Thomas Jefferson Planning District Commission
Finance/Executive Committee
Thursday, May 1, 2025, at 5:15 pm
In-Person – Conference Room 1

AGENDA
Join Zoom Meeting:
https://us02web.zoom.us/j/85313683788?pwd=3M1CucUBmxTHbzxfxtHKvpR8GOSAVF.1
Meeting ID: 853 1368 3788 **By call-in:** 1 (301) 715-8592

1. Call to Order
  a. Call to Order, Roll Call – *Chair O'Brien, Ruth Emerick* — 5:15 – 5:20

2. *Consent Agenda – *Chair O'Brien* — 5:20 – 5:20
  a. Minutes of April 10, 2025, Finance/Executive Committee

New Business

3. *TJPDC Financial Policy Draft – *Ruth Emerick* — 5:20 – 5:35
  a. Adopted Financial Management Policy – 10.01.2015
  b. Revised Red-Lined version
  c. *Revised Financial Management Policy – 05.01.2025

  Recommended Action: The Finance/Executive Committee recommends the full commission adopt the revised Financial Management Policy, as presented.

4. FY25 Pre-Audit Meeting – *Laura Greene, David Foley, Robinson, Farmer, Cox Associates* — 5:35 – 6:15

5. *TJPDC Financial Targets – *Christine Jacobs* — 6:15 – 6:30
  a. TJPDC Financial Targets Presentation

  Recommended Action: The Finance/Executive Committee recommends the full commission adopt and implement the following, effective July 1, 2025:
  1. To increase the Unrestricted Cash on Hand Target from four (4) months to six (6) months average operating expenses
  2. To set aside six (6) months average operating expenses as Unrestricted Cash on Hand before calculating Capital Reserves monthly
  3. To Revise the Restricted Capital Reserve calculation so it is no longer tied to Net Quick Assets (Restricted Capital Reserve = Total Cash minus Deferred Revenue minus six (6) months Unrestricted Cash on Hand).

***Employee Handbook Updates** –*Laura Greene* — 6:30 – 6:35
  a. Adopted Employee Handbook – 10.03.2024
  b. Revised Red-lined version
  c. *Revised Employee Handbook – 05.01.2025

  Recommended Action: The Finance/Executive Committee recommends the full commission adopt the revised employee handbook, as presented.

ADJOURN — 6:30

** Designates Items to be Voted On*

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

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
Taylor Jenkins	Transportation 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.

THOMAS JEFFERSON PLANNING DISTRICT COMMISSION (TJPDC)
Finance/Executive Committee Meeting Minutes, April 10, 2025

COMMISSIONERS PRESENT	IN PERSON	REMOTE	STAFF PRESENT	IN PERSON	REMOTE
Albemarle County			Christine Jacobs, Executive Director	x	
Ned Gallaway			David Blount, Deputy Director	x	
Mike Pruitt			Ruth Emerick, Chief Operating Officer		
Fluvanna County			Laura Greene, Finance & HR Director	x	
*Tony O'Brien, Chair		x	Taylor Jenkins, Transportation Director		
*Keith Smith, Treasurer	x		Lucinda Shannon, Sr. Program Manager		x
Greene County					
Tim Goolsby					
James Higgins					
Louisa County					
Tommy Barlow					
Manning Woodward					
Nelson County					
Ernie Reed			**GUESTS/PUBLIC PRESENT**		
Jesse Rutherford			Shari Fallon, Gallagher		x
City of Charlottesville					
Phil d'Oronzio					
*Michael Payne, Vice Chair	x				

** Denotes Finance/Executive Committee members*

1. CALL TO ORDER:

a. Call to Order, Roll Call:

The Thomas Jefferson Planning District Commission (TJPDC) Vice Chair, Michael Payne, presided and called the Finance/Executive Committee meeting to order at 5:47 pm. Christine Jacobs took attendance and certified that a quorum was present.

b. Vote to Allow Electronic Participation (if needed):

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The in-person Finance/Executive Committee members considered allowing remote participation for the following member per the Commission's remote participation policy: Tony O'Brien participated from Charlottesville, VA for a personal reason.

2. CONSENT AGENDA:

a. Minutes of March 6, 2025, Finance/Executive Committee: On a motion by Keith Smith, seconded by Tony O'Brien, the March 6 minutes were approved as presented (Payne abstained).

3. CLASSIFICATION AND COMPENSATION STUDY UPDATE AND DISCUSSION:

Shari Fallon, Senior Compensation Consultant at Gallagher, explained that several salary structure options were explored as a follow-up to the last meeting. This included 50th and 75th percentile options that recognized blended/multiple roles, as well as an option in between those two percentiles, recognizing prior/relevant service. With that analysis, an additional option (3b) was devised that has salaries falling between the 50th and 75th percentiles and that could be affordable within that structure. The width of salary bands as they relate to expected career paths also were examined. Option 3b, at a cost of $268,397 and inclusive of a 3% COLA increase, is the staff recommended option.

Following discussion, it was recommended that Option 3b be moved forward to the Commission for consideration.

Motion/Action: On a motion by Keith Smith, seconded by Tony O'Brien, the Finance Executive Committee unanimously voted to recommend Option 3b to the Commission.

4. ADJOURNMENT:

The next meeting of the Finance/Executive Committee will be held May 1, 2025.

The Finance/Executive Committee unanimously vote to adjourn the April 10, 2025, meeting at 6:07 pm.

Commission materials and meeting recording may be found at www.tjpdc.org

Thomas Jefferson Planning District Commission
Financial Management

I. **PURPOSE**: The purpose of this section on Financial Management is to establish the process of using funds effectively, efficiently, and transparently and for appropriate purposes only. This process is a combination of procedures, methods, rules of conduct, and standards.

II. **GOVERNING STANDARDS:**

a. Generally Accepted Accounting Principles (GAAP): TJPDC applies this common set of accounting principles, standards and procedures to compile the agency's financial statements.

b. Federal Uniform Requirements: TJPDC applies cost principles 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).

c. Government Auditing Standards: An independent firm conducts an annual audit, to express opinions on the TJPDC financial statements and to consider TJPDC's internal control over financial reporting and compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters.

III. **COST PRINCIPLES**

a. Cost Allowability: TJPDC will limit costs applied to projects to those that are necessary and reasonable to carry out the work under the award or contact. These costs are authorized, or not prohibited, under state or local laws and rules, and conform to the Federal Uniform Guidelines. Costs are treated consistently, in accordance with GAAP and federal, state, and local regulations. Costs for federally funded activities will not be used to meet the cost sharing or matching requirements of any other Federal Award, unless specifically allowed by the grantor.

b. Cost Reasonableness: Costs incurred will be of types generally recognized as ordinary and necessary for agency operations. TJPDC will follow sound business practices, and comply with applicable laws and regulations. The TJPDC employee handbook defines standards of conduct for employees and TJPDC's Conflict of Interest policy.

c. Cost Allocability: TJPDC will limit costs applied to projects to those goods and services that are incurred specifically for the project, benefit the project, and are necessary and assignable to the project. Costs may be allocated as direct or indirect costs, based on timesheets and the chart of accounts.

i. Direct costs include:

- Staff costs, including salaries and fringe benefits, are allocated to projects per the hours shown on timesheets. The hourly rate used to allocate staff costs is based on work hours per year. Total salary and fringe benefits are divided by the expected work hours for the year, taking out annual leave, holiday, and a portion of sick leave.
- Travel includes the use of the agency vehicle, or personal vehicle, and costs for commercial travel. A contemporary log is maintained on a clipboard in the agency vehicle, to track date, driver, destination, and program for each trip. Staff using their personal vehicle for travel report destination, mileage, and program on expense reports, on a form created for that purpose. Other out-of-pocket expenses such as parking, registration fees, and incidental expenses, are also reported on an expense form, backed up by receipt, and tracked by program.
- Supplies in support of an identified program, as indicated by the program manager on the receipt.

- Copies are tracked by auditron on the copy machine, with codes assigned to active programs. The rates charged to programs for black and white and color copies are reviewed periodically and established through an analysis of actual costs including equipment maintenance.
- Consultant services: Some projects include work provided through contractual service contracts. These costs will be assigned to programs, if allowed by the funder and included in the project budget. Payment will be made to the consultant based on a submitted invoice, itemizing the cost components and accompanied by a progress report.
- Advertising: Public notices for meetings, comment periods, or related to procurement for a specific project may be charged directly to a program or project, if allowed by the funder and included in the project budget.
- Professional Development and Conferences. Staff may attend training or conferences related to a specific project, if allowed by the funder and included in the program/project budget. Costs may include travel by airplane, train, or other available means, hotel stays, conference registration, and incidental costs backed up by receipt and tracked by to the program or project.
- Equipment and data use may be charged to a specific program for office equipment less than $5,000, software, web hosting, and domain costs, if these are specifically dedicated to the project or program, allowed by the funder, included in the project budget, and backed up by receipt.

ii. Indirect Costs: TJPDC’s indirect cost rate is based on the agency’s annual audit, and is calculated on an annual basis, using the actual indirect rate for the most recently audited year. The indirect cost rate is determined by a relation of total administrative costs to program salary costs, and is applied to direct staff costs charged to individual programs based on salaries and fringe benefits. The Virginia Department of Transportation (VDOT) serves as the cognizant agency for the TJPDC and approves the indirect cost rate on an annual basis. VDOT acts as the agent on behalf of the Federal Highways Administration (FHWA). Indirect costs include:

- Administrative staff time: financial management and overall management of the agency, charged to administration on timesheets. This includes all of the Finance Director’s time, most of the Administrative Assistant’s time, about one-third of the Executive Director and Senior Program Manager’s time, and incidental time by other staff members.
- Staff time for general activities: This includes staff meetings and retreats, research, and other activities not directly supporting specific projects.
- Staff time for network management: Time spent on Informational Technology issues, including equipment procurement, routine operations, and working with the IT support provider.
- Supplies are generally included as part of indirect costs, except for items purchased for a particular event or purpose in support of an identified program. TJPDC uses a rubber stamp on invoices and receipts to track costs. The invoice is stamped with a line to indicate the program and code from the chart of accounts, and a line for the program manager’s initial, and the Executive Director’s initial.
- Copies are tracked by auditron on the copy machine, with a code assigned to administration. Total costs for operation of the copier are charged to administration, offset by the cost of copies recovered through programs.

- Equipment and data use includes office equipment less than $5,000 (computers, printers), software, web hosting and domain costs, and costs related to the server and plotter.
- Contractual costs consist of IT and financial support services, including the payroll service charges.
- Occupancy expenses including rent, utilities, and janitorial services.
- Other costs include the audit, legal costs, advertising, insurance, bank charges, dues, and expenses for Commission and staff meetings and retreats.

iii. Other Costs: TJPDC incurs some costs that are not included in either direct or indirect costs allocated to projects. These include:

- Capital expenses are reflected on the balance sheet, but are not reflected in direct or indirect costs on profit and loss statements. Capital expenses are not included in the indirect cost pool.
- Staff time related to preparing proposals is tracked through a project number for that purpose. These costs are not charged to any program, and are not included in the indirect cost pool. Local funds are used for this purpose.

