# Triangle J Executive Committee Special Meeting

The Honorable Jim Crawford, Presiding

## Agenda

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<tr>
<th>Time</th>
<th>Item</th>
<th>Official</th>
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<tr>
<td>12:30 PM</td>
<td><strong>Call to Order, Welcome Roll Call &amp; Declaration of Quorum</strong></td>
<td>Jim Crawford</td>
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<tr>
<td>12:31 PM</td>
<td><strong>Approval of Agenda</strong></td>
<td>Jim Crawford</td>
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<td><strong>Motion to approve</strong></td>
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<td>12:32 PM</td>
<td><strong>Recognitions and Presentations</strong></td>
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<td>• None</td>
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<tr>
<td>12:32 PM</td>
<td><strong>Consent Agenda</strong></td>
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<td>Items on the Consent Agenda are considered routine and will be enacted by a single motion unless a member of the Board requests an item be removed. Any item removed from the Consent Agenda will be considered individually as part of the regular agenda.</td>
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<td>• None</td>
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<tr>
<td>12:32 PM</td>
<td><strong>Business</strong></td>
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<td><strong>Motion to approve</strong></td>
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<td>• Sponsor Access Agreement for the Federal Home Loan Bank of Atlanta’s Affordable Housing Program</td>
<td>Erika Brown</td>
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<td>• Update on TJCOG Services as a Result of COVID-19</td>
<td>Lee Worsley</td>
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<td>• Amendments to Triangle J COG Personnel Policy Related to COVID-19</td>
<td>Lee Worsley</td>
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<td>• Approval of Policies Related to Federal Families First Act</td>
<td>Lee Worsley</td>
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<td>• Discussion about April Board of Delegates Meeting</td>
<td>Lee Worsley</td>
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<td>1:20 PM</td>
<td><strong>Other Business</strong></td>
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<tr>
<td>1:30 PM</td>
<td><strong>Adjourn</strong></td>
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Wednesday, April 8, 2020
12:30 PM
Virtual Meeting
Background: The Triangle J Affordable Housing staff are interested in applying for funding up to $500,000 through the Federal Home Loan Bank (FHLB) of Atlanta’s Affordable Housing Program (AHP) for home repair in areas not currently well-served by other home repair funding sources. The proposed project would be a partnership between the Local Government Federal Credit Union, Rebuilding Together of the Triangle, and Triangle J COG. The funds would allow for significant repairs and rehabilitation of at least 25 homes in Chatham County over a three-year period. All the households served will be below 65% of AMI. If funds are awarded, Triangle J will administer the home repair funds, Rebuilding Together of the Triangle will complete the repair work, and the Local Government Federal Credit Union will sponsor the application as a member of the FHLB and provide part of the required match. This is an exciting opportunity to bring additional funding into the region to improve housing quality for low-income homeowners.

The FHLB AHP online application period for 2020 opened on February 2nd, and the original application deadline was April 2nd. However, due to the COVID-19 emergency, FHLB has extended the application deadline to June 1st. In order to receive access to the portal to begin an application, the attached Sponsor Access Agreement must be approved by the Board of Delegates’ Executive Committee. At this time, due to concerns regarding meeting in person, FHLB has waived the requirement for the Sponsor Access Agreement to have wet signatures. They are currently accepting Sponsor Access Agreements with e-signatures. However, once the COVID-19 situation abates, FHLB requires that TJCOG submit the Sponsor Access Agreement with wet signatures. Once access is granted, we will be able to apply for funding in future years as well as the current funding cycle.

Recommendation(s): It is the recommended the Executive Committee review and approve the attached Sponsor Access Agreement with the Federal Home Loan Bank of Atlanta.

Staff Responsible: Erika Brown, Senior Planner
Background: As a result of the COVID-19 situation, the Triangle J Council of Governments offices have been closed to the public since March 17, 2020. Although the offices are closed to the public, Triangle J Council of Governments staff continue to work on behalf of the region through telework and an extremely limited number of staff members who report to the office on designated days.

Executive Director Lee Worsley will update the Executive Committee on current operations and plans for the next several weeks.

Recommendation(s): It is recommended that the Executive Committee receive the update and ask any questions.

Staff Responsible: Lee Worsley, Executive Director
Background: The COVID-19 Pandemic has changed the way Triangle J Council of Governments has had to deliver services and our staff has done a phenomenal job pivoting very quickly to telework and continuing to provide a high level of service to our members and the region.

As the Pandemic continues, the organization must remain as nimble as possible to maintain service, but also guarantee that reimbursement for services will continue. TJCOG’s finances are very different from local governments since a vast majority of our revenues are derived from state and federal grants and projects. Many of these projects have stringent rules related to leave policies. During this unprecedented event, it is important to make sure TJCOG is as flexible as possible for staff as they manage teleworking and other demands.

As a result, changes need to be made to the Personnel Policy to ensure that appropriate leave policies are in place to address the Pandemic and possible situations our staff may encounter and to guarantee reimbursement for services. These changes are not related to the major rewrite of the Personnel Policy that the Executive Committee reviewed on February 2020. Those major changes have been put on hold due to the health emergency. The major changes will next be reviewed by the full Board of Delegates once the Board is able to meet in person again.

A copy of the Personnel Policy is attached with suggested changes, which include:

Changes to Article VII – Holidays and Leaves of Absence

- Change to Section 8. Vacation Leave: Manner of Taking - To allow all TJCOG staff who earn vacation leave to take leave in ¼ hour increments. Currently, FLSA exempt employees must take vacation leave in whole day increments and FLSA non-exempt employee can take vacation in ¼ hour increments.

- Change to Section 11. Sick Leave – To clarify that employees may take Sick Leave in ¼ hour increments.

- Addition of Section 13a Sick Leave Donation – TJCOG has allowed employees to donate sick leave, but it has never been written into the Personnel Policy. With the current Pandemic, we want to ensure that sick leave donation is a permissible activity and will not be questioned by federal grant financial reviewers.
- Addition of language to Section 16. Family and Medical Leave – Added a paragraph to clarify that TJCOG calculates the 12-week time period for the TJCOG Family and Medical Leave by using the “rolling backward” method.

- Addition of Section 25 Administrative Leave – Currently, with regard to administrative leave, only adverse weather is addressed in an administrative policy. As a result of this public health emergency adding a more inclusive administrative leave section in the Personnel Policy is prudent. This is especially important for TJCOG since we draw down multiple federal grants. Leave policies must be clearly written to ensure reimbursement.

- Addition of Section 26 Short Term Disability – TJCOG added a short term disability benefit a couple years ago. Language to address how short term disability interacts with other leave benefits is included in the major personnel policy rewrite, but with the Pandemic, it is advisable to go ahead and add it into the current Personnel Policy in case short term disability begins to be used by staff.

**Recommendation(s):** It is recommended the Executive Committee adopt the amendments, as presented, to the Triangle J Council of Governments’ Personnel Policy.

**Staff Responsible:** Lee Worsley, Executive Director and Jenny Halsey, Human Resources Officer
Agenda Section: Business
Ratify Triangle J Council of Governments’ Policies Related to New Federal Families First Act

**Background:** The United States Congress has passed and the President has signed the Families First Act in response to the COVID-19 situation. TJCOG is subject to the Families First Act and TJCOG staff have developed the attached policies, which became effective on April 1, 2020 per requirements of the Act.

The Act requires TJCOG to supply 80 hours of Emergency Sick Leave to full time employees and a proportionate share of leave to part time employees. The Act also requires TJCOG to supply Emergency FMLA leave under a new category related to an employee who must care for a child as a result of compensated childcare being discontinued as a result of the Pandemic.

The School of Government has provided guidance that local governments (COGs) develop policies to make sure that the Emergency Sick Leave and Emergency FMLA are in place by April 1, but have the policies ratified by the governing body as soon as practically possible.

TJCOG’s policies related to the Families First Act are attached and were developed through consultations with our attorney and guidance from the School of Government.

**Recommendation(s):** It is recommended the Executive Committee ratify the attached policies relating to the Families First Act Emergency Sick Leave and Emergency FMLA policies.

**Staff Responsible:** Lee Worsley, Executive Director and Jenny Halsey, Human Resources Officer
AHP Sponsor Registration Instructions

To participate in the Federal Home Loan Bank of Atlanta’s Community Investment Services (CIS) Affordable Housing Program, (the Federal Home Loan Bank of Atlanta being hereinafter referred to as the “Bank”), you must (1) execute a Sponsor Access Agreement and fax it to the Bank, and (2) receive a User ID and Password.

1. Sponsor Access Agreement
   To conduct business over the Internet with the Bank for the Affordable Housing Program, you and the Bank must execute a Sponsor Access Agreement.

   Please note: the Sponsor Access Agreement requires action by your board of directors, so please address this at your next board meeting. Please execute the Sponsor Access Agreement promptly because it must be submitted to the Bank prior to your beginning an AHP application. Ensure that you complete all of the areas printed in blue. After completing this, you must e-mail or fax it to the Bank as shown below to obtain a User ID and Password. The Sponsor Access Agreement page has four parts.

   __a. Resolution Authorizing Participation in Community Investment Services Programs of the Bank.
   This is to be filled out and signed by your Board of Directors’ Corporate Secretary. It indicates that your organization will participate in the Bank’s Community Investment Services programs, which include the Affordable Housing Program.

   __b. Certificate of Incumbency
   This is to be filled out and signed by your Board of Directors’ Corporate Secretary. It indicates the officers of your organization who are authorized to execute agreements with the Bank.

   __c. Access Form for Sponsor Web System Access
   This must be filled out and signed by one of the authorized persons listed by the Corporate Secretary in the Certificate of Incumbency.

   __d. Terms and Conditions for Sponsor Web System Access
   As indicated by the title, this document presents the terms and conditions for Sponsor Web system access.

2. Other Documentation
   The following required documentation must be submitted with your Sponsor Access Agreement:

   __a. Documentation of your legal existence, issued by the applicable Secretary of State
      • Certificate of Existence
      • Listing from the Secretary of State’s website
      • Other third party verification as may be approved by the Bank

   __b. Documentation of the sponsor organization’s Employer Identification Number (EIN)
      • EIN letter from the IRS
      • Correspondence from the IRS
      • Other third party verification as may be approved by the Bank

3. After you complete all of the above, please send the completed agreements to the Bank:
   • E-mail:  fhlbaccess@fhlbatl.com
   • Fax: (404) 888.8235

   The Bank will e-mail you a User ID and Password for FHLBAccess.

Note
The forms on the following pages are for Corporations. If your organization is an LP, LLC, or LLLP please contact the Bank via email at ahpprogram@fhlbatl.com or 800.536.9650, Option 3, Option 1, Option 0 for the appropriate forms.
RESOLUTION AUTHORIZING PARTICIPATION IN COMMUNITY INVESTMENT SERVICES PROGRAMS OF FEDERAL HOME LOAN BANK OF ATLANTA

I, the undersigned, being the duly qualified and acting Secretary of ____________________________ (the “Participant”) hereby certify that:

a) the Participant is duly organized and existing, and has the power to take the actions called for by the following resolution (the “Resolution”);

b) no provision in the Articles of Incorporation, By-Laws or other governing documents of the Participant limits the power of the governing body of the Participant to adopt the Resolution;

c) the Resolution is in conformity with the Articles of Incorporation, By-Laws and other governing documents of the Participant;

d) the Resolution is a true copy of a resolution duly adopted by the governing body of the Participant and recorded in the minutes of a meeting of the governing body held ________________ 20__; and

e) the Resolution has not been rescinded or modified and is in full force and effect.

RESOLVED:

1. The Participant may participate in various community investment programs (the “Programs”) offered by Federal Home Loan Bank of Atlanta (the “Bank”) through its Community Investment Services department, including without limitation the Bank’s Affordable Housing Program.

2. The Chairman, Vice Chairman, President, the Chief Executive Officer, the Chief Financial Officer and the Vice Presidents (including Executive Vice Presidents, Senior Vice Presidents, and any officers more senior than Vice President) or, if such titles or positions are not utilized by Participant then the Executive Director, General Partner, Managing Partner or similar title of Participant, and each of them (the “Authorized Persons”), is hereby authorized to execute any agreement or application governing or relating to Participant’s involvement in any of the Programs.

3. The execution and delivery of that certain Access Form for Sponsor Web System Access and the Terms and Conditions for Sponsor Web System Access are hereby ratified and confirmed.

4. The Bank will be entitled to rely on this resolution until Participant provides the Bank with a resolution changing or rescinding this resolution. No change or rescission will be given effect until the Bank receives such certified copy and the Bank has been afforded a reasonable opportunity to act on such change or rescission, and no such change or rescission will affect any then-existing agreement between the Bank and the Participant, unless the Bank agrees to such effect, in each instance, in writing. Participant will indemnify and hold harmless the Bank from any loss suffered or liability incurred by the Bank prior to receipt of such certified copy as a result of the Bank acting as if such rescission or change had not occurred.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Participant this _____ day of ____________________, 20__ .

(CORPORATE SEAL)

________________________________________________________

Corporate Secretary

Rev. 4-27-18
CERTIFICATE OF INCUMBENCY

I, the undersigned, being the duly qualified and acting Secretary of ___________________________ (the “Participant”), hereby certify that:

1. The Authorized Persons referenced in Paragraph 2 of that certain Resolution Authorizing Participation in Community Investment Services Programs of Federal Home Loan Bank of Atlanta (the “Bank”) are as follows:

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[Attach additional sheet if necessary]

2. The Authorized Persons are duly elected, qualified and acting officers of the Participant having the titles set forth above and the signatures of such persons set forth opposite their names and titles are genuine signatures.

3. This Certificate of Incumbency supersedes and replaces any prior Certificate of Incumbency related to Participant’s Resolution authorizing participation in Community Investment Services programs of the Bank.

4. This Certificate of Incumbency is effective, and may be relied upon by the Bank, until the Bank receives a Certificate of Incumbency that replaces and supersedes this Certificate of Incumbency.

IN WITNESS WHEREOF, I have executed this certificate this ____________ day of ____________, 20__.

Name: ________________________________

Title: Corporate Secretary

Rev. 4-27-18
In connection with its community investment programs (collectively, the “Programs” and individually, a “Program”), Federal Home Loan Bank of Atlanta (the “Bank”) provides non-members that are participating in such Programs with access to a portion of the Bank’s website at www.fhlbatl.com that permits such participants to provide and obtain certain information related to their applications and their current projects under certain Programs (the “System”). By entering into this Access Form, the Bank agrees to make the System available to the below-named Sponsor and Sponsor agrees to use the System, all in accordance with and subject to the terms and conditions of this Access Form and the terms and conditions for access to the System attached to this Access Form and available at www.fhlbatl.com (the “Terms and Conditions”), which, by signing below, Sponsor hereby acknowledges having read and understood prior to its execution below. The Bank will notify Sponsor of any changes in the Terms and Conditions, and Sponsor hereby agrees that its continued use of the System after being notified of such changes constitutes its agreement to those changes. The Agreement (as defined in the Terms and Conditions) will be effective on the latest of the execution dates set forth below (the “Effective Date”). By signing below, Sponsor further agrees to accept and be bound by electronic agreements and other documents executed electronically in the course of using the System, and the Bank and Sponsor agree that the Access Form may be executed by facsimile signature and in multiple counterparts, each of which shall constitute an original.

ACCEPTED BY Federal Home Loan Bank of Atlanta:

Address: 1475 Peachtree Street, NE
Atlanta, Georgia 30309
Voice Telephone: (800) 536-9650   Press 7
Fax: (404)888-8285
E-mail: fhlaccess@fhlbatl.com

1) Signature:______________________________
Name:______________________________
Title:______________________________
Execution Date:______________________________

ACCEPTED BY: ____________________________________ (“Sponsor”)

Address: ________________________________

Voice Telephone: ________________________________

Fax: ________________________________

E-mail: ________________________________

Signature:______________________________
Name:______________________________
Title:______________________________
Execution Date:______________________________

2) Signature:______________________________
Name:______________________________
Title:______________________________
Execution Date:______________________________

Rev. 4-27-18
1. System.

a. Right to Access. On and subject to the terms and conditions in the Agreement (which Agreement consists of these Terms and Conditions, the related Access Form executed by the Bank and Sponsor and the User Policies (defined below)), the Bank will make available from time to time, and Sponsor may access and use, the System (as defined in the Access Form).

b. Implementation. At such time after the Effective Date (as defined in the Access Form) as the Bank deems appropriate in its sole discretion, the Bank will use commercially reasonable efforts to establish Sponsor’s access to the System. Sponsor will from time to time execute such documents, forms and agreements, and provide such information, as are reasonably requested by the Bank to make the System available to Sponsor as contemplated under the Agreement. Sponsor is solely responsible for obtaining and maintaining the necessary hardware, software and communications links and services necessary to access and use the System.

c. Use Policies. Sponsor will use the System in accordance with the Agreement and the Bank’s written instructions, policies, procedures and requirements provided to Sponsor or accessible by Sponsor on the Bank’s web site (the “User Policies”). The Bank may modify such User Policies from time to time upon notice (via e-mail, website posting or otherwise) to Sponsor. Sponsor warrants that its use of the System will not violate any applicable laws or regulations. Sponsor will use the System only for its internal business purposes, and will not provide to any third party, nor permit any third party to use, the System or any component thereof, except for third-party agents or contractors which Sponsor has authorized to act on its behalf in connection with the System. Such use by authorized agents and contractors shall not relieve Sponsor of any of its obligations under this Agreement, and no such agent or contractor shall be considered a third-party beneficiary of the Agreement, notwithstanding any provision to the contrary.

d. Authority. Sponsor hereby warrants and represents that Sponsor has all necessary authority to perform and take all actions on behalf of Sponsor in connection with the System.

