



# Employee Handbook

## **Section I. Introduction & Purpose**

This handbook serves as a guideline for terms and conditions of employment with the Dallas Downtown Association and is subject to change as approved by the Dallas Downtown Association board of directors according to federal and state employment practices. All employees shall receive and sign a copy of this handbook and shall be notified of any changes. The policies herein do not constitute a contractual commitment of continued employment.

### **Board of Directors**

The Dallas Downtown Association board of directors are responsible for hiring, dismissing, and evaluating the performance of the executive director. The executive committee, if appointed by the board of directors, is responsible for the interpretation and implementation of employee policies. Therefore, the executive committee will address all issues relating to personnel, if no executive committee is appointed the board of directors will address all personnel issues.

### **Executive Director**

The executive director is the chief administrator and is accountable to the Dallas Downtown Association board of directors. The executive director is responsible for hiring, dismissing, and overseeing the performance of other staff, if applicable.

## **Section II. Employment Practices**

### **A. Equal Employment**

It is the policy of the Dallas Downtown Association to grant equal opportunity to all qualified persons without regard to age, religion, marital status, sex, race, affectional preference, national origin, color, or disability. It is the intent and desire of the Dallas Downtown Association that equal opportunity is provided in wages, promotions, benefits and all other privileges, terms, and conditions of employment

### **B. Hiring**

#### **Executive Director**

The hiring of the executive director is the responsibility of the Dallas Downtown Association board of directors.

#### **All other staff**

The hiring of all other staff is the responsibility of the executive director. The executive director shall administer all policies and procedures relating to personnel, which may be adopted by the Board from time to time.

### **C. Evaluations**

A written job performance evaluation will be conducted for each employee annually no later than December 20<sup>th</sup> of each year. The executive committee will evaluate the executive director. The executive director will evaluate all other staff, if applicable. All employees shall be eligible for a salary increase based on their performance evaluation. The annual work plans, developed and approved at the November board meeting, will serve as the goals and objectives for the organization. Staff will be evaluated based on their ability to lead the organization in implementing this plan each year. In the event that the evaluation reveals unsatisfactory performance of the employee, a reasonable time period to improve their performance shall be set and agreed upon.

#### **D. Probationary Period**

All new employees shall serve a 90-day period beginning their first working day to determine whether they fully satisfy requirements of the job. If requirements are not being met, the employee shall be told in writing and given a reasonable time to correct explicitly defined deficiencies during the probationary period. At the discretion of the executive committee and/or the executive director, the probationary period may be extended to 6 months. If satisfactory improvement does not result, the employee may be terminated without further notice during or at the end of the probationary period. Probationary employees receive the same benefits as regular employees.

#### **E. Drug-free Workplace**

Dallas Downtown Association employees are required to report to work in an appropriate mental and physical condition. The Dallas Downtown Association prohibits the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance on premises or while conducting Dallas Downtown Association business off-premises. Violations of this policy will result in disciplinary action (and may have legal consequences), up to and including discharge, or requiring participation in and satisfactory completion of a drug abuse assistance or rehabilitation program that has been approved for such purposes by federal, state, or local health enforcement or other appropriate agency. Dallas Downtown Association employees must, as a condition of employment, abide by the terms of this policy and promptly report any conviction under a criminal drug statute for violations occurring on or off Dallas Downtown Association premises while conducting Dallas Downtown Association business. A report of conviction must be made to the executive committee within five days after the conviction.

#### **F. Harassment and Discrimination**

The Dallas Downtown Association wishes to provide and maintain a good working environment. Employees have the right to work in an environment free of any harassment, whether racial, sexual, or otherwise. All supervisors, including the board of directors, have an obligation to be sensitive to harassment and to take swift and appropriate action in response to any report or indication of abuse, threats, intimidation, or harassment directed toward any employee. If an employee believes that he/she is being harassed in any way, he/she should immediately inform the executive director and/or the executive committee. All reports of discrimination and harassment will be handled in a prompt, fair, appropriate, and confidential manner. Findings of actual discrimination and/or harassment will result in appropriate disciplinary action, up to and including dismissal from the Dallas Downtown Association.

## **G. Grievances**

The following procedure will be used for the fair and orderly resolution of employee issues and concerns. It is desirable that grievances be settled informally if possible. It is essential in all cases however, that parties feel free to state facts and express opinions without fear of censure or reprisal because a grievance is pursued. A grievance may be filed by any employee who believes he/she has a claim or complaint based upon an event or condition or evaluation which adversely affects the circumstances under which the employee works, allegedly caused by misinterpretation, unfair application, or lack of established policy pertaining to employment conditions.

a. **Informal Procedure** – An employee who feels he/she has cause to file a grievance shall first discuss the matter with the executive director, board president, or vice-president in an effort to achieve a resolution.

b. **Formal Procedure** – If the matter is not resolved to the satisfaction of the aggrieved employee through informal discussion, the employee shall present a written grievance stating the specific concerns and a proposed remedy to the executive committee. The executive committee shall arrange a time to hear the employee and answer in writing within ten working days.

