Tulsa Development Authority

Employee Handbook

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Consider footer with date on each page so always know what edition a policy comes from. Such as “July 2020 Edition”
Core Policies

1.0 Welcome

1.1 A Welcome Policy

Welcome! You have just joined a dedicated organization. We hope that your employment with TDA (hereafter “TDA” or “Organization”) will be rewarding and challenging. We take pride in our employees as well as in the products and services we provide.

The Organization complies with all federal and state employment laws, and this handbook generally reflects those laws. The Organization also complies with any applicable local laws, although there may not be an express written policy regarding those laws contained in the handbook.

The employment policies and/or benefits summaries in this handbook are written for all employees. Please take the time now to read this handbook carefully. You should also refer to this handbook from time to time throughout your employment as issues arise. Each employee is required to sign the acknowledgment at the end to show that you have read, understood, and agree to the contents of this handbook, which sets out the basic rules and guidelines concerning your employment. This handbook supersedes any previously issued handbooks or policy statements dealing with the subjects discussed herein.

The Organization reserves the right to interpret, modify, or supplement the provisions of this handbook at any time. Neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. Please understand that no employee handbook can address every situation in the work place.

If you have questions about your employment or any provisions in this handbook, contact TDA Office Administrator

We wish you success in your employment here at Tulsa Development Authority!

All the best,

Nancy Lynn Roberts, Executive Director
Tulsa Development Authority

1.2 At-Will Employment

Your employment with TDA is on an "at-will" basis. This means your employment may be terminated at any time, with or without notice and with or without cause. Likewise, we respect your right to leave the Organization at any time, with or without notice and with or without cause.

Nothing in this handbook or any other Organization document should be understood as creating a contract, guaranteed or continued employment, a right to termination only "for cause," or any other guarantee of continued benefits or employment. Only the Executive Director has the authority to make promises or negotiate with regard to guaranteed or continued employment, and any such promises are only effective if placed in writing, signed by the Executive Director and to the extent required approved by the Board of Commissioners.

If a written contract between you and the Organization is inconsistent with this handbook, the written contract is controlling.

Nothing in this handbook will be interpreted, applied, or enforced to interfere with, restrain, or coerce
employees in the exercise of their rights under Section 7 of the National Labor Relations Act.

2.0 Introductory Language and Policies

2.1 About the Company

TDA(TDA) is a quasi-governmental entity that is rooted in more than 50 years of the City of Tulsa’s history. Formed as the Tulsa Urban Renewal Authority in 1959, it sought to identify, remove and reinvigorate blighted areas through federal funds.

In 1974, the urban renewal funding program ended. However, over the subsequent decades, the Authority’s role was expanded to cover diverse areas including neighborhood improvement, code enforcement, flood area acquisition, and home rehabilitation. With the turn of the millennium (2000), TDA soon became more focused on land acquisition and sales for targeted economic development throughout the City of Tulsa.

TDA’s work is rooted in its core values which are as follows: to provide safe and sanitary housing, to eliminate blighted structures to attract redevelopment, to develop commercial real estate to create jobs; and to be consistent, fair and transparent in all we do. Every employee and team member is expected to exhibit the following character traits at all times: honesty, transparency, discipline, professionalism, courteousness, helpfulness, innovative thinking, courageous changemaking.

2.2 Company Facilities

The Tulsa Development Authority’s offices are located in the Lansing Building at 1216 N Lansing Ave, Tulsa, OK 74106.

2.3 Ethics Code

TDA will conduct business honestly and ethically. We strive to improve the quality of our services, the manner in which we deliver those services, and the resulting work we do to improve the City of Tulsa. TDA will establish and maintain a reputation for honesty, respect, responsibility, integrity, trust, and sound judgment. Our managers and employees are expected to adhere to high standards of professional and personal integrity as a representation of our business practices, at all times consistent with their duty of loyalty to the Organization.

We expect that officers, directors, and employees will not knowingly misrepresent the Organization and will not speak on behalf of the Organization unless specifically authorized. The confidentiality of matters involving our salaried employees, our executive Board sessions, the confidential commercially-sensitive information (i.e. financial reports from developers, development or related business strategies/plans, economic development strategies/plans, negotiations with developers or homeowners, executive Board discussions/minutes, etc.) handled by the Organization, or by our developers or strategic partners, is to be treated with appropriate discretion and only acknowledged, discussed or disseminated within the Organization on a needed to know basis and outside of the Organization upon approval of the Executive Director or the TDA General Counsel.

Violation of the TDA Code of Ethics can result in discipline, up to and including termination of employment. The degree of discipline imposed may be influenced by the existence of voluntary disclosure of any ethical violation and whether or not the violator cooperated in any subsequent investigation.
2.4 Mission Statement

TDA’s purpose is to promote revitalization of declining areas and encourage private and public reinvestment in economic growth in order to improve quality of life and to improve the City’s tax base through redevelopment and rehabilitation.

The mission of TDA is to improve and grow Tulsa using private and public resources to fund programs and projects that help neighborhoods and commercial centers to thrive and sustain growth and prosperity.

When we look to the future, our vision for TDA is that we will “Advance Economic Diversity” through renewal and development of attractive, healthy, and safe public and private places and also green spaces throughout the Tulsa community where people want to live, work and play.

2.5 Organization Policy

TDA is a public authority that is overseen by a Board of Commissioners who are appointed to 3-year terms by the Mayor of Tulsa pursuant to the TDA Bylaws. TDA strategically partners with and/or works closely alongside the members of the Economic Development team of the Mayor, members of the City of Tulsa Finance Department and other employees (Planning, Incog, Housing Authority, other Authorities) of the City of Tulsa, TDA’s day-to-day leadership currently consists of an Executive Director who works closely with outside General Counsel. Staff supporting the Executive Director is fewer than 5 individuals. All employees of TDA are supervised by the Executive Director. The Executive Director is supervised by the Chair of the Board or TDA General Counsel where the Chair of the Board is the Acting Executive Director.

3.0 Hiring and Orientation Policies

3.1 Conflicts of Interest

TDA is concerned with conflicts of interest that create actual or potential job-related concerns, especially in the areas of confidentiality, customer relations, safety, security, and morale. If there is any actual or potential conflict of interest between you and a competitor, supplier, distributor, or contractor to the Organization, you must disclose it to your Supervisor. If an actual or potential conflict of interest is determined to exist, the Organization will take such steps as it deems necessary to reduce or eliminate this conflict.

3.2 Employment of Relatives and Friends

We will not employ friends or relatives in circumstances where actual or potential conflicts may arise that could compromise supervision, safety, confidentiality, security, and morale at Tulsa Development Authority. It is your obligation to inform the Organization of any such potential conflict so the Organization can determine how best to respond to the particular situation.

3.3 Job Descriptions

TDA attempts to maintain a job description for each position. If you do not have a current copy of your job description, you should request one from your Supervisor.

Job descriptions prepared by the Organization serve as an outline only. Due to business needs, you may be required to perform job duties that are not within your written job description. Furthermore, the TDA may
have to revise, add to, or delete from your job duties on a day-to-day basis in order to meet the business needs of the Organization. On occasion, the Organization may need to revise job descriptions with or without advance notice to employees. You should follow all directions from management except where they place your health or safety in jeopardy.

If you have any questions regarding your job description or the scope of your duties, please speak with your Supervisor.

### 3.4 New Hires and Introductory Periods

The first ninety (90) days of your employment is considered an introductory period. During this period, you will become familiar with TDA and your job responsibilities, and we will have the opportunity to monitor the quality and value of your performance and make any necessary adjustments in your job description or responsibilities. Your introductory period with the Organization can be shortened or lengthened as deemed appropriate by your Supervisor. Completion of this introductory period does not imply guaranteed or continued employment. Nothing that occurs during or after this period should be construed to change the nature of the "at-will" employment relationship.

### 3.5 Training Program

In most cases, and for most departments, training employees is done on an individual basis by the department manager. Even if you have had previous experience in the specified functions of your job duties, it is necessary for you to learn our specific procedures, as well as the responsibilities of the specific position. If you ever feel you require additional training, consult your Supervisor.

### 3.6 Employment Authorization Verification

New hires will be required to complete Section 1 of federal Form I-9 on the first day of paid employment and must present acceptable documents authorized by the U.S. Citizenship and Immigration Services proving identity and employment authorization no later than the third business day following the start of employment with Tulsa Development Authority. If you are currently employed and have not complied with this requirement or if your status has changed, inform your Supervisor.

If you are authorized to work in this country for a limited period of time, you will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the Organization.

### 4.0 Wage and Hour Policies

#### 4.1 Attendance Policy

If you know ahead of time that you will be absent or late, you must personally provide reasonable advance notice to your Supervisor. You may be required to provide documentation of any medical or other excuse for being absent or late where permitted by applicable law.

Given the small size of TDA, it is critical that each employee have excellent attendance and always provide advance notice of an absence or tardy. Because being absent or tardy can severely inhibit the ability of TDA to provide its services, excessive absenteeism or tardiness can lead to disciplinary action, up to and including termination.

TDA reserves the right to apply unused vacation, sick time, or other paid time off to unauthorized absences where permitted by applicable law. Absences resulting from approved leave, vacation, or legal requirements are exceptions to the policy.
4.2 Business Expenses Policy

The purpose of this policy is to define approved nontravel business expenses and the authority for incurring and approving such expenses at Tulsa Development Authority.

Approved business expenses are the reasonable and necessary expenses incurred by employees to achieve legitimate business purposes that are not covered by normal Organization procurement processes.

**TDA Sponsored Events/Meetings**

The Organization pays for expenses necessary to achieve a valid business purpose. The Executive Director and/or the Office Administrator have a credit card (commonly referred to as a "purchase card" or "p-card") for the purpose of approved TDA-sponsored meetings of the Board or Staff.

**Technical and Training Seminars**

The Organization pays for expenses associated with enhancing job-related and business evolving skills. Prior approval must be obtained by the Executive Director.

