



# Personnel Policy Manual

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## **PURPOSE OF THE PERSONNEL POLICY MANUAL**

This manual was developed to describe expectations of our employees and to outline the policies, benefits, and procedures available to eligible employees. Employees should familiarize themselves with the contents of the Personnel Policy Manual as soon as possible, for it will answer many questions about employment with the D/KC MPO.

No personnel policy manual can anticipate every circumstance or question about policy. As time goes on, the need may arise and the D/KC MPO Executive Director and/or Council reserves the right to revise, supplement, or rescind any policy or portion of the manual as it deems appropriate, in its sole and absolute discretion.

This personnel Policy Manual supersedes any and all previous personnel policies created separately and collectively by the D/KC MPO Executive Director and/or Council.

This Personnel Policy Manual shall be distributed to appropriate D/KC MPO personnel at the time of hire. Notification of subsequent updates of this manual shall be provided to appropriate D/KC MPO personnel as soon as possible after the adoption of such updates.

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## **SECTION 1: EMPLOYMENT CLASSIFICATIONS**

### **A. REGULAR FULL-TIME EMPLOYEES**

Regular Full-Time Employees are D/KC MPO employees who are scheduled to work at least thirty-seven and a half (37.5) hours per workweek and are not classified as part time employees.

### **B. PART-TIME EMPLOYEES**

Part-Time Employees are D/KC MPO employees who are scheduled to work less than thirty (30) hours per workweek and can be scheduled to work on an intermittent or unpredictable basis.

### **C. TEMPORARY EMPLOYEES**

Temporary Employees are persons hired for a limited period of time. Temporary employees are normally hired to complete a specific task or to fill-in for an employee on a leave of absence. It is understood that their relationship with D/KC MPO will not continue when the assignment ends.

### **D. NON-EXEMPT EMPLOYEES**

Non-exempt employees are required to be paid no less than minimum wage and are eligible to receive overtime pay at the rate of 1.5 times their hourly rate for any hours worked in excess of forty in the workweek. The supervisor must approve all overtime hours worked, in advance. To ensure proper payment, non-exempt employees must record all hours worked on a time sheet or time record.

### **E. EXEMPT EMPLOYEES**

Employees who are not required to be paid overtime for hours worked beyond forty in the workweek, in compliance with wage and hour regulations.

The above referenced classifications do not guarantee employment for any specified period of time and employees are employed at-will.

## **SECTION 2: EMPLOYMENT POLICIES, PROCEDURES AND REQUIREMENTS**

### **A. EMPLOYMENT AT WILL**

This handbook is not an employment contract and is not intended to create contractual obligations of any kind. Neither the employee nor D/KC MPO is bound to continue the

employment relationship if either chooses, at its will, to end the relationship at any time.

## B. EMPLOYMENT POLICIES

1. Employment Relations. The D/KC MPO Council believes the work conditions, wages, and benefits it offers to its employees are competitive with those offered by other employers in this area. If employees have concerns about work conditions or compensation, they are strongly encouraged to voice these concerns openly and directly to their immediate supervisor.

2. Equal Opportunity Employer. In order to provide equal employment and advancement opportunities to all individuals, employment decisions at the D/KC MPO will be based on merit, qualifications, and abilities. The D/KC MPO does not discriminate in employment opportunities or practices on the basis of race, color, religion, gender, **sex (including pregnancy, gender identity, and sexual orientation), parental status, national origin, age, disability, genetic information (including family medical history), political affiliation, military service, or other non-merit based factors** or any other characteristic protected by law. The D/KC MPO will make reasonable accommodations for qualified individuals with known disabilities unless it would cause an undue hardship to the D/KC MPO. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Additionally, the D/KC MPO must comply with Title VI which outlines procedures used to address the following aspects of its civil rights responsibilities:

- Title VI
- Environmental Justice
- Limited English Proficiency
- Disadvantaged Business Enterprises
- Equal Employment Opportunities
- Public Participation

In addition to employment criteria, Title VI provides guidance with information and tools the D/KC MPO staff uses when conducting Title VI activities for transportation planning projects.

3. Diversity, Equity and Inclusion Statement. D/KC MPO is committed to embracing the principles of diversity, equity and inclusion in all facets of our operations. We demonstrate our commitment by our actions, words, and the values we hold, fostering this as an important element in our culture, not only with our staff but also in our interactions with our stakeholders as well as throughout our community. D/KC MPO embraces and celebrates these concepts simply because it is the right thing to do.

4. Job Posting. The D/KC MPO provides employees an opportunity to indicate their interest in open positions and advancement according to their skills and experience. Job openings will be posted and normally remain open for at least five (5) workdays. Each

job posting will include the dates of the posting period, job title, department, grade level, essential duties and qualifications.

5. Immigration Law Compliance. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and eligibility.

6. Open Door. The achievement of individual and D/KC MPO goals depends on each person's right to speak frequently and openly with his/her/their supervisor. Employees are encouraged to express concerns so they can be evaluated and issues can be resolved quickly, in a manner which enhances mutual respect and understanding. Supervisors will continue to listen and work to provide a healthy, productive and amicable work environment.

7. Hiring of Relatives. Relatives of persons currently employed by the D/KC MPO may be hired only if they will not be working directly for or supervising a relative. D/KC MPO employees cannot be transferred or reassigned into such a reporting relationship. Where conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or termination from employment. For purposes of this policy, a relative is a person who is related by blood or marriage.

8. Confidentiality. The protection of confidential business information and trade secrets is vital to the interests and success of D/KC MPO. Such confidential information includes but is not limited to information such as the following: stakeholder lists and contact information, financial information, marketing strategies, consultant information, pending projects and proposals, vendor information, staff personal contact information.

Such confidential information has been created, discovered or developed by D/KC MPO, or is the information in which property rights have been assigned or otherwise conveyed to D/KC MPO.

Disclosure of confidential business information or trade secrets without D/KC MPO's prior written consent is prohibited. Additionally, under no circumstance are confidential materials, documents or other information to be removed from D/KC MPO's premises without the prior express permission of the Executive Director.

9. Conflict of Interest. An actual or potential conflict of interest occurs when an employee is in the position to influence a decision that may result in personal gain for that employee or for a relative, as a result of the D/KC MPO's business dealings. If employees have any influence on transactions involving purchases, contracts, or leases, it is imperative they disclose to their immediate supervisor as soon as possible the existence of any or potential conflict of interest so safeguards can be established to protect all parties. For the purposes of this policy a relative is any person related by blood or marriage.



10. Outside Employment. Employees may hold outside employment so long as such employment does not present a conflict of interest or in any way interfere with the efficient discharge of duties required to satisfactorily function in the position held with the D/KC MPO.

11. Employment Anniversary Date. The Employment Anniversary Date is defined as the first working day of D/KC MPO employment and the corresponding date in each year thereafter.

12. Continuous Length of Service. Continuous Length of Service is defined as the period of time in which an employee continues in D/KC MPO employment without interruption subject to the conditions described in other sections of this manual.

