



Employee Handbook

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Welcome to Friends of the Topeka Zoo, Inc.!

Friends of the Topeka Zoo, Inc. (“FOTZ”) would like to welcome you to our Organization. We are pleased that you have chosen FOTZ as the place you want to work.

This Employee Handbook (“Handbook”) describes many of FOTZ’s policies and outlines many of the programs and benefits available to eligible employees.

This Handbook will answer many of your questions about your employment at FOTZ. We suggest you become familiar with this Handbook as soon as possible. If you have any questions, please do not hesitate to contact your supervisor.

We hope your experience at FOTZ will be challenging, enjoyable and rewarding.

Section 1: Introduction

Introduction

This Handbook is designed to acquaint and provide employees with information about working conditions, employee benefits and some of the policies affecting their employment.

Employees are expected to read, understand, and comply with all provisions of the Handbook. This Handbook describes many of the responsibilities of an employee and outlines the programs developed by FOTZ to benefit employees. One of FOTZ's objectives is to provide a work environment which is conducive to both personal and professional growth.

This Handbook and each policy in it replace all existing and/or prior policies and practices. However, some or all of the policies in this Handbook may not apply to employees with written employment agreements. Employees who have written employee agreements should consult their employment agreement to determine whether policies are applicable. To the extent that any policy in this Handbook conflicts with applicable state or federal law, the applicable state or federal law will apply. If an employee has a question or concern or would like additional information regarding any policy in this Handbook, he/she may contact his/her supervisor.

No Handbook can anticipate every circumstance or question about a policy. The CEO is responsible for establishing and approving employment policies and reserves the right to revise policies, programs, and benefit plans at any time, with or without advance notice. The CEO reserves the right to make exceptions when deemed necessary. Any exception granted by FOTZ is not intended to prevent and does not restrict its right to insist on adherence to the policy or practice in the future. Violation of policies and/or procedures may result in disciplinary action, up to and including termination of employment.

Nature of Employment

By law, an employee's employment with FOTZ is employment "at will". "At will" means employees are free to resign at any time, for any reason or for no reason, with or without cause and with or without advance notice. Likewise, "at will" means FOTZ may terminate an employee's employment at any time, for any reason or for no reason, with or without cause and with or without advance notice. No representative of FOTZ has the right to make an exception to "at will" employment.

Although FOTZ hopes each employee's tenure at FOTZ will be long-lasting, FOTZ makes no commitment to an employee's continued employment for any specific duration. Further, this Handbook is not intended to create a contract of employment of any kind, expressed or implied.

Equal Employment Opportunity

It is the policy and practice of FOTZ to provide equal opportunity in employment and advancement opportunities to all employees and applicants.

FOTZ does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex (including pregnancy, gender identity or expression, and sexual orientation), national origin,

age, disability, genetic information, military status or any other characteristic protected by state or federal law.

FOTZ's Equal Employment Opportunity policy covers all employment practices, including, but not limited to selection, job assignment, compensation, discipline, termination and access to benefits and training.

Any employee who engages in unlawful discrimination or retaliation will be subject to disciplinary action, up to and including termination. If an employee feels he or she has been subjected to any such discrimination or retaliation, he or she should bring it to the attention of their supervisor. Complaints of discrimination should be filed according to the procedures described in the Unlawful Harassment section of this Handbook.

Immigration Law Compliance

FOTZ is committed to employing only people who are United States citizens, or who are non-citizens legally authorized to work in the United States.

In compliance with the Immigration Reform and Control Act of 1986, every new employee at FOTZ is required to complete the Employment Eligibility Verification Form I-9 and provide documentation that proves identity and employment eligibility.

Disability Accommodation

It is the policy of FOTZ to provide equal opportunity in employment for all qualified individuals regardless of disability. In addition, FOTZ will make reasonable accommodations of the impairments of qualified individuals with disabilities to the extent required by law, unless undue hardship to FOTZ would result.

If any applicant or employee believes in good faith that he/she needs a reasonable accommodation because of a disability, he/she must contact their supervisor and request an accommodation.

Religious Accommodation

FOTZ is committed to providing a work environment that is respectful of the religious beliefs of all its employees. Consistent with this commitment, FOTZ will make good faith efforts to provide a reasonable religious accommodation to employees, temporary employees and interns whose sincerely held religious beliefs conflict with a FOTZ employment requirement, unless such an accommodation would create an undue hardship for FOTZ.

A reasonable accommodation in the workplace allows an employee to observe a sincerely held religious practice or belief, as long as it does not create undue hardship for FOTZ. FOTZ will provide reasonable accommodations to employees to observe a sincerely held religious belief under Title VII of the Civil Rights Act of 1964 provided that the organization has notice of their need for religious accommodations.

If you feel you need an accommodation for a sincerely held religious belief, please notify the Supervisor. The request should include the following information:

- a description of the requested accommodation; and
- the reason for the requested accommodation.

FOTZ makes determinations concerning religious accommodation requests on a case-by-case basis and relies on fact-specific inquiries to determine if it will provide a reasonable accommodation. Your Supervisor will notify you of FOTZ's determination of your request.

FOTZ prohibits retaliation against employees who request a religious accommodation or who participate in an approved accommodation. An employee who violates this anti-retaliation provision may be subject to discipline, up to and including termination.

Genetic Information Nondiscrimination Act ("GINA")

The Genetic Information Nondiscrimination Act of 2008 ("GINA") prohibits covered employers from requesting or requiring genetic information of an individual or an individual's family member, except as specifically allowed by law.

To comply with GINA and all other applicable law, FOTZ asks that employees not provide any genetic information when responding to a request for medical information for purposes of leaves of absence or otherwise.

"Genetic information" as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

It is the policy of FOTZ to comply with this law.

Section 2: Work Culture

Employment Relationship

FOTZ believes the work conditions, wages and benefits offered to FOTZ employees are competitive and internally equitable. If employees have concerns about work conditions or compensation, FOTZ strongly encourages them to express these concerns openly and directly with their Supervisor.

FOTZ's experience has shown when employees deal openly and directly with their Supervisor, the work environment can be excellent, communications can be clear and attitudes can be positive. We believe FOTZ fully demonstrates its commitment to employees by attempting to respond timely to employee concerns in a good faith effort.

Personal Relationships in the Workplace

FOTZ wants to ensure its practices do not create situations such as conflicts of interest or favoritism. This extends to practices involving employee hiring, promotion and transfer.

If a relationship or social activity between two or more employees:

- has the potential or effect of involving the employees, their coworkers, or FOTZ in any kind of dispute or conflict with other employees or third parties;
- interferes with the work of any employee;
- creates a harassing, demeaning, or hostile working environment for any employee;

- disrupts the smooth and orderly flow of work within the office or the delivery of services to FOTZ's clients;
- harms the goodwill and reputation of FOTZ among its clients or in the community at large; or
- tends to place in doubt the reliability, trustworthiness, or sound judgment of the persons involved in the relationship;

then the employee(s) responsible for such problems will be subject to counseling and/or disciplinary action, up to and including termination, depending on the circumstances.

Nepotism

FOTZ wants to ensure that corporate practices do not create situations such as conflict of interest or favoritism. This extends to practices which involve employee hiring, promotion and transfer. Close relatives, partners, those in a dating relationship or members of the same household are not permitted to be in positions which have a reporting responsibility to each other. Close relatives are defined as a spouse, domestic partner, child, parent, grandparent, in-law, aunt, uncle, niece, nephew, step relative, cousin and domestic partner relatives.

