



# Employee Handbook

Approved by the TPE Board of Directors – July 19, 2020

## ***Important***

Your employment with The Prairie Enthusiasts 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 TPE at any time, with or without notice and with or without cause.

Nothing in this handbook or any other TPE 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 President 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 and signed by the President.

If a written contract between you and TPE 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.

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## **1.0 Welcome**

The Prairie Enthusiasts, Inc. (TPE) is a grass-roots membership corporation organized as a 501(c)(3) nonprofit. Our mission is to ensure the perpetuation and recovery of prairie, oak savanna, and other associated ecosystems of the Upper Midwest through protection, management, restoration, and education. In doing so, we strive to work openly and cooperatively with private landowners and other private and public conservation groups.

As a staff member, you will have the opportunity to learn, contribute and grow professionally. TPE recognizes the importance of each employee's contribution to TPE. These contributions are most effective when all staff members work together as a team. The team's goal is to provide the best service possible. Your loyalty and dedication to further the reputation and integrity of TPE are very important.

As an employee of TPE, we hope you find your employment to be enjoyable, challenging and rewarding.

## **2.0 Introductory Policies**

### *2.1 Diversity and Equal Opportunity Employment*

TPE both values and promotes diversity as a strategic advantage. Diversity refers to human differences, whether based on training, talents, culture, ethnicity, gender, religion, physical ability, sexual orientation and/or age, among others.

For these reasons, Equal Employment Opportunity (based upon personal capabilities and qualifications, without discrimination because of race, color, religion, gender, age, sexual orientation, national origin, marital status, citizenship status, disability, veteran status, or any other protected characteristic as provided in applicable federal, state or local fair employment laws) is a fundamental commitment at TPE.

TPE embraces a work environment where differences are respected, employees are treated fairly, and individual contributions are valued. Equal opportunity extends to all aspects of the employment relationship, including recruitment and hiring, transfers, promotions, training, working conditions, compensation, benefits, terminations, job assignments, personal leaves and other terms and conditions of employment.

The President has overall responsibility for this policy. Employees' questions or concerns should be referred to the President. A violation of this policy will result in immediate and appropriate disciplinary action, up to and including termination.

### *2.2 Americans with Disabilities Act*

TPE is committed to complying with all applicable provisions of the Americans with Disabilities Act (ADA) and other similar state and local laws. In all hiring and employment practices, TPE makes an effort to ensure that it does not discriminate against any qualified individuals with a disability. Specifically, TPE will not discriminate against individuals with disabilities in regard to recruitment, hiring, position status changes, compensation, job assignments, personal leave, benefits, training, and any other term, condition, or privilege of employment.

If an accommodation is necessary, please discuss with your supervisor or human resources.

### 2.3 *Harassment*

TPE is firmly committed to providing a work environment that is free of discrimination and unlawful harassment. Actions, words, jokes or comments based upon an individual's sex, race, ethnicity, age, religion or any other legally protected characteristics are not acceptable. Harassment (both overt and subtle) is a form of employee misconduct that both demeans another person and undermines the integrity of the employment relationship by creating an intimidating, hostile, and offensive working environment.

Sexually harassing conduct or any type of unlawful harassment by anyone in the work place is strictly prohibited. This includes, without limitation, unwelcome propositions, suggestive comments, physical advances, display of offensive materials, or the creation of a hostile or offensive work environment. Any employee who violates this policy will be disciplined, including possible termination of employment. TPE will not tolerate unlawful harassment, sexual or otherwise.

Any employee who is subjected to sexual or other unlawful harassment should immediately report the harassment to their immediate supervisor or the Executive Director. If the employee is not comfortable reporting the behavior to the Executive Director, he/she should contact the President.

TPE will promptly, actively and confidentially pursue investigation of all formal and informal, verbal and written complaints of sexual and other unlawful harassment. After a thorough investigation, any manager, supervisor, or other employee found to have harassed another employee will be subject to discipline, including possible termination. The investigation and results shall be kept as confidential as possible, but TPE may be required under law to disclose such investigation and results.

TPE will not retaliate or in any way take action against an employee for presenting a complaint of harassment. The employee's position and/or opportunities for advancement will not be jeopardized as a result of filing a harassment complaint. The reporting and/or refusal of sexual advances will never adversely affect that employee's employment, including any advancement, evaluation, and assigned duties.

Each of us has the responsibility to maintain a work environment free of harassment, sexual or otherwise, and must take immediate and appropriate corrective measures when necessary.