13. Orientation. The D/KC MPO provides a ~~twelve (12)~~ **six (6)** month orientation/probation period for new and rehired employees. Orientation is provided regarding the D/KC MPO employment and specific job duties. New employees will be provided instruction and guidance from the immediate supervisor and co-workers as appropriate, during this period. Employees should seek job and performance clarification and actively participate in orientation to the D/KC MPO and their jobs during this period. During orientation/probation, the employee will be observed and evaluated by his/her/their immediate supervisor on the basis of performance and ability to perform the job satisfactorily.

Before completion of the orientation/probation period, the employee's overall performance shall be evaluated. Upon receiving a satisfactory performance evaluation, an employee may be upgraded from orientation/probation status. At the D/KC MPO's discretion, an employee's orientation /probation period may be extended to provide for further evaluation.

14. Work Schedule. Work schedules may vary throughout the D/KC MPO. Immediate supervisors will advise employees of their individual work schedules. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week. However, in order to save energy, reduce congestion and pollution, and meet the requirements of the specific projects or tasks, alternate work hours can be arranged and/or the lunch periods reduced (see paragraph #14 below).

15. Performance Evaluations. Immediate supervisors and employees are encouraged to discuss job performance and goals on an informal, ~~day-to-day~~ **regular** basis. The immediate supervisor will prepare a formal evaluation at the end of the six-month probationary period and then every subsequent year following the hire or reassignment of D/KC MPO employees. See Appendix A for evaluation form. A performance plan on Page #1 of the evaluation form must be completed at the beginning of each evaluation period and will be used when completing Performance Factors at the end of the

evaluation period. The following three points have been approved by the D/KC MPO Council:

- a. Evaluation Incentives – ~~The MPO Council voted and approved to~~ establish staff salary increases to a specific quantitative measure of **19 to 24** ~~16 to 20~~ points for a 3% raise; **13 to 18** ~~11 to 15~~ points for a 1% raise; and no raise for anything less than **13** ~~11~~ points for job performance as depicted in the employees' annual performance evaluation.

- b. There are **six** ~~five~~ performance factors:

**Performance Goals**

Quality and Quantity of Work  
 Attendance and Punctuality  
 Interaction with Others/Customer Service  
 Planning and Organization  
 Communications (oral and written)

Employees are assessed a performance category which best describes their overall performance in that factor (highest to lowest):

Outstanding  
 Exceeds job requirements  
 Satisfactory  
 Improvement needed  
 Unsatisfactory

Each of these performance categories have a quantitative measure:

Outstanding = 4 points  
 Exceeds job requirements = 3 points  
 Satisfactory = 2 points  
 Improvement needed = 1 point  
 Unsatisfactory = 0 points

- c. If the employee has not reached their maximum established job specification salary range, they could receive the following:  
 3% salary increase after receiving a performance cumulative evaluation score between **19 and 24** ~~16 to 20~~ points;  
 1% salary increase with a cumulative score between **13 and 18** ~~11 to 15~~ points;  
 No salary increase with a cumulative score of less than **13** ~~11~~ points.

16. Breaks and Lunch Periods. Employees will be granted (but are not required to take) two (2) un-paid 15-minute breaks during the full workday. Employees may also take an unpaid lunch period for each workday. The timing of the breaks and lunch periods will be at the discretion of the D/KC MPO Executive Director and in compliance with labor law. ~~At the D/KC MPO Executive Director's discretion, the employee may work through the two (2) 15-minute breaks and lunch and leave work after completing 7.5 hours of work in that day.~~

## C. PERSONNEL FILE PROCEDURE

1. Contents of the Personnel File. The D/KC MPO maintains a personnel file for each employee. The personnel file includes such information as the employee's job application, resume, performance evaluations, documentation of reassignments and salary increases, and other employment records.

**Documents containing sensitive and/or confidential information such as medical information are maintained in a secondary personnel file.**

2. Inspection of the Personnel File. Personnel Files are the property of the D/KC MPO and access to the information they contain is restricted. Generally, only the immediate supervisor and other D/KC MPO personnel who have a legitimate reason, as determined by the D/KC MPO Executive Director, to review the information in a personnel file are allowed to do so. Employees are entitled to inspect the contents of their personnel files. Employees who wish to inspect their own personnel file should contact the Executive Assistant. With reasonable advance notice, employees can review the content of their personnel files in the presence of the Executive Assistant.

3. Personnel Data Changes. Employees are responsible for promptly notifying the D/KC MPO Executive Assistant and/or Executive Director of any changes in personal data. Personal information such as mailing addresses, telephone numbers, individuals to be contacted in the event of an emergency, and dependents covered by D/KC MPO provided insurance should be accurate and up to date at all times.

## D. PERSONAL CONDUCT REQUIREMENTS

1. General Statement of Policy. D/KC MPO employment is at-will. Any employee may leave employment at any time or be terminated at any time, with or without reason. No person or Committee has any authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the foregoing statement. No such agreement contrary to the foregoing shall be enforceable unless reduced to writing, approved by the D/KC MPO Executive Director and/or Council, and executed by the Executive Director and/or Council Chairperson. The D/KC MPO Executive Director may develop disciplinary guidelines. These guidelines are meant to promote understanding of the D/KC MPO's disciplinary philosophy and provide examples of proper and improper conduct. They serve as an instructive but non-binding standard for the D/KC MPO, who will determine what discipline, if any, is necessary, based on the individual circumstances of each situation. However, these guidelines do not alter the right of an employee or the D/KC MPO to terminate an employee's employment at any time, with or without reason and with or without notice.

2. Personal Appearance. Employees are expected to present a clean and neat appearance and to dress according to the requirements of their position. Employees who appear for work inappropriately dressed will be sent home and directed to return to work in proper

attire. Under such circumstances, employees will not be compensated for the time away from work.

~~3. D/KC MPO Phone and Fax Usage. Employees should practice discretion when making personal phone calls and sending faxes. Employee shall be required to reimburse the D/KC MPO for any charges resulting from their personal use of the telephone or fax machine.~~

3. Smoking Policy. In keeping with the D/KC MPO's intent to provide a safe and healthy workplace, smoking is prohibited in any D/KC MPO-occupied facility and while conducting D/KC MPO business-related activities off-site, except in designated smoking areas.

4. Drugs and Alcohol in the Workplace. It is the D/KC MPO's desire to provide a drug-free, safe and healthful workplace. Employees may not use, possess, distribute, sell, or be under the influence of illegal drugs or alcohol while on D/KC MPO-occupied premises or while conducting D/KC MPO business-related activities off-site.

5. Sexual Harassment in the Workplace. The D/KC MPO has adopted a policy prohibiting harassment and discrimination. This policy prohibits harassment and discrimination based on sex (including pregnancy, gender identity, and sexual orientation), race, color, national origin, age, religion, marital status, disability, **and any other protected class.** ~~height or weight.~~ This policy relates to all of D/KC MPO's employment practices. We ask that you read this policy carefully and contact the D/KC MPO Executive Director if you have any questions concerning it. ~~Copies of this policy shall be distributed on a regular basis.~~ Copies are also available on the shared network drive.