IV. BUDGET

a. Agency Budget: The following procedures are used by the Commission to establish the agency budget:

i. Prior to the December 31, the Executive Director submits a proposed budget for the upcoming fiscal year commencing the following July 1. The budget includes proposed expenditures and the means of financing them. This budget proposes the member allocations, to be used in budget submissions to the member localities, on the basis of an equal per-capita rate as established by the Commission and population figures adjusted each year as defined in Section 15.1-1402(f) of the 1950 Code of Virginia as amended. Each member governmental subdivision shall be represented by at least one Commission member at any meeting at which action is taken requesting per-capita donations from the participating governing bodies, and such actions shall be approved by the affirmative vote of at least two-thirds of the members present. The Executive Director, or designated staff, submits budget requests to the local governing bodies.

ii. The budget amounts depend on staff securing grants and contracts throughout the year. Appropriate budget revisions are proposed and approved by the Commission during the year. The Commission adopts a working budget for the fiscal year beginning July 1 at their May meeting, per the Bylaws. The Commission adopts the final budget for use in financial reporting at the November meeting.

iii. The approved budget is utilized as a management control device.

iv. All budgets are adopted on a basis consistent with generally accepted accounting principles (GAAP).

b. Project Budget: TJPDC typically prepares the project or program budget as part of the application process for funding. TJPDC reflects all anticipated project revenues and expenses in the project budget. Revenues include the requested funding and any state, local, or private funds applied as match. Expenses include personnel costs, contracts, materials and supplies, travel, indirect costs, and other costs authorized by the regulations governing the particular award. After award, there may be a process of budget adjustment undertaken between TJPDC and the funder.

V. INTERNAL CONTROLS: TJPDC has instituted internal controls to protect its financial assets, to ensure that resources are used for authorized purposes, and are protected against waste, mismanagement, and loss. TJPDC's financial policies, procedures and practices also provide mechanisms to record information on the source, amount, and use of funds in a reliable and timely fashion, readily available through reports and records.

a. Segregation of Duties: TJPDC has developed an agency organizational structure that provides an effective work environment and provides the framework for planning, directing and controlling operations to achieve its objectives. TJPDC delegates authority and responsibility throughout the organization. The following groups and individuals have specific duties for internal controls related to financial management:

   i. TJPD Commission as a body
      - Will review and accept all financial reports
      - Will review and approve the annual budget, including revisions or amendments during the fiscal year

   ii. TJPDC Chair
      - Will be a signatory on all TJPDC accounts, and sign expenditure checks in the Treasurer's absence
      - Will review all vouchers and invoices for those checks which require his or her signature
      - Will appoint members of the Executive Committee and Finance Committee

   iii. TJPDC Finance Committee
      - Will review financial materials prior to presentation to the Commission
      - Will assist TJPDC staff by offering recommendations for accounting, financial and budget preparation and reporting
      - Will identify issues that require Commission deliberation and decision
      - Will periodically review financial goals and targets
      - Will recommend actions to the Commission
      - Will participate in the annual budget process in partnership with the TJPDC Executive Committee and Executive Director
      - Will recommend budgetary actions to the Commission
      - Members of the Finance Committee will also serve as members of the Audit Committee, with one or more additional Commissioners as appointed by the Commission Chair

   iv. TJPDC Treasurer
      - Will be a signatory on all TJPDC accounts, and sign expenditure checks
      - Will review all vouchers and invoices for those checks which require his or her signature
      - Will serve as a member of the Executive Committee, Finance Committee and Audit Committee

   v. TJPDC Executive Director
      - Will be a signatory on all TJPDC accounts, and sign expenditure checks
      - Will review approval of invoices by project/program managers, or approve vouchers and invoices for those checks which require his or her signature
      - Will draft the annual budget for review by the Executive and Finance Committees, and present to the Commission for adoption
      - Will acknowledge independent bank reconciliation by Senior Program Manager or designated staff

- Will review financial reports prepared by the Finance Director or other staff prior to presentation to the Finance Committee

vi. TJPDC Finance Director

- Will process checks based on invoices received and reviewed by the program/project manager, or on contracts in place
- Will reconcile monthly bank statements using QuickBooks software
- Will prepare financial reports

vii. TJPDC Senior Program Manager or other designated staff

- Will conduct an independent manual reconciliation of monthly bank statements
- Will be a signatory on all TJPDC accounts, and sign expenditure checks in the absence of the Executive Director, or for checks payable to the Executive Director
- Will review all vouchers and invoices for those checks which require his or her signature

viii. TJPDC Administrative Assistant

- Will receive and open all incoming mail, including the bank statements
- Will make copies of all checks and deposit slips, document all checks received, and make bank deposits
- Will prepare signed checks for mailing, with a copy of the invoice as appropriate, retain check stubs and invoices for TJPDC records, and provide all materials to the Finance Director for a final check prior to mailing and for filing

b. Financial and Organizational Reports

i. Each month the TJPDC Finance Director and assigned staff shall prepare:

- A balance sheet showing cash accounts, accounts receivable, accounts payable, pre-paid expenses, deferred revenue and the cost and depreciation of any owned property, equipment and fixtures, and equity accounts
- A consolidated income statement showing income received, expenses incurred and the balance for the month and year to date, with a comparison to the budget
- A chart showing accrued revenues by program
- A financial dashboard report, displaying key indicators in a visual way to convey the financial condition of the TJPDC

ii. Financial Reports to the Commission: Financial reports will be provided at each meeting of the Commission for review and acceptance

iii. The Executive Director will provide a report to the Commission at each meeting, highlighting and analyzing TJPDC's activities

c. Controls for Incoming Funds

i. Checks Received: The majority of the money received by the TJPDC is in the form of electronic deposits or checks received through the mail. The following procedures will be used for checks received:

- The Administrative Assistant receives and opens the mail.
- All checks are stamped "For deposit only," and recorded on a deposit slip, with a separate deposit slip for each check. Copies of the deposit slip and check are made before the deposit is taken to the bank.
- All documentation received with the check is kept with a copy of the check and deposit slip, and the original deposit receipt from the bank. The Administrative Assistant passes all of this information to the TJPDC Finance Director.

- The Administrative Assistant records all deposits on an Excel spreadsheet, indicating date received, date deposited, check number, payer name, and amount of deposit.
- Funds in a single institution should not contain more than $250,000, the current FDIC limit. All cash accounts owned by the TJPDC will be held in financial institutions which are federally insured and have received a favorable CRA (Community Reinvestment Act) rating.

ii. Electronic Deposits: Payments for grant-funded programs may be made in the form of electronic deposits directly into TJPDC's primary Money Market account. The following procedures will be used for electronic deposits:

- Electronic notification by the funder will be sent to both the Finance Director and the Senior Program Manager or designee
- The Finance Director will create a table showing deposits received and programs credited, and create journal entries to clear the related account receivable
- The Finance Director will provide the table of deposits received with bank statement reconciliation materials

iii. Cash Received: TJPDC receives some incidental payments by cash. The following procedures will be used for cash:

- The Administrative Assistance receives all cash payments and provides a hand-written receipt slip to the payee, retaining the carbon copy.
- The Administrative Assistance deposits cash payments over $10 into the bank, making a copy of the cash and deposit slip, and attaching the bank deposit receipt to the copy after making the deposit.
- The Administrative Assistant records all cash bank deposits on an Excel spreadsheet, indicating date received, date deposited, "CASH" written in the check number column, payer name, and amount of deposit.
- For cash payments under $10, the cash may be added to petty cash, accompanied by a receipt to be used in the reconciliation.

d. <u>Controls for Payments</u>

i. The Administrative Assistant will open incoming invoices received by mail and forward these to the Program/Project Manager or the Executive Director or for review and processing. Invoices for recurring expenses, such as phone bills and newspaper subscriptions, and credit card statements will be forwarded directly to the Finance Director.

ii. Each employee has a dedicated credit card with a $2,500 limit kept in a locked cabinet in the Finance Director's office. Staff may use their credit card for purchases as needed. Employees can access account information on-line. Staff can add comments to their transactions on-line to note the appropriate account, or print out the statement and provide the original invoice at the point of sale with account coding noted. Each staff member with credit card charges for the month provides materials on credit card activity to the Finance Director by the 5th of the month. TJPDC makes one payment for the agency monthly, drawn directly from the Money Market account by the bank.

iii. The Finance Director will review invoices received, approved by the Program/Project Manager or Executive Director, and prepare checks for payment, using QuickBooks software. The Finance Director will arrange for signatures by the Executive Director and Treasurer, or other signatories as appropriate

iv. The check signers review the checks and associated invoices. Any questions are directed to the Finance Director. After any issues are resolved, the signatory signs the checks and returns these to the Finance Director.
v. The Finance Director provides all signed checks and back-up materials to the Administrative Assistant
vi. The Administrative Assistant prepares checks and appropriate paperwork for mailing and filing.
vii. The Finance Director reviews materials prior to mailing, and retains the check stub and copies of the invoice and other back-up materials for TJPDC files.
viii. The Finance Director will maintain supporting documentation in appropriate vendor files. These files will be utilized to respond to any discrepancies which arise with vendors or other payees.

e. Petty Cash:
   i. The Administrative Assistant maintains cash on hand for use in incidental purchases. The following procedures will be used for petty cash:
      - The Administrative Assistant keeps petty cash in a locked bank bag, stored in a locked cabinet. The maximum amount of petty cash maintained is $200.
      - Staff may use petty cash for incidental purchases as needed. Receipts for purchases, with appropriate account codes noted, are retained in the locked back until petty cash in reconciled.
      - Any cash received under $10 is noted with a hand-written receipt identifying the source of the funds, and kept in the locked bag until petty cash is reconciled.
      - No less than quarterly, the Administrative Assistant reconciles petty cash based on the receipts and remaining cash, and provides the reconciliation to the Finance Director.
      - The Finance Director prepares a check payable to TJPDC for an amount to bring the petty cash balance up to $200.
      - The Senior Program Manager or designee cashes the check at the bank and provides the cash and check stub to the Administrative Assistant. Funds are added to petty cash.

f. Bank Reconciliations:
   i. The TJPDC Finance Director will reconcile the monthly bank statements within 10 days of receipt using the accounting software. Bank statements for accounts without checks drawn are not mailed; the Finance Director will access these bank statements on-line. The TJPDC Finance Director shall provide the bank statement(s), check registers, general ledger, payroll records and any voided checks (clearly marked as voided to avoid re-use of the check) to the Senior Program Manager or designee to do an independent reconciliation of the bank statement.
   ii. The Senior Program Manager or designee will review the materials provided by the TJPDC Finance Director.
      - Reviewer will verify that all checks are consecutive. Any missing check numbers will be reported to the Treasurer for explanation. The Reviewer will forward any information on missing checks or questionable payees to the TJPDC Executive Director.

