

Employee Handbook

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EMPLOYEE HANDBOOK
THOMAS JEFFERSON PLANNING DISTRICT COMMISSION
FOR CONSIDERATION OF ADOPTION BY TJPDC ON JUNE 2, 2016

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ADOPTED BY TJPDC ON JUNE 2, 2016

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

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

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

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

This handbook is not, and shall not be construed as, an explicit or implied contract, shall not modify any existing at-will status of any TJPDC employee, and shall not create any due process requirement in excess of federal or state constitutional or statutory requirements. The term at-will means employees can terminate or be terminated at will.

II. DEFINITIONS

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

A. Exempt Employee

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

B. Non-exempt Employee

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

C. Full-time Employee

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

D. Part-time Employee

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

E. Introductory Employee

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

F. Temporary Employee

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

G. Executive Director

The Executive Director of the TJPDC.

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, color, religion, gender, sexual orientation, age, national origin, political affiliation, familial status, pregnancy, or disability. This policy applies to every aspect of employment practices including, but not limited to the following:

1. Recruiting, hiring and promoting in all job classifications without regard to race, color, religion, marital status, gender (including gender identity, transgender status and sexual orientation), age, national origin, political affiliation, pregnancy, socio-economic, geographic community, or disability, except where such a factor can be demonstrated as a bona fide occupational qualification.
2. All decisions for hiring or promotions shall be based solely upon each individual's qualifications for the position to be filled.
3. Other personnel actions such as compensation, benefits, transfers, layoffs, training, assignments, will be administered without regard to race, color, religion, gender (including gender identity, transgender status and sexual orientation), age, national origin, political affiliation, pregnancy, socio-economic, geographic community, or disability.

B. Harassment

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 race, color, religion, gender (including gender identity, transgender status and sexual orientation), age, national origin, political affiliation, pregnancy, socio-economic, geographic community, or disability, marital status,

military/veteran status, status in any other group protected by federal or local law or for any other reason.

Harassment includes, but is not limited to, remarks, jokes, written materials, symbols, paraphernalia, clothing or other verbal or physical conduct which may intimidate, ridicule, demean, or belittle a person because of their age, sex, color, race, creed, religion, national origin, ethnicity, pregnancy, disability, 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 Bring Any Form Of Harassment Or Discrimination To Our Attention

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

All claims of harassment or discrimination will be investigated thoroughly and promptly **WITHOUT CONSEQUENCE TO THE EMPLOYEE EXPERIENCING OR REPORTING THE CONDUCT** so long as they were reported in good faith. We will endeavor to keep complaints, investigations, and resolutions confidential to the extent possible; however, we cannot compromise our obligation to investigate complaints. The employee who brought the complaint will be provided information on the outcome of the investigation within the limits of confidentiality. 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.

D. Retaliation

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

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

E. Accommodating Individuals with Disabilities

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

IV. RECRUITMENT AND SELECTION

A. Open Positions

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

First consideration will be given to current employees who desire to fill an open position, if the current employee is qualified for the position and if the placement best serves the needs of the TJPDC. The Executive Director may carry out open competition to fill any vacancy. Employment decisions shall be handled in a manner consistent with the Virginia Conflicts of Interest Act.

B. Introductory Period

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

C. Hiring Authority

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

V. EMPLOYEE COMPENSATION

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

A. Pay and Classifications

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

B. Hours of Work

1. The normal work schedule for which salary is paid consists of 40 hours, broken down into eight hours a day, Monday through Friday. This does not preclude the establishment of specified schedules other than 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 40 hours of work in a work week due to mandated work load, after hours meetings, project deadlines or to meet other involuntary needs. The time off for additional work must be taken within the same or next pay period that it is earned, and as approved by the employee's supervisor.
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.
5. Hours of work, schedules, and duty assignments of short duration of individual employees may be altered under authorization of the supervisor within the established workweek and schedule of the agency as conditions warrant. Schedules may also be adjusted to meet FMLA and ADA requirements.
6. Telecommuting or work from home may be approved on a case-by-case basis. Only upon prior approval by the Executive Director an employee may work from home or telecommute. All hours worked must be included as work time in the TJPDC's on-line time keeping system. A "note" is to be attached to the work from the home day's

activities with a list of projects worked on, tasks completed and telephone and/or email contacts during the work period.

