

AGENDA

**ROANOKE VALLEY RESOURCE AUTHORITY
1020 HOLLINS ROAD, NE
ROANOKE, VA 24012
JUNE 25, 2025
12:00 P.M.**

I. OPENING CEREMONIES

- A. Call to Order
- B. Roll Call
- C. Welcome Guests
- D. Requests to Postpone, Add to, or Change the Order of Agenda Items

II. BUSINESS ITEMS

Action:

- A. **PUBLIC HEARING:** FY 2025-2026 RVRA Rate Schedule
- B. Amendment of FY2024-25 Budget

Information:

- C. Engagement of Robinson, Farmer, Cox Associates, PLLC to Conduct FY 2024-2025 Annual Audit
- D. Award of Temporary Term Contract - Mulching Services
- E. Award of Contract – Janitorial and Cleaning Services (IFB#071521)
- F. Award of Term Contract - Stone Services (IFB# 071519)
- G. Review and consideration of revised Employee Handbook
- H. Consider Resolution authorizing one-time bonuses for all employees

III. CONSENT AGENDA

Consent agenda items are routine and approved by a single resolution. Any item may be removed from the consent agenda and considered separately.

- A. Minutes of May 28, 2025 Meeting

IV. REPORTS

- A. **MAY FINANCIALS**
 - 1. Statement of Cash Balances
 - 2. Statement of Operations
 - 3. Reconciliation of Net Income to Cash Provided by Operations
 - 4. Summary of Reserve Funds
 - 5. Summary of Cash Reserve Funds Transferred from Roanoke Valley Regional Solid Waste Management Board
 - 6. Cumulative Statement of Operations
 - 7. VRA2021A Bond Issuance
- B. **WASTE TONNAGE REPORT**
- C. **MONTHLY TRAILER REPORT**
- D. **RESIDENTIAL WASTE REPORT**
- E. **WOODWASTE REPORT**

F. RECYCLING REPORT
G. HOUSEHOLD HAZARDOUS WASTE REPORT
H. AIR SPACE REPORT
I. PROJECT STATUS REPORT

V. PUBLIC QUESTIONS OR COMMENTS RECEIVED

VI. CHIEF EXECUTIVE OFFICER REPORT

VII. BOARD MEMBER COMMENTS

VIII. ADJOURNMENT

BUSINESS ITEM# II.A

AT A REGULAR MEETING OF THE ROANOKE VALLEY RESOURCE AUTHORITY

MEETING DATE: June 25, 2025

AGENDA ITEM: Public Hearing: FY 2025-2026 RVRA Rate Schedule

SUBMITTED BY: Jon A. Lanford, Chief Executive Officer

SUMMARY OF INFORMATION:

At its March 26, 2025 meeting, the Board reviewed and approved the Authority's annual budget for Fiscal Year 2025-2026, which included the following proposed changes to the Authority's published Rate Schedule to become effective July 1, 2025:

- a. increase the Municipal Waste Fee from \$56.50/ton to \$58.00/ton; and
- b. increase the Commercial, Construction & Demolition Debris, Dead Animals, and Asbestos (non-friable) fees from \$67.50/ton to \$69.50/ton; and
- c. increase the Wood Waste (untreated) from \$38.00/ton to \$39.00/ton; and
- d. increase the Others (as determined by Resource Authority) from \$67.50 \$100.00 per ton to \$69.50 - \$100.00 per ton.

The Board subsequently approved a preliminary Rate Schedule by resolution (RA#2025-10) establishing a formal public hearing on June 25, 2025 in accordance with the requirements of the Virginia Water and Waste Authorities Act. A notice of Public Hearing was published in the Roanoke Times.

The Public Hearing shall be declared open and Public Comments will be received concerning final fees and charges.

Upon hearing any and all comments, the Public Hearing will be closed and the Authority will adopt and put into effect the preliminary Rate Schedule of waste disposal rates, fees, and charges, as originally adopted or as amended.

FISCAL IMPACT:

The adopted FY25-26 budget included revenue and expenditure estimates based on the preliminary fees and known budgetary impacts.

STAFF RECOMMENDATION:

Unless public comments justify further amendment to the proposed fees as presented by Staff, Staff recommends the approval of the attached resolution adopting the "Roanoke Valley Resource Authority's Waste Disposal Fees & Charges," effective July 1, 2025.

**RESOLUTION OF THE ROANOKE VALLEY RESOURCE AUTHORITY ADOPTING
SCHEDULE OF RATES, FEES, AND CHARGES FOR THE USE OF THE AUTHORITY'S
SYSTEMS, EFFECTIVE JULY 1, 2025**

Adopted this 25th day of June 2025

RA#2025 – xx

A RESOLUTION adopting a schedule of rates, fees and charges for the use of the Authority's system effective July 1, 2025.

BE IT RESOLVED by the Roanoke Valley Resource Authority that:

1. The preliminary Rate Schedule previously established by the Authority by resolution (RA#2025-10 dated March 26, 2025 of rates, fees and charges to be charged by the Authority effective July 1, 2025 for the use of the system set forth on Exhibit "A", which is attached to and incorporated in this resolution, is hereby ADOPTED in final and put into effect, as more particularly set forth in the report from the Chief Executive Officer to this Authority, dated June 25, 2025.
2. The Authority Board Secretary is authorized and directed to transmit a certified copy of this resolution with the final adopted schedule of rates, fees, and charges effective July 1, 2025 to the Office of the Clerk for Roanoke City Council, the Office of the Clerk for the Roanoke County Board of Supervisors, the Office of the Clerk for the Vinton Town Council, and the Clerk for the City of Salem City Council to be kept on file and open to inspection by all parties interested.

On motion of _____ to adopt the resolution, seconded by _____ and carried by the following roll call and recorded voice vote:

AYES:

NAYES:

ABSENT:

A COPY TESTE: _____

Lorie C. Bess
RVRA Board Secretary

I hereby certify that the foregoing is a true and correct copy of Resolution RA#2025-xx adopted by the Roanoke Valley Resource authority on June 25, 2025.

A COPY TESTE: _____

Lorie C. Bess
RVRA Board Secretary

**ROANOKE VALLEY RESOURCE AUTHORITY
WASTE DISPOSAL FEES AND CHARGES
AS OF: JULY 1, 2024 2025**

MUNICIPAL WASTE	\$56.50 \$58.00 PER TON
COMMERCIAL WASTE ⁽¹⁾	\$67.50 \$69.50 PER TON
CONSTRUCTION AND DEMOLITION WASTE ⁽¹⁾	\$67.50 \$69.50 PER TON
WOOD WASTE CLEAN LOADS OF UNTREATED BRUSH OR WOOD SUITABLE FOR TUB GRINDING	\$38.00 \$39.00 PER TON
TIRES ⁽¹⁾ TIRES MIXED WITH OTHER WASTE	\$255.00 PER TON PREVAILING RATE PLUS \$5.00 PER TIRE
SPECIAL WASTES (ACCEPTED ONLY WITH PRIOR APPROVAL & NOTIFICATION.) ASBESTOS (NON FRIABLE) ⁽¹⁾	\$67.50 \$69.50 PER TON
ASBESTOS (FRIABLE)	\$100.00 PER TON
DEAD ANIMALS	\$67.50 \$69.50 PER TON
OTHERS (AS DETERMINED BY RESOURCE AUTHORITY)	\$67.50 \$69.50 - \$100.00 PER TON
UNCOVERED VEHICLES	ADDITIONAL \$25.00
MINIMUM CHARGE FOR PER TON FEES	\$15.00
WOOD MULCH SALES (WHEN AVAILABLE) PICK UP TRUCKS AND SMALL TRAILERS (1 Bucket)	NO CHARGE
ALTERNATE DAILY COVER (ACCEPTED ONLY @ SMITH GAP LANDFILL WITH PRIOR NOTIFICATION & APPROVAL.)	\$25.00 PER TON
VEHICLE WEIGH FEE (NON-MEMBER VEHICLES)	\$25.00
UNACCEPTABLE WASTE CHARGES ⁽¹⁾	\$100.00 PER TON @ MINIMUM ONE TON + HANDLING COSTS, RELATED DAMAGES, AND LOST REVENUE

LATE ACCOUNT PENALTY 10% OF AMOUNT PLUS INTEREST AT THE LEGAL RATE ON THE PRINCIPAL

FOOTNOTE: (1) AN ADDITIONAL \$0.16 PER TON FUEL SURCHARGE WILL BE ADJUSTED UP/DOWN, BUT NOT BELOW POSTED BASE RATE, AND APPLIED QUARTERLY FOR EACH \$0.10/GAL INCREASE IN DIESEL PRICES ABOVE \$5.15/GAL AT THE END OF THE IMMEDIATELY PRECEDING QUARTER AS PUBLISHED FOR "U.S. ON-HIGHWAY DIESEL FUEL PRICES" FOR THE "LOWER ATLANTIC" @[HTTPS://WWW.EIA.GOV/PETROLEUM/GASDIESEL/](https://www.eia.gov/petroleum/gasdiesel/).

NOTE: THE ROANOKE VALLEY RESOURCE AUTHORITY RESERVES THE RIGHT TO ESTABLISH FEES AND CHARGES AS IT DEEMS NECESSARY AND APPROPRIATE FOR WASTES NOT LISTED HEREIN AND TO REFUSE TO ACCEPT ANY MATERIAL DEEMED BY THE AUTHORITY TO BE UNACCEPTABLE.

BUSINESS ITEM# II.B.

AT A REGULAR MEETING OF THE ROANOKE VALLEY RESOURCE AUTHORITY

MEETING DATE: June 25, 2025

AGENDA ITEM: Amendment of FY2024-25 Budget

SUBMITTED BY: Brad D. Brewer, Finance Manager

SUMMARY OF INFORMATION:

As we approach the end of the FY2024-25 fiscal year, it has become clear that the RVRA will exceed the approved budgeted personnel and operating expenses of \$13,108,826 but that revenue is on pace to exceed the budgeted amount by an even greater margin. This budget increase is necessary primarily because Wastewater Freight expense is on pace to finish the year \$600,000, over budget.

FISCAL IMPACT:

There will not be a fiscal impact on the organization as the budgeted revenue will also be increased by \$600,000.

STAFF RECOMMENDATION:

Staff requests the Board's authorization to increase Wastewater Freight and Commercial Receipts \$600,000.00 to provide sufficient budgeted funds for the remainder of the FY24-25 fiscal year.

RESOLUTION OF THE ROANOKE VALLEY RESOURCE AUTHORITY

Adopted this 25th day of June 2025

RA#2025 - xx

A RESOLUTION approving the amendment of the Authority's Annual Operating and Reserves budget for fiscal year 2024-2025.

BE IT RESOLVED by the Roanoke Valley Resource Authority that:

The fiscal year 2024-2025 Annual Operating and Reserves Budget for the Roanoke Valley Resource Authority as approved on March 26, 2025, be increased by \$600,000.00 in Commercial Receipts and Wastewater Freight to remain in balance and thus to allow for sufficient operating funds for the remainder of the fiscal year.

On motion of _____ to adopt the resolution, seconded by _____ and carried by the following roll call and recorded voice vote:

AYES:

NAYS:

ABSENT:

ATTEST:_____

Lorie C. Bess
RVRA Board Secretary

BUSINESS ITEM # II.C.

AT A REGULAR MEETING OF THE ROANOKE VALLEY RESOURCE AUTHORITY

MEETING DATE: June 25, 2025

SUBJECT: Engagement of Robinson, Farmer, Cox Associates, PLLC to Conduct FY 2024-2025 Annual Audit

SUBMITTED BY: Jon A. Lanford, Chief Executive Officer
Brad Brewer, Finance Manager

SUMMARY OF INFORMATION:

Staff has retained Robinson, Farmer, Cox Associates, PLLC (RFC), to conduct its annual financial audit for FY 2024-2025. Auditing standards require certain information to be communicated directly to the Board. An engagement letter from Robinson, Farmer, Cox Associates explaining the auditing process is attached for your information. Please contact me if you have any questions.



ROBINSON, FARMER, COX ASSOCIATES, PLLC

Certified Public Accountants

May 22, 2025

Roanoke Valley Resource Authority
Attn: Board Members and
 Jon Lanford, Chief Executive Officer
1020 Hollins Road
Roanoke Virginia 24012

Dear Board Members and Mr. Lanford:

We are pleased to confirm our understanding of the services we are to provide the Roanoke Valley Resource Authority for the year ended June 30, 2025.

Audit Scope and Objectives

We will audit the financial statements of the business-type activities and the disclosures, which collectively comprise the basic financial statements of the Roanoke Valley Resource Authority as of and for the year ended June 30, 2025. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Roanoke Valley Resource Authority's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Roanoke Valley Resource Authority's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Pension and other post-employment benefit schedules and notes

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

- 1) Introductory section.
- 2) Statistical section.

BLACKSBURG OFFICE:
108 South Park Drive
Blacksburg, Virginia 24060
(540) 552-7322

CONTACT:
Diana Epperly, CPA
 Director
depperly@rfca.com

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS, the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and the *Specifications for Audits of Authorities, Boards and Commissions* issued by the Auditor of Public Accounts of the Commonwealth of Virginia and will include tests of your accounting records of the Roanoke Valley Resource Authority and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission and send data over the internet or allow access to data through third-party vendors' secured portals or clouds. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails or data transmitted by us in connection with the

performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions or electronic data sharing, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- According to GAAS, significant risks include management override of controls, and GAAS presumes that revenue recognition is a significant risk. Accordingly, we have considered these as significant risks.
- Risk related to identifying all adjusting entries necessary to present the financial statements in accordance with current reporting standards.
- It is noted that the identified risks are based on the prior period audit and audit planning has not been concluded for the current year; therefore, modifications to significant risks may be necessary.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Roanoke Valley Resource Authority's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have

disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Other Services

Financial Statement Preparation

We will also assist in preparing the financial statements and related notes of the Roanoke Valley Resource Authority in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined any other items listed below. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Agreed-Upon Procedures (DEQ)

You will agree to the procedures related to municipal solid waste facilities and/or storage tanks in accordance with the Code of Virginia and will acknowledge that the procedures to be performed are appropriate for the intended purpose of the engagement, which is Applying Agreed-Upon Procedures in accordance with requirements mandated by the Environmental Protection Agency and the Virginia Department of Environmental Quality (DEQ). Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by AICPA. Those standards require that we obtain your written agreement to the procedures to be applied and your acknowledgement that those procedures are appropriate for the intended purpose of the engagement, as described in this letter. A refusal to provide such agreement and acknowledgement will result in our withdrawal from the engagement. No other parties will be requested to agree to the procedures and acknowledge that the procedures performed are appropriate for their purpose. We make no representation that the procedures we will perform are appropriate for the intended purpose of the engagement or for any other purpose.

Because the agreed-upon procedures do not constitute an examination or review, we will not express an opinion or conclusion on the subject matter. In addition, we have no obligation to perform any procedures beyond those to which you agree.

We will issue a written report on completion of our engagement that list the procedures performed and our findings. Our report will be addressed to the Roanoke Valley Resource Authority and appropriate agencies. If we encounter restrictions in performing our procedures, we will discuss the matter with you. If we determine the restrictions are appropriate, we will disclose the restrictions in our report. Our report

will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you. You understand that the report is intended solely for the information and use of the Virginia DEQ, and the Roanoke Valley Resource Authority and should not be used by anyone other than these specified parties.

There may exist circumstances that, in our professional judgement, will require we withdraw from the engagement. Such circumstances include the following:

- You refuse to provide written agreement to the procedures and acknowledge that they are appropriate for the intended purpose of the engagement.
- You fail to provide requested written representations, or we conclude that there is sufficient doubt about the competence, integrity, ethical values, or diligence of those providing the written representations, or we conclude that the written representations provided are otherwise not reliable.
- We determine that the description of the procedures performed or the corresponding findings are misleading in the circumstances of the engagement.
- We determine that restrictions on the performance of procedures are not appropriate.

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations; however, should any such matters come to our attention, we will communicate them in accordance with professional standards and applicable law. In addition, if in connection with this engagement, matters come to our attention that contradict the subject matter, we will communicate such matters to you.

You are responsible for the subject matter to which our agreed-upon procedures are applied. In addition, you are responsible for providing us with (1) access to all information of which you or the appropriate party are aware that is relevant to the performance of the agreed-upon procedures on the subject matter, (2) additional information that we may request from the appropriate party for the purpose of performing the agreed-upon procedures, and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence relating to performing those procedures.

At the conclusion of our engagement, we will require certain written representations in the form of a representation letter from management that, among other things, will confirm management's responsibility for the subject matter in accordance with mandates of the Environmental Protection Agency and the Virginia Department of Environmental Quality.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

As an attest client, Robinson, Farmer, Cox Associates cannot retain your documents on your behalf. This is in accordance with the ET 1.295.143 of the AICPA Code of Professional Conduct. The Roanoke Valley Resource Authority is responsible for maintaining its own data and records.

Robinson, Farmer Cox Associates does not host any of the Roanoke Valley Resource Authority's information. ShareFile and Engagement Organizer are used solely as a transferring data and are not intended to store the Roanoke Valley Resource Authority's information. Upon conclusion of the engagement, Robinson, Farmer, Cox Associates will provide the Roanoke Valley Resource Authority with a copy (in an agreed-upon format) of the deliverables and relevant data related to the engagement.

The data and other content will either be removed from the ShareFile and Engagement Organizer portals or become unavailable to Robinson, Farmer, Cox Associates within a reasonable period of time as determined by our internal record retention policy.

We will provide copies of our reports to the Roanoke Valley Resource Authority; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Robinson, Farmer, Cox Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Auditor of Public Accounts or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Robinson, Farmer, Cox Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Auditor of Public Accounts. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Diana Epperly, CPA is the engagement director and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately August 25, 2025, and to issue our reports no later than September 30, 2025.

Our fee for services will be \$21,500 and is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Any claim by you for damages arising from RFC's performance of its services under this agreement shall be commenced within one year from when you knew, or should have known, of our breach of standard care, but in no event shall such claim be brought more than three years after the date of delivery of the completed report.

Reporting

We will issue a written report upon completion of our audit of the Roanoke Valley Resource Authority's financial statements. Our report will be addressed to the Board of Directors of the Roanoke Valley Resource Authority. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Roanoke Valley Resource Authority is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to the Roanoke Valley Resource Authority and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

ROBINSON, FARMER, COX ASSOCIATES

Diana Epperly

Diana Epperly
Certified Public Accountant
Director

RESPONSE:

This letter correctly sets forth the understanding of the Roanoke Valley Resource Authority.

Management signature: *J.A.L. H*

Title: CEO

Governance signature: *Laurie Gearhart*

Title: Board Member

BUSINESS ITEM# II.D

AT A REGULAR MEETING OF THE ROANOKE VALLEY RESOURCE AUTHORITY

MEETING DATE: June 25, 2025

AGENDA ITEM: Award of Term Contract for Mulching Services

SUBMITTED BY: Jeremy S. Garrett, Director of Operations – Technical Services

SUMMARY OF INFORMATION:

To prevent operational disruption at the Tinker Creek Transfer Station, RVRA staff has negotiated an interim Memorandum of Understanding (MOU) with Timberland Mulch, a Virginia-based corporation, to provide emergency mulching services for all wood waste scaled at the facility located at 1020 Hollins Road NE, Roanoke, VA 24012. This MOU will remain in effect until a formal solicitation and term contract award process can be completed.

- The emergency MOU with Timberland Mulch includes the following key terms: Timberland Mulch will process all wood waste scaled at the Tinker Creek Transfer Station into mulch, using contractor-provided equipment and labor, at a rate of \$36 per ton, inclusive of all labor, equipment, unlimited mobilization, and administrative costs.
- The contractor is permitted to store primary mulching equipment on-site at no cost, with RVRA assuming no liability for such equipment.
- Services will be provided on an as-needed basis to ensure the designated mulching area remains available, with weekly reports submitted to RVRA detailing processed volumes and any issues.
- The MOU will become effective July 1, 2025, and shall remain in place until the execution of a formal term contract, or until December 31, 2025, whichever occurs first. Either party may terminate the MOU with 30 days' written notice.

This emergency MOU was negotiated in accordance with the Virginia Public Procurement Act and RVRA's Procurement Policies, which allow for direct negotiation in urgent situations when continuation of services is critical to Authority operations and a formal solicitation process is not yet complete.

FISCAL IMPACT:

The cost of mulching services is \$36 per ton of wood waste processed, as scaled at the Tinker Creek Transfer Station. This is a recurring operational expense and is anticipated to support continuity of service by preventing disruptions in wood waste acceptance during the interim period. The pricing structure is inclusive of all costs and is consistent with anticipated rates for formal contract procurement.

STAFF RECOMMENDATION:

Staff recommends the Board adopt the attached resolution authorizing the Chief Executive Officer to execute an emergency Memorandum of Understanding with Timberland Mulch for the processing of wood waste at the Tinker Creek Transfer Station, in accordance with the negotiated terms and subject to final approval by General Counsel.



RESOLUTION OF THE ROANOKE VALLEY RESOURCE AUTHORITY

Adopted this 25th day of June 2025

RA#2025-_____

A RESOLUTION AUTHORIZING THE EXECUTION OF A TEMPORARY MEMORANDUM OF UNDERSTANDING WITH TIMBERLAND MULCH FOR EMERGENCY MULCHING SERVICES AT THE TINKER CREEK TRANSFER STATION

WHEREAS, the Roanoke Valley Resource Authority (the "Authority") requires uninterrupted mulching services to process wood waste at its Tinker Creek Transfer Station in order to maintain operational capacity and ensure continued acceptance of wood waste; and

WHEREAS, the Authority has negotiated a temporary Memorandum of Understanding (MOU) with Timberland Mulch, a qualified Virginia-based corporation, to provide emergency mulching services at the Tinker Creek Transfer Station located at 1020 Hollins Road NE, Roanoke, VA 24012, pending the completion of a formal procurement process; and

WHEREAS, the temporary MOU provides for the processing of all scaled wood waste at a rate of \$36 per ton, inclusive of all labor, equipment, mobilization, and administrative costs, with services performed as needed, and includes provisions for equipment storage and operational reporting; and

WHEREAS, the MOU has been negotiated in accordance with the Authority's procurement policies and the Virginia Public Procurement Act, which permit direct negotiations in emergency or urgent operational circumstances.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Roanoke Valley Resource Authority as follows:

1. **Emergency MOU Authorization:** The Chief Executive Officer is hereby authorized to execute a temporary Memorandum of Understanding with Timberland Mulch for the provision of emergency mulching services at the Tinker Creek Transfer Station, in accordance with the negotiated terms and subject to approval as to form by General Counsel.
2. **General Authority:** The Chief Executive Officer is further authorized to execute any and all documents and take such other actions as may be necessary or desirable to carry out the intent of this Resolution.

AYES:

NAYS:

ABSENT:

ATTEST: _____

Lorie C. Bess
RVRA Board Secretary

BUSINESS ITEM# II.E

AT A REGULAR MEETING OF THE ROANOKE VALLEY RESOURCE AUTHORITY

MEETING DATE: June 26, 2025

AGENDA ITEM: Award of Contract – Janitorial and Cleaning Services (IFB#071521)

SUBMITTED BY: Jeremy S. Garrett, Director of Operations – Technical Services

SUMMARY OF INFORMATION:

The Roanoke Valley Resource Authority issued Invitation for Bids (IFB#071521) on May 7, 2025, soliciting sealed bids from qualified firms to provide janitorial and cleaning services at its three primary operational facilities: Tinker Creek Transfer Station, Salem Transfer Station, and Smith Gap Regional Landfill.

Two bids were received in response to the IFB, submitted by RC Lawncare and TCM, Inc. Following a thorough evaluation of bid responsiveness, qualifications, and pricing, staff recommends awarding the contract to the lowest responsive and responsible bidder.

The contract includes regular janitorial services, as-needed tasks, and specified deliverables such as daily, weekly, and bi-annual cleaning at each site. The initial term will begin July 1, 2025, and continue through June 30, 2026, with up to four optional one-year renewals contingent on performance and mutual agreement.

FISCAL IMPACT:

The awarded contract services are included in the FY2025-26 operational budget. The selected bidder's pricing was determined to be competitive and within the available funding.

STAFF RECOMMENDATION:

Staff recommends that the Board adopt the attached resolution authorizing the Chief Executive Officer to award and execute a term contract with the lowest responsive and responsible bidder for the provision of janitorial and cleaning services at RVRA facilities, pursuant to the vendor's response to IFB#071521 and subject to final terms approved by General Counsel.



RESOLUTION OF THE ROANOKE VALLEY RESOURCE AUTHORITY

Adopted this 25th day of June 2025

RA#2025-_____

A RESOLUTION AUTHORIZING THE AWARD AND EXECUTION OF A TERM CONTRACT FOR JANITORIAL AND CLEANING SERVICES PURSUANT TO IFB#071521

WHEREAS, the Roanoke Valley Resource Authority (the “Authority”) issued Invitation for Bids (IFB#071521) on May 7, 2025, soliciting sealed bids from qualified vendors for the provision of janitorial and cleaning services at the Tinker Creek Transfer Station, Salem Transfer Station, and Smith Gap Regional Landfill; and

WHEREAS, said solicitation was conducted in accordance with the Authority’s procurement policies and the Virginia Public Procurement Act; and

WHEREAS, two bids were received and reviewed for responsiveness and responsibility; and

WHEREAS, it has been determined that the lowest responsive and responsible bidder submitted a proposal that meets the specifications and requirements outlined in the IFB.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Roanoke Valley Resource Authority as follows:

1. The Chief Executive Officer is hereby authorized to award and execute a term contract with the lowest responsive and responsible bidder for janitorial and cleaning services at RVRA facilities, pursuant to the vendor’s response to IFB#071521 and subject to terms approved by General Counsel.
2. The Chief Executive Officer is further authorized to execute all necessary documents and take such additional actions as may be necessary to carry out the intent of this Resolution.

AYES:

NAYS:

ABSENT:

ATTEST: _____

Lorie C. Bess
RVRA Board Secretary

BUSINESS ITEM# II.F

AT A REGULAR MEETING OF THE ROANOKE VALLEY RESOURCE AUTHORITY

MEETING DATE: June 25, 2025

AGENDA ITEM: Award of Term Contract for Stone Services (IFB# 071519)

SUBMITTED BY: Jeremy S. Garrett, Director of Operations – Technical Services

SUMMARY OF INFORMATION:

In support of the Authority's ongoing operations at its primary facilities—including the Tinker Creek Transfer Station, Salem Transfer Station, and the Smith Gap Regional Landfill—staff issued a formal Invitation for Bids (IFB# 071519) for the supply and delivery of stone and aggregate materials.

The solicitation was publicly advertised via the RVRA Bid Portal and Virginia's eVA system. Bids were received from the following three vendors:

- Salem Stone Corporation
- Boxley Materials Company
- Rockydale Quarries Corporation

All bids were reviewed for completeness and responsiveness. Salem Stone Corporation submitted the lowest responsive and responsible bid that met all required technical specifications and service terms. Based on this evaluation, staff recommends awarding the contract to Salem Stone Corporation.

FISCAL IMPACT:

Expenditures under this contract will be managed within the FY 2025-2026 Annual Budget allocations for operations and maintenance across RVRA facilities.

STAFF RECOMMENDATION:

Staff recommends that the Board adopt the attached resolution authorizing the Chief Executive Officer to award and execute a term contract with Salem Stone Corporation for the supply of stone and aggregate materials, pursuant to the vendor's response to IFB# 071519 and subject to final terms approved by General Counsel.



RESOLUTION OF THE ROANOKE VALLEY RESOURCE AUTHORITY

Adopted this 25th day of June 2025

RA#2025-_____

A RESOLUTION AUTHORIZING THE AWARD AND EXECUTION OF A CONTRACT FOR THE SUPPLY AND DELIVERY OF STONE MATERIALS PURSUANT TO IFB "STONE SERVICES - IFB - FY2025"

WHEREAS, the Roanoke Valley Resource Authority (the "Authority") issued Invitation for Bids titled "Stone Services - IFB - FY2025" on May 7, 2025, seeking competitive sealed bids for the supply and delivery of stone materials meeting Virginia Department of Transportation (VDOT) specifications to various Authority facilities on an as-needed basis; and

WHEREAS, said solicitation was conducted in accordance with the Authority's procurement procedures and the Virginia Public Procurement Act, and bids were received and evaluated; and

WHEREAS, Salem Stone Corporation was determined to have submitted the lowest responsive and responsible bid meeting all technical and service specifications.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Roanoke Valley Resource Authority as follows:

1. **Award and Contract Execution:** The Chief Executive Officer is hereby authorized to award and execute a one-year contract with Salem Stone Corporation for the supply and delivery of VDOT-specified stone materials to RVRA facilities, commencing July 1, 2025, and continuing through June 30, 2026, with options to renew for up to four (4) additional one-year periods, all as specified in the executed Stone Services Agreement and subject to terms approved by General Counsel.
2. **General Authority:** The Chief Executive Officer is further authorized to execute any and all documents and take such other actions as may be necessary or desirable to carry out the intent of this Resolution.

AYES:

NAYS:

ABSENT:

ATTEST: _____

Lorie C. Bess
RVRA Board Secretary

BUSINESS ITEM# II.G

AT A REGULAR MEETING OF THE ROANOKE VALLEY RESOURCE AUTHORITY

MEETING DATE: June 25, 2025

AGENDA ITEM: Review and consideration of revised Employee Handbook

SUBMITTED BY: Jon A. Lanford, Chief Executive Officer

SUMMARY OF INFORMATION:

Mr. Haskell Brown has been working diligently to assist us in updating our 2009 Employee Handbook, to bring it up to date with current practices and laws. Some clarity is provided for certain topics, including short- and long-term disability benefits. The Handbook also includes updated policies for drug/alcohol/controlled substance use. Some key updates include:

- Section 2.2 Language added to describe how criminal history reports should be handled. The wording comes from the Virginia Department of Human Resource Management's policies, which reflects best practice.
- Section 4.1.1 Clarification that information on STD and LTD benefits can be found in the benefit enrollment guide, not the employee handbook.
- Section 4.1.8 Language is added noting that RVRA follows Roanoke County's short- and long-term disability HR Management Policies.
- Section 4.9(A) Christmas Eve added as a holiday.
- Section 4.9(C) The two floating holidays revised to three.
- Section 5.9.1(B) The reference to an exit interview has been deleted.
- Section 6.5.17(F) The highlighted text in the middle of the statement has been deleted.
- Section 7.1.3 Addresses marijuana and/or cannabis oil, particularly for medicinal uses. This Section addresses that you follow the normal FMSCA-prescribed policy for all FMSCA-covered employees, meaning they are not permitted for medicinal cannabis oil use under the state statute. Non-FMSCA employees must provide a "practitioner's" certification to be protected under the state statute, and they are still not allowed to be impaired at work or possess these substances at work.

STAFF RECOMMENDATION:

The Employee Handbook as presented comes with my recommendation for approval, making the new Handbook effective July 1, 2025.