- The reviewer will examine cleared checks for authorized signatures. Any checks that are outstanding for more than three months will be reported to the TJPDC Finance Director for investigation and explanation.
- Reviewer will examine "other debits" on each back statement. Any amounts will be included in the written report.
- Reviewer will create a brief narrative report documenting the review of all items noted above, including any questions or pertinent information, and Excel tables showing the statement balance, outstanding checks, reconciled balance, and compare the balance to the General Ledger. The Reviewer will sign off on the narrative and on the first page of each bank statement and forward the package to the Executive Director for a brief review and sign-off.
- The reconciliation review should be completed by the 25th of the month following the end of the bank statement.

iii. The TJPDC Executive Director will acknowledge the independent bank reconciliation by initialing the report and bank statements and returning these to the Senior Program Manager or designee.

iv. The Senior Program Manager or designee will return the bank statements, narrative report, Excel table of outstanding checks, any voided checks, and software-generated reconciliation materials to the TJPDC Finance Director. The Senior Program Manager will retain the general ledgers, payroll printouts, and any other documents needed for use in the subsequent month's reconciliation. All retained materials will be kept in a binder for review during the audit process.

VI. ACCOUNTING SYSTEM:

a. <u>Software</u>: TJPDC utilizes QuickBooks to track revenue and expenditures on an accrual basis and to produce monthly financial reports.

b. <u>Fund Accounting</u>: TJPDC uses a chart of accounts to classify transactions to clearly identify fund sources and uses. Governmental financial statements are produced at the end of the fiscal year.

c. <u>Fiscal Year:</u> TJPDC's fiscal year runs from July 1 to June 30.

VII. OTHER CONTROLS:

a. <u>Controlled Access to Records</u>: Financial records are kept in a locked cabinet in the Finance Director's office. A separate drive on the server is dedicated to financial files, with access limited to the Finance Director, Executive Director and Senior Program Manager.

b. <u>Control of Physical Assets</u>: Physical assets include furniture, equipment, and a vehicle. The following controls are in place:

i. The Finance Director, with assistance from staff, maintains a spreadsheet of all equipment, with serial number, date purchased, and assigned user.

ii. All physical assets are covered by an appropriate insurance policy.

iii. Keys to the office are provided to staff members, lessees, and the janitorial staff. Keys are returned to the TJPDC upon termination of employment, lease or contract.

iv. TJPDC's Employee Handbook includes appropriate use and maintenance of TJPDC-owned property among Standards of Conduct for staff. Inappropriate use of equipment constitutes unsatisfactory work performance. Per the handbook, the following kinds of disciplinary action may be taken, depending upon the circumstances: oral admonishment, written reprimand, suspension, demotion or dismissal.

Thomas Jefferson Planning District Commission
Financial Management Policy

Updated May 2025 [DRAFT]

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I. **PURPOSE**: The purpose of this section on Financial Management is to establish the process of using funds effectively, efficiently, and transparently and for appropriate purposes only. This process is a combination of procedures, methods, rules of conduct, and standards.

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c. Government Auditing Standards: An independent firm conducts an annual audit, to express opinions on the TJPDC financial statements and to consider TJPDC's internal control over financial reporting and compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters.

d. Indirect Cost Rate Analysis: The TJPDC's cognizant agent will independently review and approve the TJPDC's Indirect Cost Rate Allocation Plan annually.

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~~c.~~ e. Purchases and Procurement: All purchases and related procurement must follow ~~the~~ TJPDC's adopted Procurement Policy.

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III. **COST PRINCIPLES**

a. Cost Allowability: TJPDC will limit costs applied to projects to those that are necessary and reasonable to carry out the work under the award or contact. These costs are authorized, or not prohibited, under state or local laws and rules, and conform to the Federal Uniform Guidelines. Costs are treated consistently, in accordance with GAAP and federal, state, and local regulations. Costs for federally funded activities will not be used to meet the cost sharing or matching requirements of any other Federal Award, unless specifically allowed by the grantor.

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- Travel includes the use of the agency vehicle, or personal vehicle, and costs for commercial travel. A ~~contemporary~~ log is maintained ~~on a clipboard in the agency vehicle,~~ to track date, mileage, driver, ~~destination~~and, ~~and~~ program for each trip. Staff using their personal vehicle for travel report destination, mileage, and program on expense reports, on a form created for that purpose. Other out-of-pocket expenses such as parking, registration fees, and incidental expenses, are also reported on an expense form, backed up by receipt, and tracked by program.
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- Advertising: Public notices for meetings, comment periods, or related to procurement for a specific project may be charged directly to a program or project, if allowed by the funder and included in the project budget.
- Professional Development and Conferences~~.~~: Staff may attend training or conferences related to a specific project, if allowed by the funder and included in the program/project budget. Costs may include travel by airplane, train, or other available means, hotel stays, conference registration, and incidental costs backed up by receipt and tracked by to the program or project.
- Equipment and data use may be charged to a specific program for office equipment less than $5,000, software, web hosting, and domain costs, if these are specifically dedicated to the project or program, allowed by the funder, included in the project budget, and backed up by receipt.
- Other costs include the audit, legal costs, advertising, insurance, bank charges, and dues, if these costs are directly related to a specific program and are allowable by the funding source.

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ii. Indirect Costs: TJPDC's indirect cost rate is based on the agency's annual audit, and is calculated on an annual basis, using the actual indirect rate for the most recently audited year. The indirect cost rate is determined by a relation of total administrative costs to program salary ~~costs, and~~costs and is applied to direct staff costs charged to individual programs based on salaries and fringe benefits. The Virginia Department of Transportation (VDOT) serves as the cognizant agency for the TJPDC and approves the indirect cost rate on an annual basis. VDOT acts as the agent on behalf of the Federal Highways Administration (FHWA). Indirect costs include:

- Administrative staff time: financial management and overall management of the agency, charged to administration on timesheets. This includes portions of ~~all of~~ the Executive Director, Deputy Director, Chief Operating Officer, Finance Director~~'s time~~, ~~most of the~~ Administrative Assistant, ~~'s time, about one-third of the Executive Director~~ and ~~Senior Program Manager's time, and incidental time by other staff members~~other designated staff's time, as determined in the annual budget.

- Staff time for general activities: This includes staff meetings and retreats, research, pipeline grant applications, and other activities not directly supporting specific projects.
- Staff time for network management: Time spent on Informational Technology issues, including equipment procurement, routine operations, and working with the IT support provider.
- Supplies are generally included as part of indirect costs, except for items purchased for a particular event or purpose in support of an identified program. TJPDC uses a rubber stamp on invoices and receipts to track costs. The invoice is stamped ~~with a line~~ to indicate the program and code from the chart of accounts, ~~and a line for the~~ program manager's initial, and the Executive Director's initial.
- Copies are tracked by ~~auditron~~ automatically on the copy machine, with a code assigned to administration. Total costs for operation of the copier are charged to administration, offset by the cost of copies recovered through programs.
- Professional Development and Conferences: Staff may attend training or conferences not related to a specific project. Costs may include travel by airplane, train, or other available means, hotel stays, conference registration, and incidental costs backed up by receipt.
- Equipment and data use includes office equipment less than $5,000 (computers, printers), software, web hosting and domain costs, and costs related to the server and plotter.
- Contractual costs consist of IT and financial support services, including the payroll service charges.
- Occupancy expenses, including rent, utilities, and janitorial services.
- Other costs may include the audit, legal costs, advertising, insurance, bank charges, dues, ~~and~~ expenses for Commission and staff meetings and retreats, and other allowable expenses that are not directly billable to programs.

iii. Other Costs: TJPDC incurs some costs that are not included in either direct or indirect costs allocated to projects. These include:

- Capital expenses are reflected on the balance ~~sheet, but~~sheet but are not reflected in direct or indirect costs on profit and loss statements. Capital expenses are not included in the indirect cost pool.
- Staff time related to preparing proposals is tracked through a project number for that purpose. These costs are not charged to any ~~program, and~~program and are not included in the indirect cost pool. Local funds are used for this purpose.

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IV. BUDGET

a. Agency Budget: The following procedures are used by the Commission to establish the agency budget:

i. Prior to ~~the~~ December 31, the Executive Director submits a proposed budget for the upcoming fiscal year commencing on the following July 1. The budget includes proposed expenditures and the means of financing them. This budget proposes the member allocations, to be used in budget submissions to the member localities, on the basis of an equal per-capita rate as established by the Commission and population figures adjusted each year as defined in Section 15.1-1402(f) of the 1950 Code of Virginia as amended. Each member governmental subdivision shall be represented by at least one Commission member at any meeting at which action is taken requesting per-capita donations from the participating governing bodies, and such actions shall be approved by the affirmative vote of at least two-thirds of the members present. The Executive Director, or designated staff, submits budget requests to the local governing bodies.

ii. The budget amounts depend on staff securing grants and contracts throughout the year. Appropriate budget revisions are proposed and approved by the Commission during the year. The Commission adopts a working budget for the fiscal year beginning July 1 at their May meeting, per the Bylaws. The Commission adopts the final operating budget for use in financial reporting at the ~~November~~ March meeting.

iii. The approved budget is utilized as a management control device.

iv. All budgets are adopted on a basis consistent with generally accepted accounting principles (GAAP).

b. Project Budget: TJPDC typically prepares the project or program budget as part of the application process for funding. TJPDC reflects all anticipated project revenues and expenses in the project budget. Revenues include the requested funding and any state, local, or private funds applied as match. Expenses include personnel costs, contracts, materials and supplies, travel, indirect costs, and other costs authorized by the regulations governing the particular award. After ~~award~~the award, there may be a process of budget adjustment undertaken between TJPDC and the funder.