C. Performance Increases

TJPDC promotes excellence in its workforce. Salary increases within budget constraints may be given to that end. Each employee's performance will be reviewed annually and based on 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

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 40 hours a week. Unless authorized to do so, employees should not work over 40 hours during a workweek.

Exempt employees who are required to work beyond normal hours or on weekends and holidays may be given compensatory time off at the discretion of the Executive Director.

E. Bonuses

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

F. Health Insurance

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

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

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

The Thomas Jefferson Planning District Commission employs fewer than 50 employees and is not required to provide continued health insurance coverage for a "qualifying event" subject to the federal Consolidated Omnibus Budget Reconciliation Act (COBRA). Therefore, COBRA coverage is not provided to employees upon a "qualifying event". However, employees may be eligible to continue their current coverage or obtain similar coverage under state law (see Va. Code Sec. 38.2-3541)

G. Retirement

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

VI. HOLIDAYS AND LEAVE

A. Holidays

New Year's Day (January 1)
Martin Luther King, Jr. Day (third Monday in January)
Presidents' Day (third Monday in February)
Thomas Jefferson's Birthday (April 13) or floating holiday*
Memorial Day (last Monday in May)
Independence Day (July 4)
Labor Day (first Monday in September)
Veterans Day (November 11)
Thanksgiving (fourth Thursday in November)
Day after Thanksgiving
Christmas Eve (December 24)
Christmas Day (December 25)
Floating Winter Holiday (any day between December 16 and January 15)
Floating Holiday (any day during the year)

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

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

If an eligible employee works on a recognized holiday, he or she may take the holiday 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.

B. Leave

1. Annual Leave

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

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

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

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

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

2. Sick Leave

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

- a) Illness or injury incapacitating the employee and preventing the employee from performing assigned duties and for doctor or dental appointments during working hours. Personal sick leave is charged on an hour-for-hour basis for all employees and is not considered an entitlement.
- b) Medically necessary care of family members who reside in the employee's household or parent or child whether in the household or elsewhere.
- c) FMLA leave, including

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

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

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

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

3. Military Leave

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

4. Military Leave without Pay

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

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

C. Workers' Compensation Leave

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

D. Leave Without Pay

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

1. Family & Medical Leave Act (Basic Leave Entitlement)
 - a) Eligible Employees: Eligible employees are entitled to participate in the benefits of the Family and Medical Leave Act (“FMLA”). FMLA leave is unpaid leave. The TJPDC requires an employee to use accrued paid leave on an hour for hour basis in conjunction with FMLA leave.
 - b) Number of hours worked to be covered. To be eligible under the FMLA, an employee must have worked for the TJPDC for twelve (12) months and must have worked at least 1,250 hours within the twelve (12) months preceding the start of the leave. Part-time and temporary employees who meet these requirements are eligible for FMLA leave.
2. Purposes for Which FMLA Leave May Be Taken
FMLA leave may be used:
 - a) to care for an employee’s child after birth, or for the placement with an employee of a child for adoption or foster care (provided that the leave is requested and used within twelve (12) months of the birth, placement, adoption, or foster care),
 - b) to care for an employee’s spouse, child, or parent (does not include in-laws) who has a serious health condition,
 - c) when the employee is unable to work because of their own serious health condition.
3. Military Family Leave Entitlements
Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.
4. Serious Health Condition Defined
 - a) Definition: A serious health condition is an illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility, or an incapacity lasting more than three consecutive days and involving continuing treatment by a health care provider. Continuing treatment involves two or more treatments (or

one treatment when the condition is such that continuing follow-up is or will be required) by a healthcare provider, pregnancy, prenatal care, or other chronic or long-term serious health conditions.