2. Registration and Access.

a. User ID and Password. At such time after the Effective Date (as defined in the Access Form) as the Bank deems appropriate in its sole discretion, the Bank will deliver to Sponsor a unique user identification and password, and any other security features designated by the Bank as necessary for Sponsor to access the System (which may include, without limitation, security tokens or digital certificates). Sponsor will, in accordance with all applicable User Policies, use such user identification, password and other security features to access, create, use and maintain the Sponsor’s information (including, without limitation, maintaining accurate contact information with respect to Sponsor).

b. Account Security. Sponsor is solely responsible for maintaining the security of, and for all activities that occur under, Sponsor’s user identification, password and other security features, and for any information or data transmitted, stored or received by Sponsor in using the System. Sponsor will not lend, give or otherwise disclose Sponsor’s user identification, password or other security features to any unauthorized person, or permit any unauthorized person to access the System through the use of such user identification, password or security features. The Bank and its member institutions (“Institutions”) are entitled to rely upon any action taken, information provided or request made, through the use of the user identification, password or other security feature of Sponsor, and the Bank and its Institutions will not be liable to Sponsor or any third party for the consequences of such reliance. Sponsor will notify the Bank immediately upon becoming aware of any unauthorized use of the System or any compromise of security with respect to Sponsor’s user identification, password or security feature. After receiving such notice, the Bank will, if appropriate, deactivate the user identification, password and security features associated with such unauthorized use, but the Bank will have no liability, and hereby disclaims all responsibility, for losses, damages, penalties or expenses associated with such unauthorized use or the continuation thereof.

d. Authority. Sponsor hereby warrants and represents that Sponsor has all necessary authority to perform the functions with respect to the System, and that each employee, contractor or agent that Sponsor permits to use its user identifications, passwords or security features has all necessary authority to perform and take all actions on behalf of Sponsor in connection with the System.

3. Service Levels.

a. Availability. Sponsor acknowledges that interruptions and loss of service may periodically occur as a result of maintenance or repairs to the System or the website, unexpected outages or interruptions (including without limitation the force majeure events under Section 17 below) or any other act or omission of a sponsor or an Institution or any third party. The Bank will not incur any obligation or liability as a result of any interruption or loss of service.

b. Maintenance. The Bank may periodically perform maintenance and repairs that may impact the availability or functionality of the System. The Bank will not incur any obligation or liability as a result of such maintenance or repairs or the Bank’s failure to undertake such maintenance or repairs.

c. Security and Monitoring. The Bank may implement and maintain security measures (including, without limitation, encryption software and firewalls) designed to prevent security breaches with respect to the System. The Bank may use tools to monitor the technical performance, availability, security and use of the System, but the existence or non-existence of such tools, and the use or non-use thereof, will not impose any obligation or liability on the Bank.

4. Sponsor Data.

a. License. As between the Bank and Sponsor, Sponsor owns all rights to the data provided solely by Sponsor for use in connection with the System (the “Sponsor Data”), except that Sponsor hereby grants to (i) the Bank a license to use Sponsor Data in connection with the Bank’s business activities or as otherwise permitted by law, including for the Bank’s public relations purposes, and (ii) the Institutions a license to use Sponsor Data for purposes relating to the
Programs, including, without limitation, creation, submission and manipulation of Program applications.

b. Quality of Data. Sponsor warrants and represents that it has the authority to provide Sponsor Data to the Bank and the Institutions, and that the Bank’s and the Institutions’ use of Sponsor Data will not violate any applicable law or regulation or any third party right. Sponsor is solely responsible for any errors and inaccuracies in Sponsor Data, and for reviewing and determining the validity and accuracy of all data and information it receives through the System. Sponsor will not, either indirectly or directly, through either the material or information uploaded, posted, transmitted, published or distributed by it or otherwise, interfere with, corrupt, damage or disrupt, or allow the interference, corruption, damage or disruption of, the System, the website or computer networks or software connected to the System.

5. Proprietary Rights. Subject to Sponsor’s rights under Section 4, the Bank, as between Sponsor and the Bank, owns and will retain all rights and interests in and to the System and each component thereof, including, without limitation, all copyrights, patents, trademarks, trade secrets and other proprietary rights. Sponsor will not have, acquire or assert any rights in the System or components, and will not, without the Bank’s prior written consent, copy, reproduce or distribute in any manner any of the content, data or information available through the System, except for such data or information that is specifically related to Sponsor’s projects. All third parties providing a product or service to the Bank and used by the Bank in the System are hereby deemed third party beneficiaries entitled to enforce directly against Sponsor their intellectual property rights in such products or services.

6. No Program Guarantee. Nothing herein will be deemed to constitute a guarantee, and the Bank makes no guarantee, that an Institution will include Sponsor in an application submitted under any Program or that any such application will be approved.

7. Warranty Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, THE BANK MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THIS AGREEMENT OR THE SYSTEM, AND THE BANK HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, DESCRIPTION, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

8. Liability Limitation. SPONSOR’S SOLE REMEDY, AND FHLBA’S SOLE OBLIGATION, WITH RESPECT TO ANY BREACH OF THE AGREEMENT OR FAILURE OR ERROR OF THE SYSTEM WILL BE TO CEASE USE OF THE SYSTEM AND OF ANY ERRONEOUS RESULTS FROM THE SYSTEM. WITHOUT LIMITING THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE BANK WILL NOT BE LIABLE TO SPONSOR OR ANY THIRD PARTY UNDER ANY CIRCUMSTANCES (INCLUDING, WITHOUT LIMITATION, ANY THEORIES OF BREACH OF CONTRACT OR WARRANTY OR TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY)) FOR ANY DIRECT (EXCEPT TO THE EXTENT SUCH DIRECT DAMAGES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE BANK), COMPENSATORY, SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES, ANY COSTS TO PROCURE SUBSTITUTE SERVICES OR ANY LOST PROFITS, LOST BUSINESS, LOSS OF USE OR DATA OR INTERRUPTION OF BUSINESS RELATING TO THE AGREEMENT OR THE SYSTEM (OR THE UNAVAILABILITY OF ALL OR ANY PART THEREOF), EVEN IF THE BANK KNEW OF THE POSSIBILITY OF SUCH DAMAGES. SPONSOR ACKNOWLEDGES THAT THE BANK IS NOT AN INSURER AND THE PROVISION OF THE SYSTEM BY THE BANK IS CONTINGENT ON THE LIABILITY LIMITATIONS IN THIS SECTION 8.

9. Indemnification. Sponsor will indemnify, defend (at FHLBA’s election) and hereby releases the Bank from any and all claims, losses, damages, penalties, costs and expenses (including, without limitation, reasonable legal fees) arising from or relating to Sponsor’s, its agents’ and contractors’ use of the System or breach of the Agreement, except to the extent caused by the gross negligence or willful misconduct of the Bank.

10. Term and Termination. The initial term of the Agreement will commence on the Effective Date set forth in the Access Form and, unless earlier terminated in accordance with this Section 10, will extend until either party provides the other with 30-days’ notice of termination. In addition, the Bank may immediately terminate the Agreement if Sponsor breaches the Agreement and does not cure such breach within five days after receiving notice thereof, or if the Bank reasonably believes that Sponsor’s use of the System may violate any applicable law or regulation or agreement or damage or threaten the security of FHLBA’s or any of its suppliers’, licensors’, contractors’, Institutions’, users’ or other sponsors’ accounts, resources, information, data, software or servers. Upon termination of the Agreement, Sponsor will promptly return to the Bank all data, materials, Confidential Information (as defined below) and other properties of the Bank held by Sponsor with respect to the Agreement.

11. Notwithstanding anything to the contrary in the Agreement, Sections 4, 5, 6, 7, 8, 9, 12, 13, 14, 16, 17, 18, 19, 20, 21, 22 and this Section 10 of these Terms and Conditions will survive termination of the Agreement.

12. Suspension. Notwithstanding anything to the contrary in the Agreement, the Bank may, without any liability, obligation or notice to Sponsor, suspend Sponsor’s use of the System if, in FHLBA’s reasonable discretion, Sponsor’s use of the System may violate any applicable law or regulation or agreement or could damage or threaten the security of FHLBA’s or any of its suppliers’, licensors’, contractors’, Institutions’, users’ or other sponsors’ accounts, resources, information, data, software or servers.

13. Confidentiality. “Confidential Information” means information, in any form, of or relating to the Bank, its customers, users, Institutions, contractors, suppliers or licensors or the System and that is not generally known to the public or that is marked confidential or proprietary. Sponsor will not, and will cause its contractors and agents to not, directly or indirectly, disclose or use FHLBA’s Confidential Information except as expressly authorized under the Agreement. Sponsor may use FHLBA’s Confidential Information only as necessary to perform its obligations or exercise its rights under the Agreement, but in doing so will only disclose such Confidential Information on a need-to-know basis to persons that have been informed of the confidential nature of such information and are bound by confidentiality obligations no less protective of
such information than those under this Section 12. Sponsor shall be responsible to the Bank for any such disclosee’s use or disclosure of FHLBA’s Confidential Information in a manner not permitted by this Section 12. Sponsor must use the same degree of care in protecting FHLBA’s Confidential Information as it uses to protect its own, similar confidential information, but in no event will Sponsor use less than reasonable care to protect such Confidential Information, the Bank may seek equitable relief (in addition to any other remedies) to enforce this Section 12.

14. Entire Agreement; Amendment. These Terms and Conditions, the User Policies, and the Access Form are the entire agreement between the parties with respect to Sponsor’s use of the System and supersede all agreements, understandings, discussions, warranties and representations, in any form, express or implied, between the parties prior to the Agreement and related to Sponsor’s use of the System, except that the parties acknowledge that Sponsor’s eligibility for, and the actual provision of, specific Bank Programs, products and services are governed by various other agreements and resolutions, as well as applicable regulations and the Bank policies, and that the Agreement does not supersede such other agreements, resolutions, regulations or policies other than to the extent that they specify a certain mode or method of executing or administering transactions, in which event the Agreement will control as to such administrative matters. If a conflict arises between these Terms and Conditions and the Access Form, then these Terms and Conditions will control. The Agreement may only be amended by a writing signed by each party, except that the Bank may, in its sole discretion, modify (a) the User Policies in accordance with Section 1, and (b) these Terms and Conditions upon notice (via e-mail, website posting or otherwise) to Sponsor, and Sponsor’s continued use of the System after such notice will constitute Sponsor’s acceptance of such revised Terms and Conditions.

15. Relationship. FHLBA’s relationship to Sponsor is solely as an independent contractor.

16. Assignment. Sponsor may not assign the Agreement without the prior written consent of the Bank.

17. Third Parties. The Bank may use third parties to perform one or more of FHLBA’s obligations, or exercise one or more of its rights, under the Agreement, but such use will not relieve the Bank of any of its obligations under the Agreement. Except as expressly set forth in the Agreement, no person will be considered a third-party beneficiary of the Agreement.

18. Force Majeure. The Bank will not be liable for any failure or delay in performance to the extent caused by any event beyond its reasonable control, including, without limitation, an act of God; flood; riot; fire; explosion; judicial or governmental act; terrorism; military act; strike or lockout; third party act or omission; failure of utility or telecommunications facilities; virus, worm, trojan horse or other code, command, file or program designed to interrupt, destroy or limit the functionality of any software, hardware or equipment; Internet slowdown or failure; lightning or other weather condition or event.

19. Links. The Bank is not responsible for the content, information accuracy or other aspects of any third-party owned web site to which a person may link from the System, including, without limitation, any third-party web sites accessible from links provided by the Bank.

20. Governing Law. The Agreement will be governed by and construed in accordance with the laws and regulations of the United States of America, the State of Georgia, the Federal Housing Finance Board or any successor entity and any other governmental agency of competent jurisdiction. Each party hereby submits to the exclusive jurisdiction and venue of the United States District Court for the Northern District of Georgia in Atlanta, Fulton County, Georgia for the resolution of any court actions arising with respect to the Agreement. Sponsor acknowledges that the Bank controls and operates the System from Atlanta, Georgia, and that any use of the System from or in locations outside of District 4 of the Federal Home Loan Bank system is at such Sponsor’s own risk and without any responsibility or liability of the Bank.

21. Severability; Waiver. If any provision of the Agreement is found illegal or unenforceable by a court of competent jurisdiction, then the Agreement will remain in full force and effect and the parties will substitute for such provision a legal and enforceable provision that most nearly effects the parties’ intention. Any waiver by a party must be in writing and signed by such party.

22. Notices. Except as otherwise set forth in the Agreement, all notices under the Agreement must be in writing (which the parties stipulate will include electronic communications in perceivable form) and delivered to the individual and address first designated in the Access Form.

23. Other. All contents of the FHLBA’s website are copyrighted and may only be used in accordance with the terms and conditions of this Agreement. The name “Federal Home Loan Bank of Atlanta” and the Bank graphics and logos are property of the Bank and may not be used without the prior written permission of the Bank. Sponsor acknowledges that neither the System nor any content of the website (i) represents investment advice, (ii) constitutes an offer to extend credit, a grant or subsidy, and (ii) constitutes investment solicitation or an offer to buy securities. Sponsor should not rely on the website or the System in making an investment decision, credit decision or calculating the timing or amount of payment on debt securities or any other related information. Sponsor acknowledges that the website contains information that is not part of any offering notice or offering circular for consolidated obligations of the Federal Home Loan Banks or other credit products of the Bank.
BE IT RESOLVED by the Board of the Triangle J Council of Governments that the following policies apply to the appointment, classification, benefits, salary, promotion, demotion, dismissal, and conditions of employment of the employees of the Triangle J Council of Governments.

<table>
<thead>
<tr>
<th>Article</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Article I</td>
<td>General Provisions ........................................................................ 1</td>
<td></td>
</tr>
<tr>
<td>Section 1.</td>
<td>Purpose of the Policy ................................................................... 1</td>
<td></td>
</tr>
<tr>
<td>Section 2.</td>
<td>At Will Employment ....................................................................... 1</td>
<td></td>
</tr>
<tr>
<td>Section 3.</td>
<td>Merit Principle ............................................................................ 1</td>
<td></td>
</tr>
<tr>
<td>Section 4.</td>
<td>Responsibilities of the TJCOG Board ......................................... 1</td>
<td></td>
</tr>
<tr>
<td>Section 5.</td>
<td>Responsibilities of the TJCOG Executive Director .......................... 1</td>
<td></td>
</tr>
<tr>
<td>Section 6.</td>
<td>Application of Policies, Plans, Rules, and Regulations .................. 2</td>
<td></td>
</tr>
<tr>
<td>Section 7.</td>
<td>Departmental Rules and Regulations ............................................ 2</td>
<td></td>
</tr>
<tr>
<td>Section 8</td>
<td>Definitions .................................................................................... 2</td>
<td></td>
</tr>
<tr>
<td>Article II</td>
<td>Position Classification Plan ......................................................... 4</td>
<td></td>
</tr>
<tr>
<td>Section 1.</td>
<td>Purpose ......................................................................................... 4</td>
<td></td>
</tr>
<tr>
<td>Section 2.</td>
<td>Composition of the Position Classification and Pay Plan ............... 4</td>
<td></td>
</tr>
<tr>
<td>Section 3.</td>
<td>Use of the Position Classification Plan ....................................... 4</td>
<td></td>
</tr>
<tr>
<td>Section 4.</td>
<td>Administration of the Position Classification Plan ........................ 4</td>
<td></td>
</tr>
<tr>
<td>Section 5.</td>
<td>Authorization of the Position Classification Plan .......................... 4</td>
<td></td>
</tr>
<tr>
<td>Section 6.</td>
<td>Request for Reclassification ....................................................... 5</td>
<td></td>
</tr>
<tr>
<td>Article III</td>
<td>Pay Plan ......................................................................................... 6</td>
<td></td>
</tr>
<tr>
<td>Section 1.</td>
<td>Definition ..................................................................................... 6</td>
<td></td>
</tr>
<tr>
<td>Section 2.</td>
<td>Administration and Maintenance .................................................... 6</td>
<td></td>
</tr>
<tr>
<td>Section 3.</td>
<td>Starting Salaries ........................................................................ 6</td>
<td></td>
</tr>
<tr>
<td>Section 4.</td>
<td>Trainee Designation and Provisions ............................................. 6</td>
<td></td>
</tr>
<tr>
<td>Section 5.</td>
<td>Probationary Pay Increases ........................................................ 7</td>
<td></td>
</tr>
<tr>
<td>Section 6.</td>
<td>Performance Pay ........................................................................ 7</td>
<td></td>
</tr>
<tr>
<td>Section 7.</td>
<td>Salary Effect of Promotions, Demotions, Transfers, and Reclassification ......................................................................................... 7</td>
<td></td>
</tr>
<tr>
<td>Section 8.</td>
<td>Salary Effect of Salary Range Revisions ...................................... 8</td>
<td></td>
</tr>
<tr>
<td>Section 9.</td>
<td>Transition to a New Salary Plan ................................................... 8</td>
<td></td>
</tr>
<tr>
<td>Section 10.</td>
<td>Effective Date of Salary Changes ................................................ 8</td>
<td></td>
</tr>
<tr>
<td>Section 11</td>
<td>Overtime Pay Provision .................................................................. 8</td>
<td></td>
</tr>
<tr>
<td>Section 12.</td>
<td>Payroll Deductions ....................................................................... 9</td>
<td></td>
</tr>
<tr>
<td>Section 13.</td>
<td>Hourly Rate of Pay ....................................................................... 9</td>
<td></td>
</tr>
<tr>
<td>Section 14.</td>
<td>Longevity Pay ............................................................................... 9</td>
<td></td>
</tr>
<tr>
<td>Article IV</td>
<td>Recruitment and Employment ......................................................... 10</td>
<td></td>
</tr>
<tr>
<td>Section 1.</td>
<td>Equal Employment Opportunity Policy .......................................... 10</td>
<td></td>
</tr>
</tbody>
</table>
Section 2. Implementation of Equal Employment Opportunity Policy