V. INTERNAL CONTROLS: TJPDC has instituted internal controls to protect its financial assets, to ensure that resources are used for authorized purposes, and are protected against waste, mismanagement, and loss. TJPDC's financial policies, procedures and practices also provide mechanisms to record information on the source, amount, and use of funds in a reliable and timely fashion, readily available through reports and records.

a. Segregation of Duties: TJPDC has developed an agency organizational structure that provides an effective work environment and provides the framework for planning, directing, and controlling operations to achieve its objectives. TJPDC delegates authority and responsibility throughout the organization. For the purposes of this section, "expenditure" means payment by any means other than petty cash or individual charges to the agency credit cards. The following groups and individuals have specific duties for internal controls related to financial management:

i. TJPD Commission, as a body

- Will review and accept all financial reports
- Will periodically review and approve financial goals and targets, as recommended by the Finance/Executive Committee
- Will review and approve the annual budget, including revisions or amendments during the fiscal year, in accordance with the Commission's Bylaws

ii. TJPDC Commission Chair

- Will appoint members of the Finance/Executive Committee
- Will serve as a member of the Finance/Executive Committee
- Will be a signatory on all TJPDC bank accounts
- In the Treasurer's absence, will review reports of proposed expenditures and authorize payment(s) of those expenditures
- Will review supporting documentation for those expenditures as requested by the Chair or TJPDC staff

~~ii. TJPDC Chair~~

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- ~~Will be a signatory on all TJPDC accounts, and sign expenditure checks in the Treasurer's absence~~
- ~~Will review all vouchers and invoices for those checks which require his or her signature~~
- ~~Will appoint members of the Executive Committee and Finance Committee~~

iii. TJPDC Finance/Executive Committee

- ~~Will review financial materials prior to presentation to the Commission~~
- Will assist TJPDC staff by offering recommendations for accounting, financial, and budget preparation and reporting
- Will identify issues that require Commission deliberation and decision
- Will periodically review financial goals and targets
- Will recommend actions to the Commission
- Will participate in the annual budget process in partnership with ~~the~~ TJPDC staff~~Executive Committee and Executive Director~~
- Will recommend budgetary actions to the Commission
- Will participate in an annual pre-audit meeting with TJPDC staff and the auditor
- ~~Members of t~~Will review the annual audit and recommend approval to the Commission~~he Finance Committee will also serve as members of the Audit Committee, with one or more additional Commissioners as appointed by the Commission Chair~~

iv. TJPDC Treasurer

- Will be a signatory on all TJPDC bank accounts~~, and~~
- ~~sign~~ Will review reports of proposed expenditures and authorize payment(s) of those expenditures. In the Treasurer's absence, the Chair will be responsible for this function. ~~checks~~
- Will review supporting documentation for those expenditures as requested by the Treasurer or TJPDC staff~~Will review all vouchers and invoices for those checks which require his or her signature~~
- Will serve as a member of the Finance/Executive Committee~~, Finance Committee and Audit Committee~~

v. TJPDC Executive Director

- Will be a signatory on all TJPDC bank accounts
- Will review approval of invoices by project/program managers, or approve vouchers and invoices for expenditures
- ~~,~~Will review reports of proposed expenditures and authorize payment(s) of those expenditures ~~and sign expenditure checks~~
- ~~Will review approval of invoices by project/program managers, or approve vouchers and invoices for those checks which require his or her signature~~
- Will draft the annual budget for review by the Finance/Executive ~~and Finance~~ Committee~~s~~, and ~~present~~present it to the Commission for adoption
- Will acknowledge reconciliation ~~independent bank~~ review ~~reconciliation~~ by ~~Senior Program Manager~~Chief Operating Officer or design~~eeated staff~~
- Will review financial reports prepared by the Finance Director or other staff prior to presentation to the Finance Committee

vi. TJPDC Finance Director

- Will be a signatory on all TJPDC bank accounts in order to perform required financial activities
- Will prepare expenditure reports for review and approval
- Will process ~~checks~~ payments based on approved expenditure reports~~invoices received and reviewed by the program/project manager, or on contracts in place~~
- Will reconcile monthly bank statements using ~~QuickBooks~~ accounting software
- Will prepare financial reports
- Will participate in preparation of annual budget

vii. TJPDC Deputy Director

- Will be a signatory on all TJPDC bank accounts
- Will approve all expenditures and payments payable to the Executive Director
- In the Executive Director's absence, will review approval of invoices by project/program managers, or approve vouchers and invoices for expenditures
- In the Executive Director's absence, will review reports of proposed expenditures and authorize payment(s) of those expenditures

~~vii.~~viii. TJPDC ~~Senior Program Manager~~Chief Operating Officer or ~~other designated staff~~designee

- Will conduct a~~n~~ reconciliation ~~independent manual reconciliation~~review of monthly bank statements and the Finance Director's bank reconciliation. Bank statements will be directly accessed from the bank by the Chief Operating Officer or designee.
- Will be a signatory on all TJPDC bank accounts in order to verify bank records and transactions~~, and sign expenditure checks in the absence of the Executive Director, or for checks payable to the Executive Director~~
- In the Administrative Assistant's absence, will receive and open all incoming mail, including any checks, unless of a confidential nature.
- In the Administrative Assistant's absence, will make copies of all checks and deposit slips, document all checks received, and make bank deposits
- In the Administrative Assistant's absence, will prepare signed checks for mailing, with a copy of the invoice as appropriate, scan and file retained check stubs and invoices for TJPDC records
- ~~Will review all vouchers and invoices for those checks which require his or her signature~~

~~viii.~~ix. TJPDC Administrative Assistant

- Will receive and open all incoming mail, including any checks, unless of a confidential nature.~~the bank statements~~
- Will make copies of all checks and deposit slips, document all checks received, and make bank deposits
- Will prepare signed checks for mailing, with a copy of the invoice as appropriate, scan and file retain~~ed~~ check stubs and invoices for TJPDC records~~, and provide all materials to the Finance Director for a final check prior to mailing and for filing~~

b. Financial and Organizational Reports

i. Each month the TJPDC Finance Director and assigned staff shall prepare:

- A balance sheet showing cash accounts, accounts receivable, accounts payable, pre-paid expenses, deferred revenue and the cost and depreciation of any owned property, equipment and fixtures, and equity accounts

Commented [RE3]: As written, there is no one else authorized to make payments. If LG was out for an extended period, we need someone make payments.

- A consolidated income statement showing ~~income~~the income received, expenses incurred and the balance for the month and year to date, with a comparison to the budget
- A chart showing accrued revenues by program
- A financial dashboard report, displaying key indicators in a visual way to convey the financial condition of the TJPDC

ii. Financial Reports to the Commission: Financial reports will be provided at each meeting of the Commission for review and acceptance

iii. The Executive Director will provide a report to the Commission at each meeting, highlighting and analyzing ~~T~~the TJPDC's activities

c. Controls for Incoming Funds

i. Checks Received: The majority of the money received by the TJPDC is in the form of electronic deposits or checks ~~received through the~~received by mail. The following procedures will be used for checks received via mail~~received~~:

- The Administrative Assistant receives and opens the mail.
- All checks are endorsed and stamped "For deposit only," and recorded on a deposit slip~~, with a separate deposit slip for each check~~. Copies of the deposit slip and check are made before the deposit is taken to the bank.
- All documentation received with the check is kept with a copy of the check and deposit slip, and the original deposit receipt from the bank. The Administrative Assistant passes all of this information to the TJPDC Finance Director.
- The Administrative Assistant records all deposits on an Excel spreadsheet, indicating date received, date deposited, check number, payer name, and amount of deposit, and any additional notes specific to the payment (i.e., invoice number).

~~ii.~~ Funds in a single banking institution should not contain more than $250,000, the current FDIC limit. ~~All cash accounts owned by the TJPDC will be held in financial institutions which are federally insured and have received a favorable CRA (Community Reinvestment Act) rating.~~

ii.

iii. Electronic Deposits: Payments for ~~grant-funded~~ programs may be made in the form of electronic deposits directly into TJPDC's ~~primary Money Market~~designated bank account(s). The following procedures will be used for electronic deposits:

- Electronic notification by the funder will be sent to ~~both~~ the Finance Director ~~and the Senior Program Manager~~ or designee
- The Finance Director will ~~create a table showin~~ recordg deposits received and programs credited~~, and~~
- ~~create journal entries to clear the related account receivable~~
- ~~The Finance Director will provide the table of deposits received with bank statement reconciliation materials~~

iv. Cash Received: TJPDC may receive~~s~~ some incidental payments by cash. The following procedures will be used for cash:

- The Administrative Assistan~~tee~~ receives all cash payments and provides a hand-written receipt slip to the payee, retaining the carbon copy.
- For cash payments under $10, the cash may be added to petty cash, accompanied by a receipt to be used in the reconciliation.

Commented [RE4]: Need to talk to David Foley about the requirements for public funds being insured.

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- The Administrative Assistan~~ce~~t deposits cash payments over $10 into the bank, making a copy of the cash and deposit slip, and attaching the bank deposit receipt to the copy after making the deposit.
- The Administrative Assistant records all cash bank deposits on an Excel spreadsheet, indicating date received, date deposited, "CASH" written in the check number column, payer name, and amount of deposit.
- ~~For cash payments under $10, the cash may be added to petty cash, accompanied by a receipt to be used in the reconciliation.~~

d. Controls for Payments

i. The Administrative Assistant will open incoming invoices received by mail/email and forward these to the Program/Project Manager or the Executive Director ~~or~~ for review and processing. ~~Invoices for recurring expenses, such as phone bills and newspaper subscriptions, and credit card statements will be forwarded directly to the Finance Director.~~

ii. Each employee ~~has~~ is issued a dedicated credit card with a ~~$2,500~~spending ~~limit~~limit ~~kept in a locked cabinet in the Finance Director's office~~. Staff may use their credit card for purchases as ~~needed~~authorized. Employees ~~can access account information on-line.~~will be provided access to the credit card statement. ~~Staff can add comments to their transactions on-line to note the appropriate account, or print out the statement and provide the original invoice at the point of sale with account coding noted.~~ Each staff member with credit card charges for the month provides materials on credit card activity to their Program Director for approval before being sent to the ~~Finance Director~~Administrative Assistant ~~by the 5th of the month~~. The agency credit card payment is included in the expenditures report. TJPDC makes one payment for the agency credit card account monthly~~, drawn directly from the Money Market account by the bank~~.

iii. The Finance Director will review invoices received, approved by the Program/Project Manager or Executive Director, and prepare appropriate ~~checks for payment~~expenditure report~~, using QuickBooks software~~. The Finance Director will arrange for ~~signatures~~ approval by the Executive Director and Treasurer, or other ~~signatories~~ approvers as appropriate.

iv. The ~~check signers~~payment approvers review the ~~checks~~ expenditure report and associated documentation, if requested~~invoices~~. Any questions are directed to the Finance Director. After any issues are resolved, the ~~signatory signs the checks~~expenditure report is approved and ~~returns~~ returned~~these~~ to the Finance Director.

~~iv.~~ In the instance where a physical check is required, the check(s) will be signed by any two of the following:

1. Chair
2. ~~,~~Treasurer, or
3. Executive Director (or designee).

~~v.~~ The Finance Director provides all ~~signed~~ checks and back-up materials to the Administrative Assistan~~t~~t to prepare for signature and

~~vi. The Administrative Assistant prepares checks and appropriate paperwork for~~ mailing ~~and filing~~.

~~vii.~~v. ~~The Finance Director reviews materials prior to mailing, and retains~~A copy of the check stub~~, and copies of the~~ invoice, and other back-up materials are retained for TJPDC ~~files~~records.

