassment includes, but is not limited to, remarks, jokes, written materials, symbols, paraphernalia, clothing or other verbal or physical conduct which may intimidate, ridicule, demean, or belittle a person because of their age, sex, color, race (including traits historically associated with race, including hair texture, hair type, and protective hairstyles), creed, religion, national origin, ethnicity, pregnancy, disability, gender, gender identity/expressions, sexual orientation, political affiliation, marital status, military/veteran status, or status in another group protected by federal, state or local law.

Sexual harassment includes unwelcome sexual advances; requests for sexual favors; and other verbal or physical conduct of a sexual nature; as well as behavior, remarks, jokes or innuendos that intimidate, ridicule, demean or belittle a person on the basis of their gender; regardless of whether the remarks are sexually provocative or suggestive of sexual acts.

Harassment occurs when:

- Submission to and/or tolerance of the unwelcome conduct is explicitly or implicitly made a term or condition of a person’s employment.
- Submission to, tolerance of, and/or rejection of the unwelcome conduct is a basis for employment decisions.
- The unwelcome conduct substantially interferes with a person’s work performance and creates an intimidating, hostile, or offensive work environment.

C. Responsibility To Report

All employees are responsible for helping ensure that harassment and discrimination in the workplace is avoided. If you experience any problem of this sort, become aware of any other employee experiencing a problem of this sort, or have knowledge of any form of harassment or discrimination, sexual or otherwise, you must immediately report it to your supervisor. If you believe that it would be inappropriate to discuss the matter with your supervisor, or you are uncomfortable discussing the matter with your supervisor, you may elect to bypass your supervisor and report the matter directly to the Human Resources Director.

All claims of harassment or discrimination will be investigated thoroughly and promptly without consequence to the employee experiencing or reporting the conduct. We will endeavor to keep complaints, investigations, and resolutions confidential to the extent possible; however, we cannot compromise our obligation to investigate complaints. The employee who brought the complaint will be provided information on the outcome of the investigation within the limits of confidentiality. Reports will be promptly, and thoroughly investigated and appropriate corrective actions taken if the charge is founded. If it is determined that a violations has occurred, appropriate relief for the employee(s) bringing the complaint and appropriate disciplinary action, up to and including discharge, against the person(s) who violated the policy will follow.

A non-employee who subjects an employee to harassment in the workplace will be informed of the TJPDC's policy and appropriate actions will be taken to protect the employee from future harassing conduct.

Employees are required to participate in any investigations needed to determine if a policy was violated. Failure to participate in an investigation is grounds for disciplinary action up to and including possible termination.

D. Retaliation

Retaliation is illegal and contrary to the policy of the TJPDC. Employees who bring complaints of discrimination or who identify potential violations, witnesses interviewed during the investigation, and others who may have opposed discriminatory conduct are protected from retaliatory acts.

If an employee believes that he or she is being retaliated against, a written report should be made to the Human Resources Director. Those who are found to be acting in a retaliatory manner will be disciplined for such conduct.

E. Accommodating Individuals with Disabilities

In accordance with the Virginia Human Rights Act and the Americans with Disabilities Act Amendment Act, the TJPDC provides equal employment opportunities to qualified individuals with disabilities. Reasonable accommodation will be provided to a qualified employee or applicant with a disability when that employee or applicant requests an accommodation. A qualified employee or applicant is one who is able to perform the essential functions of the job with or without accommodation. All requests for accommodation will be fully reviewed. A request for accommodation will be denied if the accommodation is not shown to be effective, places an undue burden on the TJPDC, or if the employee poses a direct threat to the health and safety of him or herself or others.

If you requested accommodation but feel that your request was ignored or improperly denied, or if someone is not abiding by the agreed accommodation, it is both your right and your obligation to contact the Human Resources Director.

IV. RECRUITMENT AND SELECTION

A. Open Positions

All positions shall be open to all individuals who meet the minimum requirements for the position. The recruitment objective is to obtain well-qualified applicants for all vacancies and selection shall be based on the best-qualified person available at the salary offered for the particular position.

First consideration will be given to current employees who desire to fill an open position, if the current employee is qualified for the position and if the placement best serves the needs of the TJPDC. The Executive Director may carry out open competition to fill any vacancy.

Employment decisions shall be handled in a manner consistent with the Virginia Conflicts of Interest Act.

B. Hiring Authority

The Executive Director has complete authority for hiring, promoting and discharging employees in accordance with these policies. The Executive Director has the responsibility and authorization for administering the personnel system established by these policies. The Commission has authority for hiring, supervising, evaluating and discharging the Executive Director.

V. EMPLOYEE COMPENSATION

The total compensation of employees consists of the regular salary and applicable overtime pay for full-time employees, the employer's contributions to employee benefits, holiday pay, and various forms of leave with pay.

The TJPDC is committed to complying with the wage and deduction requirements of the Fair Labor Standards Act (FLSA). If you believe that there is an error or improper deduction in your paycheck, report this to the Human Resources Director. Your questions will be promptly investigated and corrected as necessary. The TJPDC will make a thorough effort not to repeat the error.

A. Pay and Classifications

1. The compensation plan for employees of the TJPDC shall consist of:
   a) A classification system for all classified jobs.
   b) A pay grade that sets a salary range for each classified position.
2. The rates of pay for each employee within a paygrade shall be set by the Executive Director. The normal entrance rate of pay for new employees will generally be at the lower end of the paygrade for the position.
3. The compensation plan may be amended by motion of the Commission

B. Hours of Work

1. The normal work schedule for which salary is paid consists of forty (40) hours, broken down into eight (8) hours a day, Monday through Friday. This does not preclude the establishment of specified schedules other than forty (40) hours in a given workweek for other employees if approved by the Executive Director.
2. Flexible scheduling, or flextime, is available in some cases to allow employees to vary their starting and ending times each day within established limits. Flextime may be considered if a mutually workable schedule can be negotiated with the supervisor involved. While the TJPDC does not offer a compensatory time off policy, the Executive Director may approve time off of hours or a full day, when an employee has or expects to exceed forty (40) hours of work in a work week due to mandated workload, after hours meetings, project deadlines or to meet other involuntary needs. The time off for additional work must be taken within the

same month that it is earned, and as approved by the employee's supervisor. All hours worked must be included as work time in the TJPDC's on-line time keeping system. A "note" is to be added on any day in which additional hours are worked and on days when the additional hours are used for time off. Additional guidance on flex time is included in Appendix E.

3. Accurately recording time worked is the responsibility of every employee. Federal and state laws require TJPDC to keep an accurate record of time worked in order to calculate employee pay and benefits as well as to charge grants and contracts accurately. Time worked is all the time actually spent on the job performing assigned duties; any questions regarding whether something constitutes "time worked" should be directed to an employee's supervisor immediately.
4. If an employee is unable to report for work or expects to be late, the employee must contact his or her supervisor, the Executive Director, and the Administrative Assistant by e-mail as soon as possible but no later than the beginning of his or her scheduled work period, giving the reason for the absence or tardiness. Paid leave may or may not be approved. If an employee has difficulty reaching his or her supervisor, he or she should leave a message reporting his or her absence but continue in his or her attempts to contact his or her supervisor. The responsibility to notify a supervisor about absences or tardiness always rests with the employee. Any absence of three days without communication will be deemed a voluntary resignation. Extenuating circumstances will be considered.
5. Hours of work, schedules, and duty assignments of short duration of individual employees may be altered under authorization of the supervisor within the established workweek and schedule of the agency as conditions warrant. Schedules may also be adjusted to meet ADA requirements.
6. The TJPDC offers a Telework Program. Teleworking, or telecommuting, is the concept of working from home or another location. Teleworking is not a formal, universal employee benefit. Rather, it is an alternative method of meeting the needs of the agency. The TJPDC has the right to refuse to make teleworking available to an employee and to terminate a teleworking arrangement at any time. Employees are not required to telework. Employees have the right to refuse to telework if the option is made available. See Appendix F for policy guidance and Appendix G for the Remote Work Agreement.

C. Compensation Increases

1. TJPDC promotes excellence in its workforce. Salary increases within budget constraints may be given to that end. Each employee's compensation will be reviewed annually and based on a review of the employee's job classification and associated paygrades, satisfactory performance and contributions to the organization, pay increases may be given. In exceptional circumstances an employee's pay may be increased in less than a year for meritorious service or enhanced responsibilities. Pay increases are not automatic or guaranteed.

D. Overtime

1. Employees who are not exempt under the Fair Labor Standards Act (FLSA) will be paid at the rate of time and a half for all hours actually worked in excess of forty (40) hours in a work week. Unless authorized to do so beforehand, employees should not

work over forty (40) hours during a work week. The work week begins on Monday and ends on Sunday for purposes of overtime.

Exempt employees who are required to work beyond normal hours or on weekends and holidays may be given time off at the discretion of the Executive Director pursuance to the Flex Time policy. See Appendix E for additional guidance.

E. Bonuses

The Executive Director may grant a bonus to an employee or employees to recognize superior service to the TJPDC.

F. Health Insurance

All full-time employees are eligible for participation in the health plan to which the TJPDC belongs. The percentage for the employee and TJPDC share of the cost will be set annually, based on information provided by the insurer, and approved by the Commission.

For all eligible employees beginning work on or after July 1, 2016, the TJPDC will pay 100% of the single employee rate for health insurance. The employee may elect additional spouse, dependent or family coverage at their own expense and may utilize payroll deductions as eligible under the cafeteria 125 plan.