Section 3. Recruitment, Selections, and Appointment

Section 4. Probationary Period

Section 5. Promotion

Section 6. Demotion

Section 7. Transfer

Article V

Section 1. Work Schedule

Section 2. Political Activity

Section 3. Outside Employment

Section 4. Dual Employment

Section 5. Employment of Relatives

Section 6. Sexual Harassment

Section 7. Acceptance of Gifts and Favors

Section 8. Employee Performance and Development Plan

Section 9. Safety

Section 10. Substance Abuse Policy

Article VI

Section 1. Eligibility

Section 2. Group Health and Hospitalization Insurance

Section 3. Group Life Insurance

Section 4. Other Optional Group Insurance Plans

Section 5. Retirement

Section 6. Supplemental Retirement Benefits

Section 7. Medical Insurance for Retired Employees

Section 8. Social Security

Section 9. Workers’ Compensation

Section 10. Unemployment Compensation

Section 11. Tuition Assistance Program

Section 12. Commuters Benefits

Article VII

Section 1. Policy

Section 2. Holidays

Section 3. Holidays: Effect on Other Types of Leave

Section 4. Vacation Leave

Section 5. Vacation Leave: Use by Probationary Employees

Section 6. Vacation Leave: Accrual Rate

Section 7. Vacation Leave: Maximum Accumulation

Section 8. Vacation Leave: Manner of Taking

Section 9. Vacation Leave: Payment Upon Separation

Section 10. Vacation Leave: Payment Upon Death

Section 11. Sick Leave

Section 12. Sick Leave: Accrual Rate and Accumulation

Section 13. Sick Leave: Transfer

Section 14. Sick Leave: Medical Certification

Section 15. Leave Pro-rated

Section 16. Family and Medical Leave

Section 17. Medical and Family Leave – Certification
### Article VIII  Separation and Reinstatement ............................................. 27
- Section 1. Types of Separations ................................................................. 27
- Section 2. Resignation .................................................................................. 27
- Section 3. Reduction in Force ................................................................. 27
- Section 4. Disability ...................................................................................... 27
- Section 5. Voluntary Retirement ............................................................... 27
- Section 6. Death ............................................................................................ 28
- Section 7. Dismissal .................................................................................... 28
- Section 8. Reinstatement .......................................................................... 28
- Section 9. Rehiring ...................................................................................... 28

### Article IX  Unsatisfactory Job Performance and Detrimental Personal Conduct .29
- Section 1. Disciplinary Action for Unsatisfactory Job Performance .... 29
- Section 2. Unsatisfactory Job Performance Defined ......................... 29
- Section 4. Disciplinary Action for Detrimental Personal Conduct .... 30
- Section 5. Detrimental Personal Conduct Defined ......................... 30
- Section 6. Pre-dismissal Conference .......................................................... 30
- Section 7. Non-disciplinary Suspension .................................................. 31

### Article X  Grievance Procedures and Adverse Action Appeal .................. 32
- Section 1. Policy .......................................................................................... 32
- Section 2. Grievance Defined ................................................................. 32
- Section 3. Purposes of the Grievance Procedure .................................. 32
- Section 4. Procedure ................................................................................. 32
- Section 5. Grievance and Adverse Action Appeal Procedure for Discrimination ......................................................... 33

### Article XI  Personnel Records and Reports ............................................ 34
- Section 1. Personnel Actions ................................................................. 34
- Section 2. Remedies of Employees Objecting to Material File ........... 34

<table>
<thead>
<tr>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative Directives approved by the Executive Director .......... 35</td>
<td></td>
</tr>
<tr>
<td>Adverse Weather and Emergency Closings ........................................ 36</td>
<td></td>
</tr>
<tr>
<td>Commuters Benefits ........................................................................... 38</td>
<td></td>
</tr>
<tr>
<td>Drug-Free Awareness Policy ................................................................ 39</td>
<td></td>
</tr>
<tr>
<td>Cellular Phone Policy ......................................................................... 40</td>
<td></td>
</tr>
<tr>
<td>Flexible Workweek Policy ................................................................... 43</td>
<td></td>
</tr>
<tr>
<td>Telework Agreement ........................................................................... 44</td>
<td></td>
</tr>
</tbody>
</table>
ARTICLE I. GENERAL PROVISIONS

Section 1. Purpose of the Policy

The purpose of this policy is to establish a personnel system that will promote a fair and effective means of employee recruitment and selection, develop and maintain an effective and responsible work force, and provide the means for removal of unsatisfactory employees. This policy applies to all employees under the supervision of the TJCOG Executive Director.

Section 2. At Will Employment

Nothing in this policy creates an employment contract or term between the TJCOG and its employees. No person has the authority to grant any employee any contractual rights of employment. All employees of the TJCOG are considered “at will” employees which means that employees are free to leave the TJCOG’s service at any time and that employees may be terminated at any time.

Section 3. Merit Principle

All appointments and promotions shall be made solely on the basis of merit. All positions requiring the performance of the same duties and fulfillment of the same responsibilities shall be assigned to the same class and the same salary range. No applicant for employment or employee shall be deprived of employment opportunities or otherwise adversely affected as an employee because of such individual’s race, color, religion, sex, national origin, political affiliation, non-disqualifying disability, sexual preference, marital status, or age.

Section 4. Responsibilities of the TJCOG Board

The TJCOG Board shall be responsible for establishing and approving personnel policies, position pay grades and salary ranges, and may change the policies and benefits as necessary. They also shall appoint the Executive Director and periodically evaluate his or her performance with input from relevant sources such as members of various committees and staff.

Section 5. Responsibilities of the TJCOG Executive Director

The TJCOG Executive Director shall be responsible to the TJCOG Board for the administration and technical direction of the personnel program. The TJCOG Executive Director shall appoint, suspend, establish position classification within TJCOG Board approved pay grades and remove all TJCOG employees. The TJCOG Executive Director shall make appointments, dismissals and suspensions in accordance with these policies.
The TJCOG Executive Director shall:

A. recommend rules and revisions to the personnel system to the TJCOG Board for consideration;
B. make changes as necessary to maintain an up to date and accurate position classification plan;
C. recommend necessary revisions to the pay plan;
D. determine which employees shall be subject to the overtime provisions of FLSA;
E. determine the design of the organization chart and designate which positions serve as department heads;
F. develop and administer such recruiting programs as may be necessary to obtain an adequate supply of competent applicants to meet the needs of the TJCOG; and
G. perform such other duties as may be assigned by the TJCOG Board not inconsistent with this Policy;

Section 6. Application of Policies, Plan, Rules, and Regulations

The personnel policy and all rules and regulations adopted pursuant thereto shall be binding on all TJCOG employees. The TJCOG Executive Director, members of the TJCOG Board and advisory boards and commissions will be exempted except in sections where specifically included. An employee violating any of the provisions of this policy shall be subject to appropriate disciplinary action, as well as prosecution under any civil or criminal laws which have been violated.

Section 7. Departmental Rules and Regulations

Due to the particular personnel and operational requirements of the various departments of the TJCOG, each department is authorized to establish supplemental written rules and regulations applicable only to the personnel of that department. All such rules and regulations shall be subject to the approval of the TJCOG Executive Director, and shall not in any way conflict with the provisions of this Policy, but shall be considered as a supplement to this Policy.

Section 8. Definitions

For the purposes of this policy, the following words and phrases shall have the meanings respectively ascribed to them by this section:

Full-time employee. An employee who is in a position for which an average work week equals at least 37.5 hours.

Part-time employee. An employee who is in a position with an average work week of less than 37.5 hours.

Temporary employee. An employee appointed to a position either full or part-time by the TJCOG with an established termination date of 12 months or less.

Trainee. An employee status when an applicant is hired (or employee promoted) who does not meet all of the requirements for the position. During the duration of a trainee appointment, the employee is on probationary status.
Permanent position. A position authorized for the budget year for a full twelve months. All TJCOG positions are subject to budget review and approval each year by the TJCOG Board and all employees work and conduct must meet TJCOG standards. Therefore, reference to "permanent" positions or employment should not be construed as a contract or right to perpetual funding or employment.
ARTICLE II. POSITION CLASSIFICATION PLAN

Section 1. Purpose.

The position classification plan provides a complete inventory of all authorized and permanent positions in the TJCOG service, and an accurate description and specification for each class of employment. The plan standardizes job titles, each of which is indicative of a definite range of duties and responsibilities.

Section 2. Composition of the Position Classification Plan

The classification plan shall consist of:

A. a grouping of positions in classes which are approximately equal in difficulty and responsibility which call for the same general qualifications, and which can be equitably compensated within the same range of pay under similar working conditions;
B. class titles descriptive of the work of the class;
C. written specifications for each class of positions; and
D. an allocation list showing the class title of each position in the classified service.

Section 3. Use of the Position Classification Plan

Class specifications shall describe the type and scope of work performed. However, tasks that are similar in nature may be assigned to a position in a classification without being specified on the class specification. The classification plan is to be used:

A. as a guide in recruiting and examining applicants for employment;
B. in determining lines of promotion and in developing employee training programs;
C. in determining salary to be paid for various types of work;
D. in determining personnel service items in departmental budgets; and
E. in providing uniform job terminology.

Section 4. Administration of the Position Classification Plan

The TJCOG Executive Director shall allocate each position to its appropriate class, and shall be responsible for the administration of the position classification plan. The TJCOG Executive Director shall insure a periodic review of portions of the classification plan.

Section 5. Authorization of the Position Classification Plan

The position classification plan shall be on file with the Finance Director. Copies will be available to all TJCOG employees for review upon request. New positions shall be established upon recommendation of the TJCOG Executive Director and approval of the TJCOG Board after which the TJCOG Executive Director shall either allocate the new position into the appropriate existing class, or revise the position classification plan to establish a new class to which the new position may be allocated.
Section 6. Request for Reclassification

Any employee who considers his or her position to be improperly classified shall submit a request in writing for a position study to such employee’s immediate supervisor, who shall immediately transmit the request through the department head to the Executive Director. Upon receipt of such request, the Executive Director shall study the request, determine the merit of the reclassification, and make any necessary revisions to the classification of the position. Department heads are responsible for reviewing the allocation of positions to functions and classifications annually as part of the budget process. Such review shall be to determine the most accurate classifications and the most equitable, effective, and efficient use of human resources.
ARTICLE III. THE PAY PLAN

Section 1. Definition

The pay plan includes the basic salary schedule and the "List of Classes Arranged by Grades" adopted by the Board. The salary schedule consists of amounts for hiring, minimum, midpoint, and maximum rates of pay for all classes of positions.

Section 2. Administration and Maintenance

The TJCOG Executive Director shall be responsible for the administration and maintenance of the pay plan. All employees covered by the pay plan shall be paid at a rate within the salary range established for the respective position classification, except for employees in trainee status or employees whose existing salaries are above the established maximum rate following transition to a new pay plan. The pay plan is intended to provide equitable compensation for all positions, reflecting differences in the duties and responsibilities, the comparable rates of pay for positions in private and public employment in the area, the impacts of inflation, the financial conditions of the TJCOG, and other factors. To this end, from time to time the Executive Director shall make comparative studies of all factors affecting the level of salary ranges and will recommend to the TJCOG Board such changes in salary ranges as appear to be pertinent. Such assignments will be made by increasing or decreasing the assigned salary grade for the class and adjusting the rate of pay for employees in the class when the action is approved by the TJCOG Board.

Section 3. Starting Salaries

All persons employed in positions approved in the position classification plan shall be employed at the hiring salary for the classification in which they are employed; however, exceptionally well qualified applicants may be employed above the hiring rate of the established salary range upon approval of the TJCOG Executive Director.

Section 4. Trainee Designation and Provisions

Applicants being considered for employment or TJCOG employees who do not meet all of the requirements for the position for which they are being considered may be hired, promoted, demoted, or transferred to a "trainee" status. In such cases, a plan for training, including a time schedule, must be prepared by the department head. "Trainee" salaries shall be one or (no more than) two grades below the hiring salary established for the position for which the person is being trained. A new employee designated as "trainee" shall concurrently serve a probationary period. However, probationary periods shall be no less than six months and trainee periods may extend from three to eighteen months. A trainee shall remain a probationary employee until the trainee period is satisfactorily completed.

If the training is not successfully completed to the satisfaction of the TJCOG, the trainee shall be transferred, demoted, or dismissed. If the training is successfully completed, the employee shall be paid at least at the hiring rate established for the position for which the employee was trained.
Section 5. Probationary Pay Increases

Employees hired, promoted, or reclassified into the hiring rate of the pay range shall receive a 5% salary increase within the range of upon successful completion of the probationary period. Employees hired or promoted at or above the minimum rate of the appropriate grade may be considered for a probationary increase depending on performance levels and consistent with performance pay policies.

Section 6. Performance Pay

Upward movement within the established salary range for an employee is not automatic but rather based on specific performance-related reasons. Procedures for determining performance levels and performance pay increases or other performance-related movement within the range shall be established in procedures approved by the TJCOG Executive Director.

Permanent employees are eligible to receive one-time bonuses for special achievement not to exceed $1500 and subject to availability of funds and implementation procedures established by the Executive Director.

Section 7. Salary Effect of Promotions, Demotions, Transfers, and Reclassifications

**Promotions.** When an employee is promoted, the employee's salary shall normally be advanced to the minimum level of the new position, or to a salary which provides an increase of at least 5% over the employee's salary before the promotion, provided, however, that the new salary may not exceed the maximum rate of the new salary range. The purpose of the promotion pay increase is to recognize and compensate the employee for taking on increased responsibility.

**Demotions.** When an employee is demoted to a position for which qualified, the salary shall be set at the rate in the lower pay range which provides the smallest decrease in pay if action is not the result of disciplinary action. If the current salary is within the new range, the employee's salary may be retained at the previous rate. If the demotion is the result of disciplinary action, the salary shall be decreased at least 5%, or to the maximum of the new range.

**Transfers.** The salary of an employee reassigned to a position in the same class or to a position in a different class within the same salary range shall not be changed by the reassignment.

**Reclassifications.** An employee whose position is reclassified to a class having a higher salary range shall receive a pay increase of at least 2.5% or an increase to the minimum of the new pay range, whichever is higher. If the employee has completed probation, the employee's salary shall be advanced to at least the probation completion amount in the new range.

If the position is reclassified to a lower pay range, the employee's salary shall remain the same. If the employee's salary is above the maximum established for the new range, the salary of that employee shall be maintained at the current level until the range is increased above the employee's salary.
Section 8. Salary Effect of Salary Range Revisions

When a class of positions is assigned to a higher salary range, employees in that class shall receive a pay increase of at least 2.5%, or to the hiring rate of the new range, whichever is higher. If the employee has passed probation, the employee’s salary shall be advanced at least to the probation completion amount in the new range. When a class of positions is assigned to a lower salary range, the salaries of employees in that class will remain unchanged. If this assignment to a lower salary range results in an employee being paid at a rate above the maximum rate established for the new class, the salary of that employee shall be maintained at that level until such time as the employee's salary range is increased above the employee's current salary.

Section 9. Transition to a New Salary Plan

The following principles shall govern the transition to a new salary plan:

1. No employee shall receive a salary reduction as a result of the transition to a new salary plan.
2. All employees being paid at a rate lower than the hiring rate established for their respective classes shall have their salaries raised to the new hiring rate for their classes.
3. All employees being paid at a rate below the maximum rate established for their respective classes shall be paid at a rate in the appropriate salary range.
4. All employees being paid at a rate above the maximum rate established for their respective classes shall be maintained at that salary level until such time as the salary range is increased above the employees' current salary.

Section 10. Effective Date of Salary Changes

Salary changes approved after the first working day of a pay period shall become effective at the beginning of the next pay period or at such specific date as may be provided by procedures approved by the TJCOG Executive Director.


Employees of the TJCOG can be requested and may be required to work hours in excess of their regularly scheduled hours as necessitated by the needs of the TJCOG and determined by the Department Head.

To the extent that local government jurisdictions are so required, the TJCOG will comply with the Fair Labor Standards Act (FLSA). The TJCOG Executive Director shall determine which jobs are "non-exempt" and are therefore subject to the Act in areas such as hours of work and work periods, rates of overtime compensation, and other provisions.