If employees begin a dating relationship or become relatives, partners, or members of the same household and if one party is in a Supervisory position, the person in the Supervisory position is required to inform their Supervisor the relationship.

FOTZ reserves the right to apply this policy to situations where there is a conflict or the potential for conflict because of the relationship between employees, even if there is no direct-reporting relationship or authority involved.

Business Ethics and Conduct

As an organization, FOTZ is committed to complying with all applicable laws and regulations. Similarly, FOTZ requires employees to carefully adhere to all applicable laws and regulations and maintain the highest standard of conduct and personal integrity, while avoiding any acts which are illegal, dishonest, immoral, or unethical.

We expect FOTZ employees to be ethical and to conduct themselves in ways which protect the interests and safety of all employees and our donors. Employees owe a duty to our donors to act in ways which will earn the continued trust and confidence of the public.

It is the responsibility of every FOTZ employee to comply with FOTZ's policy of business ethics and conduct. This demands that while conducting FOTZ business and/or representing FOTZ, employees refrain from any rude or unprofessional behavior which might be viewed unfavorably by current or potential donors or by the public at large.

Following are examples of behaviors, which are prohibited, may warrant disciplinary action under this policy, up to and including termination:

- verbally and/or physically intimidating behavior towards co-workers;
- behavior which is rude, discourteous, or unbusinesslike;

- behavior which is inconsistent with reasonable rules of conduct;
- behavior which results in a loss of confidence or trust in the employee;
- behavior inconsistent with the spirit of FOTZ's nondiscrimination and/or harassment policies; and
- language that is disparaging or offensive.

Employees should immediately report any violation of these policies to their supervisor. If an employee ignores or fails to comply with FOTZ's standards of business ethics and conduct, FOTZ may impose appropriate disciplinary action, up to and including termination.

For more information about FOTZ's Codes of Conduct, please reference FOTZ's supplemental Code of Ethics and Conflict of Interest packet. This packet will be signed by each employee and kept in their personnel file.

Unlawful Harassment

FOTZ is committed to maintaining an enjoyable, positive workplace for its employees, clients, and visitors. Therefore, employees and non-employees are prohibited from engaging in any form of unlawful harassment, as well as any other behavior which would be inconsistent with the spirit and intent of this policy in the workplace and in any work-related setting outside of the workplace.

Under this policy, harassment is defined as verbal or physical conduct which denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age, disability, genetic information, military status or any other characteristic protected by state or federal law and which: (1) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (2) has the purpose or effect of unreasonably interfering with an individual's employment opportunities or work performance; (3) is unwelcome; and (4) is severe or pervasive in nature.

In addition, this policy prohibits retaliation against any employee because he/she files a complaint under this policy, cooperates with any internal or government investigation, or otherwise pursues his/her legal rights.

Harassment may encompass a wide range of verbal, physical and visual behaviors and may be sexual or non-sexual in nature. Each situation depends on a number of factors. In some cases, one incident will be sufficient to constitute harassment. In other cases, a pattern or series of incidents may be necessary.

Complaints will be promptly addressed (including an adequate investigation, if necessary) and appropriate action taken, if warranted. Confidentiality will be maintained to the extent reasonably possible under the circumstances. If FOTZ believes a violation of this policy may have occurred, or the behavior in question was inappropriate for any reason, or the conduct was inconsistent with the spirit and intent of this policy, then FOTZ will take appropriate action, which may include disciplinary action, up to and including termination.

If any employee feels in good faith that he/she has been subjected to harassment by a co-worker, Supervisor, or non-employee, the employee has an obligation to take reasonable steps to protect

himself/herself to ensure the situation is addressed. This includes: (a) promptly and politely confronting the harasser, making it clear that the harassment is unwelcome, and asking that it stop; and/or (b) following the Complaint Procedure outlined in this Employee Handbook.

Complaint Procedure

FOTZ supports a safe and respectful environment for all employees. Employees who feel that they have been harassed, discriminated, or retaliated against, or who witness any such conduct by an employee, contract worker, guest, vendor, or anyone else who does business with FOTZ, should immediately report such conduct to his or her Supervisor, or any other member of management. In response to every complaint, FOTZ will conduct an investigation and, if it concludes that improper conduct occurred, take appropriate corrective action.

If an employee does not feel comfortable reporting the complaint to his or her Supervisor or another member of management, or the employee may alternatively contact the external third party as identified in Addendum A to this Employee Handbook to review, mediate, and/or investigate the complaint.

In certain circumstances, FOTZ may direct employees to keep an employee's complaint and any related investigation confidential or as confidential as possible to further the goals of federal, state, and local harassment and discrimination laws. Moreover, nothing contained in any such confidentiality directive or in this Complaint Procedure is intended to prohibit employees from discussing terms and conditions of employment with others, reporting to any government agency, including the National Labor Relations Board and the Equal Employment Opportunity Commission or the Kansas Human Rights Commission, possible violations of federal or state law or regulation, or making, to any government agency, any other disclosures that are protected under the whistleblower or any other provisions of federal or state law or regulation.

FOTZ expects that all employees will cooperate with FOTZ investigations.

FOTZ will not retaliate against employees for opposing or reporting unlawful harassment or discrimination or for otherwise participating in processes connected with an investigation, proceeding, or hearing conducted by FOTZ or a government agency with respect to such complaints. FOTZ will take disciplinary action, up to and including the termination of any employee who retaliates against another employee for engaging in any of these protected activities.

FOTZ will take prompt and effective disciplinary action if it determines that an employee knowingly made a false claim of discrimination, harassment, or retaliation.

Confidentiality

Employees recognize and acknowledge Confidential Information constitutes valuable, secret, special and unique assets of FOTZ. Employees covenant and agree that for following termination of their employment with FOTZ for any reason, whether voluntary or involuntary, and whether with or without cause, employees will not disclose Confidential Information to any person, media outlet, firm, corporation, association, or other entity for any reason or purpose without the prior written approval of FOTZ. Employees also agree that they will only use Confidential Information when conducting FOTZ

business. It is expressly understood and agreed that Confidential Information is the property of FOTZ and must be immediately returned to FOTZ upon demand.

The term "Confidential Information" includes all information, whether or not reduced to written or recorded form, which is related to FOTZ and which is not generally known or accessible to members of the public and/or competitors of FOTZ nor intended for general dissemination, whether furnished by FOTZ or compiled by the employee, including but not limited to: (i) the birth, death, or sickness of any FOTZ animal, information regarding incoming and outgoing animals, trade secrets, methods of conducting business, vendor lists, prospect lists and records pertaining thereto (wherever located and in whatever format); and (ii) financial information and information relating to such matters as marketing strategies, data systems, management systems, and all other types of written information customarily used by FOTZ or available to employees; provided however Confidential Information shall not include information which (a) is or becomes publicly available other than as a result of disclosure by an employee or (b) is now or hereafter becomes available to an employee on a non-confidential basis from a source (other than FOTZ) which, to an employee's knowledge, is not prohibited from disclosing such information to an employee. Employees understand that it is FOTZ's intention to maintain the confidentiality of this information notwithstanding that employees of FOTZ may have free access to the information for the purpose of performing their duties with FOTZ. Employees acknowledge that it is not practical, and shall not be necessary, to mark such information as "confidential," nor to transfer it within FOTZ by confidential envelope or communication, in order to preserve the confidential nature of the information.

This policy is not intended to, and should not be interpreted to, prohibit employees from discussing wages and other terms and conditions of employment if they so choose.

Employees in violation of FOTZ's Confidentiality Policy will be subject to disciplinary action, up to and including termination.