**6. Workplace Violence Prevention. The D/KC MPO is committed to providing a safe workplace, minimizing risk of personal injury to employees and damage to property. Employees are discouraged from engaging in any physical confrontation with violent or potentially violent individual(s). Employees are encouraged to exercise reasonable judgement in identifying potentially dangerous situations and informing their supervisor accordingly.**

**Threats, threatening language, or any other acts of aggression or violence made toward or by any employee will not be tolerated. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, attempts to intimidate or to instill fear in others, menacing gestures, bringing weapons to the workplace, stalking, or any other hostile, aggressive, injurious and/or destructive actions undertaken for the purpose of domination and/or intimidation.**

**All potentially dangerous situations including threats by co-workers should be reported immediately to the Executive Director. Reports of threats may be made anonymously. All threats will be promptly investigated. No employee will be subject to retaliation,**

intimidation or discipline as a result of reporting conduct which the employee believes violates this policy.

If an investigation confirms a violation of this policy has occurred, D/KC MPO will take appropriate corrective action with regard to the offending employee(s).

If you are the recipient of a threat made by an outside party, follow the steps detailed in this policy. It is important for the D/KC MPO to be aware of any potential danger in our workplace. Every precaution will be taken to protect employees from the threat of a violent act by an employee or anyone else.

If you are in imminent danger or there is a crisis situation, 911 should be called.

7. Attendance and Punctuality at Work. To maintain a safe and productive work environment, the D/KC MPO expects employees to be reliable and punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on the organization. When employees cannot avoid being late to work or are unable to work as scheduled, they should notify their immediate supervisor as soon as possible in advance of anticipated tardiness or absence, ~~and when possible,~~ at least two hours before the start of their shift, **unless it is an emergency.**

8. Solicitation. In an effort to ensure a productive and harmonious work environment, persons not employed by the D/KC MPO may not distribute literature or products in the workplace at any time for any purpose. Employees may not solicit during working time. Working time does not include lunch periods or breaks of employees.

9. Use of D/KC MPO Equipment and **Technology Vehicle** (if acquired in the future). Equipment and **technology** vehicles essential to accomplishing job duties is often expensive and may be difficult to replace. When using D/KC MPO property and resources, employees are expected to exercise care, follow operating and safety standards and guidelines. Employees are not to engage in the improper, careless, negligent, destructive, or unsafe use or operation of D/KC MPO equipment and **technology** vehicles. ~~Use of the D/KC MPO vehicle must align with their job responsibilities and duties while conducting D/KC MPO business.~~ **Employees may be required to reimburse the D/KC MPO for any charges resulting from their personal use of equipment and/or technology.**

**There should be no expectation of privacy with the use of D/KC MPO technology or equipment. Password established for use of technology must be shared with the executive assistant or executive director as might be appropriate. Unauthorized downloading of software is prohibited.**

10. Political Activity. Employees shall not engage in political activities during those hours when he/she is being compensated for the performance of his/her duties as a D/KC MPO employee.

- E. Whistleblowers. A whistleblower as defined by this policy is an employee of D/KC MPO reports an activity that he/she/they considers to be illegal or dishonest to one or more of the parties specified in this policy. The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures; appropriate management officials or Council members are charged with these responsibilities.

Examples of illegal or dishonest activities are violations of federal, state or local laws; billing for services not performed or for goods not delivered; and other fraudulent financial reporting.

If an employee has knowledge of or a concern of illegal or dishonest fraudulent activity, the employee is to contact his/her/their immediate supervisor, the Executive Director, or Council President. The employee must exercise sound judgment to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing will be subject to discipline up to and including termination.

Whistleblower protections are provided in two important areas, confidentiality and against retaliation. Insofar as possible, the confidentiality of the whistleblower will be maintained. However, identity may have to be disclosed to conduct a thorough investigation, to comply with the law and to provide accused individuals their legal rights of defense. D/KC MPO will not retaliate against a whistleblower. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, or poor work assignments and threats of physical harm. Any whistleblower who believes he/she/they is being retaliated against must contact the Executive Director or Council President immediately. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

Defend Trade Secrets Act (DTSA) Compliance: "Immunity from Liability for Confidential Disclosure of a Trade Secret to the Government or in a Court Filing:

(1) Immunity - An individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that,

(A) is made - (i) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or

(B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(2) Use of Trade Secret Information in Anti-Retaliation Lawsuit - An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual,

(A) files any document containing the trade secret under seal;

and (B) does not disclose the trade secret, except pursuant to court order."

All reports of illegal and dishonest activities will be promptly submitted to the Executive Director or Council President who is responsible for investigating and coordinating corrective action.

Employees with any questions regarding this policy should contact the Executive Director or Council President.

#### F. WORK RELATED EXPENSES

~~Employees who use their own personal vehicles for D/KC MPO business will be reimbursed at the rate established by the Internal Revenue Service (IRS).~~

All expense reimbursements are subject to Executive Director approval and may require receipts or other appropriate documentation.

1. Mileage. Employees who use their personal vehicles for D/KC MPO business will be reimbursed at the rate established annually by the Internal Revenue Service (IRS).

2. Meals. Employees may be reimbursed for meals consumed as part of a business-related activity.

3. Travel. Employees may be reimbursed for travel associated with training and education, professional development, outreach, and other business-related activity.

4. Licenses and Certifications. Employees may be reimbursed for licenses, renewals, and certifications directly associated with performance of assigned duties.

#### G. STAFF DEVELOPMENT

The D/KC MPO ~~has an education policy (see section 3, paragraph H) and~~ encourages employees to develop professionally through training and education. Subject to appropriate supervisory approval and D/KC MPO budgetary constraints, employees will be assisted to attend needed training and education events. The D/KC MPO may reimburse the employee for part or all of the costs of specialty training for which the employee benefits. As a condition of reimbursement, the D/KC MPO may require the employee to sign an agreement to repay the D/KC MPO for the training should the employee leave the D/KC MPO's employment within ~~two (2) years~~ **one year** of the completion of the specialty training.

## SECTION 3: COMPENSATION

### A. MONETARY COMPENSATION

1. Rate Determination. The D/KC MPO Executive Director and/or Council Executive Committee will approve an employee compensation.

2. Starting Wage. A newly hired employee will start with the approved salary range for the position for which they were hired once approved by the D/KC MPO Executive Director and/or Council.

### B. PAY PERIODS

1. Schedule. All employees work on a bi-weekly schedule which ends every other Friday and are paid bi-weekly on every other Wednesday. Each paycheck will include earnings for all work performed through the end of the previous payroll period. If the regular payday falls on a ~~D/KC MPO~~ holiday, employees will receive their **direct deposit** paychecks the **following day** last day of work prior to the holiday.

2. Payroll Reporting Responsibility. Each employee is responsible for generating accurate payroll reporting records for themselves and submitting their time report to the D/KC MPO Executive Assistant no later than two work days after the end of any pay period for full-time employees and no later than COB on the last day in a pay period for part-time employees. Payroll records should be completed to reflect time worked, vacation leave, sick leave, ~~personal days~~, holidays, and other leave with or without pay. The employee and D/KC MPO Executive Director **or Council Chair** must sign each payroll report (~~Bi-Weekly Time Record~~) before forwarding to the Accountant for processing.

### C. OVERTIME

1. Compensation for Overtime. There is no overtime pay **for exempt employees.** However, **exempt** employees who work in excess of **seventy-five (75)** ~~thirty-seven and a half (37.5)~~ hours in a **pay period** ~~workweek~~ may be compensated at the same rate as their regular rate of pay by receiving **compensatory** ~~comprehensive~~ time.

