



**STAUNTON REDEVELOPMENT AND HOUSING AUTHORITY (SRHA)
PERSONNEL POLICIES**

JULY 2024

SRHA
PERSONNEL POLICY
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1.0 PURPOSE OF THIS POLICY

The objective of this Personnel Policy with addendums (“Policy”) is to provide a uniform system of personnel administration for the staff of the SRHA, based on merit principles, equitable compensation, open competition in hiring and advancement, and equal employment opportunities.

It is the policy of SRHA 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 SRHA and its employees. THIS MANUAL IS NOT, AND SHALL NOT BE CONSTRUED AS, AN EXPLICIT OR IMPLIED CONTRACT; SHALL NOT MODIFY ANY EXISTING AT-WILL STATUS OF ANY SRHA 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 AND EMPLOYEES HAVE NO EXPECTATION OF CONTINUED EMPLOYMENT. EXCEPTIONS ARE EMPLOYEES HAVING WRITTEN CONTRACTS SIGNED BY THE ED.

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

The provisions in this Manual replace and supersede all prior personnel policies, manuals, and provisions, including but not limited to Sections 100 through 900 and Section 1200 of the Administrative Operating Procedures Manual.

¹ The Board of Commissioners of the SRHA and the Executive Director reserve the right to modify, amend, or rescind these policies in whole or in part without prior notice. See Section XIII.

2.0 EMPLOYEE CLASSIFICATION

All employees, whether in probationary status or not, are employees at will.

2.1 Classifications and Definitions

- A. **Exempt Employee** – an employee who occupies a position which is exempt from (not eligible for) the overtime provisions of the Fair Labor Standards Act due to executive, administrative or professional exemptions. Full-time, part-time, and temporary employees may be exempt.
- B. **Non-Exempt Employee** – an employee who receives hourly wages; and is subject to wage and hour laws, i.e. overtime pay provisions of the Fair Labor Standards Act. Full, part-time, and temporary employees may be non-exempt.
- 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 40 hours a week.
- 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 that is less than 40 hours per week.
- E. **Probationary Employee** – a full-time or part-time employee who has worked for the SRHA for less than 6 months.
- F. **Temporary/Seasonal Employee** – an individual hired on a term basis, *e.g.*, day, week, period of months or on a project basis.
- G. **Executive Director (ED)** – the ED of the Staunton Redevelopment and Housing Authority

2.2 Workweek

For purposes of tracking overtime calculations, SRHA's workweek starts Monday 12:00:00 am and ends Sunday 11:59:59 pm.

3.0 EQUAL EMPLOYMENT OPPORTUNITY

3.1 Policy Statement

It is the policy of the SRHA 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, or any other protected class.

This policy applies to every aspect of employment practice including, but not limited to the following:

- A. Recruiting, hiring and promoting in all job classifications without regard to race, (including traits historically associated with race, including hair texture, hair type, and protective hairstyles), color, religion, gender, gender identity/expression age, national origin, veteran status, political affiliation pregnancy or disability, marital status, military status (including active duty, veteran, or dependent), age, or any other protected class , except where such a factor can be demonstrated as a lawful bona fide occupational qualification.
- B. All decisions for hiring or promotions are based upon each individual's qualifications for the position to be filled.
- C. All other personnel actions such as compensation, benefits, transfers, corrective action, layoffs, terminations, training, and assignments, will be administered without regard to on race, (including traits historically associated with race, including hair texture, hair type, and protective hairstyles), color, religion, gender, gender identity/expression age, national origin, veteran status, political affiliation pregnancy or disability, marital status, military status (including active duty, veteran, or dependent), age, or any other protected class.

3.2 Anti-Harassment/Non-Discrimination Policy

The SRHA 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, and other applicable non-discrimination laws and/or regulations, our anti-Harassment/non-Discrimination Policy prohibits harassment, discrimination or intimidation of others based on race, (including traits historically associated with race, including hair texture, hair type, and protective hairstyles), color, religion, gender, gender identity/expression age, national origin, veteran status, political affiliation pregnancy or disability,

marital status, military status (including active duty, veteran, or dependent), age, or any other class protected by federal or local law.

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 race, (including traits historically associated with race, including hair texture, hair type, and protective hairstyles), color, religion, gender, gender identity/expression age, national origin, veteran status, political affiliation pregnancy or disability, marital status, military status (including active duty, veteran, or dependent), age, or any other class 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 unwelcome conduct is explicitly or implicitly made a term or condition of a person's employment.
- Submission to, tolerance of, and/or rejection of 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.