Non-Solicitation

FOTZ recognizes that employees may have interests in events and organizations outside the workplace. However, employees may not solicit contributions or donations or distribute literature concerning these activities during working time. "Working Time" is the time an employee is engaged or should be engaged in performing his/her work tasks for FOTZ.

Employees may only solicit other employees during "Non-Working Time", which includes lunch periods, work breaks or other periods in which employees are not on "Working Time."

In addition, the posting of written solicitations on FOTZ's bulletin boards and solicitations by electronic means are restricted. FOTZ bulletin boards display important information for employees and employees should consult them frequently for the following information:

- Affirmative Action statement;
- employee announcements;
- workers compensation insurance information; and
- state disability insurance/unemployment insurance information.

If employees have a message of interest to the workplace, they may submit it to their Supervisor for approval.

Conflicts of Interest

A “conflict of interest” is defined as any situation in which an employee engages in activities or takes actions which may adversely affect the interests of FOTZ or which may personally benefit the employee. Such conflicts exist when an employee receives a benefit from a donor, vendor, supplier, manufacturer, or any other individual in connection with any business of FOTZ. A benefit may be in the form of money, gift cards/certificates, gifts, merchandise, trips, services, or any other form of a benefit received, directly or indirectly. When such persons provide a benefit to an employee, he/she must report the nature of the benefit to his/her Supervisor. If a situation arises where there is a potential conflict of interest, the employee should discuss this with his or her Supervisor for advice and guidance on how to proceed.

Other issues of potential conflicts of interest will be handled on a case-by-case basis. Undisclosed or unresolved conflicts of interest may warrant disciplinary action, up to and including termination.

For more information about Conflicts of Interest, please reference FOTZ’s supplemental Code of Ethics and Conflict of Interest packet. This packet will be signed by each employee and kept in their personnel file.

Social Media

At FOTZ, we understand that social media can be a fun and rewarding way to share your life and opinions with family, friends, and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist employees in making responsible decisions about their personal use of social media, FOTZ has established these guidelines for appropriate use of social media. This policy applies to all employees who work for FOTZ.

Employees should have no expectation of privacy while using the Internet or social media. Postings may be reviewed by anyone. Refrain from using social media while on work time or on equipment FOTZ provides, unless it is work-related. Do not use FOTZ email addresses to register on social networks, blogs or other online tools utilized for personal use.

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to the employee’s own or someone else’s web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with FOTZ, as well as any other form of electronic communication. The same principles and guidelines found in this Handbook apply to an employee’s activities online. Ultimately, employees are solely responsible for what they post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of an employee’s conduct which adversely affects his/her job performance, the performance of fellow employees or otherwise adversely affects donors, visitors or people who work on behalf of FOTZ or FOTZ’s legitimate business interests may result in disciplinary action, up to and including termination.

Always be fair and courteous to fellow employees, donors, visitors, or people who work on behalf of FOTZ. Also, keep in mind that employees are more likely to resolve work-related complaints by speaking directly with their co-workers than by posting complaints to a social media outlet. Nevertheless, if employees decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening, discriminatory, harassing, bullying, unlawful, or intimidating, that disparage donors and visitors, or that might constitute harassment. Examples of such conduct may include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion, color, ancestry, national origin, gender, sexual orientation, gender identity, age, or any other status protected by law or FOTZ policy.

Employees always need to be honest and accurate when posting information or news, and if the employee makes a mistake, he/she should correct it quickly and be open about any previous posts which have been altered. Remember the Internet archives almost everything; therefore, even deleted postings can be searched. Employees must never post any information or rumors which they know to be false about FOTZ, fellow employees, donors, visitors, and people working on behalf of FOTZ.

If an employee chooses to identify himself/herself as a FOTZ employee on a social media site, website or web blog, the employee must adhere to the following guidelines:

- Maintain the confidentiality of FOTZ's trade secrets, private or confidential, and proprietary information. Do not post internal reports, policies, procedures, the birth, death, or sickness of any FOTZ animal, information regarding incoming and outgoing animals, or other internal business-related confidential communications.
- Do not create a link from a personal blog, website, or other social networking site to a FOTZ website without identifying oneself as a FOTZ employee.
- Express only personal opinions. Never represent oneself as a spokesperson for FOTZ. If FOTZ is a subject of the content an employee is creating, be clear and open about the fact he/she is an employee and make it clear that his/her views do not represent those of FOTZ, fellow employees, donors, visitors or people working on behalf of FOTZ.
- When publishing a blog or post online related to the work performed for FOTZ or subjects associated with FOTZ, it must be made clear that the employee is not speaking on behalf of FOTZ. It is best to include a disclaimer such as, "The postings on this site are my own and do not necessarily reflect the views of FOTZ."

FOTZ prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee 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.

Media Relations

To remain competitive, better serve FOTZ's visitors, and provide FOTZ employees with the best tools to do their jobs at FOTZ, it is important that all inquiries in relation to FOTZ be handled in accordance with the following:

Media inquiries regarding FOTZ and its operations must be referred to a manager. Only a manager may make or approve public statements pertaining to FOTZ and its operations. No employee, unless specifically designated by a manager, is authorized to make statements.

Access to Personnel Files

FOTZ maintains an official personnel file on each employee. Employee personnel files are the property of FOTZ. Any current employee who wishes to review his/her official personnel file should contact the Director of Finance. Access at reasonable times in the presence of the Director of Finance will normally be granted to current employees for legitimate purposes. Upon termination, employees no longer have access to their personnel files.

FOTZ makes a good faith effort to preserve the confidentiality of personnel files. Therefore, Supervisors may have access to selected portions of the official personnel file of employees for legitimate business reasons only. It is important that employees update their personal records with the Director of Finance immediately when there is a change to their mailing address, telephone number, marital status, dependents' information, educational accomplishments, emergency contact information and other related information.

Personal Cell Phone Use

While at work, employees are to exercise the same discretion in using their personal cell phones as they do for FOTZ telephones. Excessive personal calls, text messages or e-mails during Working Time, regardless of the phone used, can interfere with employee productivity and be distracting to others.

FOTZ encourages a reasonable standard of limiting personal calls, text messages and e-mails during Working Time. Employees are therefore asked to make personal calls, text messages and e-mails on Non-Working Time when possible and to inform friends and family members of this policy.

Flexibility will be provided in emergency situations; it is the employee's responsibility to inform their immediate Supervisor of such an emergency. Violations of this policy may result in disciplinary action, up to and including termination.

FOTZ is not liable for the loss of personal cell phones brought into the workplace.

Electronic Communication and Internet Use

All systems and electronic communications are to be used for business purposes only and in accordance with FOTZ's policies and procedures. All systems are subject to periodic audits for business and security purposes and should not be considered private. Please keep these guidelines in mind when using FOTZ's networks and the Internet.

Employees are advised not to store any personal information on FOTZ equipment. Examples of personal information include but are not limited to: music, pictures and personal documents, or any items consuming storage capacity on the FOTZ server or individual computer desktops. FOTZ is not responsible for an employee's lost personal files stored on FOTZ equipment.

FOTZ respects and protects the rights of its employees. Employee privacy, however, does not extend to the use of FOTZ equipment. All computer and/or electronic communication devices, and the use of these devices, are the property of FOTZ. Contents of a voicemail, email and other such communications are accessible at all times by FOTZ for any business purpose.

Employees should not assume electronic communications of any kind are confidential and should have no expectation of privacy with respect to electronic communications. Employees who violate this policy are subject to disciplinary action, up to and including termination.