All employees beginning work prior to July 1, 2016, are grandfathered in for the current fiscal year's health insurance benefits and employee/employer participation rates.

G. Consolidated Omnibus Budget Reconciliation Act (COBRA)

The Thomas Jefferson Planning District Commission is required to provide continued health insurance coverage for a "qualifying event" subject to the federal Consolidated Omnibus Budget Reconciliation Act (COBRA). The TJPDC will notify the appropriate agencies of the "qualifying event" and the COBRA administrator will send the required COBRA notifications to the employee. All premiums will be paid by the employee directly to the administrator, should coverage be elected.

H. Retirement

The TJPDC participates in the Virginia Retirement System (VRS) for all employees eligible for retirement benefits pursuant to the rules and policies of VRS.

I. Group-Term Life Insurance

Group-term Life Insurance is required for all employees enrolled with the VRS and the premiums are paid 100% by the TJPDC. Eligible employees may also elect to purchase Supplemental Life Insurance for themselves, their spouse and/or their dependents paid 100% by the employee with after-tax dollars through payroll deductions.

J. Long-Term and Short-Term Disability Insurance

All full-time employees are enrolled in the TJPDC long-term disability insurance plan. Premiums are paid 100% by the TJPDC. The TJPDC also provides short-term disability benefits through a self-funded plan. A Summary of Benefits for both plans can be obtained from the Human Resources Director.

VI. HOLIDAYS AND LEAVE

A. Holidays

The following holidays* are observed by the TJPDC. Full-time employees shall be granted time off for these days without charging the time against leave balances:

New Year's Day	January 1
Martin Luther King, Jr. Day	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1st Monday in September
Veterans Day	November 11
Day before Thanksgiving[2]	4th Wednesday in November (1/2 day)
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

Two (2) Floating Holidays – To be accrued annually on July 1; to be used any day before June 30

*Holidays falling on Saturday or Sunday shall be taken on the Friday or the Monday respectively as announced by the TJPDC.

If an eligible employee works on one of these holidays, he or she may take time off on an hour for hour basis for the hours worked on the holiday. The time off must be taken at another time during the quarter in which the holiday falls. An employee may choose to work on a holiday to exchange the day for another day desired by the employee, provided the Executive Director has approved the exchange.

Any holiday floated or exchanged must be used by the end of the fiscal year (June 30th). Any unused holiday will not roll-over to the next fiscal year and will not be paid if the employee leaves the employ of the TJPDC for any reason

2 One-half day.

B. Leave

1. Annual Leave

Full-time employees will accrue paid annual leave for personal purposes at the following rates and shall be used on an hour for hour basis:

YEARS OF ELIGIBLE SERVICE	DAYS/MONTH	PER YEAR
0 to 5 years	1.0 days	12 days
5-10 years	1.25 days	15 days
More than 10 years	1.50 days	18 days

Employees wishing to take annual leave shall have it approved in advance by the supervisor and Executive Director. Leave is not eligible at all times: the Executive Director has a primary obligation to ensure that the TJPDC service to localities and citizens is carried out.

Each employee may accumulate a maximum of 30 days of annual leave. Once an employee has accrued 30 days (240 hours), no further leave shall accrue until some portion of that leave is used.

Upon separation, an employee shall be entitled to payment for all unexpired credited annual leave based on the employee's current rate of pay at the time of separation (except in certain circumstances, discussed in Section XV below). In the event of the death of an employee, the employee's estate shall be entitled to payment for any unused balance of annual leave allowances at the time of death.

2. Sick Leave

Full-time employees will accrue sick leave benefits at the rate of 15 days per year (1.25 days for every full month of service) and when taken shall be used on an hour-for-hour basis. Paid sick leave shall be used for:

a) An employee's mental or physical illness, injury, or health condition; an employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventative medical care; or

b) Care of a family member with a mental or physical illness, injury, or health condition; car e o a family member who needs medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; or care of a family member who needs preventative medical care.

For purposes of this policy, the TJPDC defines "family member" as:

a) Regardless of age, a biological child, adopted or foster child, stepchild, legal ward, child to whom the employee stands in loco parentis, or individual to whom an employee stood in loco parentis when the individual was a minor;

b) A biological parent, foster parent, stepparent, adoptive parent, legal guardian of an employee or an employee's spouse, or individual who stood in loco parentis to an employee when the employee or employee's spouse was a minor child;

c) An individual to whom an employee is legally married under the laws of any state;

d) A grandparent, grandchild, or sibling, whether of a biological, foster, adoptive, or step relationship, of an employee or the employee's spouse;

e) An individual for whom an employee is responsible for providing or arranging care, including helping that individual obtain diagnostic, preventive, routine, or therapeutic health treatment; or

f) Any other individual related by blood or affinity whose close association with an employee is the equivalent of a family relationship.

Paid sick leave shall be provided upon the request of an employee. Such requests may be made in orally, in writing, by electronic means or in the TJPDC timekeeper software. When possible, the request shall include the expected duration of the absence.

When the use of paid sick leave is foreseeable, the employee shall make a good faith effort to provide notice of the need for such leave to the employer in advance of the use of the paid sick leave and shall make a reasonable effort to schedule the use of paid sick leave in manner that does not unduly disrupt the operation of the TJPDC.

The TJPDC does not require, as a condition of an employee's taking paid sick leave, that an employee search for or find a replacement worker to cover the hours during which the employee is using paid sick leave.

For paid sick leave of three or more consecutive workdays, the TJPDC may require reasonable documentation that the paid sick leave has been used for a purpose as defined in Sick Leave subsection 2(a) or 2(b) to be provided.

Unused sick leave benefits will be allowed to accumulate up to a maximum of sixty (60) days or 480 hours, but unlike annual leave will not be paid if the employee leaves the employ of the TJPDC for any reason. Sick leave benefits are intended solely to provide income protection in the event of illness or injury and may not be used for any other absence. Unused sick leave benefits will not be paid to employees while they are employed or upon termination of employment.

Sick Leave may not be used during the final two weeks of employment. Employees must use Annual Leave for any leave during their last two weeks of employment as approved by their supervisor, and sick leave used improperly may be withdrawn, and annual leave substituted after the fact.

3. Military Leave

An employee who is a member of a reserve force of the United States or of the Commonwealth of Virginia and who is ordered by the appropriate authorities to attend a training program or who is called into emergency active duty for the purpose of aiding civil authority under the supervision of the United States or the Commonwealth of Virginia shall be granted a leave of absence with full pay during the period of such activity for up to 15 days per military fiscal year.

4. Civil Leave

A full-time employee will be given time off without charge to leave or loss of pay for (a) performing jury duty or when subpoenaed as a witness to appear before a court, public body or commission, (b) serving as a blood donor, or (c) performing emergency civilian duties in connection with national defense or for the purpose of voting in national, state, or local election. The period of such leave shall be only as necessary for the performance of the activity, plus any necessary travel time.

5. Bereavement Leave

Employees who wish to take time off due to the death of an immediate family member should notify their supervisor immediately. Up to three (3) days of paid bereavement leave will be provided to full-time employees. Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials. Bereavement leave will normally be granted unless there are unusual business needs or staffing requirements. Employees may, with their supervisors' approval, use any available paid leave for additional time off as necessary. TJPDC defines "immediate family" as the employee's spouse, parent, child, or sibling. Workers' Compensation Leave

Administrative procedures for Worker's Compensation are included in Appendix B.

C. Leave Without Pay

The following are the situations for which an employee may be on leave without pay status:

1. Military Leave without Pay

An employee who leaves the employ of the TJPDC to join the military forces of the United States during the time of war or other declared national emergency or who is called to service in the Virginia Militia by order of the Governor shall be placed on military leave without pay commencing on the first business day following the last day of active employment with the TJPDC. The employee on such leave is entitled to be restored to the position he or she vacated, provided the employee makes application to the TJPDC not later than 90 days after the date of honorable discharge or separation under honorable conditions. Job restoration is further conditioned on the position still existing and the employee being physically and mentally capable of performing the work of the vacated position.

2. Family & Medical Leave Act (FMLA)

a) The TJPDC is a public agency and is therefore covered by the FMLA regardless of number of employees and is not subject to the coverage threshold of 50 employees carried on the payroll each day for 20 or more weeks in a year.

b) Employees of public agencies must meet all of the requirements of eligibility, including the requirement that the employer employ 50 employees at the worksite or within 75 miles.

c) The TJPDC does not employ 50 employees at the worksite or within 75 miles, therefore employees of the TJPDC are not eligible for FMLA leave entitlements.

3. Extended Leave Without Pay

When special circumstances require an extended leave, the Executive Director has the authority to grant a full-time employee leave without pay provided that the operations of the TJPDC's programs will not be adversely affected.

Subject to the terms, conditions, and limitations of the applicable plans, TJPDC will continue to provide health insurance benefits for the full period of the approved personal leave.

Benefit accruals, such as vacation, sick leave, or holiday benefits, will be suspended during the leave and will resume upon return to active employment.

When a personal leave ends, every reasonable effort will be made to return the employee to the same position, if it is available, or to a similar available position for which the employee is qualified. However, TJPDC cannot guarantee reinstatement.

If an employee fails to report to work promptly at the expiration of the approved leave period, TJPDC reserves the right to terminate the employee.