YOU HAVE THE RESPONSIBILITY TO BRING ANY FORM OF HARASSMENT OR DISCRIMINATION TO OUR ATTENTION.

All employees are responsible for helping ensure 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 ED.

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

3.3 Retaliation

Retaliation is illegal and contrary to the policy of the SRHA. 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 or verbal report shall be immediately made to the ED. Those who are found to be acting in a retaliatory manner will be disciplined for such conduct.

3.4 Accommodating Individuals with Disabilities

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

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

4.0 RECRUITMENT AND SELECTION

4.1 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 specific position.

First consideration may 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 SRHA. The ED 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.

4.2 Probationary Period

All new full-time and part-time employees shall serve a 6 (six) month probationary period. During this period the employee must show that he or she is capable and willing to perform the job satisfactorily. At the end of the probationary 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-probationary status. **In establishing a probationary period, the SRHA 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.**

4.3 Hiring Authority

The SRHA's ED has complete authority for hiring, promoting, and discharging employees in accordance with these policies. The ED has the responsibility and authorization for administering the personnel system established by these policies.

5.0 EMPLOYEE COMPENSATION

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

The SRHA 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 SRHA will make a thorough effort not to repeat the error.

5.1 Hours of Work

- A. **The SRHA's ED** shall establish the hours of work for all SRHA employees. The standard scheduled workweek for which salary is paid consists of (40) hours, generally Monday through Friday. This does not preclude the establishment of specified schedules other than (40) hours in a given workweek for any employee if approved by **the SRHA's ED**.

An unpaid automatic 30 minutes lunch applies per day.

If work schedules allow, employees may have two 15-minute rest breaks per day, which are included within the total required hours of work. These breaks may be used in conjunction with a 30-minute meal break, as long as the sum does not exceed 60 minutes per workday. Such breaks may not accumulate from one shift or one day to another. Flexible work scheduling may be used for the purpose of extending a meal break with the employee's start time being advanced or end time being extended as approved by his supervisor. Certain employees as approved by the ED (or designee) have their meal break(s) included as a part of their regularly scheduled workday. (NOTE: if 15-minute breaks are used, that time counts as hours worked for FLSA.)

Flexible work scheduling may be approved within the standard workweek, Monday through Friday, so long as the standard hours in a workweek, normally 40, are not altered. Some examples are:

1. Arrive earlier in the morning and leave earlier in the afternoon.
2. Arrive later in the morning and leave later in the afternoon.
3. Work four (4) 10-hour days.

4. Work four 9-hour days and one 4-hour day.
5. Work some other similar permanent or seasonal scheduling option(s)
6. Add time to meal break and arrive earlier and leave later.

Other temporary or occasional flexible work schedules may include some combination of altered work start and stop times to allow employees to have medical appointments or take care of personal business during work hours without being charged leave. If flexible work scheduling or compressed workweeks are instituted on an ongoing basis, the supervisor may approve such only after consultation with the ED.

If an employee is unable to report for work or expects to be late, the employee must contact his supervisor as soon as possible but no later than the beginning of his or her scheduled work period, giving the reason for his absence or tardiness. Paid leave may or may not be approved. If an employee has difficulty reaching his/her supervisor, he/she should leave a message reporting his absence but continue to attempt to make contact with his/her supervisor. The responsibility to notify a supervisor(s) about absences or about tardiness always rests with the employee. An absence of three days without communication will be deemed a voluntary resignation. Extenuating circumstances will be considered.

Hours of work, schedules, and duty assignments of short duration of individual employees or work units may be altered under authorization of the department head or his designee within the established workweek and schedule of the agency as conditions warrant. Schedules may also be adjusted to meet ADA and VA Human Rights Act requirements if applicable.

B. 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.

C. Performance Increases

The SRHA 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 (non-exempt) will be paid at the rate of time and a half for all hours actually worked in excess of forty (40) hours a workweek. Unless authorized to do so beforehand, employees should not work over forty (40) hours during a workweek.

E. Bonuses

The ED may grant a bonus to an employee to recognize superior service to the SRHA.

F. Retirement

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

All full-time employees are eligible to participate in Staunton Redevelopment & Housing Authority's governmental eligible 457b plan. Participation is voluntary and there are no limits to salary reduction, except annual limits set each year by the IRS. Contributions are immediately 100% vested without regard to additional service.

The 457b retirement savings program allows employees to invest money on a pretax or post tax basis under individual payroll investment agreements. The employer then "matches" a percentage of the employee's contribution where the funds accumulate on a tax-deferred basis.