Dress Code

Dress, grooming and personal cleanliness standards contribute to the morale of all employees and affects the business image FOTZ presents to the donors, as well as other guests in the office. Employees are expected to project a professional image appropriate to their work environment and job responsibilities while conducting FOTZ business or representing FOTZ. It is not possible to list every possible appropriate and inappropriate business attire, the list as identified in Addendum B to this Employee Handbook may be used as a guide.

Visitors in the Workplace

It is essential to the safety of FOTZ employees and to FOTZ's duties of confidentiality to be aware of visitors in the FOTZ building. Employees must notify their Supervisor of visitors in the workplace, as well as accompany visitors at all times.

Section 3: Employment

Employment Classification

It is important that employees know and understand the definitions of the employment classifications at FOTZ. Employment classifications help determine your employment status and what benefits you may be eligible for. If an employee has questions or is not sure what his/her employment classification is, he/she may contact their supervisor.

Depending on the employee's job, he/she is either non-exempt or exempt from federal and state wage and hour laws. If an employee is **non-exempt**, he/she is entitled to overtime pay under the specific provisions of federal and state laws. If an employee is **exempt**, he/she is excluded from specific provisions of federal and state wage and hour laws, including overtime pay. An employee's exempt or non-exempt classification is determined by FOTZ. Non-exempt employees are paid on an hourly basis and exempt employees are paid on a salary basis.

In addition to being a non-exempt or exempt employee, employees also belong to one of the following employment categories:

If an employee is a **regular full-time** employee, he/she is regularly scheduled to work at least forty (40) hours per work week. In most cases, regular full-time employees are eligible for all FOTZ benefit programs, subject to the terms, conditions, and limitations of each benefit program.

If an employee is a **regular part-time** employee, he/she is regularly scheduled to work less than forty (40) hours, but at least twenty (20) hours per week. Part-time employees receive all legally mandated benefits, such as Social Security and workers compensation insurance. Part-time employees are eligible for some FOTZ benefits on a pro-rated basis subject to the terms, conditions, and limitations of each benefit program.

If an employee is a **temporary employee**, he/she is hired as an interim replacement to temporarily increase FOTZ's workforce or to help finish a specific project. Employees are in the temporary category for a limited time, normally for a period of six (6) months or less. Employees will continue to be considered a temporary employee until they are officially notified, they have been assigned to a different category. Temporary employees receive all legally mandated benefits, such as Social Security and workers compensation insurance. Temporary employees are not eligible for other FOTZ benefit programs.

Job Descriptions

FOTZ develops and maintains current job descriptions for all established and authorized positions. Each job description outlines the position duties and responsibilities for every position, as well as the requirements. Employees are required to read and understand the requirements laid out in the job description. Employees will receive a copy of their job description and a signed copy of their job description will be placed in the employee's personnel file. All job descriptions will be reviewed by managers for accuracy and updated, as needed.

Introductory Period

FOTZ has an Introductory Period for new and rehired employees. The Introductory Period for all new and rehired employees is the first sixty (60) calendar days following their hire or rehire date. During the Introductory Period, FOTZ will evaluate the employees' work habits and abilities to make sure they can perform their job satisfactorily. The Introductory Period also provides employees time to decide if the new job meets their expectations.

Timesheets

Non-exempt employees are responsible for recording hours worked each day, including the time the times they start and stop working. Altering, falsifying, or tampering with time records or recording time on another employee's time record is considered fraud and is grounds for immediate termination.

Paydays

All employees are paid semi-monthly, receiving their paycheck on the 15th and 30th of each month, for the work of the previous pay period. In the event that a payday falls on a weekend or a holiday, employees will receive their paycheck on the business day prior to the payday. Non-exempt and exempt employees' paychecks include pay for all work performed through the end of the current payroll period. Non-exempt employees will receive overtime pay for all work performed through the end of the previous payroll period.

Pay Deductions

The law requires FOTZ to make certain deductions from each employee's compensation. Among these are applicable federal, state, and local income taxes, Social Security contributions or other deductions which may be required by law.

If an employee has a question regarding a deduction on his/her paycheck, he/she may contact the Director of Finance.

Administrative Pay Corrections

FOTZ makes every effort to ensure employees are paid correctly and on schedule. If an employee finds a mistake in his/her pay (underpayment *or* overpayment), advise the Director of Finance immediately so the error may be corrected as quickly as possible.

Work Schedules

The regular workweek for full-time FOTZ employees runs Sunday through Saturday and consists of forty (40) hours, excluding lunch breaks. Employees will be provided with their work schedules by their Supervisor and will be notified promptly should any changes be made to their schedules. Employees should direct all questions regarding their schedule to their Supervisor.

Meal Periods

Employee meal periods are established with FOTZ on the employee's first day of work. If an employee needs to change his/her meal period at any time, he/she must discuss such changes with his/her Supervisor.

Adherence to meal period policies in the office is essential for efficient operations. Abuse of meal policies can place a heavy burden on co-workers. Employees working eight (8) hours shifts are allowed either a half hour ($\frac{1}{2}$) or 1 hour (1) unpaid meal period per workday. Employees are prohibited from skipping meal periods in order to leave work early. Employees must follow FOTZ's leave policies for any time off from regular work schedules.

Overtime

There may be times when FOTZ is unable to meet its operating requirements or other needs during regular working hours. If this occurs, FOTZ may schedule employees to work overtime hours. When possible, FOTZ will try to give employees advance notice of a mandatory overtime assignment. It is FOTZ's policy that no overtime can be worked by non-exempt employees without the prior approval and authorization of their supervisor. Employees who fail to obtain approval prior to working in excess of forty (40) hours per week may be subject to disciplinary action, up to and including termination.

Non-exempt employees will receive overtime pay in accordance with the federal and state wage and hour laws. Non-exempt employees will receive overtime pay at one and one half ($1\frac{1}{2}$) times their regular hourly wage for all hours worked over forty (40) hours in a standard work week and for time worked on an observed holiday. Overtime pay is based on the actual hours worked. For this reason, time off for holidays, vacation, illness, and other paid or unpaid leaves of absence are not counted as hours worked when calculating overtime pay.

Exempt employees are exempt from eligibility for overtime compensation.

Work-Related Travel

It is the policy of FOTZ to reimburse staff for reasonable and necessary expenses incurred during approved work-related travel.

Employees seeking reimbursement should incur the lowest reasonable travel expenses and exercise care to avoid impropriety or the appearance of impropriety. Reimbursement is allowed only when reimbursement has not been, and will not be, received from other sources. If a circumstance arises that is not specifically covered in this travel policy, then the most conservative course of action should be taken.

Business travel policies are aligned with company reimbursement rules. All business-related travel paid with FOTZ funds must comply with company expenditure policies.

Staff travel must be authorized. Travelers should verify that planned travel is eligible for reimbursement before making travel arrangements. Within 30 days of completion of a trip, the traveler must submit a reimbursement form and supporting documentation to obtain reimbursement of expenses.

Designated approval authorities are required to review expenditures and withhold reimbursement if there is reason to believe that the expenditures are inappropriate or extravagant.

In cases in which vacation time is added to a business trip, any cost variance in airfare, car rental or lodging must be clearly identified on the travel request form. [Company Name] will not prepay any personal expenses with the intention of being "repaid" at a later time, nor will any personal expenses be reimbursed.

Airfare: Travelers are expected to obtain the lowest available airfare that reasonably meets business travel needs. Airfare may be prepaid by the finance office.

Travelers are encouraged to book flights in advance to avoid premium airfare pricing.

Coach class or economy tickets must be purchased for domestic or international flights with flight time totaling less than five consecutive hours excluding layovers.