**Gifts**

You may present gifts only under exceptional circumstances and with prior approval of the appropriate Company officer. The Organization does not reimburse cost over $25 for business gifts.

**Other Expenses**

The Organization will reimburse for mileage, postage and telephone expenses that are for a business purpose.

**Reporting**

Report approved expenses on the designated expense report form and include a description of the expense, its business purpose, date, place, and any participants from TDA. Include a copy of your receipt from the expense incurred. Approval from the Executive Director for the expense for which you seek reimbursement will be required. Reimbursement will be issued according to the standard payment practices of TDA or its designated third-party finance and accounting team.

4.3 Direct Deposit

TDA encourages all employees to enroll in direct deposit. If you would like to take advantage of direct deposit, ask the Office Administrator for an application form. Typically, the bank will begin the direct deposit of your payroll within 30 calendar days after you submit your completed application.

If you have selected the direct deposit payroll service, a written explanation of your deductions will be given to you on paydays described in the preceding sections in lieu of a check.

4.4 Introduction to Wage and Hour Policies

At TDA, compensation depends on a wide range of factors, including pay scale surveys, geographic location, quasi-government status of the organization, size of the organization, individual effort, budget approvals, and overall market forces for talent. If you have any questions about your compensation, including matters such as paid time off, commissions, overtime, benefits, or paycheck deductions, speak with the Executive Director.
4.5 Job Abandonment

If you fail to show up for work or fail to call in with an acceptable reason for the absence for a period of three consecutive days, you will be considered to have abandoned your job and voluntarily resigned from TDA.

4.6 Paycheck Deductions

TDA is required by law to make certain deductions from your pay each pay period. This includes income and unemployment taxes, Federal Insurance Contributions Act (FICA) contributions (Social Security and Medicare), and any other deductions required under law or by court order for wage garnishments. The amount of your tax deductions will depend on your earnings and the information you list on your federal Form W-4 and applicable state withholding form. You may also authorize voluntary deductions from your paycheck, including contributions for insurance premiums, retirement plans, or other available benefits or services. Your deductions will be reflected in your wage statement.

The Organization will not make deductions to your pay that are prohibited by federal, state, or local law. If you have any questions about deductions from your pay, contact your Supervisor. You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If an error is found, you will receive an immediate adjustment, which will be paid no later than your next regular payday.

4.7 Recording Time

TDA is required by applicable federal, state, and local laws to keep accurate records of hours worked by certain employees. To ensure that the Organization has complete and accurate time records and that employees are paid for all hours worked, nonexempt employees are required to record all working time using the current time-keeping method of the Organization. Exempt employees are also required to track days and/or time worked for the purpose regardless of whether it relates to the amount of their pay. Every employee must accurately record all hours worked. Speak with your Supervisor for specific instructions.

You must accurately record all of your time and must follow established Organization procedures for recording your hours worked. Time must be recorded as follows:

- Immediately before starting your shift.
- Immediately after finishing work, before your meal period.
- Immediately before resuming work, after your meal period.
- Immediately after finishing work.
- Immediately before and after any other time away from work (i.e. to go to a personal appointment, to handle a personal matter, etc.).

Time is to be recorded digitally on a daily basis and is to be submitted for approval on a weekly basis. If you are required to “clock in” using a computer or other digital recording method, you should clock in no more than five minutes ahead of your start time and clock out no later than five minutes after your quitting time.

Notify your Supervisor and the Office Administrator of any pay discrepancies, unrecorded or mis-recorded work hours, or any involuntarily missed meal or break periods.

Falsifying time entries is strictly prohibited. Falsifying time entries includes working “off the clock” (i.e. outside of your approved work hours). If you falsify your own time records, or the time records of co-workers, or if you work off the clock, you will be subject to discipline up to and including termination. Immediately report any employee, supervisor, or manager who falsifies your time entries or encourages or requires you to falsify your time entries or work “off the clock”. No manager or executive of TDA has the authority to order you to work without recording your hours.
4.8 Travel Expenses

The purpose of this policy is to define approved business travel expenses and the authority for incurring and approving such expenses at TDA. Travel expenses are the reasonable and necessary expenses incurred by employees when traveling on approved TDA business. Travel is limited to business activities for which other means of communication is inadequate and for which prior approval from your Supervisor has been received.

Advances

The Organization does not generally provide cash travel advances. Normally, you will be expected to use personal credit cards and/or your own cash and submit approved expenses on the standard Expense Report Form.

Travel Expenses

The Organization pays the actual amounts incurred for appropriate expenses when you are on travel assignments. Examples of typical expenses include the following:

- Mileage or airline tickets
- Meals and lodging
- Car rental, shuttle bus, uber, lyft, taxi, parking.
- Telephone
- Laundry and dry cleaning (trips exceeding one week only, unless emergency).
- Business supplies and services.
- Associated gratuities.
- Other expenses necessary to achieve the business purposes.

Family Members

The Organization will pay the travel expenses of spouses or other family members only when their presence is necessary to the business purpose of the trip and when approved in advance in writing by your Supervisor.

Air Travel

Use economy or tourist class airfares when traveling on Organization business. In addition, private, noncommercial aircraft or chartered aircraft is not to be used, and no more than two Organization officers should travel together on the same flight.

Airfares are to be charged to personal credit cards and subsequently submitted for reimbursement on a monthly expense report.

Hotels

Neither in-room movies nor refreshment bars are approved Organization expenses.

Insurance

The Organization does not pay for personal travel insurance for employees.

Rental Cars

You are to use rental firms having existing relationships with the Organization and, where feasible, have negotiated discount rates. Available reasonable transportation is to be used.

Personal Vehicles
When using your own vehicle for business purposes, you must maintain insurance coverage as required by law and may not have more than [2 points] on your driving record. Travel between your home and primary office is not considered to be business travel. You may not use your personal vehicle for business travel without authorization. Every attempt should be made to utilize the use of courier and delivery services in order to avoid hazard of liability and the time away from work. You will be reimbursed for vehicle use at the standard IRS mileage rate. The [President or Chief Executive Officer] must authorize any deviation from this policy.

**Reporting**

Report approved expenses and include a description of the expense, its business purpose, date, place, and the participants. Ordinary expenses should be reported in the week in which they occur, and expenses related to travel should be reported no later than one week after the travel concludes.

**Travel Reservations**

Airline travel, rental cars, and hotels must be booked through the corporate designated travel agency in order to be reimbursed.

### 4.9 Use of Employer Credit Cards

All employees in the possession of a credit card issued by TDA will adhere to the strictest guidelines of responsibility for the protection and proper use of that card. Credit card purchases related to Organization vehicle use (gas, oil, etc.) under $100 do not require prior approval. Credit card purchases for vehicle use over $100 and any other business purchases over $25 must receive prior approval from your Supervisor.

Submit all sales receipts generated by use of the Organization credit card [weekly/monthly] to your Supervisor [or appropriate department]. Your Organization credit card may not be used for personal reasons. Use of the Organization credit card is restricted to approved business-related expenses.

Any unauthorized purchases made with a credit card issued by the Organization will be the cardholder's responsibility. You must reimburse any such purchase to the Organization within [##] days.

Immediately report lost or stolen Organization cards to your Supervisor. Failure to follow this policy may result in disciplinary action up to and including discharge.

### 5.0 Performance, Discipline, Layoff, and Termination

#### 5.1 Criminal Activity/Arrests

TDA will report all criminal activity in accordance with applicable law. Involvement in criminal activity while employed by the Organization, whether on or off Organization property, may result in disciplinary action including suspension or termination of employment.

You are expected to be on the job, ready to work, when scheduled. Inability to report to work as scheduled may lead to disciplinary action, up to and including termination of employment, for violation of an attendance policy or job abandonment.

#### 5.2 Exit Interview

You may be asked to participate in an exit interview when you leave Tulsa Development Authority. The purpose of the exit interview is to provide management with greater insight into your decision to leave employment; identify any trends requiring attention or opportunities for improvement; and to assist the Organization in developing effective recruitment and retention strategies. Your cooperation in the exit interview process is greatly appreciated.
5.3 Open Door/Conflict Resolution Policy

TDA strives to provide a comfortable, productive, legal, and ethical work environment. To this end, we want you to bring any problems, concerns, or grievances you have about the work place to the attention of your Supervisor and, if necessary, to the Chair of the Board or TDA General Counsel. To help manage conflict resolution we have instituted the following problem solving procedure:

If you believe there is inappropriate conduct or activity on the part of the Organization, management, its employees, vendors, customers, or any other persons or entities related to the Organization, bring your concerns to the attention of your Supervisor at a time and place that will allow the person to properly listen to your concern. Most problems can be resolved informally through dialogue between you and your immediate Supervisor. If you have already brought this matter to the attention of your Supervisor before and do not believe you have received a sufficient response, or if you believe that person is the source of the problem, present your concerns to the TDA General Counsel, Board Chair or other Commissioner. Describe the problem, those persons involved in the problem, efforts you have made to resolve the problem, and any suggested solution you may have. Where appropriate, an independent investigation of the matter will be initiated in response in order to resolve the conflict. Where appropriate, action will be taken to correct behaviors, teach and train on appropriate conduct, mitigate any adverse impact of the conflict, reduce the likelihood of a future conflict and put in place appropriate measures to monitor or prevent future conflicts of a similar nature from arising.

5.4 Outside Employment

Outside employment that creates a conflict of interest or that affects the quality or value of your work performance or availability at TDA is prohibited. The Organization recognizes that you may seek additional employment during off hours, but in all cases expects that any outside employment will not affect your attendance, job performance, productivity, work hours, or scheduling, or would otherwise adversely affect your ability to effectively perform your duties or in any way create a conflict of interest. You should report all outside employment to your supervisor before commencing the work so that it can be determined if that job will conflict with your duties and obligations to the Organization. Failure to adhere to this policy may result in discipline up to and including termination.

5.5 Pay Raises

Depending on financial health and other Organization factors, efforts will be made to give pay raises or issue performance bonuses consistent with TDA budgets, job performance, and changes over time to the consumer price index. The Organization may also choose to grant individual pay raises based on merit or due to a change of job position.