RESOLUTION OF THE ROANOKE VALLEY RESOURCE AUTHORITY

Adopted this _____ day of _____, 2025
NO. _____

A RESOLUTION adopting new personnel policies and procedures in the form of a new Employee Handbook for the Roanoke Valley Resource Authority.

BE IT RESOLVED by the Roanoke Valley Resource Authority that:

1. The attached document entitled "Roanoke Valley Resource Authority, Employee Handbook," dated <DATE>, 2025, is hereby adopted as the personnel policies and procedures of the Roanoke Valley Resource Authority.
2. All prior employee handbook versions and amendments thereto adopted by resolutions or other actions of the Roanoke Valley Resource Authority addressing the subject matter of the attached document are hereby superseded and repealed.

AYES:

NAYS:

ABSENT:

ATTEST: _____

Lorie C. Bess
RVRA Board Secretary

ROANOKE VALLEY RESOURCE AUTHORITY
EMPLOYEE HANDBOOK

Approved via Resolution No. <NUMBER>,
adopted <DATE>, 2025

TABLE OF CONTENTS

1.	General Conditions of Employment.....	1
1.1	Roanoke Valley Resource Authority.....	1
1.2	Equal Employment Opportunity.....	1
1.3	Interpretations.....	1
2.	Application and Hiring Process.....	2
2.1	Application Process.....	2
2.2	Qualifications for Employment.....	2
2.3	Application for Positions Requiring Operation of Authority Motor Vehicles.....	2
2.4	Work Authorization.....	3
2.5	Types of Employment.....	3
2.6	Orientation.....	3
2.7	Probationary Period.....	4
3.	Compensation and Benefits.....	5
3.1	Classification Plan and Merit Pay.....	5
3.1.1	Classification Plan.....	5
3.1.2	Merit Pay.....	5
3.2	Recording Work Hours.....	6
3.3	Payroll Administration.....	6
3.4	Direct Deposit.....	6
3.5	Deductions.....	6
3.6	Overtime Compensation.....	6
3.6.1	FLSA Compliance.....	6
3.6.2	Status Determination.....	6
3.6.3	Non-Exempt Employees.....	7
3.6.4	Exempt Employees.....	7
3.7	Standby and On-Call.....	7
3.7.1	Standby.....	7
3.7.2	On-Call.....	7
3.8	Acting Status Compensation.....	7
3.9	20-Year Service Pay.....	8
3.10	Benefit Package.....	8
3.11	Unemployment Compensation.....	8
3.12	Workers' Compensation.....	8

3.13	Social Security.....	9
3.14	Employee Assistance Program.....	10
3.15	Tuition Reimbursement Program.....	10
3.16	Recognition of Employees.....	11
3.16.1	Length of Service.....	11
3.16.2	Outstanding Performance.....	11
3.17	Uniform Allowance.....	11
4.	Leaves of Absence.....	12
4.1	Flexible Leave Plan.....	12
4.1.1	Purpose.....	12
4.1.2	Applicability.....	12
4.1.3	Accumulation.....	12
4.1.4	Scheduling Flexible Leave.....	12
4.1.5	Flexible Leave upon Termination.....	13
4.1.6	Holidays during Flexible Leave.....	13
4.1.7	Verification and Notification.....	13
4.1.8	Extended Illness or Disability.....	13
4.1.9	Cash-In Option.....	14
4.2	Maternity/Paternity.....	14
4.3	Family and Medical Leave Act.....	14
4.4	Leave without Pay.....	15
4.5	Military Leave.....	15
4.6	Job-Related Training.....	15
4.7	Educational Leave.....	15
4.8	Civil Leave.....	15
4.8.1	Definition.....	15
4.8.2	Duty to Give Notice to Supervisor.....	16
4.8.3	Presentation of Subpoena or Summons to Supervisor.....	16
4.8.4	Conditions and Amount of Pay.....	16
4.8.5	Duty to Remain at Work Site until Ordered to Report for Jury Service.....	17
4.8.6	Disciplinary Action for Noncompliance.....	17
4.9	Holidays.....	17
4.10	Funeral Leave.....	18
4.11	Administrative Leave.....	18
4.12	Frozen Sick Balance.....	19

5.	Employment Administration.....	21
5.1	Personnel Files.....	21
5.1.1	Maintenance.....	21
5.1.2	Inspection.....	21
5.1.3	Confidentiality.....	21
5.1.4	Accuracy of Information.....	21
5.2	Performance Evaluations.....	22
5.3	Promotions.....	22
5.4	Demotions.....	23
5.5	Position Reclassification.....	23
5.6	Position Establishment and Abolishment.....	24
5.7	Other Classification Adjustments.....	24
5.8	Layoff and Recall.....	24
5.8.1	Generally.....	24
5.8.2	Recall.....	24
5.8.3	Benefits.....	25
5.9	Termination of Service; Resignations.....	25
5.9.1	Termination of Service.....	25
5.9.2	Resignations.....	25
5.9.3	Post-Termination Conduct.....	26
5.10	Continuous Service.....	26
5.11	Anniversary Dates.....	26
5.12	Travel Reimbursement.....	26
5.13	Immediate Family Members within a Work Unit.....	26
5.14	Employee Assistance Program.....	27
5.14.1	Policy.....	27
5.14.2	Goals and Objectives.....	27
5.14.3	Eligible Participants.....	27
5.14.4	Scope of Service.....	27
5.14.5	Confidentiality.....	27
5.14.6	Referral Procedures.....	28
5.14.7	Continued Obligation to Comply with Policies and Procedures.....	30
5.14.8	Administrative Direction.....	30
6.	Employee Responsibilities.....	31
6.1	Safety.....	31

6.1.1	Policy	31
6.1.2	Questions.	31
6.1.3	Reporting Accidents and Defects.....	31
6.2	Vehicle Policy.....	31
6.2.1	Vehicle Safety.....	31
6.2.2	Licensure and Insurance.	31
6.2.3	Use of Personal Vehicle for Authority Business.	31
6.2.4	Incidents with Vehicles or Drivers.....	32
6.2.5	Restricted Drivers.	32
6.2.6	Post-Accident Testing.	32
6.2.7	Vehicle Rules.	32
6.3	Severe Weather Policy.....	33
6.4	No Smoking Policy.	33
6.5	Information Technology Systems.	34
6.5.1	Definition of “Information Technology Systems.”	34
6.5.2	Ownership of Information Technology Systems.....	34
6.5.3	Information Technology Support.	34
6.5.4	Disclaimer of Liability for Use of Internet.	34
6.5.5	Duty of Care.....	34
6.5.6	Duty Not to Waste Computer Resources.	34
6.5.7	No Expectation of Privacy.	34
6.5.8	No Privacy in Communications.	35
6.5.9	Monitoring of Computer Usage.	35
6.5.10	Blocking of Inappropriate Content.	35
6.5.11	Prohibited Activities.....	35
6.5.12	Games and Entertainment Software.....	35
6.5.13	Illegal Copying.	35
6.5.14	Virus Detection.	36
6.5.15	Use of Encryption Software.....	36
6.5.16	Export Restrictions.....	36
6.5.17	E-Mail General Guidelines.	36
6.5.18	Blogging and Personal Websites.	37
6.5.19	Social Media.	38
6.5.20	Questions and Violations.	38
6.6	Conflicts of Interests.....	38

6.7	Gifts.....	39
6.8	Confidentiality of Authority Information.....	39
6.9	Outside Employment.....	40
6.10	Political Activity.....	41
6.11	General Conduct and Appearance.....	41
6.12	Comments to News Media and Others.....	41
6.13	Use of Authority Time, Care and Use of Equipment, Tools, and Property.....	41
6.14	Work Routine.....	42
6.15	Solicitation of and Distribution to Employees.....	43
6.16	Compliance with Law; Reporting Duty.....	44
6.17	Weapons.....	44
7.	Substance Abuse Policy.....	45
7.1	Policies Applicable to All Employees.....	45
7.1.1	Purpose.....	45
7.1.2	Definitions.....	45
7.1.3	Cannabis Oil Medicinal Use.....	45
7.1.4	Searches.....	46
7.1.5	Pre-Duty Alcohol Prohibition.....	46
7.1.6	Employee Responsibilities.....	46
7.1.7	Employee Assistance Program.....	47
7.1.8	Disciplinary Action for Violations.....	47
7.2	Testing Requirements.....	47
7.2.1	Purpose.....	47
7.2.2	Applicability.....	47
7.2.3	Types of Testing.....	48
7.2.3.1	Pre-Employment Testing.....	48
7.2.3.2	Post-Accident Testing.....	48
7.2.3.3	Random Testing.....	48
7.2.3.4	Reasonable Suspicion Testing.....	48
7.2.3.5	Return-to-Duty Testing.....	49
7.3	Testing Procedures.....	49
7.3.1	Recordkeeping.....	49
7.3.2	Alcohol Test Results.....	49
7.3.3	Legal Drugs.....	50
7.3.4	Positive Test for Drugs.....	50

7.3.5	Challenges of Test Results.....	50
8.	Disciplinary Procedures.....	51
8.1	Conduct.....	51
8.1.1	Generally.....	51
8.1.2	Prohibited Practices.	51
8.1.3	Harassment Policy.....	53
8.1.3.1	Purpose.....	53
8.1.3.2	Applicability.....	53
8.1.3.3	Definitions.	53
8.1.3.4	Statement of Policy and Regulation.....	54
8.1.3.5	Complaint Procedure.	54
8.1.3.6	Nature and Scope of Investigation.....	55
8.1.3.7	Confidentiality.....	55
8.1.3.8	Rights of Subjects of Complaint.....	56
8.1.3.9	Retaliation.....	56
8.1.3.10	Disciplinary Action.	56
8.1.4	Workplace Violence Policy.	56
8.1.5	Retaliation Policy.....	57
8.2	Progressive Discipline.	57
8.2.1	Generally.....	57
8.2.2	Step 1 - Counseling and Oral Warning.	57
8.2.3	Step 2 - Written Warning.....	57
8.2.4	Step 3 - Final Written Warning and Penalty.....	58
8.2.5	Step 4 Dismissal.....	58
8.2.6	Conduct Not Subject to Progressive Discipline.	58
8.3	Penalties.	58
8.3.1	Reprimand.....	58
8.3.2	Suspension.	58
8.3.3	Reduction in Pay.	58
8.3.4	Demotion.	59
8.3.5	Dismissal.....	59
8.4	Procedural Provisions.	59
8.4.1	Investigations.	59
8.4.2	Procedural Guarantees.	59
8.4.2.1	Employee's Right to Notice.	60

8.4.2.2	Employee's Right to Pursue Grievance Procedure.....	60
8.4.2.3	Employee's Right to Rebuttal Statement.....	60
9.	Grievance Procedure.....	63
9.1	Policy.....	63
9.2	Purpose.....	63
9.3	Definition of Grievance.....	63
9.4	Management Responsibilities; Nongrievable Complaints.....	63
9.5	Coverage of Employees.....	64
9.6	Grievability.....	64
9.7	Right to Grievance Procedure.....	64
9.8	Steps in the Procedure.....	65
9.9	Step 1 - Meeting with Immediate Supervisor.....	65
9.10	Step 2 - Director of Operations or Business Manager.....	66
9.11	Step 3 - Chief Executive Officer.....	67
9.12	Alternative Final Step - Authority Board Chairman.....	68
9.13	Time Limits.....	69
9.14	Compliance.....	70
9.15	Recordings and Transcripts.....	70
9.16	Judicial Review.....	70

CHAPTER 1 – GENERAL CONDITIONS OF EMPLOYMENT

1. General Conditions of Employment.

1.1 Roanoke Valley Resource Authority.

- A. The Roanoke Valley Resource Authority, hereinafter in this handbook referred to as the “Authority,” was originally established in 1989 pursuant to the Virginia Water and Waste Authorities Act, title 15.2, chapter 28 of the Code of Virginia. That act, the Authority’s articles of incorporation, and its by-laws provide its purpose, powers, and governance structure. The Authority establishes policy and procedures, passes resolutions, sets tipping fees, and approves the budget.
- B. The Chief Executive Officer is a full-time official appointed by the Authority. The duties of this position are specified in the Authority’s by-laws, Authority resolutions, and other official Authority actions. These duties include acting as the Chief Executive Officer of the Authority, preparing the Authority’s annual budget, and executing resolutions, policies, and orders of the Authority.

1.2 **Equal Employment Opportunity.** The Authority complies with all federal, state, and local laws regarding equal employment opportunities, including Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e—2000e17; the employment-related provisions of the Americans with Disabilities Act, 42 U.S.C. §§ 12111—12117, and the Virginia Human Rights Act, Va. Code §§ 2.2-3900—2.2-3909. Accordingly, all applicants for employment and employees are afforded equal opportunity in all aspects of employment without regard to the applicant or employee’s race, color, religion, sex, sexual orientation, gender identity, marital status, pregnancy, childbirth or related medical conditions including lactation, age, military status, disability, or ethnic or national origin. This policy of equal employment opportunity applies to all practices and procedures relating to recruitment and hiring, compensation, benefits, termination, and all other terms and conditions of employment. The Authority also maintains a harassment-free workplace as set forth in this handbook. Applicants and employees may direct their questions about these equal employment opportunity policies or requests for reasonable accommodation to the Administrative Coordinator.

1.3 **Interpretations.** The Chief Executive Officer shall have the final authority to interpret the policies and procedures set forth in this handbook and shall have the authority to ensure full compliance with such policies. This handbook shall not be construed to limit the authority of the managers and supervisors of the Authority’s work units to make policies and procedures governing the conduct and performance of employees under their management or supervision provided that such policies and procedures shall not conflict with this handbook, actions of the Authority’s Board, or the directives of the Chief Executive Officer.

CHAPTER 2 – APPLICATION AND HIRING PROCESS

2. Application and Hiring Process.

2.1 Application Process. Each applicant for Authority employment must complete an Employment Application form. Employment Application forms are available on the Authority's website or by contacting the Administrative Coordinator. The Authority accepts applications only for posted positions that are currently vacant. A closing date established for receipt of applications for vacant positions will accompany all vacancy announcements. Only qualified applicants meeting the minimum job requirements will be considered for interviewing. Upon completion of the hiring process, the selected applicant and all others will be notified.

2.2 Qualifications for Employment. All appointments shall be based on legitimate, non-discriminatory reasons, including merit and suitability for the position. To be considered for a position, an applicant must be able to perform the essential functions of the job with or without a reasonable accommodation where required by the Americans with Disabilities Act. Depending on the identified position and after the conditional job offer, the applicant may be required to pass a medical examination or test completed by an Authority-chosen physician in addition to the pre-employment drug and alcohol screening required for all new employees. The Authority will pay the cost of the alcohol and drug screening and any required medical examination or test. Unsuccessful completion of the medical examination or a positive alcohol or drug test may result in rejection of the applicant for employment with the Authority. The Authority also may require medical examination periodically throughout employment for positions where physical standards must be maintained. At the time that an applicant undergoes the pre-employment drug and alcohol screening required for all new employees, the Authority will conduct a criminal history records check on the applicant. Offers of employment may specify that the offer is contingent on receipt of an acceptable criminal history report and that the offer may be rescinded based on information obtained from that report. The Authority will not retain a criminal history report after the hiring process is complete, will destroy the report after a hiring decision is made, and will retain a brief note regarding the outcome of the criminal history records check in a confidential portion of the recruitment file. For the applicant rejected because of background information, the note should indicate that this applicant was the preferred choice based on qualifications, interview, etc., but did not receive an offer (or had a conditional offer retracted) because of information obtained through a criminal history records check. For the person hired, the note should indicate that as of the date of the criminal history report, a criminal history records check revealed no problem areas related to this employment.

2.3 Application for Positions Requiring Operation of Authority Motor Vehicles. Applicants for positions requiring the operation of an Authority-owned motor vehicle must possess a valid Virginia driver's license, including a Commercial Driver's License, if necessary, at the time of employment. The Authority will require such applicants to show proof of possession of the required license and to submit a copy of their Division of Motor Vehicles driving record. Employees whose driving records do not meet the standards

required by the Authority or its insurer may be ineligible for hire. Employees who are required to drive an Authority vehicle may also be required to complete a defensive driving course, as required by their supervisor, within the initial probationary period, or at any other time the Authority deems appropriate.

2.4 Work Authorization. The Immigration Reform and Control Act of 1986 makes it illegal for employers to employ anyone who is not legally authorized to work in the United States. Within three business days of the date employment begins, all new employees must provide documentation that is identified on the I-9 form (Employment Eligibility Verification form) to establish their identity and authorization to work in the United States. If an employee is authorized to work in the United States but is unable to present a required document within three business days after the first day of work for pay, the employee must present a receipt for the application of the document within that three-business-day period and the actual document within 90 calendar days after the first day of work for pay. Employees will be suspended during this time and will not be permitted to work. Failure to provide the required documents within the required time periods will result in immediate termination.

2.5 Types of Employment. The Authority has the following three types of employees:

- A. A regular employee serves in an established position specified in the Authority's classification plan, is eligible to receive all employee benefits as described in this handbook, is paid on a salaried basis.
- B. A temporary employee serves in a position only for a specific duration, normally of no more than six months, is ineligible to receive employee benefits as described in this handbook except as otherwise provided by law, and is paid on an hourly basis.
- C. A part-time employee serves in a position for which the work hours are on average less than 30 hours of service per week, is ineligible to receive employee benefits as described in this handbook except as otherwise provided by law, and is paid on an hourly basis.

Each employee, regardless of classification, is employed on an at-will basis, and neither this handbook nor any other policy, procedure, regulation, or rule of the Authority shall be interpreted or construed to create a contract for employment or otherwise make any employee other than an at-will employee.

2.6 Orientation. The Administrative Coordinator will meet with each new employee before the employee begins work (i) to provide the new employee with this employee handbook, the Authority's Employee Safety Manual, and information about any applicable employee benefits such as health insurance, group life insurance, flexible spending accounts, retirement benefits, and the Employee Assistance Program; (ii) to collect from the new employee the applicable completed forms such as the I-9 form, the tax withholding forms, the receipt acknowledgments such as those required for this handbook and the Employee Safety Manual, and the required forms for the new employee to participate in any of the applicable employee benefits such as health insurance, group life insurance, flexible

spending accounts, and retirement benefits; and (iii) to answer any questions the new employee may have about the conditions of employment.

2.7 Probationary Period.

- A. The work and conduct of a new employee during the first six months of employment are considered a working test period, or “probationary period.” During this period, an employee is required to demonstrate the employee’s ability to perform the employee’s essential job functions and the employee’s suitability as an employee of the Authority. An employee may be dismissed at any time during the probationary period with no right of appeal through the grievance procedure, except that a dismissed employee who claims that the basis of the employee’s dismissal is unlawful discrimination may appeal such a dismissal through the grievance procedure. Upon successful completion of the probationary period, employment continues on an at-will basis.
- B. A probationary employee’s supervisor may evaluate a probationary employee after three months from the date of employment and after six months from the date of employment, or as determined by the Authority’s needs. Such evaluation is intended to give both the employee and the supervisor the opportunity to discuss their working relationship and make improvements, if necessary. During this evaluation, the supervisor has the option to transfer the probationary employee to regular employment, to extend the probationary period, or to dismiss the probationary employee.
- C. With the approval of the Chief Executive Officer, the supervisor may extend the probationary period for up to six additional months when, among other things, the employee’s ability to meet essential job functions is questionable or the duties of the job require additional training. The supervisor will set forth in writing the reasons for extending the probationary period. In the case of an extended probationary period, the employee will be evaluated, at a minimum, one week prior to the completion of the extended probationary period.
- D. A probationary employee accrues flexible leave at the prescribed rate and may use flexible leave after it has accrued, subject to the employee’s appropriate use of leave and the approval of the employee’s supervisor.

CHAPTER 3 – COMPENSATION AND BENEFITS

3. Compensation and Benefits.

3.1 Classification Plan and Merit Pay.

3.1.1 Classification Plan.

- A. The Authority's Classification Plan establishes the pay of all regular employees. The Chief Executive Officer prepares the Classification Plan, and the Authority's Board approves the Classification Plan. The Classification Plan contains job descriptions, class codes, and pay grades covering all positions. The Authority will administer the Classification Plan fairly and consistently and will compensate all positions according to the duties and responsibilities required in their job performance.
- B. The Classification Plan establishes pay ranges or "grades" for each position. Each grade consists of a minimum rate of pay and a maximum rate of pay for a position in that grade. Initial employment is normally at the minimum rate of pay for the position. If a new employee's qualifications exceed the minimum qualifications of the position, that employee may be appointed at ten percent or more above the minimum rate for the position with the approval of the Chief Executive Officer.
- C. An employee's pay rate may not exceed the maximum rate for the employee's position.
- D. The Classification Plan identifies those grades and positions classified as exempt and non-exempt for Fair Labor Standards Act purposes.

3.1.2 Merit Pay.

- A. The Authority may provide bonuses or merit pay increases in its annual budget to reward employees that have performed their job duties in a meritorious manner as determined by their annual performance evaluation. Bonuses or merit increases may only be given after a satisfactory or better annual performance evaluation during that specific performance period. A bonus is a one-time payment awarded to an employee in addition to the employee's salary or wages. An increase is a permanent change to an employee's salary or wage rate.
- B. Bonuses and merit increases may vary from year to year and employee to employee based on budget constraints and job performance. Bonuses and merit increases are not guaranteed. In addition to an annual merit increase, employees that have shown outstanding performance may receive an additional meritorious increase upon recommendation of the supervisor and approval of the Chief Executive Officer.

- C. A bonus or a merit increase will not be awarded to an employee who does not receive at least a satisfactory annual performance evaluation. However, after a re-evaluation of the employee's performance, the Chief Executive Officer may approve a bonus or merit increase upon recommendation of the employee's supervisor.

3.2 Recording Work Hours. Employees covered by this handbook must accurately record all work hours and leave time on an approved time sheet or time card. The standard workweek for payroll purposes begins on Saturday at 12:01 a.m. and ends on Friday at 12:00 midnight. Employees must submit time sheets or cards to their supervisor after the biweekly pay period is complete. The employee's supervisor verifies and approves hours worked and time records are forwarded to the Administrative Coordinator.

3.3 Payroll Administration. Roanoke County government administers the Authority's payroll. Accordingly, all payroll disbursements of the Authority will be made in a manner consistent with County procedures and follow the County payroll cycle. Currently, employees are paid biweekly, paydays occur on alternate Fridays throughout the year, and if a payday falls on a holiday, employees are paid on the workday before the holiday. Employees should not discuss their pay with other employees or other persons outside the Authority except as permitted or required by law.

3.4 Direct Deposit. The County, on behalf of the Authority, provides electronic funds transfer into employee accounts in lieu of a physical paycheck. All new full-time employees are required to participate in direct deposit. Part-time employees who work on a weekly basis also may participate in direct deposit if they choose.

3.5 Deductions. The County, on behalf of the Authority, will deduct all amounts from employee paychecks as required by applicable state and federal laws and will honor any lawful garnishment presented to the Authority or the County. In addition, the County, on behalf of the Authority, will make certain other deductions from employee paychecks that the employee requests. Examples of such voluntary deductions include health insurance premium contributions, retirement contributions, and deferred compensation contributions.

3.6 Overtime Compensation.

3.6.1 FLSA Compliance. The Authority intends to comply with all requirements of the Fair Labor Standards Act and its associated regulations and to classify and pay the Authority's employees correctly. Improper pay deductions are prohibited. If an employee believes that the employee has been paid incorrectly or that improper deductions have been made from a paycheck, the employee must contact the Administrative Coordinator. If it is determined that pay is incorrect or a deduction was improper, the Authority will correct the pay or deduction and make any reimbursements due to the employee.

3.6.2 Status Determination. The Authority will determine the Fair Labor Standards Act status of each position in accordance with applicable federal regulations as either "nonexempt" or "exempt." To be classified as exempt, an employee's salary and duties must meet the

federal requirements for classification as administrative, computer, executive, or professional. Those employees whose job duties do not fall into these categories are classified as nonexempt. The Administrative Coordinator or the employee's supervisor will inform the employee of that employee's Fair Labor Standards Act status upon hiring.

3.6.3 Non-Exempt Employees. For nonexempt employees, overtime compensation will begin for all hours actually worked over 40 during the established workweek (i.e., Saturday at 12:01 a.m. through Friday at 12:00 midnight). The Authority provides overtime compensation in the form of time and one-half the nonexempt employee's hourly pay rate. Flexible leave, holiday, or sick leave hours are not considered actual work hours for the purpose of calculating overtime. Management may reschedule employees during the work period so that no more than the regularly scheduled 40 hours are worked.

3.6.4 Exempt Employees. Exempt employees are expected to work the hours necessary to complete the job and do not accumulate or record overtime hours worked. Exempt employees, with the approval of their supervisor, are eligible to take time off at their discretion based on hours that have been worked beyond the normal workweek.

3.7 Standby and On-Call. The Authority may have a need for essential work to be performed outside regularly scheduled hours. Employees who are required to perform this work are placed on either standby or on-call status and are called back to work if necessary.

3.7.1 Standby. Standby is a preplanned status where employees are required to be available for specified periods of time to perform essential work outside regularly scheduled hours and are paid. Employees on standby status are not restricted in the use of personal time, but must be available for call back when contacted by beeper, radio, telephone, or other prearranged means and must be in compliance with the Authority's substance abuse policy set forth in this handbook when reporting for work. Standby time is not considered hours worked. Nonexempt employees are paid in accordance with this handbook and applicable law for all time worked if called back to work. In addition, employees on standby will receive two additional hours pay if not called back while on standby. Employees on standby status who do not respond when called for work may be subject to disciplinary action up to and including dismissal. The Chief Executive Officer must approve standby status for each employee.

3.7.2 On-Call. On-call is a status designated in the employee's job description or by the employee's supervisor that subjects the employee to being called back to work outside regularly scheduled hours. Employees do not receive any type of compensation for on-call status. Call-back for employees on-call is normally not as frequent as for those on standby status. The Authority's substance abuse policy set forth in this handbook applies to on-call employees who are called back to work.

3.8 Acting Status Compensation. An employee who is required to assume the duties of another employee in a higher pay grade is entitled to acting status compensation. This compensation is a temporary ten percent increase in the employee's salary, or to the minimum of the pay grade, whichever is more. The employee fulfilling acting status will

receive the appropriate compensation beginning on the first day of the pay period following two consecutive weeks of acting duty status.

3.9 20-Year Service Pay. When a full-time employee has reached 20 years of continuous, full-time service with the Authority, the employee is eligible for an additional \$600 of pay each year or as otherwise approved by the Authority. This amount is added to the regular salary over 26 pay periods. Payments, if any, will begin on the first pay date after the attainment of the employee's 20th anniversary of full-time service. If an employee leaves Authority service during the year for any reason, the employee will not be eligible for any unpaid portions of the award.

3.10 Benefit Package. The Authority offers a benefit package for its regular employees only that includes the following and related benefits:

1. Health, vision, and dental insurance;
2. Flexible spending account;
3. Short- and long-term disability insurance;
4. Life insurance;
5. Long-term care insurance;
6. Virginia Retirement System retirement benefits; and
7. Deferred compensation program.

Roanoke County administers the benefits in this benefits package on the Authority's behalf, and the provisions governing this benefits package are published annually in a benefit enrollment guide. The Administrative Coordinator provides this benefit enrollment guide to all new employees upon hire and to all employees as part of the County's regular benefit enrollment efforts. For more information about these benefits, employees should consult the benefit enrollment guide or consult the Administrative Coordinator.

3.11 Unemployment Compensation. Authority employees who are separated from their jobs are eligible to apply for unemployment compensation. They may do so through the Virginia Employment Commission. After application is made, eligibility is determined on an individual basis by the Virginia Employment Commission.

3.12 Workers' Compensation.

A. Workers' compensation insurance may pay related medical expenses, at no cost to the employee, for an accident or qualifying illness that occurs as a result of work as set forth in the Virginia Workers' Compensation Act. Workers' compensation coverage is provided for full-time, part-time, and temporary employees and

authorized volunteers. In addition, the employee may be entitled to compensation to help offset the loss of wages while unable to work. Employees do not share in the cost of workers' compensation; the Authority pays the entire cost.

- B. To be considered for full workers' compensation, accidents on the job must be reported to the employee's supervisor immediately. The *Report of Accident or Injury* and the *Panel of Physicians* forms must be completed by the supervisor and employee and forwarded to the Administrative Coordinator within two working days of the accident. These forms are to be completed even if the employee does not receive medical treatment. The Authority's workers' compensation third party administrator reviews all claims that are submitted for eligibility.
- C. During the first seven calendar days that a regular full-time employee is absent from work because of job-related illness or injury, the employee must use accrued sick leave or Flexible Leave hours to receive full pay. Also, during this period, employees participating in the Flexible Leave Plan may use their Frozen Sick Balance, if available, in lieu of Flexible Leave after using two consecutive days of Flexible Leave. After the first seven calendar days and up to the next 90 working days, the employee could receive full pay at the recommendation of the Operations Manager and approval of the Chief Executive Officer. The Chief Executive Officer may grant up to an additional 60 days with pay in special instances. If the employee is absent more than 21 calendar days because of an approved job-related illness or injury, the Authority will reinstate the leave that was used. In order to receive full pay, the employee must sign over any Workers' compensation checks to the Authority.
- D. State law allows the Authority to designate a panel of three physicians that the employee must choose from for an examination verifying the extent of injury or illness. Except as provided by law, if an employee chooses to be treated by a physician other than one on the Authority's panel of physicians, the employee may be responsible for medical expenses related to that treatment.
- E. In cases of job-related injury or illness that extends beyond approved limits or in cases of permanent disability, the employee will receive the compensation allowed under the Virginia Workers' Compensation Act. The employee will not be on pay status with the Authority during this time and, therefore, will not accrue leave hours.
- F. Questions regarding workers' compensation may be directed to the Administrative Coordinator.

3.13 Social Security. The Authority contributes to the Social Security contribution for each employee as required by law. The balance of the contribution is deducted from each employee's salary. These payments are then credited to each employee's account. All contributions made to Social Security by the employee and the employee's employers are totaled and determine the amount of Social Security benefits that the employee will receive upon retirement.

3.14 Employee Assistance Program. The Authority offers Employee Assistance Program services as a benefit to employees. Full-time employees and their immediate family members including spouses, children, parents, or other relatives living in the employee's household, may obtain confidential, professional assistance in resolving personal problems through the Employee Assistance Program. The Employee Assistance Program provides professional counseling and referral services. Its purpose is to help employees and their families identify, resolve, and gain control over personal or work-related problems that may be interfering with work and daily life. The employee or the immediate family member may contact the Employee Assistance Program directly. The supervisor may refer an employee to the program as well. This referral is in strict confidence. The employee should contact the employee's supervisor or the Administrative Coordinator for more information on the Employee Assistance Program.