4. Disciplinary Leave Without Pay

An employee who is absent from work without prior approval shall receive no pay for the duration of the absence and may be subject to disciplinary action that may include dismissal. If extenuating circumstances exist for the unauthorized absence, due consideration will be given.

VII. EMPLOYEE DEVELOPMENT

TJPDC recognizes that the skills and knowledge of its employees are critical to the success of the organization. The educational assistance program encourages personal development through formal education so that employees can maintain and improve job-related skills or enhance their ability to compete for reasonably attainable jobs within TJPDC.TJPDC will provide educational assistance to full-time employees who have completed 365 calendar days of service in an eligible employment classification. To maintain eligibility employees must remain on the active payroll and be performing their job satisfactorily through completion of each course. Individual courses or courses that are part of a degree, licensing, or certification program must contribute to the employee's value to the organization in order to be eligible for educational assistance. The Executive Director has the sole discretion to determine whether a course contributes to the employee's value to TJPDC. Requests will be evaluated based on a number of factors, including anticipated workload requirements and staffing considerations during the proposed period of absence.

Vacation, sick leave, and holiday benefits will continue to accrue during the approved educational leave.

VIII. PERFORMANCE APPRAISALS

The work of each employee will be evaluated at least annually by the immediate supervisor. The supervisor will meet with the employee to discuss the year's performance. A written report of the appraisal will be prepared with a copy provided to the employee being appraised and a copy for the personnel files. If the employee believes that the report is unfair or incorrect, he or she may prepare comments to be attached to the supervisor's appraisal report.

IX. HEALTH AND SAFETY

A. Workers' Compensation

Workers' Compensation provides benefits for an employee in the event of certain occupational illnesses, injuries, or deaths. See Appendix B for additional information.

B. Occupational Safety and Health

TJPDC is committed to providing a safe and healthy working environment for all employees. Employees shall follow all prescribed safety procedures when performing their daily activities and shall further exercise all reasonable and prudent judgment to ensure safety.

Each supervisor has the responsibility for ensuring that the various work centers are free from any recognized hazards that might lead to death or injury. Further, it is the responsibility of each employee to perform all work in a safe manner. All hazards, death, injuries and illnesses that occur at the TJPDC offices must be reported to the Executive Director within the same day of the discovery of occurrence.

Employees are directed to utilize all applicable safety procedures and to perform all work in a safe manner. Employees are responsible for bringing to their supervisor's attention any potential hazards that might exist within their workstation.

C. Accident Reporting and Investigation

All job-related injuries or illnesses shall be reported to your supervisor immediately, regardless of severity. Failure to report an on-the-job injury or illness may preclude or delay the payment of any benefits you may be eligible for and could subject the TJPDC to fines and penalties.

1. Employer's Responsibilities

    a) TJPDC is to investigate the cause of every lost-time accident and determine the means in which to prevent recurrence. Employers are required to install any safeguards or take corrective measures indicated or found advisable.

2. Employees Responsibilities

a) Report all injuries, regardless of severity, to the appropriate supervisor, immediately, but no later than 24 hour.

b) Report and, if possible, correct all unsafe conditions or acts;

c) Avoid horseplay and mischief;

d) Take all standard safety precautions to prevent injury;

e) Follow all safety rules.

D. Workplace Violence

The TJPDC is committed to preventing workplace violence and to maintaining a safe work environment. All employees should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, “horseplay,” or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited on TJPDC premises without proper authorization.

Conduct that threatens, intimidates, or coerces another employee or a member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual’s sex, race, age, or any other characteristic prohibited by federal, state, or local law. All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to your immediate supervisor or any other member of management. This includes threats by employees as well as threats by members, insureds, vendors, or other members of the public. When reporting a threat of violence, you should be as specific and detailed as possible. Any person engaging in threats of (or actual) violence may be removed from the TJPDC premises as quickly as safety permits. Individuals who have been removed from the TJPDC premises shall remain off the premises pending the outcome of the TJPDC and/or criminal investigations.

All suspicious individuals or activities should also be reported as soon as possible to a supervisor. No employee will be subjected to retaliation for reporting any threat or perceived threat. TJPDC will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. Violation of this policy may lead to disciplinary action, up to and including dismissal, arrest, and prosecution.

E. Weapons in the Workplace

Although possession of firearms is not illegal in Virginia, all employees, including concealed weapons permit holders, are prohibited from carrying weapons during work hours, while in performance of official TJPDC duties or while on TJPDC property (including while driving a TJPDC-owned vehicle), unless the carrying of such a weapon is approved in writing by the Executive Director. In addition, no employee shall store any weapon on TJPDC property unless such storage is approved by the Executive Director. Nothing in this section limits an individual who is lawfully authorized to possess a handgun from keeping the gun in a locked container out of view in his/her private vehicle.

X. ELECTRONIC COMMUNICATIONS

A. Internet

1. Provision of Internet: TJPDC may provide electronic, digital and wire communications equipment for business purposes. The use of this equipment for personal use should be minimal and limited to breaks. Messages received, sent, and stored on this equipment will be subject to monitoring from time to time and in the course of this monitoring may be read for content. Employees should be aware that there are stored records of all communications. There should be no expectation of privacy in any communications received, sent, or stored on equipment or service provided by the TJPDC.
2. Employees Access: TJPDC may provide unlimited access to the Internet and the World Wide Web to its employees as one of the many resources available to assist them in doing their jobs better and more efficiently. Therefore, the TJPDC may establish an Internet account that may be accessed by employees.
3. Passwords and Email Addresses
    a) Employees may be provided with passwords and e-mail addresses to enable them to use the account; these addressees and passwords are not provided to make employees' usage confidential or private. E-mail records are business records of the TJPDC. The usage of the Internet may be monitored and is subject to the same code of conduct which applies to all other actions in the workplace and using the TJPDC's Internet account in a manner that violates any rules or regulations constitutes grounds for disciplinary action, up to and including discharge. The electronic use, transmission, and storage of messages, files, images, and sounds are subject to monitoring by the TJPDC.
    b) Employees must not share their passwords with any other individuals, including other employees or outsiders. Neither is it appropriate to attempt to subvert network security either by accessing the Internet without using your password or by seeking to discover other passwords to gain access. Employees are representatives of the TJPDC when using the TJPDC's Internet account. Accordingly, they are expected to act and to communicate professionally on the Internet, not to engage in any commercial or illegal activities, or to use the account for personal business.
4. Employer Access: The TJPDC will have access to a log of all usage, including a list of employees who have used the Internet and the sites they visited. The TJPDC will monitor this usage from time to time, and employees found to be abusing usage or using the Internet inappropriately will be subject to disciplinary action.

B. Consent to Monitoring

Employees consent to the monitoring of communications sent, received and stored on equipment provided by TJPDC, or electronic, wire, or digital services provided by the TJPDC, as a condition of employment.

XI. ALCOHOL AND DRUG FREE WORKPLACE

The Federal Government requires a drug-free workplace be provided when activities are funded with a federal grant. To ensure a drug-free workplace, the employer is required to share a policy with the employees and make them aware of the effect such violations will have on their employment. The employer is further required to make employees aware of programs available related to drug-free workplaces. The TJPDC has adopted this policy in response to this requirement. Copies of the drug testing policy will be provided to all employees. Employees will sign an acknowledgment form indicating that they have received a copy of the drug testing policy. Questions concerning this policy or its administration should be directed to the Executive Director.

A. Employee Responsibilities

1. No employee shall unlawfully manufacture, dispense, possess, use, or distribute any controlled substance, medication, or alcohol.
2. Any employee convicted under a federal or state statute regulating controlled substances shall notify their supervisor and the Executive Director within five days after the conviction.
3. No employee shall consume alcoholic beverages immediately before work, during work hours, or while at work during breaks or lunches.
4. No employee shall be impaired by alcoholic beverages immediately before work, during work hours, or while at work during breaks or lunches.
5. No employee shall represent the TJPDC in an official capacity while impaired by alcohol, illegal drugs, or medication.
6. No employee, using medication that may impair performance, shall operate a motor vehicle or engage in safety sensitive functions while on duty for the TJPDC.
7. If an employee is using a prescription or non-prescription medication that may impair performance of duties, the employee shall report that fact to his or her supervisor.
8. An employee who has reason to believe that the performance of another employee is impaired by alcohol, illegal drugs, and/or medication shall immediately notify the supervisor or The Executive Director.

B. Disciplinary Action

Because of the serious nature of illegal use or abuse of alcohol, controlled substances, and/or non-prescribed use of medication, appropriate employee disciplinary action will be taken for any violation of this policy, up to and including termination.

C. Drug & Alcohol Testing

In order to achieve a drug-free workplace, employees in, and applicants for, safety sensitive positions shall be required to participate in all of the following alcohol and controlled substances testing:

1. When an applicant for a safety-sensitive position has been extended a conditional offer of employment but before beginning work.
2. When there is a reasonable suspicion to believe that the employee is in an impaired state.
3. When the employee has been involved in an on-duty accident or has endangered others in the workplace.
4. On a random basis for safety sensitive positions.
5. As a condition for return to duty after testing positive for controlled substances or alcohol.

6. As part of follow-up procedures to return-to-duty related drug or alcohol violations.

XII. EMPLOYEE RIGHTS AND RESPONSIBILITIES

A. Standards of Conduct

At a minimum, the following standards are expected of all employees:

1. Timely and regular attendance.
2. Dependable application of time. Employees are expected to apply themselves to their assigned duties during the full schedule for which they are compensated.
3. Appropriate and professional attire.