5.6 Performance Improvement

TDA will make efforts to periodically review your work performance. The performance improvement process will take place as business needs dictate. You may specifically request that your Supervisor assist you in developing a performance improvement plan at any time.

The performance improvement process is a means for increasing the quality and value of your work performance. Your initiative, effort, attitude, job knowledge, and other factors will be addressed. You must understand that a positive job performance review does not guarantee a pay raise or continued employment. Pay raises and promotions are based on numerous factors, only one of which is job performance.
5.7 Post-Employment References

TDA policy is to confirm dates of employment and job title only. With written authorization, the Organization will confirm compensation. Forward any requests for employment verification to the designated Office Administrator.

5.8 Promotions

To match you with the job for which you are best suited and to meet the business needs of TDA, you may be transferred from your current job. It is our policy to promote from within only when the most qualified candidate is available. Promotions are made on an equal opportunity basis according to employees possessing the needed skills, education, experience, and other qualifications that are required for the job. All employees promoted into new job positions will undergo a 90-day introductory period as described in the New Hires and Introductory Periods policy. Unlike new hires, however, such employees will continue to receive Organization benefits for which they are eligible.

5.9 Resignation Policy

TDA hopes that your employment with the Organization will be a mutually rewarding experience; however, the Organization acknowledges that varying circumstances can cause you to resign employment. The Organization intends to handle any resignation in a professional manner with minimal disruption to the workplace.

Notice

The Organization requests that you provide a minimum of [two weeks’] notice of your resignation. [If you are a Supervisor, you are requested to provide a minimum of [four weeks’] notice.] Provide a written resignation letter to your Supervisor. If you provide less notice than requested, the Organization may deem you to be ineligible for rehire, depending on the circumstances of the notice given.

The Organization reserves the right to provide you with pay in lieu of notice in situations where job or business needs warrant.

Final Pay

The Organization will pay separated employees in accordance with applicable laws and other sections of this handbook. Notify the Organization if your address changes during the calendar year in which resignation occurs to ensure tax information is sent to the correct address.

Return of Property

Return all Organization property at the time of separation, including cellphones, keys, tools, office supplies or equipment, laptops, credit cards, passwords, etc.. Failure to return some items may result in deductions from your final paycheck where state law allows. In some circumstances, the Organization may pursue criminal charges for failure to return Organization property.

5.10 Standards of Conduct

TDA wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all our employees, clients, customers, and other stakeholders. We all share in the responsibility of improving the quality of our work environment. By deciding to work here, you agree to follow our rules.

While it is impossible to list everything that could be considered misconduct in the workplace, what is outlined here is a list of common-sense infractions that could result in discipline, up to and including immediate termination of employment. This policy is not intended to limit our right to discipline or discharge
employees for any reason permitted by law.

Examples of inappropriate conduct include:

- Violation of the policies and procedures set forth in this handbook.
- Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances.
- Possessing or being under the influence of alcohol during working hours on Organization property (including in Organization vehicles), or while engaging in or being on Organization business.
- Inaccurate reporting of the hours worked by you or any other employees.
- Providing knowingly inaccurate, incomplete, or misleading information when speaking on behalf of the Organization or in the preparation of any employment-related documents including, but not limited to, job applications, personnel files, employment review documents, intra-company communications, or expense records.
- Taking or destroying Organization property.
- Possession of potentially hazardous or dangerous property (where not permitted) such as firearms, weapons, chemicals, etc., without prior authorization.
- Fighting with, or harassment of (as defined in our EEO policy), any fellow employee, vendor, or customer.
- Disclosure of privileged, confidential or commercially-sensitive information of the Organization or its developers, the Office of the Mayor, the City of Tulsa, contractors, suppliers, or vendors.
- Refusal or failure to follow directions or to perform a requested or required job task.
- Refusal or failure to follow safety rules and procedures.
- Excessive tardiness or absences.
- Smoking in non-designated areas.
- Working unauthorized overtime.
- Solicitation of fellow employees on Organization premises during working hours.
- Failure to dress according to Organization policy.
- Use of obscene or harassing (as defined by our EEO policy) language in the workplace.
- Engaging in outside employment or volunteer services that interferes with your ability to perform your job at this Organization.
- Gambling on Organization premises.
- Lending keys or keycards to Organization property to unauthorized persons.

Nothing in this policy is intended to limit your rights under the National Labor Relations Act, or to modify the at-will employment status where at-will is not prohibited by state law.

5.11 Transfers

TDA may transfer your employment from one position to another with or without notice, as required by production or service needs, or upon request by you and with management approval. Transfers in excess of 90 days may be considered final and your paycheck may be increased or decreased consistent with the pay scale for your new position.

5.12 Workforce Reductions (Layoffs)

If necessary, based upon business needs, TDA may decide to implement a reduction in force (RIF). We acknowledge that RIFs can be a trying experience for all involved, and the Organization will make its best effort to make sound business decisions while acknowledging the needs of its workforce. Please note that elimination of an existing position that is no longer needed at the Organization is not the same as a reduction in workforce.
6.0 General Policies

6.1 Computer Security and Copying of Software

Software programs purchased and provided by TDA are to be used only for creating, researching, and processing materials for Organization use. By using Organization hardware, software, and networking systems you assume personal responsibility for their use and agree to comply with this policy and other applicable Organization policies, as well as city, state, and federal laws and regulations.

All software acquired for or on behalf of the Organization, or developed by Organization employees or contract personnel on behalf of the Organization, is and will be deemed Organization property. It is the policy of the Organization to respect all computer software rights and to adhere to the terms of all software licenses to which the Organization is a party. The Executive Director is responsible for enforcing these guidelines.

You may not illegally duplicate any licensed software or related documentation. Unauthorized duplication of software may subject you and/or the Organization to both civil and criminal penalties under the United States Copyright Act. To purchase software, obtain your manager's approval. All software acquired by the Organization must be purchased through the Executive Director.

You may not duplicate, copy, or give software to any outsiders including clients, contractors, customers, and others. You may use software on local area networks or on multiple machines only in accordance with applicable license agreements entered into by the Organization. You may not download software to TDA computers without the specific authorization of your direct supervisor.

6.2 TDA Sponsored Social Events

TDA may hold a social event (lunch, breakfast, etc.) for employees or employees may be invited to attend business events in the community as a result of your association with TDA. Be advised that your attendance at these events is voluntary and does not constitute part of your work-related duties. Any exceptions to this policy must be in writing and signed by a Supervisor prior to the event. Alcoholic beverages will not be made available by TDA at these events. If you choose to drink alcoholic beverages, you must do so in a responsible manner. Do not drink and drive to or from any TDA Sponsored Social Event or Business Event. Instead, please call a taxi or appoint a designated driver.

6.3 Employer-Provided Cell Phone/Mobile Device Policy

TDA may issue certain employees of the Organization a cell phone/mobile device for work-related communications and/or operations. If you drive a vehicle during your employment, you may not use any cell phone/mobile device or other communication device while driving unless the device is equipped or configured with a “hands-free” listening/speaking option, and you in fact utilize the hands-free device.

We understand that you may use the cell phone/mobile device for personal use; however, such personal use should not exceed the plan allowance. When the cell phone/mobile device is used for personal reasons and the activity results in additional cost to the Organization, you are responsible for the cost of that usage, including all applicable taxes unless prohibited by law.

The Organization owns and remains entitled to all cell phone/mobile devices issued to employees, including all passwords controlling access to them. The Organization also controls all phone numbers of cell phones issued to employees and those phone numbers remain with the organization upon termination of employment. You may not change those passwords except with permission. At the time of employment termination, all such equipment and passwords must be returned to the Organization in operable condition.

Violation of this policy may result in discipline, up to and including termination of employment.
6.4 Non-solicitation/Non-distribution Policy

To avoid disruption of business operations or disturbance of employees, visitors, and others, TDA has implemented a Non-solicitation/Non-distribution Policy. For purposes of this policy, "solicitation" includes, but is not limited to, selling items or services, requesting contributions, and soliciting or seeking to obtain membership in or support for any organization. Solicitation performed through verbal, written, or electronic means is covered by the Non-solicitation/Non-distribution Policy.

You are prohibited from soliciting other employees during your assigned working time. For this purpose, working time means time during which either you or the employees who are the object of the solicitation are expected to be actively engaged with assigned work. You may conduct solicitations during your lunch period, coffee breaks, or other authorized nonworking time, so long as you do so when the other employees are also on nonworking time.

To avoid inappropriate litter, clutter, and safety risks, you may not distribute literature or other items that are not work related in working areas at any time. Working areas do not include break/rest areas, or parking lots. Electronic distribution of materials is prohibited during work time. Literature that violates the company's equal employment opportunity (EEO) and non-harassment policies (including threats of violence), or is knowingly and recklessly false, is never permitted. Non-employees are not permitted to distribute materials on company premises at any time.

This policy is not intended to restrict the statutory rights of employees, including the right to discuss terms and conditions of employment.

Violations of this policy should be reported to your Supervisor.

6.5 Off-Duty Use of Employer Property or Premises

You may not use TDA property for personal use during working time. You are responsible for returning Organization property in good condition and repairing or replacing any property damaged as the result of personal use or as the result of negligence. This includes use of copy machines, computers, Organization products, or office supplies for personal use without prior authorization.

It is Organization policy to control off duty and nonworking hour use of Organization facilities either for business or personal reasons. You are prohibited from using Organization facilities during off duty or nonworking hours without the written consent of your Supervisor. If you use Organization facilities during your off-duty hours or Organization off-hours, you may be required to sign a log-in and log-out sheet maintained by the Organization or Office Administrator.

6.6 Personal Appearance

Your personal appearance reflects on the reputation, integrity, and public image of Tulsa Development Authority. All employees are required to report to work neatly groomed and professionally dressed. You are expected to maintain personal hygiene habits that are generally accepted in the community, including clean clothing, good grooming and personal hygiene, and appropriate attire for the workplace and the work being performed. Face and neck piercings or tattoos are not allowed. Ear piercing must be professional in appearance and appropriate given the workplace environment. Use common sense and good judgment in determining what to wear to work.