3.15 Tuition Reimbursement Program.

- A. The Authority's Tuition Reimbursement Program helps employees pursue professional growth and development with the Authority by providing reimbursement for non-mandatory, job-related course work. The program is normally intended for those completing an academic degree, such as an associate's, bachelor's, or master's degree. Completion of a high school equivalency examination (formerly known as "GED"), a certificate or technical course of study or a single, job-related course may also be covered. The course of study should be related to the current position or prepare the employee for promotion. Prior approval must be received from the Chief Executive Officer.
- B. The Tuition Reimbursement Program is not intended to replace job skills training, seminars, workshops and other training provided by the employee's work unit or required for the job. Employees who are eligible for educational assistance from other sources, including veterans' benefits, grants, or scholarships, must exhaust those sources before applying for Authority reimbursement. If an employee receives student loan money for course work, the employee may still be eligible for tuition reimbursement.
- C. Tuition reimbursement may be available for regular, full-time, non-probationary employees. Employees should make requests for tuition reimbursement to the Chief Executive Officer through the Administrative Coordinator. Requests should provide information that describes the course and explains its relationship to the employee's current position or for a promotion. To receive reimbursement for approved course work, the employee must achieve at least a grade of "C" (or its equivalent) for all high school and undergraduate courses and at least a grade of "B" (or its equivalent) for all graduate courses. If the course is taken pass/fail, the employee must receive a passing grade. A copy of the grade report must be submitted to the Administrative Coordinator. Reimbursement is not available to employees who are on extended leave without pay.

- D. Employees must bear all costs related to registration and other enrollment fees. The Authority may reimburse employees for textbook fees and other supplies after the employee has completed the course within the grade requirements described previously. Textbooks that the Authority has paid for must be made available for other employees.
- E. Authority time should not be used to take non-mandatory courses unless approved by the Chief Executive Officer.

3.16 Recognition of Employees.

3.16.1 Length of Service. The Authority may recognize and award employees for their years of service with the Authority. Employees are honored annually by appropriate service awards. Employees are recognized for five-year increments of consecutive Authority service.

3.16.2 Outstanding Performance. The Authority may recognize employees who have provided outstanding performance in their duties or for exemplary customer service to either external or internal customers. These employees may receive a certificate and other appropriate means of recognition.

3.17 Uniform Allowance. The Authority furnishes certain regular employee positions with work-related apparel and provides an annual allowance toward the cost of any additionally required work-related apparel, including pants and safety shoes, not directly supplied by the Authority. Uniform allowance limits and specifications are subject to change by the Authority from year-to-year. Employees will be provided with minimum specifications for all work-related apparel to be purchased and worn by Authority employees. It is the Authority's intent to have its employees outfitted in a uniform manner such as to protect its employees with proper attire and to present a readily identifiable, visible, and professional workforce. Eligible employees will be reimbursed for their expenses, up to the annual allowance limits, upon presentation of appropriate documentation to the employee's direct supervisor exhibiting the purchased apparel meets the Authority's minimum specifications. Apparel directly provided by the Authority and any additionally required and reimbursed apparel constitute the employee's daily work uniform. Employees must wear the designated uniform, as instructed for each position. It is the employee's responsibility to clean and maintain all required apparel and for the employee to present the employee in a professional manner at all times at the workplace. New employees will be given 60 days after their hire-date to purchase any work-related apparel required by the Authority, except for safety shoes which must be purchased by the employee prior to beginning work. Failure or refusal to comply with the Authority's uniform requirements is grounds for disciplinary action up to and including dismissal.

CHAPTER 4 – LEAVES OF ABSENCE

4. Leaves of Absence.

4.1 Flexible Leave Plan.

4.1.1 Purpose. The Flexible Leave Plan is a comprehensive program that recognizes the many diverse needs of employees for time off from work, and includes a disability plan for income protection. Hours accrued in the Flexible Leave Plan may be used for any purpose when scheduled in advance or at times when unforeseen circumstances cause an unscheduled absence. An integral part of the Flexible Leave Plan is short- and long-term disability insurance to cover periods of extended illness or injury. Employees are automatically enrolled in the disability plans as a part of the Flexible Leave Plan. Additional information on short- and long-term disability insurance may be found in the benefit enrollment guide referred to in section 3.10 of this handbook.

4.1.2 Applicability. All employees have only the Flexible Leave Plan available for the accrual of leave time. Employees hired before February 25, 2009, may have sick leave in the Frozen Sick Balance governed by section 4.11 of this handbook.

4.1.3 Accumulation. Full-time employees will accrue Flexible Leave hours based on their years of continuous service with the Authority. Leave is applied biweekly to the employee's payroll record according to the following table:

Years of Service	Annual Accumulation	Biweekly Accumulation
0 up to 4	20 days	6.16 hours
5 up to 9	23 days	7.08 hours
10 up to 14	26 days	8.00 hours
15+	29 days	8.93 hours

Flexible Leave may be taken in quarter-of-an-hour (i.e., 15-minute) increments and is available for use after leave accruals have been applied. Unless the employee has accrued Flexible Leave available for use, he or she will not be granted Flexible Leave. Absences with pay due to Flexible Leave, civil leave, military leave or other types of paid leave do not affect the Flexible Leave accumulation. However, Flexible Leave will not accrue for any unpaid absence of 40 hours or more per biweekly pay period. This applies to new employees, those leaving the Authority's service, and employees on leave without pay. Flexible Leave will accrue for all employees serving a probationary period. Employees may accumulate Flexible Leave not to exceed 600 hours (i.e., 75 days) by the last pay period of any fiscal year (which ends on June 30) or when the employee leaves the Authority's service.

4.1.4 Scheduling Flexible Leave. Although Flexible Leave is a benefit provided for employees to self-manage their time off, it should be scheduled so the ongoing work effort in a work unit is still productive. Flexible Leave may be used for any purpose and should be

scheduled as far in advance as possible. Leave requests must be submitted no less than three working days in advance and approved by the employee's supervisor. The supervisor may waive the three-day requirement in emergency circumstances or when an unforeseen circumstance causes an unscheduled absence. In some work units, Flexible Leave must be requested more than three days in advance. The employee's supervisor will inform the employee when hired if a longer submission time applies. An employee who is utilizing Flexible Leave on the basis of a medical authorization may not work at the employee's secondary employment, if applicable, unless the employee receives the prior permission of the employee's Operations Manager.

4.1.5 Flexible Leave upon Termination.

- A. Employees who leave the Authority's service are entitled to payment for Flexible Leave up to the maximum accrual rate of 600 hours (i.e., 75 days). This includes retirement, voluntary resignation, or death. Accrued unused Flexible Leave will not be paid upon termination of employment for violation of Authority policies. The Authority will pay the employee once all Authority property is returned and any debt to the Authority is settled.
- B. An employee is expected to give a two-week notice of resignation. Any Flexible Leave taken during this time must be approved by the employee's supervisor and must not interfere with the ongoing work effort of the work unit. Flexible Leave cannot be used to extend a resignation past the two-week notice.

4.1.6 Holidays during Flexible Leave. Any scheduled holiday that falls during an employee's Flexible Leave time will not be charged to that employee's Flexible Leave balance.

4.1.7 Verification and Notification. An employee's supervisor has the right to request verification of absences reported as unscheduled Flexible Leave by requiring a physician's statement. When an unforeseen need for Flexible Leave occurs, the employee must notify the employee's supervisor no later than the beginning of the employee's shift, except in cases of emergency. In some work units, a longer notification period may be required. The employee's supervisor will inform the employee if this applies. Failure to notify the supervisor of an absence, except in an emergency situation, is considered grounds for counseling or disciplinary action, or both.

4.1.8 Extended Illness or Disability. The Authority follows and applies Roanoke County's HR Management Policies concerning short- and long-term disability because Roanoke County administers the benefits in the Authority's benefits package, including those relating to short- and long-term disability, on the Authority's behalf. It is recommended that employees maintain enough Flexible Leave hours to cover unexpected absences, including Family and Medical Leave Act-related absences, workers' compensation-related absences, and the short-term disability waiting period. If an employee will be out of work because of a prolonged illness or injury, the employee should refer to the portions of the benefit enrollment guide referred to in section 3.10 of this handbook describing short- and long-term disability benefits or contact the Administrative Coordinator for more information.

4.1.9 Cash-In Option. Employees may receive pay for accrued Flexible Leave rather than taking this time off from work. Banked holiday hours or Frozen Sick Balance hours may not be used for the cash-in option. To be eligible for the cash-in option, employees must maintain a minimum 40-hour balance of Flexible Leave after the cash-in payment is made. Employees may cash-in a maximum 40 hours of accrued Flexible Leave per cash-in period. The cash-in periods are available only during May and November of each fiscal year. A completed “Cash-In Request Form” must be received by the Administrative Coordinator by the first of the month for the respective cash-in period. Payouts will be made during the last regularly scheduled pay period of the cash-in period month. Cash-in hours will be paid at the employee’s regular hourly rate at the time of the request and payment will be made separate from the employee’s regular pay. Pay received from the cash-in option can be rolled over into the employee’s deferred compensation plan if the employee has an established account. The employee may not defer more than the annual maximum contribution and is responsible for ensuring that any cash-in rollover does not exceed the maximum amount. If the employee is already contributing the annual maximum, the cash-in payment may not be rolled into their deferred compensation plan.

4.2 Maternity/Paternity.

- A. The period of time an employee is medically disabled resulting from a pregnancy-related condition is treated as any other illness or disability described in this chapter. This period of time may be charged to earned Flexible Leave or, if available, Frozen Sick Balance leave as long as the employee provides a physician’s statement certifying the period of medical disability.
- B. As a benefit, the Authority also allows employees to charge absences resulting from maternity/paternity to earned Flexible Leave or Frozen Sick Balance leave following the adoption of a child. Such an absence may be for a period not to exceed six weeks. In order to request this maternity/paternity leave, the employee must obtain a physician’s statement or a statement from the adoption agency which indicates the amount of time (up to the six-week limit) that is necessary for child care purposes. The employee must submit this statement to the employee’s supervisor a minimum of 30 days in advance of the beginning of the requested absence. Following the supervisor’s review, a recommendation will be forwarded to the Chief Executive Officer for approval.
- C. In cases of maternity/paternity leave, should an employee exhaust accumulated Flexible Leave or Frozen Sick Balance leave, the employee may charge this absence to leave without pay pursuant to the provisions of section 4.4 of this handbook.

4.3 Family and Medical Leave Act. The Family and Medical Leave Act, 29 U.S.C. §§ 2601—2654, only applies to employees employed at a worksite at which the employee’s employer employs less than 50 employees if the total number of employees employed by that employer within 75 miles of that worksite is less than 50. The total number Authority employees at all sites is less than 50. Therefore, Authority employees are not eligible for

Family and Medical Leave Act leave. Employees may address any questions about the Family and Medical Leave Act's applicability to the Administrative Coordinator.

4.4 Leave without Pay. Leave without pay may be approved for a period or periods not to exceed 180 calendar days for the purpose of extended illness or disability or for personal reasons. However, the Authority has no obligation to grant leave without pay, and the employee must exhaust all other leave sources (e.g., Flexible Leave) prior to seeking leave without pay. If leave without pay is approved, the employee will not accrue retirement credit or Flexible Leave during the time on non-pay status if longer than 40 hours in one pay period. The employee will not receive pay for any holidays which fall during the time on non-pay status. While on leave without pay for longer than 80 hours in one pay period, the employee may continue the employee's health insurance coverage by payment of both the employee share and the Authority share of the premium. An employee on non-pay status also must pay the employee's share of the life insurance premium.

4.5 Military Leave. The Authority provides military leave in accordance with applicable law, including the Uniformed Services Employment and Reemployment Rights Act of 1994, 28 U.S.C. §§ 4301—4335, and section 44-93 of the Code of Virginia. The Chief Executive Officer may authorize benefits that are more generous than those afforded by law.

4.6 Job-Related Training. An employee may be required or approved by the employee's supervisor to attend job-related training. Such training is considered working time, and the employee will be compensated according to chapter 3 of this handbook. In addition, the Authority will pay for reasonable training-related expenses.

4.7 Educational Leave. An employee may be required by the employee's supervisor to attend training which will promote the employee's general job knowledge. When an employee is required to attend such training, the employee will be given a paid leave of absence, and the Authority will pay for expenses in connection with attendance. Employees who choose to pursue a job-related course not required by the Authority may be reimbursed for their tuition under the "Tuition Reimbursement Program" described in section 3.15 of this handbook. Optional coursework is not considered working time, and employees will not be paid for their time to attend such courses.

4.8 Civil Leave.

4.8.1 Definition. Civil leave is leave without loss of pay that may be granted for the following:

1. Service on a jury;
2. Attending court or another judicial or quasi-judicial body when subpoenaed or summoned except when the employee is a party to the suit or other proceeding; or
3. For the purpose of:

- a. Serving as a member of a local electoral board, a deputy general registrar, or an officer of election, provided the employee gives reasonable notice to the employee's supervisor pursuant to section 24.1-119.1 of the Code of Virginia; or
- b. Voting, provided the employee's work schedule precludes the employee from voting before or after the employee's duty hours.

4.8.2 Duty to Give Notice to Supervisor. The employee is required to give the employee's supervisor notice of a request to take civil leave (i) for jury service or a court appearance as soon as the subpoena or summons is received and (ii) for service as a member of a local electoral board, a deputy general registrar, or an officer of election or for voting at a time reasonable under the circumstances.

4.8.3 Presentation of Subpoena or Summons to Supervisor. If the employee requests civil leave for jury service or a court appearance, the employee shall present the actual subpoena or summons to the supervisor at the time the employee provides the supervisor notice pursuant to section 4.8.2 of this handbook.

4.8.4 Conditions and Amount of Pay.

- A. No leave of any kind will be charged for an absence from the work site because the employee must appear at court or another judicial or quasi-judicial body when the appearance is required due to the employee's employment with the Authority. Such an absence is considered work time.
- B. The employee will not be charged Flexible Leave for an absence for the purposes identified in section 4.8.1 of this handbook.
- C. Employees are eligible to receive either Authority pay for civil leave or the daily fee paid for jury service but may not accept both. The employee must provide the Administrative Coordinator with a copy of any check the employee receives as payment for jury service. The employee will keep payment received for jury service, and the Authority will deduct from the employee's gross wages an amount equal to the jury service payment, excluding reimbursement for travel expense.
- D. Where the employee is subpoenaed or summoned as a witness, the employee will receive full pay for the time spent away from work if (i) the employee is scheduled to work at the time of the appearance and (ii) the employee actually appears as a witness.
- E. Civil leave may not exceed the actual time required. Any additional time off on the same day must be charged to Flexible Leave, if eligible, or leave without pay as allowed by law.

4.8.5 Duty to Remain at Work Site until Ordered to Report for Jury Service. If an employee is merely on the list of potential persons subject to selection for jury service, the employee shall not leave the work site unless in fact ordered by the court to be reviewed for selection or ordered to actual duty on the jury.

4.8.6 Disciplinary Action for Noncompliance. Failure to comply with these procedures may result in disciplinary action.

4.9 Holidays.

A. The Authority observes the following listed days as holidays:

1. New Year's DayJanuary 1
2. Martin Luther King, Jr. Day.....3rd Monday in January
3. Presidents' Day3rd Monday in February
4. Memorial DayLast Monday in May
5. JuneteenthJune 19
6. Independence Day.....July 4
7. Labor Day1st Monday in September
8. Thanksgiving Day4th Thursday in November
9. Day after Thanksgiving.....Friday following 4th Thursday in November
10. Christmas EveDecember 24
11. Christmas Day.....December 25

B. Authority offices are closed on designated holidays. Regular employees who do not work on a holiday are eligible to take the holiday off from work and receive payment at the regular daily rate for time off. Holidays are considered an eight-hour period of work which falls on the specified holiday.

C. Regular employees are eligible for three floating holidays per year, which must be scheduled and taken during each calendar year. The floating holidays must be scheduled in advance and approved by the employee's supervisor.

- D. Those nonexempt employees designated by their supervisor as having to work on an Authority holiday receive compensation for the amount of actual time worked at the overtime hourly rate and payment for the holiday.
- E. Those exempt employees designated by their supervisor as having to work on a holiday may take discretionary time in accordance with section 3.6.4 of this handbook, if eligible, for the amount of time worked on a holiday.
- F. When an employee is absent from work on approved Sick Leave and a holiday occurs, the employee will be paid for the holiday and such absence will not be charged against the employee's Sick Leave.
- G. When an employee is absent from work on approved Flexible Leave and a holiday occurs, the employee will be paid for the holiday, and the employee's Flexible Leave will not be charged.
- H. The Authority reserves the right to amend the holiday schedule at any time and increase or decrease the number of holidays observed.

4.10 Funeral Leave. Funeral leave may be used to cover absences from work caused by the death of immediate family members, to make arrangements, and to attend funerals. Employees may charge up to three consecutive days, one of which must include the day of last rites, for the death of any one of the following members of the employee's family:

- 1. Immediate Family - Spouse, child, sibling or parent.
- 2. Family Relatives - Grandson, granddaughter, grandfather, or grandmother.
- 3. Step Relatives - Stepfather, stepmother, stepdaughter or stepson.
- 4. Foster Relatives - Foster father, mother, sister, brother, son or daughter.
- 5. Other Relatives - Half-sister, half-brother.
- 6. In-Laws - Mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law.

Employees may charge up to one day to attend funerals of an aunt, uncle, or other blood relatives residing in the same household as the employee. Employees may request in writing to their supervisor to charge up to two consecutive hours to attend the funeral of any other relative or friend provided written authorization is approved by the employee's supervisor. In unusual circumstances, the Chief Executive Officer may extend the duration of funeral leave limits. Abuse of funeral leave is considered grounds for discipline.

4.11 Administrative Leave. The Chief Executive Officer, after consultation with the appropriate supervisor, may place an employee on paid or unpaid administrative leave.

Factors that may warrant such leave include a pending human resources investigation, severe weather conditions, or other conditions for which the Chief Executive Officer may need to exercise discretion.

4.12 Frozen Sick Balance.

- A. The Frozen Sick Balance may only be accessed after first using two consecutive days of Flexible Leave hours, per occurrence. Employees with a zero balance of Flexible Leave will be unpaid for two work days (or any portion thereof) before entering the Frozen Sick Balance.
- B. If an employee is out due to a work-related injury and has been approved for workers' compensation, that employee must still use two consecutive days of Flexible Leave before they can access the remaining five days of Frozen Sick Balance.
- C. An employee that has used Frozen Sick Balance hours (for either themselves or eligible family members), and has a relapse within two weeks of their illness, may be paid hours from the Frozen Sick Balance again without being required to use another two days of Flexible Leave hours.
- D. The rules governing the use of sick leave, as outlined in this section, will continue to apply whenever the employee wishes to use hours from the Frozen Sick Balance. When Frozen Sick Balance hours are exhausted, these guidelines will no longer apply.
- E. Frozen Sick Balance hours may be used as follows:
 - 1. For the employee's own illness;
 - 2. Ten days per fiscal year for the employee's family member as defined in section 4.10 of this handbook; or
 - 3. 20 days per fiscal year for maternity/paternity absences pursuant to section 4.2 of this handbook.
- F. Payment for unused hours in the Frozen Sick Balance will be paid out to employees who terminate Authority employment at \$10 per day for every eight hours remaining in their Frozen Sick Balance up to a maximum of \$2,400.
- G. Payment for unused hours in the Frozen Sick Balance will be paid out to employees who retire from Authority employment, at minimum age of 50 and at least five years of service, for every eight hours remaining in their Frozen Sick Balance, with no maximum payout, at the following rates:

<u>Service Period</u>	<u>First 90 Days</u>	<u>After 1st 90 Days</u>
5<10 years	\$35/Day	\$35/Day
11<15 years	\$35/Day	\$35/Day + 10% of regular pay
16<20 years	\$35/Day	\$35/Day + 15% of regular pay
21<25 years	\$35/Day	\$35/Day + 20% of regular pay
26<30 years	\$35/Day	\$35/Day + 25% of regular pay
31+ years	\$35/Day	\$35/Day + 30% of regular pay

CHAPTER 5 – EMPLOYMENT ADMINISTRATION

5. Employment Administration.

5.1 Personnel Files.

5.1.1 Maintenance. The Authority maintains a personnel file for each Authority employee. Personnel records are maintained in accordance with the Library of Virginia's Records Retention and Disposition Schedules for local government records. The employee's personnel file is the official record of all employment with the Authority. Personnel files contain personal information, benefit records, performance evaluations, disciplinary actions, training records, and other pertinent information.

5.1.2 Inspection. Personnel records are available for inspection only by the employee and the employee's supervisor and other authorized persons. An employee may review that employee's personnel records by contacting the Administrative Coordinator for an appointment. The Administrative Coordinator must be present during a review of any personnel records.

5.1.3 Confidentiality.

A. All personnel records are the property of the Authority. Records of the name, position, job classification, official salary, or rate of pay of, and records of the allowances or reimbursements for expenses paid to, any officer, official, or employee of the Authority are generally available to the public under the Virginia Freedom of Information Act, Va. Code §§ 2.2-3700—2.2-3715. However, personnel records are otherwise confidential and will not be disclosed outside of the Authority unless the employee authorizes the release of the employee's personnel records in writing or unless otherwise required by law. Only employees who have a need to know, in the performance of their regular duties, will be authorized to view personnel records.

B. The Authority also expects its employees to respect their fellow employees. Personal and personnel information about an employee may not be discussed with other fellow employees or outsiders unless the performance of regular duties requires such discussion. Any disclosure of such information to outside parties must have the prior approval of the Chief Executive Officer.

5.1.4 Accuracy of Information. Employees should report any change of address, name, telephone number, number of dependents, or other personal information to the Administrative Coordinator so that personnel records and insurance benefits may be kept up-to-date. The Authority will not be responsible for delays or rejections of employee claims or benefits due to the failure of the employee to provide current and accurate contact information to the Administrative Coordinator. Additionally, failure to provide current and accurate contact information to the Administrative Coordinator after being requested to do so may be grounds for disciplinary action up to and including dismissal.

5.2 Performance Evaluations.

- A. Written performance evaluations are conducted, as a minimum, on an annual basis for regular employees. Performance evaluations for regular employees may also be conducted at other intervals identified by the supervisor. These evaluations are not intended to replace the day-to-day performance discussions between the employee and the employee's supervisor. They should instead help the employee set goals, determine dimensions related to those goals, and establish job specific examples that meet those goals. They are intended to help the employee identify performance level, growth level, and development needs.
- B. Probationary employees are evaluated, at a minimum, during the third month of employment and prior to the completion of the six-month probationary period. All other employees are evaluated at a minimum annually on or about their annual performance review date. Upon achieving a satisfactory performance evaluation, at a minimum, the regular employee may be eligible for a merit increase, if funding has been authorized and provided such increase does not place the employee's rate of pay above the maximum.
- C. The Authority expects all employees to render dependable and satisfactory work performance in order that quality services may be efficiently provided. The failure to perform satisfactorily at any time, as determined by the Authority, may lead to discipline, up to and including dismissal. Any non-probationary employee who receives a performance evaluation below the satisfactory level will not be granted a merit increase. The employee shall be reevaluated by the employee's supervisor at the end of three months from the date of such unsatisfactory evaluation. Any employee who receives two or more performance evaluations, not necessarily consecutive, below the satisfactory level, within a three-year period, may be subject to dismissal.

- 5.3 **Promotions.** A promotion is defined as the selection of an employee from a job class in one pay grade for a position in a higher pay grade. To be selected for a promotion, an employee must meet the requirements and qualifications specified in the job description and must be performing satisfactorily in the current job. It is the policy of the Authority to post job vacancies in accordance with the Authority's application and hiring process if possible. The Authority reserves the right, however, to not post positions internally as it deems necessary. When an employee is promoted into a new position, that employee will serve up to a six-month transitional review period or a period of time determined by the needs of the employee's work unit. During this time, the promoted employee must demonstrate suitability for the position and the ability to perform the essential job functions. The employee's supervisor will make every effort through training and development to ensure successful transition to the new job.

5.4 Demotions.

- A. Demotion is a movement from one position to another position and job classification for which a lower maximum salary is prescribed. It is the policy of the Authority to treat all employees consistently upon demotion and to provide for a reduction in compensation when it is appropriate.
- B. The compensation of a demoted employee will be within the salary range established for the employee's new position. If the demoted employee's current salary is above the maximum rate established for that position, the salary will be reduced. The demoted employee's salary may be set at any point within the established range for his or her new grade. The new salary will be based upon recommendation by the supervisor and approved by the Chief Executive Officer. A demotion may be based on performance. In this situation, the employee has displayed an inability to meet job requirements or to perform the assigned tasks of the position. If a position is available, the employee may be assigned to a position in a lower salary grade provided the employee can perform the tasks of the new position. A voluntary demotion may occur if any employee requests and is granted reassignment in a lower salary grade. All demotions must be approved by the employee's supervisor and the Chief Executive Officer.

5.5 Position Reclassification.

- A. The Authority reserves the right to make changes in the classification system and to adjust compensation of an employee if the duties have increased or decreased to the extent that a different classification is required. The Authority reserves the right to make changes in the job description or title without affecting the position classification.
- B. Supervisors may request a position reclassification at any time. However, such a request should be submitted and considered during budget preparation. The request must be approved by the Chief Executive Officer.
- C. A position reclassification may occur in an existing position because of changes in essential job functions and responsibilities. Often a reclassified position changes by no more than two classification grades or only within the same occupational group. Where a position reclassification results from gradual changes in essential job functions and responsibilities, the incumbent fills the reclassified position and the Authority's application process does not apply. A position will not be reclassified if there are minor changes in the description or title.
- D. The employee whose position is reclassified upward may receive a five-percent increase above the present salary or the minimum salary of the new grade, whichever is greater. The salary for an employee whose position is reclassified

downward will remain the same. However, if the employee's present salary is above the maximum salary of the new, lower grade, the employee will not be eligible to receive merit or performance-based salary increases. The employee will be eligible to receive any salary increases given to all Authority employees, provided such increases are not based on merit or performance. If changes in the pay range occur that place the employee's salary below the maximum, the employee would be eligible for merit or performance-based increases until the salary reaches the new maximum for the lower grade.

5.6 Position Establishment and Abolishment. The Authority reserves the right to establish or abolish positions in the Classification Plan according to the needs of the organization. If a position is established, the newly established position is posted and applications for employment are accepted according to the Authority's application and hiring process. If a position is abolished, any incumbent in that position is treated according to the Authority's layoff procedure.

5.7 Other Classification Adjustments.

- A. The Authority reserves the right to make changes at any time in the classification system to adjust compensation of employees due to periodic marketplace conditions or wage and salary surveys. Adjustments may occur within identified groups or classes of positions or systemwide.
- B. The reassignment of a position or positions at any time in the Classification Plan as a result of periodic marketplace or salary surveys is wholly separate from the reclassification process. The Chief Executive Officer defines the method by which positions are reassigned and employee salaries are adjusted.

5.8 Layoff and Recall.

5.8.1 Generally. During certain times the Authority may find it necessary to reduce the number of employees or positions, or both. If layoffs become necessary, the Chief Executive Officer shall identify the positions and employees to be affected. Generally, all part-time and temporary employees in the positions to be reduced will be laid off before any reduction in regular employees in similar positions. All employees will be considered for layoff based only on legitimate business reasons, such as performance and seniority. All employees laid off will be placed on leave without pay.

5.8.2 Recall. Employees in laid-off status may be given recall opportunities as determined by the Authority. If a position is reinstated or becomes available, those regular employees in layoff status may receive priority in selection for the position if the employee meets the job requirements of the position. Any employee offered a position in the same grade and job classification that elects not to accept the position will no longer be considered in layoff status. Any employee accepting a job in a position of a lower pay grade and job classification will continue at the same salary if that salary is within the salary range of the

position accepted. However, the employee will not lose recall opportunities whether or not the employee accepts the lower position. The recall period will not exceed 18 months.

5.8.3 Benefits. Employees laid off under this section 5.8 will be placed on a “leave without pay layoff.” This leave may continue for up to 24 months unless the employee declines recall or resigns earlier. Certain employee benefits will continue during this time. Employees will have the option to be paid for accumulated Flexible Leave or to keep the balance as a credit during the time of leave without pay layoff. If an employee resigns or is terminated during this period, the employee will be paid the appropriate amount for the unused balance of Flexible Leave. The employee on leave without pay layoff will not accumulate Flexible Leave while on non-pay status. During the time of leave without pay layoff, the employee must pay the employee’s as well as the Authority’s contribution to the employee’s health or other insurance to continue coverage. If an employee is laid off for longer than a month, the employee must also pay the employee’s share of the Virginia Supplemental Retirement System life insurance.

5.9 Termination of Service; Resignations.

5.9.1 Termination of Service.

- A. An employee’s service with the Authority may be terminated due to death, dismissal, disability retirement, job abolishment, layoff, resignation, or retirement. Employees leaving Authority service must return any Authority property in their possession, including, but not limited to, manuals, identification cards, books, badges, keys, uniforms, and tools. The Authority may withhold any Leave balance payout or other payments due to an employee until the employee has returned all Authority property.
- B. The Administrative Coordinator will make provisions for the mailing of W-2 forms, make arrangements for benefit changes, and assist with the completion of other necessary paperwork.

5.9.2 Resignations.

- A. A resignation is voluntary termination of employment at the request of the employee. An employee desiring to resign should give a minimum of two weeks written notice to the employee’s supervisor with a copy to the Administrative Coordinator. This notice enables the supervisor to make arrangements for a replacement and provides for work continuity. The supervisor and the resigning employee, by mutual consent, may waive or modify the two weeks’ written notice. No written acceptance of a resignation shall be required as a condition precedent to effectiveness.
- B. In order for an employee to resign in good standing, the employee should tender notice of the employee’s resignation at least two weeks prior to the effective date of resignation unless waived by the employee’s appointing authority. A resignation

may be withdrawn only with the written consent of the Chief Executive Officer. A resignation terminates the right to pursue any matter through the grievance procedure.

5.9.3 Post-Termination Conduct. Each employee of the Authority has certain legal and fiduciary responsibilities even after the termination of that employee's employment, whether voluntary or involuntary. These include, without limitation, (i) the duty to return all Authority property, (ii) the duty to not disparage the Authority, and (iii) the duty to not disclose the Authority's confidential information. An employee should contact the Chief Executive Officer for further guidance as to what these legal and fiduciary duties are.

5.10 Continuous Service. If an employee's employment terminates in good standing and the employee returns to Authority employment within 90 days after the date of termination, the employee will retain seniority and be given credit for previous service for the purposes of accruing Flexible Leave. Individuals wishing to return to their previous positions with the Authority must complete the application and hiring process.

5.11 Anniversary Dates. A regular employee's anniversary date is the date hired for regular employment and will be used for determining length of service. A regular employee is eligible for performance evaluation and consideration for a merit increase on or about the employee's annual performance review date. The annual performance review date is the date the employee was placed in the current position.