   It is the purpose of this guide and associated written policies to provide appropriate guidelines for employee appearance while at work and performing work-related duties.

   It is imperative that all TJPDC employees project a positive, professional image to our external & internal stakeholders. This policy provides guidance for dress and appearance in order to convey that image. The Executive Director may establish dress requirements as appropriate to the respective work-related duties. Staff should be aware that "conservative is always appropriate" in the workplace in terms of image with the public and fellow staff. A "rule of thumb" assessment of attire is to always dress professionally, thinking of others, and always dress to a minimum of the next level up from who you would come in contact with during the course of business.
4. Courteous and professional behavior toward the public and fellow employees.
5. Appropriate use and maintenance of TJPDC-owned property.

B. Conflict of Interest

1. Employee Obligation: Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest.
2. Definition of Conflict of Interest: An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of TJPDC's business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.
3. Disclosure: No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to an officer of TJPDC as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.
4. Gifts and Special Consideration: Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which the TJPDC does business, but also when an employee or relative receives any

kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving the TJPDC.

C. Outside Employment

1. Employees shall not undertake other employment in planning or a related profession, whether or not for pay, without having made full written disclosure to the TJPDC and having received subsequent written permission to undertake additional employment.
2. Employees shall not accept from anyone other than the TJPDC any compensation, commission, rebate, or other advantage that may be perceived as related to TJPDC employment.

D. Ownership of Work Performed at TJPDC

Employees may not receive any income or material gain from individuals outside the TJPDC for materials produced or services rendered while performing their jobs. TJPDC retains ownership of all work produced by its employees. Employee agrees to transfer and assign, and hereby transfers and assigns, to TJPDC, without further compensation, the entire right, title and interest throughout the world in and to: (a) all intellectual property resulting from Employee's work for or on behalf of TJPDC and (b) all creations and inventions that are otherwise made through the use of TJPDC's equipment, supplies, facilities, materials and/or proprietary information. ("IP Work") All such IP Work that is protectable by copyright will be considered work(s) made by the Employee for hire for Company (as defined in the United States Copyright Act, 17 U.S.C. Â§ 101) and will belong exclusively to TJPDC. If by operation of law any of such IP Work is not owned in its entirety by TJPDC automatically upon creation, Employee agrees to transfer and assign, and hereby transfers and assigns, the same to TJPDC.

E. Political Activity

1. An employee shall not be coerced to support a political activity, whether funds or time are involved.
2. An employee shall not engage in political activity on work premises during work hours.
3. An employee shall not use TJPDC-owned equipment, supplies or resources, and other attendant material (diskettes, paper, computer online and access charges, etc.) when engaged in political activities.
4. An employee shall not use, discriminate in favor of or against, any person or applicant for employment based on political activities.
5. An employee shall not use the employee's title or position while engaging in political activity.

XIII. SMOKING – TJPDC WORKPLACE

In keeping with TJPDC's intent to provide a safe and healthful work environment, smoking, e-cigarettes, and tobacco use are prohibited throughout the workplace and TJPDC vehicles.

This policy applies equally to all employees, customers, and visitors.

XIV. DISCIPLINE AND GRIEVANCES

To ensure orderly operations and provide the best possible work environment, TJPDC expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization. TJPDC employees are expected to conduct themselves in a professional and courteous manner, as representatives of the TJPDC. Employees are expected to avoid any action, which might result in giving preferential treatment to any organization or person, losing independence or impartiality of action, or adversely affecting the integrity of the TJPDC.

The TJPDC encourages informal two-way communication between employees and supervisors. Where professional or personal problems affect a staff member's ability to function optimally, the employee should discuss the problems with his or her immediate supervisor. The TJPDC expects that this informal, open communication policy will minimize the need to use the formal grievance procedure established under these policies.

A. Disciplinary Action

If an employee's work performance or behavior is deemed unsatisfactory, the following kinds of disciplinary action may be taken, depending upon the circumstances: oral admonishment, written reprimand, suspension, paid or unpaid administrative leave, demotion or dismissal. Other types of discipline may be used in addition to those listed.

The following are examples of infractions of rules of conduct that may result in discipline. The list is not inclusive and other misconduct may be subject to disciplinary action:

1. Theft or inappropriate removal or possession of property;
2. Negligence with TJPDC property or misuse of TJPDC property;
3. Willfully falsifying TJPDC records (including time records, leave records, job applications, or pay or reimbursement vouchers);
4. Using or being impaired at work by intoxicants, drugs or alcohol;
5. Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment;
6. Performing official duties in a rude and discourteous manner, threatening co-workers, fighting or using physical violence while on duty;
7. Negligence or improper conduct leading to damage of employer-owned or customer-owned property;
8. Sexual or other unlawful or unwelcome harassment;
9. Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
10. Excessive absenteeism or any absence without notice
11. Unauthorized use of telephones, mail system, internet, or other employer-owned equipment for non-TJPDC business activities;
12. Violation of personnel policies or any workplace rule;
13. Neglecting duty or continually being unable or unwilling to render satisfactory performance;

14. Violating any lawful official regulation or order or willfully failing to obey a proper direction of the supervisor or Executive Director;

15. Conviction of a felony or of a misdemeanor involving moral turpitude and other criminal acts that continued performance of duties is compromised;

16. Accepting a bribe, gift, token, money, or other thing of value intended as an inducement to perform or refrain from performing any official acts, or engages in any action of extortion or other means of obtaining money or other things of value through his/ her position in the TJPDC;

17. Failing to report for work or being absent without prior notice to supervisor;

18. Unsatisfactory attendance, excessive absences, or excessive tardiness;

19. Engaging in conduct on social media that negatively impacts the work environment;

20. Refusal to participate in workplace investigations;

B. Notification

Prior to imposing disciplinary action, including termination, the supervisor shall inform the employee of the reason for the discipline and the employee shall have the right to comment on the discipline. However, the supervisor may have the employee removed from the workplace prior to giving an opportunity to comment if the employee's continued presence poses a safety danger or is disruptive to the workplace.

C. Grievance

The TJPDC grievance procedure is available for employees of TJPDC, except as noted in the procedure. The grievance procedure is defined in Appendix A.

XV. TERMINATION OF EMPLOYMENT

TJPDC will generally schedule exit interviews at the time of employment termination. The exit interview will afford an opportunity to discuss such issues as employee benefits, conversion privileges, repayment of outstanding debts to TJPDC, or return of TJPDC-owned property. Suggestions, complaints, and questions can also be voiced. Employees will receive their final pay in accordance with applicable state law.

A. Resignation

To resign in good standing, an employee must give at least two weeks' advance notice. If special circumstances exist, the Executive Director may waive the notice requirement. Failure to give the required advance notice will result in forfeiture of compensation for accrued leave. Failure to return to work at the expiration of an approved leave of absence shall be interpreted as a resignation. Prior to an employee's departure, an exit interview will be scheduled to discuss the reasons for resignation and the effect of the resignation on benefits.

B. Lay-off

TJPDC reserves the right to dismiss employees for lack of available work or funds. In such cases, every effort will be made to give the employees affected a minimum of two weeks' advance notice.

C. Termination for Inability to Perform

An employee may be terminated if he or she becomes physically or mentally unable to perform the duties of the position. However, any such action shall be taken in a manner that complies with the requirements of the Americans with Disabilities Act.

D. Dismissal

Dismissal is an involuntary employment termination initiated by TJPDC as a result of unsatisfactory work performance or behavior.

E. Retirement

An employee may voluntarily terminate employment upon meeting age and length of service requirements for retirement.

XVI. USERRA

Uniformed Services Employment and Re-Employment Rights Act of 1994
The Uniformed Services Employment and Re-Employment Rights Act of 1994 USERRA applies to all employers in the public and private sectors, including Federal employers. The Act protects all members of the uniformed services from discrimination in employment regardless of whether their uniformed service was in the past, present, or future (intent to join). The discrimination provisions of USERRA, set forth in section 4311, address problems regarding initial employment, reemployment, retention in employment, promotion, or any other benefit of employment.

Any person re-employed after military service is entitled to all seniority and other rights and benefits, including medical insurance coverage, which would have been available if the employment had not been interrupted by military service. The veteran re-employment rights are effective unless the cumulative length of the current absence plus any previous absences exceed five (5) years.

Human USERRA requires that service members provide advance written or verbal notice to their employers for all military duty unless giving notice is impossible, unreasonable, or precluded by military necessity. Upon return from military duty, the period an individual has to make an application for reemployment or report back to work is based on the time spent on military duty. For service of 30 days or less, the service member must report back to work at the beginning of the next regularly scheduled work period on the first full day after release from service. For service of 31 – 180 days, the service member must submit an application for reemployment within 14 days of release from service. For service of 181 days or more, an application for reemployment must be submitted within 90 days of release from service.

Reemployment of a person is excused if an employer's circumstances have changed so much that reemployment of the person would be impossible or unreasonable. Employers are excused from making efforts to qualify returning service members, or from accommodating those with disabilities incurred during service, when doing so would be of such difficulty or expense as to cause "undue hardship." Reemployment is not required where the position left to enter the service was for a brief and non-recurrent period and which could not reasonably be expected to continue indefinitely or for a significant period. The employer has the burden of proving (not simply asserting) the impossibility or unreasonableness, undue hardship, or the brief, non-recurrent nature of the employment. An employer may not use the lack of documentation at the time the individual requests return as a basis for delaying or denying reinstatement. If the documentation received later shows that the individual is not eligible for protection under USERRA, the person may be terminated at that point. An employer has the right to require a person who is absent for a period of service of 31 days or more to provide documentation showing that: 1) the application was timely, 2) the 5-year service limit was not exceeded, and 3) the separation from service was not under circumstances specified in section 4304 of USERRA.