A less-than-first-class ticket (i.e., business class) may be purchased at FOTZ's discretion for domestic or international flights with flight time exceeding five consecutive hours excluding layovers.

Rail transportation: FOTZ will prepay rail transportation provided that the cost does not exceed the cost of the least expensive airfare.

Vehicles: Mileage will be reimbursed for any work-related travel that occurs outside of Shawnee County, at the current IRS standard mileage rate. Whenever possible, a FOTZ vehicle should be utilized instead of your personal vehicle.

Lodging: The cost of overnight lodging (room rate and tax only) will be reimbursed to the traveler if the authorized travel is 45 miles or more from the traveler's home or primary worksite.

Meals (per diem) Per diem allowances are reimbursable for overnight travel that is 45 miles or more from the employee's home or primary worksite.

FOTZ per diem rates are based on the U.S. General Services Administration Guidelines, which vary by city location.

Parking Original receipts are required for parking fees (including airport parking).

Tolls Original receipts are required for tolls, which will be reimbursed for all work-related travel outside of Shawnee County.

Miscellaneous transportation Original receipts are required for taxi, bus, subway, metro, uber, and other modes of transportation if costs are for work-related travel and renting a vehicle is not cost efficient.

Nonreimbursable Travel Expenses

The following items that may be associated with business travel will not be reimbursed by FOTZ:

Airline club memberships. Airline upgrades. Business class for domestic flights or first class for all flights. Child care, babysitting, house-sitting, or pet-sitting/kennel charges. Commuting between home and the primary work location. Costs incurred by traveler's failure to cancel travel or hotel reservations in a timely fashion. Evening or formal wear expenses. Haircuts and personal grooming. Laundry and dry cleaning. Passports, vaccinations and visas when not required as a specific and necessary condition of the travel assignment. Personal entertainment expenses, including in-flight movies, headsets, health club facilities, hotel pay-per-view movies, in-theater movies, social activities and related incidental costs. Travel accident insurance premiums or purchase of additional travel insurance. Other expenses not directly related to the business travel.

Section 4: Benefits

Employee Benefits

FOTZ provides eligible employees with many benefits. Legally required benefits include Social Security, workers compensation and unemployment insurance. Employment classification determines benefit eligibility. To the extent there is a conflict between a benefit description contained in this Handbook and the actual terms of the applicable formal plan document or summary plan description for a particular benefit, the formal plan document will control.

Holidays, Holiday Pay, Alternate Holidays and Floating Holidays

FOTZ observes 6 paid holidays each calendar year. Eligible full-time employees will receive holiday pay for the following holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Holidays that fall on a Saturday or Sunday will be observed on the preceding Friday or following Monday as designated by the CEO. To be eligible for Holiday pay, an employee must work or be on approved leave the day before and the day after the recognized Holiday.

Time worked on a holiday by non-exempt staff is paid at time and a half.

If a full-time benefited employee works on a holiday or works forty regularly scheduled hours in a week with a holiday, the employee's supervisor will schedule an alternate holiday in that pay period. If the supervisor determines that the schedule does not allow for an alternate holiday the employee will receive eight hours of holiday pay. If the employee desires and the supervisor approves, instead of an alternate holiday or holiday pay, the employee may request an additional floating holiday. Floating holidays must be used in the calendar year they are earned.

Holiday pay will not be used to calculate overtime pay.

All full-time, regular employees receive 4 floating holidays per year. These two floating holidays may be used as a substitute for a public holiday and taken at a time agreed upon by both the employee and the employee's supervisor.

Floating holidays are available at the beginning of each calendar year for all current employees. A new employee hired in the first quarter of the year will receive (3) floating holidays upon hire. A new employee hired in the second quarter of the year will receive (2) floating holidays upon hire. A new employee hired in the third quarter of the year will receive (1) floating holidays upon hire. A new employee hired in the fourth quarter of the year will receive (4) floating holidays upon the start of the next year.

Employees must specify the day(s) for which they are requesting to use a floating holiday(s). The request must be scheduled and approved in advance by the employee's supervisor.

Floating holidays will not be carried over to the next calendar year, nor may they be paid out if unused or paid upon termination of employment.

Paid Time Off (PTO)

The Friends of the Topeka Zoo Paid Time Off policy (PTO) is an all-purpose time-off policy for eligible associates to use for vacation, illness or injury, and personal business. It combines traditional vacation, personal days and sick leave plans into one flexible paid time off policy. This paid time off is managed by the associate, but particular absences nevertheless require management approval. Thus, merely having time accrued in the PTO bank does not necessarily entitle an associate to use that time for a given purpose on a particular date; absences remain subject to management approval, and absences may be considered unexcused and/or excessive despite a positive PAL accrual balance.

Years of Completed Service

Annual PTO Days (Hours)

Less than one year	15 (120)
One and Two years	18 (144)
Three and Four years	19 (152)
Five and Six years	20 (160)
Seven and Eight years	21 (168)
Nine and Ten years	22 (176)
Eleven and Twelve years	23 (184)
Thirteen and Fourteen years	24 (192)
Fifteen and Sixteen years	25 (200)
Seventeen and Eighteen years	26 (208)
Nineteen years and thereafter	27 (216)

80 hours of PTO may be carried from one year to the next. At the end of the year, any balance of unused PTO over 80 hours may be transferred to an employee’s short-term disability bank which may be used by the employee in the event the employee qualifies for short-term disability. An employee may bank up to 240 hours of leave into their short-term disability bank. PTO banked into a short-term disability fund does not pay out at separation.

PTO is paid out at separation in the following manner. An employee who separates during the first quarter of the year will receive in pay, the unused portion of the first 25% of PTO earned. An employee who separates during the second quarter of the year will receive in pay, the unused portion of the first 50% of PTO earned. An employee who separates during the third quarter of the year will receive in pay, the unused portion of the first 75% of PTO earned. An employee who separates during the fourth quarter of the year will receive in pay, the unused portion of the PTO earned that year.

Conservation Leave

We believe conservation is an important part of our work here at FOTZ. As such, FOTZ grants all employees Conservation Leave. Each employee is allowed 8 hours off annually to do conservation work elsewhere. This includes things such as:

- Clean up events of all kinds in natural areas
- Manhole painting project to help protect waterways
- Planting natives
- Maintaining restoration sites
- Monarch tagging
- Black footed ferret surveys
- Working with Salt Creek Tiger Beetles
- KAW river clean up days

- and other events we are lining up now to provide more opportunities

In order to be paid for your conservation leave, please arrange your time off with your supervisor, ensure that what you are planning to do will qualify as conservation work, and report your hours and activities to the Animal Curator responsible for ACRS reporting.

Jury Duty

FOTZ grants employees paid time off for mandatory jury duty. If an employee is excused for jury duty, the employee is expected to return to work during regular working hours.

In order for leave to be reviewed and approved, employees must provide their Supervisor with a copy immediately upon receiving a notice, subpoena, or court order, as well as documentation to support the jury duty as long as it is in effect.

Time Off to Vote

On official federal, state, and local election days, employees may exercise their right to vote in elections. Employees who choose to vote should do so before work or after work. If it becomes impossible to vote before or after work, the employee should speak with his/her supervisor about other options.

Bereavement Leave

FOTZ offers bereavement leave to provide a time of mourning following the loss of an immediate family member. The employee must receive prior approval from his/her supervisor for the use of bereavement leave.

Full-time employees are granted three (3) days paid bereavement leave for the death of an immediate family member. For the purpose of this policy, "immediate family" member is defined as a spouse, child, parent, brother, sister, grandparent, grandchild, stepfamily member, in-law, or legally adopted relationships of this group. If other family members not included in this group reside in the same household of the employee, leave may also be granted with the approval of the Supervisor.