Non-exempt employees will be paid at a straight time rate for hours up to the FLSA established limit for their position (usually 40 hours in a 7 day period). Hours worked beyond the FLSA established limit will be compensated in either time or pay at the appropriate overtime rate. In determining eligibility for overtime in a work period, only hours actually worked shall be considered.

Whenever practicable, departments will schedule time off on an hour-for-hour basis within the applicable work period for non-exempt employees, instead of paying overtime. When time off within the work period cannot be granted, overtime worked will be paid in accordance with the FLSA.
Employees in positions determined to be "exempt" from the FLSA (as Executive, Administrative, or Professional staff) will not receive pay for hours worked in excess of their normal work periods. These employees may be granted compensatory leave by their supervisor in accordance with procedures established by the TJCOG Executive Director. Such compensatory leave is not guaranteed to be taken and ends without compensation upon separation from the organization.

Section 12. Payroll Deduction

Dedications shall be made from each employee's salary, as required by law. Additional deductions may be made upon the request of the employee on determination by the TJCOG Executive Director as to capability of payroll equipment and appropriateness of the deduction.

Section 13. Hourly Rate of Pay

The annual salary on the pay scale annually adopted by the TJCOG Board will apply to all employees. Hourly rates for employees appointed for less than full-time service will be paid a pro-rated amount determined by converting the established full-time salary to an hourly rate.

Section 14. Longevity Pay

Employees hired prior to January 1, 2013 shall receive longevity pay in a lump sum check issued on the Friday before Thanksgiving of each year. Service time for longevity payments shall be calculated based on the permanent hire data into a public sector function with the Triangle J Council of Governments. Permanent employees are eligible for longevity pay based on the total number of completed years of service as of December 31 of the calendar year in which the check is issued. Part time employees are eligible for longevity pay based on the total number of completed years of service as of December 31 and pro-rated based on the number of hours worked per week. Longevity pay amounts shall be calculated as follows:

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<thead>
<tr>
<th>Years of Service</th>
<th>Longevity Amount</th>
</tr>
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<tr>
<td>5 - 9</td>
<td>$600</td>
</tr>
<tr>
<td>10 – 19</td>
<td>$900</td>
</tr>
<tr>
<td>20 +</td>
<td>$1,200</td>
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ARTICLE IV. RECRUITMENT AND EMPLOYMENT

Section 1. Equal Employment Opportunity Policy

It is the policy of the TJCOG to foster, maintain and promote equal employment opportunity. The TJCOG shall select employees on the basis of the applicant's qualifications for the job and award them, with respect to compensation and opportunity for training and advancement, including upgrading and promotion, without regard to age, sex, race, color, religion, national origin, disability, political affiliation, sexual orientation, or marital status. Applicants with physical disabilities shall be given equal consideration with other applicants for positions in which their disabilities do not represent an unreasonable barrier to satisfactory performance of required duties with or without reasonable accommodation.

Section 2. Implementation of Equal Employment Opportunity Policy

All personnel responsible for recruitment and employment will continue to review regularly the implementation of this personnel policy and relevant practices to assure that equal employment opportunity based on reasonable, job-related requirements is being actively observed to the end that no employee or applicant for employment shall suffer discrimination because of age, sex, race, color, religion, disability, national origin, political affiliation, sexual orientation, or marital status. Notices with regard to equal employment matters shall be posted in conspicuous places on TJCOG premises in places where notices are customarily posted.

Section 3. Recruitment, Selection and Appointment

Recruitment Sources. When position vacancies occur, the COG shall publicize these opportunities for employment, including applicable salary information and employment qualifications. Information on job openings and hiring practices will be published in local and/or other news media as necessary to inform the community and create a quality and diverse pool of applicants. In addition, notice of vacancies shall be posted at designated conspicuous sites within departments. Individuals shall be recruited from a geographic area as wide as necessary and for a period of time sufficient to ensure that well-qualified applicants are obtained for TJCOG service. The North Carolina Employment Security Commission shall normally be used as a recruitment source.

Job Advertisements. Employment advertisements shall contain assurances of equal employment opportunity and shall comply with Federal and State statutes.

Application for Employment. All persons expressing interest in employment with the TJCOG shall be given the opportunity to file an application for employment for positions which are vacant.

Applicant Interest Card. Persons interested in employment with the TJCOG may complete an applicant interest card concerning all of the positions for which they wish to apply. These cards will be maintained for a period of six months. When a vacancy occurs in positions of interest, the card will be sent, notifying the person and requesting that the person complete an application before the designated deadline.
Application Reserve File. Applications shall be kept in an inactive reserve file for a period of two years, in accordance with Equal Employment Opportunity Commission guidelines.

Selection. Department heads shall make such investigations and conduct such examinations as necessary to assess accurately the knowledge, skills, and experience qualifications required for the position. All selection devices administered by the TJCOG shall be valid measures of job performance.

Appointment. Before any commitment is made to an applicant either internal or external, the Department Head shall make recommendations including the position to be filled, the salary to be paid, and the reasons for selecting the candidate over other candidates. The Department Head shall recommend approval of appointments and the starting salary for all applicants to the TJCOG Executive Director.

Section 4. Probationary Period

An employee appointed or promoted to a permanent position shall serve a probationary period. Employees shall serve a six month probationary period. During the probationary period, supervisors shall monitor an employee's performance and communicate with the employee concerning performance standards and progress. Before the end of the probationary period, the supervisor shall conduct a performance evaluation conference with the employee and discuss accomplishments, strengths, and needed improvements. A summary of this discussion shall be documented in the employee's personnel file. The supervisor shall recommend in writing whether the probationary period should be completed, extended, or the employee transferred, demoted, or dismissed. Probationary periods may be extended for a maximum of six additional months.

Disciplinary action, including demotion and dismissal, may be taken at any time during the probationary period. A promoted employee who does not successfully complete the probationary period may be transferred or demoted to a position in which the employee shows promise of success. If no such position is available, the employee shall be dismissed. Promoted employees retain all other rights and benefits such as the right to use of the grievance procedures.

Section 5. Promotion

Promotion is the movement of an employee from one position to a vacant position in a class assigned to a higher salary range. It is the TJCOG's policy to create career opportunities for its employees whenever possible. Therefore, when a current employee applying for a vacant position is best suited of all applicants, that applicant shall be appointed to that position. The TJCOG will balance three goals in the employment process: 1) the benefits to employees and the organization of promotion from within; 2) providing equal employment opportunity and a diversified workforce to the community; and 3) obtaining the best possible employee who will provide the most productivity in that position. Therefore, except in rare situations where previous TJCOG experience is essential or exceptional qualifications of an internal candidate so indicate, the TJCOG will consider external and internal candidates rather than automatically promote from within. Candidates for promotion shall be chosen on the basis of their qualifications and their work records. Internal candidates shall apply for promotions using the same application process as external candidates.
Section 6. Demotion

Demotion is the movement of an employee from one position to a position in a class assigned to a lower salary range. An employee whose work or conduct in the current position is unsatisfactory may be demoted provided that the employee shows promise of becoming a satisfactory employee in the lower position. Such demotion shall follow the disciplinary procedures outlined in this policy.

Section 7. Transfer

Transfer is the movement of an employee from one position to a position in a class in the same salary range. If a vacancy occurs and an employee in another department is eligible for a transfer, the employee shall apply for the transfer using the usual application process. The Department Head wishing to transfer an employee to a different department or classification shall make a recommendation to the TJCOG Executive Director with the consent of the receiving department head. Any employee transferred without requesting the action may appeal the action in accordance with the grievance procedure outlined in this policy. An employee who has successfully completed a probationary period may be transferred into the same classification without serving another probationary period.
ARTICLE V. CONDITIONS OF EMPLOYMENT

Section 1. Work Schedule

Department heads shall establish work schedules, with the approval of the TJCOG Executive Director, which meet the operational needs of the department in the most cost effective manner possible.

Section 2. Political Activity

Each employee has a civic responsibility to support good government by every available means and in every appropriate manner. Each employee may join or affiliate with civic organizations of a partisan or political nature, may attend political meetings, may advocate and support the principles or policies of civic or political organizations in accordance with the Constitution and laws of the State of North Carolina and in accordance with the Constitution and laws of the United States. However, no employee shall:

A. Engage in any political or partisan activity while on duty;
B. Use official authority or influence for the purpose of interfering with or affecting the result of a nomination or an election for office;
C. Be required as a duty of employment or as condition for employment, promotion or tenure of office to contribute funds for political or partisan purposes;
D. Coerce or compel contributions from another employee of the TJCOG for political or partisan purposes;
E. Use any supplies or equipment of the TJCOG for political or partisan purposes; or
F. Be a candidate for nomination or election to an elected office in a TJCOG member organization;

Any violation of this section shall subject the employee to disciplinary action including dismissal.

Section 3. Outside Employment

The work of the TJCOG shall have precedence over other occupational interests of employees. Outside employment for salaries, wages, or commission and self-employment must be reported in advance to the employee's supervisor, who in turn will report it to the Executive Director. The Executive Director will review such employment for possible conflict of interest and decide whether to approve the work. Conflicting outside employment is grounds for disciplinary action up to and including dismissal.

Section 4. Dual Employment

A full or part-time employee may simultaneously hold another position with the TJCOG if the temporary position is in a different department and clearly different program area, a substantially different capacity and occupational area and involves only occasional or sporadic work. Under these stipulations, the work of the full or part-time position shall take precedence over the temporary position, and such work will not count toward the calculation of overtime for pay or time off. Any other situation falls under the FLSA guidelines which require weighted average pay scales and/or using all hours worked collectively in both jobs to calculate overtime liability for any hours exceeding 40 hours per week.
Section 5. Employment of Relatives

The TJCOG prohibits the hiring and employment of immediate family in permanent positions within the same work unit. "Immediate Family" is defined in Article VII, Section 12. The TJCOG also prohibits the employment of any person into a permanent position who is an immediate family member of individuals holding the following positions: TJCOG Board Member, TJCOG Executive Director, or Finance Officer. Otherwise, the TJCOG will consider employing family members or related persons in the service of the TJCOG, provided that such employment does not:

1. result in a relative supervising relatives;
2. result in a relative auditing the work of a relative;
3. create a conflict of interest with either relative and the TJCOG; or
4. create the potential or perception of favoritism.

Section 6. Sexual Harassment

The TJCOG opposes sexual harassment by supervisors and co-workers in any form. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when 1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; 2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or 3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. Any employee who believes that he or she may have a complaint of sexual harassment may follow the Grievance Procedure described in this Policy or may file the complaint directly with the TJCOG Executive Director or any department head who will insure that an investigation is conducted into any allegation of sexual harassment and advise the employee and appropriate management officials of the outcome of the investigation.

Section 7. Acceptance of Gifts and Favors

No official or employee of the TJCOG shall accept any gift, favor or thing of value ($50 or more) that may tend to influence such employee in the discharge of the employee's duties, or grant in the discharge of duty an improper favor, service, or thing of value.

Section 8. Employee Performance and Development Plans

Prior to the beginning of each fiscal year Supervisors and/or Department Heads shall develop individual Employee Performance and Development Plans for each employee. The plans will specify expectations for employee performance and professional development. These plans shall be documented in writing and placed in the employee's personnel file. Supervisors shall conduct periodic performance conferences with each employee to review performance and make modifications to plans as needed based upon changing circumstances. Procedures for Employee Performance and Development Plans and conducting employee performance conferences shall be established by the Executive Director.
Section 9. Safety

Safety is the responsibility of both the TJCOG and employees. It is the policy of the TJCOG to establish a safe work environment for employees. The TJCOG shall establish a safety program including policies and procedures regarding safety practices and precautions and training in safety methods. Department Heads and supervisors are responsible for insuring the safe work procedures of all employees and providing necessary safety training programs. Employees shall follow the safety policies and procedures and attend safety training programs as a condition of employment. Employees who violate such policies and procedures shall be subject to disciplinary action up to and including dismissal.

Section 10. Substance Abuse Policy

It is the policy of TJCOG that its workplace shall be drug-free in compliance with the Drug-free Workplace Act of 1988 (PL 100-690, Title V, Subtitle D). The TJCOG may, from time to time, establish policies and procedures related to employee substance abuse in order to insure the safety and well-being of citizens and employees, and to comply with any state, federal, or other laws and regulations. TJCOG's existing "Drug Free Work Place Policy," heretofore adopted by the Board of Delegates, shall remain in full force and effect until otherwise altered or repealed by the board.
ARTICLE VI. EMPLOYEE BENEFITS

Section 1. Eligibility

All permanent full-time and part-time employees of the TJCOG are eligible for employee benefits as provided for in this policy. These benefits are subject to change at the TJCOG’s discretion. Temporary employees are eligible only for workers’ compensation.

Section 2. Group Health and Hospitalization Insurance

The TJCOG provides group health and hospitalization insurance programs for permanent full-time and part-time employees.

Permanent employees who are scheduled to work 30 hours or more per week may, if they so desire, purchase available group health through the TJCOG for themselves and/or for their qualified dependents. A pro-rated amount of the cost of coverage paid for a permanent employee shall be paid by the TJCOG with the remainder of the cost being paid by the employee. This pro-rated amount shall be based on regularly scheduled hours.

Information concerning cost and benefits shall be available to all employees from the Finance Director.

Section 3. Group Life Insurance

The TJCOG provides group life insurance for each employee at two times the employee’s annual salary rounded to the next higher $1,000 and to a maximum of $250,000. Additional coverage up to $100,000 is available and employees shall pay the full cost of this coverage.

Section 4. Other Optional Group Insurance Plans

The TJCOG may make other group insurance plans available to employees upon authorization of the TJCOG Executive Director or TJCOG Board.

Section 5. Retirement

Each permanent employee who is expected to work for the TJCOG more than 1,000 hours annually shall join the North Carolina Local Governmental Employees’ Retirement System when eligible as a condition of employment. New hires who are current members of the NC Local or State Government Employees' Retirement Systems shall be covered under the retirement system by the TJCOG on their first day of employment. A separate handbook is available from the retirement system for further reference.

Section 6. Supplemental Retirement Benefits

The TJCOG may provide supplemental retirement benefits for its permanent full and part-time employees. Each employee may receive supplemental benefits as approved by the TJCOG Board.
Section 7. Medical Insurance for Retired Employees (revised 2/22/2017)

Permanent employees who retire with TJCOG under the Local Government Employee’s Retirement System may continue health insurance for themselves under a policy selected by TJCOG and substantively equivalent to the coverage offered to current TJCOG employees. This policy continues coverage for retired employees until the retiree qualifies for Medicare, at which time Triangle J then provides a Medicare Supplement. TJCOG will pay the premium for the coverage (whether on the policy selected by TJCOG or the Medicare supplement) based on the equivalent years of service of the retired employee:

<table>
<thead>
<tr>
<th>Retire with TJCOG Service:</th>
<th>Individual Health Insurance Premium:</th>
</tr>
</thead>
<tbody>
<tr>
<td>At Least</td>
<td>Not More Than</td>
</tr>
<tr>
<td>5 years</td>
<td>10 years</td>
</tr>
<tr>
<td>10 years</td>
<td>15 years</td>
</tr>
<tr>
<td>15 years</td>
<td>20 years</td>
</tr>
<tr>
<td>20+ years</td>
<td></td>
</tr>
</tbody>
</table>

Such employees may elect to purchase health insurance coverage for their families, and shall pay the full cost of this dependent coverage. In the event of the death of a retired employee who was receiving health insurance coverage, the spouse or dependent may elect to continue coverage under the policy selected by TJCOG following the expiration of their COBRA benefits by continuing to pay the full cost of this coverage.

Editor’s Note: “Retire” as defined here, is to meet the service and age requirements to be eligible to draw a monthly allowance from the N.C. Local Government Employee’s Retirement System at the time an employee leaves employment. Triangle J’s medical insurance coverage for prescription drugs, dental, and vision care will continue to be provided by TJCOG when a retired employee moves into Medicare through the various Medicare provisions for these types of services.

Section 8. Social Security

The TJCOG, to the extent of its lawful authority and power, extends Social Security benefits for its eligible employees and eligible groups and classes of such employees.

Section 9. Workers' Compensation

All employees of the TJCOG (permanent and temporary) are covered by the North Carolina Workers' Compensation Act and are required to report all injuries arising out of and in the course of employment to their immediate supervisors at the time of the injury in order that appropriate action may be taken at once.

Responsibility for claiming compensation under the Workers' Compensation Act is on the injured employee, and such claims must be filed by the employee with the North Carolina Industrial Commission within two years from date of injury.
Section 10. Unemployment Compensation

In accordance with Public Law 94-566 and subsequent amendments, local governments are covered by unemployment insurance. TJCOG employees who are terminated due to a reduction in force or released from TJCOG service may apply for benefits through the local Employment Security Commission office, where a determination of eligibility will be made.

Section 11. Tuition Assistance Program

Full-time employees who have completed initial probation may apply for tuition reimbursement for courses taken on their own time, which will improve their skills for their current job or prepare them for promotional opportunities within the TJCOG service. Tuition, registration, fees, laboratory fees, and student fees are eligible expenses. Employees may be reimbursed eligible expenses up to a total of five hundred dollars ($500) per fiscal year. Satisfactory completion of the courses will be required for reimbursement. Requests for tuition assistance shall be submitted to the Department Head prior to course registration and are subject to the review and approval of Department Head and TJCOG Executive Director, subject to availability of funds.