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viii. ~~viii.~~vi. The Finance Director will maintain supporting documentation in the appropriate vendor files. These files will be utilized to respond to any discrepancies which arise with vendors or other payees.

e. Petty Cash:

i. The Administrative Assistant maintains cash on hand for use in incidental purchases. The following procedures will be used for petty cash:

- The Administrative Assistant keeps petty cash in a ~~locked~~ locking ~~bank~~ deposit bag, stored in a locked cabinet. The maximum amount of petty cash maintained is $200.
- Staff may use petty cash for incidental purchases as needed. Receipts for purchases, with appropriate account codes noted, are retained in the locked ~~back~~ bag until petty cash is~~n~~ reconciled.
- Any cash received under $10 is noted with a hand-written receipt identifying the source of the funds, and kept in the locked bag until petty cash is reconciled.
- No less than ~~quarterly~~once each fiscal year, the Administrative Assistant reconciles petty cash based on the receipts and remaining cash~~,~~ and provides the~~-~~ reconciliation to the Finance Director.
- The Finance Director prepares a check payable to TJPDC for an amount to bring the petty cash balance up to $200.
- The ~~Senior Program Manager~~Chief Operating Officer or designee cashes the check at the bank and provides the cash and check stub to the Administrative Assistant. Funds are added to petty cash.

f. Bank Reconciliations:

i. The TJPDC Finance Director will download monthly bank statements and reconcile ~~the monthly bank statements~~using accounting software within 15 days of the end of the prior month ~~within 10 days of receipt using the accounting software~~. ~~Bank statements for accounts without checks drawn are not mailed; the Finance Director will access these bank statements on-line.~~ The TJPDC Finance Director shall provide the bank statements,~~(s), check registers, general ledger, payroll records and any voided checks (clearly marked as voided to avoid re-use of the check)~~ reconciled accounting reports, approved expenditure report, and check register and missing check detail to the ~~Senior Program Manager~~Chief Operating Officer or designee to do a~~n~~ reconciliation ~~independent reconciliation~~ review~~of the bank statement~~.

ii. The ~~Senior Program Manager~~Chief Operating Officer or designee will review the materials provided by the TJPDC Finance Director.

- Reviewer will verify that all checks are consecutive. Any missing check numbers will be ~~reported to the Treasurer for explanation~~documented and investigated with the Finance Director. The r~~R~~eviewer will forward any ~~information on missing checks or questionable payees~~concerns to the TJPDC Executive Director.
- The reviewer will examine cleared checks for authorized signatures.
- Any checks that are outstanding for more than three months will be ~~reported to the TJPDC Finance Director~~documented for investigation and explanation.
- Reviewer will examine ~~"other debits"~~debits on each ba~~ck~~nk statement. ~~Any amounts will be included in the written report.~~ The reviewer will forward any concerns to the TJPDC Executive Director.
- Reviewer will ~~create a brief narrative report documenting the review of all items noted above, including any questions or pertinent information, and Excel tables showing the statement balance, outstanding checks, reconciled balance, and compare~~

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~~the balance to the General Ledger~~document the reconciliation review. The ~~r~~Reviewer will ~~will sign off on the narrative and on the first page of each bank statement and forward the package to the~~ notify the Executive Director that the review has occurred.

- The reconciliation review should be completed by the 25th of the month following the end of the bank statement.

- ~~for a brief review and sign-off.~~
- ~~The reconciliation review should be completed by the 25th of the month following the end of the bank statement.~~

iii. The TJPDC Executive Director will acknowledge the ~~independent~~ reconciliation review ~~bank reconciliation~~ by initialing the report ~~and bank statements and returning these to the Senior Program Manager or designee~~.

iv. ~~The Senior Program Manager or designee will return the bank statements, narrative report, Excel table of outstanding checks, any voided checks, and software-generated reconciliation materials to the TJPDC Finance Director. The Senior Program Manager will retain the general ledgers, payroll printouts, and any other documents needed for use in the subsequent month's reconciliation.~~ All ~~retained~~ relevant materials will be retained ~~kept in a binder for review~~for ~~during~~ the audit process.

VI. ACCOUNTING SYSTEM:

a. Software: TJPDC utilizes QuickBooks to track revenue and expenditures on an accrual basis and to produce monthly financial reports.

b. Fund Accounting: TJPDC uses a chart of accounts to classify transactions to clearly identify fund sources and uses. Governmental financial statements are produced at the end of the fiscal year.

c. Fiscal Year: TJPDC's fiscal year runs from July 1 to June 30.

VII. OTHER CONTROLS:

a. Controlled Access to Records: Current fiscal year ~~F~~financial records are kept in ~~a locked cabinet in~~ the locked office of the Finance Director~~'s office~~. A separate drive on the server is dedicated to financial files, with access limited to the Finance Director, Executive Director and ~~Senior Program Manager~~Chief Operating Officer.

b. Control of Physical Assets: Physical assets include furniture, equipment, and a vehicle. The following controls are in place:

   i. The ~~Finance Director~~Chief Operating Officer, with assistance from staff, maintains a spreadsheet of all equipment, with serial number, date purchased, and assigned user.

   ii. All physical assets are covered by an appropriate insurance policy.

   iii. Keys to the office are provided to staff members, lessees, and the janitorial staff. Keys are returned to the TJPDC upon termination of employment, lease, or contract.

   iv. TJPDC's Employee Handbook includes appropriate use and maintenance of TJPDC-owned property among Standards of Conduct for staff. ~~Inappropriate use of equipment constitutes unsatisfactory work performance. Per the handbook, the following kinds of disciplinary action may be taken, depending upon the circumstances: oral admonishment, written reprimand, suspension, demotion or dismissal.~~

Thomas Jefferson Planning District Commission
Financial Management Policy

Updated May 2025 [DRAFT]

I. PURPOSE: The purpose of this section on Financial Management is to establish the process of using funds effectively, efficiently, and transparently and for appropriate purposes only. This process is a combination of procedures, methods, rules of conduct, and standards.

II. GOVERNING STANDARDS:

a. Generally Accepted Accounting Principles (GAAP): TJPDC applies this common set of accounting principles, standards and procedures to compile the agency's financial statements.

b. Federal Uniform Requirements: TJPDC applies cost principles 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.

c. Government Auditing Standards: An independent firm conducts an annual audit, to express opinions on the TJPDC financial statements and to consider TJPDC's internal control over financial reporting and compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters.

d. Indirect Cost Rate Analysis: The TJPDC's cognizant agent will independently review and approve the TJPDC's Indirect Cost Rate Allocation Plan annually.

e. Purchases and Procurement: All purchases and related procurement must follow TJPDC's adopted Procurement Policy.

III. COST PRINCIPLES

a. Cost Allowability: TJPDC will limit costs applied to projects to those that are necessary and reasonable to carry out the work under the award or contact. These costs are authorized, or not prohibited, under state or local laws and rules, and conform to the Federal Uniform Guidelines. Costs are treated consistently, in accordance with GAAP and federal, state, and local regulations. Costs for federally funded activities will not be used to meet the cost sharing or matching requirements of any other Federal Award, unless specifically allowed by the grantor.

b. Cost Reasonableness: Costs incurred will be of types generally recognized as ordinary and necessary for agency operations. TJPDC will follow sound business practices and comply with applicable laws and regulations. The TJPDC employee handbook defines standards of conduct for employees and TJPDC's Conflict of Interest policy.

c. Cost Allocability: TJPDC will limit costs applied to projects to those goods and services that are incurred specifically for the project, benefit the project, and are necessary and assignable to the project. Costs may be allocated as direct or indirect costs, based on timesheets and the chart of accounts.

   i. Direct costs include:

      - Staff costs, including salaries and fringe benefits, are allocated to projects per the hours shown on timesheets. The hourly rate used to allocate staff costs is based on work hours per year. Total salary and fringe benefits are divided by the expected work hours for the year, taking out annual leave, holidays, and a portion of sick leave.

- Travel includes the use of the agency vehicle, or personal vehicle, and costs for commercial travel. A log is maintained to track date, mileage, driver, and program for each trip. Staff using their personal vehicle for travel report destination, mileage, and program on expense reports, on a form created for that purpose. Other out-of-pocket expenses such as parking, registration fees, and incidental expenses, are also reported on an expense form, backed up by receipt, and tracked by program.
- Supplies in support of an identified program, as indicated by the program manager on the receipt.
- Copies are tracked automatically on the copy machine, with codes assigned to active programs. The rates charged to programs for black and white and color copies are reviewed periodically and established through an analysis of actual costs including equipment maintenance.
- Consultant services: Some projects include work provided through contractual service contracts. These costs will be assigned to programs, if allowed by the funder and included in the project budget. Payment will be made to the consultant based on a submitted invoice, itemizing the cost components and accompanied by a progress report.
- Advertising: Public notices for meetings, comment periods, or related to procurement for a specific project may be charged directly to a program or project, if allowed by the funder and included in the project budget.
- Professional Development and Conferences: Staff may attend training or conferences related to a specific project, if allowed by the funder and included in the program/project budget. Costs may include travel by airplane, train, or other available means, hotel stays, conference registration, and incidental costs backed up by receipt and tracked by to the program or project.
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- Administrative staff time: financial management and overall management of the agency, charged to administration on timesheets. This includes portions of the Executive Director, Deputy Director, Chief Operating Officer, Finance Director, Administrative Assistant, and other designated staff's time, as determined in the annual budget.
- Staff time for general activities: This includes staff meetings and retreats, research, pipeline grant applications, and other activities not directly supporting specific projects.

Commented [RE1]: See next comment.

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- Capital expenses are reflected on the balance sheet but are not reflected in direct or indirect costs on profit and loss statements. Capital expenses are not included in the indirect cost pool.
- Staff time related to preparing proposals is tracked through a project number for that purpose. These costs are not charged to any program and are not included in the indirect cost pool. Local funds are used for this purpose.

Commented [RE2]: Consider striking this. Need to check if this can be an indirect expense.

IV. BUDGET

a. Agency Budget: The following procedures are used by the Commission to establish the agency budget:

i. Prior to December 31, the Executive Director submits a proposed budget for the upcoming fiscal year commencing on the following July 1. The budget includes proposed expenditures and the means of financing them. This budget proposes the member allocations, to be used in budget submissions to the member localities, on the basis of an equal per-capita rate as established by the Commission and population figures adjusted each year as defined in Section 15.1-1402(f) of the 1950 Code of Virginia as amended. Each member governmental subdivision shall be represented by at least one Commission member at any meeting at which action is taken requesting per-capita donations from the participating governing bodies, and such actions shall be approved by the affirmative vote of at least two-thirds of the members present. The Executive Director, or designated staff, submits budget requests to the local governing bodies.

ii. The budget amounts depend on staff securing grants and contracts throughout the year. Appropriate budget revisions are proposed and approved by the Commission during the year. The Commission adopts a working budget for the fiscal year beginning July 1 at their May meeting, per the Bylaws. The Commission adopts the final operating budget for use in financial reporting at the March meeting.

iii. The approved budget is utilized as a management control device.

iv. All budgets are adopted on a basis consistent with generally accepted accounting principles (GAAP).

b. Project Budget: TJPDC typically prepares the project or program budget as part of the application process for funding. TJPDC reflects all anticipated project revenues and expenses in the project budget. Revenues include the requested funding and any state, local, or private funds applied as match. Expenses include personnel costs, contracts, materials and supplies, travel, indirect costs, and other costs authorized by the regulations governing the particular award. After the award, there may be a process of budget adjustment undertaken between TJPDC and the funder.