2. Prior Approval Requirement. Employees must receive prior approval from their immediate supervisor or D/KC MPO Executive Director for overtime/comp time work.

### D. COMP TIME

1. Purpose and Eligibility. Full-time **and part-time exempt** employees who work in excess of **seventy-five (75)** ~~thirty-seven and a half (37.5)~~ hours in a workweek will **receive** ~~have the option of receiving~~ comp time off in lieu of monetary compensation for overtime. ~~Comp time will be granted at the same rate as their regular rate of pay.~~



2. Part-Time Employees. Part-time employees may not be paid for more than ~~58~~ 29 hours per ~~pay period~~ week. However, part-time employees may earn comprehensive time in addition to any amount of paid hours within any week.

~~Additionally, part-time employees may use earned comprehensive time at any point. However, the combination of paid time and used comprehensive time or all used comprehensive time within any given week cannot exceed 29 hours total. Example, if the part-time employee works 14 hours in a given week and wants to use 15 hours of earned comprehensive time, the employee will be paid for 29 hours in that week. However, if the employee works 20 hours that week and wants to use 14 hours of comprehensive time for that same week, they will only be able to use 9 hours of comprehensive time for a paid total of 29 hours.~~

3. Amount Accrued. Each eligible employee may accrue up to ~~thirty-seven and a half (37.5) seventy-five (75)~~ hours of comp time in any given year. ~~and accrued comp time may be rolled over into a subsequent year. However, employees may not exceed seventy-five (75) hours of comp time during any fiscal period.~~

4. Requesting Use of Comp Time. Employees who request the use of accrued comp time will be permitted to use the time off within a reasonable time after making the request, or at some mutually agreed time. If the original request would unduly disrupt department operational needs and staffing requirements. Employees are required to use comp time before using accrued vacation leave ~~or sick leave, or personal days.~~

5. Upon Termination. Upon termination of employment, employees ~~are required will have to use any accrued unused~~ comp time before termination. ~~Unused comp time will not be paid out upon termination.~~

#### E. Severe Weather / Emergency Closure

~~At times, emergencies such as severe weather, fires, or power failures, etc., can disrupt D/KC MPO operations. In extreme cases, these circumstances may require closing the office. In the event such an emergency occurs during working hours, instructions will be communicated by the Executive Director or the Executive Assistant. The MPO office will close in the event a State of Emergency is declared for Kent County.~~

#### E. LONGEVITY COMPENSATION

1. Purpose and Eligibility. Longevity Compensation is granted to regular full-time employees and regular part-time employees based on their accumulated years of full-time service since their employee anniversary date. Casual and temporary employees are not granted longevity compensation.

2. Amount Granted. The amount of longevity compensation is based on the hours of vacation time granted to eligible employees each month and varies with the length of accumulated service from their anniversary date as shown in the following schedule:

<del>0-10 Years of Service</del>	<del>=</del>	<del>9.5 hours per month</del>
<del>11-15 Years of Service</del>	<del>=</del>	<del>11.25 hours per month</del>
<del>≥15 Years of Service</del>	<del>=</del>	<del>13.25 hours per month</del>

F. JURY SERVICE

1. Purpose and Eligibility. Jury service compensation is available to eligible employees to encourage employees to fulfill their civic responsibility by serving jury duty when required. Regular full-time employees and regular part-time employees are eligible for jury service compensation.

2. Amount Compensated. Eligible employees will receive their regular compensation

3. Giving Notice. Employees should give reasonable advance notice to their immediate supervisor of their summons to serve as a possible juror. Employees should also give periodic updates in respect to anticipated jury service completion time.

4. Maintenance of Benefits. All paid leave benefits, vacation leave, sick leave, and holidays will continue to accrue during jury service. All insurance plans the employees participated in prior to the jury service will continue during the jury service.

G. RETIREMENT PROGRAM

**D/KC MPO employees may elect to participate in MissionSquare Retirement (formerly ICMA-RC) administered retirement plans. D/KC MPO will match employee contributions up to 5%.**

D/KC MPO employees may elect to retire with or without participation in **MissionSquare Retirement**. ~~the ICMA-RC program where the employee contributions and the D/KC MPO contributes to the retirement program.~~ Employees **may** ~~who do not participate in the ICMA-RC project may still~~ elect to retire at age 60 with at least five years of service and at age 62½ regardless of years of service. Retirement eligible employees will be compensated for one-half (1/2) of the total accrued unused sick time and all of any unused vacation time.

H. EDUCATION ASSISTANCE PROGRAM

All full-time, **regular or exempt** ~~permanent~~ employees are eligible to receive educational assistance. The benefit will be available only for courses related to the employees’ job or need for advancement. Employees are expected to attend courses outside regular working hours, except by special arrangement with the D/KC MPO Executive Director. Approval from the D/KC MPO Executive Director must be secured prior to taking the course. Reimbursement of educational expenses will occur for each course taken per the following schedule:

<u>Grade</u>	<u>Reimbursement Rate</u>
<del>A or B</del>	<b>100%</b> <del>75%</del>

B	75%
C	50%
D or lower	0%

Reimbursement will be made only for the cost of tuition, books, and lab fees. The maximum reimbursement shall not exceed ~~\$750.00~~ \$2500.00 per calendar year per employee. Employees who use this reimbursement program shall complete at least one year of employment after the course is completed or shall have the reimbursement amount deducted from his/her final paycheck. No employee shall be eligible for this benefit if he/she/they are receiving other educational reimbursement benefits (G.I. Bill, ~~scholarships, financial aid~~, etc.) unless prior approval is acquired from the D/KC MPO Executive Director.

**I. SEPARATION FROM EMPLOYMENT**

Upon separation from employment, unless discharged, employees will be compensated all of any unused vacation time. Unless retiring, no compensation will be made for unused sick time.

**SECTION 4: INSURANCE BENEFITS**

**A. HEALTH / DENTAL / VISION INSURANCE**

1. Purpose and Eligibility. D/KC MPO provides access to health, dental and vision insurance for eligible full- and part-time employees and their families. D/KC MPO pays 100% of the premium cost for employees and 90% of the premium cost for family members.

Full-time employees can opt to use their own health insurance carrier and be reimbursed for premium costs, so long as those premium costs are not more than what the MPO would pay for said coverage for the employee and their family members. The employee will be reimbursed on a monthly basis as a separate invoice.

Regular part-time employees are eligible for insurance based on the percentage of hours worked. For example, D/KC MPO would pay 77% of the premium cost for a regular part-time employee working 29 hours per week (29 divided by 37.5 equals 77%). The employee would have the option to either pay the difference to purchase the D/KC MPO coverage or be reimbursed the 77% cost equivalent on a monthly basis to purchase insurance elsewhere. In no case will the monthly reimbursement be more than what the MPO would pay for said coverage for the employee and their family members. The employee will be reimbursed on a monthly basis as a separate invoice.