Section 12. Commuters Benefits – Best Workplaces for Commuters Program

It is the policy of Triangle J to participate in and be a part of the national Best Workplaces for Commuters (BWC) Program as sponsored by the United States Environmental Protection Agency (EPA). The executive director is hereby authorized to establish and maintain employee benefits necessary to satisfy requirements of the BWC Program to qualify the Council as a Best Workplace for Commuters. The provision of such benefits must be consistent with the requirements of the BWC Program and shall conform to the availability of funds within the annual budget of Triangle J as approved by the Board of Delegates.
ARTICLE VII. HOLIDAYS AND LEAVES OF ABSENCE

Section 1. Policy
The policy of the TJCOG is to provide vacation, sick leave, and holiday leave to all permanent employees, and to provide proportionately equivalent amounts to employees having average work weeks of different lengths. Employees shall accrue leave proportionately with each payroll.

Section 2. Holidays
The following days, and other such days as the TJCOG Board may designate, are holidays with full pay for employees and officers of the TJCOG:

- New Year's Day
- Martin Luther King's Birthday
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Thursday & Friday
- Christmas (two to three days)

Christmas holidays will be three days except when Christmas day falls on Saturday or Sunday when two holidays will be granted. The actual holidays to be observed will be published by the Executive Director by July 15 of each year.

When any recognized holiday other than Christmas falls on Saturday or Sunday, the following Monday will be the designated holiday.

Section 3. Holidays: Effect on Other Types of Leave
Regular holidays which occur during a vacation, sick or other leave period of any employee shall not be considered as vacation, sick, or other leave.

Section 4. Vacation Leave
Vacation leave may be used for rest and relaxation, school appointments, medical appointments, and other personal needs.

Section 5. Vacation Leave: Use by Probationary Employees
Employees serving a probationary period following initial employment may accumulate vacation leave but shall not be permitted to take vacation leave during the first six months of the probationary period, except by approval of the Executive Director. Employees shall be allowed to take accumulated vacation leave after six months of service.
Section 6. Vacation Leave: Accrual Rate

Each permanent full and part-time employee of the TJCOG shall earn vacation leave on a bi-weekly basis based upon the following accrual schedule, prorated by the average number of hours in the workweek:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Days Accrued Per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 – 2</td>
<td>10</td>
</tr>
<tr>
<td>2 – 4</td>
<td>12</td>
</tr>
<tr>
<td>5 – 9</td>
<td>15</td>
</tr>
<tr>
<td>10 – 14</td>
<td>18</td>
</tr>
<tr>
<td>15 – 19</td>
<td>21</td>
</tr>
<tr>
<td>20 plus</td>
<td>24</td>
</tr>
</tbody>
</table>

Effective January 1, 2013, for recruitment purposes, first year employees will be credited with 10 days of vacation leave upon their initial date of employment prorated by the average number of hours they are scheduled to work per week. If an employee voluntarily resigns or is terminated from employment within the first year TJCOG will deduct from the employee’s final salary payment the dollar value of any vacation hours used in excess of the normal first year bi-weekly accrual rate.

Section 7. Vacation Leave: Maximum Accumulation

Vacation leave may be accumulated without any applicable maximum until the last payroll in the calendar year. Any employee with more than 240 hours of vacation leave shall have excess hours removed from vacation and shall be added to the employee’s sick leave balance.

Employees are cautioned not to retain excess accumulated vacation leave until late in the year. Because of the necessity to keep all functions in operation, large numbers of employees cannot be granted vacation leave at any one time. If an employee has excess leave accumulation during the latter part of the year and is unable to take such leave because of staffing demands, the employee shall receive no special consideration either in having vacation leave scheduled or in receiving any exception to the maximum accumulation.

Section 8. Vacation Leave: Manner of Taking

Employees shall be granted the use of earned vacation leave upon request in advance at those times designated by the Department Head which will least obstruct normal operations of the TJCOG. Department heads are responsible for insuring that approved vacation leave does not hinder the effectiveness of service delivery. Vacation may be taken in quarter hour (1/4 hour) increments for FLSA non-exempt positions. FLSA exempt positions must take vacation leave in whole day increments.

Section 9. Vacation Leave: Payment upon Separation

An employee who has successfully completed the probationary period will normally be paid for accumulated vacation leave upon separation, provided notice is given to the supervisor at least two weeks in advance of the effective date of resignation. Any employee failing to give the notice required by this section shall forfeit payment for accumulated leave. The notice requirement may be waived by the TJCOG Executive Director when deemed to be in the best interest of the TJCOG. Employees who are involuntarily separated shall receive payment for accumulated vacation.
Section 10. Vacation Leave: Payment upon Death

The estate of an employee who dies while employed by the TJCOG shall be entitled to payment of all the accumulated vacation leave credited to the employee's account not to exceed the maximums established in Section 7 of this Article.

Section 11. Sick Leave

Sick leave may be granted to an employee absent from work for any of the following reasons: sickness, bodily injury, medical or dental examinations or treatment, or exposure to a contagious disease, when continuing work might jeopardize the health of others. Sick Leave may be taken in quarter hour (1/4 hour) increments.

Sick leave may be used when an employee must care for a member of his or her immediate family who is ill.

Sick leave may also be used for death in the employee's immediate family, but may not exceed five days for any one occurrence. The actual number of days is subject to the approval of the Executive Director. Additional leave time required for such occurrence may be charged to vacation or other approved leave such as compensatory time when approved by the TJCOG Executive Director.

Sick leave may also be used to supplement Workers' Compensation Disability Leave both during the waiting period before Workers' compensation benefits begin, and afterward to supplement the remaining one third of salary, except that employee may not exceed the regular gross salary amount using this provision.

"Immediate family" shall be defined as spouse, child, parent or step-parent, brother, sister, grandparent, grandchild, son-in-law, daughter-in-law, mother-in-law or father-in-law, of the employee, or guardian. Step relationships of the previous list are also part of this definition. Other relationships may be added with the approval of the Executive Director.

Notification of the desire to take sick leave shall be submitted to the employee's supervisor prior to the leave or according to departmental procedures.

Section 12. Sick Leave: Accrual Rate and Accumulation

Sick leave shall accrue at a rate of one day per month of service or twelve days per year. Sick leave for full-time and part-time employees working other than the basic work schedule shall be pro-rated as described in this Article. Sick leave will be cumulative for an indefinite period of time and may be converted upon retirement for service credit consistent with the provisions of the North Carolina Local Government Employees' Retirement System.

All sick leave accumulated by an employee shall end and terminate without compensation when the employee resigns or is separated from the TJCOG, except as stated for employees retiring or terminated due to reduction in force.
Section 13. Sick Leave: Transfer

Employees joining TJCOG from positions in other jurisdictions which are members of the North Carolina Local Government Retirement System or a North Carolina State Employee Retirement System may request that their accumulated sick leave be transferred to TJCOG. Up to 240 hours of sick leave may be transferred.

Section 13a. Sick Leave: Donation

Voluntary shared leave allows one employee to assist another employee in the case of a prolonged medical condition that exhausts the employee's available leave and would otherwise force the employee to be placed in leave without pay status, resulting in a loss of income and benefits. The receiving of shared leave must be approved by both the department head and Executive Director and is subject to denial. An employee must fill out an application with the Human Resource Officer to be considered for shared leave. Eligibility Requirements are outlined below.

The recipient must meet the following requirements:
- has successfully completed the probationary period;
- has a personal medical condition that requires absence from work for more than three consecutive work days as certified by a physician;
- has exhausted all sick leave, annual leave, and compensatory leave time;
- cannot receive more leave than needed for the medical condition as stated in writing by the employee’s physician; and
- has not received shared leave within the past twelve months.

The donor must meet the following requirements:
- has successfully completed the probationary period;
- retains, after the donation, a combined annual leave and sick leave balance of no less than 240 hours;
- understands that the leave is irrevocable.

Employees out on workers’ compensation leave or employees receiving disability insurance benefits are not eligible for shared leave. Leave is available for use on a current basis and is not retroactive beyond the current pay period. Leave donations will be kept confidential unless otherwise requested by the donor.

Section 14. Sick Leave: Medical Certification

The employee's supervisor or Department Head may require a physician's certificate stating the nature of the employee's illness and the employee's capacity to resume duties, for each occasion on which an employee uses sick leave or whenever the supervisor observes a "pattern of absenteeism." The employee may be required to submit to such medical examination or inquiry as the Department Head deems desirable. The Department Head shall be responsible for the application of this provision to the end that:

1. Employees shall not be on duty when they might endanger their health or the health of other employees; and
2. There will be no abuse of leave privileges.
Claiming sick leave under false pretense to obtain a day off with pay shall subject the employee to disciplinary action up to and including dismissal.

Section 15. Leave Pro-rated

Holiday, annual, and sick leave earned by full-time and part-time employees with fewer or more hours than the basic work week shall be determined by the following formula:

1. The number of hours worked by such employees shall be divided by the number of hours in the basic work week (usually 37.5 hours).
2. The proportion obtained in step 1 shall be multiplied by the number of hours of leave earned annually by employees working the basic work week.
3. The number of hours in step 2 divided by 12 shall be the number of hours of leave earned monthly by the employees concerned.

Section 16. Family and Medical Leave

The TJCOG will grant up to 12 weeks of family and medical leave during any 12 month period to eligible employees in accordance with the Family and Medical Leave Act of 1993 (FMLA). The leave may be paid (coordinated with the TJCOG’s Vacation and Sick Leave policies), unpaid, or a combination of paid and unpaid. Unpaid leave will be granted only when the employee has exhausted all appropriate types of paid leave. Additional time away from the job beyond the 12 week period may be approved in accordance with the TJCOG’s Leave without Pay policy.

To qualify for FMLA coverage, the employee must have worked for the employer 12 months or 52 weeks; these do not have to be consecutive. However, the employee must have worked 1,250 hours during the twelve month period immediately before the date when the FMLA time begins.
Family and medical leave can be used for the following reasons:
1. the birth of a child and in order to care for that child;
2. the placement of a child for adoption or foster care;
3. to care for a spouse, child, or parent with a serious health condition; or
4. the serious health condition of the employee.

A serious health condition is defined as a condition which requires inpatient care at a hospital, hospice, or residential medical care facility, or a condition which requires continuing care by a licensed health care provider. This policy covers illness of a serious and long-term nature resulting in recurring or lengthy absences. Generally, a chronic or long term health condition which results in a period of incapacity or more than three days would be considered a serious health condition.

If a husband and wife both work for the TJCOG and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (not parent in-law) with a serious health condition, the husband and wife together may only take a total of 12 weeks leave under FMLA.

An employee taking leave for the birth of a child may use paid sick leave for the period of actual disability, based on medical certification. The employee shall then use any paid sick, vacation, accumulated compensatory time, and leave without pay for the remainder of the 12 week period.

The request for the use of leave must be made in writing by the employee and approved by the department head or TJCOG Executive Director.

An employee who takes leave under this policy will return to the same job or a job with equivalent status, pay, benefits, and other employment terms. The position will be the same or one which entails substantially equivalent skill, effort, responsibility, and authority.

The TJCOG has adopted the “rolling backward” method of calculating the Family and Medical Leave year. Under the “rolling” method, an employee's Family and Medical Leave entitlement is measured by looking back 12 months from the date of any Family and Medical Leave request. For example, if Family and Medical Leave is requested on July 1, the employee's Family and Medical Leave balance will be determined by looking back to see how much Family and Medical Leave has already been used over the previous 12 months.

Section 17. Medical and Family Leave - Certification

In order to qualify for leave under this law, the TJCOG requires medical certification. This statement from the employee's or the family member's physician should include the date when the condition began, its expected duration, diagnosis, and brief statement of treatment. For the employee's own health condition, it should state that the employee is unable to perform the essential functions of his/her position. For a seriously ill family member, the certification must include a statement that the patient requires assistance and the employee's presence would be beneficial or desirable.

This certification should be furnished at least 30 days prior to the needed leave unless the employee's or family member's condition is a sudden one. The certification should be furnished as soon as possible (no longer than 15 days from the date of the employee's request). The certification and request must be made to the department head and filed with the Finance Director.
The employee is expected to return to work at the end of the time frame stated in the medical certification, unless he/she has requested additional time in writing under the TJCOG’s Leave Without Pay policy.
Section 18. Leave Without Pay

A permanent employee may be granted a leave of absence without pay for a period of up to twelve months by the TJCOG Executive Director. The leave shall be used for reasons of personal disability after both sick leave and vacation have been exhausted, sickness or disability of immediate family members, continuation of education, special work that will permit the TJCOG to benefit by the experience gained or the work performed, or for other reasons deemed justified by the TJCOG Executive Director.

The employee shall apply in writing to the supervisor for leave. The employee is obligated to return to duty within or at the end of the time determined appropriate by the TJCOG Executive Director. Upon returning to duty after being on leave without pay, the employee shall be entitled to return to the same position held at the time leave was granted or to one of like classification, seniority, and pay. If the employee decides not to return to work, the supervisor shall be notified immediately. Failure to report at the expiration of a leave of absence, unless an extension has been requested, shall be considered a resignation.

Section 19. Family Medical Leave and Leave Without Pay: Retention and Continuation of Benefits

When an employee is on leave under FMLA (maximum of 12 weeks in a year), the TJCOG will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work. If an employee chooses not to return to work for reasons other than a continued serious health condition, the TJCOG will require the reimbursement of the amount paid for the employee's health insurance premium during the FMLA leave period.

Other insurance and payroll deductions are the responsibility of the employee and the employee must make those payments for continued coverage of that benefit.

An employee ceases to earn leave credits on the date leave without pay begins. The employee may continue to be eligible for benefits under the TJCOG's group insurance plans at his or her own expense, subject to any regulation adopted by the TJCOG Board and the regulations of the insurance carrier.

Section 20. Workers' Compensation Leave

An employee absent from duty because of sickness or disability covered by the North Carolina Workers' Compensation Act may elect to use accrued sick leave, vacation, or compensatory time during the first waiting period. The employee may also elect to supplement workers' compensation payments after they begin with sick leave, vacation, or compensatory time, provided that the combination of leave supplement and workers’ compensation payments does not exceed normal compensation. An employee on workers' compensation leave may be permitted to continue to be eligible for benefits under the TJCOG's group insurance plans. When workers' compensation leave extends long enough for the waiting period to be reimbursed, the employee shall return the reimbursement check to the TJCOG and have leave hours reinstated for all time covered by paid leave. In such cases, the TJCOG will pay the employee for any unpaid time that is owed the employee.
Section 21. Military Leave

Regular employees who are members of an Armed Forces Reserve organization or National Guard shall be granted two calendar weeks per year for military leave without pay. On rare occasions due to annual training being scheduled on a federal fiscal year basis, an employee may be required to attend two periods of training in one calendar year. For this purpose only, an employee shall be granted an additional ten days of military leave during the same calendar year. If the compensation received while on military leave is less than the salary that would have been earned during this same period as a TJCOG employee, the employee shall receive partial compensation equal to the difference. The effect will be to maintain the employee's salary at the normal level during this period. If such duty is required beyond these ten workdays, the employee shall be eligible to take accumulated vacation leave or be placed in a leave without pay status, and the provisions of that leave shall apply. While taking military leave, the employee's leave credits and other benefits shall continue to accrue as if the employee physically remained with the TJCOG during this period. Employees who are eligible for military leave have all job rights specified by the Vietnam Veterans Readjustment Act.

Section 22. Reinstatement Following Military Service.

An employee called to extended active duty with the United States military forces, who does not volunteer for service beyond the period for which called, shall be reinstated with full benefits provided the employee:

1. Applies for reinstatement within ninety days after the release from military service; and
2. Is able to perform the duties of the former position or similar position; or
3. Is unable to perform the duties of the former position or a similar position due to disability sustained as a result of the military service, but is able to perform the duties of another position in the service of the TJCOG. In this case the employee shall be employed in such other position as will provide the nearest approximation of the seniority, status, and pay which the employee otherwise would have been provided, if available.

Section 23. Civil Leave

A TJCOG employee called for jury duty or as a court witness for the federal or state governments, or a subdivision thereof, shall receive leave with pay for such duty during the required absence without charge to accumulated leave. The employee may keep fees and travel allowances received for jury or witness duty in addition to regular compensation; except, that employees must turn over to the TJCOG any witness fees or travel allowance awarded by that court for court appearances in connection with official TJCOG duties. While on civil leave, benefits and leave shall accrue as though on regular duty.
Section 24. Parental School Leave

A TJCOG employee who is a parent, guardian, or person standing in loco parentis (in place of the parent) may take up to four hours of unpaid leave annually to involve him or herself in school activities of his or her child. This leave is subject to the three following conditions:

1. The leave must be taken at a time mutually agreed upon by the employee and the TJCOG;
2. The TJCOG may require the employee to request the leave in writing at least 48 hours prior to the time of the desired leave; and
3. The TJCOG receives written verification from the child’s school that the employee was involved at the school during the leave time granted.

Paid leave taken by an employee to attend to school activities of his or her child shall count towards the fulfillment of this provision by the Triangle J Council of Governments.

Section 25. Administrative Leave

Administrative leave with pay may be authorized by the Executive Director for purposes considered to be in the public interest, in severe weather conditions, in cases of civil disturbances, emergency closure paid leave for up to thirty days, or longer, as authorized by public health authorities in the case of a pandemic or in such other circumstances as good judgment and common practice would dictate.