Fragrant products, including but not limited to perfumes, colognes, and scented body lotions or hair products, should be used in moderation out of concern for others with sensitivities or allergies.

The Organization, in accordance with applicable law, will reasonably accommodate employees with disabilities, cultural or religious beliefs that make it difficult for them to comply fully with the personal appearance policy unless doing so would impose an undue hardship on the Organization. Contact your Supervisor to discuss or request any reasonable accommodation.
Failure to comply with the personal appearance standards may result in being sent home to groom or change clothes. Frequent violations may result in disciplinary action, up to and including termination of employment.

6.7 Personal Cell Phone/Mobile Device Use

While TDA permits employees to bring personal cell phones and other mobile devices (i.e. smart phones, tablets, laptops) into the workplace, you must not allow the use of such devices to interfere with your job duties or impact workplace safety and health.

Use of personal cell phones and mobile devices at work can be distracting and disruptive and cause a loss of productivity. Thus, you should primarily use such personal devices during nonworking time, such as breaks and meal periods. During this time, use devices in a manner that is courteous to those around you. Outside of nonworking time, use of such devices should be minimal and limited to emergency use only. If you have a device that has a camera and/or audio/video recording capability, you are restricted from using those functions on Organization property unless authorized in advance by management or when they are used in a manner consistent with your right to engage in concerted activity under section 7 of the National Labor Relations Act (NLRA).

You are expected to comply with Organization policies regarding the protection of confidential and proprietary information when using personal devices.

While operating a vehicle on work time, the Organization requires that the driver's personal cell phone/mobile device be turned off. If you need to make or receive a phone call while driving, pull off the road to a safe location unless you have the correct hands-free equipment for the device that is in compliance with applicable state laws.

You may not connect your personal device to the Organization network or to Organization equipment (computers, printers, etc.) unless expressly authorized. Where authorized, no workplace records or information will be downloaded to your personal device, and no personal records or information will be uploaded from your personal device.

You may have the opportunity to use your personal devices for work purposes. Before using a personal device for work-related purposes, you must obtain written authorization from the Executive Director. The use of personal devices is limited to certain employees and may be limited based on compatibility of technology. To ensure the security of Organization information, all personal devices must adhere to the current security protocols of the Organization. All organization information will be removed by the Organization from your personal device upon termination of employment. Removal of such information by an employee upon termination of employment is strictly prohibited and will be treated as theft or destruction of property belonging to the Organization. If you are not provided a business device and are instead authorized to use a personal device, you will receive a monthly stipend based on the estimated use of the device. If you obtain or currently have a plan that exceeds the monthly stipend, the Organization will not be liable for the cost difference.

Nothing in this policy is intended to prevent employees from engaging in protected concerted activity under the National Labor Relations Act (NLRA). You will be subject to disciplinary action up to and including termination of employment for violation of this policy.

6.8 Personal Data Changes

It is your obligation to provide TDA with your current contact information, including current mailing address and telephone number. Inform the Organization of any changes to your marital or tax withholding status. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings. To make changes to this information, contact the Office Administrator.
6.9 Security

All employees are responsible for helping to make TDA a secure work environment. Upon leaving work, lock all desks, lockers, and doors protecting valuable or sensitive material in your work area and report any lost or stolen keys, passes, or similar devices to your Supervisor immediately. Refrain from discussing specifics regarding Organization security systems, alarms, passwords, etc. with those outside of the Organization.

Immediately advise your Supervisor of any known or potential security risks and/or suspicious conduct of employees, customers, or guests of the Organization. Safety and security is the responsibility of all employees and we rely on you to help us keep our premises secure.

6.10 Social Media Policy

At TDA, we recognize the Internet provides unique opportunities to participate in interactive discussions and share information using a wide variety of social media. However, use of social media also presents certain risks and carries with it certain responsibilities. To minimize risks to the Organization, you are expected to follow our guidelines for appropriate use of social media.

This policy applies to all employees who work for the Organization.

Guidelines

For purposes of this policy, social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether associated or affiliated with the Organization, as well as any other form of electronic communication.

Organization principles, guidelines, and policies apply to online activities just as they apply to other areas of work. Ultimately, you are solely responsible for what you communicate in social media. You may be personally responsible for any litigation that may arise should you make unlawful defamatory, slanderous, or libelous statements against any customer, manager, owner, or employees of the Organization.

Know and Follow the Rules

Ensure your postings are consistent with these guidelines. Postings that include unlawful discriminatory remarks, harassment, and threats of violence or other unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

Be Respectful

The Organization cannot force or mandate respectful and courteous activity by employees on social media during nonworking time. If you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as unlawful, slanderous, threatening, or that might constitute unlawful harassment. Examples of such conduct might include defamatory or slanderous posts meant to harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, age, national origin, religion, sexual orientation, sexual identity, veteran status, or any other status or class protected by law or Organization policy. Your personal posts and social media activity should not reflect upon or refer to the Organization.

Maintain Accuracy and Confidentiality

When posting information:

- Maintain the confidentiality of trade secrets, intellectual property, privileged and/or confidential commercially-sensitive information related to the Organization.
- Do not create a link from your personal blog, website, or other social networking site to a Organization website that identifies you as speaking on behalf of the Organization.
- Never represent yourself as a spokesperson for the Organization. If the Organization is a subject of the content you are creating, do not represent yourself as speaking on behalf of the Organization. Make it clear in your social media activity that you are speaking on your own behalf.
- Respect copyright, trademark, third-party rights, and similar laws and use such protected information in compliance with applicable legal standards.

**Using Social Media at Work**

Do not use social media while on your work time, unless it is work related as authorized by your manager or consistent with policies that cover equipment owned by the Organization.

**Media Contacts**

If you are not authorized to speak on behalf of the Organization, do not speak to the media on behalf of the Organization. Direct all media inquiries for official Organization responses to the Executive Director.

**Retaliation and Your Rights**

Retaliation or any other negative action is prohibited against anyone who, based on a reasonable belief, reports a possible deviation from this policy or cooperates in an investigation. Those who retaliate against others for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Nothing in this policy is designed to interfere with, restrain, or prevent employees from communications regarding wages, hours, or other terms and conditions of employment, or to restrain employees in exercising any other right protected by law. All employees have the right to engage in or refrain from such activities.

6.11 **Third Party Disclosures**

From time to time, TDA may become involved in news stories or potential or actual legal proceedings of various kinds. When that happens, lawyers, former employees, newspapers, law enforcement agencies, and other outside persons may contact our employees to obtain information about the incident or the actual or potential lawsuit.

If you receive such a contact, you should not speak on behalf of the Organization and should refer any call requesting the position of the Organization to the Executive Director. If you have any questions about this policy or are not certain what to do when such a contact is made, contact the Executive Director.

6.12 **Use of Company Technology and Digital Media**

This policy is intended to provide TDA employees with the guidelines associated with the use of the Organization’s information technology (IT) resources and communications systems.

This policy governs the use of all IT resources and communications systems owned by or available at the Organization, and all use of such resources and systems when accessed using your own devices, including but not limited to:

- Email systems and accounts.
- Internet and intranet access.
- Telephones and voicemail systems, including wired and mobile phones, smartphones, and pagers.
- Printers, photocopiers, and scanners.
- Fax machines, e-fax systems, and modems.
- Servers
• All other associated computer, network, and communications systems, hardware, peripherals, and software, including network key fobs and other devices.
• Cameras, photographs, and all other physical security systems and devices, including access keys.
• Digital media, including social media, website, or otherwise.

**General Provisions**

Organization IT resources and communications systems are to be used for business purposes only unless otherwise permitted under applicable law.

All content maintained in Organization IT resources and communications systems are the property of the Organization. Therefore, employees should have no expectation of privacy in any message, file, data, document, facsimile, telephone conversation, social media post, conversation, or any other kind or form of information or communication transmitted to, received, or printed from, or stored or recorded on Organization electronic information and communications systems.

The Organization reserves the right to monitor, intercept, and/or review all data transmitted, received, or downloaded over Organization IT resources and communications systems in accordance with applicable law. Any individual who is given access to the system is hereby given notice that the Organization will exercise this right periodically, without prior notice and without prior consent.

The interests of the Organization in monitoring and intercepting data include, but are not limited to: protection of Organization trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.); managing the use of the computer system; and/or assisting employees in the management of electronic data during periods of absence.

You should not interpret the use of password protection as creating a right or expectation of privacy, nor should you have a right or expectation of privacy regarding the receipt, transmission, or storage of data on Organization IT resources and communications systems.

Do not use Organization IT resources and communications systems for any matter that you would like to be kept private or confidential.

**Violations**

If you violate this policy, you will be subject to corrective action, up to and including termination of employment. If necessary, the Organization will also advise law enforcement officials of any illegal conduct.

6.13 Workplace Privacy and Right to Inspect

TDA property, including but not limited to lockers, phones, computers, tablets, desks, work place areas, vehicles, or machinery, remains under the control of the Organization and is subject to inspection at any time, without notice to any employees, and without their presence.

You should have no expectation of privacy in any of these areas. We assume no responsibility for the loss of, or damage to, your property maintained on Organization premises including that property kept in desks, drawers or other office storage bins.

7.0 Benefits

The following section describes the current benefits offered by TDA. Business conditions may change and require the modification or elimination of benefits, and TDA retains the unilateral authority to change or eliminate all benefits described herein upon notice to you. Any change to the benefits described below will be prospective only, and will not affect any accrued but unused benefits. Some of the benefits described
below are governed by plans maintained by administrators or insurers, and in the event of a conflict between this Handbook and the plan, the terms of the applicable plan will control.

7.1 401(k) Plan

Eligible employees (as determined by the terms of the plan) may participate in the TDA401(k) plan. The Organization provides for employee pre-tax deferral contributions, after-tax Roth contributions and also provides for employer matching funds of 4% for each dollar you contribute up to a maximum Organization contribution of 4% per pay period. Refer to the TDA Summary Plan Description (SPD) for specifics. Contact the TDA Office Administrator to find out if you are eligible to participate in the Organization 401(k) plan. The Organization is required to let you know if you are eligible.