V. INTERNAL CONTROLS: TJPDC has instituted internal controls to protect its financial assets, to ensure that resources are used for authorized purposes, and are protected against waste, mismanagement, and loss. TJPDC's financial policies, procedures and practices also provide mechanisms to record information on the source, amount, and use of funds in a reliable and timely fashion, readily available through reports and records.

a. Segregation of Duties: TJPDC has developed an agency organizational structure that provides an effective work environment and provides the framework for planning, directing, and controlling operations to achieve its objectives. TJPDC delegates authority and responsibility throughout the organization. For the purposes of this section, "expenditure" means payment by any means other than petty cash or individual charges to the agency credit cards. The following groups and individuals have specific duties for internal controls related to financial management:

i. TJPD Commission, as a body

- Will review and accept all financial reports
- Will periodically review and approve financial goals and targets, as recommended by the Finance/Executive Committee
- Will review and approve the annual budget, including revisions or amendments during the fiscal year, in accordance with the Commission's Bylaws

ii. TJPDC Commission Chair

- Will appoint members of the Finance/Executive Committee
- Will serve as a member of the Finance/Executive Committee
- Will be a signatory on all TJPDC bank accounts
- In the Treasurer's absence, will review reports of proposed expenditures and authorize payment(s) of those expenditures
- Will review supporting documentation for those expenditures as requested by the Chair or TJPDC staff

iii. TJPDC Finance/Executive Committee

- Will assist TJPDC staff by offering recommendations for accounting, financial, and budget preparation and reporting
- Will identify issues that require Commission deliberation and decision
- Will periodically review financial goals and targets

- Will recommend actions to the Commission
- Will participate in the annual budget process in partnership with TJPDC staff
- Will recommend budgetary actions to the Commission
- Will participate in an annual pre-audit meeting with TJPDC staff and the auditor
- Will review the annual audit and recommend approval to the Commission

iv. TJPDC Treasurer

- Will be a signatory on all TJPDC bank accounts
- Will review reports of proposed expenditures and authorize payment(s) of those expenditures. In the Treasurer's absence, the Chair will be responsible for this function.
- Will review supporting documentation for those expenditures as requested by the Treasurer or TJPDC staff
- Will serve as a member of the Finance/Executive Committee

v. TJPDC Executive Director

- Will be a signatory on all TJPDC bank accounts
- Will review approval of invoices by project/program managers, or approve vouchers and invoices for expenditures
- Will review reports of proposed expenditures and authorize payment(s) of those expenditures
- Will draft the annual budget for review by the Finance/Executive Committee, and present it to the Commission for adoption
- Will acknowledge reconciliation review by Chief Operating Officer or designee
- Will review financial reports prepared by the Finance Director or other staff prior to presentation to the Finance Committee

vi. TJPDC Finance Director

- Will be a signatory on all TJPDC bank accounts in order to perform required financial activities
- Will prepare expenditure reports for review and approval
- Will process payments based on approved expenditure reports
- Will reconcile monthly bank statements using accounting software
- Will prepare financial reports
- Will participate in preparation of annual budget

Commented [RE3]: As written, there is no one else authorized to make payments. If LG was out for an extended period, we need someone make payments.

vii. TJPDC Deputy Director

- Will be a signatory on all TJPDC bank accounts
- Will approve all expenditures and payments payable to the Executive Director
- In the Executive Director's absence, will review approval of invoices by project/program managers, or approve vouchers and invoices for expenditures
- In the Executive Director's absence, will review reports of proposed expenditures and authorize payment(s) of those expenditures

viii. TJPDC Chief Operating Officer or designee

- Will conduct a reconciliation review of monthly bank statements and the Finance Director's bank reconciliation. Bank statements will be directly accessed from the bank by the Chief Operating Officer or designee.
- Will be a signatory on all TJPDC bank accounts in order to verify bank records and transactions

- In the Administrative Assistant's absence, will receive and open all incoming mail, including any checks, unless of a confidential nature.
- In the Administrative Assistant's absence, will make copies of all checks and deposit slips, document all checks received, and make bank deposits
- In the Administrative Assistant's absence, will prepare signed checks for mailing, with a copy of the invoice as appropriate, scan and file retained check stubs and invoices for TJPDC records

ix. TJPDC Administrative Assistant

- Will receive and open all incoming mail, including any checks, unless of a confidential nature.
- Will make copies of all checks and deposit slips, document all checks received, and make bank deposits
- Will prepare signed checks for mailing, with a copy of the invoice as appropriate, scan and file retained check stubs and invoices for TJPDC records

b. Financial and Organizational Reports

i. Each month the TJPDC Finance Director and assigned staff shall prepare:

- A balance sheet showing cash accounts, accounts receivable, accounts payable, pre-paid expenses, deferred revenue and the cost and depreciation of any owned property, equipment and fixtures, and equity accounts
- A consolidated income statement showing the income received, expenses incurred and the balance for the month and year to date, with a comparison to the budget
- A chart showing accrued revenues by program
- A financial dashboard report, displaying key indicators in a visual way to convey the financial condition of the TJPDC

ii. Financial Reports to the Commission: Financial reports will be provided at each meeting of the Commission for review and acceptance

iii. The Executive Director will provide a report to the Commission at each meeting, highlighting and analyzing the TJPDC's activities

c. Controls for Incoming Funds

i. Checks Received: The majority of the money received by the TJPDC is in the form of electronic deposits or checks received by mail. The following procedures will be used for checks received via mail:

- The Administrative Assistant receives and opens the mail.
- All checks are endorsed and stamped "For deposit only," and recorded on a deposit slip. Copies of the deposit slip and check are made before the deposit is taken to the bank.
- All documentation received with the check is kept with a copy of the check and deposit slip, and the original deposit receipt from the bank. The Administrative Assistant passes all of this information to the TJPDC Finance Director.
- The Administrative Assistant records all deposits on an Excel spreadsheet, indicating date received, date deposited, check number, payer name, and amount of deposit, and any additional notes specific to the payment (i.e., invoice number).

ii. Funds in a single banking institution should not contain more than $250,000, the current FDIC limit.

iii. Electronic Deposits: Payments for programs may be made in the form of electronic deposits directly into TJPDC's designated bank account(s). The following procedures will be used for electronic deposits:
   - Electronic notification by the funder will be sent to the Finance Director or designee
   - The Finance Director will record deposits received and programs credited

iv. Cash Received: TJPDC may receive some incidental payments by cash. The following procedures will be used for cash:
   - The Administrative Assistant receives all cash payments and provides a hand-written receipt slip to the payee, retaining the carbon copy.
   - For cash payments under $10, the cash may be added to petty cash, accompanied by a receipt to be used in the reconciliation.
   - The Administrative Assistant deposits cash payments over $10 into the bank, making a copy of the cash and deposit slip, and attaching the bank deposit receipt to the copy after making the deposit.
   - The Administrative Assistant records all cash bank deposits on an Excel spreadsheet, indicating date received, date deposited, "CASH" written in the check number column, payer name, and amount of deposit.

d. Controls for Payments

i. The Administrative Assistant will open incoming invoices received by mail/email and forward these to the Program/Project Manager or the Executive Director for review and processing.

ii. Each employee is issued a dedicated credit card with a spending limit. Staff may use their credit card for purchases as authorized. Employees will be provided access to the credit card statement. Each staff member with credit card charges for the month provides materials on credit card activity to their Program Director for approval before being sent to the Administrative Assistant. The agency credit card payment is included in the expenditures report. TJPDC makes one payment for the agency credit card account monthly.

iii. The Finance Director will review invoices received, approved by the Program/Project Manager or Executive Director, and prepare appropriate expenditure report. The Finance Director will arrange for approval by the Executive Director and Treasurer, or other approvers as appropriate.

iv. The payment approvers review the expenditure report and associated documentation, if requested. Any questions are directed to the Finance Director. After any issues are resolved, the expenditure report is approved and returned to the Finance Director.
   1. In the instance where a physical check is required, the check(s) will be signed by any two of the following: Chair
   2. Treasurer, or
   3. Executive Director (or designee).

v. The Finance Director provides all checks and backup materials to the Administrative Assistant to prepare for signature and mailing. A copy of the check stub, invoice, and other backup materials are retained for TJPDC records.

vi. The Finance Director will maintain supporting documentation in the appropriate vendor files. These files will be utilized to respond to any discrepancies which arise with vendors or other payees.

e. Petty Cash:

i. The Administrative Assistant maintains cash on hand for use in incidental purchases. The following procedures will be used for petty cash:
   - The Administrative Assistant keeps petty cash in a locking deposit bag, stored in a locked cabinet. The maximum amount of petty cash maintained is $200.
   - Staff may use petty cash for incidental purchases as needed. Receipts for purchases, with appropriate account codes noted, are retained in the locked bag until petty cash is reconciled.
   - Any cash received under $10 is noted with a hand-written receipt identifying the source of the funds, and kept in the locked bag until petty cash is reconciled.
   - No less than once each fiscal year, the Administrative Assistant reconciles petty cash based on the receipts and remaining cash and provides the reconciliation to the Finance Director.
   - The Finance Director prepares a check payable to TJPDC for an amount to bring the petty cash balance up to $200.
   - The Chief Operating Officer or designee cashes the check at the bank and provides the cash and check stub to the Administrative Assistant. Funds are added to petty cash.

f. Bank Reconciliations:

i. The TJPDC Finance Director will download monthly bank statements and reconcile using accounting software within 15 days of the end of the prior month. The TJPDC Finance Director shall provide the bank statements, reconciled accounting reports, approved expenditure report, and check register and missing check detail to the Chief Operating Officer or designee to do a reconciliation review.

ii. The Chief Operating Officer or designee will review the materials provided by the TJPDC Finance Director.
   - Reviewer will verify that all checks are consecutive. Any missing check numbers will be documented and investigated with the Finance Director. The reviewer will forward any concerns to the TJPDC Executive Director.
   - The reviewer will examine cleared checks for authorized signatures.
   - Any checks that are outstanding for more than three months will be documented for investigation and explanation.
   - Reviewer will examine debits on each bank statement. The reviewer will forward any concerns to the TJPDC Executive Director.
   - Reviewer will document the reconciliation review. The reviewer will notify the Executive Director that the review has occurred.
   - The reconciliation review should be completed by the 25th of the month following the end of the bank statement.

iii. The TJPDC Executive Director will acknowledge the reconciliation review by initialing the report.

iv. All relevant materials will be retained for the audit process.

VI. ACCOUNTING SYSTEM:

a. Software: TJPDC utilizes QuickBooks to track revenue and expenditures on an accrual basis and to produce monthly financial reports.

b. Fund Accounting: TJPDC uses a chart of accounts to classify transactions to clearly identify fund sources and uses. Governmental financial statements are produced at the end of the fiscal year.

c. Fiscal Year: TJPDC's fiscal year runs from July 1 to June 30.

VII. OTHER CONTROLS:

a. Controlled Access to Records: Current fiscal year financial records are kept in the locked office of the Finance Director. A separate drive on the server is dedicated to financial files, with access limited to the Finance Director, Executive Director and Chief Operating Officer.

b. Control of Physical Assets: Physical assets include furniture, equipment, and a vehicle. The following controls are in place:

   i. The Chief Operating Officer, with assistance from staff, maintains a spreadsheet of all equipment, with serial number, date purchased, and assigned user.

   ii. All physical assets are covered by an appropriate insurance policy.

   iii. Keys to the office are provided to staff members, lessees, and the janitorial staff. Keys are returned to the TJPDC upon termination of employment, lease, or contract.

   iv. TJPDC's Employee Handbook includes appropriate use and maintenance of TJPDC-owned property among Standards of Conduct for staff.