Section 26. Short-Term Disability Coverage

The short-term disability benefit provided by TJCOG is an employer-funded plan providing income replacement for employees unable to work due to illness, pregnancy or injury.

A weekly short-term disability benefit is provided for each employee that qualifies for health insurance at no cost to the employee. This benefit starts on the eighth day of a non-work-related disability and continues for a maximum of 26 weeks. To be eligible for these benefits, the employee must be “continuously disabled so as to be actually prevented from the performance of every duty of his or her occupation.” The benefit payment is 60 percent of the employee’s basic weekly salary.

When an employee is on Family and Medical Leave and Short-Term Disability concurrently, TJCOG will continue the employee’s health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work. The other 40% of insurance and payroll deductions are the responsibility of the employee and the employee must make those payments for continued coverage of that benefit.

An employee on either Family and Medical Leave and TJCOG-provided Short-Term Disability may, but is not required to, use accrued vacation leave, sick leave or comp time to supplement the disability benefit with 40 percent leave. If the employee elects to supplement, then benefit coverage would remain as if the employee had continued to work and no reimbursement payments would be necessary.

When the employee is only on Short-Term Disability after Family and Medical Leave expires and does not supplement with leave, the employee is responsible for 40% of all the employer paid benefits. The
employee must make payments for continued coverage health insurance benefits, as well as all other benefits.
ARTICLE VIII. SEPARATION AND REINSTATEMENT

Section 1. Types of Separations

All separations of employees from positions in the service of the TJCOG shall be designated as one of the following types and shall be accomplished in the manner indicated: Resignation, reduction in force, disability, voluntary retirement, dismissal, or death.

Section 2. Resignation

An employee may resign by submitting the reasons for resignation and the effective date in writing to the immediate supervisor as far in advance as possible. In all instances, the minimum notice requirement is two weeks. Failure to provide minimum notice shall result in forfeiture of payment for accumulated vacation unless the notice is waived upon recommendation of the Department Head and approval by the TJCOG Executive Director.

Three consecutive days of absence without contacting the immediate supervisor or Department Head may be considered to be a voluntary resignation. Sick leave will only be approved during the final two weeks of a notice with a physician's certification or comparable documentation.

Section 3. Reduction in Force.

In the event that a reduction in force becomes necessary, consideration shall be given to the quality of each employee's performance, organizational needs, and seniority in determining those employees to be retained. Employees who are separated because of a reduction in force shall be given at least 30 days notice of the anticipated action. No regular employee shall be separated because of a reduction in force while there are temporary or probationary employees serving in the same class in the department, unless the regular employee is not willing to transfer to the position held by the temporary or probationary employee.

Section 4. Disability

An employee who cannot perform the required duties because of a physical or mental impairment may be separated for disability. Prior to such separation, the TJCOG will investigate all possibilities for reasonable accommodation and/or transfer. Action may be initiated by the employee or the TJCOG. In cases initiated by the employee, such action must be accompanied by medical evidence acceptable to the TJCOG Executive Director. The TJCOG may require an examination, at the TJCOG's expense, performed by a physician of the TJCOG's choice.

Section 5. Voluntary Retirement

An employee who meets the conditions set forth under the provision of the North Carolina Local Government Employee's Retirement System may elect to retire and receive all benefits earned under the retirement plan.
Section 6. Death

Separation shall be effective as of the date of death. All compensation due shall be paid to the estate of the employee.

Section 7. Dismissal

An employee may be dismissed in accordance with the provisions and procedures of Article IX.

Section 8. Reinstatement

An employee who is separated because of reduction in force may be reinstated within one year of the date of separation, upon recommendation of the Department Head, and upon approval of the TJCOG Executive Director. An employee who is reinstated in this manner shall be re-credited with his or her previously accrued sick leave.

Section 9. Rehiring

An employee who resigns while in good standing may be rehired with the approval of the TJCOG Executive Director, subject to all of the provisions of rules and regulations of this Policy. An employee who is rehired in this manner shall be re-credited with his or her previously accrued sick leave and will resume vacation leave accrual at the rate earned prior to separation if rehired within five years of separation. An employee in good standing who is separated due to a reduction in force shall be given the first opportunity to be rehired in the same or a similar position.
ARTICLE IX. UNSATISFACTORY JOB PERFORMANCE AND DETRIMENTAL PERSONAL CONDUCT

Section 1. Disciplinary Action for Unsatisfactory Job Performance

A regular employee may be placed on disciplinary suspension, demoted, or dismissed for unsatisfactory job performance, if after following the procedure outlined below, the employee's job performance is still deemed to be unsatisfactory. All cases of disciplinary suspension, demotion, or dismissal must be approved by the TJCOG Executive Director prior to giving final notice to the employee.

Section 2. Unsatisfactory Job Performance Defined

Unsatisfactory job performance includes any aspects of the employee's job which are not performed as required to meet the standards set by the Department Head. Examples of unsatisfactory job performance include, but are not limited to, the following:

1. Demonstrated inefficiency, negligence, or incompetence in the performance of duties;
2. Careless, negligent or improper use of TJCOG property or equipment;
3. Physical or mental incapacity to perform duties after reasonable accommodation;
4. Discourteous treatment of the public or other employees;
5. Absence without approved leave;
6. Improper use of leave privileges;
7. Pattern of failure to report for duty at the assigned time and place;
8. Failure to complete work within time frames established in work plan or work standards; or
9. Failure to meet work standards over a period of time.

Section 3. Communication and Warning Procedures Preceding Disciplinary Action for Unsatisfactory Job Performance

When an employee's job performance is unsatisfactory, or when incidents or inappropriate actions warrant, the supervisor should meet with the employee as soon as possible in one or more counseling sessions to discuss specific performance problems. A brief summary of these counseling sessions should be noted in the employee's file by the supervisor. An employee whose job performance is unsatisfactory over a period of time should normally receive at least two written warnings from the supervisor, one of which may be the final written warning, before disciplinary action is taken. In each case, the supervisor should record the dates of discussions with the employee, the performance deficiencies discussed, the corrective actions recommended, and the time limits set. If the employee's performance continues to be unsatisfactory, then the supervisor should use the following steps:

1. A final written warning from the supervisor serving notice upon the employee that corrected performance must take place immediately in order to avoid suspension, demotion, or dismissal.
2. If performance does not improve, a written recommendation should be sent to the department head or TJCOG Executive Director for disciplinary action such as suspension, demotion, or dismissal. Disciplinary suspensions should not generally exceed three days for nonexempt employees. FLSA requires that exempt employees not be suspended for less than one week if they are to retain their exempt status.
Section 4. Disciplinary Action for Detrimental Personal Conduct

With the approval of the TJCOG Executive Director, an employee may be placed on disciplinary suspension, demoted, or dismissed without prior warning for causes relating to personal conduct detrimental to TJCOG service in order to 1) avoid undue disruption of work; 2) to protect the safety of persons or property; or 3) for other serious reasons. Disciplinary suspension should not normally exceed three days (usually 24 hours).

Section 5. Detrimental Personal Conduct Defined

Detrimental personal conduct includes behavior of such a serious detrimental nature that the functioning of the TJCOG may be or has been impaired; the safety of persons or property may be or have been threatened; or the laws of any government may be or have been violated. Examples of detrimental personal conduct include, but are not limited to, the following:

1. Fraud or theft;
2. Conviction of a felony or the entry of a plea of nolo contendere thereto;
3. Falsification of records for personal profit, to grant special privileges, or to obtain employment;
4. Misuse or gross negligence in the handling of TJCOG funds;
5. Willful or wanton damage or destruction to property;
6. Willful or wanton acts that endanger the lives and property of others;
7. Possession of unauthorized firearms or other lethal weapons on the job;
8. Brutality in the performance of duties;
9. Reporting to work under the influence of alcohol or drugs or partaking of such while on duty. (Prescribed medication may be taken within the limits set by a physician as long as medically necessary;)
10. Engaging in incompatible employment or serving a conflicting interest;
11. Request or acceptance of gifts in exchange for favors or influence;
12. Engaging in political activity prohibited by this policy;
13. Harassment of an employee or the public with threatening or obscene language and/or gestures;
14. Harassment of an employee and/or the public on the basis of sex or any other protected class status, or
15. Stated refusal to perform assigned duties or flagrant violation of work rules and regulations.

Section 6. Pre-dismissal Conference.

Before dismissal action is taken, whether for failure in personal conduct or failure in performance of duties, the TJCOG Executive Director or a Department head will conduct a pre-dismissal conference. At this conference, the employee may present any response to the proposed dismissal to the TJCOG Executive Director or Department Head. The TJCOG Executive Director or Department Head will consider the employee's response, if any, to the proposed dismissal, and will, within three working days following the pre-dismissal conference, notify the employee in writing of the final decision. If the employee is dismissed, the notice shall contain a statement of the reasons for the action and the employee's appeal rights under the TJCOG's grievance procedure.
Section 7. Non-Disciplinary Suspension

During the investigation, hearing, or trial of an employee on any criminal charge, or during an investigation related to alleged detrimental personal conduct, or during the course of any civil action involving an employee, when suspension would, in the opinion of the Department Head, be in the best interest of the TJCOG, the Department Head may suspend the employee for part or all of the proceedings as a non-disciplinary action. In such cases, the Department Head may:

1. Temporarily relieve the employee of all duties and responsibilities and place the employee on paid or unpaid leave for the duration of the suspension, or
2. Assign the employee new duties and responsibilities and allow the employee to receive such compensation as is in keeping with the new duties and responsibilities.

If the employee is reinstated following the suspension such employee shall not lose any compensation or benefits to which otherwise the employee would have been entitled had the suspension not occurred. If the employee is terminated following suspension, the employee shall not be eligible for any pay from the date of suspension; provided, however, all other benefits with the exception of accrued vacation and sick leave shall be maintained during the period of suspension.
ARTICLE X. GRIEVANCE PROCEDURE AND ADVERSE ACTION APPEAL

Section 1. Policy

It is the policy of the TJCOG to provide a just procedure for the presentation, consideration, and disposition of employee grievances. The purpose of this article is to outline the procedure and to assure all employees that a response to their complaints and grievances will be prompt and fair.

Employees utilizing the grievance procedures shall not be subjected to retaliation or any form of harassment from supervisors or employees for exercising their rights under this policy. Supervisors or other employees who violate this policy shall be subject to disciplinary action up to and including dismissal from TJCOG service.

Section 2. Grievance Defined

A grievance is a claim or complaint by an employee based upon an event or condition, which affects the circumstances under which an employee works, allegedly caused by misinterpretation, unfair application, or lack of established policy pertaining to employment conditions.

Section 3. Purposes of the Grievance Procedure

The purposes of the grievance procedure include, but are not limited to:

1. Providing employees with a procedure by which their complaints can be considered promptly, fairly, and without reprisal;
2. Encouraging employees to express themselves about the conditions of work which affect them as employees;
3. Promoting better understanding of policies, practices, and procedures which affect employees;
4. Increasing employees' confidence that personnel actions taken are in accordance with established, fair, and uniform policies and procedures; and
5. Increasing the sense of responsibility exercised by supervisors in dealing with their employees.

Section 4. Procedure

When an employee has a grievance, the following successive steps are to be taken unless otherwise provided. The number of calendar days indicated for each step should be considered the maximum, unless otherwise provided, and every effort should be made to expedite the process. However, the time limits set forth may be extended by mutual consent. The last step initiated by an employee shall be considered to be the step at which the grievance is resolved. A decision to rescind a disciplinary suspension, demotion or dismissal must be approved by the TJCOG Executive Director before the decision becomes effective. Mediation may be used at any step in the process.
Informal Resolution. Prior to the submission of a formal grievance, the employee and supervisor should meet to discuss the problem and seek to resolve it informally. Either the employee or the supervisor may seek other forms of mediation as a resource to help resolve the grievance. Mediation may also be used at any point in the process upon mutual agreement by affected parties.

Step 1. If no resolution to the grievance is reached informally, the employee who wishes to pursue a grievance shall present the grievance to the appropriate supervisor (the person who took the action which created the grievance issue; could be immediate supervisor, division head, department head, etc.) in writing. The grievance must be presented within seven calendar days of the event or within seven calendar days of learning of the event or condition. The supervisor shall respond to the grievance within seven calendar days after receipt of the grievance. The supervisor should, and is encouraged to, consult with any employee of the TJCOG in order to reach a correct, impartial, fair and equitable determination or decision concerning the grievance. Any employee consulted by the supervisor is required to cooperate to the fullest extent possible.

The response from the supervisor for each step in the formal grievance process shall be in writing and signed by the supervisor. In addition, the employee shall sign a copy to acknowledge receipt thereof. The responder at each step shall send copies of the grievance and response to the Executive Director.

Step 2. If the grievance is not resolved to the satisfaction of the employee by the supervisor, the employee may appeal in writing, to the next level supervisor (Division Head, Department Head, TJCOG Executive Director, etc.) within seven calendar days after receipt of the response from Step 1. The next level supervisor shall respond to the appeal, stating the determination of decision within seven calendar days after receipt of the appeal.

Step 3. If the grievance is not resolved to the satisfaction of the employee at the end of Step 2, the employee may appeal in writing, to the TJCOG Executive Director within seven calendar days after receipt of the response from Step 2. The TJCOG Executive Director shall respond to the appeal, stating the determination of decision within seven calendar days after receipt of the appeal. The TJCOG Executive Director's decision shall be the final decision. The TJCOG Executive Director would notify the TJCOG Board of any grievances involving impending legal action.

Section 5. Grievance and Adverse Action Appeal Procedure for Discrimination

When an employee, former employee, or applicant, believes that any employment action discriminates illegally (i.e. is based on age, sex, race, color, national origin, religion, creed, political affiliation, or non-job related handicap), he or she has the right to appeal such action using the grievance procedure outlined in this Article (Section 4 above). While such persons are encouraged to use the grievance procedure, they shall also have the right to appeal directly to the TJCOG Executive Director. Employment actions subject to appeal because of discrimination include promotion, training, classification, pay, disciplinary action, transfer, layoff, failure to hire, or termination of employment. An employee or applicant should appeal an alleged act of discrimination within thirty calendar days of the alleged discriminatory action, but may appeal for up to six months following the action.
ARTICLE XI. RECORDS AND REPORTS

Section 1. Personnel Actions

The Finance Director, with the approval of the TJCOG Executive Director, will prescribe necessary forms and reports for all personnel actions and will retain records necessary for the proper administration of the personnel system. There shall be one set of official personnel files, centrally located. Any document not located there is not an official part of that employee’s personnel record. These files shall contain documents such as employment applications and related materials, records of personnel actions, documentation of employee warnings, disciplinary actions, performance evaluations, retirement and insurance records, letters of recommendation, and other personnel-related documents.

Section 2. Remedies of Employees Objecting to Material in File

An employee who objects to material in his/her file may place a statement in the file relating to the material considered to be inaccurate or misleading. The employee may seek removal of such material in accordance with established grievance procedures.
Administrative Directives Approved by the Executive Director

The following policies and exhibits detail the various administrative directives and actions taken by Triangle J’s Executive Director regarding the TJCOG Personnel Policy. These directives and policies set forth related personnel actions necessary to the proper maintenance and administration of Triangle J’s personnel system as authorized by the Executive Director per said policy.

<table>
<thead>
<tr>
<th>Policy Number</th>
<th>Policy</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>TJ – A</td>
<td>Adverse weather and emergency closings</td>
<td>September 2009</td>
</tr>
<tr>
<td>TJ – B</td>
<td>Commuters Benefits – BWC</td>
<td>August 25, 2004</td>
</tr>
<tr>
<td>TJ – C</td>
<td>Drug-Free Awareness Policy</td>
<td></td>
</tr>
<tr>
<td>TJ – 1000</td>
<td>Cellular Phone Policy</td>
<td>Revised - Jan 1, 2011</td>
</tr>
<tr>
<td>TJ – 1001</td>
<td>Flexible Workweek Policy</td>
<td>July 2009</td>
</tr>
<tr>
<td>TJ – 1005</td>
<td>Telework Agreement</td>
<td>July 2009</td>
</tr>
<tr>
<td>TJ – 1006</td>
<td>Internet Use Guidelines</td>
<td>October 2009</td>
</tr>
<tr>
<td>TJ – 1007</td>
<td>Special Pay Band Increases</td>
<td>May 3, 2010</td>
</tr>
<tr>
<td>TJ – 1008</td>
<td>FLSA Exempt Policy</td>
<td>Jan 1, 2011</td>
</tr>
</tbody>
</table>
STANDARD PROCEDURE

SUBJECT: **Adverse Weather and Emergency Closings**  
Effective Date: 1/1/2005

Department: Administration  
Policy No: TJ - A

Revised by: Lee Worsley, Executive Director  
Revised: 11/7/2016

Approved by: Lee Worsley, Executive Director  
# of Pages: 2

PURPOSE: The purpose of this policy is to establish administrative guidelines for releasing employees from work and accounting for that time when:

- Emergency conditions necessitate the closing of Triangle J’s offices or curtailing of operations, or
- Adverse weather or other conditions of a serious nature prohibit some employees from reporting to work but do not necessitate the closing of the office.

EMPLOYEES COVERED: These guidelines apply to all Triangle J permanent full and part time employees. Contractors and temporary employees performing services for Triangle J should call the numbers below to determine if there is an office closure.