If additional time off is needed for travel or funeral-related activities, or if an employee would like time off for the death of a friend or family member not included in this definition of immediate family, employees may request to use accrued vacation time or take an unpaid leave of absence.

Unpaid Time Off

It is important for FOTZ to meet operational expectations. Full-time regular staff are expected to work hours scheduled. In the event that during an employee's work week, the employee does not work forty hours or a combination of leave and work equaling forty hours, the difference will have to be accounted for. If the time not worked is greater than thirty minutes the employee must use PTO to make up the time to forty hours. If the time not worked is less than thirty minutes, the employee can choose to not be paid or make up the time using PTO.

Unpaid Leave of Absence (LOA)

Occasions may arise when an employee desires extended time off for personal reasons. Leave may be for reasons of illness, maternity, paternity, adoption, or to provide extended care to a spouse, child, or parent for up to twelve (12) weeks. The CEO in his/her sole discretion, may grant employees an unpaid

LOA for such purposes. Each request is handled individually taking into account employees work record, length of service and nature of request.

If the employee requires an extended LOA beyond the permitted twelve (12) weeks, a request in writing must be presented to the CEO at least two (2) weeks in advance of the requested departure date. If granted, the employee may use accrued, authorized Vacation time while he/she is on LOA. If the employee does not have accrued PTO time, the absence will be unpaid. Employees on a LOA may be permitted to continue health insurance coverage provided they make arrangements to pay the employee and dependent coverage premiums. An employee's failure to pay a premium within thirty (30) days after it becomes due may result in cancellation of coverage.

At the expiration of leave or any extension thereof, the employee shall be reinstated in the same job held before leave, if available. If the same job is not available, the employee will be reinstated in a similar job which he/she is qualified to perform.

If the employee fails to report at the expiration of the approved LOA, the employee will be considered to have abandoned his/her job and voluntarily terminated employment with FOTZ.

Short-term Disability

The short-term disability benefit provided by FOTZ is an employee-funded benefit through individual employees banking unused PTO as described above. Unused PTO banked into an employee's short-term disability bank provides income replacement for employees unable to work due to illness or injury.

Regular, full-time employees who have transferred unused PTO into their short-term disability bank are eligible. To use short-term disability leave, an employee must have drawn down their PTO to a level of no more than 10 days at 8 hours per day (80 hours) and must provide to their supervisor medical certification of the disability that includes the start and expected end date of the disability. An employee receiving workers' compensation or disability pay under any state or federal plan is ineligible for this benefit. To be eligible for continued disability benefits, the employee must not engage in outside employment and is expected to avoid activities that may delay recovery and return to work.

Short-term disability benefit will not exceed what is in an employee's short-term disability bank. Short-term disability will be paid out of an employee's short-term disability bank at 100% of the employee's current pay rate. Payments are made on regularly scheduled paydays. The benefit is taxable income. The benefit will terminate at the end of the disability or six months from the date of illness or injury whichever comes first.

The employee must return to work as soon as permitted by his or her health care provider. The employee must submit a fitness-for-duty clearance to its supervisor. An employee whose absence has

been designated as Family and Medical Leave Act (FMLA) leave is eligible for reinstatement as provided by the FMLA.

Pregnant employees who experience complications to the employee's health during pregnancy or delivery, may utilize their short-term disability bank if time is available in their bank until released to normal activity by their health care provider. Parental leave will commence at the conclusion of any related short-term disability leave.

Long-term Disability

FOTZ provides a long-term disability insurance policy for each full-time employee. Refer to that policy for details pertaining to coverage.

Paid Parental Leave

FOTZ will provide up to six (6) weeks of paid parental leave to employees following the birth of an employee's child or the placement of a child with an employee in connection with adoption or foster care. The purpose of paid parental leave is to enable the employee to care for and bond with a newborn or a newly adopted or newly placed child.

Eligible employees must meet the following criteria:

- Have been employed with FOTZ for at least twelve (12) months (the twelve (12) months do not need to be consecutive).
- Have worked at least 1,250 hours during the twelve (12) consecutive months immediately preceding the date the leave would begin.
- Be a full- or part-time, regular employee (temporary employees and interns are not eligible for this benefit).

In addition, employees must meet one of the following criteria:

- Have given birth to a child.
- Be the biological parent to a new child.
- Have adopted a child or been placed with a foster child (in either case, the child must be age seventeen (17) or younger). The adoption of a new spouse's child is excluded from this policy.

To request Paid Parental, leave the employee will provide their supervisor with notice of the request for leave at least thirty (30) days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible).

Eligible employees will receive a maximum of six (6) weeks paid parental leave per birth, adoption, or placement of a child/children. The fact that a multiple birth, adoption, or placement occurs (e.g., the birth of twins or adoption of siblings) does not increase the total amount of paid parental leave granted for that event. In addition, in no case will an employee receive more than six (6) weeks of paid parental

leave in a rolling twelve (12) month period, regardless of whether more than one birth, adoption or foster care placement event occurs within that twelve (12) month time frame.

Each week of paid parental leave is compensated at one hundred percent (100%) of the employee's regular, straight-time weekly pay. Paid parental leave will be paid on regularly scheduled pay dates.

Approved paid parental leave may be taken at any time during the twelve (12) month period immediately following the birth, adoption, or placement of a child with the employee. Paid parental leave may not be used or extended beyond this twelve (12) month time frame.

In the event of a female employee who herself has given birth; the paid parental leave will commence at the conclusion of any short-term disability leave/benefit provided to the employee for the employee's own medical recovery following childbirth.

Any unused paid parental leave will be forfeited at the end of the twelve (12) month time frame.

Upon termination of the individual's employment at FOTZ, he/she will not be paid for any unused paid parental leave for which he/she was eligible.

FOTZ will maintain all benefits for employees during the paid parental leave period just as if they were taking any other FOTZ paid leave such as paid vacation leave or paid sick leave.

Nursing Mothers

FOTZ makes a reasonable accommodation for breast feeding mothers by allowing those employees to express milk during the workday when separated from their newborn child.

Any employee who is breastfeeding will be provided up to two (2) break periods of thirty (30) minutes each, plus an additional thirty (30) minutes during her lunch period to express milk for her newborn and for up to two (2) years after the child's birth. The employee and her supervisor will agree on the times of these breaks, as well as the location to ensure privacy of the mother. If additional time is needed, the employee should notify the Supervisor.

Health Insurance

Full-time employees are eligible to participate in FOTZ's health insurance plan on the first day of the month following their first day of employment. If an employee does not enroll when initially eligible, he/she may enroll during the next annual enrollment period or when experiencing a qualifying change in status.

Retirement Savings Plan

All full-time employees twenty-one (21) and older are eligible to participate in FOTZ's retirement savings plan following six (6) months of employment and at least five hundred (500) hours. Employees who have worked less than six (6) months, but have completed one thousand (1000) hours will also be eligible to participate in FOTZ's retirement savings plan. Employees may enroll as specified in the Summary Plan Description.

FOTZ will contribute a matching contribution to the 401(k) plan based upon the employees' contribution. FOTZ currently matches up to four (4) percent of the employee's salary reduction contributions for the calendar year. Additionally, FOTZ will contribute an additional fifty cents (\$0.50) for each dollar contributed by the employee up to one (1) percent.

Employees may enroll, modify, or terminate salary reduction contributions as specified in the Summary Plan Description at any time. Employees will annually elect the percentage of salary reduction of their choice and the contributions will be deducted from each paycheck.