TJPDC FINANCIAL DASHBOARD

REVIEW AND DISCUSSION OF FINANCIAL TARGETS FOR FISCAL YEAR 2026

1

CURRENT TARGETS, GOALS, CONCERNS, AND ALARMS

- Net Quick Assets:
  - Target = Five (5) months of average monthly operating expenses
- Unrestricted Cash on Hand:
  - Target = Four (4) months of average monthly operating expenses
  - Alarm = < Two (2) months of average monthly operating expenses
- Revenue Less Expenses:
  - Goal = $4,166 monthly / $50,000 annually
  - Concern = Three (3) consecutive negative months

2

TJPDC'S RESERVES FOR A BUILDING OR CAPITAL FUND ARE TIED TO NET QUICK ASSETS

- Net Quick Assets (NQA) equal current assets minus current liabilities
- Restricted Capital Reserves equal NQA minus five (5) months of the average monthly operating expenses
- The average monthly operating expense is a rolling twelve-month average of operating expenses (TJPDC costs minus pass-through and project contractual expenses)

3

UNRESTRICTED CASH ON HAND

- Total Cash = All funds held in checking, money market and VIP accounts (it does not include pass-through deposits in transit)
- Unrestricted Cash = Total Cash minus Restricted Capital Reserves minus Deferred Revenues
- Issue = The TJPDC is consistently below the 4-month target in Unrestricted Cash while the Restricted Capital Reserve balance is substantial and continues to grow

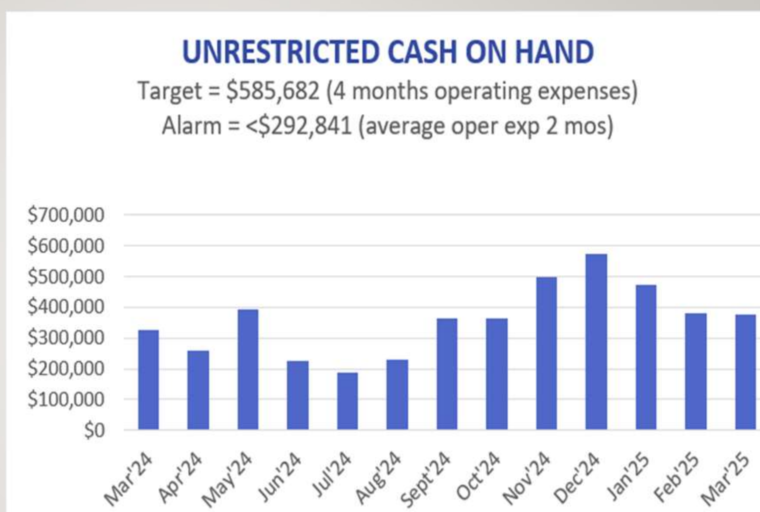
4

FISCAL YEAR 25 CAPITAL RESERVE AND UNRESTRICTED CASH – CURRENT POLICY

	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
CASH	$630,518	$675,177	$787,601	$852,970	$992,922	$1,032,271	$1,002,796	$877,611	$818,354
Current Assets	$7,223,425	$6,922,529	$9,395,236	$7,817,685	$7,097,833	$9,985,066	$8,542,703	$5,715,427	$7,764,911
Current Liabilities	$5,685,232	$5,342,902	$7,800,717	$6,192,807	$5,473,583	$8,362,581	$6,896,263	$4,094,197	$6,114,416
Net Quick Assets	$1,538,193	$1,579,627	$1,594,519	$1,624,878	$1,624,250	$1,622,485	$1,646,439	$1,621,230	$1,650,494
Months of Op Exp	11.45	11.81	11.80	11.84	11.85	11.76	11.76	11.33	11.27
Available for Capital Reserves	$866,546	$911,129	$919,020	$938,960	$938,960	$932,719	$946,358	$905,737	$918,392
Total Cash	$630,518	$675,177	$787,601	$852,970	$992,922	$1,032,271	$1,002,796	$877,611	$818,354
Notes Payable	$0	$0	$0	$0	$0	$0	$0	$0	$0
Deferred Revenue	$442,688	$444,032	$424,332	$488,720	$493,707	$457,125	$530,392	$497,932	$441,271
Unrestricted Cash	$187,830	$231,145	$363,268	$364,250	$499,215	$575,146	$472,405	$379,679	$377,083
Months of Op Exp	1.40	1.73	2.69	2.66	3.64	4.17	3.37	2.65	2.58

5

THE TJPDC IS CONSISTENTLY BELOW THE FOUR (4)-MONTH TARGET – CAPITAL RESERVE POLICY IS IMPEDING OUR ABILITY TO MEET THE GOAL



6

STAFF RECOMMENDATIONS FOR IMPLEMENTATION IN FISCAL YEAR 2026

1. Ensure sufficient Unrestricted Cash on Hand is available for any unforeseen circumstances that may arise during uncertain financial times by:
   - Securing Unrestricted Cash on Hand before calculating the amount for Restricted Capital Reserves
   - Increasing the target from four (4) months to six (6) months (industry standard is 3-6 months)
2. Revise the Restricted Capital Reserve calculation so it is no longer tied to the Net Quick Assets
   - When tied to NQA not able to meet Unrestricted Cash on Hand Targets
   - Proposed Restricted Capital Reserve calculation = Total Cash minus Deferred Revenue minus Unrestricted Cash on Hand

7

FISCAL YEAR 25 CAPITAL RESERVE AND UNRESTRICTED CASH – STAFF RECOMMENDED POLICY

Current Assets	$7,223,425	$6,922,529	$9,395,236	$7,817,685	$7,097,833	$9,985,066	$8,542,703	$5,715,427	$7,764,911
Less: Current Liabilities	$5,685,232	$5,342,902	$7,800,717	$6,192,807	$5,473,583	$8,362,581	$6,896,263	$4,094,197	$6,114,416
Net Quick Assets	$1,538,193	$1,579,627	$1,594,519	$1,624,878	$1,624,250	$1,622,485	$1,646,439	$1,621,230	$1,650,494
Months of Op Exp	11.45	11.81	11.80	11.84	11.85	11.76	11.76	11.33	11.27
Total Cash	$1,497,063	$1,586,306	$1,706,621	$1,791,930	$1,931,882	$1,964,990	$1,949,154	$1,783,348	$1,736,746
Less:Deferred Revenue	$442,688	$444,032	$424,332	$488,720	$493,707	$457,125	$530,392	$497,932	$441,271
Net Cash (after Deferred)	$1,054,375	$1,142,274	$1,282,289	$1,303,210	$1,438,176	$1,507,865	$1,418,762	$1,285,416	$1,295,475
Unrestricted Operating Reserve (6 mos)	$805,977	$802,198	$810,598	$823,102	$822,347	$827,719	$840,098	$858,591	$878,522
Months of Op Exp	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00
Restricted for Capital Reserves	$248,399	$340,076	$471,691	$480,108	$615,828	$680,146	$578,664	$426,825	$416,953
Months of Op Exp	1.85	2.54	3.49	3.50	4.49	4.93	4.13	2.98	2.85

8

RECOMMENDED ACTION

- A motion that the Finance / Executive Committee recommend to the full commission for adoption and implementation effective July 1, 2025:
  1. To increase the Unrestricted Cash On Hand Target from four (4) months to six (6) months average operating expenses
  2. To set-aside 6-months average operating expenses as Unrestricted Cash on Hand before calculating the Capital Reserve monthly
  3. To revise the Restricted Capital Reserve calculation so it is no longer tied to the Net Quick Assets
     - Restricted Capital Reserve calculation = Total Cash minus Deferred Revenue minus six (6) months Unrestricted Cash on Hand

9

Employee Handbook

Adopted by TJPDC on October 3, 2024

Replaces earlier versions:
Original issue: 12/1/1996
Update: 2/3/2000
Update: 9/4/2003
Update: 10/6/2016

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EMPLOYEE HANDBOOK
THOMAS JEFFERSON PLANNING DISTRICT COMMISSION
ADOPTED BY TJPDC ON OCTOBER 3, 2024
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APPENDICES

EMPLOYEE HANDBOOK[1]
THOMAS JEFFERSON PLANNING DISTRICT COMMISSION
ADOPTED BY TJPDC ON OCTOBER 3, 2024

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 having written contracts that include a term of service signed by the Executive Director and/or the Commission Chair of the TJPDC.

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,

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

administrative or 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, introductory, 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. Introductory/Probationary Employee

A full-time or part-time employee who has worked for the TJPDC for less than six months. Introductory/probationary employees are not eligible to utilize the grievance procedures.

6. Temporary/Seasonal Employee

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

7. 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.

8. 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 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.

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. This includes matters concerning actions of other employees or members of the public while interacting with the TJPDC. 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. If an employee's complaint concerns the Human Resources Director, report the matter directly to the Executive 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 with 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 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, makes it impossible for the employee to carry out the essential functions of the position, 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. Introductory/Probationary Period

All new full 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 given non-probationary status and entitled to the 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. 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 timekeeping 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:

HOLIDAY	CORRESPONDING DATE
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

2 One-half day.

* 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.

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. 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; care of 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 request 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.

4. 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. Employees who are members of the Virginia Defense Force or National Defense Executive Reserve may have additional leave. Guidance can be found in Va. Code § 44-204.

5. 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. 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.

7. 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 subject to 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) Therefore, while TJPDC is an employer for purposes of FMLA, because the TJPDC does not employ 50 employees at the worksite or within 75 miles, 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 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. Employee Responsibilities
   a) Report all injuries, regardless of severity, to the appropriate supervisor, immediately, but no later than 24 hours after injury.
   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

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. Communication Platforms

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. Employee 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 e-mail addresses and passwords to enable them to use the account; these addresses 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, except as noted in this section. 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.

c) "Username and password" shall mean the login credentials for any website, online account or TJPDC owned device used for job purposes.

d) Each employee must provide their supervisor with the username and password for any website, online account, or TJPDC owned device used for job purposes. This requirement applies to all websites, online accounts, and TJPDC owned devices, used for any job-related activities, including, but not limited to, accounts for communication, collaboration, file storage, project management, and any other job-related purposes.

e) TJPDC will maintain the confidentiality of the usernames and passwords provided by employees; will use the information only for legitimate purposes and will not share it with any unauthorized parties.

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 the 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.
4. 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.

5. 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.
6. Courteous and professional behavior toward the public and fellow employees.
7. 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 or exhaustive. 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 full and part-time employees of TJPDC. Introductory (probationary) and temporary/seasonal employees are not eligible. 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 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 grieveable action.

II. ELIGIBILITY

All full and part-time employees of TJPDC are eligible to participate in the Grievance Procedure. Introductory (probationary) and temporary/seasonal employees are not eligible.