The following are some of the major requirements of USERRA, but is not meant to be all inclusive:

Health Benefit Coverage - on return from service, health insurance coverage must be reinstated without any waiting period or exclusions for preexisting conditions, other than waiting periods or exclusions that would have applied even if there had been no absence for uniformed service.

Pay - a person reemployed is entitled to the rate of pay he or she would have attained, with reasonable certainty, if continuously employed during the period of service. The term "pay" is not limited to the wages received. It includes all elements of compensation such as drawing accounts, bonuses, and shift premiums. It includes hourly rate, piece rate, salaries, and commissions. USERRA does not require an employer to pay an employee while performing uniformed service; however, an employer is free to do so if desired.

Promotions - unless it is impossible or unreasonable, an employer is generally required to allow a returning service member to make up a test for promotion that was missed while he or she was absent. If the reemployed employee is successful on the makeup exam, and there is a reasonable certainty that, given the results of the exam, that reemployed employee would have been promoted during the time he or she was in military service, then the reemployed employee's promotion must be made effective as of the date it would have occurred had the employment not been interrupted by military service. If it is reasonably certain that an employee would have received a promotion during his or her absence for service and the employee requires further qualification for the position as a result of the military leave, the employer must make reasonable efforts to qualify the person. USERRA provides that returning service members are reemployed in the job that they would have attained had they not been absent for military service (a.k.a. "escalator position") with the same seniority, status and pay, as well as other rights and benefits determined by seniority.

Raises - a returning service member is entitled to all general pay raises that he or she would have received with reasonable certainty but for the absence for service in the uniformed services.

Vacation - USERRA requires an employer to allow an individual to use earned vacation credits while absent for service, providing that usage is at the employee's request. An employer may not require the use of vacation for a service absence, unless the absence coincides with a period, such as a plant shutdown, when ALL employees are required to take vacation.

XVII. MODIFICATION OF POLICIES

These policies do not constitute a contract of employment. The policies, as a whole, or individually by section, may be modified, amended, or rescinded at the sole discretion of the TJPDC without notice.

APPENDIX A
GRIEVANCE PROCEDURE

The purpose of this procedure is to provide a prompt, fair, and orderly method for the resolution of employee grievances initiated by eligible employees of the TJPDC.

I. GRIEVANCE DEFINED

A. A grievance is a complaint or dispute by an employee related to his or her employment, including but not necessarily limited to:

1. Disciplinary actions, including dismissals, disciplinary demotions, and suspensions, provided that dismissals result from formal discipline or unsatisfactory job performance.
2. The application of personnel policies, procedures, rules and regulations
3. Discrimination on the basis of race, color, creed, religion, age, disability, national origin, sexual orientation or gender.
4. Acts of retaliation as the result of the use of or participation in the Grievance Procedure or because the employee has complied with any law of the United States or the Commonwealth, has reported any violation of such law to a governmental authority, has sought any change in law before the Congress of the United States or Virginia General Assembly, or has reported an incidence of fraud, abuse, or gross mismanagement.

B. Management Rights and Prerogatives

TJPDC reserves to itself the exclusive right to manage the affairs and operations of the TJPDC. Accordingly, complaints involving the following management rights and prerogatives are not grievable:

1. Establishment and revision of wages or salaries, position classification or general benefits.
2. Work activity accepted by the employee as a condition of employment or work activity which may reasonably be expected to be part of the job content.
3. The contents of personnel policies, procedures, rules and regulations.
4. Failure to promote except where the employee can show that established promotional policies or procedures were not followed or applied fairly.
5. The methods, means and personnel by which work activities are to be carried on.
6. Termination, layoff, demotion or suspension because of lack of work, reduction in work force, or job abolition, (except where such action affects an employee who has been reinstated within the previous six months as the result of the final determination of a grievance) provided that such action shall be upheld on a showing by the Commission that:
    a) There was a valid business reason for the action and
    b) The employee was notified on the reason in writing prior to the effective date of the action
7. Promotion, transfer or reassignment of an employee, except where the transfer or reassignment was in retaliation for an otherwise grievable action.
8.

II. ELIGIBILITY

All TJPDC employees are eligible to participate in the Grievance Procedure.

III. PROCEDURE

The following formal procedures are set forth for clarity; however, it is the desire of the Commission that differences be resolved in an informal manner prior to entering into this formal procedure. Informal resolution takes the form of conversations and/or written explanations for discussion purposes between the employee and his or her immediate supervisor.

A. If an employee’s complaint cannot be resolved by informal resolution, an employee may initiate a grievance upon the filing by an employee (the “Grievant”) of an initial written complaint, including any documents to exhibits to be attached (the “Grievance”) directed to the employee’s immediate supervisor (the “Supervisor”). The time limit for filing a Grievance shall be no more than thirty (30) days following the action giving rise to the grievance. The Grievance must include a statement of the action or actions being grieved, as well as a statement by the employee of the desired resolution of the Grievance. The Supervisor must both (i) acknowledge receipt, in writing, of a Grievance, and (ii) set a date and time for an in-person discussion of the Grievance with the Grievant, within five (5) business days after the Grievance is submitted to the Supervisor. The in-person discussion must be scheduled for a date not more than five (5) business days after the Supervisor’s acknowledgment. Within five (5) business days after the in-person discussion, the Supervisor must complete such investigation and review of the Grievance, as the Supervisor deems appropriate, and communicate in writing his or her decision to the Grievant.

B. If a Grievant is dissatisfied with the decision of the Supervisor, the Grievant shall have five (5) business days from the date of receipt of the Supervisor’s decision in which to submit the Grievance and a written request for review to the Human Resources Director. The Human Resources Director must both (i) acknowledge receipt, in writing, of a Grievance, and (ii) set a date and time for an in-person discussion of the Grievance with the Grievant, within five (5) business days after the Grievance is submitted to the Human Resources Director. The in-person discussion must be scheduled for a date not more than five (5) business days after the Human Resources Director’s acknowledgment. Within five (5) business days after the in-person discussion, the Human Resources Director must complete such investigation and review of the Grievance, as the Human Resources Director deems appropriate, and communicate in writing his or her decision to the Grievant.

C. If a Grievant is dissatisfied with the decision of the Human Resources Director, the Grievant shall have five (5) business days from the date of receipt of the Human Resources Director’s decision in which to submit the Grievance and a written request for review to the Executive Director. The Executive Director must both (i) acknowledge receipt, in writing, of a Grievance, and (ii) set a date and time for an in-person discussion of the Grievance with the Grievant, within five (5) business days after the Grievance is submitted to the Executive Director. The in-person discussion must be scheduled for a date not more than five (5) business days after the Executive Director’s acknowledgment. Within five (5) business days after the in-person discussion, the Executive Director must complete such investigation and review of the Grievance, as the Executive Director deems appropriate, and communicate in writing his or her decision to the Grievant. The decision of the Executive Director shall be final and not subject to further grievance;

provided, however, that if the complaint which forms the basis for the Grievance relates to any action of the Executive Director, the decision of the Executive Director with respect to the Grievance shall be further reviewed and approved, modified or replaced by the decision of the Chairman of the Commission, or a Grievance Panel appointed by the Chairman.

D. After the filing of a Grievance, failure of either the Grievant or the Commission to comply with all substantial procedural requirements of this Grievance Procedure (including any Panel hearing as hereinafter provided for), without just cause, shall result in a decision in favor of the other party on any grievable issue, provided the party not in compliance fails to correct the noncompliance within five (5) business days after receipt of written notice from the other party of the compliance violation. Such written notification, if made by the Grievant, shall be made to the Executive Director. All such procedural compliance issues shall be determined by the Chairman of the Commission, or a Grievance Panel appointed by the Chairman.

E. The Supervisor, Human Resources Director and Executive Director shall be entitled to conduct such investigations of a Grievance as such person deems appropriate, including, without limitation, the conduct of interviews with appropriate witnesses and the examination of appropriate documentation.

F. All documentation related to a Grievance shall be kept on file for the duration of employment plus seven years.

IV. NO CONTRACTUAL RIGHTS.

Nothing contained in this Grievance Procedure shall create any contractual obligation in favor of any employee, including any contractual right of employment between the Commission and any of its employees, it being understood that all employees of the Commission are "at will" employees and that the Commission may terminate the employment relationship at any time, with or without notice and with or without reason or cause.

APPENDIX B
WORKER'S COMPENSATION ADMINISTRATIVE PROCEDURES

Workers' Compensation Policy

Our first responsibility is the prevention of occupational injuries and illnesses. Despite our best efforts, injuries and illnesses do sometimes occur. Workers' Compensation provides benefits for an employee in the event of certain occupational illnesses, injuries, or death.

Reporting

Employees are required to immediately report, in writing, all workplace injuries, conditions or illnesses, to their supervisor. All incidents shall be reported no matter how insignificant and regardless of if medical treatment is necessary. The employee should retain a copy of the written notice given to the supervisor. If the immediate supervisor is not available, a report must be made to the Human Resources Director. Late reporting by the employee can result in delayed or denied workers' compensation benefits.