### 2.4 *Religious Accommodation*

The Prairie Enthusiasts 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 TPE dress code or the individual's schedule, basic job duties, or other aspects of employment. TPE 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 TPE question the validity of a person's belief.

If you require a religious accommodation, speak with your Supervisor.

## **3.0 Hiring Policies**

### 3.1 *Conflicts of Interest*

The Prairie Enthusiasts is concerned with conflicts of interest that create actual or potential job-related concerns, especially in the areas of confidentiality, landowner relations, safety, security, and morale. If there is any actual or

potential conflict of interest between you and a competitor, supplier, granting agency, distributor, or contractor to TPE, you must disclose it to your supervisor. If an actual or potential conflict of interest is determined to exist, TPE will take such steps as it deems necessary to reduce or eliminate this conflict.

### *3.2 Job Descriptions*

TPE attempts to maintain a current 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 TPE 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, TPE may have to revise, add to, or delete from your job duties per business needs. On occasion, TPE may need to revise job descriptions with or without advance notice to employees.

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

### *3.3 Posting of Openings*

The Prairie Enthusiasts desires to promote qualified employees from within where it believes that is possible, consistent with the need to assure that all positions are staffed by highly competent individuals. New job openings generally will be shared internally and posted on our Internet site.

Temporary, internship, work-study, and fellowship positions can be established and filled by the Chapters. It is not necessary that these positions be advertised publicly. None of the positions in this category are considered regular employees. Chapters will work with the Executive Director to set up the temporary staff in the HR and payroll system.

### *3.4 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 TPE. 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, you will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by TPE.

## **4.0 Wage and Hour Policies**

### *4.1 Attendance Policy*

If you know ahead of time that you will be absent or late, 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.

TPE 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 Meal and Rest Periods*

TPE strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods.

#### 4.3 *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, TPE 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, and sick leave days do not count as time worked for computing overtime.

#### 4.4 *Pay Period*

At TPE, the standard pay period is monthly for all employees. 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.

#### 4.5 *Direct Deposit*

TPE requires all employees to enroll in direct deposit. A written explanation of your deductions and payroll will be given to you on the designated paydays in lieu of a check.

#### 4.6 *Introduction to Wage and Hour Policies*

At TPE, pay depends on a wide range of factors, including pay scale surveys, individual effort, and market forces. If you have any questions about your compensation, including matters such as paid time off, overtime, benefits, or paycheck deductions, speak with your Supervisor.

#### 4.7 *Paycheck Deductions*

TPE 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, spending accounts, or other services. Your deductions will be reflected in your wage statement.

TPE 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.

#### 4.8 *Recording Time*

TPE is required by applicable federal, state, and local laws as well as by certain granting agencies to keep accurate records of hours worked by certain employees. To ensure that TPE 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 TPE timekeeping system. Exempt employees are also required to track days or time worked. Speak with your Supervisor for specific instructions.

You must accurately record all work your time to ensure you are paid for all hours worked and must follow established TPE procedures for recording your hours worked.

Notify your supervisor of any pay discrepancies, unrecorded or mis-recorded work hours.

Falsifying time entries is strictly prohibited. Falsifying time entries includes working "off the clock." 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 to the President 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.

#### *4.9 Work Expenses Policy*

The purpose of this policy is to define approved non-travel business expenses and the authority for incurring and approving such expenses at TPE.

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

#### **Work Meetings (Employer-Sponsored Events and Meetings)**

TPE pays for expenses necessary to achieve a valid business purpose when meetings are held with members, volunteers, landowners, partners, vendors, or other TPE employees. The most senior TPE individual present is to pay for and report all expenses whenever possible.

TPE will make every effort to have a master account set up for TPE-wide and large group events. However, if you are at a small meeting or staying by yourself at a hotel, pay individually and submit for reimbursement accordingly.

#### **Entertainment**

TPE pays for entertainment expenses only when they clearly benefit TPE. The most senior individual present is to pay for and report all expenses.

#### **Technical and Training Seminars**

TPE pays for expenses associated with attendance at classes and seminars that enhance job-related skills. Prior approval must be obtained by your Supervisor.

#### **Other Expenses**

TPE will pay for postage and other expenses that are for business purposes.

#### **Reporting**

Report approved expenses on the standard expense report form and include a description of the expense, its business purpose, date, place, and the participants.