~~The D/KC MPO provides access to health (medical and dental) insurance for eligible employees and their families (covered at 90% cost per family member). Regular full-time employees are eligible for D/KC MPO paid coverage under the D/KC MPO's plan. Part-~~

time employees are eligible for D/KC MPO covered health insurance based on the percentage of hours worked. For example, using a full-time 50 year old male employee at 37.5 hours per week who has 100% healthcare cost covered by the D/KC MPO, a part-time 50 year old male employee working 20 hours per week could be paid up to 53% healthcare cost coverage. The employee would have the option to either pay the difference to buy insurance from the D/KC MPO health insurance carrier or be reimbursed the 53% cost on a monthly basis after submitting receipt of other health insurance purchased for that month. In no case will the monthly reimbursable be more than the cost shown on the submitted health insurance receipt for that part-time employee.

2. Start of Coverage. Application for health, dental and vision insurance coverage should be made with the Executive Assistant upon hiring. Coverage for eligible employees and their families should become effective the first sign-up date following the first full calendar month of service. Refer to the Summary of Plan Description (SPD) for further details concerning this policy.

## B. LIFE INSURANCE

1. Purpose and Eligibility. The D/KC MPO provides term life insurance in the amount of \$35,000 for eligible employees. **Basic Life insurance coverage**. Regular full-time and part-time employees are eligible for life insurance coverage. Part-time employees are not eligible for life insurance. It should be noted that after age 65 the life insurance coverage decreases incrementally to 25% of the original coverage by age 70.

2. Accidental Death and Dismemberment Coverage. As part of the D/KC MPO's life insurance plan, each regular full-time employee is also coverage up to \$10,000 for accidental death and dismemberment. **Basic Life insurance coverage includes Enhanced Accidental Death and Dismemberment coverage**.

3. Employees may opt to purchase additional voluntary term life insurance, accidental death and dismemberment coverage, spouse/domestic partner benefits, and/or dependent child coverage, at their own expense.

## C. SHORT-TERM AND LONG-TERM DISABILITY INSURANCE

1. Scope of the Plan. Eligible employees can enroll in the short term disability plan through AFLAC subject to all terms and conditions of the agreement between the D/KC MPO and insurance carrier.

**Eligibility**. The D/KC MPO provides short-term and long-term disability coverage. Regular full-time and part-time employees are eligible for disability coverage.

## D. UNEMPLOYMENT INSURANCE

The D/KC MPO participates in the state/federal unemployment insurance program. All employees are eligible for benefits that are subject to state and federal regulations.

## E. WORKER'S COMPENSATION

The D/KC MPO provides a comprehensive worker's compensation program that covers employee injuries or illnesses sustained in the course of employment that requires medical, surgical or hospital treatment. All employees are eligible for benefits that are subject to applicable legal requirements. All work-related injuries or illnesses are to be **immediately** ~~promptly~~ reported to the Executive Assistant.

The D/KC MPO also provides additional accidental insurance through AFLAC ~~as employees are required to attend meetings out of the office that would also include travel.~~ The employees may enroll in additional AFLAC insurance plans at their own ~~cost~~ **expense**.

## F. FICA

The D/KC MPO participates in the federal Social Security Plan. All employees shall supply the payroll department with the necessary information for reporting.

## G. COBRA REQUIREMENT

1. Purpose and Eligibility. The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) give regular full-time employees and regular part-time employees, who have participated in the health insurance plan, the opportunity to continue health insurance coverage when a "qualifying event" would normally result in the loss of health insurance eligibility.

2. Qualifying Event Defined. Under COBRA, qualifying event is defined as resignation, termination or employment or death of an employee; reduction of employee's work hours or a leave of absence; and employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

3. Payment of Costs. Under COBRA, the employee or beneficiary pays the full cost of coverage at the D/KC MPO's health insurance premium rates plus an administration fee.

## H. MEDICARE INSURANCE REQUIRMENT

1. Purpose and Eligibility. Once a D/KC MPO employee turns 65 years of age, they will be required to apply for Medicare part A. Medicare part A has no cost to enroll, but has a deductible cost to the employee. Medicare part A becomes primary for health insurance coverage.

2. The employee will also be required to enroll in Medicare Part B, because the MPO has fewer than 20 employees. Medicare Part B has a monthly cost and a deductible.

3. The MPO health coverage may be kept as a supplemental plan or a more cost-effective Medicare Supplemental Plan may be substituted for the MPO plan. A Medicare Part D plan for prescriptions will also be required.

4. Due to regulations for people over 65 that are still working, all of these costs will be billed quarterly in advance. To ensure that the MPO employee maintains coverage as a non-cash, non-taxed benefit as originally offered by the MPO, the MPO will continue to pay for insurance either directly or pay the employee the full amount due in a non-salary check.

**I. EMPLOYEE ASSISTANCE PROGRAM**

The D/KC MPO provides access to confidential personal support for employees and their family members.

**SECTION 5: EMPLOYEE LEAVE**

**A. VACATION LEAVE**

1. Purpose and Eligibility. Vacation leave with pay is available to eligible employees to provide for opportunities for rest, relaxation and personal pursuits. Regular full-time **and part-time** employees are eligible for vacation leave ~~on a pro-rata basis~~. Temporary employees do not accrue vacation leave.

2. Amount Accrued. The amount of vacation leave employees accrue each year varies with the length of employment. The following accrual schedule assumes a thirty-seven and a half (37.5) hour workweek. **Accrual for part-time employees will be based on the percentage of hours worked.**

0- <del>3</del> 4 Years of Service	=	9.5 hours per month
<del>4</del> 4-15 Years of Service	=	11.25 hours per month
>15 Years of Service	=	13.25 hours per month

3. Start of Accrual. Employees begin to accrue vacation leave from the date of employment. ~~Earned vacation leave is available for use at the end of the orientation period.~~ **Earned vacation leave is available after the first month of employment.**

4. Vacation Leave and Leaves Without Pay. Employees who are on a leave without pay do not accrue any additional leave until their return to service.

5. Requesting a Vacation Leave. Employees should request advanced approval from their immediate supervisor to utilize accrued vacation leave. Requests will be reviewed based on a number of factors, including department operational needs and staffing requirements.

6. Rate of Payout. Vacation leave will be paid out at the employee's pay rate at the time of vacation.

7. Maximum Accrual. Employee may accrue vacation leave and carry over into the next calendar year, a maximum of 350 hours. Employees will lose any accrued leave over 350 hours once a new calendar year begins (i.e., use or lose). Employees are responsible to manage their own vacation leave time.

8. Upon Termination. **Unless discharged**, upon termination of employment, employees will be paid for all unused accrued vacation leave that has been earned through the last day of work.

## B. SICK LEAVE

1. Purpose and Eligibility. Sick leave with pay is available to eligible employees for periods of temporary absences due to illnesses, injuries or medical appointments of the employee or their immediate family. The immediate family, for purposes of sick leave, is defined as the employee's spouse, parent, child, sibling; the employee's spouse's parents, child or sibling; the employee's child's spouse, **parents**, grandparents or grandchildren. Full-time **and part-time** employees are eligible for sick leave. ~~on a pro-rata basis. Part-time employees do not accrue sick leave.~~

2. Amount Accrued. Each regular full-time employee shall accrue sick leave at the rate of nine and a half (9.5) hours per each completed month of service. **Regular part-time employees shall accrue sick leave based on the percentage of hours worked.**

3. Start of Accrual. Employees begin to accrue sick leave from the date of employment. Earned sick leave is available after the first month of employment.