The Supervisor or Human Resources Director shall immediately complete an accident report on-line by going to Virginia Risk Sharing Association (VRSA) Website: www.vrsa.us. Delays in reporting can jeopardize the employees' rights under the workers' compensation law and subject TJPDC to penalties, which can be assessed by the Virginia Workers' Compensation Commission. All occupational reports shall be submitted to the VRSA immediately upon notification of a work-related injury or illness (within 24 hours).

Panel of Physicians

TJPDC has an approved Panel of Physicians for treating workers' compensation injuries and illnesses. The supervisor shall, immediately upon notification of a work-related injury or illness, provide the employee with a copy of the Panel of Physicians. The employee shall sign and date an acknowledgement of receipt of the Panel of Physicians and the supervisor shall witness the employee's signature. The Panel of Physicians shall be offered to the employee, regardless of if the employee intends to receive medical attention. The supervisor shall retain the original signed document and provide the employee with a copy of the signed document.

Treatment by a physician or medical facility outside of the panel will be at the employee's expense.

However, in the event of an emergency the employee may seek treatment at the closest emergency facility. Once the emergency treatment is completed a panel physician must be chosen for follow up care.

Medical Treatment

An employee shall not utilize health insurance for situations believed to be work related, unless the claim is denied by the worker's compensation carrier. The supervisor will provide employees with a Medical First Report form to take with them for initial treatment. This form is for the physician to complete. The employee shall provide the completed form to their supervisor following treatment, so the TJPDC is aware of the employee's return to work capabilities or restrictions.

Immediately upon receipt all medical bills, reports and other medical correspondence shall be forwarded to VRSA. All medical facility inquiries shall be referred to VRSA.

Only Virginia Risk Sharing Association (VRSA) has the authority to authorize treatment, testing, physical therapy, surgery, change in physician, second opinion, etc.

The employee shall cooperate with the TJPDC workers' compensation administrator, VRSA. This includes supplying disability slips, medical information, keeping appointments etc. Additionally, the employee shall keep their supervisor and Human Resources Director advised of their work status and cooperate with return-to-work efforts.

Prescriptions

The supervisor shall complete and provide the employee with the First Fill Prescription form/letter. The employee will take this authorization to a participating network pharmacy and will be provided with a 10-day supply of medication at no cost. This authorization is valid for one-time use only. Virginia Risk Sharing Association (VRSA) must authorize any additional medication prescribed beyond the first fill.

Should an employee incur the cost for any medication, a receipt, which includes the employee's name, prescribing physician's name, date of purchase, name of medication and cost of medication, may be submitted to the VRSA for reimbursement consideration.

Wage Loss Benefits

An employee is not entitled to lost wage compensation for the first seven days of incapacity resulting from a work-related disability. The Virginia Workers' Compensation Law includes weekends/holidays in this count, and these days do not need to be consecutive.

The employee will be given the option of using earned sick or annual leave for up to seven days. If the employee chooses not to use earned leave this will be excused leave without pay. It is the employee's responsibility to notify his supervisor regarding how he/she would like to charge the first seven days missed. If a designation is not made, the period missed from work will not be compensated by the employer.

When the absence is longer than seven days and is authorized by a panel physician and is the result of a compensable injury under the Virgina Workers' Compensation Act, the employee will receive compensation benefits from VRSA in accordance with the provisions of the Virginia Workers' Compensation Act.

When an employee is out of work over twenty-one days for a covered injury/illness, which disability is authorized by a panel physician, the employee will receive from VRSA compensation for the first seven days. The employee may turn this payment over to or reimburse TJPDC for the amount of compensation awarded to the employee for the first seven days of absence and the TJPDC shall reinstate the employees' earned leave. Because workers' compensation benefits are not taxable, TJPDC shall make a taxable adjustment on this pay.

Injured employees do not continue to accrue sick and annual leave while out of work due to a workers' compensation injury/illness.

Temporary and part-time employees who are not eligible for annual leave and employees who have no earned leave available will not receive pay for the first seven days missed from work unless the employees absence is greater than twenty-one days under the conditions described above.

Earned annual or sick leave cannot be used concurrently with workers' compensation benefits.

Work related disability will be designated under the Family Medical Leave Act (FMLA) and will run concurrently with workers' compensation benefits, if the disability constitutes a "serious health condition".

While receiving workers' compensation benefits, any voluntary deductions are the responsibility of the employee.

Earned annual or sick leave may be used for disability resulting from a denied workers' compensation claim and disability will be designated under FMLA, if the disability constitutes a "serious health condition".

Return to Work – Light / Modified Duty:

TJPDC shall make every effort to provide light/modified duty for employees with temporary restrictions resulting from a work-related disability. All light/modified assignments will be within the employee's medical capability and will adhere to the treating physician's recommendations. The light/modified assignment may or may not be in the same occupation, department, pay scale, hours, etc. as the employee was performing prior to the work-related injury or illness.

If an employee refuses a light/modified assignment that has been approved by their treating physician and is within their capabilities, his/her workers' compensation benefits will be jeopardized.

APPENDIX C
EMPLOYEE HANDBOOK ACKNOWLEDGMENT FORM

The employee handbook describes important information about TJPDC, and I understand that I should consult the Executive Director regarding any questions not answered in the handbook. I have entered into my employment relationship with the TJPDC voluntarily and acknowledge that there is no specified length of employment. Accordingly, either TJPDC or I can terminate the relationship at will, with or without cause, at any time, so long as there is no violation of applicable federal or state law.

Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions to the handbook may occur, except to TJPDC's policy of employment-at- will. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the Commission of the TJPDC has the ability to adopt any revisions to the policies in this handbook.

Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

___________________________________ ____________________

SIGNATURE DATE

____

EMPLOYEE'S NAME (TYPED OR PRINTED)

APPENDIX D

DRUG-FREE WORKPLACE POLICY ACKNOWLEDGEMENT FORM

It is the policy of the Thomas Jefferson Planning District Commission that all employees of the Commission are hereby notified that:

1. The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace.
2. The workplace is defined as the environs of the office, presently located at 401 East Water Street, Charlottesville and any and all other places at which the employees conduct the work of the Commission.
3. Should an employee be seen engaged in activities outlined in paragraph number 1, the employee will be suspended for a period of no more than three months while an investigation is conducted by the Executive Director and a member of the Commission. Should the Executive Director be found to be engaged in activities in paragraph number 1, two members of the Commission shall choose a staff person to investigate the charges.

The findings of the investigation will be shared with the employee when completed and a decision on continuation of employment or a rehabilitation program will be made at that time.

Manufacture, distribution, dispensing, possession, or use of a controlled substance in the workplace may subject the employee to a severance of employment. If education or rehabilitation is feasible, and the employee agrees to such a program, continuation of employment will be considered.

Information concerning the availability of drug-free programs will be made available to the employees as such programs are conducted. Employees may seek treatment; coverage may be included in the health plan.

Employee acknowledgment:

I have read the above Drug-Free Workplace Policy and am aware of the consequences of violating the policy.

__________________________________ ____________________
SIGNATURE DATE

____
EMPLOYEE'S NAME (TYPED OR PRINTED)

APPENDIX E

FLEX TIME GUIDANCE

Purpose: To provide guidance on the use, documentation, and consideration of flex time by TJPDC employees. As per the employee handbook, the normal work week for which salary is paid consists of 40 billable hours, broken down into eight hours a day, Monday through Friday. Flexible scheduling, or flex time, is available to allow employees to vary their starting and ending times each day within established limits while still working 40 billable hours. The following guidance should be used when requesting, considering requests, using, or documenting flex time.

1. Staff may flex their time within their workday and across their work week, staying within a single pay period, as needed, without manager/director's approval.

2. A schedule change to not work on a normally scheduled day must have prior approval from the employee's immediate supervisor.

3. Daily work logs must be maintained by employees, which generally identify completed tasks, phone calls, meetings, etc. The daily work log must be shared via the employee's digital work calendar (currently Microsoft Office 365). The calendar should report time, duration, general description, and billing code for the tasks completed.

4. Accurate reporting of daily hours worked within each work week is required on the employees' timesheet. *Example: If you work 10 hours on a Monday and 6 hours on a Tuesday, you must enter 10 hours of work in your timesheet for Monday and 6 hours for Tuesday.*

5. Flex time must be used within the pay period that it is earned, or it is forfeited.

6. While the TJPDC does not offer a compensatory time off policy, the supervisor/director may approve time off of hours or a full day, when an employee has or expects to exceed 40 hours of work in a work week due to mandated workload, after hours meetings, project deadlines, or to meet other involuntary organizational needs. The time off for additional work must be taken within the same ~~or next pay period~~ month that it is earned, and as approved by the immediate supervisor.

APPENDIX F

Telework Program Policy

Teleworking, or telecommuting, is the concept of working from home or another location. Teleworking is not a formal, universal employee benefit. Rather, it is an alternative method of meeting the needs of the Thomas Jefferson Planning District Commission (TJPDC). The TJPDC has the right to refuse to make teleworking available to an employee and to terminate a teleworking arrangement at any time. Employees are not required to telework. Employees have the right to refuse to telework if the option is made available.

The TJPDC's policies for teleworking are as follows:

Compensation and Work Hours
The employee's compensation, benefits, work status, and work responsibilities will not change due to participation in the teleworking program.

The amount of time the employee is expected to work per day or pay period will not change as a result of participation in the teleworking program.