## H. Termination

Terminations are to be treated in a confidential, professional manner by all concerned. This policy and its administration will be implemented in accordance with the Dallas Downtown Association equal opportunity statement. An employee may terminate his/her employment with the Dallas Downtown Association at any time for any reason. Similarly, the Dallas Downtown Association may terminate an employee at any time if there is just cause. Permanent employment for a specific term cannot be guaranteed or promised.

### A. Method of Termination

1. **Resignation** – voluntary termination by employee. Employees are expected to submit a resignation in writing. A two-week notice is customary but not required. The Dallas Downtown Association reserves the right to release any employee before the end of the notice period. This is not to be construed as a reflection of the employee's performance or integrity but as an action in the best interest of business practice.
2. **Dismissal** – involuntary termination by the Dallas Downtown Association for any reason at any time. The Dallas Downtown Association reserves the right to release from employment any employee. An employee may be released with or without cause, which may include, but is not limited to, incompetence, inability, or unwillingness to perform prescribed work satisfactorily, or other violations of work standards. All employees are employed by the Dallas Downtown Association on an at will basis. In the case of dismissal, the Dallas Downtown Association may, in its sole discretion, give some notice of its intent to dismiss an employee, but the Dallas Downtown Association is not required to give any such notice.
3. **Layoff** – termination due to reduction of the workforce or elimination of a position. When a reduction in workforce is necessary, or one or more positions are eliminated, the Dallas Downtown Association will, at its sole discretion, identify the employees to be laid off. The Dallas Downtown Association may give two weeks' notice to the laid off employee but may substitute two weeks' severance pay in lieu of notice.
4. **Abandonment** – An employee who is absent for three or more consecutive days without receiving leave approval or without having called in to report the absence will be considered as having voluntarily abandoned their job. The separation will not be in good standing and may affect the receipt of accrued benefits.

### **Section III. Categories of Employment**

Employees are classified as either exempt or non-exempt as follows:

#### **Exempt**

An individual on the Dallas Downtown Association payroll whose position meets the requirements under the Fair Labor Standard Act for exemption will be treated as exempt. Exempt employees are eligible for benefits. Exempt employees are not eligible for overtime pay.

#### **Non-Exempt**

An individual on the Dallas Downtown Association payroll whose position meets the requirements under the Fair Labor Standard Act for non-exemption will be treated as non-exempt. Non-exempt employees are eligible for time and a half overtime pay if they work more than 40 hours in a seven-day period.

## **Section IV. Categories of Employment**

### **Regular Full-time**

These employees hired by the Dallas Downtown Association on a full-time basis without commitment to a fixed term of employment and who are eligible for all Dallas Downtown Association benefits. Employees will be scheduled a regular 40-hour work week. Employees will be eligible for paid time off (PTO).

### **Regular Part-time**

These employees hired by the Dallas Downtown Association on a part-time basis, will be scheduled to work a minimum of 16 or 20 flexible hours per week. No benefits will be offered.

## Section V. Compensation

### A. Salary

Dallas Downtown Association salaries are based upon job content and responsibilities.

### B. Pay Periods

Salary is paid on the 5<sup>th</sup> of each month. Pay periods will be from the 1<sup>st</sup> day of the month to the last day of the month.

### C. Salary Increases

The board of directors shall approve changes in salary or wages for all positions. Salary or wage changes are based on job performance. Change in the duties and responsibilities of the position that affects the salary shall become effective at the nearest pay period following the action.

### D. Payroll Deductions

By law, the Dallas Downtown Association makes the following deductions from the payroll of employees:

1. **Federal Income Tax** – The amount of this deduction is dependent upon the amount of salary, the number of exemptions, and any special instructions the employee may give authorizing amounts withheld.
2. **Social Security** – This is provided for all employees under the Federal Insurance Contribution Act. The law requires this deduction subject to change by action of Congress. An equal amount is paid by the Dallas Downtown Association to help provide this protection.
3. **State Income Tax** – This tax follows the federal withholding provisions described above.
4. **ORSTT**- The Oregon transit tax is a statewide payroll tax that employers withhold from employee wages. Oregon employers must withhold **0.1% (0.001) from each** employee's gross pay. ... Employees are not exempt from the statewide transit tax withholding, even if they are exempt from federal income tax withholding.
5. **WBF Tax** - The Department of Consumer and Business Services has set the WBF assessment rate for calendar year 2021 at **2.2 cents per hour**. The WBF assessment applies to each full or partial hour worked by each paid individual that an employer is required or chooses to provide with workers' compensation insurance coverage.