- b) **Qualifications for Serious Health Condition:** To qualify for leave due to the serious health condition of a family member, the family member must be incapable of self-care. To qualify for leave due to the serious health condition of the employee, the employee must be unable to work at all or unable to perform any of the essential functions of the employee's position.
- c) **Employers Requirements:** Employees are required to obtain a health care provider certification for all absences for which FMLA leave is being requested. A chronic or long-term health condition or pregnancy does not require a visit to the health care provider for each absence; however, a statement by the health care provider that the absence was due to the chronic condition or pregnancy may be requested by the TJPDC at its discretion.

5. FMLA Benefits

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

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

Should the TJPDC obtain information that the employee was not FMLA eligible or the event did not qualify under FMLA, the designation of FMLA leave previously given may be withdrawn.

- b) **Job Restoration:** Upon return from FMLA leave, an employee is entitled to be restored to the same position that was held before the start of the FMLA leave, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. If an employee is unable to return to work after the FMLA leave benefits have been exhausted, the

employee will not have a right to return to his or her position even if there are unused accrued leave balances.

Key employees are entitled to FMLA leave but are not entitled to job restoration if re-employment after the conclusion of the leave will cause a substantial and grievous economic injury to the TJPDC. A key employee is a salaried employee who is among the highest paid ten percent of the TJPDC's workforce. A key employee will be notified in writing of his or her status in response to the employee's notice of intent to take FMLA leave, unless circumstances do not permit such notice. If a key employee is already on FMLA leave when s/he receives notice that s/he is a key employee, the employee will be given a reasonable time to return to work before losing the right to job restoration.

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

6. Extended Leave Without Pay

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

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

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

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

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

7. 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 develop the employee's value to the organization in order to be eligible for educational assistance. The Executive Director has the sole discretion to determine whether a course contributes to the employee's value to TJPDC. Requests will be evaluated based on a number of factors, including anticipated workload requirements and staffing considerations during the proposed period of absence.

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

VIII. PERFORMANCE APPRAISALS

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

IX. HEALTH AND SAFETY

A. Workers' Compensation

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

Specifically, employees shall:

1. Report all injuries, regardless of severity, to the appropriate supervisor, immediately, but no later than 24 hours.
2. Report and, if possible, correct all unsafe conditions or acts;
3. Avoid horseplay and mischief;
4. Take all standard safety precautions to prevent injury;
5. Follow all safety rules.

X. ELECTRONIC COMMUNICATIONS

A. Internet

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

4. Employer Access: The TJPDC will have access to a log of all usage, including a list of employees who have used the Internet and the sites they visited. The TJPDC will monitor this usage from time to time, and employees found to be abusing usage or using the Internet inappropriately will be subject to disciplinary action.

B. Consent to Monitoring

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

XI. ALCOHOL AND DRUG FREE WORKPLACE

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

A. Employee Responsibilities

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

B. Disciplinary Action

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

C. Drug & Alcohol Testing

In order to achieve a drug-free work place, 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.
Appropriate attire precludes the wearing of wind, jogging, sweat or athletic suits, shorts, flip-flops, clothing that is too tight or too short, spandex, halter tops, cropped tops, tank tops, sweatshirts, beachwear of any kind and clothing that implies or contains partisan, commercial or derogatory slogans or pictures. This is by no means a complete listing of all inappropriate clothing. The employee's supervisor or Executive Director will determine if any attire or the manner in which any attire is worn is inappropriate for conducting the business of the TJPDC. If determined inappropriate, an employee may be asked to change to the appropriate attire and will be given a verbal warning. Repeated violations of the dress code may result in disciplinary action.
4. Courteous and professional behavior toward the public and fellow employees.
5. Appropriate use and maintenance of TJPDC-owned property.

B. Conflict of Interest

1. Employee Obligation: Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest.
2. Definition of Conflict of Interest: An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of TJPDC's business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

3. Disclosure: No “presumption of guilt” is created by the mere existence of a relationship with outside firms. However, if employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to an officer of TJPDC as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.
4. Gifts and Special Consideration: Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which the TJPDC does business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving the TJPDC.