This benefit, as well as other benefits, may be canceled or changed at the discretion of the Organization, unless otherwise required by law.

7.2 Bereavement Leave

TDA recognizes the importance of taking leave when there is a death in the family. Where bereavement leave is not required by law, the Organization will provide bereavement leave as follows: All employees who have completed 90 days of service are eligible for up to 3 days of unpaid bereavement leave for the death of an immediate family member. Additional unpaid time off may be granted at the discretion of the Organization on a case-by-case basis.

For purposes of this policy, immediate family member includes the following and applies both to the family of the employee and the employee's spouse: [[child (including foster child and stepchild), spouse, sister, brother, parents (including foster parents and stepparents), grandparents]].

You must provide notice of your need for bereavement leave as far in advance as possible. The Organization may require documentation supporting your need for bereavement leave.

7.3 Dental Insurance

All regular full-time employees who have completed 90 days of employment at TDA are eligible for the Organization dental plan. Dental plan benefits are described in detail in the Summary Plan Description (SPD).

7.4 Employee Assistance Program (EAP)

TDA provides confidential assistance through its employee assistance program (EAP) to all eligible employees and their family members/dependents. The EAP provides confidential access to professional counseling services for help with personal concerns that may impact job performance. These concerns may include, but are not limited to, health, marital, family, financial, legal, emotional, alcohol abuse, and drug use. The EAP can help assess the problem, offer guidance, and provide a referral to quality care.

Voluntary participation in the EAP will not jeopardize your opportunities for promotion or employment. You can contact the EAP directly. Any information about your contact, participation, or any recommended treatment is confidential and will not be disclosed to the Organization.

In certain circumstances, you may be referred to the EAP by your Supervisor due to job performance issues.

TDA maintains a Drug Free Workplace Program (“DFWP”) and a copy of that program is given to each employee. TDA expects its employees to refrain from consuming drugs or alcohol while on duty, and to refrain from working under the influence of drugs and alcohol. In order to provide a safe workplace, TDA
may test applicants before hire, and may test employees on a random basis, as a condition of returning to work from leave, on reasonable suspicion, post-accident, and post rehabilitation. Please refer to the DFWP if you have any questions.

If you test positive on an alcohol and/or drug test, you may be referred to the EAP for assessment and rehabilitation recommendations. Your decision to participate in the recommended treatment, successful completion of the program, and additional treatment recommendations will be communicated to the Organization.

EAP services are available to eligible participants without charge; however, the cost of referrals to treatment or rehabilitation is your responsibility if it is not completely covered by insurance. EAP services can be initiated by contacting the EAP service provider.

7.5 Employer-Sponsored Disability Benefits

[INTENTIONALLY LEFT BLANK. THIS BENEFIT IS NOT AVAILABLE.]

7.6 Exempt Personnel

If you are classified as exempt at the time of your hiring, you are not eligible for overtime pay as otherwise required by federal, state, or local laws. If you have a question regarding whether you are exempt or nonexempt, contact your Supervisor for clarification.

7.8 Health Insurance Policy

TDA offers group health insurance benefits to all eligible full-time employees who have completed (90) days of employment. Health plan benefits are described in detail in the Summary Plan Description (SPD), which may be obtained from the TDA Office Administrator.

Your group health benefits are paid in part by the Organization. The remainder of the costs are paid by you through deductions from your paycheck.

Benefits may be canceled or changed at the discretion of the Organization, unless otherwise prohibited by law.

If you or a dependent become ineligible for benefits due to a change in work hours or through a life event, or you leave employment with us, you may have the right to continue your health benefits under federal or state law. In such event, the Organization will provide you with information about your rights to continue your benefits coverage.

7.9 Holidays

TDA offers the following paid holidays each year: President’s Day, Martin Luther King Day, Memorial Day, 4th of July, Labor Day, Thanksgiving and the day immediately following Thanksgiving, Christmas Day, New Year’s Day. When a holiday falls on a Saturday, it will be observed the preceding Friday. Holidays falling on a Sunday will be observed the following Monday. If a holiday falls on your regular day off, ask your Supervisor how it affects you. You will be compensated for holidays in accordance with federal and state law. Holiday hours do not count as hours worked for the purpose of computing overtime.

7.10 Life Insurance

[INTENTIONALLY LEFT BLANK. THIS BENEFIT IS NOT AVAILABLE.]
7.11 Nonexempt Personnel

If you are classified as nonexempt at the time of your hiring, you will be eligible for minimum wage and overtime pay in accordance with federal, state, and local laws. If you have a question regarding whether you are exempt or nonexempt, contact your Supervisor for clarification.

7.12 Paid Time Off (PTO)

In addition to the paid holidays listed above, TDA provides employees with paid time off (PTO). PTO may be used for vacation, sick time, or other personal matters.

**Eligibility**

All full-time regular employees begin to accrue PTO upon the start of their employment, and are eligible to use their PTO upon completion of the introductory period.

**Deposits Into Your Leave Account**

PTO is calculated and accrued according to the fiscal year which begins on July 1 and ends on June 30.

The amount of PTO received each year is based on your length of service and [is granted in a lump sum at the beginning of each year/accrues according to an accrual schedule determined by the Organization up to a maximum annual grant as shown below]:

- First year of employment: 7 days (56 hours) annually.
- Second and third year of employment: 10 days (80 hours) annually.
- Third through fifth year of employment: 12 days (96 hours) annually.
- Over five years of employment: 15 days (120 hours) annually.

Part-time regular employees who regularly work 25 hours a week or more receive PTO time in proportion to their work schedule.

PTO granted during your first year of employment will be prorated based on your hire date.

**Leave Usage and Requests for Leave**

TDA encourages all personnel to use PTO time. This time is intended for you to take time away from work and from your responsibilities. You are eligible to begin using PTO immediately upon hire/upon completion of your introductory period/as soon as it is received/after # days of employment.

You must request PTO from your Supervisor as far in advance as possible, but at least 30 days in advance. The Organization will generally grant requests for PTO when possible, taking business needs into consideration. When multiple employees request the same time off, their length of employment or business needs may determine priority in scheduling PTO.

You must take PTO in increments of at least 1 hour.

**During a Leave of Absence**

TDA may require you to use any unused PTO during disability or family medical leave, or any other leave of absence, where permissible under local, state, and federal law. You will not accrue PTO during unpaid leaves of absence, or other periods of inactive service, unless PTO accrual is required by applicable federal, state, or local law. During a leave of absence, employees will be asked to not engage in any activities on behalf of the Organization.

**Carryover**
Up to ½ of your total annual accrual of PTO that is accrued but unused at the end of the fiscal year can be carried over for use in the following fiscal year.

Separation of Employment

Upon separation of employment for any reason, you will be paid for earned but unused PTO time.

7.13 Pension and Profit-Sharing Plan

[INTENTIONALLY LEFT BLANK – NOT AN AVAILABLE BENEFIT].

7.14 Personal Leave of Absence

TDA recognizes that you may need time off from work in special circumstances that other leave policies may not address. In such cases, you may request a personal leave of absence.

Eligibility

All regular, full-time employees employed for at least 5 consecutive years are eligible to apply for an unpaid personal leave of absence.

Requesting Leave

Requests for unpaid personal leave must be submitted to your Supervisor [[and/or appropriate department]] in writing at least 90 days in advance where practical. In emergency situations, written notice must be provided as soon as possible. The request should include the reason for the leave as well as the dates you expect to begin and end the leave. Included should be a plan of action for how you will transition the workload to an alternative person.

Job performance, absenteeism, and departmental requirements will be taken into consideration before a request is approved. Requests for unpaid personal leave may be denied or granted for any reason and are within the sole discretion of the Organization.

You will be required to use all available paid leave balances prior to taking an unpaid personal leave of absence. Sick leave, PTO, vacation time, seniority, or other benefits]] will not accrue during an unpaid personal leave of absence. Holidays that occur during an unpaid personal leave of absence will not be paid. If you are granted a personal leave of absence, reinstatement to your position or any position is not guaranteed.

Benefits While on Leave

Your Organization-provided health benefits will be continued at the same level and under the same conditions as prior to the leave, for up to [# weeks/months as shown in the benefit plan document]. You are responsible for payment of your portion of the insurance premium while on personal leave.

If you fail to pay your premium payment in a timely manner, the Organization will provide you with information about your rights under COBRA and/or applicable state continuation coverage policies.]]

Extension of Leave

You are required to return from unpaid personal leave on the originally scheduled return date. If you are unable to return, you must request an extension of the leave in writing at least [[# days/weeks]] in advance of the return date. Leave extensions will be considered on a case-by-case basis. If the Organization denies the extension request, you must return to work on the originally scheduled return date or be considered to have voluntarily resigned from your employment.
Return to Work

In advance of your scheduled return date, [[your Supervisor or appropriate department]] will arrange for you to resume your previous position, if available. However, the Organization's need to fill a position may override the ability to hold a position open until your return. Therefore, we cannot assure our ability to reinstate you to any position after your leave. The Organization retains the discretion to determine the similarity of any available positions and your qualifications. If we are unable to reinstate you or you refuse the offer of reinstatement to a different position, your leave status will be changed to a voluntary termination.

Failure to Return from Leave

If you fail to return to work after an unpaid leave of absence, you will be considered to have resigned your employment.

Alternative Employment

While on an unpaid leave of absence, you may not work or be gainfully employed either for yourself or others unless express, written permission to perform such outside work has been granted by the Organization. If you are on a leave of absence and are found to be working elsewhere without permission, you will be subject to disciplinary action up to and including termination.

7.15  Regular Full-Time Personnel

Regular full-time employees are those who have completed their introductory period and are regularly scheduled to work more than 30 hours per week. Unless stated otherwise or specifically permitted by law, all the benefits provided to employees at TDA, except for PTO, are for regular full-time employees only. This includes holiday pay, health insurance, and other benefits coverage.