#### *4.10 Travel Expenses*

The purpose of this policy is to define approved business travel expenses and the authority for incurring and approving such expenses at TPE.

Travel expenses are the reasonable and necessary expenses incurred by employees when traveling on approved TPE business trips. 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**

TPE 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**

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

- Airline tickets.
- Meals and lodging.
- Car rental, bus, taxi, parking.
- 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.

## **Air Travel**

Use economy or tourist class airfares when traveling on TPE business. In addition, private, noncommercial aircraft or chartered aircraft is not to be used.

Airfares are to be charged to personal credit cards and subsequently submitted for reimbursement.

## **Hotels**

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

## **Personal Vehicles**

When using your own vehicle for business purposes, you must maintain a valid driver's license and insurance coverage as required by law. Travel between your home and the organization office for staff meetings is not considered to be business travel. You may not use your personal vehicle for business travel without authorization. You will be reimbursed for vehicle use at the standard IRS mileage rate. The Executive Director 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.

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

### *5.1 Supervision*

All employees, including those hired by and reporting to chapters, will have a single designated immediate Supervisor. TPE employees may be hired by and will functionally report to either the President (in the case of the Executive Director), organization staff, or local chapters. All TPE employees, whether full or part-time, regular or temporary, central or chapter-based, are subject to the personnel policies and provisions reflected in this Handbook. The Executive Director is responsible for compliance with all parts of TPE's personnel policies by and on behalf of all employees.

### *5.2 Performance Feedback*

TPE will make efforts to periodically discuss and review your work performance. The performance feedback process will take place annually, or as business needs dictate. You may specifically request that your supervisor assist you in developing a performance improvement plan at any time.

The performance feedback 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.

### *5.3 Pay Raises*

Depending on financial health and other organizational factors, efforts will be made to give pay adjustments consistent with fund availability, job performance, and the consumer price index. TPE may also make individual pay increases based on merit or due to a change of job position or responsibilities.

### *5.4 Promotions*

To match you with the job for which you are best suited and to meet the business needs of TPE, 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.

### *5.5 Open Door/Conflict Resolution Policy*

TPE 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 workplace to the attention of your Supervisor, the Executive Director, and, if necessary, to The Executive Committee. To help manage conflict resolution we have instituted the following problem resolution process:

If you believe there is inappropriate conduct or activity on the part of TPE, management, its employees, vendors, members, volunteers, partners, or any other persons or entities related to TPE, bring your concerns to the attention of your Supervisor. 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 Executive Director, or, if necessary, the Executive Committee. Describe the problem, those persons involved in the problem, efforts you have made to resolve the problem, and any suggested solution you may have.

### *5.6 Outside Employment*

Outside employment that creates a conflict of interest or that affects the quality or value of your work performance or availability at TPE is prohibited. TPE 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. Any outside employment that will conflict with your duties and obligations to TPE should be reported to your Supervisor. Failure to adhere to this policy may result in discipline up to and including termination.

### *5.7 Standards of Conduct*

TPE 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.
- Being under the influence of alcohol during working hours on TPE property (including in TPE vehicles), or on TPE 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 TPE or in the preparation of any employment-related documents including, but not limited to, job applications, personnel files, employment review documents, , or expense records.
- Taking or destroying TPE 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.
- 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 TPE premises during working hours.
- Use of obscene or harassing (as defined by our EEO policy) language in the workplace.
- Engaging in outside employment that interferes with your ability to perform your job at this TPE.
- Gambling on TPE premises.
- Lending keys or keycards to TPE 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.

### *5.8 Disciplinary Process*

Violation of TPE policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. TPE encourages a system of progressive discipline depending on the type of prohibited conduct. However, TPE 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.

Any disciplinary process for employees reporting to chapters will be conducted with the consultation and involvement of the Executive Director and, where appropriate, the President.

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 TPE 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.

### 5.9 *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 TPE.

### 5.10 *Exit Interview*

You may be asked to participate in an exit interview when you leave TPE. 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 TPE in developing effective recruitment and retention strategies. Your cooperation in the exit interview process is appreciated.

## **6.0 General Policies**

### 6.1 *Computer Security and Copying of Software*

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

All software acquired for or on behalf of TPE or developed by TPE employees or contract personnel on behalf of TPE, is and will be deemed TPE property. It is the policy of TPE to respect all computer software rights and to adhere to the terms of all software licenses to which TPE 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 TPE to both civil and criminal penalties under the United States Copyright Act. To purchase software, obtain your manager's approval.