5.12 Travel Reimbursement.

- A. The Authority will reimburse reasonable work-related travel expenses when an employee is required to travel on Authority business. The employee's supervisor and the Chief Executive Officer must approve all such travel in advance. The employee must submit all receipts for eligible travel expenditures to the employee's supervisor as a prerequisite for reimbursement. Ineligible expenses include, but are not limited to, the purchase of alcoholic beverages, personal recreation-related expenses, and in-room hotel "pay-for-view" movies.
- B. Employees who use their personal vehicle for Authority business are also eligible to receive mileage reimbursement. Reimbursement is paid at the current per-mile amount from IRS Publ. 463 or any successor publication by the Internal Revenue Service.

5.13 Immediate Family Members within a Work Unit. It is the policy of the Authority not to place immediate family members in a supervisor-subordinate relationship within the same work unit. Additionally, family members may not be hired (even if they would be in separate work units) where the employment of the family members may result in a potential for conflict of interest. This includes regular, part-time, and temporary employees, whether or not probationary. The immediate family includes the employee's spouse and the children, brothers, sisters, parents, and grandparents of the employee and the employee's spouse.

5.14 Employee Assistance Program.

5.14.1 Policy. For any organization to function properly its employees should be free from major personal problems which can adversely affect job performance, cooperation and attendance. In fulfilling the Authority's mission to support and develop its employees, the Authority has a commitment to providing an Employee Assistance Program from which its employees may obtain competent professional assistance in resolving their personal problems. Through contract, this program is provided for Authority employees by the Carilion Employee Assistance Program.

5.14.2 Goals and Objectives. The goal of the Authority's Employee Assistance Program is to retain employees by confidentially assisting employees struggling with personal problems. The objectives of Carilion Employee Assistance Program administering this program are as follows:

1. To facilitate the early identification of personal problems which may affect job performance;
2. To motivate troubled employees to seek and accept professional assistance;
3. To assess the nature and scope of employee problems;
4. To develop and recommend intervention plans for resolving assessed problems;
5. To provide confidential and professional services for the resolution of personal problems and refer to selected community resources for the delivery of needed specialized or long-term services; and
6. To follow-up on employee progress in delivered services and to attempt to assure satisfactory problem resolution.

5.14.3 Eligible Participants. The Authority's program as provided by Carilion Employee Assistance Program will provide confidential problem assessment, short-term counseling, and referral case management and follow-up services for all full-time employees, their spouses, and legal dependents.

5.14.4 Scope of Service. Assistance services shall be provided in confidence on a short-term basis for such problems as marital and family discord, chemical dependency or abuse, financial difficulties, legal entanglements, psychological, emotional, or behavioral concerns.

5.14.5 Confidentiality. All records and information pertaining to an employee's or dependent's involvement with Carilion Employee Assistance Program will be held in strict confidence and will not become part of the employee's regular personnel file. Such information will only be disseminated as otherwise allowed or required by law. All client involvement with Carilion Employee Assistance Program shall be on a voluntary basis except for mandatory referrals described below.

5.14.6 Referral Procedures. Referral procedures to facilitate the early identification and resolution of personal problems include the following:

- A. Self-Referral: Any employee, employee's spouse, or employee's dependent, desiring assistance for a personal problem may call Carilion Employee Assistance Program and schedule an appointment to speak with an Employee Assistance Program counselor.
- B. Formal Referral:
 1. Any employee presenting a documented decline in work performance or a particular on-the-job incident which indicates the possible presence of a personal problem, may be referred to Carilion EAP by the employee's immediate supervisor or Operations Manager.
 2. When the employee agrees to accept a Formal Referral, the supervisor or Operations Manager shall call Carilion Employee Assistance Program, shall consult with a counselor about the case, and may choose to schedule an appointment for the employee. The employee shall then be given, in writing, the appointment day, date, time, and place. An Employee Assistance Program Formal Referral Form, obtained from the Administrative Coordinator, will be completed by the Operations Manager, reviewed and signed by the employee, and forwarded to Carilion Employee Assistance Program prior to the time of the scheduled initial interview.
 3. At the discretion of the supervisor, the initial appointment with the Employee Assistance Program counselor may be scheduled during the employee's assigned work hours. Subsequent appointments may be scheduled for times other than the employee's assigned work hours.
 4. When a Formal Referral is made to the Employee Assistance Program in accordance with this prescribed procedure, the supervisor or Operations Manager shall be notified:
 - a. That the employee did or did not keep the initial appointment as arranged;
 - b. That the employee has accepted or rejected the program's offer of assistance; or
 - c. That the employee will or will not require time away from work for treatment of a personal problem.

In the event that an employee requires time away from work; Carilion Employee Assistance Program shall notify the supervisor or Operations Manager, as applicable, of the requested date the leave of absence should

begin and the anticipated return to work date. In all cases, the Employee Assistance Program counselor will collaborate with the employee's supervisor or Operations Manager in order to determine the appropriate procedure for scheduling time away from work. Requests for time away from work must comply with established policies and procedures.

C. Mandatory Referrals.

1. Carilion Employee Assistance Program will provide all substance abuse assessments resulting from positive drug or alcohol tests required by United States Department of Transportation regulations. All Employee Assistance Program policies and procedures referenced in this handbook apply when performing a substance abuse assessment required by United States Department of Transportation regulations.
2. The Substance Abuse Professional, through Carilion Employee Assistance Program, will provide assessments in accordance with United States Department of Transportation regulations. United States Department of Transportation regulations require that the Substance Abuse Professional:
 - a. Evaluate the employee and establish whether or not the employee requires assistance in resolving alcohol or drug problems;
 - b. Advise the Authority as to whether the employee has properly complied with any recommended rehabilitation; and
 - c. Recommend a course of unannounced follow-up tests to be conducted after the employee returns to duty.

It remains the Authority's responsibility to make final determination on whether to return employees to duty and to implement the course of recommended follow-up testing.

3. Procedures:
 - a. An employee who engages in conduct prohibited by the Authority's Substance Abuse Policy, may receive a mandated referral to the Employee Action Program. The employee's supervisor will give the employee a letter detailing the employee's infraction, expectations of submitting to a substance abuse evaluation and following all recommendations made by the Substance Abuse Professional. The employee will sign a written consent to release information to the employee's supervisor.
 - b. The employee, if allowed to return to work, must begin implementing and complying with all treatment recommendations.

The Substance Abuse Professional will contact the employee's supervisor indicating the expected return to work date (following a negative alcohol/drug screen) as well as the communication regarding assessment, compliance, and follow-up testing required by United States Department of Transportation regulations.

- c. The Substance Abuse Professional will provide the recommended testing schedule to Safety and Compliance Services, Inc., following the employee's return to work and will follow up in person or by telephone on an as-needed basis to encourage continued recovery or compliance.

5.14.7 Continued Obligation to Comply with Policies and Procedures. Involvement in Carilion Employee Assistance Program shall not result in any employee receiving special privileges or exemptions from standard policies and procedures. The Authority recognizes that resolving employee personal problems is vital to establishing and maintaining sound work relationships and believes that it is of importance that all employees perform their work responsibilities at acceptable levels and follow established policies and procedures at all times. The employee's involvement in this program shall in no way interfere with the employee's supervisor or Operations Manager's right and obligation to take the appropriate corrective action consistent with established policies and procedures.

5.14.8 Administrative Direction. The Authority's Employee Assistance Program is coordinated with Carilion Employee Assistance Program by the Authority's Administrative Coordinator.

CHAPTER 6 – EMPLOYEE RESPONSIBILITIES

6. Employee Responsibilities.

6.1 Safety.

6.1.1 Policy. Safety on the job is crucial. It is the responsibility of all Authority employees to observe the safety rules established for their positions. Operations Managers and supervisors shall provide training of employees in the proper use of any required machinery, equipment, tools, and personal protective equipment and shall document such training. Employees shall participate in and complete training as to the proper use of any required machinery, equipment, or tools. Employees shall be trained and use the proper personal protective equipment required for their jobs. Employees who use an Authority vehicle shall follow all safety procedures and traffic laws and comply with section 6.2 of this handbook.

6.1.2 Questions. Each employee shall promptly address any questions about these safety procedures or laws to the employee's supervisor. Employees who fail to follow established safety rules or improperly use protective equipment will be subject to disciplinary action up to and including dismissal.

6.1.3 Reporting Accidents and Defects. An employee who finds any apparent defect in Authority equipment must report it to the appropriate supervisor as soon as possible, preferably before beginning the shift. Any accident involving Authority equipment must be reported immediately to the appropriate supervisor regardless of the cause. Authority equipment should only be used for its intended purpose. No employee may modify or repair equipment without the prior permission of the employee's supervisor.

6.2 Vehicle Policy.

6.2.1 Vehicle Safety. It is the policy of the Authority to maintain a safe and healthful work place and safe working equipment. All vehicle and equipment operations are to be conducted as safely and efficiently as possible. Safety on the job is of the utmost importance. Therefore, it is the responsibility of all Authority employees to observe the safety rules established for their position.

6.2.2 Licensure and Insurance. Each employee who is required to drive an Authority vehicle or motor equipment, or who must drive personal or rental motor equipment or vehicles on Authority business, must be properly licensed and maintain a driving record acceptable to the Authority and its insurer. As a result, such an employee may be required to provide and authorize the Authority the ability to check the employee's Virginia Division of Motor Vehicles driving record at any time.

6.2.3 Use of Personal Vehicle for Authority Business. If an employee will be using personal or rental motor equipment or vehicles for Authority business, the employee must have at least the minimum insurance coverage on the vehicle required by Virginia law.

6.2.4 Incidents with Vehicles or Drivers. Each employee shall report all tickets, citations, or accidents involving Authority motor equipment or vehicles, or accidents, tickets or citations received in personal or rental motor equipment or vehicles while being used on Authority business, to the employee's supervisor in writing within 24 hours of the incident, or as soon thereafter as possible if it is impossible to do so within 24 hours. Each employee shall report any restriction or change in the ability to drive (e.g., suspension of license) in writing to the employee's supervisor within 24 hours of the imposition of the restriction or change, or as soon thereafter as possible if it is impossible to do so within 24 hours, if the employee's job requires the employee to drive. In all instances, the Authority will determine if the employee provided proper and timely notice of these incidents.

6.2.5 Restricted Drivers. Employees whose driving privileges are revoked, suspended, or otherwise changed shall not to drive Authority vehicles or personal or rental vehicles on Authority business without the prior written permission of the Chief Executive Officer. Employees whose driving privileges are changed as set forth above may be subject to discipline, including demotion or dismissal if the employee's job requires the employee to drive. The Authority will not be responsible for any damage or injury caused by the employee to the employee or others if the employee was driving or performing services without the proper licensure. When an employee who is required to drive as part of their job functions has their license suspended or revoked, the Authority has no obligation on the Authority to place such employee in any other position or to otherwise accommodate such employee.

6.2.6 Post-Accident Testing. After any on-the-job accident or injury, including vehicular accidents, an employee may be required to submit to a drug test or an alcohol test, or both. Employees are prohibited from taking any action which would jeopardize such testing.

6.2.7 Vehicle Rules. The Authority will not be responsible for liability incurred due to the negligent or illegal actions of an employee driving Authority motor equipment or vehicles or personal or rental motor equipment or vehicles on Authority business. The following vehicle rules shall be observed by all employees operating Authority motor equipment or vehicles:

- A. Commercial driver's licenses shall be required for all licensed vehicles larger than pick-up trucks which operate off Authority premises.
- B. Authority vehicles and personal or rental vehicles being operated for Authority business shall be operated within the legal speed at all times and with good judgment when road, weather, or traffic conditions warrant a reduction in speed below posted speed limits. Drivers and passengers shall use safety belts and harnesses, if available in the vehicle, whenever a vehicle is in motion.
- C. Drivers shall ensure that there is no obstruction before backing a vehicle. If necessary, a spotter should be used to give instructions regarding clearances and distances. If alone, the driver shall stop the vehicle, set brakes, turn on the flashers

and make a walk around of vehicles prior to backing if unable to visually clear the area.

- D. A daily motor vehicle check shall be performed on all vehicles and equipment. Any discovery that will affect safe driving or operating shall be reported immediately and corrective maintenance performed before operating vehicle or equipment.
- E. No passengers shall be permitted in or on vehicular or motor equipment unless they are in the process of performing required employment duties, on official business as agents or potential agents of the Authority, or otherwise authorized by the Authority.
- F. Any person who operates any Authority vehicle or motor equipment under the influence of alcohol or illegal drugs shall be subject to immediate dismissal.
- G. Employees shall not (i) use any external (i.e., not part of the motor equipment) electronic device (e.g., cellular telephones, headsets, pagers, or tablets) while operating Authority motor equipment, (ii) text while driving or operating an Authority vehicle or motor equipment, (iii) use any handheld personal communications device in violation of section 46.2-818.2 of the Code of Virginia.

6.3 Severe Weather Policy.

- A. Employees are responsible for reporting to work on time. When weather conditions cause transportation or reporting to work problems, the employee must contact the employee's supervisor. If the supervisor decides the employee is not required to report to work, the supervisor may let the employee take leave or leave without pay as appropriate. An employee who fails to make a reasonable effort to get authorization for an absence may be subject to disciplinary action. Failure to report to work when the Authority has determined it is not unsafe to do so may result in disciplinary action up to and including dismissal. Management will inform employees who may be required to remain at work or report to work when such weather conditions occur.
- B. In severe weather conditions, the Chief Executive Officer may close Authority offices or any or all Authority facilities. When this occurs, every attempt will be made to notify the affected employees through their supervisors, communication media, or the local media.

6.4 No Smoking Policy. The Authority is concerned about the health and welfare of its employees and is responsible for providing a work environment that does not present a health or safety hazard to employees or citizens. Therefore, smoking is prohibited in Authority-owned buildings, facilities, and heavy equipment. Smoking shall be permitted only in designated areas. Employees who violate this no smoking policy are subject to discipline.

6.5 Information Technology Systems.

6.5.1 Definition of “Information Technology Systems.” For purposes of this section 6.5, “information technology systems” includes network systems, hardware, software, and any related systems or devices as well as electronic media including, but not necessarily limited to, electronic mail (“E-mail”), Internet use, Intranet bulletin boards, electronic subscription services, electronic data or documents, voicemail, and any other forms of electronic communication or accounts associated with any of these systems.

6.5.2 Ownership of Information Technology Systems. All information technology systems provided for the use of Authority employees are the property of the Authority or of Roanoke County.

6.5.3 Information Technology Support. Roanoke County provides information technology maintenance and support for the Authority through a contract. This support includes access to Roanoke County network systems and other County-owned information technology systems. Accordingly, all Authority employees shall comply with all Roanoke County information technology policies and procedures applicable to the Authority’s use of information technology systems that Roanoke County may maintain for the Authority or own.

6.5.4 Disclaimer of Liability for Use of Internet. The Authority is not responsible for material viewed or downloaded by users from the Internet. The Internet is a worldwide network of computers that contains millions of pages of information. Users are cautioned that these pages may include offensive, sexually explicit, and inappropriate material. In general, it is difficult to avoid at least some contact with this material while using the Internet. Even innocuous search requests may lead to sites with highly offensive content. In addition, having an E-mail address on the Internet may lead to receipt of unsolicited E-mail containing offensive content. Users accessing the Internet do so at their own risk.

6.5.5 Duty of Care. Employees should endeavor to make each electronic communication truthful and accurate. You should use the same care in drafting E-mail and other electronic documents as you would for any other written communication. Please keep in mind that anything created or stored on the computer system may, and likely will, be reviewed by others.

6.5.6 Duty Not to Waste Computer Resources. Employees shall not deliberately perform acts that waste computer resources or unfairly monopolize resources to the exclusion of others. These acts include, but are not limited to, sending mass mailings or chain letters, spending excessive amounts of time on the Internet, playing games, engaging in online chat groups, printing multiple copies of documents, or otherwise creating unnecessary network traffic. Because audio, video, and picture files require significant storage space, files of this sort may not be downloaded unless they are business-related.

6.5.7 No Expectation of Privacy. The information technology systems provided to employees are to assist them in performance of their jobs. Employees have no expectation of privacy

in anything they create, store, send, or receive on Authority-provided information technology systems. All electronic communication systems and all communications and stored information transmitted, received, or contained in the Authority's information systems are the property of the Authority, may be viewed or inspected by the Authority at any time, and may only be used for job-related purposes. The Authority retains the right and maintains the obligation as the owner of information technology systems to access, review, and use such for Authority business and to gather information as deemed necessary to conduct investigations or to assist in legal investigations of individuals or incidents at any time and without prior notice. Use of Authority telephone, voicemail, computer, and other information technology systems constitutes acceptance of such monitoring.

- 6.5.8 No Privacy in Communications.** Employees should never consider electronic communications to be either private or secure. E-mail may be stored indefinitely on any number of computers, including that of the recipient. Copies of an employee's messages may be forwarded to others either electronically or on paper. In addition, E-mail sent to nonexistent or incorrect user names may be delivered to persons that the sender never intended.
- 6.5.9 Monitoring of Computer Usage.** The Authority has the right, but not the duty, to monitor any and all aspects of its information technology systems, including, but not limited to, monitoring sites visited by employees on the Internet, monitoring chat groups and news groups, reviewing material downloaded or uploaded by users to the Internet, and reviewing E-Mail sent and received by users.
- 6.5.10 Blocking of Inappropriate Content.** The Authority may use software to identify inappropriate or sexually explicit Internet sites and may cause such sites to be blocked from access by Authority-provided networks. In the event an employee encounters inappropriate or sexually explicit material while browsing on the Internet, the employee immediately shall disconnect from the site, regardless of whether the site was subject to Authority blocking software.
- 6.5.11 Prohibited Activities.** Employees shall not sent material that is fraudulent, harassing, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, or otherwise unlawful or inappropriate by E-mail or other form of electronic communication (e.g., bulletin board systems, news groups, and chat groups), viewed, accessed or downloaded from the Internet, or displayed on or stored in Authority computers. Employees encountering or receiving this kind of material should immediately report the incident to their supervisors.
- 6.5.12 Games and Entertainment Software.** Employees shall not use the Authority's Internet connection to download games or other entertainment software, including screen savers, or to play games over the Internet.
- 6.5.13 Illegal Copying.** Employees may not illegally copy material protected under copyright law or make that material available to others for copying. Each employee is responsible for complying with copyright law and applicable licenses that may apply to software, files,

graphics, documents, messages, and other material that the employee wishes to download or copy. The employee may not agree to a license or download any material for which a registration fee is charged without first obtaining the express written permission of the Chief Executive Officer.

6.5.14 Virus Detection. Files obtained from sources outside the Authority, including disks brought from home; files downloaded from the Internet, news groups, bulletin boards, or other online services; files attached to E-mail; and files provided by customers or vendors, may contain dangerous computer viruses that may damage Authority-provided information technology systems. Employees should never download files from the Internet, accept E-mail attachments from outsiders, or use disks not provided by the Authority without first scanning the material with Authority approved virus checking software. If an employee suspects that a virus has been introduced into the Authority's network, the employee shall notify the Chief Executive Officer immediately.

6.5.15 Use of Encryption Software. Employees may not install or use encryption software on any of the Authority's computers without first obtaining written permission from their supervisors. Employees may not use passwords or encryption keys that are unknown to their supervisors.

6.5.16 Export Restrictions. The federal government has imposed restrictions on export of programs or files containing encryption technology (such as E-mail programs that permit encryption of messages and electronic commerce software that encodes transactions). Employees shall not place on the Internet or transmit in any way outside the United States and software containing encryption technology without prior written authorization from the Chief Executive Officer.

6.5.17 E-Mail General Guidelines.

- A. Think before sending a message. It is very important that employees use the same care and discretion in drafting E-mail as you would for any other written communication. Anything created or stored on the computer may, and likely will, be reviewed by others and kept indefinitely. Before sending a message, employees should ask themselves, "Would I want a judge or jury to see this message?"
- B. Avoid inappropriate material. Material that is fraudulent, harassing, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, or otherwise unlawful or inappropriate may not be sent by E-mail. If an employee encounters this kind of material, the employee shall report it to the employee's supervisor.
- C. Do not forward or initiate chain E-mail. Chain E-Mail is a message sent to a number of people asking each recipient to send copies with the same message to a specified number of others. Do not forward E-mail to any person or entity without the express permission of the sender.

- D. Do not send unsolicited E-mail (i.e., spamming). Employees may not send unsolicited E-mail to persons with whom they do not have a prior relationship without the express permission of their supervisors
- E. Do not alter metadata. Employees may not alter the “From:” line or other attribution-of-origin information in E-Mail, messages, or postings. Anonymous or pseudonymous electronic communications are forbidden. Employees shall identify themselves honestly and accurately when participating in chat groups, making postings to news groups, sending E-Mail, or otherwise communicating online.
- F. Use the Authority’s standard footer for E-mail. The following footer should be appended to all E-mail sent outside the Authority:

This E-mail and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to whom they are addressed. If you are not the intended recipient or the person responsible for delivering the E-mail to the intended recipient, be advised that you have received this E-mail in error and that any use, dissemination, forwarding, printing, or copying of this E-mail is strictly prohibited. If you have received this E-mail in error, please immediately notify the Roanoke Valley Resource Authority by telephone at 540.857.5050. You will be reimbursed for reasonable costs incurred in notifying us.

- G. Identify attorney-client communications. E-mail sent from or to any attorney representing the Authority should include this or a substantially equivalent warning in all capital letters at the beginning of the E-mail: “ATTORNEY-CLIENT COMMUNICATION - PRIVILEGED AND CONFIDENTIAL - DO NOT FORWARD.” It is the policy of the Authority that communications from the Authority’s attorneys may not be forwarded without the sender’s express permission.

6.5.18 Blogging and Personal Websites. Personal websites and weblogs (i.e., blogs) have become prevalent methods of self-expression in our culture. The Authority respects the right of employees to use these mediums during their non-working time. Employees should not, however, identify themselves as an Authority employee on a website or weblog. Additionally, employees shall adhere to the following minimum guidelines when using personal websites and weblogs:

- A. Never disclose any confidential or proprietary information of the Authority.
- B. Respect other individuals and do not make derogatory statements about other Authority employees, vendors, and customers.
- C. Never permit blogging to interfere with the employee’s job.

D. Do not do anything which is detrimental to the best interests of the Authority in a web site or blog.

6.5.19 Social Media. To address the fast-changing landscape of the Internet and the way residents communicate and obtain information online, the Authority may, in its sole discretion, consider using social media formats to communicate Authority information to the public and to further the goals of the Authority when and where it deems appropriate. The Authority has an overriding interest and expectation in deciding who is authorized to “speak” and what is “spoken” on behalf of the Authority on any social media site. This section 6.5.19 establishes guidelines for any authorized use of social media on behalf of the Authority. The Authority’s Chief Executive Officer shall approve what social media outlets may be suitable for use by and on behalf of the Authority. All official presences on behalf of the Authority on social media sites or services are considered an extension of the Authority’s information networks and are governed by all policies contained in this handbook. The Authority’s Chief Executive Officer will review any recommendations from employees to use social media sites on behalf of the Authority, and no such use shall be permitted without the Chief Executive Officer’s prior written approval. Only employees authorized by the Chief Executive Officer shall use social media officially on behalf of the Authority. Such employees shall comply with applicable federal and state laws, regulations, and policies. This includes adherence to established laws and policies regarding copyright, the Virginia Public Records Act, the Virginia Freedom of Information Act, First Amendment, any applicable privacy laws, and information security policies established by the Authority. Employees acting officially on behalf of the Authority via social media outlets must conduct themselves at all times as representatives of the Authority.

6.5.20 Questions and Violations. Employees should address any questions about this section 6.5 or any policies referred to herein to the Administrative Coordinator. Violations of this section 6.5 or any policies referred to herein may result in disciplinary action up to and including dismissal.

6.6 Conflicts of Interests. The State and Local Government Conflict of Interests Act, tit. 2.2, ch. 31 of the Code of Virginia, applies to all officers and employees of the Authority. This law sets out generally prohibited behavior, such as accepting bribes or kickbacks or using confidential information acquired as an Authority employee for one’s own economic benefit. This law also prohibits Authority employees and their families from having a financial interest in a contract with the Authority and Authority employees from participating on behalf of the Authority in transactions in which they or their families have a financial interest. The Virginia Public Procurement Act, tit. 2.2, ch. 43 of the Code of Virginia, sets out additional rules for Authority employees involved in public contracting on the Authority’s behalf. Violations of these laws may subject an Authority employee to civil or criminal penalties as well as disciplinary action by the Authority. Employees with questions or concerns related to conflict-of-interests laws should address them to the Administrative Coordinator, who may consult with the Authority’s General Counsel to assist in responding to the questions or concerns.

6.7 Gifts. In addition to the laws to which section 6.6 of this handbook refers, Authority employees shall not (i) accept gifts, gratuities, favors, or rewards for any services they perform in connection with Authority employment or (ii) solicit, offer, or accept money or anything of value in exchange for an appointment, promotion or special privileges with the Authority. This policy does not prevent an employee from accepting a gift with a value less than \$20 under circumstances where the timing and nature of the gift would not cause a reasonable person to question the employee's impartiality in the matter affecting the donor or raise an appearance of the use of the employee's position with the Authority for private gain.

6.8 Confidentiality of Authority Information.

- A. It is the responsibility of all Authority employees to safeguard sensitive information. Generally, any information about Authority gained by an employee, as a result of the employee's employment with Authority and which is not known by the general public, is considered confidential and should be treated as confidential.
- B. During employment with the Authority, and after the termination of that employment, irrespective of whether the termination was voluntary or involuntary, employees should use, access, disclose, copy, or duplicate confidential information only as needed to perform their duties and in no manner which is detrimental to the best interests of the Authority. This forbids, among other things, the discussion or disclosure of confidential information with outsiders, including members of an employee's family and an employee's close friends. Employees are also prohibited from discussing confidential information with other employees unless the employees in question are specifically required to do so in the performance of their duties.
- C. Employees are also prohibited from storing, downloading or removing confidential information (either in written or electronic form) away from Authority premises or in personal systems such as personal computers or external storage drives or for any reason that is detrimental to the interests of Authority or in violation of this policy. It is also important not to leave confidential information in areas which would be visible or accessible to visitors or any other individual who has no need to know concerning the confidential information. Consequently, confidential information should be locked up and computers containing these systems locked or powered off when not in use.
- D. In order to protect confidential information, employees are prohibited from using any device at work which has the ability to photograph, record (audio or visual), transcribe, photocopy, or otherwise duplicate images, documents or things unless it is specifically necessary for the employee to use such a device for job-related functions. Such devices include, but are not limited to, cameras, camcorders, phone cameras, tape recorders, and PDAs. Except as specifically required by the employee's job, employees are also prohibited from copying, photographing,

recording (audio or visual), downloading or otherwise duplicating confidential information or images unless the employee is specifically required to do so in the performance of the employee's duties with the Authority.

- E. Employees may be required to have passwords, or may be provided passwords, for use with certain Authority information systems. Employees are prohibited from disclosing such passwords to outsiders or to other employees who have no business need to know about the password, or for any manner which is detrimental to the best interests of the Authority.
- F. If an employee is questioned by anyone (either outside Authority or other employees) about disclosing any information about the Authority, including confidential information, and the employee is concerned about the appropriateness of giving them the information, the employee is not required to answer. Instead, as politely as possible, the employee should refer the request to the Chief Executive Officer.
- G. If an employee believes that the employee is required by law or otherwise to reveal any confidential information of the Authority, such as by court order or subpoena, either during employment with the Authority or after the termination of that employment, the employee should, except as otherwise prohibited by law, promptly contact the Chief Executive Officer prior to any disclosure so that the Authority can take appropriate steps to safeguard the disclosure of the confidential information.
- H. Employees must return all Authority property in the employee's possession, including confidential information, as well as copies of the same, at the time the employee leaves employment with the Authority or at any other time the Authority requests.
- I. The Authority may take appropriate civil or criminal action against anyone who misappropriates or misuses confidential information. The Authority may also notify proper law enforcement authorities where it believes that illegal or improper activities have occurred.

6.9 Outside Employment. Although employees are allowed to have employment outside the Authority, Authority employees shall not engage in any employment, activity, or enterprise which has been determined to expose the Authority to legal liability for acts of negligence growing out of such outside employment, or to be inconsistent, incompatible, or in conflict with the duties, functions, or responsibilities of their Authority employment. In addition, in the event that such outside employment activity or enterprise interferes with the employee's performance, attendance, promptness, ability to work overtime hours, the employee may be required to discontinue it. Outside employment is defined as that employment which is outside the normal job for which an individual is employed by the Authority; this includes self-employment. Employees are required to seek written approval of the Chief Executive Officer prior to engaging in any outside employment, activity or enterprise. A copy of such approval will be actively maintained in the employee's personnel

file. The absence of this approval from the employee's personnel file creates a presumption that the employee failed to obtain the written approval required in this section.

6.10 Political Activity. The Authority and its employees serve all people equally, regardless of their political opinions or affiliations. A person's political opinions or affiliations will not affect the amount or quality of service a person receives from the Authority in or under any circumstances. The Authority complies with section 15.2-1512.2 of the Code of Virginia, which protects the rights of Authority employees to participate in political activities while those Authority employees are off duty, out of uniform, and not on the premises of their employment with the Authority. Consequently, it is the Authority's policy that an applicant's or employee's political affiliation, preference, opinions, or non-work activities will have no effect on the appointment, retention, or promotion of an applicant or employee. However, no Authority employee shall engage in political activities, including, but not limited to, campaigning, displaying or distributing campaign materials, soliciting campaign funds, circulating candidacy petitions, or any other activity meeting the definition of "political activities" in section 15.2-1512.2 of the Code of Virginia while on Authority time or Authority property. Violation of this policy may result in disciplinary action up to and including dismissal.

6.11 General Conduct and Appearance. An employee, upon accepting employment, accepts an obligation to conduct himself or herself at all times as a representative of the Authority. The Authority's reputation is determined to a large extent by the impressions made by each and every employee. Consequently, professional attire and image is required of all employees while working or representing the Authority with the public. All employees are also reminded of the following general rules:

- A. Hair, beards and mustaches must be kept trimmed.
- B. Some customers and co-workers are sensitive to strong odors; therefore, employees should use only mild perfumes, colognes, and hair or other body products.
- C. Body piercing, body art, and the nature and amount of jewelry may also be considered inappropriate depending on the particular circumstances.
- D. Those employees required to wear uniforms must do so.

Employees should address questions about what is or is not appropriate under this policy to their supervisor.

6.12 Comments to News Media and Others. To ensure that all Authority information is accurate and up to date, all requests for comment by the news media or other sources concerning Authority business are to be referred to the Chief Executive Officer for consideration and response if needed.