C. Outside Employment

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

D. Ownership of Work Performed at TJPDC

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

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, demotion or dismissal. Other types of discipline may be used in addition to those listed.

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

1. Theft or inappropriate removal or possession of property;
2. Falsification of timekeeping records;
3. Working under the influence of alcohol or illegal drugs;
4. Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment;
5. Performing official duties in a rude and discourteous manner, fighting or threatening violence while on duty;
6. Negligence or improper conduct leading to damage of employer-owned or customer-owned property;
7. Sexual or other unlawful or unwelcome harassment;
8. Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
9. Excessive absenteeism or any absence without notice
10. Unauthorized use of telephones, mail system, internet, or other employer-owned equipment for non-TJPDC business activities
11. Violation of personnel policies
12. Unsatisfactory performance or conduct
13. Violating any lawful official regulation or order or willfully failing to obey a proper direction of the supervisor or Executive Director.

B. Notification

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

C. Grievance

The TJPDC grievance procedure is available for full-time employees of TJPDC. The grievance procedure is defined in Appendix A.

XV. TERMINATION OF EMPLOYMENT

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

A. Resignation

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

B. Lay-off

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

C. Termination for Inability to Perform

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

D. Dismissal

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

E. Retirement

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

XVI. MODIFICATION OF POLICIES

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

APPENDIX A GRIEVANCE PROCEDURE

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

I. GRIEVANCE DEFINED

- A. A grievance is a complaint or dispute by an employee related to his or her employment, including but not necessarily limited to:
1. Disciplinary actions, including dismissals, disciplinary demotions, and suspensions, provided that dismissals result from formal discipline or unsatisfactory job performance.
 2. The application of personnel policies, procedures, rules and regulations
 3. Discrimination on the basis of race, color, creed, religion, age, disability, national origin, sexual orientation or gender.
 4. Acts of retaliation as the result of the use of or participation in the Grievance Procedure or because the employee has complied with any law of the United States or the Commonwealth, has reported any violation of such law to a governmental authority, has sought any change in law before the Congress of the United States or Virginia General Assembly, or has reported an incidence of fraud, abuse, or gross mismanagement.
- B. Management Rights and Prerogatives
- TJPDC reserves to itself the exclusive right to manage the affairs and operations of the TJPDC. Accordingly, complaints involving the following management rights and prerogatives are not grievable:
1. Establishment and revision of wages or salaries, position classification or general benefits.
 2. Work activity accepted by the employee as a condition of employment or work activity which may reasonably be expected to be part of the job content.
 3. The contents of personnel policies, procedures, rules and regulations.
 4. Failure to promote except where the employee can show that established promotional policies or procedures were not followed or applied fairly.
 5. The methods, means and personnel by which work activities are to be carried on.
 6. Termination, layoff, demotion or suspension because of lack of work, reduction in work force, or job abolition, (except where such action affects an employee who has been reinstated within the previous six months as the result of the final determination of a grievance) provided that such action shall be upheld on a showing by the Commission that:
 - a) There was a valid business reason for the action and
 - b) The employee was notified on the reason in writing prior to the effective date of the action
 7. Promotion, transfer or reassignment of an employee, except where the transfer or reassignment was in retaliation for an otherwise grievable action.