Staunton Redevelopment & Housing Authority matches 100% of the first 3% that the employee contributes to the 457b and then 50% of the next 2% the employee contributes. If the employee contributes more than 5%, there is no additional match. The following chart shows how Staunton Redevelopment & Housing Authority matches the employee contribution.

Employee Contribution	Employer Contribution
1%	1%
1.5%	1.5%
2%	2%
2.5%	2.5%
3%	3%
3.5%	3.25%

4%
4.5%
5%
6%

3.5%
3.75%
4%
4%

5.2 [RESERVED]

5.3 HOLIDAYS

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

New Year's Eve	December 31 st
New Year's Day	January 1 st
Day after New Year's	January 2 nd
Jackson-Lee	Friday preceding 3 rd Monday of January
Martin Luther King, Jr.	3 rd Monday of January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19 th
Independence Day	July 4 th
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veteran's Day	November 11 th
Thanksgiving Eve ²	4 th Wednesday in November (½ day)
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	4 th Friday in November
Christmas Eve	December 24 th
Christmas	December 25 th

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

² One-half day.

5.4 Leave

A. Annual/Personal Leave

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

0-4 years of service	<u>08</u> - hours per month
5-9 years of service	<u>10</u> - hours per month
10-14 years of service	<u>12</u> - hours per month
15-19 years of service	<u>14</u> - hours per month
20+ years of service	<u>16</u> - hours per month

Annual leave shall be approved in advance by the ED. Annual leave is not eligible at all times: the ED and department heads have a primary obligation to ensure that the SRHA's service to the citizens is carried out.

Each employee may accumulate a maximum of 240 hours of annual leave. Annual leave above that amount shall expire and may not be accumulated or used beyond the calendar year.

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 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. Probationary employees are not entitled to payment of any unused annual leave.

B. Personal Leave

Personal leave shall not accrue per month but will only be given on a yearly (January 1st of each year) basis for a total of 60 hours (each year). Personal leave cannot be carried over from year to year, and any unused personal shall be forfeited if not used. Personal leave, when taken, shall be used on an hour-for-hour basis. Personal leave shall be used for:

1. Illness or injury incapacitating the employee and preventing the employee from performing assigned duties, doctor, or dental appointments during working hours. Personal leave is charged on an hour-for-hour basis for all employees and is not considered an entitlement.

2. Medically necessary care of family members, such as spouse, child, parents, siblings, or in-laws, living in the same household as the employee.
3. Other personal use as approved by the ED.

C. Absence Due to Sickness or Medical Condition

If absence due to sickness is for three or more days, a doctor's certificate is required. An employee away from work for medical conditions which require absence in excess of one week is required to (1) submit to the department head a written statement from the attending physician or health care provider, stating the earliest approximate date of return to duty. The ED 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 SRHA 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 ED. Personal leave is charged on an hour-for-hour basis for all employees and is not considered an entitlement.

D. 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. The SRHA may, by motion of the Board of Commissioners, pay any such employee the difference between his or her salary and the pay received for the military duty.

E. Military Leave without Pay

An employee who leaves the employ of the SRHA 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 SRHA. The employee on such leave is entitled to be restored to the position he or she vacated, provided the employee makes application to the SRHA 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.

F. Civil Leave

An employee will be given time off without charge to leave or loss of pay for (a) performing jury duty, 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 a 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.

6.0 LEAVE WITHOUT PAY

An employee may be on leave without pay status only with approval of the ED.

6.1 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 SRHA requires an employee to use paid leave on an hour for hour basis in conjunction with FMLA leave.

Eligible Employees meet these requirements:

have been employed by a covered employer for 12 months;

have worked 1,250 hours worked during the 12-month period before requested leave begins; **and**

have worked at a location where the employer employs 50 or more employees within a 75-mile radius of that location.

7.0 EMPLOYEE DEVELOPMENT

It is the policy of the SRHA to encourage employees to obtain training designed to develop the employee's value to the organization. Leave with partial pay or leave without pay may be available under the Education Leave provisions.

The cost of training and related expenses undertaken at the direction of the ED shall be paid in full by the SRHA. For training requested by an employee, the employee may receive reimbursement of tuition costs if (1) the training was approved in advance by the ED and (2) the employee shows successful completion of the course.

7.1 Education Leave – For pursuit of courses of study

A. Policy

It is the policy of the SRHA to encourage employees to obtain training designed to develop the employee's value to the organization. Leave with partial pay or leave without pay may be available.