### E. Overtime

At the discretion of the board of directors, employees may need to work beyond the normal work schedule. Whenever possible, overtime will be scheduled in advance.

## Section VI. Attendance and Leave

### A. Paid Time Off (PTO)

Paid Time Off (PTO) is accrued by full-time employees to use for vacation, sick leave, or other leave purposes. Eligible employees will accrue PTO in accordance with the schedule below. The hours will accrue on a monthly basis on actual hours worked. Employees must pre-arrange PTO and request at least 15 days in advance. This will be sent to their direct supervisor. Part-time employees do not accrue PTO hours.

<u>Years of Service</u>	<u>Total Hours Per Year</u>	<u>Weeks of PTO</u>	<u>Hours earned per month</u>
0 to 4 years	120	3	10
5 years or more	160	4	13.33

### B. Holidays

The following holidays will be observed:

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving

Christmas Day

- Full-time employees will be eligible for paid holidays if the holiday falls on a scheduled workday

### C. Sick Leave

Employees who are absent due to illness, accident, or personal emergency are expected to notify, either by telephone or e-mail, their direct supervisor within one-half hour of normal starting time on the first day of absence. Employees ill and absent for a period of five or more consecutive workdays must present a statement from an attending physician, upon request.

### D. Family Leave

Leave up to twelve weeks will be granted for serious medical conditions of an employee or members of the immediate family, i.e., child, spouse, parent, sibling, or for adoption of a child. The scheduled time of leave will be taken as unpaid. A leave of absence prevents a break in service. The employee is guaranteed the security of his/her position as long as he/she returns on or before the agreed upon date.

### E. Bereavement

It is recognized that circumstances other than illness and vacation sometimes result in absence from work. An employee shall be granted up to five (5) workdays of leave in the case of the death of any member of the employee's family. This is limited to three days in any one fiscal year with no carry over from year to year. This time is taken as unpaid.

**F. Adverse Weather Policy**

In the event of inclement weather, employees are instructed to use their best judgment with regard to travel to the office. Should an employee decide to stay home, the scheduled hours will be unpaid. However, the employee must call to report the absence.

**G. Comp Time**

Work in excess of an average hours per month shall be deemed part of the professional responsibility for which Employee shall not be paid overtime, but for which Employee shall be allowed to offset, in part, by taking time off, subject to DDA's approval, so long as Employee continues to fulfill Employee's obligations to DDA under this Agreement.

## **Section VII. Conferences, Seminars, and Workshops**

It is the philosophy and policy of the Dallas Downtown Association to provide time and funds for professional development opportunities for staff from time to time. Subject to the approval by the board of directors, the Dallas Downtown Association will pay for tuition, travel, and expenses for staff to attend such programs. These programs must relate to the employee's position or provide beneficial information to be shared with the organization. Time for attendance and travel will be paid at the normal rate of pay.

## **Section VIII. Employee Expenses**

### **A. Travel**

Employees shall be reimbursed at the IRS Business Standard Mileage Rate when using their personal automobile for business-related travel. Employees must submit a written record of business-related travel including reason for trip, destination, and miles traveled.

### **B. Other**

From time-to-time, employees may need to purchase miscellaneous items on behalf of the Dallas Downtown Association (for example stamps, office supplies, and copy services). To be reimbursed for these expenditures, the employee must present an official receipt of purchase. Such items are limited to the extent that they are previously budgeted items or approved by the board of directors. Employees who attend meetings and other activities related to organizational programs, as representatives of the Dallas Downtown Association shall be reimbursed. Employees shall be reimbursed for the reasonable cost of travel, meals, and lodging, subject to approval of the board of directors and upon submission of proper receipts for records.

## Section IX. Conflict of Interest

The employees of the Dallas Downtown Association shall avoid conflicts of interest and any conduct, which may suggest the appearance of impropriety in the disbursement of funds. If a potential conflict of interest arises, the employee must disclose the potential conflict to the board of directors. Further, the employee shall not vote on nor participate in the solicitation, negotiation, formation, award, arbitration, modification, or settlement of any dispute arising under such contract or grant when the employee stands to benefit, either directly or indirectly, from such contract or grant. An employee is not deemed to benefit directly or indirectly from a contract or grant if he or she receives only the salary or stipend due to him or her in the normal course of employment with or service to the Dallas Downtown Association.

I certify that I have been provided a copy of the Dallas Downtown Association employee handbook and understand the provisions therein. This certification will be placed in my personnel file.

---

Employee Signature

---

Date

---

Dallas Downtown Association President

---

Date

Approved by the DDA Board of Directors 12-15-2021
---