II. ELIGIBILITY

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

III. PROCEDURE

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

- A. If an employee's complaint cannot be resolved by informal resolution, an employee may initiate a grievance upon the filing by an employee (the "Grievant") of an initial written complaint, including any documents to exhibits to be attached (the "Grievance") directed to the employee's immediate supervisor (the "Supervisor"). The time limit for filing a Grievance shall be no more than thirty (30) days following the action giving rise to the grievance. The Grievance must include a statement of the action or actions being grieved, as well as a statement by the employee of the desired resolution of the Grievance. The Supervisor must both (i) acknowledge receipt, in writing, of a Grievance, and (ii) set a date and time for an in-person discussion of the Grievance with the Grievant, within five (5) business days after the Grievance is submitted to the Supervisor. The in-person discussion must be scheduled for a date not more than five (5) business days after the Supervisor's acknowledgment. Within five (5) business days after the in-person discussion, the Supervisor must complete such investigation and review of the Grievance, as the Supervisor deems appropriate, and communicate in writing his or her decision to the Grievant.
- B. If a Grievant is dissatisfied with the decision of the Supervisor, the Grievant shall have five (5) business days from the date of receipt of the Supervisor's decision in which to submit the Grievance and a written request for review to the Fiscal Officer. The Fiscal Officer must both (i) acknowledge receipt, in writing, of a Grievance, and (ii) set a date and time for an in-person discussion of the Grievance with the Grievant, within five (5) business days after the Grievance is submitted to the Fiscal Officer. The in-person discussion must be scheduled for a date not more than five (5) business days after the Fiscal Officer's acknowledgment. Within five (5) business days after the in-person discussion, the Fiscal Officer must complete such investigation and review of the Grievance, as the Fiscal Officer deems appropriate, and communicate in writing his or her decision to the Grievant.
- C. If a Grievant is dissatisfied with the decision of the Fiscal Officer, the Grievant shall have five (5) business days from the date of receipt of the Fiscal Officer's decision in which to submit the Grievance and a written request for review to the Executive Director. The Executive Director must both (i) acknowledge receipt, in writing, of a Grievance, and (ii) set a date and time for an in-person discussion of the Grievance with the Grievant, within five (5) business days after the Grievance is submitted to the Executive Director. The in-person discussion must be scheduled for a date not more than five (5) business days after the Executive Director's acknowledgment. Within five (5) business days after the in-person discussion, the Executive Director must complete such investigation and review of the Grievance, as the Executive Director deems appropriate, and communicate in writing his or her decision to the Grievant. The decision of the Executive Director shall be final and not subject to further grievance; provided, however, that if the complaint which forms the basis for the Grievance relates to any action of the Executive Director, the decision of the Executive Director with respect to the Grievance shall be further reviewed and approved, modified or replaced by the decision of the Chairman of the Commission.

- 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.
- E. The Supervisor, Fiscal Officer and Executive Director shall be entitled to conduct such investigations of a Grievance as such person deems appropriate, including, without limitation, the conduct of interviews with appropriate witnesses and the examination of appropriate documentation.
- F. All documentation related to a Grievance shall be kept on file for the duration of employment plus seven years.

IV. NO CONTRACTUAL RIGHTS.

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

APPENDIX B

WORKER'S COMPENSATION ADMINISTRATIVE PROCEDURES

Workers' Compensation Policy

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

Reporting

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

The Supervisor or Finance Director shall immediately complete an accident report and submit this report to its workers compensation provider (usually VML Insurance). Delays in reporting can jeopardize the employees' rights under the workers' compensation law and subject TJPDC to penalties, which can be assessed by the Virginia Workers' Compensation Commission. All accident reports shall be submitted to the workers compensation provider within 24 hours of the notification of a work related injury or illness.

Panel of Physicians

TJPDC has an approved Panel of Physicians for treating workers' compensation injuries and illnesses. The supervisor shall, immediately upon notification of a work related 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 if the employee intends to receive medical attention. The supervisor shall provide the employee with a copy of the signed Panel. Treatment by a physician or medical facility outside of the panel will be at the employee's expense. However, in the event of an emergency the employee may seek treatment at the closest emergency facility. Once the emergency treatment is completed a panel physician must be chosen for follow up care.

Medical Treatment

An employee shall not utilize health insurance for situations believed to be work related, unless the claim is denied by the workers compensation carrier.

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.

If the absence is longer than seven days, the employee may receive compensation benefits from VML Insurance Programs in accordance with the provisions of the Virginia Workers' Compensation Act.

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

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

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

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

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

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

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

Return to Work – Light / Modified Duty:

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

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

**APPENDIX C
FORMS**

EMPLOYEE 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)

DRUG-FREE WORKPLACE POLICY ACKNOWLEDGEMENT

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

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