B. Leave at the discretion of ED

Education leave is discretionary and is normally taken with partial pay or without pay. When an employee can demonstrate that the pursuit of the educational program will have an immediate and discernable benefit to the SRHA, leave with full pay may be granted by the ED. The conditions of such leave shall be subject to a case-by-case determination based on factors which include the nature of the education or training, length of the absence, work record of the employee, work requirements at the time of the request, and value of the education or training to the ED.

C. Who Pays for Training?

The cost of training and related expenses undertaken at the direction of the ED may be paid in full by the SRHA. In such a case, the hours of training count as hours worked. For training requested by an employee, the employee may receive reimbursement of tuition costs if (1) the training was approved in advance by the ED and (2) the employee shows successful completion of the course. If the training was not required by the SRHA, the hours do not count as hours worked and tuition may not be reimbursed.

8.0 HEALTH AND SAFETY

8.1 Workers' Compensation

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

For additional information, see W/C Addendum.

8.2 Occupational Safety and Health

The SRHA is committed to providing our employees with a safe and healthful work environment. To accomplish this goal, all employees and their supervisors must make diligent efforts to promote safety. We develop and implement safety rules and regulations through our ED, supervisors, and safety committees. This process is ongoing and requires periodic review. Safety audits may be undertaken to determine the necessity and feasibility of providing devices, work practices, policies, or other safeguards to make the workplace safe and healthful. We also provide training for our employees regarding workplace hazards and the proper and safe methods to use in performing their job tasks.

You are expected to give your full skill and attention to the performance of your duties using the highest standard of care and good judgment. You are also expected to always follow safety rules and regulations, including using appropriate protective clothing and equipment, attending all training sessions related to your job, and following the directions of supervisory personnel.

Safety rules and regulations may be issued or modified from time to time and will be effective immediately upon communication. General safety rules and regulations will be distributed to you and posted on employee-accessible bulletin boards. Departments will have specific job/task-related rules and procedures that you are expected to know and follow.

8.3 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 SRHA to fines and penalties.

A. Employer's Responsibilities

Each employer is to investigate the cause of every lost-time accident and determine the means by which to prevent or minimize likelihood of recurrence. Employers are required to install any safeguards or take corrective measures indicated or found advisable.

B. Employees Responsibilities

The employee shall:

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

8.4 Workplace Violence

The SRHA is committed to preventing workplace violence and to maintaining a safe work environment. All employees should be always treated with courtesy and respect. 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 the SRHA 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 characteristic protected by federal, state, or local law. All threats of (or actual) violence arising in or related to your employment, 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 SRHA premises as quickly as safety permits. Individuals who have been removed from the SRHA premises shall remain off the premises pending the outcome of the SRHA 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. The SRHA 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.

9.0 ELECTRONIC COMMUNICATIONS

9.1 Internet

A. Provision of Internet

The SRHA 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 are property of the SRHA 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 services provided by the SRHA.

B. Employees Access

The SRHA 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 SRHA may establish an Internet account that may be accessed by employees.

C. Passwords and Email Addresses

1. Employees may be provided with passwords and e-mail addresses 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 SRHA. The usage of the Internet is subject to the same code of conduct which applies to all other actions in the workplace and using the SRHA'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 SRHA.
2. Employees must not share their passwords with any other individuals, including other employees or outsiders. Nor 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 SRHA when using the SRHA'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, and not to use the account for personal business.

D. Employer Access

The SRHA 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 SRHA may 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.

9.2 Consent to Monitoring

Employees will be required to consent to the monitoring of communications sent, received, and stored on equipment provided by the SRHA or an electronic, wire, or digital services provided by the SRHA is a requirement for employment by the SRHA.

10.0 ALCOHOL AND DRUG FREE WORKPLACE

10.1 Employee Responsibilities

- A. No employee shall unlawfully manufacture, dispense, possess, use, or distribute any controlled substance, medication, or alcohol.
- B. Any employee convicted under a federal or state statute regulating controlled substances shall notify their supervisor and the ED within five days after the conviction.
- C. No employee shall consume alcoholic beverages immediately before work, during work hours, or while at work during breaks or lunches.
- D. No employee shall be impaired by alcoholic beverages immediately before work, during work hours, or while at work during breaks or lunches.
- E. No employee shall represent the SRHA in an official capacity while impaired by alcohol, illegal drugs, or medication.
- F. No employee, using medication that may impair performance, shall operate a motor vehicle or engage in safety sensitive functions while on duty for the SRHA.
- G. 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.
- H. 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 ED.