OVERVIEW: It is the responsibility of all employees to make a good faith effort to come to work during times of adverse weather or other conditions of a serious or emergency nature. However, there may be times when conditions necessitate the closing of the office or prohibit some employees from reporting to work when the office is open.

EMERGENCY CLOSINGS: The Executive Director, or his/her designee, shall determine if emergency conditions exist that require the closing of Triangle J’s office. Should a closing be warranted the Executive Director, or his/her designee, will make decisions about operating hours affected by the closure. For purposes of these guidelines the regular workday hours are 8:30 a.m. until 5:00 p.m.

Should the decision be made to close the office during a regular workday, the Executive Director, or his/her designee, will notify all staff, via email, direct contact or other means, and will authorize employees on-site to depart.

If emergency conditions arise prior to the normal workday, the Executive Director, or his/her designee, will post a message on his/her voice mail giving announcements and instructions about the emergency, work hours, closure, and other pertinent information. Every effort will be made to post the message by 7:00 a.m. on the day of the adverse weather or emergency condition. Regardless, however, of the actual posting time every employee is responsible to call and retrieve the applicable information. Employees may
access the Executive Director’s voice mail by calling (919) 558-9395.

Non–exempt employees who feel it necessary to work (onsite or telework) during such an office closure must have supervisor approval prior to the performance of any work.

Should the office be closed in accordance with these guidelines, the closure time can be recorded on the regular time sheet on the line entitled “office closure”.

**ADVERSE WEATHER:** Employees who anticipate problems in transportation will be permitted and encouraged to avail themselves of leave privileges when encountering difficulty in reporting for work or when leaving early due to adverse weather. To cover absences during adverse weather conditions, employees may elect to use vacation leave or take leave without pay.
The following amendment to the Triangle J Personnel Policy was approved by the board on August 25, 2004:

It is the policy of Triangle J to participate in and be a part of the national Best Workplaces for Commuters (BWC) Program as sponsored by the United States Environmental Protection Agency (EPA). The executive director is hereby authorized to establish and maintain employee benefits necessary to satisfy requirements of the BWC Program to qualify the Council as a Best Workplace for Commuters. The provision of such benefits must be consistent with the requirements of the BWC Program and shall conform to the availability of funds within the annual budget of Triangle J as approved by the Board of Delegates.

With approval of this amendment, the following BWC benefits were approved for Triangle J employees by administrative action of the executive director in accordance with said policy. Please note that application of these benefits are subject to oversight and accountability directives that may be deemed necessary to the effective and efficient administration of any given privilege offered by this policy. These actions will include, but may not be limited to, the following EPA prescribed benefits for qualifying employers in the BWC Program:

- A monthly transit/vanpool pass subsidy of at least $30, or the full cost of the pass if less than $30 (This benefit will be provided only to those employees that actually use transit and vanpool services)
- Telecommuting privileges designed to reduce commute trips on a monthly basis by at least six percent (6%) (This privilege already exists and is managed on a case by case basis with oversight by department heads to assure accountability)
- Membership in and/or participation in regional air quality programs (Triangle J already coordinates the Triangle Air Quality Work Group and participates in air quality initiatives of the area MPO’s and RPO)
- Participation in local ozone awareness programs in which Triangle J notifies employees of expected poor air quality and suggested ways employees might minimize polluting behaviors (Triangle J already provides this service to its employees)
- Ridesharing or carpool matching, either in-house or through a local regional agency (This benefit is already available through the Triangle Transit Authority)
- Preferred parking for carpools and vanpools (This benefit will be arranged with Tri Properties, Inc.)
- Employer-assisted vanpools (Currently available through the Triangle Transit Authority)
- Secure bicycle parking, showers, and lockers (Currently available)
- On-site amenities such as dry cleaning and car washing services (Currently available)
- Flexible work hours designed to ease congestions by commuters (Currently available)
- Central point of contact in charge of commuter benefits (Currently available through Triangle J’s BWC Program)
- Provide employees access to an Emergency Ride Home (ERH) program (Currently available through the Triangle Transit Authority)
It is the intent of this policy to inform all employees about the dangers of drug abuse not only in the workplace but anywhere such temptation for misuse might arise. We must all be aware of the harmful effects of the use of controlled substances without proper medical supervision. The misuse of such substances can be harmful to the health and well-being of the individual as well as to the offspring of those who become users of these substances. The effect can be far reaching and contribute to the decline of the individual both socially and with respect to the performance of duty, particularly for those of us in the public sector. In addition to these hazards, there is the potential for criminal prosecution should such misuse involve the workplace.

Employees are urged to seek counseling and assistance from medical facilities, church or civic affiliations, friends or relatives, should the need arise.

The Council is required by the Drug-Free Workplace Act of 1988 to impose a sanction or require the satisfactory participation in a drug abuse assistance or rehabilitation program by the employee who is convicted of the misuse of a controlled substance in the Council’s workplace. The Council is also required to make a good faith effort to continue to maintain a drug-free workplace through the implementation of the requirements of the Drug-Free Workplace Act of 1988. It is to this end and for the benefit of the Council’s employees that this program is instituted.
PURPOSE: The purpose of this policy is to establish a program for managing cell phone use and or allowance as an employee of Triangle J Council of Governments (hereinafter referred to as TJCOG). Cellular phone technology is a valuable communication tool and is integral to the operations of the COG. The voice functionality of cellular phones combined with other cellular features, such as messaging and access to numerous online resources, establishes the cell phone as a necessary and effective tool for certain employees of TJCOG.

DEFINITIONS:

Standard Phone: A cell phone with the standard features to allow voice calling.

Stipend/allowance: A taxable sum of money paid on a regular basis included in an employee’s paycheck.

SmartsPhone: A mobile phone offering advanced capabilities beyond a typical cell phone, often with PC-like functionality. These advanced capabilities usually include email and Internet functionality and normally require a data package to be purchased with the service providers plan. At a minimum the Smartphone must be capable of sending and receiving messages through the TJCOG’s email server.

OVERVIEW:

Fringe Benefit – Cell Phone

It is the desire of TJCOG to comply with IRS regulations under the Small Business Jobs Act of 2010 Notice 2011-72 that states in the case of an employee’s use of an employer-provided cell phone for reasons related to the employer’s trade or business, the IRS will treat such use as a working condition fringe benefit, the value of which is excludable from the employee’s income. The cell phone must be issued primarily for non-compensatory business reasons. Organizations that do not provide their employees cell phones, but instead reimburse or provide a cash allowance for cell phone use are subject to the same non-taxable fringe benefit.
MULTI-TIERED PROGRAM

In order to comply with IRS regulations; TJCOG has developed a program to offer choices to its employees based on their need for cell phones within their current job requirements. Based on the program below, employees approved for cell phone usage may request the most appropriate option. Supervisors must establish the need for cell phone and/or Smartphone functionality for each employee. VC3 may be consulted by the supervisor to assist in decision making. All requests for cellular service or benefits must be approved by each supervisor, department director and the Executive Director.

Option 1: Cell Phone Allowance/Stripend – Non-taxable

This is a non-accountable taxable plan with the following requirements:

- Employee is paid a non-taxable stipend on the first pay date of each month
  - $25.00 for a standard phone
  - $50.00 for a Smartphone
- Employee purchases a phone and plan of their choice
  - Smartphones must be chosen from a list of compatible networks and software
  - VC3 may be consulted before choosing a smartphone
- Employee agrees to allow TJCOG to publish their number internally for business purposes and to accept business calls and/or messages on the phone
- Employee and carrier is responsible for technical support of the phone, plan, and functionality
  - VC3 may be consulted to help setup the interface to TJCOG system
- Employee must retain an active cell phone contract as long as a cell phone stipend is in place. A copy of the invoice will be requested prior to approval and intermittently to verify the plan is active
- Employee will be responsible for all costs related to the phone including accessories
- If for any reason TJCOG should terminate an employee's cell phone stipend, TJCOG shall not be responsible for any costs or fees associated with ongoing service costs or contract termination fees
- If cell phone allowance/stripend is discontinued for budgetary reasons, a 60 day notice of such termination will be given by TJCOG

Suitable For:

- Employee who maintains a cell phone for personal use and does not desire to carry two phones
- Employee who needs constant communication with customers and co-workers via voice, email, and other messaging features and is frequently away from the office conducting work related business.
Option 2: Employer reimbursement

This is an accountable (non-taxable) plan with the following requirements:

- Employee must have paid or incurred phone usage expenses while performing services for TJCOG
- Employee must adequately account for these expenses within a reasonable period of time
- Employee must return any amounts in excess of actual expenses incurred if an advance was requested with a reasonable period of time
- Reasonable period of time per IRS is within 30 days after that the expense to be eligible for reimbursement.

Suitable For:

- Employee who maintains a cell phone for personal use and is occasionally away from the office conducting work related business.

Procedure:

Cell phone allowance will only be approved when, in the judgment of the department director, use of cell or smart phone is consistently and frequently needed by the employee to satisfy regular job performance expectations. An employee choosing Option 1 should complete the appropriate cell phone request form on the shared drive by filling in the required information and attaching a current copy of their cell phone bill that shows the amount paid for the plan. The request will then be reviewed for approval by each supervisor, department director and the Executive Director.

Each request for Option 1 must include the cell phone number assigned to the phone and the name of the carrier supplying the service. Once the request has been approved, it will be forwarded to payroll for processing. VC3 is available to help setup smartphones selected from Option 1 to interface to the TJCOG’s network. The employee can submit a ticket with VC3 for assistance if needed.

Under Option 2, employees submit the expense incurred for cell phone usage on their monthly expense report substantiated with receipts, or any appropriate documentation.

If an employee is out of work for more than 30 days their phone privileges must be suspended. Under Option 1, the employee’s allowance/stipend would be suspended. Under Option 2, no reimbursement will be processed. Finance will notify the responsible parties when these situations arise.

All employees who wish to receive cell phone allowance or reimbursement from Triangle J Council of Governments under this policy must agree to abide by all of the provisions of this policy. Any employee found to be out of compliance with the provisions of this policy may have their cell phone allowance or reimbursement revoked and is subject to other disciplinary measures.

Approved by:

_________________________________________  __________________________
Executive Director                                        Date
Triangle J Council of Governments supports flexible scheduling arrangements for employees to promote positive work-life balance. It will be a policy of TJCOG to promote and implement flexible scheduling as long as service levels and office coverage is maintained during regular business hours. Flexible scheduling of work hours is arranged between an employee and supervisor with the Department Director approval, providing that:

- Employees continue to work their authorized number of hours during their normal work week
- Each separate work period is structured below FLSA overtime and/or Compensatory Time levels
- All program services and coverage during normal business hours are covered adequately

Flexible workweek scheduling arrangements can be eliminated or modified at any time by the employee’s supervisor, Department Director, or Executive Director. All arrangements for flexible workweek scheduling shall be made in writing between the employee and supervisor and must be signed and approved by the Department Director.

Approved by:

Executive Director ___________________________ Date ___________________________
This agreement is between the Triangle J Council of Governments (TJCOG) and

Employee’s Name: __________________________________________ (the “employee”)

Employee’s Position: _________________________________

Effective Date: _________________________________

Telework Location: ______________________________________

____________________________________ (Street Address)

____________________________________ (City, State, Zip Code)

____________________________________ (Telephone)

If this Agreement is part of a telework trial or if the supervisor has agreed to this Telework Agreement for a predetermined period, the termination date of this Agreement is no later than

____________________________________

The parties agree as follows:

Article One: Scope of the Agreement

Triangle J Council of Governments and the employee agree that, with the approval of the Department Director, the employee may perform assigned work at locations other than the employee’s customary office at the TJCOG offices. This agreement does not create a contract of employment. The terms and conditions of employment are governed by all applicable Federal/State/TJCOG rules, laws, policies and regulations, this agreement not withstanding. If any conflict exists between this document and any rules, policies, laws and regulations, the rules, policies, laws, and regulations shall govern.

Specific conditions relating to the employee’s telework schedule will be determined by the employee and the employee’s immediate supervisor to include the tasks or assignments to be completed while teleworking. The Telework Agreement is not a basis for changing the employee’s salary, job responsibilities or benefits.
Core telework work hours and location are as follows:

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<thead>
<tr>
<th>Day</th>
<th>Hours</th>
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<td>Sunday</td>
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Situational teleworkers must submit a work schedule for supervisor approval as needed.

The employee agrees to be available during the hours of 8:30 A.M. to 5:00 P.M., or an alternative schedule as defined by his/her supervisor, on standard TJCOG work days to respond to calls, messages, or other communications directed to the employee at the telework location. At supervisors’ discretion, the employee may be required to report in person to the TJCOG office or other designated locations for meetings and other TJCOG related events.

For purposes of data collection, please provide the following information for your commute:

- The number of miles driven round-trip between home and work is: _______________
- On average, the number of minutes spent commuting from home to work is: __________
- On average, the number of minutes spent commuting from work to home is: __________

**Article Two: Work Space**

If working from home, the employee agrees to provide a designated work space at the telework location identified above for the purpose of performing work for TJCOG. The employee further agrees to maintain the telework location in a safe and responsible manner, including ensuring that the work space is in compliance with all applicable building codes. The employee agrees that TJCOG will be under no obligation to maintain or repair any structure at the telework location or the work space contained therein. All maintenance of the remote structure is the responsibility of the employee. The employee agrees not to conduct face-to-face meetings at the telework location.

The employee will apply reasonable safeguards to protect department records from unauthorized disclosure or damage. Work done at the alternate work site is considered official TJCOG business. All records, papers, and correspondence must be safeguarded and returned to the official location. Electronic files are considered official records and must be protected from unauthorized use or disclosure. Phone conversations related to confidential information will be conducted in a private area.

**Article Three: Telework Equipment**

All equipment, supplies or other property provided by TJCOG under this Agreement remain the property of TJCOG. The employee must take reasonable and prudent precautions to protect TJCOG equipment against damage, loss or abuse while in the employee’s custody. TJCOG equipment must be used for official business only. TJCOG equipment is serviced and repaired by TJCOG at TJCOG offices. TJCOG assumes no responsibility for employee-provided equipment and will not service or repair such equipment. TJCOG does not reimburse for the cost of home workspace broadband internet access.

**Article Four: Liability**

The determination of compensability for remote work site injuries/occupational disease shall be determined like any other off site location for purposes of Worker's Compensation. The employee agrees to notify the supervisor immediately of any accident or injury that occurs at the alternate work site and to comply with
TJCOG policies covering on the job injury. The employee understands that TJCOG will not be liable for any injuries to third parties or for damages to an employee’s personal or real property while the employee is working at the approved remote location.

The employee who is teleworking from a home location is strongly advised to maintain homeowner’s or occupant’s insurance coverage.

**Article Five: Dependent Care**

Both parties agree that teleworking will not be a substitution for in-home child or dependent care. If a child or dependent is present during scheduled work hours, the employee agrees to make arrangements for the care of that child or dependent. Subject to prior approval by the employee’s supervisor, the employee may provide limited care for that child or dependent while teleworking who is ill or home due to school closure.

**Article Six: Travel Expenses**

The employee will be reimbursed for private mileage when private cars are used for business purposes in accordance with TJCOG policies. Use of private cars for attendance at office meetings or reporting to work at the TJCOG office location will not be reimbursed.

**Article Seven: Work Expectations**

Consistent with this agreement, the employee pledges to make every good faith effort to perform the work required as a teleworker in a proactive, professional manner, maintaining standards of quality and service established by TJCOG. The employee further pledges to follow required work schedules and procedures as outlined by TJCOG. The employee acknowledges by signing this agreement that he/she is subject to the same performance standards and is expected to satisfy all job responsibilities and performance requirements of his or her position. The employee agrees to meet with management as often as management requests to review this Agreement, the employee’s performance, and any other reason as deemed appropriate by his or her supervisor. The employee further acknowledges that his/her performance must remain satisfactory to his/her supervisor to continue in the telework arrangement.

**Article Eight: Inspection of Work Space**

TJCOG reserves the right to inspect the employee telework location for compliance with this agreement. The employee will be given at least 24 hours notice of the inspection. The inspection must take place during the employee’s normal working hours unless mutually agreed by both parties.

I have read this Agreement and agree to the obligations, responsibilities and conditions described herein.

<table>
<thead>
<tr>
<th>Employee Name</th>
<th>Employee Signature</th>
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</thead>
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<td>Approved By:</td>
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<tr>
<td>Supervisor’s Name</td>
<td>Supervisor’s Signature</td>
<td>Date</td>
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<tr>
<td>Department Director’s Name</td>
<td>Department Director’s Signature</td>
<td>Date</td>
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</table>

cc: Personnel File
Executive Director

46
The Internet is used by all staff at Triangle J, and it is hard to imagine how any of us could perform our duties without this tool. In this document, the Internet refers to email communications, website browsing, FTP access and any other use of the Internet communication lines used by Triangle J.

This document serves to clarify acceptable and unacceptable uses of this resource.

In general, the Internet access provided by Triangle J should only be used for work purposes.

**Email**

1. Email is provided to all staff, and should only be used for work purposes.

2. Personal email should not be sent or received using a Triangle J account. Reasonable exceptions are expected and permitted, but excessive amounts of personal communication will be considered improper and may result in disciplinary action.

3. Listserv subscriptions should be limited to work-related interests. Personal, non-work related listserv subscriptions are considered improper.