You may not duplicate, copy, or give software to any outsiders including members, volunteers, contractors, partners, and others. You may use software on local area networks or on multiple machines only in accordance with applicable license agreements entered into by TPE.

### 6.2 *Employer Sponsored Social Events*

TPE holds periodic social events for employees. 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 may be available at these events. If you choose to drink alcoholic beverages, you must do so in a responsible manner. Do not drink and drive. Instead, please call a taxi or appoint a designated driver.

### 6.4 *Employer Property*

Personal use of TPE property is acceptable outside of work hours. You are responsible for returning TPE property in good condition and repairing or replacing any property damaged as the result of personal use or as the result of negligence.

### 6.5 *Personal Data Changes*

It is your obligation to provide TPE with your current contact information, including current mailing address and telephone number. Inform TPE 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 Executive Director.

#### *6.6 Social Media Policy*

TPE takes no position on your decision to start or maintain a blog or participate in other social networking activities. Blogging or other forms of social media or technology include but are not limited to video or wiki postings, sites such as Facebook, Instagram and Twitter, chat rooms, personal blogs or other similar forms of online journals, diaries or personal newsletters not affiliated with TPE.

TPE respects the right of our employees to write blogs and/or contribute on social networking sites and does not want to discourage you from self-publishing and self-expression. We in no way discriminate against employees who use these media for personal interests and affiliations or other lawful purposes.

However, if you choose to identify yourself as an employee of TPE, some readers may view you as a spokesperson for the organization, so your personal views may be inaccurately taken to be those of the organization. Because of this possibility, we ask that you expressly and clearly state that your views expressed in your blog or social networking area are your own and not those of the organization.

We ask that you not post on personal blogs or other sites the name, trademark, or logo of TPE or any business or organization with a connection to TPE. Employees may not post on personal blogs or social networking sites photographs of other employees, landowners, volunteers, or members.

Use of personal social media at work is discouraged except during lunch or after normal business hours. Everything you do on/through a computer owned by the organization is assumed accessible to TPE there is no assumption of privacy.

#### *6.10 Third Party Disclosures*

From time to time, TPE 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 TPE and should refer any call requesting the position of TPE 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.

#### *6.11 Use of Organization Technology*

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

This policy governs the use of all IT resources and communications systems owned by or available at TPE, 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.
- TPE-owned telephones and voicemail systems, including wired and mobile phones.
- TPE-owned printers, photocopiers, and scanners.
- All other associated computer, network, and communications systems, hardware, peripherals, and software, including network key fobs and other devices.

## **General Provisions**

TPE IT resources and communications systems are to be used for organization purposes only unless otherwise permitted under applicable law. An exception is that use of a TPE computer for personal purposes is allowed.

All content maintained in TPE IT resources and communications systems are the property of TPE. 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 TPE electronic information and communications systems.

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

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 TPE IT resources and communications systems.

## **Violations**

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

### *6.12 Workplace Privacy and Right to Inspect*

TPE property, including but not limited to lockers, phones, computers, tablets, desks, work place areas, vehicles, or machinery, remains under the control of TPE 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 TPE premises including that kept in lockers and desks.

## **7.0 Benefits**

### *7.1 Holidays*

TPE offers the following ten paid holidays each year:

- New Year's Day
- Martin Luther King Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- New Year's Eve
- Two holidays of the employee's choosing

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.

### 7.2 *Paid Time Off (PTO)*

Time away from work to relax and pursue other interests is essential for a balanced life which is a value that TPE promotes. Paid time off (PTO) provides all full and part-time employees with paid time away from work that can be used for sick leave, vacation, and personal time.

All regular full and regular part-time employees are eligible for PTO. Part-time employees earn PTO on a pro-rated basis. PTO is not available to Limited Term Employees (including temporary or seasonal employees, work study students, and interns), Consultants or those whose job status specifically excludes benefits.

PTO should be scheduled in advance and have supervisory approval, except in the case of illness or emergency. PTO should not be taken for designated holidays or for time off in accordance with the organizations policy for jury duty, military duty, or bereavement.