7.16  Regular Part-Time Personnel

All employees who work fewer than 30 hours per week are considered part time. Part-time employees are not eligible for TDA benefits unless specified otherwise in this handbook, in the benefit plan summaries, or specifically permitted by law.

7.17  Sick Pay

TDA allows its regular full-time employees who have completed their introductory period [#] sick days per calendar year. Notify your Supervisor as far in advance as possible if you are going to take sick time off. There may be occasions, such as sudden illness, when you cannot notify your Supervisor in advance. In those situations, provide notification of your circumstances as soon as possible. You may also be requested to provide a certificate of illness to your Supervisor.

You may use sick leave benefits for dental or doctor visits or to care for immediate family members who are sick. There may also be state mandated use of sick time. Unused sick days may not be converted to a cash payment. You may be required to use available sick leave during family and medical leave, disability leave, or other leave.

[[Sick time accumulation will be capped at a total of [#] days per year.]] Unused sick leave will not be paid to a departing employee at the time of termination.

7.18  Temporary Personnel

Temporary employees are hired for a specific period or specific work project, not to exceed 12 months in duration. TDA reserves the right to extend the duration of temporary employment where necessary.
Temporary employees are not eligible for benefits unless specified otherwise in this handbook or in the benefit plan summaries, or specifically permitted by law.

7.19 Unemployment Compensation Insurance Policy

Unemployment compensation insurance is paid for by TDA and provides temporary income for employees who have lost their job under certain circumstances. Your eligibility for unemployment compensation will, in part, be determined by the reasons for your separation from the Organization.

7.20 Vacation Policy

[See PAID TIME OFF].

7.21 Vision Care Insurance

All regular full-time employees who have completed [90 days] of employment at TDA are eligible for the Organization vision care plan. Vision care plan benefits are described in detail in the Summary Plan Description (SPD).

7.22 Workers’ Compensation Insurance Policy

Workers’ compensation is a no-fault system designed to provide benefits to all employees for work-related injuries. Workers’ compensation insurance coverage is paid for by employers and governed by state law. The workers’ compensation system provides for coverage of medical treatment and expenses, occupational disability leave, and rehabilitation services, as well as payment for lost wages due to work-related injuries. If you are injured on the job while working at Tulsa Development Authority, no matter how slightly, you are to report the incident immediately to your Supervisor. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim for benefits.

To receive workers’ compensation benefits, notify your Supervisor immediately of your claim. If your injury is the result of an on-the-job accident, you must fill out an accident report. You will be required to submit a medical release before you can return to work.

7.23 Emergency Paid Sick Leave Policy (COVID-19)

TDA provides eligible employees with emergency paid sick leave under certain conditions between April 1, 2020 and December 31, 2020 under the Emergency Paid Sick Leave Act, which is part of the Families First Coronavirus Response Act (FFCRA).

Eligibility

All employees are eligible for emergency paid sick leave.

Reason for Leave

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

1. You are subject to a federal, state, or local quarantine or isolation order related to COVID-19;
2. You have been advised by a health care provider to self-quarantine because of COVID-19;
3. You are experiencing symptoms of COVID-19 and are seeking a medical diagnosis;
4. You are caring for an individual or are advised to quarantine or isolate;
5. You are caring for a child whose school or place of care is closed, or whose childcare provider is unavailable, due to COVID-19 precautions; or
6. You are experiencing substantially similar conditions as specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury.

**Potential Exemption**

The Organization, as a small business with fewer than 50 employees, under certain circumstances, may need to deny emergency paid sick leave under this policy if granting such leave would jeopardize the viability of the Organization's business as an ongoing concern. The Organization is exempt from the requirement of providing emergency paid sick leave to care for your son or daughter whose school or place of care is closed, or whose child care is unavailable, for COVID-19 related reasons when:

- Such paid leave would cause the Organization's expenses and financial obligations to exceed available business revenue and cause the Organization to cease operating at a minimal capacity;
- The absence of those requesting such leave would pose a substantial risk to the financial health or operational capacity of the Organization because of their specialized skills, knowledge of the business, or responsibilities; or
- The Organization cannot find enough other workers who are able, willing, and qualified and who will be available at the time and place needed, to perform the labor or services those requesting leave provide, and these labor and services are needed for the Organization to operate at a minimum capacity.

**Duration/Compensation**

Full-time employees are entitled to up to 80 hours of paid sick leave for qualifying events. Part-time employees are entitled to take the number of hours they would normally be scheduled to work during a two-week period.

For employees with varying hours, one of the following methods for determining the number of hours paid will be used:

- If the individual has worked six months or more, the average number of hours that the individual was scheduled per day over the six-month period ending on the date on which the individual takes leave, including hours for which they took leave of any type.
- If the individual has worked less than six months, the expected number of hours to be scheduled per day at the time of hire.

The rate of your pay depends on your reason(s) for taking leave. If you:

- Are subject to a federal, state, or local quarantine or isolation order related to COVID-19, pay is at the greater of your regular rate or the applicable minimum wage, capped at $511 per day.
- Have been advised by a health care provider to self-quarantine because of COVID-19 concerns, pay is at the greater of your regular rate or the applicable minimum wage, capped at $511 per day.
- Choose to obtain a medical diagnosis because you are experiencing symptoms of COVID-19, pay is at the greater of your regular rate or the applicable minimum wage, capped at $511 per day.
- Caring for or assisting an individual who is subject to an order or recommendation as described in bullet 1 or 2 above, pay is at two-thirds of the greater of your or the applicable minimum wage, capped at $200 per day.
- Are caring for your child because of school or daycare closure, or because the child care provider is unavailable, due to COVID-19, pay is at two-thirds of the greater of your regular rate or the applicable minimum wage, capped at $200 per day.
- Are experiencing any other substantially similar condition specified by the Secretary of Health and Human Services, pay is at two-thirds of the greater of your regular rate or the applicable minimum wage, capped at $200 per day.

**Leave Rules**
You may elect to use emergency paid sick leave before using any accrued paid leave. The Organization will coordinate any interaction between local, state, and federal leave laws, including emergency paid sick leave laws, to the extent necessary and consistent with those laws.

No leave provided by the Organization before April 1, 2020 may be credited against your leave entitlement. In addition, no unused emergency paid sick leave can be carried over after December 31, 2020 or paid to you.

**Requesting Leave**

If you need to take emergency paid sick leave, provide notice as soon as possible. Normal call-in procedures apply to all absences from work.

**Intermittent Use of Leave**

If the Organization directs or allows you to telework, but you are unavailable to do so because of one of the qualifying reasons for emergency paid sick leave, the Organization may agree to allow you to take paid sick leave intermittently, in any agreed increment of time. If you normally report to work at a Organization worksite, the Organization may agree to allow you to take paid sick leave in any agreed increment of time to care for your son or daughter whose school or place of care is closed, or child care provider is unavailable, because of a COVID-19 related reason.

**Documentation**

When requesting emergency paid sick leave, you must provide the following information (verbally or in writing):

- Your name;
- Date(s) for which leave is requested;
- Qualifying reason for the leave; and
- Verbal or written statement that you are unable to work because of the qualified reason for leave.

To take emergency paid sick leave for a qualifying COVID-19 related reason under bullet 1 above, you must additionally provide the name of the government entity that issued the quarantine or isolation order.

To take emergency paid sick leave for a qualifying COVID-19 related reason under bullet 2 above, you must additionally provide the name of the health care provider who advised you to self-quarantine due to concerns related to COVID-19.

To take emergency paid sick leave for a qualifying COVID-19 related reason under bullet 3 above, you must additionally provide either:

- The name of the government entity that issued the quarantine or isolation order to which the individual being cared for is subject; or
- The name of the health care provider who advised the individual being cared for to self-quarantine due to concerns related to COVID-19.

To take emergency paid sick leave for a qualifying COVID-19 related reason under bullet 5 above, you must additionally provide:

- The name of the child being cared for;
- The name of the school, place of care, or child care provider that has closed or become unavailable; and
- A representation that no other suitable person will be caring for the child during the period for which you take emergency paid sick leave.
The Organization may also request you to provide such additional material as needed to support a request for tax credits pursuant to the FFCRA. The Organization is not required to provide leave if materials sufficient to support the applicable tax credit have not been provided.

Retaliation

The Organization will not retaliate against employees who request or take leave in accordance with this policy.

Expiration

This policy expires in full, unless these provisions of the FFCRA are extended by Congress, on December 31, 2020.

7.24 Expanded Family and Medical Leave Policy (COVID-19)

TDA provides eligible employees with up to 12 weeks of expanded family and medical leave for a qualifying need related to a public health emergency between April 1, 2020 and December 31, 2020 under the Families First Coronavirus Response Act (FFCRA).

Eligibility

Expanded family and medical leave is available to all employees that have been employed by the Organization for at least 30 calendar days. You are considered to have been employed by the Organization for at least 30 calendar days if:

- You were on the Organization's payroll for the 30 days immediately prior to the day your leave would begin; or
- You were laid off or otherwise terminated by the Organization on or after March 1, 2020 and were rehired or otherwise re-employed by the Organization on or before December 31, 2020, provided that you had been on the Organization's payroll for leave upon reinstatement if you had been previously employed by the Organization for 30 or more of the 60 calendar days prior to your layoff or termination.

Reason for Leave

Leave under this policy is limited to circumstances where you are unable to work (including telework) due to your need to care for your son or daughter whose school or place of care has been closed, or whose child care provider is unavailable, for reasons related to COVID-19. Son or daughter means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is under 18 years of age or is 18 years of age or older and is incapable of self-care because of a mental or physical disability.

Your need for leave under this policy is qualifying only if no suitable person is available to care for your child during the period of such leave.

Requesting Leave

If you need to take expanded family and medical leave, provide notice as soon as possible. Normal call-in procedures apply to all absences from work.

Duration of Leave

You will have up to 12 weeks of leave to use from April 1, 2020, through December 31, 2020 for the reason stated above.