4. Triangle J email may never be used for commercial purposes. This includes the sending of solicitations or spam, or other commercial, non-work related messages.

5. Email sent and received by the Triangle J mail server is public record. There is no guarantee or implication of privacy in any Triangle J email transactions.
   A. Privacy is maintained and guaranteed for ombudsman communications pertaining to Aging issues, when the subject matter is considered to be directly related to their work.
   B. Managerial communication of personnel issues is private.
   C. Communications related to the Drug Testing program are private.

6. Triangle J email communications should never be used to stalk others, post, transmit, or originate any unlawful, threatening, abusive, fraudulent, hateful, defamatory, obscene, or pornographic communication, or any communication where the message, or its transmission or distribution, would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable law.

7. If you receive an email with an attachment which you did not expect to receive, do not automatically open the attachment. Worms and viruses are oftentimes distributed as email attachments, and may appear to be from someone you know. If you cannot verify the legitimacy of the attachment with the purported sender, ask Triangle J IS staff for assistance.
8. All staff should be familiar with current public records preservation guidelines as they pertain to email. This information is available on the Triangle J intranet.

**Website Browsing and other uses of the Internet connection**

1. Website browsing capabilities are provided to all staff, and should only be used for work purposes. Occasional exceptions are expected, but frequent and excessive non-work use is unacceptable.

2. Social networking sites (Facebook, MySpace, et al) should not be utilized by staff during working hours, unless they are necessary to the work effort. The necessity should be explained to and approved by management prior to implementation.

3. Triangle J employees should not participate in Peer-To-Peer file sharing networks, such as Gnutella, Kazaa, BitTorrent, Napster, etc, as these connections provide Triangle J’s bandwidth to non-work purposes and deprive other staff of bandwidth needed for legitimate work purposes.

4. If possible, online video conferences should be announced in advance to all other staff, so that they can anticipate and work around reduced bandwidth.

5. Use of high-bandwidth recreational websites such as YouTube, gaming sites, music sites, hulu.com, etc. for non-work purposes is prohibited.

6. Caution should be exercised when utilizing high-bandwidth websites such as Google Earth, PhotoBucket, Flickr, etc. for work purposes. Be aware of when you are using excessive amounts of bandwidth. If you need help determining the amount of bandwidth you are using, contact IS staff.

7. Personal chat, IRC, Skype, Yahoo Chat and similar Internet communication programs should be limited to work purposes.

Triangle J employees shall not access or attempt to gain access to any computer account to which they are not authorized, either within Triangle J's intranet and file systems or outside of our intranet and file systems. Triangle J users also shall not intercept or attempt to intercept data transmissions of any kind to which they are not authorized.

All files downloaded from a source external to the Triangle J network that might potentially harbor a virus, Trojan horse, worm or other destructive code must be scanned, if the technology permits, for such harmful contents. It is the responsibility of Triangle J employees to help prevent the introduction or propagation of computer viruses, worms, etc. If any employee suspects they may have downloaded a virus, worm or other harmful file, they must immediately contact Triangle J's VC3 representative.

Triangle J staff are strongly encouraged to use the Internet, especially when furthering the work of the COG, or saving natural resources by reducing travel. If unavailable services are required, please contact VC3 representative for assistance.

Policies and procedures regarding the Internet Use Guidelines are subject to review and change. Triangle J staff are responsible for following all current policies and procedures.
Section 6 of the TJCOG Personnel Policy specifies that “Procedures for determining performance levels and performance pay increases or other performance-related movement within the range shall be established in procedures approved by the TJCOG Executive Director”. This administrative directive establishes criteria and procedures for special pay band increases. A special pay band increase moves an employee’s salary up to 5% higher in his/her current pay band, and is intended to recognize the employee’s superior performance and his/her acquisition and application of skills that add significant value to TJCOG. To be considered for a special pay band increase employees of TJCOG must meet at least two of the following criteria:

- The employee has demonstrated superior performance and conduct for at least two consecutive years and is expected to maintain performance and conduct at a superior level for the foreseeable future;
- The employee has demonstrated an exceptional level of initiative, dependability, problem-solving skill, technical competency, professionalism, customer-service ethic, willingness to accept responsibility, leadership, or other characteristics which merit special recognition;
- The employee has acquired and successfully applied significant new skills to his/her duties;
- The employee has assumed significantly higher-level duties and has demonstrated superior ability performing those duties;
- The employee’s current salary is at a level in the pay band that an increase would be appropriate vis-à-vis other employees in the same pay band performing comparable duties and consistent with the market value of the employee’s skills.

Nominations for a special pay band increase are made in writing by Department Directors to the Executive Director who will make the final decision based upon the availability of funds and implementation procedures he/she may establish. All non-probationary permanent full-time or permanent part-time employees of TJCOG are eligible for consideration. Employees are eligible to be nominated for a special pay band increase once per fiscal year and cannot receive an increase that will exceed the top of the pay band for their position.
Article III Section 11 of Triangle J Personnel Policy specifies that FLSA exempt employees may be granted compensatory leave by their supervisor, “in accordance with procedures established by the TJCOG Executive Director”. Supervisors may grant personal compensatory time off for FLSA exempt employees in whole day increments not to exceed three days per fiscal year for employees who for project/program requirements work an exceptional amount of additional hours in excess of their normal workweek and when the convenience of the department allows. Personal compensatory time off in excess of three days per fiscal year requires the approval of the Executive Director. All leave granted must be used within the fiscal year and ends without compensation.
MEMORANDUM

To: TJCOG Staff
From: Lee Worsley, Executive Director
Date: November 8, 2016
Re: Interpretation of Personnel Policy Article VI. Section 11 · Tuition Assistance Program

Article VI, Section 11 of the TJCOG Personnel Policy discusses the organization's Tuition Assistance Program. The section describes the tuition reimbursement process and the maximum amount that an employee is eligible for each fiscal year. Additionally, the policy states that "Satisfactory completion of the courses will be required for reimbursement."

The purpose of this memo is to clarify my interpretation of "satisfactory completion" when a course is graded on a letter grade scale (A, B, C, D and F). Effective immediately, for these courses, a grade of "C" or better is required for reimbursement to occur.
MEMORANDUM
To: Triangle J Council of Governments Staff Members
From: Lee Worsley, Executive Director
Date: March 30, 2020
Re: Implementation of Emergency Sick Leave and Emergency FMLA Provisions in the Families First Act

The United States Congress has enacted the Families First Act, with an effective date of April 1, 2020. The purpose of the act is to provide additional benefits for those who may be impacted by the COVID-19 situation. The attached policies will govern how the Emergency Sick Leave and Emergency FMLA provisions will be administered at TJCOG.

In the attachments, you should fine four items related to these new policies:

1. Families First Act Emergency Sick Leave Policy
2. Families First Act Emergency FMLA Policy
3. Families First Act Quick Reference Guide
4. Families First Act Poster

If you have questions about these policies, please reach out to HR Officer Jenny Halsey.

Attachments
FAMILIES FIRST COVID-19 CORONAVIRUS RESPONSE ACT:
EMERGENCY PAID SICK LEAVE POLICY

Effective
April 1, 2020

Eligibility
All TJCOG employees, full-time and part-time, are eligible for emergency paid sick leave. Employees are eligible for emergency paid sick leave as soon as they need it.

Reason for Leave
You may take emergency paid sick leave if you are unable to work (or telework) because:

1. The employee is subject to a federal, state or local quarantine or isolation order related to COVID-19;
2. The employee has been advised by their healthcare provider to self-quarantine because they are infected with or have been exposed to COVID-19 or because they are at high risk of complications from COVID-19;
3. The employee is showing symptoms of COVID-19 and is seeking but has not yet received a medical diagnosis;
4. The employee is caring for someone subject to a federal, state or local quarantine or isolation order related to COVID-19 or who has been advised by their healthcare provider to self-quarantine for COVID-19 related reasons; or
5. The employee is caring for his or her son or daughter because the child’s school or childcare facility has been closed or the childcare provider is no longer available because of a COVID-19 related reason.

Duration/Compensation

Full-time employees are entitled to a maximum of 80 hours of paid sick leave.

Part-time employees are entitled to paid sick leave in an amount equal to the average number of hours that they work over a two-week period. The Human Resources Officer will notify each part time employee of the amount of hours they are entitled to.

Emergency paid sick leave time can be used intermittently.

Employees needing sick leave for reasons 1, 2 and 3 are entitled to the full amount of an employee’s regular hourly rate, up to the maximum, as calculated below. Employees needing sick leave for reasons 4 and 5 are only entitled to two-thirds of the employee’s regular hourly rate, up to the maximum, as calculated below.

TJCOG is only responsible to pay $511 per day ($5,110 in total) where leave is taken for reasons 1, 2, and 3 described above (generally, an employee’s own illness or quarantine); and $200 per day ($2,000 in total) where leave is taken for reasons 4 or 5 (care for others or school closures).

Leave Rules
You may elect to use emergency paid sick leave before using any accrued paid leave.
If an employee has a serious health condition or is caring for an immediate family member with a serious health condition, the emergency paid sick leave will count against the employee’s Family and Medical Leave time in accordance to TJCOG’s Personnel Policy, Article VII, Section 6.

Paid emergency sick leave under this policy will not be provided beyond December 31, 2020. Any unused paid sick leave will not carry over to the next year or be paid out to employees. Additionally, this time will not be able to count towards time for the Local Governmental Employees' Retirement System (LGERS).

**Requesting Leave**
If you need to take emergency paid sick leave, provide notice to your supervisor and the Human Resources Officer as soon as possible. Normal call-in procedures apply to all absences from work.

**Retaliation**
TJCOG will not retaliate against employees who request or take leave in accordance with this policy.

**Expiration**
This policy expires on December 31, 2020.
FAMILIES FIRST COVID-19 CORONAVIRUS RESPONSE ACT:
EMERGENCY FAMILY MEDICAL LEAVE ACT

Effective
April 1, 2020

Eligibility
Any TJCOG employee who has worked for the organization for at least 30 days is eligible for Emergency FMLA leave.

Reasons for Leave
You may take Emergency Family Medical Leave if you are unable to work (or telework) because:

The need for leave to care for the son or daughter under 18 years of age of such employee if the school or place of care has been closed, or the child care provider of such son or daughter is unavailable due to an emergency with respect to COVID-19 as declared by a federal, state or local authority.

* Note that the Emergency FMLA Act defines “childcare provider” as one who provides childcare services on a regular basis and receives compensation for those services. It excludes the situation where a family member has been providing childcare and is no longer available.

*If an employee needs to take extended leave for other reasons related to COVID-19, refer to the TJCOG Personnel Policy, Article VII, Section 6: Family and Medical Leave.

Leave Rules and Compensation
Employees are still limited to a total of twelve weeks of FMLA leave within a 12-month period for all reasons combined. Employees who have already used up their FMLA allotment for the year, 12 weeks, are not entitled to emergency FMLA leave.

Emergency FMLA time can be used intermittently.

Emergency Sick Leave time used for childcare purposes will count against Emergency FMLA time.

The first ten days of Emergency FMLA leave are unpaid. An employee may choose to use any accrued paid leave, including Emergency Sick Leave, during the first ten days of Emergency FMLA leave. After the first 10 days, Emergency FMLA leave becomes paid leave.

The rate of pay is calculated by multiplying the number of hours the employee would normally be scheduled to work each week by an amount that is not less than two-thirds of an employee’s regular rate of pay. For each employee entitled to paid Emergency FMLA leave, the maximum amount TJCOG is required to pay is $200 per day or $10,000 in total.

Requesting Leave
If you need to take Emergency FMLA, employees must provide as much advance notice as possible to their
supervisor and Human Resources Officer.

The Human Resources Officer will tell you: 1) whether you are eligible for Emergency FMLA leave; 2) the amount of leave to which you are entitled; 3) any additional information that will be required; and 5) if it has been determined you are not eligible for Emergency FMLA leave, the reasons why.

**Retaliation**
TJCOG will not retaliate against employees who request or take leave in accordance with this policy.

**Expiration**
Emergency FMLA leave is available only for as long as a federal, state or local COVID-19 state of emergency is in effect and in any event only through December 31, 2020.
COVID-19 EMPLOYEE LEAVE
QUICK REFERENCE GUIDE

Employee has been employed for at least 30 days and cannot work or telework because . . .

1. **Employee needs to care for own child**¹ because school or paid childcare is closed:
   - Employee is eligible for emergency sick leave, emergency FMLA, and accrued leave
   - During the first two weeks, employee can take either accrued leave (100% pay, subtracted from leave balance) or emergency sick leave (2/3 pay up to $200/day, not subtracted from regular sick leave balance). **These first two weeks also count against FMLA balance.**
   - Starting on 11th day of leave, employee will receive emergency FMLA pay, which is 2/3 pay up to $200/day.

2. **Employee needs to care for own children due to unavailability of unpaid childcare** (example: grandmother usually watches children, now must stay home due to risk of infection):
   - Employee may take emergency sick leave (2/3 pay up to $200/day, not subtracted from regular sick leave balance) and/or accrued leave (full pay, subtracted from leave balance).
   - Not eligible for FMLA.

3. **Employee herself/himself is:**
   - **Under isolation/quarantine order related to COVID-19**
   - **Has been advised by healthcare provider to self-quarantine due to concerns related to COVID-19** (this would include employees who have COVID-19)
   - **Is experiencing symptoms of COVID-19 and is seeking a diagnosis**
     - First two weeks: Employee can take two weeks emergency sick leave at full pay at up $511/day ($5,110 total).
     - After first 2 weeks: regular paid leave rules apply
     - If employee or immediate family member has a serious health condition (due to COVID-19 or other), AND employee meets regular FMLA eligibility requirements according to TJCOG’s Personnel Policy, employee’s leave would be covered by the FMLA. During this time period employee must take accrued paid sick, annual leave, or comp time. After all paid leave is exhausted, employee can remain on FMLA unpaid (up to 12 weeks total). The employee is eligible to apply for Short-Term Disability during this time.

4. **Employee needs to care for an individual who is under a quarantine or isolation order or has been told to self-quarantine by a healthcare provider**
   - Employee can choose to take emergency sick leave (2/3 pay up to $200/day) and/or accrued paid leave.

¹ Biological or adopted son or daughter, foster child, stepchild, legal ward, or child of a person standing in loco parentis
• Regular FMLA may be an option if (1) employee meets regular FMLA requirements (12 months/1,250 hours) and (2) employee is caring for immediate family member who has developed a serious health condition.

5. Employee is sick (or caring for sick family member), but it's not COVID-19:
   • Employer must take regular accrued leave
   • Has employee been employed for at least 12 months and worked at least 1,250 hours in the last 12 months? If so, employee is eligible for regular FMLA leave. Employee must use available accrued leave, after available leave is exhausted leave will be unpaid.
   • If not eligible for FMLA and paid leave is exhausted, TJCOG can grant unpaid leave without pay in accordance to the Personnel Policy, Article VII, Section 18.
The Families First Coronavirus Response Act (FFCRA or Act) requires certain employers to provide their employees with paid sick leave and expanded family and medical leave for specified reasons related to COVID-19. These provisions will apply from April 1, 2020 through December 31, 2020.

**PAID LEAVE ENTITLEMENTS**

Generally, employers covered under the Act must provide employees:

Up to two weeks (80 hours, or a part-time employee’s two-week equivalent) of paid sick leave based on the higher of their regular rate of pay, or the applicable state or Federal minimum wage, paid at:

- 100% for qualifying reasons #1-3 below, up to $511 daily and $5,110 total;
- 2/3 for qualifying reasons #4 and 6 below, up to $200 daily and $2,000 total; and
- Up to 10 weeks more of paid sick leave and expanded family and medical leave paid at 2/3 for qualifying reason #5 below for up to $200 daily and $12,000 total.

A part-time employee is eligible for leave for the number of hours that the employee is normally scheduled to work over that period.

**ELIGIBLE EMPLOYEES**

In general, employees of private sector employers with fewer than 500 employees, and certain public sector employers, are eligible for up to two weeks of fully or partially paid sick leave for COVID-19 related reasons (see below).

*Employees who have been employed for at least 30 days prior to their leave request may be eligible for up to an additional 10 weeks of partially paid expanded family and medical leave for reason #5 below.*

**QUALIFYING REASONS FOR LEAVE RELATED TO COVID-19**

An employee is entitled to take leave related to COVID-19 if the employee is unable to work, including unable to telework, because the employee:

1. is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;
2. has been advised by a health care provider to self-quarantine related to COVID-19;
3. is experiencing COVID-19 symptoms and is seeking a medical diagnosis;
4. is caring for an individual subject to an order described in (1) or self-quarantine as described in (2);
5. is caring for his or her child whose school or place of care is closed (or child care provider is unavailable) due to COVID-19 related reasons; or
6. is experiencing any other substantially-similar condition specified by the U.S. Department of Health and Human Services.

**ENFORCEMENT**

The U.S. Department of Labor’s Wage and Hour Division (WHD) has the authority to investigate and enforce compliance with the FFCRA. Employers may not discharge, discipline, or otherwise discriminate against any employee who lawfully takes paid sick leave or expanded family and medical leave under the FFCRA, files a complaint, or institutes a proceeding under or related to this Act. Employers in violation of the provisions of the FFCRA will be subject to penalties and enforcement by WHD.

For additional information or to file a complaint:

1-866-487-9243
TTY: 1-877-889-5627
dol.gov/agencies/whd