Employees will normally be allowed to work 40% (16 Hours) of their work week through telecommuting. Employees are expected to work 8 billable hours each workday. Part-time staff should discuss telework arrangements with their supervisors, since their job expectations may differ from full time staff and a different percentage of telecommuting time may be appropriate.

Teleworking schedules are established with the employee's immediate supervisor and/or Program Director. Temporary changes to an established schedule (such as remote work on a normal in-office day) must be approved by the employee's immediate supervisor. A Remote Work Agreement must be completed and signed by the employee, employee's immediate supervisor, program director and Executive Director. The original Remote Work Agreement will be retained by the TJPDC and kept in the employee's personnel file and a copy will be provided to the employee.

Daily work logs must be maintained by telecommuting employees, which generally identify completed tasks, phone calls, meetings, etc. The daily work log must be shared via the employee's digital work calendar (currently Microsoft Office 365). The calendar should report time, duration, general description, and billing code for the tasks completed. (Example provided at the end of this policy.)

Eligibility
Employees will be eligible based on the suitability of their job, keeping in mind that job expectations are subject to change based on the organization's needs. An employee's continued eligibility is subject to satisfactory job performance, including being reachable during work hours, as determined by the immediate supervisor and/or Program Director.

Equipment/Tools
The TJPDC may provide specific tools/equipment for the employee to perform his/her current duties. Equipment may include a laptop computer, monitor, mouse, and necessary software. Other equipment, supplies, and internet access are the responsibility of the employee, and no additional compensation will

be provided for such items. An employee must have adequate broadband access to participate in virtual meetings via video conferencing software, such as Zoom, Teams, etc.

Equipment, software, and data provided by the TJPDC for use at the remote work location is limited to authorized persons and for purposes relating to TJPDC business, in accordance with the Electronic Communications section of the Employee Handbook. The TJPDC will provide for repairs only to TJPDC equipment. When the employee optionally uses her/his own equipment, the employee is responsible for maintenance, repair, and replacement of that equipment.

Reasonable effort should be made to ensure the safety and security of any TJPDC materials or equipment taken home, to prevent loss, damage, or theft. Documents containing sensitive information (e.g., personnel records) and original copies of financial records should not be taken home.

All work documents shall be saved on TJPDC-approved and provided storage media, such as network file server (through VPN), Microsoft Office 365, or other TJPDC-provided storage. No documents should be saved exclusively on personal devices.

Worker's Compensation
During work hours and while performing work functions, teleworkers may be covered by worker's compensation.

The TJPDC is not liable for loss, destruction, or injury that may occur in or to the employee's home. This includes family members, visitors, or others that may become injured within or around the employee's home. No TJPDC-related in-person meetings should occur at the home.

Dependent Care
Teleworking is not a substitute for dependent care. Employees must use their judgement on whether they need to use personal or sick leave when they have dependent care responsibilities during their established work schedule. Teleworkers may flex their time while remaining generally available and productive during core work hours. Dependent care must not interfere with scheduled meetings and interactions. Temporary changes to an established schedule must be approved by the employee's immediate supervisor.

Sick Leave

Teleworking is not a substitute for sick leave. Employees must use their judgement on whether they need to use sick leave when there is risk of spreading an illness or they are feeling unwell. Teleworkers may flex their time while remaining generally available and productive during core work hours. Exceptions may be made on a case-by-case basis to establish a pre-approved sick leave work schedule. Temporary changes to an established schedule must be approved by the employee's immediate supervisor.

Communication
Employees must be generally available by phone, video conference, and email during core work hours of 9:00 am to 4:00 pm on telework days. All client interactions will be conducted on a client or TJPDC communications platform. Teleworkers must remain available for staff meetings and other meetings deemed necessary by management. Employees must document on their online calendars any meetings away from their remote work site.

Evaluation
The employee shall agree to participate in all studies, inquiries, reports, and analyses relating to this program.

The employee remains obligated to comply with all TJPDC rules, practices, and instructions.

Policy Date: April 12, 2022

APPENDIX G

Remote Work Agreement Form

Thomas Jefferson
Planning District Commission

REMOTE WORK AGREEMENT

Employee Name	
Date	
Employee Signature	
Immediate Supervisor Signature	
Program Director Signature	
Executive Director Signature	

List any TJPDC equipment taken offsite for remote work:

1.
2.
3.

	Monday	Tuesday	Wednesday	Thursday	Friday
TJPDC					
Remote Site					

A complete work schedule is required. (Please use an "x" to identify which days the employee will work either at the TJPDC or at the alternate site.) The employee must be available between the hours of 9:00 am and 4:00 pm on remote workdays unless otherwise specified on this form.

Remote work schedule and eligibility will be reviewed as needed.

Policy Date: April 12, 2022

FY26

Program	Pop.	% Pop.	Per Capita	Rideshare	Solid Waste	RRBC	Legislative Liaison	Regional Transit Partnership	Regional Housing Partnership	Total Contribution
			Per Capita	Direct Local Contributions						
	7/1/2023		0.68	Local	Local	Local	0.4	Local	Local	
Program Code			110/300	193	303	908	277	181	729	Various
Charlottesville	51,132	18.80%	$ 34,770	$ 7,331	$ 2,540	$ 1,337	$ 20,453	$ 25,000	$ 9,550	$ 100,981
Albemarle	116,148	42.70%	$ 78,981	$ 15,876	$ 5,560	$ 6,210	$ 46,459	$ 25,000	$ 21,310	$ 199,396
Fluvanna	28,214	10.37%	$ 19,186	$ 3,999	$ 1,370	$ 1,897	$ 11,286	$ -	$ 5,250	$ 42,987
Greene	21,370	7.86%	$ 14,532	$ 2,997	$ 1,030	$ 1,056	$ 8,548	$ -	$ 3,905	$ 32,068
Louisa	40,434	14.86%	$ 27,495	$ 5,274	$ -	$ -	$ 16,174	$ -	$ 7,110	$ 56,053
Nelson	14,713	5.41%	$ 10,005	$ 2,335	$ -	$ -	$ 5,885	$ -	$ 2,875	$ 21,100
TOTALS	272,011	100.00%	$ 184,967	$ 37,812	$ 10,500	$ 10,500	$ 108,804	$ 50,000	$ 50,000	$ 452,584

Program	Per Capita	Rural	Mobility Management	CA-MPO	Hazard Mit (FY26/FY27)	Watershed Improvement Program (WIP)	Southeast Crescent Regional Commission (SCRC)	Balance	Regional	Local	*Difference from FY25 Total Contribution*
	Per Capita	Required Local Match							Per Commission Policy:		
	0.68	Per Capita	Per Capita	Per Capita	Per Capita	Per Capita	Per Capita		75%	25%	
Program Code	300	170/171	180	190/195/198 191/196/199	330	907	120	300	300	301-307	
Charlottesville	$ 34,770	$ -	$ (1,594)	$ (14,620)	$ -	$ (2,726)	$ -	$ 15,829	$ 11,872	$ 3,957	*$ 868*
Albemarle	$ 78,981	$ (7,625)	$ (3,622)	$ (33,211)	$ -	$ (6,191)	$ -	$ 28,332	$ 21,249	$ 7,083	*$ 3,015*
Fluvanna	$ 19,186	$ (1,852)	$ (880)	$ -	$ -	$ (1,504)	$ -	$ 14,950	$ 11,212	$ 3,737	*$ 958*
Greene	$ 14,532	$ (1,403)	$ (666)	$ -	$ -	$ (1,139)	$ -	$ 11,323	$ 8,492	$ 2,831	*$ 645*
Louisa	$ 27,495	$ (2,654)	$ (1,261)	$ -	$ -	$ (2,155)	$ -	$ 21,425	$ 16,068	$ 5,356	*$ 1,560*
Nelson	$ 10,005	$ (966)	$ (459)	$ -	$ -	$ (784)	$ -	$ 7,796	$ 5,847	$ 1,949	*$ 188*
TOTALS	$ 184,967	$ (14,500)	$ (8,482)	$ (47,831)		$ (14,500)	$ -	$ 99,654	$ 74,741	$ 24,914	*$ 7,234*