Intermittent Use of Leave
[[If the Organization directs or allows you to telework, but you are unavailable to do so because you need to
care for your son or daughter whose school or place of care is closed, or child care provider is unavailable,
because of a COVID-19-related reason, the Organization may agree to allow you to take extended FMLA
leave intermittently, in any agreed increment of time. If you normally report to work at a Organization
worksite, the Organization may agree to allow you to take extended FMLA leave in any agreed increment of
time to care for your son or daughter whose school or place of care is closed, or child care provider is
unavailable, because of a COVID-19 related reason.]]

**Compensation**

The first 10 days (two weeks) of expanded family and medical leave are unpaid. However, during this
period, you may use accrued paid vacation, sick, or personal leave and will receive the full amount of such
accrued leave. You may also elect to use the paid leave provided under the Emergency Paid Sick Leave
Act, which provides pay up to a maximum of $200 per day. After the first two workweeks of expanded
family and medical leave, leave will be paid at two-thirds of your regular rate of pay for the number of hours
you would otherwise be scheduled to work. Pay will not exceed $200 per day and $10,000 in total, or
$12,000 in total if using emergency paid sick leave for the first two weeks. Any unused portion of this pay
will not carry over to the next year.

The Organization will coordinate any interaction between local, state, and federal leave laws, including
emergency paid sick leave laws, to the extent necessary and consistent with those laws.

For employees with varying hours, one of the following methods for determining the number of hours paid
will be used:

- If the individual has worked six months or more, the average number of hours that the employee
  was scheduled per day over the six-month period ending on the date on which the individual takes
  leave, including hours for which they took leave of any type.
- If the individual has worked less than six months, the expected number of hours to be scheduled
  per day at the time of hire.

Employees must also supplement the two-thirds pay with accrued paid time off, not to exceed 100 percent
of regular pay.

**Documentation**

When requesting expanded family and medical leave, you must provide the following information (verbally
or in writing):

1. Your name;
2. Date(s) for which leave is requested;
3. Qualifying reason for the leave;
4. Verbal or written statement that you are unable to work because of the qualified reason for leave;
5. The name of the child being cared for;
6. The name of the school, place of care, or child-care provider that has closed or become
   unavailable; and
7. A representation that no other suitable person will be caring for the child during the period for which
   you take expanded family and medical leave.

The Organization may also request you provide additional materials as needed to support a request for tax
credits pursuant to the FFCRA. The Organization is not required to provide leave if materials sufficient to
support the applicable tax credit have not been provided.

**Restoration**

Upon returning to work at the end of leave, you will generally be placed in your original job or an equivalent
job with equivalent pay and benefits. You will not lose any benefits that accrued before leave was taken.
The law provides an exception for employers with fewer than 25 employees. In such circumstances, if you take family and medical leave, the Organization may not need to return you to your position if:

- The position does not exist due to changes in the Organization's economic or operating condition that affect employment and were caused by the coronavirus emergency;
- The Organization makes "reasonable efforts" to restore you to an equivalent position; and
- If these efforts fail, the Organization makes an additional reasonable effort to contact you if an equivalent position becomes available. The "contact period" is the one-year window beginning on the earlier of:
  - The date on which you no longer need to take leave to care for your child; or
  - 12 weeks after your paid leave commences.

Retaliation

The Organization will not retaliate against employees who request or take leave in accordance with this policy.

Potential Exemption

The Organization, as a small business with fewer than 50 employees, may need to deny otherwise qualifying leave under this policy if granting such leave would jeopardize the viability of the Organization's business as an ongoing concern. The Organization is exempt from the requirement of providing expanded family and medical leave when:

- Such leave would cause the Organization's expenses and financial obligations to exceed available business revenue and cause the Organization to cease operating at a minimal capacity;
- The absence of those requesting such leave would pose a substantial risk to the financial health or operational capacity of the Organization because of their specialized skills, knowledge of the business, or responsibilities; or
- The Organization cannot find enough other workers who are able, willing, and qualified and who will be available at the time and place needed, to perform the labor or services those requesting leave provide, and these labor and services are needed for the Organization to operate at a minimum capacity.

Expiration

This policy expires in total on December 31, 2020 unless these provisions of the FFCRA are extended by Congress.

7.25 Military Leave (USERRA)

TDA complies with applicable federal and state law regarding military leave and re-employment rights. Unpaid military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA; with amendments) and all applicable state law. You must submit documentation of the need for leave to the Executive Director. When returning from military leave of absence, you will be reinstated to your previous position or a similar position, in accordance with state and federal law. You must notify your Supervisor of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits, and reinstatement upon return from military leave, contact the Executive Director.
8.0 Safety and Loss Prevention

8.1 Drug and Alcohol Policy

TDA is committed to providing a safe, healthy, and productive work environment. Consistent with this commitment, it is the intent of the Organization to maintain a drug and alcohol-free workplace. Being under the influence of alcohol, illegal drugs (as classified under federal, state, or local laws), or other impairing substances while on the job may pose a serious health and safety risk to others and will not be tolerated.

Prohibited Conduct

The Organization expressly prohibits employees from engaging in the following activities when they are on duty or conducting Organization business or on Organization premises (whether or not they are working):

- The use, abuse, or being under the influence of alcohol, illegal drugs, or other impairing substances.
- The possession, sale, purchase, transfer, or transit of any illegal or unauthorized drug, including prescription medication that is not prescribed to the individual, or drug-related paraphernalia.
- The illegal use or abuse of prescription drugs.

While the use of marijuana has been legalized under some state laws for medicinal and/or recreational uses, it remains an illegal drug under federal law. The Organization does not discriminate against employees solely on the basis of their lawful off-duty use of marijuana. You may not consume or be under the influence of marijuana while on duty or at work if you occupy a safety sensitive position. If you have a valid prescription for medical marijuana, refer to the Organization’s Disability Accommodation policy, and the Organization’s Drug Free Workplace Program, for additional information.

Nothing in this policy is meant to prohibit your appropriate use of over-the-counter medication or other medication that can legally be prescribed under both federal and state law, if it does not impair your job performance or safety or the safety of others. If you take over-the-counter medication or other medication that can legally be prescribed under both federal and state law to treat a disability, inform your Supervisor if you believe the medication may impair your job performance, safety, or the safety of others or if you believe you need a reasonable accommodation before reporting to work while under the influence of that medication.

Employer-Sponsored Community Events

From time to time, the Organization may sponsor social or community-related events where alcohol may be served. This policy does not prohibit the use or consumption of alcohol at these events. However, if you choose to consume alcohol at such events, you must do so responsibly and maintain your obligation to conduct yourself properly and professionally at all times.

Treatment and/or Rehabilitation

The Organization may assist you in seeking treatment or rehabilitation for drug or alcohol dependency. In such cases, the Organization may consider your continued employment as long as concerns regarding safety, health, production, communication, or other work-related matters are adequately addressed. The Organization may also require you to obtain a medical clearance and agree to random testing and a "one-strike" rule as a condition of continued employment.

Violations

Violation of this policy may result in disciplinary action, up to and including termination of employment.
8.2 General Safety Policy

It is the responsibility of all TDA employees to maintain a healthy and safe work environment. Report all safety hazards and occupational illnesses or injuries to your Supervisor as soon as reasonably possible and complete an occupational illness or injury form as needed. Failure to follow the Organization health and safety rules may result in disciplinary action, up to and including termination of employment.

8.3 Policy Against Workplace Violence

As the safety and security of our employees, vendors, contractors, and the general public is in the best interests of Tulsa Development Authority, we are committed to working with our employees to provide a work environment free from violence, intimidation, and other disruptive behavior.

Zero-Tolerance Policy

The Organization has a zero-tolerance policy regarding workplace violence and will not tolerate acts or threats of violence, harassment, intimidation, and other disruptive behavior, either physical or verbal, that occurs in the workplace or other areas. This applies to management, co-workers, employees, and non-employees such as contractors, customers, and visitors.

Workplace violence can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm, damage to property, or any intentional behavior that may cause a person to feel threatened.

Prohibited Conduct

Prohibited conduct includes, but is not limited to:

- Physically injuring another person.
- Threatening to injure a person or damage property by any means, including verbal, written, direct, indirect, or electronic means.
- Taking any action to place a person in reasonable fear of imminent harm or offensive contact.
- Possessing, brandishing, or using a firearm or other weapon on Organization property or while performing Organization business except as permitted by state law.
- Violating a restraining order, order of protection, injunction against harassment, or other court order.

Reporting Incidents of Violence

Report to your Supervisor [[or appropriate department]], in accordance with this policy, any behavior that compromises our ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know. You are expected to cooperate in any investigation of workplace violence.

Violations

Violating this policy may subject you to criminal charges as well as discipline up to and including immediate termination of employment.

Retaliation

Victims and witnesses of workplace violence will not be retaliated against in any manner. In addition, you will not be subject to discipline for, based on a reasonable belief, reporting a threat or for cooperating in an investigation.

If you initiate, participate, are involved in retaliation, or obstruct an investigation into conduct prohibited by this policy, you will be subject to discipline up to and including termination.
If you believe you have been wrongfully retaliated against, immediately report the matter to the Office Administrator, Executive Director, the Chair of the Board or any Commissioner.

9.0 Trade Secrets and Confidential Information

9.1 Confidentiality and Nondisclosure of Trade Secrets

As a condition of employment, TDA employees are required to protect the confidentiality of Organization trade secrets, proprietary information, and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the Organization. Access to this information should be limited to a "need to know" basis and should not be used for personal benefit, disclosed, or released without prior authorization from management.

If you have information that leads you to suspect that employees are sharing such information in violation of this policy and/or competitors are obtaining such information, you are required to inform your Supervisor or [Human Resources or appropriate department].

Violation of this policy may result in disciplinary action up to and including termination, and may subject the violator to civil liability.

Oklahoma Policies

Introductory Language and Policies

Revisions to Handbook

This handbook is our attempt to keep you informed of the terms and conditions of your employment, including TDA policies and procedures. The handbook is not a contract. The Organization reserves the right to revise, add, or delete from this handbook as we determine to be in our best interest, except the policy concerning at-will employment. When changes are made to the policies and guidelines contained herein, we will endeavor to communicate them in a timely fashion, typically in a written supplement to the handbook or in a posting on company bulletin boards.