10.2 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, up to and including termination.

10.3 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:

- A. When an applicant for a safety-sensitive position has been extended a conditional offer of employment but before beginning work.
- B. When there is a reasonable suspicion to believe that the employee is in an impaired state.
- C. When the employee has been involved in an on-duty accident or has endangered others in the workplace.
- D. On a random basis for safety sensitive positions.
- E. As part of follow-up procedures to return-to-duty related drug or alcohol violations.

11.0 POLITICAL ACTIVITY

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

Employees shall not use SRHA phones, cell phones, computers, and related devices to carry out political activities as defined in § 15.2-1512.2.

12.0 SMOKING – SRHA-- OWNED AND CONTROLLED BUILDINGS AND WORKPLACES

The SRHA's ED may develop and implement policies and procedures governing smoking in parts of SRHA-owned and controlled buildings or work areas not open to the general public in the normal course of business, except by invitation. The SRHA's ED shall enforce these policies and procedures through administrative methods.

State law reference(s) – §§ 15.2-2801, 15.2-2802

13.0 DISCIPLINE AND GRIEVANCES

13.1 EMPLOYEE CONDUCT

SRHA employees are expected to conduct themselves in a professional and courteous manner, as representatives of the SRHA. 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 SRHA.

13.2 Disciplinary Actions

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 coaching/warning, written warning, suspension, demotion, or termination. Other types of discipline may be used in addition to those listed.

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

- A. Conviction of a felony or of a misdemeanor involving moral turpitude and other criminal acts such that continued performance of duties are compromised;
- B. Willfully falsifying SRHA records (including time records, leave records, job applications, or pay or reimbursement vouchers);
- C. Negligence with SRHA property or misuse of SRHA property;
- D. Violating any workplace rule;
- E. Performing official duties in a rude and discourteous manner, threatening co-workers, or using physical violence while on duty;
- F. Violating any lawful official regulation or order or willfully failing to obey a proper direction of the supervisor or the ED;
- G. Using or being impaired at work by intoxicants, drugs, or alcohol;
- H. Neglecting duty or continually being unable or unwilling to render satisfactory performance;
- I. Taking property of the SRHA for one's personal use, for sale to another or for a gift to another;

- J. Inducing, or attempting to induce, an officer or employee in the service of the SRHA to commit an unlawful act or to act in violation of any lawful or official regulation or order;
- K. 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 SRHA;
- L. Failing to report for work or being absent without prior notice to supervisor;
- M. Unsatisfactory attendance, excessive absences, or excessive tardiness.
- N. Harassing other employees or the public.
- O. Violating the SRHA's drug free workplace rules.
- P. Making harassing, discriminatory or threatening remarks against other employees.
- Q. Engaging in conduct on social media that negatively impacts the work environment.

13.3 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 being given an opportunity to comment if the employee's continued presence poses a safety danger or is disruptive to the workplace.

13.4 Grievance

The SRHA has less than 15 employees and employees are at-will and subject to termination at any time for any lawful (or no) reason. Any grievances that arise in the workplace should be addressed through discussion and conversation among the affected employee(s) and supervisor(s). Should resolution not be achieved through discussion and conversation, an employee may be eligible to utilize the procedure set forth in the Grievance Procedure Manual of the Virginia Office of Employment Dispute Resolution, available at <https://www.dhrm.virginia.gov/employment-dispute-resolution/grievance>. (State Law Reference § 15.2-1506.)

14.0 TERMINATION OF EMPLOYMENT

14.1 Resignation

To resign in good standing, an employee must give at least two weeks' advance notice. If special circumstances exist, the notice requirement may be waived by the ED. Failure to give the required advance notice will result in forfeiture of compensation for accrued leave, other than compensatory leave for non-exempt employees. Failure to return to work at the expiration of an approved leave of absence may be interpreted as a resignation.

14.2 Lay-off

The SRHA reserves the right to dismiss/lay-off employees for lack of available work or funds. In such cases the employees affected will be given a minimum of two weeks' advance notice. (Alternative - two weeks' pay in lieu of notice)

14.3 Termination

As an at-will employee, an employee may be terminated for any lawful reason or for no reason.

15.0 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 SRHA without notice.

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. 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 apply 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.

Addendum 1.