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

I. 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.

II. 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).

III. 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.

IV. 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.

V. 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 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.

VI. 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".

VII. 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 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 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-hour meetings, project deadlines, or to meet other involuntary organizational needs. The time off for additional work must be taken within the same 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:

I. 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.)

II. 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.

III. 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.

IV. 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.

V. 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.

VI. 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.

VII. 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.

VIII. 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 / Program Director Signature	
Program Director Signature	
Executive Director Signature	

List any TJPDC equipment taken offsite for remote work:

Computer ID	
Monitor	
Keyboard/Mouse	
Other	

Work location	Monday	Tuesday	Wednesday	Thursday	Friday
TJPDC					
Remote Site					

Notes about days/times:

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.

Employee Handbook

Adopted by TJPDC on (add adoption date)

Replaces earlier versions:
Original issue: 12/1/1996
Update: 2/3/2000
Update: 9/4/2003
Update: 10/6/2016
Update: 10/03/2024

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 (ADD ADOPTION DATE)
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G. Remote Work Agreement Form

EMPLOYEE HANDBOOK[1]
THOMAS JEFFERSON PLANNING DISTRICT COMMISSION
ADOPTED BY TJPDC ON (ADD ADOPTION DATE)

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 having written contracts that include a term of service signed by the Executive Director and/or the Commission Chair of the TJPDC.

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,

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

administrative or 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 is subject to wage and hour laws, i.e. overtime pay provisions of the Fair Labor Standards Act. Full, part-time, introductory, and temporary employees may be classified as non-exempt and paid on a salaried or hourly basis.

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. Introductory/Probationary Employee

   A full-time or part-time employee who has worked for the TJPDC for less than six months. Introductory/probationary employees are not eligible to utilize the grievance procedures.

6. Temporary/Seasonal Employee

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

7. 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.

8. 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 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.

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. This includes matters concerning actions of other employees or members of the public while interacting with the TJPDC. 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. If an employee's complaint concerns the Human Resources Director, report the matter directly to the Executive 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 with 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 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, makes it impossible for the employee to carry out the essential functions of the position, 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. Introductory/Probationary Period

All new full 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 given non-probationary status and entitled to the 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. 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, wages 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 pay 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 wages are 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 timekeeping 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

The TJPDC participates in The Local Choice Health Benefits Program. The health plans offered include medical, dental and vision insurance. All full-time employees are eligible for participation in the health plans offered annually. 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.

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 utilizing pre-tax payroll deductions under the TJPDC cafeteria 125 plan. If a full-time employee elects to waive coverage and not participate in the group health insurance plans, they may request a health insurance stipend to apply toward the cost of a single insurance plan secured through private insurance or the cost of being added to a spouse's insurance plan. The amount of the stipend will be determined annually and in no circumstance would the value of the stipend – including the associated employee and employer payroll taxes – be

Commented [LG1]: Only two employees utilize the grandfathered policy and both have indicated they will elect to transition to the current plan policy effective 7/1/25.

greater than the rate the TJPDC contributes under the group insurance plans. Per IRS regulations, the stipend is considered taxable income and must be paid through payroll.

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.

K. Gym Membership Plan

The TJPDC participates in the ACAC Corporate Rate Program. All full-time employees are eligible for participation in the program. Employees who join the gym under this program will pay 100% of the dues (employee/couple/family, as appropriate) through after-tax payroll deductions. When an employee utilizes the ACAC facilities eight (8) or more times in a month, the following month the TJPDC will contribute 50% of the cost of the employee-only dues. This contribution is a taxable benefit and is run through payroll.

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:

HOLIDAY	CORRESPONDING DATE
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.

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

2 One-half day.

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. 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; care of 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 request 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.

4. 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. Employees who are members of the Virginia Defense Force or National Defense Executive Reserve may have additional leave. Guidance can be found in Va. Code § 44-204.

5. 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. 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.

7. 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 subject to 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) Therefore, while TJPDC is an employer for purposes of FMLA, because the TJPDC does not employ 50 employees at the worksite or within 75 miles, 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 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. Employee Responsibilities
   a) Report all injuries, regardless of severity, to the appropriate supervisor, immediately, but no later than 24 hours after injury.
   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

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. Communication Platforms

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. Employee 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 e-mail addresses and passwords to enable them to use the account; these addresses 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, except as noted in this section. 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.

c) "Username and password" shall mean the login credentials for any website, online account or TJPDC owned device used for job purposes.

d) Each employee must provide their supervisor with the username and password for any website, online account, or TJPDC owned device used for job purposes. This requirement applies to all websites, online accounts, and TJPDC owned devices, used for any job-related activities, including, but not limited to, accounts for communication, collaboration, file storage, project management, and any other job-related purposes.

e) TJPDC will maintain the confidentiality of the usernames and passwords provided by employees; will use the information only for legitimate purposes and will not share it with any unauthorized parties.

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 the 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.
4. 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.
5. 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.
6. Courteous and professional behavior toward the public and fellow employees.
7. 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 or exhaustive. 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 full and part-time employees of TJPDC. Introductory (probationary) and temporary/seasonal employees are not eligible. 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 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 grieveable action.

II. ELIGIBILITY

All full and part-time employees of TJPDC are eligible to participate in the Grievance Procedure. Introductory (probationary) and temporary/seasonal employees are not eligible.

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

I. 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.

II. 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).

III. 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.

IV. 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.

V. 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 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.

VI. 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".

VII. 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 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 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-hour meetings, project deadlines, or to meet other involuntary organizational needs. The time off for additional work must be taken within the same 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:

I. 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.)

II. 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.

III. 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.

IV. 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.

V. 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.

VI. 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.

VII. 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.

VIII. 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 / Program Director Signature	
Program Director Signature	
Executive Director Signature	

List any TJPDC equipment taken offsite for remote work:

Computer ID	
Monitor	
Keyboard/Mouse	
Other	

Work location	Monday	Tuesday	Wednesday	Thursday	Friday
TJPDC					
Remote Site					

Notes about days/times:

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.

Employee Handbook

Adopted by TJPDC on ~~October 3, 2024~~ (add adoption date)

Replaces earlier versions:
Original issue: 12/1/1996
Update: 2/3/2000
Update: 9/4/2003
Update: 10/6/2016
Update: 10/03/2024

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 ~~OCTOBER 3, 2024~~ (ADD ADOPTION DATE)
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APPENDICES

EMPLOYEE HANDBOOK[1]
THOMAS JEFFERSON PLANNING DISTRICT COMMISSION
ADOPTED BY TJPDC ON ~~OCTOBER 3, 2024~~ (ADD ADOPTION DATE)

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 having written contracts that include a term of service signed by the Executive Director and/or the Commission Chair of the TJPDC.

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,

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

administrative or 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, introductory, and temporary employees may be classified as non-exempt and paid on a salaried or hourly basis.

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. Introductory/Probationary Employee

A full-time or part-time employee who has worked for the TJPDC for less than six months. Introductory/probationary employees are not eligible to utilize the grievance procedures.

6. Temporary/Seasonal Employee

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

7. 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.

8. 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 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.

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. This includes matters concerning actions of other employees or members of the public while interacting with the TJPDC. 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. If an employee's complaint concerns the Human Resources Director, report the matter directly to the Executive 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 with 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 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, makes it impossible for the employee to carry out the essential functions of the position, 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. Introductory/Probationary Period

All new full 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 given non-probationary status and entitled to the 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. 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, wages 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~~ pay 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~~ wages are ~~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 timekeeping 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

The TJPDC participates in The Local Choice Health Benefits Program. The health plans offered include medical, dental and vision insurance. All full-time employees are eligible for participation in the health plans ~~to which the TJPDC belongs~~ offered annually. 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, t~~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~~ utilizeing pre-tax payroll deductions ~~as eligible~~ under the TJPDC 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.~~

Commented [LG1]: Only two employees utilize the grandfathered policy and both have indicated they will elect to transition to the current plan policy effective 7/1/25.

If a full-time employee elects to waive coverage and not participate in the group health insurance plans, they may request a health insurance stipend to apply toward the cost of a single insurance plan secured through private insurance or the cost of being added to a spouse's insurance plan. The amount of the stipend will be determined annually and in no circumstance would the value of the stipend – including the associated employee and employer payroll taxes – be greater than the rate the TJPDC contributes under the group insurance plans. Per IRS regulations, the stipend is considered taxable income and must be paid through payroll.

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.

K. Gym Membership Plan

The TJPDC participates in the ACAC Corporate Rate Program. All full-time employees are eligible for participation in the program. Employees who join the gym under this program will pay 100% of the dues (employee/couple/family, as appropriate) through after-tax payroll deductions. When an employee utilizes the ACAC facilities eight (8) or more times in a month, the following month the TJPDC will contribute 50% of the cost of the employee-only dues. This contribution is a taxable benefit and is run through payroll.

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:

HOLIDAY	CORRESPONDING DATE
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.

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:

2 One-half day.

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. 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; care of 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 request 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.

4. 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. Employees who are members of the Virginia Defense Force or National Defense

Executive Reserve may have additional leave. Guidance can be found in Va. Code § 44-204.

5. 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. 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.

7. 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 subject to 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) Therefore, while TJPDC is an employer for purposes of FMLA, because the TJPDC does not employ 50 employees at the worksite or within 75 miles, 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 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.

~~a)~~

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2. Employee Responsibilities

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

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. Communication Platforms

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. Employee 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 e-mail addresses and passwords to enable them to use the account; these addresses 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, except as noted in this section. 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.
   - c) "Username and password" shall mean the login credentials for any website, online account or TJPDC owned device used for job purposes.
   - d) Each employee must provide their supervisor with the username and password for any website, online account, or TJPDC owned device used for job purposes. This requirement applies to all websites, online accounts, and TJPDC owned devices, used for any job-related activities, including,

but not limited to, accounts for communication, collaboration, file storage, project management, and any other job-related purposes.

e) TJPDC will maintain the confidentiality of the usernames and passwords provided by employees; will use the information only for legitimate purposes and will not share it with any unauthorized parties.

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 the 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.
4. 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.
5. 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.

6. Courteous and professional behavior toward the public and fellow employees.
7. 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 or exhaustive. 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 full and part-time employees of TJPDC. Introductory (probationary) and temporary/seasonal employees are not eligible. 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 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 grieveable action.

II. ELIGIBILITY

All full and part-time employees of TJPDC are eligible to participate in the Grievance Procedure. Introductory (probationary) and temporary/seasonal employees are not eligible.

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

I. 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.

II. 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).

III. 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.

IV. 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.

V. 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 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.

VI. 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".

VII. 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 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 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-hour meetings, project deadlines, or to meet other involuntary organizational needs. The time off for additional work must be taken within the same 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:

I. 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.)

II. 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.

III. 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.

IV. 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.

V. 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.

VI. 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.

VII. 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.

VIII. 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 / Program Director Signature	
Program Director Signature	
Executive Director Signature	

List any TJPDC equipment taken offsite for remote work:

Computer ID	
Monitor	
Keyboard/Mouse	
Other	

Work location	Monday	Tuesday	Wednesday	Thursday	Friday
TJPDC					
Remote Site					

Notes about days/times:

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.