PTO is earned on a pay period basis and credited to the employee. Eligibility to earn PTO is contingent on an employee having worked or utilized PTO for the pay period. PTO is not earned for periods when unpaid leave is taken. PTO is not earned by Limited Term Employees, Interns, or Consultants. PTO is earned on the following schedule:

<u>Years of Service</u>	<u>PTO</u>
First year	15 days (120 hr)
2 - 4	20 days (160 hr)
5 or more	25 days (200 hr)

PTO must be used during the calendar year in which it is accrued. There will be no PTO carry over to the next calendar year. The Executive Director must approve all scheduled absences for all employees. The employee should request PTO at least two weeks in advance. PTO may be used before it is accrued (up to the total number of PTO days available for the year). If an employee leaves TPE's employment and has a negative PTO balance (more used than accrued), the unaccrued and taken PTO will be subtracted from her or his last paycheck. When an employee leaves their TPE employment, any accrued but unused PTO will not be paid out.

### 7.3 *Bereavement Leave*

In the unfortunate event of a death of a family member or loved one, a leave of absence can be arranged. We recognize that each situation may be different and require customized arrangements. We ask that if you need to make use of this benefit, that you discuss your particular situation with the Executive Director. We will work to accommodate a need for time off with a paid leave of absence

### 7.4 *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.

### 7.5 *Personal Leave of Absence*

TPE 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 and part-time employees employed for at least 12 months are eligible to apply for an unpaid personal leave of absence.

## **Requesting Leave**

Requests for unpaid personal leave must be submitted to the Executive Director in writing at least 30 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.

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 TPE.

PTO 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.

### *7.6 Jury Duty Leave*

TPE 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] in place of unpaid leave.

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

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

### *7.7 Voting Leave*

If your work schedule prevents you from voting on Election Day, TPE will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of your Supervisor, consistent with applicable legal requirements.

### *7.8 Military Leave (USERRA)*

TPE 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.

### *7.9 Regular Full-Time Personnel*

Regular full-time employees are those are regularly scheduled to work 30 or more hours per week. Unless stated otherwise or specifically permitted by law, all the benefits provided to employees at TPE are for regular full-time employees only. This includes vacation, holiday pay, health insurance, and other benefits coverage.

### *7.10 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 TPE benefits unless specified otherwise in this handbook, in the benefit plan summaries, or specifically permitted by law.

### *7.1 Temporary Seasonal Personnel*

Temporary employees (including work study and interns) are hired for a specific period or specific work project, not to exceed 6 months in duration. TPE 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.

### *7.12 Unemployment Compensation Insurance Policy*

Unemployment compensation insurance is paid for by TPE 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 TPE.

### *7.13 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 TPE, 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.

### *7.14 Health Insurance Stipend*

TPE does not provide employee health insurance. All full-time regular employees are eligible to receive a monthly stipend in addition to their salary in lieu of the employer portion of health insurance.

### *7.15 Retirement Plan*

TPE will provide a 403(b) retirement plan available to all full-time, regular employees.

## **8.0 Safety and Loss Prevention**

### *8.1 Drug and Alcohol Policy*

TPE is committed to providing a safe, healthy, and productive work environment. Consistent with this commitment, it is the intent of TPE 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**

TPE expressly prohibits employees from engaging in the following activities when they are on duty or conducting TPE business or on TPE 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. TPE 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 have a valid prescription for medical marijuana, refer to TPE Disability Accommodation policy 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 Events**

From time to time, TPE may sponsor social or business-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**

TPE may assist you in seeking treatment or rehabilitation for drug or alcohol dependency. In such cases, TPE may consider your continued employment as long as concerns regarding safety, health, production, communication, or other work-related matters are adequately addressed. TPE 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 TPE 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 TPE 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 TPE, we are committed to working with our employees to provide a work environment free from violence, intimidation, and other disruptive behavior.

## **Zero Tolerance Policy**

TPE 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 on TPE property or while performing TPE 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 President.

## Closing Statement

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

A handwritten signature in black ink, appearing to read "Scott Fulton". The signature is fluid and cursive, with the first name "Scott" written in a larger, more prominent script than the last name "Fulton".

Scott Fulton, President  
The Prairie Enthusiasts

## Acknowledgment of Receipt and Review

By signing below, I acknowledge that I have received a copy of The Prairie Enthusiasts Employee Handbook (handbook) and that I have read it, understand it, and agree to comply with it. I understand that TPE 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 [[position or title]] of TPE. I also understand that any delay or failure by TPE to enforce any rule, regulation, or procedure contained in the handbook does not constitute a waiver on behalf of TPE or affect the right of TPE 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 TPE 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 TPE 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 The Prairie Enthusiasts.

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

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Signature

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Date

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Print Name