To request the Summary Plan Description, please contact the Director of Finance.

Military Leave

FOTZ complies with all requirements of the Uniformed Services Employment and Reemployment Rights Act (USERRA) and any applicable state military leave laws.

With proper documentation, a request for military leave for reserve duty or for active duty in the United States military or in the state national guard will be granted to any regular full-time or part-time employee without pay. Employees must promptly notify their Supervisor upon receipt of orders.

If an employee's absence is expected to last six (6) months or less, the employee will be placed on military leave of absence status. If an employee's absence is expected to exceed six (6) months, or the length of absence cannot be reasonably estimated, the employee will be separated from employment subject to reinstatement and bridging of service rights as required by law. The maximum amount of military leave is a cumulative period of five (5) years, as provided by law.

At the option of the employee, the employee may use previously earned, but unused, PTO hours while on military leave of absence. Upon return from military duty, an employee will be restored to such job and credited with such seniority and benefits as may be required by law.

If an employee has questions regarding FOTZ's military leave policy, applicable state and federal laws and continuation of benefits, he/she should speak with the Director of Finance.

Section 5: Performance Standards

Performance Evaluations

Performance Evaluations will be conducted at the end of the employee's introductory period and annually thereafter. The purpose of performance evaluations is to provide an objective and consistent means of measuring employees' overall effectiveness in their jobs and to set goals for future performance and professional growth. Supervisors and employees are given an opportunity to communicate openly regarding expected standards of performance, noteworthy accomplishments and progress, areas for improvement and career development potential. Performance evaluations are documented and signed by the employee and his/her supervisor.

Although performance evaluations are conducted annually, the employee performance process is ongoing and the employee's Supervisor will discuss job performance with the employee regularly and informally.

Attendance and Punctuality

In order to maintain a safe and productive work environment, FOTZ expects employees to be reliable and punctual in reporting for their scheduled work shift.

Absenteeism and tardiness place a burden on other employees and on FOTZ. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they must notify their supervisor as soon as possible. Voice mail and email messages are not acceptable except in certain emergency circumstances.

Poor attendance and excessive tardiness is disruptive and may lead to disciplinary action, up to and including termination of employment. If an employee fails to report to work or call in to inform their supervisor of the absence for three (3) consecutive days, the employee will be considered to have voluntarily resigned from his or her employment with FOTZ.

Progressive Discipline

FOTZ administers equitable and consistent discipline for unsatisfactory conduct or performance in the workplace. FOTZ's own best interest lies in ensuring fair treatment of all employees and in making certain disciplinary actions are prompt, uniform and impartial. The major purpose of any disciplinary action is to correct the problem, prevent its recurrence and prepare the employee for satisfactory service in the future.

Disciplinary action may call for any of the following four (4) steps – verbal warning, written warning, suspension with or without pay, or termination of employment – depending on the severity of the problem and the number of occurrences. There may be circumstances when one or more steps are bypassed, at the CEO's discretion.

Progressive discipline means, with respect to most disciplinary problems, these steps will normally be followed: a first offense may call for a verbal warning; the second offense may be followed by a written warning; the third offense may lead to an unpaid suspension; and, the fourth offense may then lead to termination of employment.

FOTZ recognizes there are certain types of employee problems serious enough to justify either a suspension, or in extreme situations, termination of employment, without going through the progressive discipline steps. By using progressive discipline, FOTZ hopes most employee problems will be corrected at an early stage, benefiting both the employee and FOTZ.

Section 6: Safety and Security

Health and Safety

FOTZ strives to provide each employee with a safe, comfortable, and healthy work environment. FOTZ provides employees with the tools, training, facilities, and information necessary to work in a safe and efficient manner. All employees have the opportunity and responsibility to contribute to a safe work environment by using safe practices and by notifying management when any health or safety issues are present. All employees are encouraged to partner with management to ensure maximum safety for all.

Anyone noticing a violation of the Occupational Safety and Health Act (OSHA) or who feels unsafe in his/her work environment should notify their supervisor.

Building Security

FOTZ employees should make every effort to be aware of strangers on the premises. Anyone noticing an unfamiliar or unauthorized person on the premises should contact a Supervisor. An area unlocked by an employee must be locked upon leaving. Keys are provided to employees requiring access and are the property of FOTZ. All employees with a key must return the key immediately upon request.

Employees should not bring large sums of money, jewelry, or other valuables to work. FOTZ is not responsible for personal property that is lost, damaged, stolen or destroyed, including personal vehicles.

On-The-Job Accident Reporting

Any job-related injury or illness, regardless of severity, must be reported immediately to the employee's Supervisor for prompt and trained evaluation and medical attention. For non-life threatening injuries, the employee must report the accident or injury to his/her Supervisor within twenty-four (24) hours. This policy is not to preclude an employee from calling 911 or emergency personnel should the situation warrant immediate medical attention. The employee's Supervisor will complete an initial safety incident report and forward it to the main office.

Failure to observe and follow the accident reporting procedures is grounds for disciplinary action, up to and including termination of employment.

Workers Compensation

The workers compensation program provides insurance coverage for injuries or illnesses which occur during the course of an employee's employment and require medical, surgical or hospital treatment. Subject to legal requirements, workers compensation insurance begins after a short waiting period. If an employee is hospitalized, the benefits begin immediately.

It is important for employees to inform their Supervisor of any work-related injury or illness immediately. Prompt reporting helps to ensure that employees qualify for coverage as quickly as possible and allows FOTZ to complete an investigation, if necessary.

Infectious Disease Control Policy

FOTZ will take proactive steps to protect the workplace in the event of an infectious disease outbreak. It is the goal of FOTZ during any such time period to strive to operate effectively and ensure that all essential services are continuously provided and that employees are safe within the workplace.

FOTZ is committed to providing authoritative information about the nature and spread of infectious diseases, including symptoms and signs to watch for, as well as required steps to be taken in the event of an illness or outbreak.

FOTZ will ensure a clean workplace, including the regular cleaning of objects and areas that are frequently used, such as bathrooms, breakrooms, conference rooms, door handles and railings. Employees are expected to cooperate in taking steps to reduce the transmission of infectious disease in

the workplace by staying home when ill and following Center of Disease Control and Prevention (“CDC”) guidelines.

Unless otherwise notified, normal attendance and leave policies will remain in place. Individuals who believe they may face particular challenges reporting to work during an infectious disease outbreak should speak with their supervisors about the potential to work from home temporarily or on an alternative work schedule. Telework requests will be handled on a case-by-case basis. While not all positions will be eligible, all requests for temporary telecommuting should be submitted to the employee’s supervisor for consideration.

If an employee is out sick or show symptoms of being ill, it may become necessary to request information from the employee and/or the employee’s health care provider. In general, requests for medical information are used to confirm an employee’s need to be absent, to show whether and how an absence relates to the infection, and to know that it is appropriate for the employee to return to work. As always, FOTZ expects and appreciates employee cooperation if and when medical information is sought. It is FOTZ’s policy to treat any medical information as a confidential medical record. In furtherance of this policy, any disclosure of medical information is in limited circumstances with supervisors, managers, first aid and safety personnel, and government officials as required by law.

Workplace Violence Prevention

FOTZ is committed to preventing workplace violence and creating a safe work environment. This policy explains FOTZ’s guidelines for dealing with intimidation, harassment, violent acts, or threats of violence which might occur during business hours or during work-related settings. FOTZ does not allow behavior in the workplace at any time which threatens, intimidates, or coerces other employees or vendors.