6.13 Use of Authority Time, Care and Use of Equipment, Tools, and Property.

- A. Authority employees are expected to report to work promptly and make every effort to use time wisely in the completion of assigned duties. Employees shall not use Authority time for personal reasons.
- B. Employees shall attempt in good faith to limit the number and duration of personal telephone calls to communication that is essential and necessary to accomplish the objective. No Authority employee shall use any Authority telephone for a long-distance telephone call for personal purposes where the Authority is to be billed for charges incurred as a result of the telephone call. Use of Authority telephones for excessive numbers of personal calls or for longer periods of time than are necessary, or at times which impede operations, may result in disciplinary action.
- C. Fax machines, personal computers, copiers, and other Authority equipment should be used for Authority business.
- D. Employees are expected to demonstrate proper care when using all Authority equipment and property and such equipment and property should only be used for its intended purpose. Any loss or damage to company property must be reported at once to the employee's supervisor.
- E. Except as needed by the employee to perform that employee's job, no employee is permitted to remove any Authority property, tools or equipment from the Authority's premises without prior approval of their supervisor. Authority property is for business use only and, therefore, not for personal use or for conducting business other than that of the employee's assigned duties.
- F. Scavenging or removal of any discarded item, scrap metal, or any other materials or property from the Authority's transfer station or landfill premises for personal use or gain is strictly prohibited.
- G. Violation of this policy may result in disciplinary action up to and including dismissal.

6.14 Work Routine.

- A. Because the Authority relies heavily upon its employees, it is important that employees attend work as scheduled. Dependability, attendance, punctuality, and a commitment to do the job right are essential at all times. As such, employees are expected at work on all scheduled workdays and during all scheduled work hours and to report to work on time. Moreover, an employee must notify the employee's supervisor as far in advance as possible (or an amount of time established by the policy of the employee's work unit) if the employee expects to be late or absent, to need to leave early, or to otherwise deviate from the employee's work schedule. In all instances, the Authority will determine whether the employee provided notice as far in advance as possible. The failure to provide timely notice may result in appropriate discipline, up to and including dismissal.

- B. The employee's supervisor will provide the employee with a daily schedule. The supervisor or management may alter work hours during the workday, or may increase or decrease the normal work hours or work schedule as deemed necessary. Regular employees work a 40-hour week. Depending on the nature of their work, an employee may be allowed to alter the employee's work hours or lunch schedule with approval from the employee's supervisor. However, offices that serve the public must remain open and staffed during normal business hours. While there are no designated times for employee breaks, individuals may need a rest period or brief break during the day. Break periods may not exceed 15 minutes in the morning and 15 minutes in the afternoon. Break periods must not conflict with ongoing work in the office or work area or leave offices that serve the public uncovered. The employee must notify the appropriate supervisor before taking a break. Break periods shall not be used to arrive at work late, leave work early, or extend the lunch period. Employees on break may not disturb employees who are working, and employees, including supervisors, may not disturb employees who are on break.
- C. Depending on the nature of an employee's position, the employee may be required to work overtime or holidays. If overtime or holiday work is required, the Authority will compensate the employee in accordance with this handbook.

6.15 Solicitation of and Distribution to Employees. Authority employees are not permitted to sell items for personal gain to other employees or members of the general public during regular office or work hours. The Authority has a policy to provide each employee with a workplace free from solicitation or distribution and "pressure" to support a variety of causes so that the employee may be more productive at work. Accordingly, the following rules apply:

- A. Trespassing, soliciting, or distribution of literature by non-employees on Authority property is prohibited at all times.
- B. Employees may not solicit or distribute to other employees during their own work time, to other employees who are working, or in areas where customers are present.
- C. Employees may also not distribute literature in work areas or areas where customers are present.
- D. Distribution is defined as handing out non-work-related materials, leaflets, literature or printed materials of any kind. Solicitation is defined as approaching another employee for the purpose of influencing that employee to take a specific course of action concerning any cause not directly related to the employee's regular work duties or conditions.

- E. Work time is any time during an employee's shift except for authorized breaks and lunches. Work areas include any area where work is performed except designated break rooms, restrooms or designated employee lounges.
- F. Bulletin boards, company mail, electronic mail and other communications channels on company premises are solely for business purposes, including information on employee policies, programs and benefits.

6.16 Compliance with Law; Reporting Duty. It is the Authority's goal to be in compliance with all appropriate federal, state, and local laws applicable to it. If you are aware of any action or conduct by another individual which may be in violation of applicable law or of any of the policies of the Authority, including those contained in this handbook, or any other conduct which is inappropriate or detrimental to the Authority, you have a responsibility to report such violation, conduct, or action to your supervisor or the Chief Executive Officer. Failure to do so may result in disciplinary action up to and including dismissal.

6.17 Weapons. For purposes of this section, "weapon" means a firearm, stun weapon, knife or other bladed weapon, baton, nunchaku, shuriken, explosives, or any other implement of like kind. The Authority prohibits the possession or use of any weapon by any or visitor to Authority premises or by any employee during work time, while conducting Authority business, or on Authority premises. This prohibition does not apply to law enforcement or security personnel that the Authority authorizes or to weapons that remain secured in an employee's or visitor's locked personal vehicle parked in an authorized location on Authority premises throughout the employee's or visitor's presence on Authority premises.

CHAPTER 7 – SUBSTANCE ABUSE POLICY

7. Substance Abuse Policy.

7.1 Policies Applicable to All Employees.

7.1.1 Purpose. It is the policy of the Authority to establish and maintain a work environment free from the adverse effects of alcohol and drugs, including marijuana and marijuana products, cannabis oil and cannabis products, and to ensure the fair and equitable application of policy requirements. The effects of alcohol and drugs in the workplace could undermine the productivity of the Authority's workforce and create a serious threat to the welfare and safety of fellow employees and to the residents of the Authority's member jurisdictions.

7.1.2 Definitions. As used in this policy:

- A. **“Alcohol”** means the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols, including methyl or isopropyl alcohol.
- B. **“Driver”** means any person operates a commercial motor vehicle as defined in 49 C.F.R. Pt. 382.
- C. **“Drugs”** means any substance which, when used by a person, has the potential to produce the effects of a behavioral change which may adversely affect the person's ability to safely and efficiently perform the person's job, including, but not limited to, those substances defined as controlled substances by 21 C.F.R. Pt. 1308 and those substances for which section 7.2.1 of this policy requires the testing of employees.
- D. **“Medical Review Officer”** means a person who is a licensed physician and who is responsible for receiving and reviewing laboratory results generated by the Authority's drug testing program and evaluating medical explanations for certain drug test results.
- E. **“Safety-sensitive function”** means all time from the time a driver begins to work or is required to be in readiness to work until the time the driver is relieved from work and all responsibility for performing work as defined in 49 C.F.R. Pt. 382.
- F. **“Substance Abuse Professional”** means a person who evaluates Authority employees who have violated this policy or a United States Department of Transportation drug and alcohol regulation, makes recommendations concerning education, treatment, follow-up testing, and aftercare.

7.1.3 Cannabis Oil Medicinal Use. Section 40.1-27.4 of the Code of Virginia prohibits the Authority from discharging, disciplining, or discriminating against an employee for the employee's lawful use of cannabis oil pursuant to a valid written certification issued by a practitioner for the treatment or to eliminate symptoms of the employee's diagnosed condition or disease. The law does not (i) restrict the Authority's ability to take any adverse

action for any impairment caused by the use of cannabis oil or to prohibit possession during the work hours or (ii) require the Authority to commit any act that would cause the Authority to be in violation of federal law. This law does not affect those employees and applicants who are subject to the United States Department of Transportation regulations. It remains unacceptable for employees and applicants subject to those regulations to use alcohol or drugs, including marijuana and cannabis oil.

7.1.4 Searches. The Authority retains the right to search, without employee consent, all areas and property in which it maintains either joint control with the employee or full control, including Authority vehicles, property, and equipment. Supervisors shall not physically search employees under any circumstances. If containers or items with beverages containing alcohol or illegal drugs are found in Authority vehicles or equipment, a supervisor shall obtain the items and may contact security or police personnel to conduct further investigation or physical searches.

7.1.5 Pre-Duty Alcohol Prohibition. Employees are prohibited from using alcohol within four hours prior to reporting for duty or, if an employee is called to duty to respond to an emergency, within the time period after the employee has been notified to report to duty. If a supervisor has actual knowledge that an employee has used alcohol within four hours prior to performing duties or within the time period after the employee has been notified to report for duty, the employee will not be permitted to perform or continue to perform any duties.

7.1.6 Employee Responsibilities. All employees shall abide by the rules of conduct outlined in this policy. Failure to meet these responsibilities shall be the basis for imposing discipline. An employee shall:

- A. Not have their ability to perform job duties impaired by alcohol or any drugs, whether legal or illegal, while on duty or on call, while on Authority premises in an official capacity, while acting in any official capacity representing the Authority, or at any time while operating Authority vehicles or equipment;
- B. Not be under the influence of alcohol or illegal drugs under any of the circumstances described in paragraph (A);
- C. Not use alcohol at all while on duty or report to work under the influence of alcohol.
- D. Not use, possess, sell, distribute, or manufacture illegal drugs at any time, or assist another in such acts, regardless of whether on duty or off duty;
- E. Submit to alcohol and drug substance detection testing when requested to do so by management pursuant to this policy;
- F. Provide to the Medical Review Officer a legally valid prescription or valid written certification issued by a practitioner for the treatment or to eliminate symptoms of

- the employee's diagnosed condition or disease issued by the practitioner when the employee's test returns a positive result;
- G. Provide notification to management of any criminal drug-related conviction within 48 hours of the conviction; and
- H. Provide notification to management of any suspension, revocation, or other loss of commercial driver's license privileges within 24 hours of the event.

7.1.7 Employee Assistance Program. The Authority's Employee Assistance Program is available to all employees under this policy to provide appropriate education regarding the use of alcohol and illegal drugs. In addition, the Employee Assistance Program will coordinate training with the Authority to provide supervisors with the necessary training on performance indicators of possible drug and alcohol use for reasonable suspicion drug awareness and testing. The Employee Assistance Program is also available for employees to confidentially seek voluntarily assistance to obtain counseling, rehabilitation, and other assistance for drug and alcohol abuse problems.

7.1.8 Disciplinary Action for Violations. Violations of this policy will result in disciplinary action up to and including dismissal.

7.2 Testing Requirements.

7.2.1 Purpose. The testing required by this policy will test for the following prohibited substances which could impair an employee's ability to effectively and safely perform the employee's required duties:

- A. Alcohol;
- B. Marijuana;
- C. Cocaine;
- D. Opioids;
- E. Phencyclidine (PCP); and
- F. Amphetamines.

7.2.2 Applicability. All drivers are subject to random testing. All employees are subject to reasonable suspicion testing. All drivers and all employees operating certain Authority equipment are subject to post-accident testing. All employees are subject to return-to-duty testing after receiving a positive test.

7.2.3 Types of Testing.

7.2.3.1 Pre-Employment Testing. The Authority requires each applicant who accepts an offer of employment with the Authority to undergo alcohol and drug testing. Any applicant who (i) refuses to provide written authorization for the release of information, (ii) refuses to take any alcohol or drug test, (iii) tests positive for alcohol or drugs, or (iv) engages in conduct that obstructs the testing procedure is ineligible for employment for a period of one year after such refusal, positive test, or conduct.

7.2.3.2 Post-Accident Testing. A driver who receives a citation for a moving traffic violation arising from a United States Department of Transportation reportable accident defined in the Federal Motor Carrier Safety Regulations, 49 C.F.R. Pt. 390, as an occurrence involving a commercial motor vehicle operating on a public road which results in (i) a fatality, (ii) bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident, or (iii) one or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle, is required to be tested for alcohol and drugs. The driver is responsible for completing the drug test as soon as possible, but no later than 32 hours after the accident occurs, and the alcohol test no later than two hours after the accident occurs. The driver's supervisor shall maintain on file written documentation indicating why any such test was not conducted within the required time frame. If the driver is disabled and cannot be tested for alcohol or drugs at the time of the accident, the driver's supervisor shall document all conversations held with the law enforcement officer, the hospital staff, and the driver and obtain, to the maximum extent feasible, a medical release form signed by the driver consenting to the release of hospital records to the Authority as a means of determining if the accident was related to the driver's use of alcohol or drugs.

7.2.3.3 Random Testing. The Authority conducts random testing for all drivers pursuant to 49 C.F.R. § 382.305. The testing for alcohol and drugs is unannounced, and the selection is made by the Authority's testing contractor via computer through a non-biased means of choice. With random selection, it is possible that some drivers may never be selected while other drivers may be selected more than once. When a driver is notified that the driver has been selected for alcohol testing, drug testing, or both, the driver will not perform a safety-sensitive function until the test is administered, and the driver shall proceed to the testing site immediately. If the driver refuses to complete an alcohol or drug test, the driver will not be allowed to perform safety-sensitive functions for the Authority and will be subject to disciplinary action in accordance with this policy.

7.2.3.4 Reasonable Suspicion Testing. Each supervisor shall follow the provisions of this section when the supervisor has a reasonable suspicion that an employee is under the influence of alcohol or drugs. The supervisor's determination that reasonable suspicion exists to require the employee to undergo an alcohol or drug test must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee. In the case of drugs, the supervisor's observations may include

indications of the chronic and withdrawal effects of drugs. The supervisor shall refer to the Carilion EAP Reasonable Suspicion Form available at https://www.carilionclinic.org/sites/default/files/2017-08/Reasonable_Suspicion_Form_0.pdf for examples of observations that would support a determination that reasonable suspicion exists to require the employee to undergo an alcohol or drug test and use this form to document the supervisor's observations. Two supervisors, at least one of whom has received at least 120 minutes of Employee Assistance Program training on the specific indicators and symptoms of alcohol and drug misuse or abuse, must make the determination as to whether grounds exist for reasonable suspicion testing. If both supervisors determine that reasonable suspicion exists, both supervisors shall document the observations constituting reasonable suspicion as required by this section and transport or arrange the transportation of the employee to the Authority's testing site for the Authority's testing contractor to conduct the necessary tests. The supervisors shall not allow the employee to drive or report to the testing site alone.

7.2.3.5 Return-to-Duty Testing. If an employee receives a positive test result, the employee shall undergo alcohol or drug testing and assessment before returning to duty. If a United States Department of Transportation-certified Substance Abuse Professional determines that evaluation, rehabilitation, training, or treatment is required, the employee must complete that evaluation, rehabilitation, training, or treatment to be considered eligible to return to duty. The employee is responsible for all costs associated with the employee's completion of the evaluation, rehabilitation, training, or treatment. If the employee fails to complete successfully the evaluation, rehabilitation, training, or treatment, the employee will be placed on leave without pay to proceed with the disciplinary process. The Authority may permit the employee to return to the performance of safety-sensitive functions, only after the employee takes a return-to-duty test. This test cannot occur until after the United States Department of Transportation-certified Substance Abuse Professional has determined that the employee has complied successfully with prescribed evaluation, rehabilitation, training, or treatment. The employee must have a negative drug test result or an alcohol test with an alcohol concentration of less than 0.02, or both, before resuming performance of safety-sensitive duties.

7.3 Testing Procedures.

- 7.3.1 Recordkeeping.** The Authority will retain and destroy records of test results in accordance with the Library of Virginia's Records Retention and Disposition Schedule No. GS-03. The Authority will make every effort to keep the results of alcohol and drug tests confidential. However, test results may be used in administrative hearings, arbitration, grievances, and as otherwise required by law or court order. Also, test results will be sent to federal agencies as required by federal regulations. If the employee is referred to a treatment facility, the test results will be made available to the employee's counselor.
- 7.3.2 Alcohol Test Results.** Alcohol testing will determine whether an employee has a prohibited concentration of alcohol in a breath specimen. No employee shall report for or remain on duty while having an alcohol concentration of 0.02 or greater.

7.3.3 Legal Drugs. Each employee using legal drugs prescribed by a practitioner, as defined by section 4.1-1600 of the Code of Virginia, is responsible for (i) being aware of any effects such drugs may have on the performance of the employee's duties, (ii) reporting the use of such drugs that may affect the performance of the employee's duties to the employee's supervisor, and (iii) obtaining their supervisor's authorization to possess or use such drugs while working or on the Authority's premises. An employee may continue to work even though taking a legal drug if the employee's supervisor has determined, with appropriate medical consultations, that the employee does not pose a threat to the safety of the employee or others and that the employee's job performance will not be affected significantly by the legal drug.

7.3.4 Positive Test for Drugs. The Medical Review Officer must verify a confirmed positive test result for marijuana, cocaine, amphetamines, semi-synthetic opioids (i.e., hydrocodone, hydromorphone, oxycodone, and oxymorphone), or phencyclidine (PCP) unless the employee presents a legitimate medical explanation for the presence of the drug in the employee's system. The employee has the burden of proof that a legitimate medical explanation exists, including a valid prescription or valid written certification issued by a practitioner, as defined by section 4.1-1600 of the Code of Virginia, for the treatment or to eliminate the symptoms of the employee's diagnosed condition or disease. The employee must present information meeting this burden at the time of the verification interview. The Medical Review Officer may extend the time available to the employee for this purpose for up to five days before verifying the test result, if the Medical Review Officer determines that there is a reasonable basis to believe that the employee will be able to produce relevant evidence concerning a legitimate medical explanation within that time. If the Medical Review Officer determines that there is a legally valid prescription or valid written certification issued by a practitioner for the treatment or to eliminate the symptoms of the employee's diagnosed condition or disease or that there is otherwise a legitimate medical explanation, the Medical Review Officer must verify the test result as negative. Otherwise, the Medical Review Officer must verify the test result as positive.

7.3.5 Challenges of Test Results. For alcohol testing, the second test serves as the confirmation test to determine the alcohol concentration. Accordingly, no applicant or employee will have the ability to challenge alcohol test results. An applicant or employee may challenge a positive test for a drug by notifying the Administrative Coordinator in writing within 72 hours of the employee's receipt of the test results. The Authority's contracted laboratory will retest the applicant or employee's original sample at the applicant or employee's cost. A negative retest result will not result automatically in the applicant being eligible for employment or the employee avoiding disciplinary action, but the Authority will consider the retest in light of all of the circumstances.

CHAPTER 8 – DISCIPLINARY PROCEDURES

8. Disciplinary Procedures.

8.1 Conduct.

8.1.1 Generally.

- A. The Authority has established and encourages high professional, moral and ethical standards for its operation and employees. The Authority will not tolerate unethical, illegal actions, or actions in violation of established laws and standards. Authority employees are expected to apply themselves efficiently to the performance of their assigned job duties, to be timely as well as regular at attendance at work, to provide satisfactory work performance and to adhere to the standards established by the Authority. Failure to follow these standards will normally result in some type of corrective action by supervisors, including the possibility of immediate dismissal.
- B. The conduct standards listed in this chapter are intended to be illustrative. It is not possible to list every conceivable infraction, and therefore those listed are not exclusive. Other forms of misconduct or nonperformance will be treated consistently with these guidelines. Although the Authority attempts to offer corrective counseling whenever possible, immediate dismissal may result from situations where, in the opinion of the Authority, corrective action is not appropriate.
- C. Any action or inaction which is in violation of any Authority policy or is harmful to co-workers, the Authority, or the Authority's reputation may result in disciplinary action up to and including dismissal.

8.1.2 Prohibited Practices. Prohibited practices include, but are not limited to, the following:

1. Violation of the Authority's substance abuse policy.
2. Violation of the Authority's attendance policies.
3. Failing to perform tasks required by the job.
4. Unsatisfactory attendance.
5. Willful or negligent damaging of equipment or property.
6. Willful or negligent violation of safety rules or practices.

7. Physical violence.
8. Failing to remain at one's assigned work station.
9. Violation of work rules.
10. Gambling on Authority time or on Authority property.
11. Use of abusive, threatening or profane language toward fellow employees or the public.
12. Failure to report on-the-job accidents involving vehicles or equipment in which the driver or passengers are Authority employees.
13. Making false statements in regard to application for employment.
14. Cheating or aiding anyone to cheat on any examination for original appointment or promotion with the Authority.
15. Receiving, paying or offering to pay money or render anything of value to any person with the intent of influencing that person to alter or have altered the results of an examination or some other selection process or to alter or have altered the results of any inspection or procurement or any other governmental process.
16. Electioneering on Authority premises during working hours in such a manner as to hinder, delay, disrupt, or otherwise disturb normal work procedures in violation of section 6.10 of this handbook.
17. Commission of any act constituting a crime under federal or state law or under city or county ordinance
 - a. while on Authority property or while on Authority time, or
 - b. of such a nature as to indicate unfitness or unsuitability to continue in the particular position of employment.
18. Knowingly, intentionally, or negligently violating any provision of the Authority's Employee Safety Manual or any other policy, procedure, regulation, or rule of the Authority.
19. Refusal to report to work without justification when ordered to report by the Operations Manager or supervisor.

20. Scavenging of discarded items from the landfill or transfer station.
21. Excessive use of telephones for personal use.
22. Wearing ear phones while operating Authority vehicles or equipment.
23. Any action by an Authority employee that is in violation of any Authority policies or procedures or is detrimental to the Authority.

Engaging in any one or more of these prohibited practices may result in disciplinary action up to and including dismissal.

8.1.3 Harassment Policy.

8.1.3.1 Purpose. The Authority is dedicated to a work environment that is free of harassment, discrimination, and inappropriate conduct. The Authority does not and will not tolerate words, jokes, pictures, gestures, or comments to any employee or other person in the workplace related to an individual's protected characteristic as defined in section 8.1.3.3.

8.1.3.2 Applicability. This policy applies to all officers and employees of the Authority.

8.1.3.3 Definitions.

A. ***Harassment.*** “Harassment” may take many forms, including, but not limited to, the following:

1. Verbal harassment, including, for example, epithets, derogatory comments, or slurs on the basis of a protected characteristic; sexual remarks or well-intentioned compliments about a person’s clothing, body, or sexual activities; jokes targeting a person with a protected characteristic and jokes or comments of a sexual nature;
2. Physical harassment, including, for example, assault, unwelcome touching, impeding or blocking body movement, or any physical interference with normal work or movement when directed at an individual on the basis of a protected characteristic;
3. Visual harassment, including, for example, derogatory posters, notices, bulletins, cartoons, drawings, or other advertisements on the basis of a protected characteristic, including, but not limited to posters, magazines, videos, Internet sites, or other electronic media of a sexual nature;

4. Sexual harassment, including, for example, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature which are implicitly or explicitly a term or condition of an employee's employment, are used as a basis for employment decisions, or affect or interfere with an employee's work performance.
5. Hostile work environment, created by conduct, including the above-referenced behaviors, which has the purpose or effect of creating an intimidating, hostile, or offensive work environment.

B. **Protected Characteristic.** "Protected characteristic" means race, color, religion, ethnic or national origin, sex, pregnancy, childbirth or related medical conditions, age, marital status, sexual orientation, gender identity, disability, military status, or any other legally-protected characteristic.

8.1.3.4 Statement of Policy and Regulation. The Authority strongly disapproves of and prohibits harassment, discrimination, and inappropriate conduct. The Authority does not and will not tolerate words, jokes, pictures, gestures or comments to any employee or other person in the workplace, e.g., vendors, passengers, or members of the public, related to an individual's protected characteristic. Such conduct is a violation of the Authority's rules of conduct and may result in disciplinary action up to and including dismissal. All employees shall avoid engaging in offensive, harassing, or inappropriate behavior at work and shall be responsible for assuring that the workplace is free from such actions at all times. Examples of prohibited conduct include, but are not limited to, lewd or sexually or racially suggestive comments, off-color language or jokes, slurs and other verbal, graphic, or physical conduct relating to an individual's protected characteristic, including the use of terms such as "honey", "babe", "sugar", or any display of explicit pictures, calendars, greeting cards, articles, books, magazines, photos or cartoons. Any employee who engages in any of the conduct prohibited herein may be subject to disciplinary action up to and including dismissal. Please note that what one person considers to be appropriate behavior may be offensive to others. The Authority will not tolerate any inappropriate conduct, as determined by the Authority, whether or not it rises to the level of harassment or discrimination under applicable law.

8.1.3.5 Complaint Procedure. Any employee who has a complaint of harassment, discrimination, or inappropriate conduct at work, by anyone, including supervisors, co-workers, visitors, vendors, outside contractors, service or maintenance personnel, or employees of other businesses, should bring the matter to the attention of the employee's supervisor, an Operations Manager, the Administrative Coordinator, or the Chief Executive Officer immediately so that the matter may be investigated and dealt with properly. Employees who wish to file a complaint may do so in writing which can be submitted or dictated to their supervisor, an Operations Manager, the Administrative Coordinator, or the Chief Executive Officer, and signed by the employee. A complaint form is attached to this policy.

8.1.3.6 Nature and Scope of Investigation.

- A. The person receiving the complaint shall present the complaint promptly to the Chief Executive Officer. The Chief Executive Officer shall assign an investigator to investigate the complaint and, where warranted, recommend appropriate disciplinary action. In the event the Chief Executive Officer is the subject of the complaint, the person receiving the complaint shall present the complaint to the Authority Board Chairman for investigation and action with the advice of the Authority's General Counsel.
- B. The investigator shall handle all matters related to allegations of prohibited conduct in a thorough, expeditious, and professional manner so as to protect all employees. In determining whether alleged conduct constitutes harassment, discrimination, or inappropriate behavior, the totality of the circumstances, the nature of the conduct, and the context in which the alleged incidents occurred all will be investigated. The investigator's findings and recommendations should be reduced to writing. To the extent permitted by law, except for disclosure the Authority deems necessary, the written contents and findings of investigations will be treated as confidential.

8.1.3.7 Confidentiality.

- A. Except as necessary to carry out his or her duties and subject to applicable law and the exceptions contained in this policy, including any disciplinary or grievance procedure, the investigator shall not communicate the fact that an investigation is pending nor the contents or findings of such investigation except to the Chief Executive Officer and legal counsel for the Authority.
- B. Except as necessary to carry out his or her duties and subject to applicable law and the exceptions contained in this policy, including any disciplinary or grievance procedure, persons receiving a complaint of harassment or findings of the investigator shall not communicate the fact or information to any person other than the investigator.
- C. Persons from whom information is being sought within the course and scope of investigation should only be informed that a complaint of harassment has been brought and that the information sought of such persons is a necessary part of the investigation.
- D. The written contents and findings of investigations shall be maintained by the investigator in a place of security and limited access. Such records may be made available to the Chief Executive Officer as part of any disciplinary action, to any court or federal agency having jurisdiction over such harassment complaints after

consultation with the Authority's legal counsel, or to others as required or allowed by law.

8.1.3.8 Rights of Subjects of Complaint.

- A. Authority officers and employees against whom a complaint is made shall receive written confidential notice from the investigator within five regular business days of the investigator's receipt of a complaint.
- B. Such notice shall inform such party of the right to be heard by the investigator and the right to produce witnesses and present evidence concerning the allegations. Attorneys or representatives of parties other than the Authority shall have no right to be present during the interviews or to otherwise participate in the internal investigation of complaints of prohibited conduct.
- C. The party against whom the complaint is made shall receive written, confidential notice within five regular business days after the conclusion of the investigation. Such notice will, among other things, contain a statement of the results of the investigation and disciplinary action taken, if any.

8.1.3.9 Retaliation. The Authority will not take any adverse action against any employee who, based on a good faith belief, makes a complaint under this policy.

8.1.3.10 Disciplinary Action.

- A. The Authority considers harassment, discrimination, and inappropriate conduct to be major offenses which may result in discipline up to and including dismissal for the offender if the offender is an employee. If the offender is a third party, the Authority may cease doing business with such individual or entity.
- B. Where the results of an investigation reveal that a written complaint of harassment is frivolous or made in bad faith, the employee having made such complaint will be subject to appropriate disciplinary action up to and including dismissal.
- C. An employee who reveals information in violation of section 8.1.3.7 will be subject to disciplinary action up to and including dismissal.
- D. An employee who engages in retaliation prohibited by section 8.1.3.9 will be subject to disciplinary action up to and including dismissal.

8.1.4 Workplace Violence Policy. Workplace violence includes any action that may threaten the safety or security of an Authority employee, affect an Authority employee's physical or psychological well-being, or damage Authority property or the property of an Authority

employee. No Authority employee shall make any oral or written threat against another person or engage in any act of workplace violence. If an Authority employee observes or experiences threatening behavior or workplace violence by any person on Authority premises, the Authority employee immediately shall report the incident to the Authority employee's supervisor, an Operations Manager, or the Chief Executive Officer.

8.1.5 Retaliation Policy. The Authority intends to foster an environment that allows Authority employees to report violations or conditions they reasonably perceive to be violations of laws or Authority policies without fear of retaliation. Any Authority employee who retaliates against another Authority employee for reporting known or suspected violations of law or Authority policies has violated this retaliation policy and is subject to disciplinary action up to and including dismissal. Authority employees who experience or witness retaliation should report such retaliation to their supervisor or the Administrative Coordinator immediately.

8.2 Progressive Discipline.

8.2.1 Generally. The Authority will address most violations of the policies set forth in this handbook through progressive discipline comprised of disciplinary steps that progress in degrees of severity. The Authority reserves the right to determine what discipline will be imposed and to combine or skip disciplinary steps depending on the facts of each situation and the nature of the violation. The Authority reserves the right to dismiss probationary employees without cause.

8.2.2 Step 1 - Counseling and Oral Warning. Whenever the performance or conduct of an employee becomes unsatisfactory, the employee's supervisor shall inform the employee promptly of the unsatisfactory performance or conduct, discuss with the employee the nature of the problem or the violation of Authority policies and procedures, and describe the expectations and steps the employee must take to improve the employee's performance or conduct to resolve the problem. Within five business days after the oral counseling of an employee, the supervisor shall prepare written documentation of the counseling. The employee will be asked to sign this document to demonstrate the employee's understanding of the issues and the corrective action to be taken.

8.2.3 Step 2 - Written Warning. If the employee's unsatisfactory performance or conduct does not improve, recurs, or results from an unsatisfactory performance evaluation, the disciplinary process will advance to the second step. The employee's supervisor, and, if different, Operations Manager shall meet with the employee to review any additional incidents or information about the employee's performance or conduct as well as any prior relevant corrective action plans. The supervisor and, if different, Operations Manager will outline the consequences for the employee of the employee's continued failure to meet expectations. The employee's supervisor shall provide the employee with a written warning in the form of a corrective action plan describing the employee's immediate and sustained

corrective action within five business days of this second step meeting. The written warning will be delivered to the employee, placed in the employee's personnel file, and sent to the Administrative Coordinator and the Chief Executive Officer.

- 8.2.4 Step 3 - Final Written Warning and Penalty.** If an employee fails to successfully complete a corrective action plan, or if the employee's performance, conduct, or safety incidents are serious or harmful, the employee's supervisor shall issue a final written warning to the employee and impose a penalty described in section 8.3. The Chief Executive Officer must approve each imposition of a penalty.
- 8.2.5 Step 1 4 Dismissal.** The last and most serious step in the progressive disciplinary process is a recommendation to dismiss the employee. Generally, the Authority will proceed through the preceding four steps in the progressive disciplinary process before dismissing an employee. However, the Authority reserves the right to combine steps, skip steps, or dismiss employees without prior notice or disciplinary action depending upon the circumstances of each situation and the nature of the offense.
- 8.2.6 Conduct Not Subject to Progressive Discipline.** Behavior that is illegal, constitutes workplace violence under section 8.1.4, or violates the Authority's substance abuse policy is not subject to progressive discipline, may result in immediate dismissal, and may be reported to appropriate law enforcement officers.