	TJPDC - FY26 Projected Budget			9.17.2024
	$0.62 per capita	$0.64 per capita	$0.66 per capita	$0.68 per capita
Revenue	***FY23 Actual***	***FY24 Actual***	***FY25 Approved***	***FY26 Projected***
Federal	$12,765,316	$26,941,918	$37,894,825	$33,727,392
State	$955,735	$838,860	$1,117,209	$6,996,866
Local	$5,313,450	$8,579,284	$3,427,608	$3,636,278
Local per capita	$160,848	$171,054	$178,411	$184,967
Interest Income	$35,208	$61,276	$35,000	$50,000
Rent Income	$22,198	$26,098	$24,000	$24,000
Grant & Reserves Transfer	-$25,073	$0	$0	$15,356
Total Revenue	$19,227,682	$36,618,490	$42,677,053	$44,634,860
Operating Expenses				
Personnel Costs				
Salaries	$967,741	$998,838	$1,160,817	$1,315,965
Fringe and Release	$203,213	$225,045	$272,680	$318,754
Total Personnel	$1,170,954	$1,223,883	$1,433,497	$1,634,719
Direct Costs				
Overhead Allocation	$0	$0	$0	$0
Nonreimbursable Overhead	$0	$0	$0	$0
Contingency	$0	$0	$69,971	$94,971
Postage	$1,948	$326	$2,503	$2,199
Subscriptions	$708	$404	$600	$500
Supplies	$9,160	$15,568	$12,634	$17,260
Audit-Legal	$27,817	$28,753	$70,375	$44,650
Advertising	$16,030	$20,883	$37,945	$31,553
Meeting Expenses	$14,884	$4,383	$12,785	$8,787
TJPDC Contractual	$109,322	$87,502	$100,230	$77,226
Dues	$9,312	$10,509	$10,590	$11,190
Insurance	$7,731	$7,406	$8,500	$8,020
Printing/Copy	$5,139	$2,539	$6,482	$7,330
Rent	$100,975	$104,296	$107,343	$110,483
Equip/Data Use	$54,376	$18,507	$31,110	$24,935
Capital & Leases	$0	$0	$0	$0
Telephone	$6,258	$13,907	$15,392	$14,530
Travel-Vehicle	$17,741	$32,766	$48,031	$58,576
Janitorial	$2,917	$2,545	$4,500	$4,500
Professional Development	$52,815	$16,628	$69,567	$42,883
Total Other Costs	*$437,132*	*$366,922*	*$608,558*	*$559,593*
TOTAL OPERATING EXPENSES	$1,608,086	$1,590,805	$2,042,056	$2,194,312
Net Ordinary Income - Pass Through $	$17,619,596	$35,027,685	$40,634,997	$42,440,548
Other				
HOME Pass Through	$376,127	$775,261	$1,181,186	$1,205,056
HPG Pass Through	$141,171	$168,632	$178,274	$149,220
Cigarette Tax Pass Through	$2,659,620	$2,683,161	$2,815,763	$3,099,645
VATI Broadband Pass Through	$13,376,956	$29,941,546	$35,000,000	$37,330,278
Other Grants Pass Through	$949,884	$1,010,110	$1,459,775	$656,349
Total Other Expenses	*$17,503,758*	*$34,578,710*	*$40,634,997*	*$42,440,548*
Net Other Income	-$17,503,758	$34,578,710	-$40,634,997	-$42,440,548
Net Income	**$115,839**	**$448,975**	**$0**	**$0**

FY26 Budget Revenues

Internal Program Code	Revenue	Federal	State	Local	Local per capita	Interest Income	Rent
LOCALITY PER CAPITA AND STATE REVENUE							
110	State - DHCD Allocation		$114,971				
110	WSC & Offices						$24,000
110	Interest Income					$50,000	
301	Charlottesville				$34,770		
302	Albemarle				$78,981		
304	Fluvanna				$19,186		
305	Greene				$14,532		
306	Louisa				$27,495		
307	Nelson				$10,005		
	Unknown Source/Reserve Transfer			$15,356			
TRANSPORTATION							
	Rural Transportation						
170	Rural Admin	$12,800		$0			
171	Rural Transportation Planning	$45,200		$0			
172	**Safe Streets and Roads for All (SS4A)**	$11,031		$2,758			
180B-Local	**Mobility Management - Local**			$0			
180A-FFY26	Mobility Management FFY26	$126,600	$25,320				
180A-FFY25	Mobility Management FFY25	$43,046	$8,609				
	Transit Planning						
181	Regional Transit Partnership (RTP)			$50,000			
	Charlottesville-Albemarle MPO						
190/195/198	PL Funding	$273,170	$34,146				
191/196/199	FTA Funding	$109,481	$13,685				
	Rideshare						
193	Rideshare/TDM - DPRT		$139,358	$34,840			
HOUSING AND NONPROFIT							
726	HOME-ARP	$36,884					
727-23	HOME Consortium Admin-23	$0					
727-24	HOME Consortium Admin-24	$48,833					
727-25	HOME Consortium Admin-25	$15,000					
728-23	Housing Preservation Admin - HPG-23	$0					
728-24	Housing Preservation Admin - HPG-24	$15,277					
728-25	Housing Preservation Admin - HPG-25	$5,092					
729	Regional Housing Partnership		$11,230	$50,000			
732	VERP - DHCD		$6,875				
733	VA Housing - PDC		$35,014				
ENVIRONMENT							
303	Solid Waste			$14,500			
907	WIP DEQ	$58,000					
908	RRBC			$10,500			
OTHER PROGRAMS							
120	SCRC - Capacity Building	$5,750					
277	Legislative Liaison			$118,804			
278	VAPDC			$55,000			
760	Reional Cigarette Tax			$171,813			
761	VATI 2022 - DHCD	$123,000	$0	$0			
762	VATI 2024 - DHCD	$0	$93,400				
PASS THRU REVENUE							
170/171	Rural Transportation Planning	$0		$0			
172	Safe Streets and Roads for All (SS4A)	$113,673		$28,418			
180A-FFY26	Mobility Management FFY26	$0	$0				
180A-FFY25	Mobility Management FFY25	$0	$0				
181	Regional Transit Partnership (RTP)			$0			
190/195/198	MPO - PL	$0	$0				
191/196/199	MPO - FTA	$0	$0				
193	Rideshare/TDM - DRPT		$0	$0			
303	Solid Waste			$0			
726	HOME-ARP Pass Through	$341,937					
727-23	Consortium HOME Pass Through-23	$288,619					
727-24	Consortium HOME Pass Through-24	$439,500					
727-25	Consortium HOME Pass Through-25	$135,000					
728-23	Housing Preservation Pass Through-23	$33,793					
728-24	Housing Preservation Pass Through-24	$86,570					
728-25	Housing Preservation Pass Through-25	$28,857					
729	Regional Housing Partnership		$48,770				
732	VERP - DHCD Pass Through		$130,625				
733	VA Housing - PDC Pass Through		$334,863				
760	Regional Cigarette Tax Pass Through			$3,099,645			
761	VATI 2022- DHCD	$31,330,278	$0	$0			
762	VATI 2024- DHCD	$0	$6,000,000				
Total Revenues by Category		**$33,727,392**	**$6,996,866**	**$3,651,634**	**$184,967**	**$50,000**	**$24,000**
Sum Total of Revenues							**$44,634,860**

FY26

			Per Capita				Direct Local Contributions				Per Capita			Required Local Match					Per Commission Policy:		
	7/1/2023		0.68	Local	Local	Local	0.4	Local	Local		0.68	Per Capita	Per Capita	Per Capita	Per Capita	Per Capita	Per Capita		75%	25%	
Program Code			110/300	193	303	908	277	181	729	Various	300	170/171	180	190/195/198 191/196/199	330	907	120	300	300	301-307	
Program	**Pop.**	**% Pop.**	**Per Capita**	**Rideshare**	**Solid Waste**	**RRBC**	**Legislative Liaison**	**Regional Transit Partnership**	**Regional Housing Partnership**	**Total Contribution**	**Per Capita**	**Rural**	**Mobility Management**	**CA-MPO**	**Hazard Mit (FY26/FY27)**	**Watershed Improvement Program (WIP)**	**Southeast Crescent Regional Commission (SCRC)**	**Balance**	**Regional**	**Local**	***Difference from FY25 Total Contribution***
Charlottesville	51,132	18.80%	$ 34,770	$ 7,331	$ 2,540	$ 1,337	$ 20,453	$ 25,000	$ 9,550	$ 100,981	$ 34,770	$ -	$ (1,594)	$ (14,620)	$ -	$ (2,726)	$ -	$ 15,829	$ 11,872	$ 3,957	*$ 868*
Albemarle	116,148	42.70%	$ 78,981	$ 15,876	$ 5,560	$ 6,210	$ 46,459	$ 25,000	$ 21,310	$ 199,396	$ 78,981	$ (7,625)	$ (3,622)	$ (33,211)	$ -	$ (6,191)	$ -	$ 28,332	$ 21,249	$ 7,083	*$ 3,015*
Fluvanna	28,214	10.37%	$ 19,186	$ 3,999	$ 1,370	$ 1,897	$ 11,286	$ -	$ 5,250	$ 42,987	$ 19,186	$ (1,852)	$ (880)	$ -	$ -	$ (1,504)	$ -	$ 14,950	$ 11,212	$ 3,737	*$ 958*
Greene	21,370	7.86%	$ 14,532	$ 2,997	$ 1,030	$ 1,056	$ 8,548	$ -	$ 3,905	$ 32,068	$ 14,532	$ (1,403)	$ (666)	$ -	$ -	$ (1,139)	$ -	$ 11,323	$ 8,492	$ 2,831	*$ 645*
Louisa	40,434	14.86%	$ 27,495	$ 5,274	$ -	$ -	$ 16,174	$ -	$ 7,110	$ 56,053	$ 27,495	$ (2,654)	$ (1,261)	$ -	$ -	$ (2,155)	$ -	$ 21,425	$ 16,068	$ 5,356	*$ 1,560*
Nelson	14,713	5.41%	$ 10,005	$ 2,335	$ -	$ -	$ 5,885	$ -	$ 2,875	$ 21,100	$ 10,005	$ (966)	$ (459)	$ -	$ -	$ (784)	$ -	$ 7,796	$ 5,847	$ 1,949	*$ 188*
TOTALS	272,011	100.00%	$ 184,967	$ 37,812	$ 10,500	$ 10,500	$ 108,804	$ 50,000	$ 50,000	$ 452,584	$ 184,967	$ (14,500)	$ (8,482)	$ (47,831)		$ (14,500)	$ -	$ 99,654	$ 74,741	$ 24,914	*$ 7,234*