4. Sick Leave and Leaves Without Pay. Employees who are on a leave without pay do not accrue any additional sick leave until their return to service.

5. Notification of Supervisor. Employees should notify their immediate supervisor before the scheduled start of the workday **unless emergency circumstances apply** if possible. The immediate supervisor must also be contacted on each additional day of absence.

6. Absence for Work Longer than Three Days. Employees who are off on sick leave four or more consecutive workdays may be required by their immediate supervisor to submit a physician's verification of illness prior to returning to service.

7. **Return to Work**. **Employees who are off on sick leave four or more consecutive workdays may be required by their immediate supervisor to submit a return-to-work release from their physician prior to returning to service.**

8. Maximum Accrual. There is no maximum accrual or maximum carryover limit into the new calendar year.

9. Upon Retirement. Upon retirement of employment, employees will be paid at a rate of one hour for every two hours accrued to the maximum payout of 337.5 hours.

Retiring employees may opt to have the value paid directly to their MissionSquare Retirement account in lieu of a cash payment. No MPO matching funds will be provided for this option. Election must be made before the beginning of the month in which this amount would otherwise be paid to the employee.

#### C. BEREAVEMENT LEAVE

1. Purpose and Eligibility. Bereavement Leave with pay is available to eligible employees who need immediate time off to deal with death in their immediate family. The immediate family for purposes of bereavement leave is defined as employee's spouse, parent, child, sibling; the employee's spouse's parent, child or sibling; the employee's child's spouse, **parents**, grandparents or grandchildren. Full-time **and part-time** employees are eligible for bereavement leave ~~on a pro-rata basis.~~

2. Amount Available. After the completion of his or her first month of employment, each full-time employee may be granted up to five (5) working days per calendar year. Assuming a thirty-seven and a half (37.5) hour workweek this would be up to thirty-seven and a half (37.5) hours per calendar year. **Bereavement leave for part-time employees will be based on the percentage of hours worked.**

3. Requesting Bereavement Leave. Employees should request approval from their immediate supervisor. **Employees may be asked to submit documentation supporting the request for bereavement leave.**

4. Rate of Payout. Bereavement leave is paid at the employee's rate at the time of the bereavement leave.

5. Failure to Use Bereavement Leave. Bereavement leave cannot be carried from one calendar year to the next.

6. Upon Termination. There is no accrued Bereavement leave for employees upon termination.

#### D. FAMILY AND MEDICAL LEAVE

1. Purpose and Eligibility. Family and Medical Leave without pay, as specified in federal law (Family and Medical Leave Act of 1993), is available to eligible employees who wish to take time off from work duties to attend to the personal circumstances as outlined in the law. Employees are eligible to take family and medical leave if they have worked a minimum of 1250 hours in the preceding 12-month period before leave is requested. The D/KC MPO follows the Delaware State policy regarding Family and Medical Leave.

#### E. MILITARY LEAVE



1. Purpose and Eligibility. Military leave without pay is granted to employees who are absent from work because of short-term and long-term service in U.S. uniformed services in accordance with the Uniformed Services Employment and Re-employment Rights Act (USERRA) and applicable state laws.
2. Amount Received. Employees may request up to ten (10) days per calendar year for use as short-term military leave. Employees may request an indefinite period of time for use as long-term military leave.
3. Requesting Military Leave. Employee must give advance notice to their immediate supervisor, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.
4. Rate of Payout. Military leave will be unpaid unless the employees has accrued vacation leave or sick leave days to utilize.
5. Continuation of Benefits. All paid leave benefits, vacation leave, sick leave, and personal days will continue to accrue during unpaid military leave. Continuation of health insurance is available as required by USERRA.

## SECTION 6: HOLIDAYS

1. Purpose and Eligibility. The D/KC MPO has designated 12+ days for observance of holidays. These holidays are granted with pay for eligible employees. Regular full-time **and part-time** employees ~~and regular part-time employees~~ are eligible for holiday pay ~~on a pro-rata basis.~~ **Holiday pay for part-time employees will be based on the percentage of hours worked.** Casual and temporary employees are not eligible for holiday pay.
2. Designated Holidays. The D/KC MPO follows Federal and/or State Holiday schedules and as such the following 12 days are designated as holidays:
  - New Year's Day (~~Federal and State~~)
  - Martin Luther King, Jr. Day (~~Federal and State~~)
  - President's Day** ~~Washington's Birthday (Federal)~~
  - Good Friday (~~Federal and State~~)
  - Memorial Day (~~Federal and State~~)
  - Juneteenth**
  - Independence Day (~~Federal and State~~)
  - Labor Day (~~Federal and State~~)
  - Columbus Day (~~Federal~~)
  - ~~Election Day (Federal and State) (every other year)~~
  - Veteran's Day (~~Federal and State~~)
  - Thanksgiving Day (~~Federal and State~~)
  - Day after Thanksgiving (~~State~~)
  - Christmas Day (~~Federal and State~~)

3. Scheduling. When one of the above holidays fall on a Sunday, the following Monday will be observed as the holiday. When the holiday falls on a Saturday, the preceding Friday will be observed as the holiday.
4. Rate of Payout. Holiday days will be paid out at the employee's pay rate at the time of the holiday.
5. Compensation for a Holiday Worked. Full and part-time employees will not be required to work during holidays.

## SECTION 7: TERMINATION PROCEDURES

### B. RESIGNATION

Resignation is a voluntary act initiated by the employee to discontinue employment with the D/KC MPO. All employees should give at least ten (10) working days notice of their intention to terminate employment with the D/KC MPO.

### F. DISCHARGE

1. Purpose. Disciplinary action, when warranted, will be initiated by **an immediate supervisor and/or the executive director**, ~~a department head or his/her designee~~. The following guidelines are meant to promote understanding of the D/KC MPO's disciplinary philosophy and provide examples of improper conduct. They serve as an instructive but non-binding standard for the D/KC MPO, which will determine what discipline, if any, is necessary based on the individual circumstances of each situation. The D/KC MPO intends to engage in progressive discipline, up to and including termination, where appropriate. However, these guidelines do not alter the right of an employee or the D/KC MPO to **immediately** terminate an employee's employment at any time, with or without reason or notice.

2. Rules of Conduct. The D/KC MPO has established certain rules of conduct to be followed if it is to operate in a safe, efficient and orderly manner. As employee cooperation is essential, each employee must familiarize himself/herself with the Rules of Conduct listed below. Based on common sense and good judgement, these rules are designed to protect the effectiveness and integrity of the D/KC MPO and the safety, health and well-being of the D/KC MPO's employees.

An employee committing any of the following offenses may be subject to disciplinary action ranging from oral reprimand to written reprimand to suspension to involuntary termination. It should be noted that this list is not all inclusive, as there may be other reasons which may result in disciplinary action. Likewise, violation of these rules is not the only basis for termination.