8.3 Penalties.

- 8.3.1 Reprimand.** A reprimand is a notice in writing from a supervisor to an employee warning the employee about unsatisfactory work performance or misconduct. Before receiving a written reprimand, the employee will be allowed to provide an explanation for the misconduct or poor job performance. If a written reprimand is still to be issued, the supervisor must then advise the employee that a written reprimand will be issued. The employee will be requested to and should sign the written reprimand as evidence of receipt. A copy of the written reprimand is given to the employee, and a copy is placed in the employee's personnel file.
- 8.3.2 Suspension.** An employee may be suspended for such period of time as the employee's supervisor, with the approval of the Chief Executive Officer, determines to be reasonable and appropriate under the circumstances. All suspensions are disciplinary actions. During a suspension, the employee will not accrue retirement credit or Flexible Leave, the employee will not receive pay for any holidays, and the employee may continue the employee's health insurance coverage by payment of both the employee share and the Authority share of the premium.
- 8.3.3 Reduction in Pay.** The pay of an employee may be reduced within the employee's assigned pay grade by a percentage determined by the Chief Executive Officer. A copy of the

documentation of the violation or violations that are the basis for the reduction in pay is given to the employee, and a copy is placed in the employee's personnel file.

8.3.4 Demotion. A demotion may be based on performance if the employee has displayed an inability to meet essential job functions. The employee may be assigned to a position in a lower pay grade, provided the employee can perform the essential job functions and a position is available. The compensation of a demoted employee will be within the salary range established for the employee's new position. If the demoted employee's current salary is above the maximum rate established for that new position, the salary will be reduced. The demoted employee's salary may be set at any point within the established range for the employee's new pay grade. The new salary will be based upon recommendation by the supervisor and approved by the Chief Executive Officer. A copy of the documentation of the violation or violations that are the basis for the demotion is given to the employee, and a copy is placed in the employee's personnel file.

8.3.5 Dismissal. The last and most serious step in the progressive disciplinary process is a recommendation to dismiss the employee. The Chief Executive Officer must approve any decision to dismiss an employee. The employee's supervisor will notify the employee that a dismissal notice is being issued, and a copy of the dismissal notice will be given to the employee. Dismissals also may occur when the employee does not meet performance standards, conduct standards, or the conditions of employment for the employee's position.

8.4 Procedural Provisions.

8.4.1 Investigations.

- A. The Authority may conduct investigations as part of its review of personnel matters. These investigations will follow the applicable laws and the Authority's current policies and procedures. To the extent permitted by law, the Authority will treat any information and records pertaining to the investigation as confidential.
- B. During an investigation, the Chief Executive Officer may place the employee who is the subject of the investigation on paid or unpaid administrative leave as the Chief Executive Officer determines the circumstances warrant. If the employee is placed on unpaid administrative leave, the employee will not accrue retirement credit or Flexible Leave, the employee will not receive pay for any holidays, and the employee may continue the employee's health insurance coverage by payment of both the employee share and the Authority share of the premium. If the investigation absolves the employee, the employee may be reinstated without loss of pay, benefits, or leave and retirement credit.

8.4.2 Procedural Guarantees.

8.4.2.1 Employee's Right to Notice. Prior to the imposition on an employee of any penalty pursuant to section 8.3 of this handbook, the employee's supervisor shall give the employee oral or written notice of the offense. The employee shall have the right to offer an explanation or contest the decision, or both.

8.4.2.2 Employee's Right to Pursue Grievance Procedure. Non-probationary employees may use the grievance procedure for any matters relating to the application of this chapter of the handbook. Probationary employees may not use the grievance procedure except where discrimination on the basis of race, color, religion, age, sex, political affiliation, handicap or disability, veteran status, or national origin or any other status protected by applicable law is alleged.

8.4.2.3 Employee's Right to Rebuttal Statement. The employee may place a statement in the employee's personnel file to explain a situation which led to the commencement of the progressive disciplinary process. This statement does not fulfill any requirement or other part of the grievance procedure and does not constitute notification to the Authority of a grievance.



CONFIDENTIAL

ROANOKE VALLEY RESOURCE AUTHORITY

HARASSMENT, DISCRIMINATION, AND INAPPROPRIATE CONDUCT COMPLAINT FORM

Date: _____

Name: _____
(Please Print)

Please describe as clearly as you can exactly what happened to you that leads you to believe that you have been the subject of prohibited conduct. Include dates, if you can, and the names of everyone who was involved in the activity or activities or saw or heard what happened. If there was more than one incident, please describe each incident separately. You may wish to use the back of this form or another piece of paper.

Signature:

Received By: _____

Date:

NOTICE

ROANOKE VALLEY RESOURCE AUTHORITY PROHIBITS HARASSMENT, DISCRIMINATION AND INAPPROPRIATE CONDUCT IN THE WORKPLACE

The Roanoke Valley Resource Authority's support of an Equal Employment Opportunity policy includes our commitment to prohibit harassment, discrimination, and inappropriate conduct because of race, color, religion, sex, age, national origin, disability or any other legally protected status. Our employees have the right to be free from, among other things, racial or ethnic slurs, unwelcome sexual advances of any other verbal or physical contact or other conduct that substantially interferes with an employee's work performance or creates an intimidating, hostile, or offensive work environment, or conduct which violates the Authority's policy and regulation prohibiting harassing behavior.

Any employee who feels he or she has been the subject of prohibited conduct as set forth in the policy and regulation providing for a Harassment Free Workplace, should report such incidents to his or her Supervisor, the Operations Manager, or the Chief Executive Officer without fear of reprisal. A complaint may be filed with a representative of management who is not the victim's supervisor.

The Authority also prohibits sexual harassment. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: (i) submission to the conduct is made either an explicit or implicit condition of employment; (ii) submission or rejection of the conduct is used as the basis for an employment decision affecting the harassed employee; or (iii) the harassment substantially interferes with an employee's work performance or creates an intimidating, hostile, or offensive work environment.

**IF YOU OBSERVE OR ARE SUBJECT TO ANY INAPPROPRIATE CONDUCT,
INCLUDING HARASSMENT, DISCRIMINATION, OR SEXUAL HARASSMENT BY
ANYONE, REPORT IT!**

**DO NOT ASSUME THAT THE AUTHORITY KNOWS OF SEXUAL OR OTHER
HARASSING CONDUCT OR INAPPROPRIATE BEHAVIOR ALLEGEDLY
AFFECTING YOU. NOTIFY A MANAGEMENT REPRESENTATIVE SO THAT THE
AUTHORITY CAN RESPOND. THE AUTHORITY HAS THE RESPONSIBILITY OF
INVESTIGATING AND RESOLVING SUCH COMPLAINTS. THE AUTHORITY WILL
TREAT ALL COMPLAINTS AS CONFIDENTIALLY AS POSSIBLE. THE AUTHORITY
CONSIDERS HARASSMENT, DISCRIMINATION, AND INAPPROPRIATE CONDUCT
TO BE MAJOR OFFENSES WHICH CAN RESULT IN THE SUSPENSION OR
DISCHARGE OF THE OFFENDER.**

CHAPTER 9 – GRIEVANCE PROCEDURE

9. Grievance Procedure.

9.1 Policy. It is the policy of the Authority to encourage resolution of employee problems and complaints through open and free discussion of employee concerns with immediate supervisors and Authority management personnel. However, to the extent that such concerns cannot be resolved in such an informal manner, this grievance procedure attempts to afford an immediate and fair method for the resolution of disputes that may arise during the course of an employee's employment with the Authority.

9.2 Purpose. The purpose of the grievance procedure is to attempt to provide a fair, detailed process whereby eligible employees may voice complaints concerning certain issues related to their employment with the Authority. The objective is to improve employee-management relations through a prompt and fair method of resolving problems.

9.3 Definition of Grievance. A grievance shall be a complaint or dispute by an employee relating to his employment, including (i) disciplinary actions, including dismissals, disciplinary demotions, and suspensions, provided that dismissals shall be grievable whenever resulting from formal discipline or unsatisfactory job performance; (ii) the application of personnel policies, procedures, rules, and regulations, including the application of policies involving the contents of ordinances, statutes, or established personnel policies, procedures, rules, and regulations; (iii) discrimination on the basis of race, color, creed, religion, political affiliation, age, disability, national origin, sex, marital status, pregnancy, childbirth or related medical conditions, sexual orientation, gender identity, or military status; and (iv) acts of retaliation as the result of the use of or participation in the grievance procedure or because the employee has complied with any law of the United States or of the Commonwealth, has reported any violation of such law to a governmental authority, has sought any change in law before the Congress of the United States or the General Assembly, or has reported an incidence of fraud, abuse, or gross mismanagement.

9.4 Management Responsibilities; Nongrievable Complaints. The Authority shall retain the exclusive right to manage its affairs and operations. Accordingly, the following complaints are nongrievable: (i) establishment and revision of wages or salaries, position classification, or general benefits; (ii) work activity accepted by the employee as a condition of employment or work activity that may reasonably be expected to be a part of the job content; (iii) the contents of ordinances, statutes, or established personnel policies, procedures, rules, and regulations; (iv) failure to promote except where the employee can show that established promotional policies or procedures were not followed or applied fairly; (v) the methods, means, and personnel by which work activities are to be carried on; (vi) except where such action affects an employee who has been reinstated within the previous six months as the result of the final determination of a grievance, termination, layoff, demotion, or suspension from duties because of lack of work, reduction in work force, or job abolition; (vii) the hiring, promotion, transfer, assignment, and retention of

employees within the Authority; and (viii) the relief of employees from duties of the Authority in emergencies.

9.5 Coverage of Employees. Regular employees and part-time employees, as defined in section 2.5 of this handbook, are eligible to file grievances. However, the Chief Executive Officer, temporary employees as defined in section 2.5 of this handbook, and probationary employees as defined in section 2.7 of this handbook, are not eligible to file grievances.

9.6 Grievability.

- A. The Chief Executive Officer or the designee thereof shall make decisions regarding grievability and access to the grievance procedure at any time prior to the final step meeting upon the Chief Executive Officer's own initiative or at the request of a Director of Operations, the Business Manager, or the grievant within ten calendar days of the request. The Authority's General Counsel may advise upon but shall not decide the issue of grievability. A copy of the decision shall be sent to the grievant and to the appropriate manager or director, and the Authority's Administrative Coordinator.
- B. The grievant must state clearly within the written grievance facts sufficient to show that the complaint is grievable, that the person complaining is covered by this procedure, and that the grievance is timely.
- C. The deadlines and time limits specified herein shall be tolled until the issue of grievability has been finally determined or accepted.

9.7 Right to Grievance Procedure.

- A. Any employee to whom this grievance procedure is applicable who believes he or she has a grievance and who desires to utilize this grievance procedure shall, within ten calendar days after the event giving rise to the grievance, or from the date the grievant should have reasonably gained knowledge of the event giving rise to the grievance, request a meeting with the grievant's supervisor for the purpose of an informal discussion of the grievant's complaint.
- B. In the event the basis of the grievance is the result of a direct disciplinary action taken by a Director of Operations, the Business Manager, or the Chief Executive Officer, or some other person who is not the grievant's immediate supervisor, then the grievant's immediate supervisor shall, within two business days after knowledge of such fact, inform the Administrative Coordinator, who will provide the grievant with the proper form for a written grievance to be completed and returned by the grievant within ten calendar days. The Administrative Coordinator shall refer the written grievance to the appropriate management employee who took the disciplinary action.

C. Failure by the grievant to request the meeting or file the required form with the Administrative Coordinator within the time specified in this section shall be a bar to this grievance procedure.

9.8 Steps in the Procedure.

A. Except as hereafter provided in this section 9.8, the grievance procedure shall consist of the processing of a grievant's complaint by the grievant's immediate supervisor through the submission of a verbal request as the first step and the two following management steps:

1. Step 1: Submission of request to grievant's supervisor;
2. Step 2: Director of Operations or Business Manager; and
3. Step 3: Chief Executive Officer—the final step.

B. Employees under the immediate supervision of a Director of Operations or the Business Manager shall follow the first step in the grievance procedure by filing a written grievance and request for a meeting with such Director of Operations or the Business Manager. The remaining step in the grievance procedure consists of the meeting with the Chief Executive Officer.

C. In the event the basis of the grievant's complaint filed is the result of a direct disciplinary action taken by a Director of Operations or the Business Manager, who is not the grievant's immediate supervisor, then the grievant shall follow the first step in the grievance procedure by filing a written grievance and request for a meeting with such Director of Operations or the Business Manager. If the grievant first requests an informal meeting with the grievant's immediate supervisor, who did not take the disciplinary action, then the immediate supervisor and the Administrative Coordinator shall follow the procedure contained in subsection (B) of this section. The supervisor shall schedule a meeting within five business days of this referral and may request further information. The remaining step in the grievance procedure will proceed as described in subsection (A) of this section.

D. In the event the grievant's immediate supervisor is the Chief Executive Officer, if the grievant is dissatisfied with the results of the meeting with the Chief Executive Officer, the grievant may proceed to request a meeting with the Authority Board Chairman, which will be the final step in the grievance procedure. The decision of the Authority Board Chairman shall be final and binding.

9.9 Step 1 - Meeting with Immediate Supervisor.

A. Except as otherwise specified in section 9.8 of this handbook, the first step in the grievance procedure is an initial processing of a complaint by the grievant's immediate supervisor by requesting a meeting with such supervisor, informal

discussion and written reply format. At Step 1, the grievant's complaint is not required to be submitted in writing, and a formal hearing is not required.

- B. During the informal meeting the grievant and supervisor should endeavor to identify and discuss what act or acts are being challenged, the basis for the grievance, and the relief requested. The grievant must request this meeting within ten calendar days after the event giving rise to the grievance, or from the date the grievant should have reasonably gained knowledge of the event giving rise to the grievance. The grievant may ask the Administrative Coordinator for any assistance required in processing the grievance.
- C. Upon timely request by a grievant who believes that the grievant has a grievance and who desires to utilize this grievance procedure, the grievant's immediate supervisor shall hold a meeting with such grievant within five business days from receipt of such request for an informal discussion of the grievant's complaint. Within five business days from the date of such meeting, the immediate supervisor shall communicate in writing to the grievant the immediate supervisor's response to the grievant's complaint. In reviewing the grievant's complaint, the immediate supervisor may conduct whatever investigation is necessary to reach a final decision and write a response to the complaint. A copy of the immediate supervisor's written response to the grievant's complaint shall be forwarded to the Administrative Coordinator.
- D. All employees and their immediate supervisors are encouraged to calmly and fairly discuss their differences at Step 1.
- E. The only persons who may be present at the supervisor step meeting are the grievant and the supervisor.
- F. If the grievant is not satisfied with the results of the Step 1 informal meeting with the immediate supervisor, and the grievant desires to continue to process the complaint through the grievance procedure, the immediate supervisor shall refer the grievant to the Administrative Coordinator for any assistance required in processing the grievance and for the required forms, which the grievant shall complete and submit to the Administrative Coordinator and the Administrative Coordinator shall distribute.

9.10 Step 2 - Director of Operations or Business Manager.

- A. If the grievant's immediate supervisor is not a Director of Operations or the Business Manager and the grievant is not satisfied with and does not accept the Step 1 response, or if the immediate supervisor fails to respond within the required time frame, and the grievant wishes to proceed to Step 2 of this grievance procedure, the grievant shall reduce the grievance to writing on the form provided for the purpose by the Administrative Coordinator, and the grievant shall file the required form with the Administrative Coordinator within five business days after

receipt of the immediate supervisor's response or the deadline for the immediate supervisor's response, whichever occurs first.

- B. If pursuant to section 9.8(B) of this handbook the first step for such grievant is Step 2, then the grievant shall reduce the grievant's grievance to writing on the form provided for that purpose by the Administrative Coordinator, and the grievant shall file the required form with the Administrative Coordinator within ten calendar days after the event giving rise to the grievance.
- C. On the form for the written grievance provided by the Administrative Coordinator, the grievant shall indicate the date on which the grievant requested the informal meeting with the immediate supervisor in the space provided for such purpose. The grievant shall also specify on the form the specific relief expected to be obtained through use of the Grievance Procedure. The grievant shall specify facts sufficient to show that the complaint is grievable, that the person complaining is covered by the procedure, and that the grievance is timely.
- D. The Administrative Coordinator shall forward a copy of the grievance to the Director of Operations or Business Manager.
- E. The Director of Operations or Business Manager shall meet with the grievant within five business days of receipt of the notice and render a written decision to the grievant within five business days following such meeting.
- F. The only persons who may be present at the Director of Operations or Business Manager step meeting are the grievant, the Director of Operations or Business Manager, a representative from management, and appropriate witnesses for each side. Witnesses shall be present only while actually providing testimony.
- G. The Director of Operations or the Business Manager shall forward a copy of the decision resulting from the meeting to the Administrative Coordinator.

9.11 Step 3 - Chief Executive Officer.

- A. If the grievant is not satisfied with the decision of the Director of Operations or the Business Manager, or if the Director of Operations or the Business Manager fails to respond within the required time frame, and the grievant wishes to proceed to Step 3 of this Procedure, then within five business days following receipt of the decision of the Director of Operations or the Business Manager, the grievant shall file a written request with the Administrative Coordinator on a form provided by the Administrative Coordinator.
- B. If pursuant to section 9.8(D) of this handbook, the first step for the grievant is with the Chief Executive Officer, then such grievance shall be reduced to writing on the form provided for the purpose by the Administrative Coordinator, and the grievant

shall file the required form with the Administrative Coordinator within ten calendar days after the event giving rise to the grievance.

- C. The Administrative Coordinator shall forward a copy of the request to the Chief Executive Officer.
- D. The Chief Executive Officer shall meet with the grievant within five business days after receipt of the request and render a written decision within five business days following the meeting with the grievant.
- E. The only persons who may be present at the Chief Executive Officer step are the grievant, the Chief Executive Officer, a representative of management, appropriate witnesses for each side (who shall be present only while providing testimony), and, if the meeting with the Chief Executive Officer is the final step, then at the option of the grievant, a representative of grievant's choice. If legal counsel represents the grievant, the Authority likewise shall have the option of being represented by counsel. Each party shall be responsible for its own attorney's fee and costs. If the grievant states on the required form that the grievant is not represented by counsel and thereafter appears with counsel at the final step meeting, then the Authority shall have the right to delay the meeting until such time as counsel for Authority is available to be present for the meeting. The grievant and the Authority may exchange documents, exhibits, and lists of witnesses in advance of the meeting.
- F. The Chief Executive Officer shall forward a copy of the decision to the Administrative Coordinator.
- G. Except as specified in section 9.12 of this handbook, the decision of the Chief Executive Officer shall be final and binding.
- H. Any question of whether relief granted is consistent with written policies and procedures shall be determined by the Chief Executive Officer or the designee thereof unless the Chief Executive Officer has a direct personal involvement with the event or events giving rise to the grievance, in which case the decision shall be made by the Authority Board Chairman pursuant to section 9.12 of this handbook.

9.12 Alternative Final Step - Authority Board Chairman.

- A. If pursuant to section 9.8(D) of this handbook the first step for the grievant is with the Chief Executive Officer, and if the grievant is not satisfied with the decision of the Chief Executive Officer, then within five business days following receipt of the decision of the Chief Executive Officer, the grievant shall file a written request with the Administrative Coordinator on the form provided for a meeting with the Authority Board Chairman.
- B. The Administrative Coordinator shall forward a copy of the request to the Authority Board Chairman.

- C. The Authority Board Chairman shall meet with the grievant within ten business days following receipt of such request and render a written decision within ten business days following the meeting with grievant.
- D. The only persons who may be present at the Authority Board Chairman final step meeting are the grievant, the Authority Board Chairman, a representative of management, appropriate witnesses for each side (who shall be present only while providing testimony), and, at the option of the grievant, a representative of grievant's choice. If the grievant is represented by legal counsel, the Authority shall likewise have the option of being represented by counsel. Each party shall be responsible for its own attorney's fees and costs. If grievant shall state on the required form that the grievant is not represented by counsel and thereafter appears with counsel at the final step meeting, then the Authority shall have the right to delay the meeting until such time as counsel for Authority is available to be present for the meeting. The grievant and the Authority may exchange documents, exhibits, and lists of witnesses in advance of the meeting.
- E. The Authority Board Chairman shall be forward a copy of the decision to the Administrative Coordinator.
- F. The decision of the Authority Board Chairman shall be final and binding.

9.13 Time Limits.

- A. Any time limit in the grievance procedure may be waived by mutual agreement at the step in question.
- B. If, at any step in the process a decision is not rendered within the required time limit, the grievant may proceed to the next step unless the time limit has been waived by mutual agreement of the Authority and the grievant. If at any step in the process, the grievant fails to file a timely written request for a meeting at the next step in the procedure, such failure shall constitute a bar to the grievant's proceeding to the next step, and the grievance process shall terminate.
- C. Section 1-210 of the Code of Virginia shall govern all the computation of all time periods under this grievance procedure.
- D. Computation of time, whether in calendar days or business days, shall be without regard to the grievant's personal work schedule or the grievant's use of paid leave or leave without pay.
- E. The term "business day" as used in this chapter 9 means Monday through Friday, not including Authority holidays or any other day on which the Authority's administrative offices are closed.

F. Deadlines may be tolled during the time that the person responsible for conducting the hearing or meeting for the appropriate step of the grievance procedure is on paid leave or on travel for the Authority. In such cases, the Authority will inform the grievant of the number of days that the deadline will be tolled.

9.14 Compliance.

A. After the initial filing of a written grievance, failure of either party to comply with all substantial procedural requirements of the grievance procedure without just cause shall result in a decision in favor of the other party on any grievable issue, provided the party not in compliance fails to correct the noncompliance within five business days of receipt of written notification by the other party of the compliance violation. Such written notification by the grievant shall be made to the chief administrative officer or the designee thereof.

B. The chief administrative officer, or his designee, at his option, may require a clear written explanation of the basis for just cause extensions or exceptions. The chief administrative officer or the designee thereof shall determine compliance issues.

9.15 Recordings and Transcripts. The use of recording devices or a court reporter is not permitted at any step in the grievance procedure.

9.16 Judicial Review. Appeals of compliance determinations, appeals of decisions regarding grievability and access to the grievance procedure, and petitions for orders requiring implementation of the final hearing decision may be made to the Circuit Court of the City of Roanoke, Virginia only to the extent expressly authorized by, and only upon compliance with all deadlines and other requirements for such set forth in, section 15.2-1507 of the Code of Virginia.

ROANOKE VALLEY RESOURCE AUTHORITY

EMPLOYEE HANDBOOK

ACKNOWLEDGEMENT FORM

I acknowledge that I have received, reviewed, and understand the policies outlined in the Roanoke Valley Resource Authority Employee Handbook. I agree to observe and follow all policies, procedures, regulations, and rules of the Authority, including those as described in the handbook. I understand that (i) the Authority has the right to change the handbook without notice, (ii) future changes in policies, procedures, regulations, and rules will supersede or eliminate those found in this handbook, and (iii) the Authority will notify employees of such changes through normal communication channels. I understand that it is my responsibility to be familiar with the contents of this handbook, as well as all other policies, procedures, regulations, and rules of the Authority, and to ask questions on any matters I do not understand.

Furthermore, I understand that I am an “at will” employee and that neither this handbook nor any other policy, procedure, regulation, or rule at the Authority can create a contract for employment for any specific duration.

Employee Signature

Date

Employee Name (please print)

BUSINESS ITEM# II.H

RESOLUTION OF THE ROANOKE VALLEY RESOURCE AUTHORITY

Adopted this 25th day of June 2025

RA#2025-_____

A **RESOLUTION** authorizing the payment of one-time bonuses to each of the Authority's employees, upon terms and conditions as follows.

BE IT RESOLVED by the Roanoke Valley Resource Authority that the payments of one-time bonuses in the amount of 1.5% of current salary for all full-time staff and \$250 each for all permanent part-time staff shall be provided in the **July 18, 2025** payroll, as hereby authorized.

AYES:

NAYS:

ABSENT:

ATTEST: _____

Lorie C. Bess
RVRA Board Secretary

**ROANOKE VALLEY RESOURCE AUTHORITY
TINKER CREEK TRANSFER STATION
1020 HOLLINS ROAD, N.E.
ROANOKE, VIRGINIA 24012**

MINUTES OF MAY 28, 2025

The Roanoke Valley Resource Authority Board met on May 28, 2025 at the Tinker Creek Transfer Station, 1020 Hollins Road NE, Roanoke, Virginia.

OPENING CEREMONIES

Call to Order: Vice-Chair Powell called the meeting to order at 12:05 p.m., followed by roll call for attendance.

Members Present: Steve Bandy, Roanoke County
Doug Blount, Roanoke County
Laurie Gearheart, Roanoke County
Pete Peters, Town of Vinton
Jeffrey Powell, City of Roanoke (Vice-Chair)
Todd Simmons, Roanoke County

Members Absent: Rob Light, City of Salem
Mike McEvoy, City of Roanoke
Rebecca Owens, Roanoke County (Chair)

Staff Present: John Fitzgerald, Attorney
Jon Lanford, Chief Executive Officer
Brad Brewer, Finance Manager
Jeremy Garrett, Director of Operations – Technology Services
Jeff Harbin, Director of Operations - Field Services
Lorie Bess, Board Secretary

REQUESTS TO POSTPONE, ADD TO, OR CHANGE THE ORDER OF AGENDA ITEMS

None

BUSINESS – ACTION ITEMS

A. Consider Resolution declaring certain equipment as surplus and authorizing the sale of the equipment and depositing said funds into the Equipment Reserve Account. This agenda item was specific to Titan Trailers.

The Roanoke Valley Resource Authority had identified the following equipment as being surplus and no longer necessary to the Authority's operation, or the equipment was no longer operational:

<u>Location</u>	<u>Quantity</u>	<u>Description</u>	<u>Model</u>	<u>S/N</u>
RVRA sites	15 trailers	100 Series	48 V-groove	117 -131
	20 trailers	400 Series	48 V-groove	424 - 443
	14 trailers	700 Series	48 V-groove	781 – 795

Note: #793 was destroyed by train and replaced with #68, retaining for mulch.

In compliance with the Virginia Public Procurement Act, it was appropriate for the Authority to formally declare this equipment to be surplus and no longer necessary to the Authority's operation and to authorize the Chief Executive Officer to sell such equipment by sealed bidding or through public auction and/or other methods consistent with the Authority's policies. The equipment was to be sold "AS IS" and "WHERE IS" with absolutely no warranty of any kind. Staff will provide the Board with updated reports as equipment is sold by an information item. Staff recommended that any proceeds from the auctioning of the equipment listed above be transferred into the Equipment Reserve Account to allow staff to use towards the purchase of equipment identified and authorized in the FY26 Annual Budget. Staff recommend that the Board adopt the attached resolution:

RESOLUTION
Adopted this 28th day of May 2025
RA #2025-17

**RESOLUTION DECLARING CERTAIN AUTHORITY EQUIPMENT AS SURPLUS AND
AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO SELL SUCH EQUIPMENT BY
COMPETITIVE SEALED BIDDING, UPON CERTAIN TERMS AND CONDITIONS**

BE IT RESOLVED by the Roanoke Valley Resource Authority that the Authority hereby declares the following equipment to be surplus and no longer necessary to the Authority's operation:

1. (15) Series 100, Titan Walking Floor Trailers
2. (20) Series 300, Titan Walking Floor Trailers
3. (14) Series 700, Titan Walking Floor Trailers; and

BE IT FURTHER RESOLVED that the Chief Executive Officer is authorized to publicly sell such equipment by competitive sealed bidding, the equipment to be sold "AS IS" and "WHERE IS" with absolutely no warranty of any kind, the sale documentation to include such other terms and conditions as deemed to be in the Authority's interest by the Chief Executive Office and General Counsel, all as more particularly set forth in the report of the Chief Executive Officer to this Authority dated May 28, 2025; and

BE IT FINALLY RESOLVED that the Board Treasurer, or their designee, is authorized to transfer or deposit any funds received from the sale of surplus equipment onto the Equipment Reserve Account (C847-9210).

MOTION: That the Board adopt the resolution, as presented.

MOTION: Mr. Peters

SECOND: Mr. Blount

AYES: Unanimous

ABSENT: Mr. Light, Mr. McEvoy, Ms. Owens

RESOLUTION: RA2025-17

B. Consider Resolution declaring certain equipment as surplus and authorizing the sale of the equipment and depositing said funds into the Equipment Reserve Account. This item was for various miscellaneous equipment. The Roanoke Valley Resource Authority

identified the following equipment as being surplus and the equipment was no longer necessary to the Authority's operation, or the equipment was no longer operational:

Surplus Equipment:

Location	Quantity	Description	Model	S/N
TCTS	1	Bobcat Skid steer	S220	530712472
	1	Bobcat Skid steer	843	5026M15613
	1	Ottawa Yard Dog	Unknown	68767
STS	1	GMC Dump Truck Single Axle	C7500	1GDP7C1B99F4D9664
	1	Bad Boy Ride Behind Mower	726cc Pro Series	BBS5426KA03141004
	1	Ford F-350 Single Cab with Tool Body	F-350	1FTRF3BT3BEB90347
SGLF	1	Bush Hog	SQ-840-1	NONE
	1	Bush Hog	MD	NONE
	1	Miller Gasoline Welder	Miller Welder	Unknown
	1	Cat Trash Compactor	826H	Unknown
	1	Komatsu D9 Dozer	D-155	80272
	1	Gravely Zero Turn Mower	Zero Turn	5179
	1	Lid Lift Crane	5-ton Crane	Unknown

In compliance with the Virginia Public Procurement Act, it was appropriate for the Authority to formally declare this equipment to be surplus and no longer necessary to the Authority's operation and to authorize the Chief Executive Officer to sell such equipment by sealed bidding or through public auction and/or other methods consistent with the Authority's policies. The equipment was to be sold "AS IS" and "WHERE IS" with absolutely no warranty of any kind. Staff will provide the Board update reports as equipment is sold by an information item. Staff recommended that any proceeds from the auctioning of the equipment listed above be transferred into the Equipment Reserve Account to allow staff to use towards the purchase of equipment identified and authorized in the FY 2025-2026 Annual Budget. Staff recommended that the Board adopt the attached resolution:

RESOLUTION
Adopted this 28th day of May 2025
RA #2025 – 18

A RESOLUTION declaring certain Authority equipment as surplus and authorizing the Chief Executive Officer to sell such equipment by competitive sealed bidding, upon certain terms and conditions.