Hiring and Orientation Policies

Disability Accommodation

TDA complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws, and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, the Organization will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

If you require an accommodation because of your disability, it is your responsibility to notify your Supervisor. You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.
After receiving your request, the Organization will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, we may need your permission to obtain additional information from your medical provider. All medical information received by the Organization in connection with a request for accommodation will be treated as confidential.

The Organization encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, the Organization is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Organization.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

The Organization will not discriminate or retaliate against employees for requesting an accommodation.

**EEO Statement and Non-harassment Policy**

*Equal Opportunity Statement*

TDA is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation, gender identity, pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. The Organization is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Organization will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Organization will take appropriate corrective action, if and where warranted. The Organization prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your Supervisor or any other designated member of management.

*Policy Against Workplace Harassment*

TDA has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation, gender identity, pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

*Sexual Harassment*

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or
creating an intimidating, hostile, or offensive work environment.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Organization or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults or blocking or impeding movements.

Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion toward an individual because of the individual's age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation, gender identity, pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify [name, title, phone number, email] or any member of management.

The Organization prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Organization determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Organization may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Organization will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

Retaliation Prohibited
Applicants and employees will not be subjected to any type of retaliation or intimidation because they have:

- Filed a complaint of discrimination with a federal, state or local anti-discrimination agency;
- Assisted or participated in an investigation, compliance review, or any other activity related to the administration of any federal, state or local law, regulation or ordinance requiring equal employment opportunities;
- Opposed any act or practice they believed in good faith to be unlawful under the terms of any federal, state or local law, regulation or ordinance requiring equal employment opportunities; or
- Exercised any other legal right protected by federal, state, or local law, regulation or ordinance requiring equal employment opportunities

Any applicant or employee who experiences retaliation or intimidation should contact his Supervisor or the Office Administrator.

**Religious Accommodation**

TDA is dedicated to treating its employees equally and with respect and recognizes the diversity of their religious beliefs. All employees may request an accommodation when their religious beliefs cause a deviation from the Organization dress code or the individual's schedule, basic job duties, or other aspects of employment. The Organization will consider the request but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that will be considered are cost, the effect that an accommodation will have on current established policies, and the burden on operations — including other employees — when determining a reasonable accommodation. At no time will the Organization question the validity of a person's belief.

If you require a religious accommodation, speak with your Supervisor [[or appropriate department]].

**Wage and Hour Policies**

**Accommodations for Nursing Mothers**

TDA will provide nursing mothers reasonable [[paid/unpaid]] break time to express milk for their infant child(ren) for up to one year following the child's birth.

If you are nursing, the Organization will make reasonable efforts to provide you a private, secure, and sanitary room, other than a restroom, in close proximity to the work area to express milk or to breastfeed a nursing child. The room will be clearly designated and either have a lock or a sign on the door to indicate when the room is in use.

Expressed milk can be stored [[in company refrigerators, refrigerators provided in the lactation room or other location, in a personal cooler]]. Sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator.

The break time must, if possible, run concurrently with any break time already provided. You are encouraged to discuss the length and frequency of these breaks with your Supervisor.

**Meal and Rest Periods**

TDA strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your Supervisor regarding procedures and schedules for rest and meal breaks. The Organization requests that employees accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your Supervisor know; in addition, notify your Supervisor as soon as possible if you were unable to or prohibited from taking a meal or rest period.
Overtime

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your Supervisor.

At certain times TDA may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, PTO, and sick leave days do not count as time worked for computing overtime.

Pay Period

At Tulsa Development Authority, the standard pay period is [[weekly, biweekly, semimonthly, etc.]] for all employees. Pay dates are [[insert day or dates]]. If a pay date falls on a holiday, you will be paid on [[the preceding workday]]. [[If a pay date falls on a Saturday or Sunday, you will be paid on [the preceding Friday].]] Special provisions may be required from time to time if holidays fall on pay dates. Check with your Supervisor if this type of date arises. [[Insert other special circumstances here, if applicable, or revise previous language as applicable.]]

If you are paid by commission, refer to your commission agreement.

Review your paycheck for accuracy. If you find an issue, report it to your Supervisor immediately.

Travel Time Pay

Some nonexempt positions within TDA require travel. The Organization pays nonexempt employees for travel time in accordance with federal and state law. For purposes of this policy, the regular workday is [[8:30 – 5:30 (Monday – Friday), etc.]].

Home to Work Travel

If you travel from home before the regular workday and return to your home at the end of the workday, you are engaged in ordinary home to work commuting, which is not work time.

Home to Work on a Special One Day Assignment in Another City

If you regularly work at a fixed location in one city and you are given a special one day assignment in another city, but return home the same day, the time spent in traveling to and returning from the other city is work time, except that the Organization may deduct/not count that time you would normally spend commuting to the regular work site.

Travel That Is All in a Day's Work

Your time spent in travel as part of your principal activity, such as travel from job site to job site during the workday, is work time and must be counted as hours worked.

Travel Away from Home Community

Travel that keeps you away from home overnight is travel away from home. Travel away from home is clearly work time when it cuts across your workday. The time is not only hours worked on regular working days during normal working hours but also during corresponding hours on nonworking days. The Organization will not consider as work time that time spent in travel away from home outside of your regular working hours as a passenger on an airplane, train, boat, bus, or automobile.
**Work Performed While Traveling**

Any work you perform while traveling must be counted as hours worked.

**Calculating and Reporting Travel Time**

You are responsible for accurately tracking, calculating, and reporting your travel time. Travel time should be calculated by rounding up to the nearest quarter hour.

**Performance, Discipline, Layoff, and Termination**

**Disciplinary Process**

Violation of TDA policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. The Organization encourages a system of progressive discipline depending on the type of prohibited conduct. However, the Organization is not required to engage in progressive discipline and may discipline or terminate employees who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at-will" basis.

In appropriate circumstances, management will first provide you with a verbal warning, then with one or more written warnings, and if the conduct is not sufficiently altered, eventual demotion, transfer, forced leave, or termination of employment. Your Supervisor will make every effort possible to allow you to respond to any disciplinary action taken. Understand that while the Organization is concerned with consistent enforcement of our policies, we are not obligated to follow any disciplinary or grievance procedure and that depending on the circumstances, you may be disciplined or terminated without any prior warning or procedure.

**General Policies**

**Access to Personnel and Medical Records Files**

TDA maintains separate medical records files and personnel files for all employees. Files containing medical records are stored separate and apart from any business-related records in a safe, locked, inaccessible location. The medical file is the repository for sensitive and confidential information related to an individual's health, health benefits, health-related leave and/or accommodations, and benefits selections and coverage. Medical records are kept confidential in compliance with applicable laws and access is on a "need-to-know" basis only.

Supervisors and others in management may have access to your personnel file for possible employment-related decisions. If you wish to review your personnel or medical records file, you must give the Organization reasonable notice. Inspection must occur in the presence of a Organization representative.

All requests by an outside party for information contained in your personnel file will be directed to the TDA General Counsel which is the only department authorized to give out such information.

**Benefits**

**Jury Duty Leave**

TDA encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your Supervisor as soon as possible to make scheduling arrangements.
If you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. If you are classified as nonexempt, you will not be compensated for time spent on jury duty. You may opt to use [[PTO/vacation]] in place of unpaid leave.

The Organization reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

The Organization will not retaliate against employees who request or take leave in accordance with this policy.

**Voting Leave**

If you are a registered voter and have less than three hours outside of your working hours to vote while the polls are open, TDA will provide you with two hours off, without loss of pay, to vote during your work hours on the day of election or a day in which in-person absentee voting is allowed. Additional time will be provided, as needed, if your distance to the voting location requires more time.

You must provide oral or written notice of the need for time off to vote at least three days prior to the election or the day of in-person absentee voting so that time off can be scheduled to minimize disruption to normal work schedules.

You must submit proof of voting to your Supervisor upon return to work in order to be paid for the missed work time. The Organization may specify the hours during which you may be absent.

**Safety and Loss Prevention**

**Nonsmoking Policy**

TDA is concerned about the effect that smoking and secondhand smoke inhalation can have on its employees and clients. Smoking in the office, client areas, and restrooms is prohibited.
Closing Statement

Thank you for reading our handbook. We hope it has provided you with an understanding of our mission, history, and structure as well as our current policies and guidelines. We look forward to working with you to create a successful Organization and a safe, productive, and pleasant workplace.

Nancy Lynn Roberts
Chairwoman of the Board
Tulsa Development Authority
Acknowledgment of Receipt and Review

By signing below, I acknowledge that I have received a copy of the TDA Employee Handbook (handbook) and that I have read it, understand it, and agree to comply with it. I understand that the Organization has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the handbook at any time with or without notice. No statement or representation by a supervisor, manager, or any other employee, whether oral or written, can supplement or modify this handbook. Changes can only be made if approved in writing by the Chairperson of the Organization. I also understand that any delay or failure by the Organization to enforce any rule, regulation, or procedure contained in the handbook does not constitute a waiver on behalf of the Organization or affect the right of the Organization to enforce such rule, regulation, or procedure in the future.

I understand that neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. I further understand that, unless I have a written employment agreement signed by an authorized Organization representative, I am employed "at-will" (to the extent permitted by law) and this handbook does not modify my "at-will" employment status.

If I am covered by a written employment agreement (signed by an authorized Organization representative) or a collective-bargaining agreement that conflicts with the terms of this handbook, I understand that the terms of the employment agreement or collective-bargaining agreement will control.

This handbook is not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act (NLRA).

This handbook supersedes any previous handbook or policy statements, whether written or oral, issued by Tulsa Development Authority.

If I have any questions about the content or interpretation of this handbook, I will contact the Executive Director or the Office Administrator.

_________________________                     ________________________
Signature                          Date

_________________________
Print Name