- A) Conflict of interest that is not disclosed and is not approved.
- B) Unjustified or excessive absenteeism or tardiness.
- C) Theft, unauthorized removal or destruction of property that belongs to the D/KC MPO or a fellow employee.
- D) Unsatisfactory job performance, **carelessness, poor work, poor productivity.**
- E) Refusal to follow the lawful or reasonable directions of your supervisor; **insubordination.**
- F) Disorderly conduct tending to cause a disturbance of the peace.
- G) Endangering personal safety or the safety of others.
- H) Falsification of employment records, i.e., job or health insurance application, work records, and/or time sheets.
- I) Violation of D/KC MPO rules or policies.
- J) Possession, use, purchase or sale of illegal substances.
- K) Use of alcohol or any illegal substance during working hours or while on D/KC MPO premises **or official business, or being in an unfit condition for work.**
- L) Fighting/violent acts or threats.
- M) Possession of dangerous weapons on the job, such as firearms.
- N) Unsatisfactory driving record affecting employability.
- O) Conviction of a felony or any other crime.
- P) **Any other condition deemed unacceptable.**

#### G. PROGRESSIVE DISCIPLINE

1. **Purpose.** It is the intention of the D/KC MPO to utilize disciplinary action in a constructive manner with the goal of motivating the employee toward proper conduct in the future. Toward this end, disciplinary actions, as a general rule, will be taken progressively in the order listed below. However, the D/KC MPO reserves the discretion to react to a situation as circumstances may require. This may result in prompt termination or other discipline of an employee without engaging in progressive discipline.

2. **Process.** The precise disciplinary actions taken by the D/KC MPO, their sequence, and the time lapse between disciplinary actions may vary depending upon such factors as the nature of the problem, its degree of seriousness and the past performance of the employee.

- **Written Warning #1 is a written notice to an employee that his/her/their behavior or performance must be improved or corrected. The written warning will also define the improvement or corrective action expected and inform the employee that failure to comply with the written warning will result in more serious action. The Executive Director shall record the data and subject of the verbal warning and shall place a confirmation of verbal warning in the employee's personnel file.**
- **Written Warning #2 is a second written notice to an employee that his/her/their behavior or performance has not significantly improved and must be corrected. The second written warning will further define the improvement or corrective action required and inform the employee that failure to comply with the written**

warning could result in termination. The Executive Director shall record the data and subject of the written warning, which the employee will be asked to sign, and shall place the statement in the employee's personnel file. Refusal to sign will not negate documentation or action.

- Final Written Warning is the last written notice to an employee that his/her/their behavior or performance has not significantly improved and must be corrected. The final written warning will further define the improvement or corrective action required and inform the employee that failure to comply with the written warning will result in termination. The Executive Director shall record the data and subject of the written warning, which the employee will be asked to sign, and shall place the statement in the employee's personnel file. Refusal to sign will not negate documentation or action.
- Involuntary termination is the removal of an employee from the employ of the D/KC MPO. Employees who have been involuntarily terminated are not eligible for rehire.
- ~~Oral Reprimand is a verbal notice to an employee that his/her/their behavior or performance must be improved or corrected. The oral reprimand will also define the improvement or corrective action required and inform the employee that failure to comply with the oral warning will result in more serious action. The Executive Director shall record the data and subject of the oral reprimand and shall place a confirmation or oral reprimand in the employee's personnel file.~~
- ~~Written Reprimand is a written notice to an employee that his/her/their behavior or performance must be improved or corrected. Such notice shall contain a statement of the cause for the action, improvement or corrective action required of the employee, timeframes for such action and possible results of the employee's failure to comply. Written reprimands shall be placed in the employee's personnel file.~~
- Suspension is the temporary removal of an employee from duty, with or without pay. Suspension shall be used when other means have been tried without success and it is believed that suspension will bring about the required improvement in the employee's behavior or performance, or when the situation is sufficiently serious to warrant such action.
- ~~Suspension with Pay. It may be necessary to separate an employee from the workplace while an investigation of an allegation against the employee is taking place. As such times, the employee will be placed on suspension with pay pending the investigation. The employee will retain all other fringe benefits during this time.~~

#### H. LAYOFF

Layoff is a non-voluntary act initiated by the employer to discontinue the employment of the employee with the D/KC MPO for non-disciplinary reasons. **For example**, employees may be laid off for the lack of sufficient work or funds.

~~Employees shall be laid off and recalled according to seniority within their department provided they have the present ability, skill and qualifications to perform in the positions which remain filled.~~

#### E. RETURN OF D/KC MPO PROPERTY

Employees are responsible for all D/KC MPO property and material issued to them or in their possession or control. Employees must return all D/KC MPO property and materials immediately upon request or termination. ~~Where permitted by applicable laws, the D/KC MPO may withhold from the employee's check or final paycheck the cost of any items that are not returned when required.~~

## SECTION 8: GRIEVANCE AND APPEAL PROCEDURES

#### A. PROBLEM RESOLUTION STATEMENT

The D/KC MPO Council encourages an open and frank atmosphere in which any work-related problem, complaint, suggestion or question receives a timely response from the executive Director.

Not every problem, complaint, suggestion, performance evaluation or question can be addressed to everyone's total satisfaction, but through understanding and discussion, employees and management can develop confidence and trust in each other.

Where appropriate, the following grievance and appeal procedures are superseded by applicable state laws and rules.

#### B. GRIEVANCE AND APPEAL PROCEDURES

1. Purpose. The purpose of this procedure is to outline for employees and management the proper steps involved when employees believe that a condition of employment of a decision affecting them is unjust or inequitable.

2. Step 1. Employee presents the issue **in writing** ~~verbally~~ to the D/KC MPO Executive Director within five (5) working days after the occurrence of the alleged incident. The Executive Director shall respond back ~~verbally and~~ in writing to the employee within five (5) working days of the initial presentation of the issue.

3. Step 2. If the grievance cannot be resolved in Step 1, the employee has the option of submitting the written grievance to the D/KC MPO Council's Executive Committee within ten (10) working days after receiving the Executive Director's written response. The Executive Committee follows the established Delaware Laws for the D/KC MPO Council's Executive Committee and may meet with the employee at their next scheduled meeting in order to review the grievance.

4. Freedom from Reprisal. No employee shall be penalized, formally or informally, for voicing a complaint in a reasonable manner or for using the grievance and appeal procedure as outlined above.

DRAFT

**EMPLOYEE ACKNOWLEDGEMENT**

I have received a copy of the D/KC MPO Personnel Policy Manual. I understand that the manual is intended to be a guide only and neither the manual nor any other oral or written statement is intended to be a contract or promise which binds either D/KC MPO or me to continue the employment relationship for any period of time. I understand that nothing in this manual limits the right of D/KC MPO or me to terminate the employment relationship at any time for any reason, with or without notice.

The Manual describes important information about my employment and I understand that I should consult my supervisor regarding any questions not answered in the manual.

Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions to the manual may occur. I understand that revised information may supersede, modify, or eliminate existing policies and that all such modifications will be binding on all employees. Additionally, I understand that some of the subjects described in this manual are covered in detail in official policy documents, that I should refer to these documents for specific information, and that the terms of these “Summary Plan Descriptions” and/or “Plan Documents” are controlling.

Furthermore, I acknowledge that this manual and the information in it should be treated confidentially. No portion of this manual should be disclosed to others, except to employees and others affiliated with D/KC MPO whose knowledge of the information is required in the normal course of business.