BE IT RESOLVED by the Roanoke Valley Resource Authority that the Authority hereby declares the following equipment to be surplus and no longer necessary to the Authority's operation: 1. GMC C7500 Dump Truck Single Axle – Salem Transfer Station; 2. Bad Boy 726cc Pro Series Ride Behind Mower – Salem Transfer Station; 3. Ford F-350 Single Cab with Tool

Body – Salem Transfer Station; 4. Bush Hog SQ-840-1 – Smith Gap Landfill; 5. Bush Hog MD – Smith Gap Landfill; 6. Miller Gasoline Welder – Smith Gap Landfill; 7. Cat 826H Trash Compactor – Smith Gap Landfill; 8. Komatsu D-155 D9 Dozer – Smith Gap Landfill; 9. Gravely Zero Turn Mower – Smith Gap Landfill; 10. Lid Lift 5ton Crane – Smith Gap Landfill; 11. Bobcat S220 Skidsteer – Tinker Creek Transfer Station; 12. Bobcat 843 Skidsteer – Tinker Creek Transfer Station; 13. Ottawa Yarddog – Tinker Creek Transfer Station.

BE IT FURTHER RESOLVED that the Chief Executive Officer is authorized to publicly sell such equipment by competitive sealed bidding, the equipment to be sold “AS IS” and “WHERE IS” with absolutely no warranty of any kind, the sale documentation to include such other terms and conditions as deemed to be in the Authority’s interest by the Chief Executive Officer and General Counsel, all as more particularly set forth in the report of the Chief Executive Officer to this Authority dated May 28, 2025.

BE IT FINALLY RESOLVED that the Board Treasurer, or their designee, is authorized to transfer or deposit any funds received from the sale of surplus equipment into the Equipment Reserve Account (C847-9210).

MOTION: That the Board adopt the resolution, as presented.

MOTION: Mr. Bandy

SECOND: Mr. Blount

AYES: Unanimous

ABSENT: Mr. Light, Mr. McEvoy, Ms. Owens

RESOLUTION: RA2025-18

C. Consider Contract Extension #2 to the Ground and Surface Monitoring Contract and various engineering services with TRC Engineers, Inc.

On June 28, 2023, the RVRA Board authorized a contract with TRC Engineers, Inc. to provide ground and surface water management and various engineering services at Tinker Creek Transfer Station, Smith Gap Landfill, and Rutrough Road Landfill. The contract included provisions for annual extensions with pricing adjustments.

This item proposed the second annual extension for Fiscal Year 2025-26 (FY25-26), covering groundwater, residential, and underdrain monitoring; assessment and corrective action monitoring; stormwater monitoring; Stormwater Pollution Prevention Plan (SWPPP) updates; PCB Pollutant Minimization Plan implementation; and new PFAS monitoring. The proposed FY25-26 budget is \$280,500, a \$72,000 (34.5%) increase from FY24-25's \$208,500. The breakdown of cost is as follows:

Task Description	FY 23-24 Costs	FY 24-25 Costs
Groundwater Residential, and Underdrain Monitoring	\$58,500	\$62,000
Assessment and Corrective Action Monitoring	\$92,000	\$129,000
Stormwater Monitoring	\$26,500	\$28,500
Stormwater Pollution Prevention Plan Updates	\$7,000	\$7,000
PCB Pollutant Minimization	\$24,500	\$25,000
PFAS Monitoring (New Legislation)	\$0	\$29,000

Total	\$208,500	\$280,500
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The cost increase is primarily driven by: (1) new mandatory PFAS monitoring (\$29,000) at Smith Gap Landfill and Salem Transfer Station, required by DEQ legislation; and (2) a \$37,000 increase in assessment and corrective action monitoring, due to the triennial Corrective Action Status Evaluation (CASE) Report for Rutrough Road Landfill, due August 2025. Additional increases include stormwater monitoring (\$2,000), groundwater monitoring (\$3,500), and PCB monitoring (\$500), reflecting inflation, labor rate escalations, and minor scope expansions. SWPPP update costs remain unchanged.

The FY25-26 budget for the TRC contract extension is \$280,500, a \$72,000 increase from FY24-25. Funding is available in the FY25-26 Annual Budget. The extension ensures compliance with Virginia Solid Waste Management Regulations, VPDES permits, and DEQ requirements for environmental monitoring and reporting.

Staff recommended that the Board approve the contract amendment as follows:

- 1) Authorize the Chief Executive Officer to execute the second annual extension of the contract with TRC Engineers, Inc. for ground and surface water management and various engineering services for FY25-26, as described above; and
- 2) Approve the FY25-26 budget of \$280,500 for these services; and
- 3) Authorize the Chief Executive Officer to execute all necessary documentation for the contract extension, including terms deemed in RVRA's interest by the Chief Executive Officer and General Counsel.

MOTION: That the Board authorize Contract Extension #2 to the Ground and Surface Monitoring Contract and various engineering services with TRC Engineers, Inc., as presented.

MOTION: Ms. Gearheart

SECOND: Mr. Bandy

AYES: Unanimous

ABSENT: Mr. Light, Mr. McEvoy, Ms. Owens

RESOLUTION: RA2025-19

D. Consider Resolution authorizing the award and execution of contracts for the supply of fuel and lubricants and authorizing negotiation of a propane service agreement pursuant to IFB# 92033.

In support of ongoing fleet and equipment operations, RVRA staff issued IFB #92033 seeking responsive bids for the supply and delivery of fuel, propane, and lubricants across the Authority's three primary operating facilities: Tinker Creek Transfer Station, Salem Transfer Station, and the Smith Gap Regional Landfill. Bids were publicly advertised through eVA and the RVRA Bid Portal, and responses were received from the following four vendors:

- Webb's Oil Company
- Carter Machinery
- PMI Lubricants
- Safety-Kleen Systems

Upon detailed review and tabulation, the following observations and rankings were made per service category:

- Fuel: Only Webb's Oil Company submitted a complete and responsive bid, including pricing for gasoline and diesel fuels, DEF, additives, telemetry support, and no-cost tank leasing with a defined annual volume threshold. Webb's Oil Company was recommended for award of the fuel contract.
- Lubricants: Carter Machinery submitted the most complete and responsive proposal, including full pricing, OEM-compliant product specifications, and bulk equipment support. They were recommended for the lubricants award. PMI and Safety-Kleen submitted partial lubricant bids but lacked critical specifications or completeness.
- Propane: No vendor submitted a responsive bid for propane. Staff recommended no award at this time for propane service.

A detailed evaluation matrix was prepared to rank each vendor's responsiveness and compliance across the three categories. Separate awards are proposed for fuel and lubricants to the most qualified vendors in each area, avoiding duplicate awards per service in line with RVRA procurement practice.

Fuel and lubricants are recurring operational expenses budgeted annually. Webb's Oil's Company fuel pricing aligns with projected FY25 volumes and market conditions and is anticipated to result in operational efficiencies and reduced equipment downtime. Carter Machinery's lubricant pricing is consistent with prior procurement and includes added value through tank leasing and product standardization. No propane costs were anticipated under this action. Staff recommended the Board adopt the following resolution authorizing the Chief Executive Officer to execute separate term contracts with:

- Webb's Oil Company for the supply of fuel and related services, and
- Carter Machinery for the supply of lubricants and related support equipment,

each in accordance with their bids submitted under IFB 92033 and subject to final terms approved by General Counsel.

With regard to propane services, staff recommended that the Board authorize the Chief Executive Officer to negotiate directly with the Authority's current propane provider to establish an agreement for the upcoming contract term. This recommendation was based on the fact that no responsive bids were received for the propane portion of IFB 92033, and such direct negotiation is permissible under applicable procurement policy when a competitive solicitation yields no offers. Any resulting agreement for propane services shall be executed under terms determined to be in the best interest of the Authority and in a form approved by General Counsel.

RESOLUTION
Adopted this 28th day of May 2025
RA#2025-20

**A RESOLUTION AUTHORIZING THE AWARD AND EXECUTION OF CONTRACTS FOR
THE SUPPLY OF FUEL AND LUBRICANTS AND AUTHORIZING NEGOTIATION OF A
PROPANE SERVICE AGREEMENT PURSUANT TO IFB# 92033**

WHEREAS, the Roanoke Valley Resource Authority (the “Authority”) issued **Invitation for Bids (IFB) 92033** soliciting competitive sealed bids for the provision of fuel, propane, and lubricants to support its operational facilities; and

WHEREAS, said solicitation was publicly advertised and distributed in accordance with the Authority’s procurement procedures and the Virginia Public Procurement Act; and

WHEREAS, bids were received and evaluated, and it was determined that **Webb’s Oil Company** submitted the only responsive bid for fuel services and **Carter Machinery** submitted the most responsive and complete bid for lubricants; and

WHEREAS, no responsive bids were received for propane services.

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Roanoke Valley Resource Authority as follows:

1. **Fuel Services Award:** The Chief Executive Officer is hereby authorized to award and execute a term contract with **Webb’s Oil Company** for the supply and delivery of fuel and related products and services in accordance with the bid submitted under IFB 92033 and subject to terms approved by General Counsel.
2. **Lubricants Services Award:** The Chief Executive Officer is hereby authorized to award and execute a term contract with **Carter Machinery** for the supply of lubricants and related equipment in accordance with the bid submitted under IFB 92033 and subject to terms approved by General Counsel.
3. **Propane Services Authorization:** In light of the absence of responsive bids for propane services, the Chief Executive Officer is hereby authorized to negotiate and execute a service agreement for propane supply with the Authority’s existing provider or another qualified vendor, provided that such agreement is determined to be in the best interest of the Authority and approved as to form by General Counsel.
4. **General Authority:** The Chief Executive Officer is further authorized to execute any and all documents and take such other actions as may be necessary or desirable to carry out the intent of this Resolution.

MOTION: That the Board approve the resolution authorizing the award and execution of contracts for the supply of fuel and lubricants and authorizing negotiation of a propane service agreement pursuant to IFB# 92033, as presented.

MOTION: Mr. Bandy

SECOND: Mr. Peters

AYES: Unanimous

ABSENT: Mr. Light, Mr. McEvoy, Ms. Owens

RESOLUTION: RA2025-20

BUSINESS – INFORMATION ITEM

None

CONSENT AGENDA

- A. Minutes of March 26, 2025 Meeting
- B. Cancelled April 23, 2025 Meeting
- C. MXI – Contract amendment for Household Hazardous Waste
- D. New River Recycling - Contract Amendment #2 for Scrap Metal and Chlorofluorocarbon (cvc’s) Removal for the Tinker Creek Transfer Station, Salem Transfer Station and Smith Gap Landfill.

- E. RC Lawncare - Contract Amendment #1 – Mowing and Tree Removal Services at Rutrough Road Landfill
- F. Smith + Gardner - Contract Extension #4 to Smith Gap and Rutrough Road Landfill Gas Management and Utilization Project Contract
- G. Thompson Trucking - Contract Extension to Waste Hauling and Trailer Maintenance (Amendment #3)
- H. Timberland Mulch, Inc. - Contract Amendment #2 – Mulch Service

MOTION: That the Board approve all the consent agenda items, as presented.

MOTION: Mr. Blount

SECOND: Mr. Bandy

AYES: Unanimous

ABSENT: Mr. Light, Mr. McEvoy, Ms. Owens

RESOLUTION: RA2025-21

REPORTS

FINANCIAL REPORTS

Mr. Brewer reviewed the following financial reports for month ending April 30, 2025

- 1. Statement of Cash Balances
- 2. Statement of Operations
- 3. Reconciliation of Net Income to Cash Provided by Operations (Cash Basis)
- 4. Summary of Reserve Funds
- 5. Summary of Cash Reserve Funds Transferred from Roanoke Valley Regional Solid Waste Management Board
- 6. Cumulative Statement of Operations
- 7. VRA2021A Bond Issuance

WASTE TONNAGE REPORT

Mr. Lanford reviewed the Waste Tonnage report. The following monthly reports were also provided to the Board as information:

- FY24-25 Monthly Trailer Report
- Residential Waste Report
- Woodwaste Report
- Recycling Report
- Household Hazardous Waste Report

PROJECT STATUS REPORT

None.

PUBLIC QUESTIONS AND COMMENTS

Mr. Lanford reported that he had spoken with Dean Smith, who lives at Williby and Hull Road, which is a 4-way stop. Mr. Smith expressed concerned about heavy truck traffic and the neighbors not liking that there are trucks stopping there. Mr. Smith requested that we make modifications, including reducing the speed limit from 25mph to 15mph and putting out yield signs. Mr. Lanford discussed the concerns with Thompson Trucking and with all the neighbors. To improve the situation, new road signage will go up Friday this week. Also, we had a piece of pipe placed to move water away from the road when there is heavy rainfall. The water diversion meets all standard requirements, Mr. Lanford noted.

CHIEF EXECUTIVE OFFICER REPORT

Mr. Lanford reported he met with Dennis Bagly at SPSA, who informed him that they are doing away with curbside recycling programs in each of their localities because they are running out of airspace. He explained they will use AI Technology to sort through materials as they are processed on the floor, and as the computer recognizes the items, whether they be plastic, aluminum, or food, it will separate them. He noted the technology gets more accurate with time and item recognition. Mr. Bagly reported to Mr. Lanford that curbside recycling program costs are more than using the AI program. Mr. Lanford stated if anyone was interested in a visit, we would get that scheduled.

BOARD MEMBER COMMENTS

Vice-Chair Powell thanked Mr. Lanford and Mr. Harbin for participating in the recent apprenticeship program and discussed how important the program is.

CLOSED SESSION

MOTION: That the Board go into Closed Session pursuant to the Code of Virginia, 1950, as amended, to discuss the following:

- Section 2.2-3711(A)(3) - Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body.

MOTION: Mr. Blount

SECOND: Mr. Bandy

AYES: Unanimous

ABSENT: Mr. Light, Mr. McEvoy, Ms. Owens

TIME: 12:35 p.m.

RESOLUTION: RA2025-22

CLOSED MEETING CERTIFICATION

MOTION: That the Board return to Regular Session from Closed Session and adopted the following resolution by roll-call vote:

BE IT RESOLVED, that to the best of the Board members' knowledge only public business matters lawfully exempt from open meeting requirements and only such matters as were identified in the motion to go into Closed Session were heard, discussed or considered during the Closed Session.

MOTION: Mr. Bandy

SECOND: Mr. Peters

AYES: Unanimous

ABSENT: Mr. Light, Mr. McEvoy, Ms. Owens

TIME: 12:42 p.m.

RESOLUTION: RA2025-23

BOARD AUTHORIZATION FOR CHIEF EXECUTIVE OFFICER TO EXECUTE AGREEMENT

Upon returning to Open Session, the Board desired to formally authorize the Chief Executive Officer to execute the Option Agreement as discussed in Closed Session.

MOTION: That the Board authorize the Chief Executive Officer to execute the option agreement, as discussed in Closed Session.

MOTION: Mr. Bandy

SECOND: Mr. Blount

AYES: Unanimous

ABSENT: Mr. Light, Mr. McEvoy, Ms. Owens

RESOLUTION: RA2025-24

ADJOURNMENT

Hearing no other questions or comments, Vice-Chair Powell adjourned the meeting at 12:49 p.m.

Respectfully submitted,

Lorie C. Bess
RVRA Board Secretary

Roanoke Valley Resource Authority
Statement of Cash Balances
As of May 31, 2025

Cash held by Roanoke County

Operating Fund	\$ 4,373,472
Contingency	1,483,939
Closure Fund - Smith Gap Landfill	1,068,870
Renewal and Replacement Fund	1,673,369
Additional Reserves Fund	3,144,678 **
Closure Fund - Rutrough Road Landfill	<u>5,846</u>
Total	<u><u>\$ 11,750,174</u></u>

Cash held in Escrow

VRA 2021A Bond Issuance - principal	\$ 31,665
VRA 2021A Bond Issuance - interest	<u>84,400</u>
Total	<u><u>\$ 116,065</u></u>

** \$78,705 of this amount is held by the County for assurance on construction projects

Roanoke Valley Resource Authority
Statement of Operations
As of May 31, 2025
(Cash Basis)

	ANNUAL BUDGET	ACTUAL TO DATE	PERCENTAGE
Operating Revenues			
Tipping Fees	\$ 16,469,590	\$ 16,462,140	100%
Sale of Recyclable Material	50,000	45,108	90%
Sale of Mulch	50,000	43,460	87%
Miscellaneous Revenue	30,000	34,753	116%
Beginning balance	57,030	-	0%
Total Operating Revenue	<u>16,656,620</u>	<u>16,585,461</u>	<u>100%</u>
Operating Expenses			
<i>Administration</i>			
Personnel	1,020,840	955,357	94%
Operating	966,071	835,715	87%
Unappropriated Balance	11,783	-	0%
Sub total	<u>1,998,694</u>	<u>1,791,072</u>	<u>90%</u>
<i>Transfer Station</i>			
Personnel	1,053,832	958,928	91%
Operating	3,352,487	2,920,312	87%
Unappropriated Balance	41,906	-	0%
Sub total	<u>4,448,225</u>	<u>3,879,240</u>	<u>87%</u>
<i>Smith Gap</i>			
Personnel	1,073,654	922,453	86%
Operating	2,780,359	3,113,523	112%
Unappropriated Balance	34,334	-	0%
Sub total	<u>3,888,347</u>	<u>4,035,976</u>	<u>104%</u>
<i>Salem Transfer Station</i>			
Personnel	690,417	629,197	91%
Operating	2,184,862	2,063,908	94%
Unappropriated Balance	27,311	-	0%
Sub total	<u>2,902,590</u>	<u>2,693,105</u>	<u>93%</u>
Total Operating Expenses	<u>13,237,856</u>	<u>12,399,393</u>	<u>94%</u>
Income from Operations	<u>3,418,764</u>	<u>4,186,068</u>	<u>122%</u>
Non Operating Revenues (Expenses)			
Investment Income	150,000	377,387	252%
Interest Expense	(705,120)	(705,120)	100%
Non operating Expenses (net)	<u>(555,120)</u>	<u>(327,733)</u>	<u>59%</u>
Income (loss) before Operating Transfers	<u>2,863,644</u>	<u>3,858,335</u>	<u>135%</u>
Operating Transfers In (Out)			
Transfer to Future Site Development	<u>(1,667,650)</u>	<u>-</u>	<u>0%</u>
Net Income Before Transfer of FY24 Net Surplus	<u>1,195,994</u>	<u>3,858,335</u>	
Transfer of FY24 Net Surplus to:			
Equipment Reserve	-	(100,000)	
Future Site Development	<u>-</u>	<u>(1,943,851)</u>	
Net Income	<u>\$ 1,195,994</u>	<u>\$ 1,814,484</u>	

Roanoke Valley Resource Authority
Reconciliation of Net Income to Cash Provided by Operations
As of May 31, 2025
(Cash Basis)

	<u>ANNUAL BUDGET</u>	<u>ACTUAL TO DATE</u>
Net Income	\$ 1,195,994	\$ 1,814,484
Adjustments to Net Income		
Principal payment on Loans	(1,195,994)	(1,195,994)
Increase (Decrease) in cash provided by operations	<u><u>\$ -</u></u>	<u><u>\$ 618,490</u></u>

Roanoke Valley Resource Authority
Summary of Reserve Funds
As of May 31, 2025

	Beginning Balance	Deposits	Expenditures	Ending Balance	Encumbrances	Remaining Balance
Closure Fund	\$ 1,070,870	\$ -	\$ 2,000	\$ 1,068,870	\$ -	\$ 1,068,870
Contingency Fund	<u>1,483,939</u>	<u>-</u>	<u>-</u>	<u>1,483,939</u>	<u>-</u>	<u>1,483,939</u>
Renewal and Replacement Reserve						
Equipment Reserves	462,663	161,204	70,928	552,939	-	552,939
Environmental Fund	500,000	-	-	500,000	-	500,000
Host Community Improvement	250,000	-	-	250,000	-	250,000
Property Value Protection	370,430	-	-	370,430	-	370,430
	1,583,093	161,204	70,928	1,673,369	-	1,673,369
Additional Deposits						
Further Site Development	1,163,539	1,943,850	146,296	2,961,093	22,851	2,938,242 **
Capital Improvement	<u>224,594</u>	<u>-</u>	<u>41,009</u>	<u>183,585</u>	<u>-</u>	<u>183,585</u>
	<u>1,388,133</u>	<u>1,943,850</u>	<u>187,305</u>	<u>3,144,678</u>	<u>22,851</u>	<u>3,121,827</u>
Grand Total	<u>\$ 5,526,035</u>	<u>\$ 2,105,054</u>	<u>\$ 260,233</u>	<u>\$ 7,370,856</u>	<u>\$ 22,851</u>	<u>\$ 7,348,005</u>

** \$78,705 of this amount is held by the County for assurance on construction projects

Roanoke Valley Resource Authority
Summary of Cash Reserves Transferred from RVRSWMB *
As of May 31, 2025

	CLOSURE & POST CLOSURE
Beginning Balance July 1, 2024	\$ 47,477
Revenue	
Interest Income	1,137
Expenditures	
Contractual Services	-
Professional Services	(5,794)
Landfill Gas Monitoring	(27,776)
Lease and Rent	(2,451)
Warrants and Fees	(1,392)
Supplies and Small Equipment	(34)
Supplies	(5,321)
Building Maintenance	-
 Cash Balance (less vouchers payable)	 5,846
 Accrued Landfill Closure Liability	 <u>(3,499,446)</u>
 Unrestricted Balance	 <u>\$ (3,493,600)</u>

* Roanoke Valley Regional Solid Waste Management Board

Roanoke Valley Resource Authority 2024-25
Cumulative Statement of Operations
For the Month Ended May 31, 2025

	ANNUAL BUDGET	ACTUAL Jul 2024	ACTUAL Aug 2024	ACTUAL Sep 2024	ACTUAL Oct 2024	ACTUAL Nov 2024	ACTUAL Dec 2024	ACTUAL Jan 2025	ACTUAL Feb 2025	ACTUAL Mar 2025	ACTUAL Apr 2025	ACTUAL May 2025	ACTUAL Jun 2025	MONTHLY Average
Operating Revenues														
Tipping Fees	\$ 16,469,590	\$ 1,267,538	\$ 1,435,812	\$ 1,517,570	\$ 1,594,769	\$ 1,321,234	\$ 1,682,511	\$ 1,781,207	\$ 1,253,033	\$ 1,270,614	\$ 1,666,783	\$ 1,671,069	\$ -	\$ 1,496,558
Sale of Recyclable Material	50,000	3,513	4,613	3,621	4,164	4,664	3,835	3,323	2,833	1,477	6,201	6,864	-	4,101
Sale of Mulch	50,000	4,179	6,184	-	3,988	6,276	10,356	2,986	-	-	3,088	6,403	-	3,951
Miscellaneous Revenue	30,000	-	-	3,070	500	-	-	-	-	-	1,332	29,851	-	3,159
Beginning balance	57,030	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Operating Revenue	<u>16,656,620</u>	<u>1,275,230</u>	<u>1,446,609</u>	<u>1,521,191</u>	<u>1,605,991</u>	<u>1,332,674</u>	<u>1,696,702</u>	<u>1,787,516</u>	<u>1,255,866</u>	<u>1,272,091</u>	<u>1,677,404</u>	<u>1,714,187</u>	-	<u>1,507,769</u>
Operating Expenses														
<i>Administration</i>														
Personnel	1,020,840	70,329	117,347	86,586	77,650	89,432	77,154	110,377	78,800	78,919	78,801	89,962	-	86,851
Operating	966,071	75,756	25,876	86,213	61,600	44,815	73,248	187,412	77,276	84,257	55,538	63,724	-	75,974
Unappropriated Balance	11,783	-	-	-	-	-	-	-	-	-	-	-	-	-
Sub total	<u>1,998,694</u>	<u>146,085</u>	<u>143,223</u>	<u>172,799</u>	<u>139,250</u>	<u>134,247</u>	<u>150,402</u>	<u>297,789</u>	<u>156,076</u>	<u>163,176</u>	<u>134,339</u>	<u>153,686</u>	-	<u>162,825</u>
<i>Transfer Station</i>														
Personnel	1,053,832	70,465	114,180	80,961	81,343	84,491	82,739	109,656	80,644	83,842	83,244	87,363	-	87,175
Operating	3,352,487	134,730	288,902	260,664	228,185	272,429	376,149	276,383	215,564	221,901	291,989	353,416	-	265,483
Unappropriated Balance	41,906	-	-	-	-	-	-	-	-	-	-	-	-	-
Sub total	<u>4,448,225</u>	<u>205,195</u>	<u>403,082</u>	<u>341,625</u>	<u>309,528</u>	<u>356,920</u>	<u>458,888</u>	<u>386,039</u>	<u>296,208</u>	<u>305,743</u>	<u>375,233</u>	<u>440,779</u>	-	<u>352,658</u>
<i>Smith Gap</i>														
Personnel	1,073,654	64,516	116,697	70,587	76,328	75,919	78,770	112,358	81,558	84,392	80,877	80,451	-	83,859
Operating	2,780,359	126,312	225,559	339,323	310,804	245,681	255,167	276,484	225,935	494,901	194,639	418,718	-	283,048
Unappropriated Balance	34,334	-	-	-	-	-	-	-	-	-	-	-	-	-
Sub total	<u>3,888,347</u>	<u>190,828</u>	<u>342,256</u>	<u>409,910</u>	<u>387,132</u>	<u>321,600</u>	<u>333,937</u>	<u>388,842</u>	<u>307,493</u>	<u>579,293</u>	<u>275,516</u>	<u>499,169</u>	-	<u>366,907</u>
<i>Salem Transfer Station</i>														
Personnel	690,417	46,861	66,789	78,374	51,898	52,546	53,825	67,400	47,767	56,559	52,454	54,724	-	57,200
Operating	2,184,862	116,051	162,618	187,702	101,342	249,007	246,413	265,612	173,358	158,795	166,050	236,960	-	187,628
Unappropriated Balance	27,311	-	-	-	-	-	-	-	-	-	-	-	-	-
Sub total	<u>2,902,590</u>	<u>162,912</u>	<u>229,407</u>	<u>266,076</u>	<u>153,240</u>	<u>301,553</u>	<u>300,238</u>	<u>333,012</u>	<u>221,125</u>	<u>215,354</u>	<u>218,504</u>	<u>291,684</u>	-	<u>244,828</u>
Total Operating Expenses	<u>13,237,856</u>	<u>705,020</u>	<u>1,117,968</u>	<u>1,190,410</u>	<u>989,150</u>	<u>1,114,320</u>	<u>1,243,465</u>	<u>1,405,682</u>	<u>980,902</u>	<u>1,263,566</u>	<u>1,003,592</u>	<u>1,385,318</u>	-	<u>1,127,218</u>
Income from Operations	<u>3,418,764</u>	<u>570,210</u>	<u>328,641</u>	<u>330,781</u>	<u>616,841</u>	<u>218,354</u>	<u>453,237</u>	<u>381,834</u>	<u>274,964</u>	<u>8,525</u>	<u>673,812</u>	<u>328,869</u>	-	<u>380,551</u>
Non Operating Revenues/(Expenses)														
Investment Income	150,000	3,145	34,620	51,334	48,890	33,448	23,196	51,205	34,372	37,583	41,665	17,929	-	34,308
Interest Expense	(705,120)	(88,908)	-	(175,269)	(97,846)	-	-	(83,608)	-	(168,094)	(91,396)	-	-	(64,102)
Non operating Revenues/(Expenses), net	<u>(555,120)</u>	<u>(85,763)</u>	<u>34,620</u>	<u>(123,934)</u>	<u>(48,956)</u>	<u>33,448</u>	<u>23,196</u>	<u>(32,403)</u>	<u>34,372</u>	<u>(130,511)</u>	<u>(49,731)</u>	<u>17,929</u>	-	<u>(29,794)</u>
Income (loss) before Operating Transfers	2,863,644	484,447	363,261	206,847	567,885	251,802	476,433	349,431	309,336	(121,986)	624,081	346,798	-	350,757
Operating Transfers In (Out)														
Transfer to Future Site Development	<u>(1,667,650)</u>	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Income	1,195,994	484,447	363,261	206,847	567,885	251,802	476,433	349,431	309,336	(121,986)	624,081	346,798	-	350,757
Transfer of FY24 Net Surplus to:														
Equipment Reserve	-	-	-	-	(100,000)	-	-	-	-	-	-	-	-	(9,091)
Future Site Development	-	-	-	-	(1,943,851)	-	-	-	-	-	-	-	-	(176,714)
Net Income	<u>\$ 1,195,994</u>	<u>\$ 484,447</u>	<u>\$ 363,261</u>	<u>\$ 206,847</u>	<u>\$ (1,475,966)</u>	<u>\$ 251,802</u>	<u>\$ 476,433</u>	<u>\$ 349,431</u>	<u>\$ 309,336</u>	<u>\$ (121,986)</u>	<u>\$ 624,081</u>	<u>\$ 346,798</u>	-	<u>\$ 164,952</u>

Roanoke Valley Resource Authority
VRA 2021A Bond Issuance
As of May 31, 2025
(Cash Basis)

	Annual Budget	Actual To Date	Outstanding Encumbrance	Remaining Balance
<i>Tinker Creek Transfer Station Conversion</i>				
Building Improvements/Additions	\$ -	\$ -	\$ -	\$ -
Sub total	<hr/>	<hr/>	<hr/>	<hr/>
<i>Smith Gap Rail Spur Conversion</i>				
Buildings	195,599	(200,778)	(74,551)	(79,730)
Sub total	<hr/>	<hr/>	<hr/>	<hr/>
<i>Unallocated</i>				
Restricted Interest	74,108	10,292	-	84,400
Sub total	<hr/>	<hr/>	<hr/>	<hr/>
Total	<hr/>	<hr/>	<hr/>	<hr/>
	\$ 269,707	\$ (190,486)	\$ (74,551)	\$ 4,670 *

* \$4,670 must be held for Arbitrage Liability.

Roanoke Valley Resource Authority

WASTE TONNAGE REPORT

ITEM No. IV.B.