Employees should immediately report a violent act or a threat of violence by anyone to their Supervisor. FOTZ will promptly investigate all reports of violent acts or threats of violence, as well as all suspicious people and activities involved. FOTZ will protect the identity of a person who makes a report when reasonably possible to do so under the circumstances. Until FOTZ has investigated a report, FOTZ may suspend an employee, either with or without pay, if FOTZ believes it is necessary for safety reasons and/or to conduct the investigation. If an employee commits a violent act, threatens violence, or violates these guidelines in any way, he/she will be subject to disciplinary action, up to and including termination.

FOTZ wants to help employees resolve their problems before they become more serious and possibly violent. FOTZ will not discipline any employee who reports violent acts or threats of violence to FOTZ’s attention in good faith.

Emergency Closings

There may be times when emergencies, such as severe weather, fires, power failures or tornadoes, disrupt normal business operations at FOTZ or require that FOTZ close. The CEO at his/her sole discretion, will decide whether FOTZ will be closed or remain open for normal business operations during emergency situations. Supervisors will notify their employees of emergency closings.

When the CEO determines FOTZ will close due to emergency weather conditions, non-essential employees who are regularly scheduled to work during this time will not report to work but will receive

their regular rate of pay and such pay will not be deducted from the employee's PTO accrual balance. Essential employees must still report to work. Essential employees include Animal Care, Animal Health and Maintenance staff and other staff that may be designated case by case to assist with snow or debris. Essential staff that can arrange their day in a way to leave early must use accrued PTO to balance their time.

When the CEO determines FOTZ will remain open for normal business operations, but an employee is unable to report to work, the employee will not be paid for the time off. However, the employee may request to use accrued PTO.

Weapons Free Workplace

FOTZ is committed to maintaining a safe, healthy, secure, and efficient working environment for its employees, and to protecting FOTZ property, equipment, and operations.

For the sake of interpretation relating to this policy, knives with blades shorter than six inches carried by staff as tools to be used in their daily work flow are not considered to be weapons. The same is true for other saws, blades and cutting devices used in normal work flow. However, if a tool is used as a weapon then this policy will apply.

To this end, **no weapons or explosives of any type will be allowed on FOTZ's premises.** Weapons include firearms, explosives, knives, and other weapons that might be considered dangerous or that could cause harm. Therefore, possession and/or use of all weapons (including licensed and concealed handguns) on FOTZ premises before, during or after the time an employee is on duty is not permitted. Premises are defined as: FOTZ owned or leased or licensed buildings and grounds. Failure to abide by all terms and conditions of the policies described above may result in disciplinary action, up to and including termination and/or prosecution.

This policy shall not be construed to create any duty or obligation on the part of FOTZ to take any actions beyond those required of an employee by existing law.

If an employee becomes aware of anyone violating this policy, he/she should report it to their supervisor immediately. An exception to this policy exists for managers that are licensed to carry who are responding to the premises afterhours in an emergency situation and for gun team members who are responding to an emergency situation.

Tobacco, Smoke, and Vape-Free Workplace

FOTZ prohibits smoking, vaping, or tobacco use in any form throughout all FOTZ property. Employees may smoke, vape, or use tobacco products outside in the designated areas during approved breaks. Please contact your supervisor for additional information regarding when and where tobacco may be used.

Drug and Alcohol Use

FOTZ is committed to providing and maintaining a drug-free and alcohol-free workplace. Therefore, the following conduct is prohibited on or in FOTZ's property or on FOTZ's time, by employees and non-employees:

- the unlawful use, possession, sale, distribution, dispensation or manufacture of any illegal drug;
- the use, possession, transfer or sale of any paraphernalia which is reasonably believed to be used in connection with illegal drugs;
- working while under the influence of illegal drugs, even if used or consumed off-duty or off-premises; and/or
- working while under the influence of alcohol, even if used or consumed off duty or off premises.

“Legally prescribed drugs” are defined as any prescription or nonprescription drug which may impair working ability. If an employee takes a legally prescribed drug he/she must notify his/her Supervisor if its use is expected to adversely affect the performance of the essential functions of his/her job. Employees have a duty to know if the legal prescription or nonprescription drugs they are taking may impair their ability to work.

FOTZ will conduct drug and/or alcohol testing of any employee involved in a work-related accident or injury under circumstances which suggest possible use or influence of drugs or alcohol in the accident or injury event. “Involved in an on-the-job accident or injury” means not only the one who was or could have been injured, but also any employee who potentially contributed to the accident or injury event in any way.

There may be occasions when FOTZ or a donor may sponsor an event where alcoholic beverages are served. Employees are viewed as representatives of FOTZ, either working or attending such events. FOTZ expects employees to act in a professional manner, so not to damage or negatively impact the reputation of FOTZ, or expose FOTZ to undue legal liability. Employees should not operate motor vehicles or engage in hazardous activities if impaired by alcohol, legal substances, or illegal substances. Employees violating this policy may be subject to termination, in addition to civil and/or criminal penalties.

FOTZ reserves the right to conduct drug and/or alcohol tests at any time, with or without reasonable suspicion and with or without advance notice. Such testing may include pre-employment (including job transfers and promotions), post-accident, reasonable suspicion, periodic, random, post-leave, post-rehabilitation, and/or any other types of testing. In addition, FOTZ reserves the right to search employees and their work areas without advance notice and without reasonable suspicion. Refusal to cooperate in these procedures may result in disciplinary action, up to and including termination.

Section 7: Termination of Employment

Termination of Employment

Termination of employment is inevitable within any organization, and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated:

- Resignation - voluntary employment termination initiated by an employee.
- Discharge - involuntary employment termination initiated by FOTZ.
- Layoff - involuntary employment termination initiated by FOTZ for non-disciplinary reasons.

- Retirement - voluntary employment termination initiated by the employee meeting age, length of service and any other criteria for retirement from the organization.

Since employment with FOTZ is “at will”, both the employee and FOTZ have the right to terminate employment at any time, for any reason or no reason, with or without cause. Employees will receive their final paycheck in accordance with the applicable state law.

Employees who voluntarily resign from FOTZ are requested to provide at least two (2) weeks’ notice in writing of their intent to resign. Notice should be signed and include the employee’s anticipated date of departure, reason for resignation and other pertinent data. FOTZ reserves the right to release an employee prior to his/her anticipated departure date. An employee’s separation date is the last day he/she works at the Topeka Zoo and Conservation Center.

Employee Acknowledgement Form

I acknowledge that I have received a copy of this Employee Handbook (hereinafter “Handbook”) from the Friends of the Topeka Zoo, Inc. (FOTZ).

I understand it is my responsibility to read and comply with the policies contained in the Handbook and revisions made to it. I understand that I should consult my supervisor regarding questions not answered in the Handbook.

I understand FOTZ reserves the right to modify, change, delete, supplement, rescind, or revise information contained in the Handbook, as FOTZ deems necessary or appropriate, at its sole and absolute discretion and with or without advance notice. Changes will be communicated through standard communication channels. The CEO must approve revisions to the Handbook. I understand that the Handbook is the property of FOTZ and I must return it to FOTZ at the conclusion of my employment.

I have entered into my employment relationship with FOTZ voluntarily and acknowledge that there is no specified length of employment. I understand my employment with FOTZ is “at will”, and either I or FOTZ may terminate the employment relationship, with or without cause, for any reason or no reason, at any time, so long as there is no violation of applicable federal or state law.

Furthermore, I acknowledge that this Handbook is neither a contract of employment nor a legal document. I have received the Handbook, and I understand that it is my responsibility to read and comply with the policies contained in this Handbook and any revisions made to it.

Employee Signature: _____

Printed Name: _____

Date: _____