By signing below, I acknowledge that I have received a copy of the D/KC MPO Personnel Policy Manual on the date indicated below, and I understand that it is my responsibility to read and comply with the policies contained in this manual and any revisions or modifications made to them.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Name (Please Print)

APPENDIX



## Employee Self Evaluation

### I. General Information

Name:

Date of this Evaluation:

Position Title:

Anniversary Date:

### II. Request for Self-analysis Input

To the Employee:

- *Please conduct a self-analysis by answering the questions below.*
  - *Where applicable, include specific comments on your performance characteristics as they relate to your position description and duties.*
1. What were the key outcomes of your work over the past year? (e.g., in programming, administration, management, diversity, etc.). What impact did they have on constituents, the MPO, Kent County, stakeholders, partners, etc.?
  2. What obstacles have you encountered which have affected your performance?
  3. What are the three most important issues you foresee for your position in the MPO during the coming year?
  4. What personal goals would you like to set that will address the issues you identified in #3?
  5. What were the most important learning activities you participated in during the past year? (For example: formal and information courses/workshops, conferences, committee participation, special projects, task forces, presentations, etc.)
  6. What skills, knowledge, and/or abilities need to be enhanced and what are your individual learning goals to address these needs? What support do you need from the MPO?
  7. Is your position description up to date?    Yes \_\_\_\_\_    No \_\_\_\_\_
  8. What other items would you like to discuss during the performance review?

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date





## Employee Performance Evaluation

### I. General Information

Name: \_\_\_\_\_ Date of this Evaluation: \_\_\_\_\_  
 Position Title: \_\_\_\_\_ Anniversary Date: \_\_\_\_\_

### I-A. Type of Evaluation and Overall Rating (Check Both)

Evaluation Period From: \_\_\_\_\_ To: \_\_\_\_\_  
 **Annual**                       **Probationary**  
 Outstanding    Exceeds Job Requirements    Satisfactory    Improvement Needed  

Unsatisfactory

**NOTE:** A rating of *Unsatisfactory* makes the employee ineligible for *Performance Evaluation Incentive salary increases*.

### I-B. Position Responsibilities (list job description)

Work involves \_\_\_\_\_

## II. Performance Plan

*Goals for this evaluation period were articulated at the time of the previous year's annual review. These key objectives provide qualitative and quantitative metrics that will be used in the evaluation process.*

**NOTE:** The review conducted in 2020 did not include specific goals and objectives for the performance period. Therefore, the previous year's goals are listed below.

Your goals were as follows:

1. Manage the D/KC MPO Public Participation Process regarding MTP, UPWP, TIP, Air Quality, Transportation Plans, and annual report.

## III. Performance Factors

To the Rater:

- *Read each performance factor definition.*
- *Carefully consider each descriptive category in the range.*
- *Select the category that best describes the employee's performance in that factor and check the appropriate box.*
- *Only ONE category may be selected for each factor.*
- *Rating categories from LEFT to RIGHT indicate the following: outstanding, exceeds job requirements, satisfactory, improvement needed, unsatisfactory.*
- *Scoring is as follows: outstanding = 4, exceeds job requirements = 3, satisfactory = 2, improvement needed = 1, unsatisfactory = 0.*
- *In the comment section, comments are **optional** for any rating of outstanding, exceeds job requirements, or satisfactory. Comments are **mandatory** for improvement needed or unsatisfactory.*

**Performance Goals: *achievement of articulated goals and objectives.***

<input type="checkbox"/> Consistently accomplishes organization and individual goals and objectives within the indicated timeframe.	<input type="checkbox"/> Frequently accomplishes organization and individual goals and objectives, usually within the indicated timeframe.	<input type="checkbox"/> Accomplishes some organization and individual goals and objectives. May not always do so within the indicated timeframe.	<input type="checkbox"/> Rarely accomplishes organization and individual goals and objectives, often outside the indicated timeframe.	<input type="checkbox"/> Does not accomplish organization and individual goals and objectives. Does not meet indicated timeframe.
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**Quality and Quantity of Work: *accuracy, neatness, thoroughness, technical correctness, and amount of work.***

<input type="checkbox"/> Work is of highest quality; extremely accurate and thorough.	<input type="checkbox"/> Work is consistently accurate and thorough.	<input type="checkbox"/> Quality of work is satisfactory.	<input type="checkbox"/> Work is below average; mistakes frequently occur.	<input type="checkbox"/> Work is of unacceptable quality.
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**Attendance and Punctuality: *degree to which the employee remains on the job, punctuality, and absenteeism.***

<input type="checkbox"/> Has perfect attendance.	<input type="checkbox"/> Has near perfect attendance; extremely punctual; makes every effort to remain on the job.	<input type="checkbox"/> Occasionally misses time and/or occasionally late; satisfactory attendance.	<input type="checkbox"/> Often misses time and/or often late; absence sometimes affects responsibilities; improvement needed.	<input type="checkbox"/> Misses extreme amounts of time and/or consistently late; absence seriously affects responsibilities; unsatisfactory.
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**Interaction with Others/Constituent Service: *how well the employee relates to and works with other employees and the public.***

<input type="checkbox"/> Always cooperative; extremely courteous and helpful.	<input type="checkbox"/> Often displays extra effort in cooperating with and helping others.	<input type="checkbox"/> Usually cooperative, courteous, and helpful to others.	<input type="checkbox"/> Sometimes uncooperative and discourteous towards other employees and/or the public.	<input type="checkbox"/> Not cooperative; often rude and/or unhelpful to other employees or the public.
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**Planning and Organization: *utilization of time and resources to achieve desired results.***

<input type="checkbox"/> Excellent use of time and resources; demonstrates strong planning skills.	<input type="checkbox"/> Good use of time and resources; usually plans and organizes work well.	<input type="checkbox"/> Satisfactory use of time and resources.	<input type="checkbox"/> Sometimes does not use time and resources well; needs to plan work better.	<input type="checkbox"/> Does not use time and resources in an efficient manner; demonstrates poor planning.
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**Communication - Oral & Written: degree to which the employee expresses ideas effectively.**

<input type="checkbox"/> Job-related ideas are always expressed in an exceptionally clear manner.	<input type="checkbox"/> Demonstrates better than average communication skills.	<input type="checkbox"/> Expresses ideas in a satisfactory manner.	<input type="checkbox"/> Sometimes has difficulty expressing ideas.	<input type="checkbox"/> Fails to make self understood.
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**IV. Evaluator's Comments**

*Include statements to highlight and summarize the strengths and weaknesses of the employee's performance (comments mandatory for any improvement needed or unsatisfactory evaluations).*

XXXXX has been very supportive and helpful during the executive director transition, which is greatly appreciated.

XXXXX earned and received a total of **XX** (out of 24) **points** for this annual performance evaluation. Therefore, she is eligible to receive a **X% salary increase** for the 202x-202x performance period. Job well done!

**V. Goals for the Next Evaluation Period**

Core goals and objectives are articulated in the position description, UPWP and MTP. The following are in addition to and specific for the next evaluation period.

Program and/or Organizational Priorities:

<u>Goal Needed</u>	<u>Expected Results/Outcomes</u>	<u>Resources</u>
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Process and/or Skill Improvement Priorities:

<u>Goal Needed</u>	<u>Expected Results/Outcomes</u>	<u>Resources</u>
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\_\_\_\_\_  
Supervisor's Signature      Date

\_\_\_\_\_  
Employee's Signature      Date