Month 2024-2025	Actual Received	Budget Projected	Municipal		Commercial		Wood Waste	
			Actual	Budget	Actual	Budget	Actual	Budget
JULY	28,216	23,197	9,966	9,250	17,303	12,791	947	1,156
AUGUST	29,134	26,253	9,492	10,027	18,816	15,080	826	1,146
SEPTEMBER	26,449	25,051	9,065	9,131	16,485	14,869	899	1,051
OCTOBER	30,560	24,855	10,818	8,978	18,328	14,930	1,414	947
NOVEMBER	26,602	24,834	8,544	9,307	17,253	14,692	805	835
DECEMBER	27,534	23,854	9,661	8,667	17,382	14,340	491	847
JANUARY	24,250	23,772	8,266	8,406	15,617	14,638	367	678
FEBRUARY	24,841	22,537	8,552	7,949	15,420	13,731	869	857
MARCH	29,625	25,103	10,052	9,149	18,222	14,747	1,351	1,207
APRIL	30,554	25,209	10,816	9,369	18,579	14,541	1,159	1,199
MAY	31,935	26,472	10,612	9,888	20,302	15,488	1,020	1,096
JUNE								
TOTAL	309,700	271,137	105,844	100,121	193,707	159,847	10,148	11,019

Notes

11 months 38,563 Tons Above Budget 14.22%

Respectfully submitted,


Jonathan A. Lanford
Chief Executive Officer

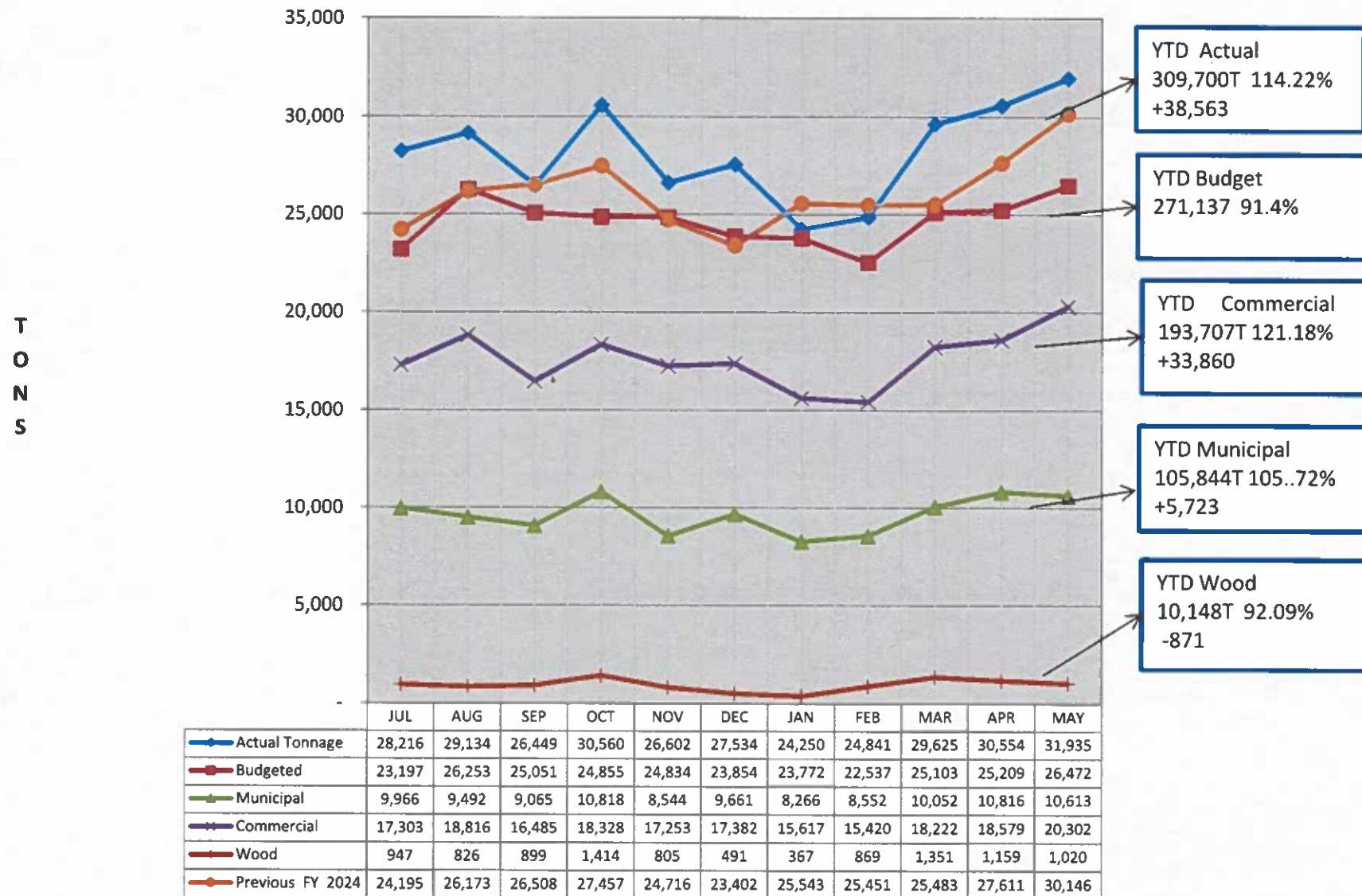
ROANOKE VALLEY RESOURCE AUTHORITY
WASTE TONNAGE AND TIRES
FISCAL YEAR 2024-2025

	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUNE</u>	YEAR - TO - DATE	TOTAL	BUDGET	%
MUNICIPAL																
CITY OF ROANOKE	3,753	3,513	3,453	4,100	3,183	3,853	3,323	3,462	3,635	3,897	3,961	-	40,133	41,000	97.9%	
COUNTY OF ROANOKE	3,489	3,259	3,161	3,880	3,007	3,356	2,833	2,954	3,680	3,799	3,785	-	37,203	37,000	100.5%	
CITY OF SALEM	1,393	1,328	1,310	1,440	1,155	1,292	1,156	1,124	1,292	1,412	1,435	-	14,337	16,000	89.6%	
TOWN OF VINTON	274	338	297	336	257	304	278	267	298	597	335	-	3,581	3,200	111.9%	
	8,909	8,438	8,221	9,756	7,602	8,805	7,590	7,807	8,905	9,705	9,516	-	95,254	97,200	98.0%	
RESIDENTIAL	1,052	1,043	838	1,051	937	852	670	739	1,141	1,100	1,088	-	10,511	12,400	84.8%	
	9,961	9,481	9,059	10,807	8,539	9,657	8,260	8,546	10,046	10,805	10,604	-	105,765	109,600	96.5%	
COMMERCIAL																
AFFORDABLE CS	368	453	468	422	263	301	258	269	383	325	395	-	3,905	4,200	93.0%	
REPUBLIC SERVICES	2,725	2,697	2,451	2,662	2,270	2,417	2,393	2,282	2,396	2,418	2,624	-	27,335	26,000	105.1%	
JRR LLC	109	77	91	129	82	78	103	83	81	86	85	-	1,004	1,300	77.2%	
FIRST PIEDMONT	1,558	1,413	1,362	1,505	1,371	1,277	1,287	1,218	1,373	1,507	1,408	-	15,279	15,000	101.9%	
COUNTY WASTE	6	-	5	-	-	-	-	-	15	-	-	-	26	500	5.2%	
TDY SERVICES	922	1,039	822	923	901	722	833	658	829	1,021	1,164	-	9,834	11,000	89.4%	
WASTE MANAGEMENT	1,849	1,945	1,907	2,040	1,672	1,665	1,575	1,558	1,811	2,047	2,064	-	20,133	26,000	77.4%	
CONTRACTED WASTE	5,609	6,975	6,365	6,300	6,487	6,926	5,967	5,847	6,682	6,438	7,312	-	70,908	50,000	141.8%	
PRIVATE	4,103	4,159	2,991	4,285	4,172	3,967	3,160	3,478	4,627	4,706	5,219	-	44,867	40,000	112.2%	
	17,249	18,758	16,462	18,266	17,218	17,353	15,576	15,393	18,197	18,548	20,271	-	193,291	174,000	111.1%	
WOOD WASTE																
CITY OF ROANOKE	276	282	269	459	206	157	115	221	320	340	335	-	2,980	2,900	102.8%	
COUNTY OF ROANOKE	29	43	31	136	23	14	5	146	147	75	44	-	693	4,000	17.3%	
CITY OF SALEM	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%	
TOWN OF VINTON	15	13	4	16	5	2	-	25	19	12	9	-	120	140	85.7%	
RESIDENTIAL	101	137	91	147	117	43	28	78	221	172	145	-	1,280	800	160.0%	
COMMERCIAL	24	30	26	50	26	30	13	23	20	31	22	-	295	1,000	29.5%	
PRIVATE	502	321	478	606	428	245	206	376	624	529	465	-	4,780	3,400	140.6%	
	947	826	899	1,414	805	491	367	869	1,351	1,159	1,020	-	10,148	12,240	82.9%	
TIRES - TON																
CITY OF ROANOKE	4	8	5	9	3	3	5	5	4	10	6	-	62	60	103.3%	
COUNTY OF ROANOKE	1	2	1	2	2	1	1	1	2	1	2	-	16	40	40.0%	
CITY OF SALEM	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
TOWN OF VINTON	-	1	-	-	-	-	-	-	-	-	1	-	2	-	-	
COMMERCIAL	13	11	-	14	-	3	9	4	4	13	5	-	76	20	380.0%	
PRIVATE	41	47	23	48	35	26	32	23	21	18	26	-	340	850	40.0%	
	59	69	29	73	40	33	47	33	31	42	40	-	496	970	51.1%	
TOTAL TONNAGE	28,216	29,134	26,449	30,560	26,602	27,534	24,250	24,841	29,625	30,554	31,935	-	309,700	296,810	104.3%	
TIRES - EACH																
CITY OF ROANOKE	8	5	7	30	20	20	1	18	25	51	46	-	231	-	0.0%	
COUNTY OF ROANOKE	-	-	7	-	-	3	4	-	8	43	19	-	84	40	210.0%	
CITY OF SALEM	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%	
TOWN OF VINTON	-	-	-	4	-	-	-	-	-	-	-	-	4	30	13.3%	
RESIDENTIAL	142	242	187	114	104	75	85	61	227	239	227	-	1,703	1,100	154.8%	
COMMERCIAL	7	48	20	30	8	25	55	35	46	57	41	-	372	785	47.4%	
PRIVATE	82	94	74	82	68	57	103	105	115	150	132	-	1,062	785	135.3%	
TOTAL TIRES	239	389	295	260	200	180	248	219	421	540	465	-	3,456	2,740	126.1%	

ROANOKE VALLEY RESOURCE AUTHORITY
WASTE TONNAGE AND TIRES
FISCAL YEAR 2024-2025

	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUNE</u>	YEAR - TO - DATE		
													TOTAL	BUDGET	%
MUNICIPAL	9,966	9,492	9,065	10,818	8,544	9,661	8,266	8,552	10,052	10,816	10,613	-	105,845	109,700	96.5%
COMMERCIAL	17,303	18,816	16,485	18,328	17,253	17,382	15,617	15,420	18,222	18,579	20,302	-	193,707	174,870	110.8%
WOOD WASTE	947	826	899	1,414	805	491	367	869	1,351	1,159	1,020	-	10,148	12,240	82.9%
	<u>28,216</u>	<u>29,134</u>	<u>26,449</u>	<u>30,560</u>	<u>26,602</u>	<u>27,534</u>	<u>24,250</u>	<u>24,841</u>	<u>29,625</u>	<u>30,554</u>	<u>31,935</u>	-	<u>309,700</u>	<u>296,810</u>	<u>104.3%</u>
MUNICIPAL	10,387	9,967	9,460	11,576	8,895	9,877	8,414	9,022	10,759	11,415	11,146	-	110,918	117,540	94.4%
COMMERCIAL	17,829	19,167	16,989	18,984	17,707	17,657	15,836	15,819	18,866	19,139	20,789	-	198,782	179,270	110.9%
	<u>28,216</u>	<u>29,134</u>	<u>26,449</u>	<u>30,560</u>	<u>26,602</u>	<u>27,534</u>	<u>24,250</u>	<u>24,841</u>	<u>29,625</u>	<u>30,554</u>	<u>31,935</u>	-	<u>309,700</u>	<u>296,810</u>	<u>104.3%</u>
RECYCLED (Residential Area)	91	94	64	96	85	76	55	50	91	106	77	-	885	1,400	63.2%
RECYCLED (Wood and RSA)	1,037	921	963	1,511	888	567	422	919	1,443	1,266	1,099	-	11,036	13,640	80.9%
Previous FY 2023 - 2024 Waste	24,195	26,173	26,508	27,457	24,716	23,402	25,543	25,451	25,483	27,611	30,146	-	286,685	313,440	91.5%
Monthly Tonnage Projections	23,197	26,253	25,051	24,855	24,834	23,854	23,772	22,537	25,103	25,209	26,472	-	271,137	296,810	91.4%
City of Roanoke	4,033	3,803	3,727	4,568	3,392	4,013	3,443	3,688	3,959	4,247	4,302	-	43,175	43,960	98.2%
County of Roanoke	3,519	3,304	3,193	4,018	3,032	3,371	2,839	3,101	3,829	3,875	3,831	-	37,912	41,040	92.4%
Town of Vinton	289	352	301	352	262	306	278	292	317	609	345	-	3,703	3,340	110.9%
City of Salem	1,393	1,328	1,310	1,440	1,155	1,292	1,156	1,124	1,292	1,412	1,435	-	14,337	16,000	89.6%
Commercial	13,183	14,640	13,497	14,045	13,072	13,419	12,438	11,942	13,594	13,886	15,079	-	148,795	135,020	110.2%
Private	4,646	4,527	3,492	4,939	4,635	4,238	3,398	3,877	5,272	5,253	5,710	-	49,987	44,250	113.0%
Residents	1,153	1,180	929	1,198	1,054	895	698	817	1,362	1,272	1,233	-	11,791	13,200	89.3%
	<u>28,216</u>	<u>29,134</u>	<u>26,449</u>	<u>30,560</u>	<u>26,602</u>	<u>27,534</u>	<u>24,250</u>	<u>24,841</u>	<u>29,625</u>	<u>30,554</u>	<u>31,935</u>	-	<u>309,700</u>	<u>296,810</u>	<u>104.3%</u>

WASTE TONNAGE FY 2025



DAILY TRAILER REPORT

MAY 2025

OF TRAILERS LOADED

1175

AVG TONS PER TRAILER
AVG TONS PER TRAILER

21.04 TCTS
19.43 STS

AVG TONS PER TRAILER

20.24 TCTS/STS

SHIPPED TO NRV
SHIPPED TO GAP

PERCENT	TONS
0.00%	0.0
100.00%	23,778.48

100.00% **23,778.48**

MONTH	TCTS		STS		TO GAP	TO NRV	GRAND TOTAL
	LOADED OUT	AVG. PER LOAD	LOADED OUT	AVG. PER LOAD			
JANUARY	494	20.01	427	19.07	928	0	928
FEBRUARY	488	20.56	424	19.42	913	0	913
MARCH	580	19.07	498	18.08	1078	0	1078
APRIL	636	0.00	521	0.00	1153	0	1153
MAY	635	21.04	540	19.43	1175	0	1175
JUNE	327	0.00	267	0.00	552	0	594
JULY	0	#DIV/0!	0	#DIV/0!	0	0	0
AUGUST	0	#DIV/0!	0	#DIV/0!	0	0	0
SEPTEMBER	0	#DIV/0!	0	#DIV/0!	0	0	0
OCTOBER	0	#DIV/0!	0	#DIV/0!	0	0	0
NOVEMBER	0	#DIV/0!	0	#DIV/0!	0	0	0
DECEMBER	0	#DIV/0!	0	#DIV/0!	0	0	0
MONTHLY TOTAL	3160	#DIV/0!	2677	#DIV/0!	5799	0	5841

Roanoke Valley Resource Authority

RESIDENTIAL WASTE REPORT

ITEM No. IV.D.

Month 2024-2025	Mixed Waste		Wood		Tires		Fees	
	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
JULY	1,153	1,079	101	81	142	146	\$ 61,847	\$ 61,375
AUGUST	1,180	967	137	66	242	118	\$ 61,627	\$ 61,375
SEPTEMBER	929	1,190	91	63	187	124	\$ 61,679	\$ 61,375
OCTOBER	1,198	1,004	147	65	114	123	\$ 61,549	\$ 61,375
NOVEMBER	936	942	117	42	104	66	\$ 61,706	\$ 61,375
DECEMBER	852	831	43	40	75	112	\$ 61,537	\$ 61,375
JANUARY	670	942	28	40	85	21	\$ 61,389	\$ 61,375
FEBRUARY	739	905	78	45	61	30	\$ 61,777	\$ 61,375
MARCH	1,141	1,054	221	87	227	84	\$ 61,810	\$ 61,375
APRIL	1,272	1,215	172	96	239	102	\$ 62,040	\$ 61,375
MAY	1,232	1,178	145	81	227	75	\$ 61,504	\$ 61,375
JUNE								
TOTAL	11,301	11,307	1,280	706	1,703	1,001	678,465	\$ 675,125

100.5% Fees - Budget to Actual

Respectfully submitted,


Jonathan A. Lanford
Chief Executive Officer

**ROANOKE VALLEY RESOURCE AUTHORITY
RESIDENTIAL HOMEOWNER DISPOSAL
FISCAL YEAR 2024-2025**

	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUNE</u>	<u>YEAR-TO-DATE</u>	<u>BUDGET</u>	<u>%</u>
CITY OF ROANOKE															
RESIDENT WASTE	615.92	580.72	465.70	566.75	497.37	458.00	368.09	393.56	604.94	568.04	584.00	-	5,703.09	5,394	105.7%
WOOD WASTE	67.50	96.25	59.51	96.00	73.50	29.25	17.25	44.23	132.99	110.50	85.50	-	812.48	348	233.5%
TONNAGE	683.42	676.97	525.21	662.75	570.87	487.25	385.34	437.79	737.93	678.54	669.50	-	6,515.57	5,742	113.5%
TIRES	75	143	127	83	81	73	56	42	121	143	131	-	1,075	479	224.4%
TRANSACTIONS	2,757	2,759	2,134	2,685	2,308	1,978	1,563	1,751	2,987	2,725	2,724	-	26,371	-	-
DISPOSAL FEES	\$ 26,849	\$ 26,745	\$ 26,861	\$ 26,754	\$ 26,820	\$ 26,697	\$ 26,697	\$ 26,908	\$ 26,868	\$ 27,293	\$ 26,697	-	\$ 295,189	\$ 320,378	92.1%
COUNTY OF ROANOKE															
RESIDENT WASTE	267.76	299.88	238.65	306.54	292.58	247.12	197.09	225.93	344.98	352.71	331.35	-	3,104.59	5,171	60.0%
WOOD WASTE	27.50	31.50	26.36	41.25	38.50	12.25	8.25	27.00	73.00	48.75	48.50	-	382.86	334	114.6%
TONNAGE	295.26	331.38	265.01	347.79	331.08	259.37	205.34	252.93	417.98	401.46	379.85	-	3,487.45	5,505	63.4%
TIRES	46	72	36	21	7	(3)	21	13	67	71	68	-	419	459	91.3%
TRANSACTIONS	1,180	1,345	1,075	1,398	1,321	1,034	829	1,013	1,685	1,631	1,539	-	14,050	-	-
DISPOSAL FEES	\$ 25,896	\$ 25,700	\$ 25,710	\$ 25,712	\$ 25,781	\$ 25,741	\$ 25,608	\$ 25,702	\$ 25,858	\$ 25,663	\$ 25,724	-	\$ 283,096	\$ 307,121	92.2%
CITY OF SALEM															
RESIDENT WASTE	124.07	116.49	96.00	140.50	111.64	107.75	76.00	90.25	144.25	140.50	131.00	-	1,278.45	1,389	92.0%
WOOD WASTE	2.25	3.50	3.75	2.75	1.50	0.25	1.50	3.75	4.25	5.25	4.50	-	33.25	90	36.9%
TONNAGE	126.32	119.99	99.75	143.25	113.14	108.00	77.50	94.00	148.50	145.75	135.50	-	1,311.70	1,479	88.7%
TIRES	11	19	16	10	11	4	6	6	20	20	21	-	144	123	117.1%
TRANSACTIONS	511	484	405	577	456	434	313	381	601	589	552	-	5,303	-	-
DISPOSAL FEES	\$ 6,892	\$ 6,930	\$ 6,874	\$ 6,874	\$ 6,896	\$ 6,874	-	\$ 75,710	\$ 82,488	91.8%					
TOWN OF VINTON															
RESIDENT WASTE	44.25	45.25	37.19	37.00	34.75	39.36	29.00	29.21	47.00	38.50	40.75	-	422.26	446	94.7%
WOOD WASTE	3.25	6.00	1.50	6.75	3.75	1.50	0.50	3.25	11.00	7.25	6.50	-	51.25	29	176.7%
TONNAGE	47.50	51.25	38.69	43.75	38.50	40.86	29.50	32.46	58.00	45.75	47.25	-	473.51	475	99.7%
TIRES	10	8	8	-	5	1	2	-	19	5	7	-	65	40	162.5%
TRANSACTIONS	194	207	157	176	157	166	121	126	238	186	192	-	1,920	-	-
DISPOSAL FEES	\$ 2,210	\$ 2,252	\$ 2,234	\$ 2,210	\$ 2,210	\$ 2,225	\$ 2,210	\$ 2,292	\$ 2,210	\$ 2,210	\$ 2,210	-	\$ 24,469	\$ 26,514	92.3%
RESIDENTIAL TOTALS															
RESIDENT WASTE	1,052.00	1,042.34	837.54	1,050.79	936.34	852.23	670.18	738.95	1,141.17	1,099.75	1,087.10	-	10,508.39	12,400	84.7%
WOOD WASTE	100.50	137.25	91.12	146.75	117.25	43.25	27.50	78.23	221.24	171.75	145.00	-	1,279.84	801	159.8%
TONNAGE	1,152.50	1,179.59	928.66	1,197.54	1,053.59	895.48	697.68	817.18	1,362.41	1,271.50	1,232.10	-	11,788.23	13,201	89.3%
TIRES	142	242	187	114	104	75	85	61	227	239	227	-	1,703	1,101	154.7%
TRANSACTIONS	4,642	4,795	3,771	4,836	4,242	3,612	2,826	3,271	5,511	5,131	5,007	-	47,644	-	-
DISPOSAL FEES	\$ 61,847	\$ 61,627	\$ 61,679	\$ 61,549	\$ 61,706	\$ 61,537	\$ 61,389	\$ 61,777	\$ 61,810	\$ 62,040	\$ 61,504	-	\$ 678,465	\$ 736,500	92.1%

Roanoke Valley Resource Authority

WOOD WASTE REPORT
ITEM No. IV.E.

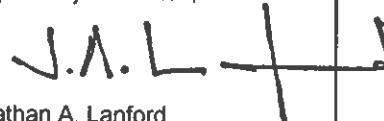
Month 2024-2025	Wood Received		Bulk Mulch		Loading Fees	
	Actual	Budget	Loads	Tons	Actual	Budget
JULY	947	1,156	53	999	\$6,185	\$5,050
AUGUST	826	1,146	36	644	\$3,988	\$4,150
SEPTEMBER	899	1,051	23	369	\$2,287	\$3,950
OCTOBER	1,414	647	78	1,673	\$10,356	\$4,050
NOVEMBER	805	835	26	482	\$2,986	\$2,650
DECEMBER	491	847	6	114	\$705	\$2,500
JANUARY	367	678	8	164	\$1,014	\$2,500
FEBRUARY	869	857	5	115	\$710	\$2,800
MARCH	1,351	1,207	47	866	\$5,358	\$5,450
APRIL	1,159	1,199	55	1,034	\$6,403	\$6,000
MAY	1,020	1,096	15	302	\$1,870	\$5,050
JUNE						
TOTAL	10,148	10,719	352	6,762	\$41,860	\$44,150

FEE STRUCTURE 94.8% Budget to Actual

Pick up trucks & small trailers No Charge

Bulk Mulch Sales \$ 6.19 per ton

Respectfully submitted,


Jonathan A. Lanford
Chief Executive Officer

Roanoke Valley Resource Authority

RECYCLING REPORT

ITEM No. IV.F.

2024-2025 Month	Waste Received	Materials Recycled or Diverted				Total Recycled	%
		Wood	Metal	Tires	Other		
JULY	28,216	947	30	61	-	1,038	3.7%
AUGUST	29,134	826	25	69		920	3.2%
SEPTEMBER	26,449	899	26	38		963	3.6%
OCTOBER	30,560	1,414	26	70		1,510	4.9%
NOVEMBER	26,602	805	23	62		890	3.3%
DECEMBER	27,534	491	22	54		567	2.1%
JANUARY	24,250	367	17	38		422	1.7%
FEBRUARY	24,841	869	8	42		919	3.7%
MARCH	29,625	1,351	28	63		1,442	4.9%
APRIL	30,554	1,160	45	61		1,266	4.1%
MAY	31,935	1,020	23	55		1,097	3.4%
JUNE							
TOTALS	309,700	10,149	272	613	-	11,034	3.6%

NOTES :

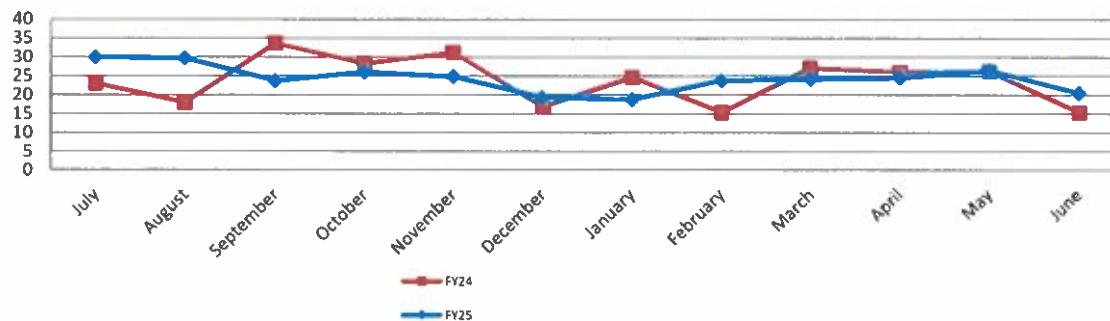
1. All numbers expressed as tons.

Respectfully submitted,

J.A.L. + !
Jonathan A. Lanford
Chief Executive Officer

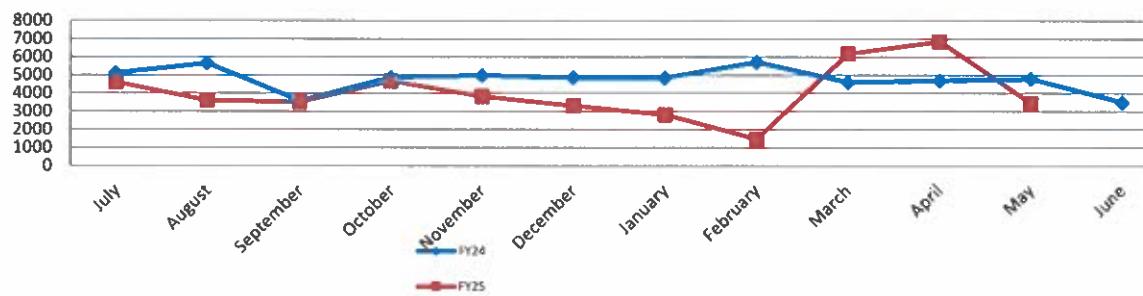
Scrap Metal Recycled

Tonnage



Scrap Metal Recycled

Revenue



	**Short				**Short			
	Revenue	*Long Ton	Rev/Ton	Ton	Revenue	*Long Ton	Rev/Ton	Ton
	FY24	FY24	FY24	FY23	FY25	FY25	FY25	FY25
July	5143.74	30.08	171.002	33.68	4612.4	26.97	171.0197	30.2
August	5680.56	29.74	191.0074	33.3	3621.53	21.17	171.069	23.71
September	3584.91	23.74	151.0072	26.58	\$3,534.51	20.66	171.0799	23.3
October	4893.04	26.02	188.0492	29.14	4,664.15	24.41	191.0754	27.33
November	4994.49	24.84	201.0664	27.82	3,834.95	21.18	181.0647	23.72
December	4874.33	19.41	251.1247	21.73	3,323.82	19.43	171.0664	21.76
January	4869.11	18.83	258.5826	22.2	2,832.60	14.83	191.0047	16.6
February	5747.42	23.84	241.0831	26.7	1476.75	6.39	231.1033	7.15
March	4630.05	24.24	191.0087	27.14	6201.15	24.22	256.0343	27.12
April	4706.78	24.6	191.3325	27.55	6863.79	31.77	216.0463	35.58
May	4796.5	26.5	181	29.68	3450.86	19.6	181.1325	21.95
June	3,513.14	20.54	171.0389	23.12		#DIV/0!		
FY Total	\$ 57,434	292.38	\$ 199	328.64	\$ 44,417	230.63	#DIV/0!	258.42

* Scrap metal contract payments are based on long ton measurements after receipt at New River Recycling

** Short Ton is reported from Waste Works Scalehouse Program and deviates due to tare weight fluctuations

Roanoke Valley Resource Authority

Household Hazardous Waste

FY 25

ITEM #IV.G.

Contracted HHW Expenditures

Month	Labor Cost	Disposal Cost	Total	Residents Registered	Residents Served	Cost Per Resident
July	\$1,000.00	\$6,750.00	\$7,750.00	92	59	\$131.36
August	\$1,000.00	\$5,610.00	\$6,610.00	98	65	\$101.69
September	\$1,000.00	\$6,515.00	\$6,615.00	83	74	\$89.39
October	\$1,000.00	\$4,664.00	\$5,664.00	98	84	\$67.43
November	\$1,000.00	\$5,630.00	\$6,630.00	98	67	\$98.96
December	\$1,000.00	\$5,450.00	\$6,450.00	94	67	\$96.27
January	\$1,000.00	\$5,645.00	\$6,645.00	98	44	\$151.02
February	\$1,000.00	\$5,445.00	\$6,445.00	76	38	\$169.61
March	\$1,000.00	\$5,495.00	\$6,495.00	83	64	\$101.48
April	\$1,000.00	\$6,863.79	\$7,863.79	89	68	\$115.64
May	\$1,000.00	\$5,805.00	\$6,805.00	\$99.00	\$65.00	\$104.69
June	\$1,000.00					#DIV/0!
Total	\$ 12,000.00	\$63,872.79	\$ 73,972.79	1,008	695	\$106.44
YTD Combined Residents Total				1,777	\$41.62	

Daily HHW Quantities

*	Oil Gallons	Antifreeze Gallons	Batteries Each	Latex Paint Gallons	Total
YTD Total	1380			4,030	52
YTD Residents Total	276			806	1,082

Registration by Municipality

Month	County of Roanoke		City of Roanoke		Town of Vinton		City of Salem		Total	
	Residents Registered	Residents Served								
July	45	31	39	22	3	1	5	5	92	59
August	59	40	34	22	0	0	5	3	98	65
September	42	36	34	32	1	1	6	5	83	74
October	60	49	30	25	6	6	8	6	104	86
November	40	27	48	33	3	1	7	6	98	67
December	48	32	41	31	4	4	3	2	96	69
January	45	20	43	18	2	1	8	5	98	44
February	43	22	32	15	0	0	1	1	76	38
March	42	33	34	25	1	0	6	6	83	64
April	48	36	30	25	4	4	7	3	89	68
May	46	32	42	25	1	1	10	7	99	65
June									0	0
Total	518	358	407	273	25	19	66	49	1,016	699

*Note: Customers served assumption is 5 gallon limit per customer or 1 battery each