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 all workplace injuries, conditions or illnesses, to their supervisor. All incidents shall be reported no matter how insignificant or if medical treatment is necessary. If the immediate supervisor is not available, a report must be made to the Deputy Director/Human Resources. Late reporting by the employee can result in delayed or denied workers' compensation benefits.

When Reporting claims through CompCare On-Call, VRSA's nurse triage and reporting services:

The **Deputy Director/Human Resources** shall immediately have the injured worker call CompCare On-Call, the nurse triage injury hotline: 1-877-234-0898 and report the claim. CompCare On-Call is available 24-7-365. Employees have the option of speaking with a registered nurse to receive treatment advice or simply report their claim. If the employee is unable to call CompCare On-Call or unwilling to call, the supervisor must make this call and report the claim on the employee's behalf. Ensuring all claims are reported and reported timely is **[staff member name]** responsibility. Delays in reporting can jeopardize the employees' rights under the workers' compensation law and subject **[staff member name]** to penalties, which can be assessed by the Virginia Workers' Compensation Commission. All occupational incidents shall be called into CompCare On-Call immediately upon the notification of a work-related injury or illness (within 24 hours).

When reporting claims through the VRSA website:

The **Deputy Director/Human Resources** 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 **[staff member name]** to penalties, which can be assessed by the Virginia Workers' Compensation Commission. All occupational reports shall be submitted to Virginia Risk Sharing Association (VRSA) immediately upon the notification of a work-related injury or illness (within 24 hours).

Panel of Physicians

VRSA 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 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 supervisor will retain the original signed panel and provide the employee with a signed copy. The Panel of Physicians shall be offered and provided to the employee, even if the employee does not intend to receive medical attention.

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

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

All departments shall post a copy of the Panel of Physicians in a conspicuous location.

Medical Treatment

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

When Reporting claims through CompCare On-Call, VRSA nurse triage and reporting services:

CompCare On-Call will send a Medical First Report form to the panel physician selected by the employee for the physician to complete. The employee shall provide the completed form and / or any other return to work/out of work medical documentation to their supervisor following treatment, so the employer is aware of the employee's return to work capabilities or restrictions.

When reporting claims through the VRSA website:

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 employer 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 Virginia Risk Sharing Association (VRSA). All medical facility inquiries shall be referred to Virginia Risk Sharing Association (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 SRHA's workers' compensation administrator, Virginia Risk Sharing Association (VRSA). This includes supplying disability slips, medical information, keeping appointments etc. Additionally, the employee shall keep the Deputy Director/Human Resources advised of their work status and cooperate with return-to-work efforts.

Prescriptions

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

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

Wage Loss Benefits

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

The employee will be given the option of using earned 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 their Deputy Director/Human Resources regarding how they would like to charge the first seven days missed. If a designation is not made, the employee's pay will be docked.

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.

When the absence is longer than seven days, is authorized by a panel physician, and is the result of a compensable injury under the Virginia Workers' Compensation Act, the employee will receive compensation benefits from Virginia Risk Sharing Association (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 Virginia Risk Sharing Association (VRSA), compensation for the first seven days.

Injured employees do not continue to accrue annual leave while out of work due to a workers' compensation injury/illness and may also not be eligible for personal leave depending on the circumstances.

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

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

Earned annual leave may be used for disability resulting from a denied workers' compensation claim.

Return to Work – Light / Modified Duty:

The SRHA 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. Light/modified assignments are temporary and will be reviewed periodically to determine continued availability of the assignments.

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

Workers' Compensation Administrator Information

Virginia Risk Sharing Association (VRSA)

P. O. Box 3239

Glen Allen, VA 23058

Telephone Number: 804-273-0038

Toll Free Number: 800-963-6800

Fax Number: 804-273-0560

PERSONNEL POLICIES RECEIPT ACKNOWLEDGMENT

To be signed by the employee to indicate he/she will abide by the Personnel Policy Manual and understands its effect:

I understand it is my responsibility to read, familiarize myself with the policies, and understand the matters set forth in this Personnel Policy Manual.

This Manual supersedes all prior policies as to subjects addressed in the manual and all representations, oral or written. In the event of a contradiction between this Manual and the representation of a supervisor, the terms of this Manual will govern.

I understand that no statement contained in this Manual creates any guarantee of continued employment; creates any obligation, contractual or otherwise, on the part of the SRHA; or vests any right in any employee.

I understand and acknowledge that the SRHA has the right, without prior notice, to modify, amend, or terminate policies, practices, benefit plans, and other institutional programs within the limits and requirements imposed by law.

[Signature]: _____

Name (printed): _____

Dated: _____