Welcome to the Garden!

The Missouri Botanical Garden has earned an outstanding reputation for conducting its operations with the highest degree of ethics and professionalism. It is our goal to deliver our services professionally and to treat our employees, volunteers, visitors, and suppliers with respect and fairness.

We are confident that our employees will help us grow and prosper in the years to come. We are counting on the efforts of every individual to help us successfully meet our goals and deliver on our mission. We value the contribution you can make to these objectives. The Missouri Botanical Garden is a dynamic and rewarding place in which to work, and we look forward to a productive and successful association. We wish you much success and hope that the Garden will provide you with a rewarding experience.

“To discover and share knowledge about plants and their environment in order to preserve and enrich life.”

– Mission of the Missouri Botanical Garden

Accomplishing this mission depends on the responsible management and conservation of the world’s biodiversity. The quality of human existence depends on an environment that is healthful in all respects. For these reasons, the Garden places major emphasis on educating individuals to take responsibility for the overall quality of the environment. In addition, the Garden promotes public understanding of environmental issues locally, nationally, and internationally.
CONTENTS

Section 1  Introduction to the Garden ................................. 7
  About the Missouri Botanical Garden .................................. 8
  Employment At-Will ...................................................... 10
  Code of Conduct and Ethics ............................................ 10  
    Reporting Violations ................................................ 11
  Confidential and Proprietary Information .............................. 11
  Media Inquiries, Interviews, Speeches, and Articles .................. 12
  Outside Employment and Other External Activities .................. 12
  Open Door Policy ..................................................... 13

Section 2  The Garden’s Work Environment ............................ 15
  Equal Opportunity Employment/Affirmative Action .................... 15
  Discrimination/Harassment ............................................. 15
    Sexual Harassment .................................................. 16
    Other Forms of Harassment ......................................... 16
  Reporting a Complaint ................................................. 17
  Workplace Accommodations ............................................. 18

Section 3  Compensation ................................................... 19
  Garden Compensation Practices ...................................... 19
  Classifications ......................................................... 19
    Employee Classifications .......................................... 19
    Position Classifications .......................................... 20
  Reporting Improper Compensation Practices .......................... 20
  Regular Work Schedule ............................................... 20
  Flexible Work Schedule ............................................... 20
  Pay Day Schedule ..................................................... 21
  Overtime ............................................................... 21
  Shift Premium .......................................................... 22
  Call-Back Premium ..................................................... 22
  Recording Work Hours .................................................. 22
Criminal Background Checks .......................................................... 62
No Solicitation ............................................................................. 62
Prohibited Political Activity ........................................................... 63
Employment of Relatives ............................................................... 63
Consensual Dating Relationships .................................................. 63
Garden Visitors ............................................................................ 64
  Children in the Garden ............................................................... 64
  Employee Service Animals ........................................................ 65
  Other Animals in the Garden ...................................................... 66
Employee Safety ........................................................................... 67
  Reporting a Work-Related Injury, Illness, or Accident ................. 67
Recycling ....................................................................................... 68
Personnel Files ............................................................................. 68

Section 9

Leaving the Garden .................................................................... 69
  Separation of Employment ......................................................... 69
    Resignation .............................................................................. 69
    Job Abandonment ................................................................... 69
    Involuntary Termination .......................................................... 70
    Retirement .............................................................................. 70
  Temporary or Seasonal Assignment Release ................................. 70
  Rehire Eligibility ....................................................................... 70
  Final Pay and Benefits ................................................................ 70
  Work Force Reductions ............................................................... 71
  Death of an Employee ................................................................. 72
  Letters of Reference/Referrals .................................................... 72
Introduction to the Garden

The Employee Handbook will help acquaint you with the Missouri Botanical Garden and its associated sites, also referenced as the “Garden.” This handbook is your basic source of Human Resources information to help you understand some of our general policies, guidelines, working conditions, benefits, and compensation. In addition to describing many of our Garden-wide practices, this handbook also addresses many of your responsibilities as a Garden employee.

As we cannot anticipate every situation that may arise during the employment relationship, the handbook summarizes general Human Resources policies and is not a complete, all-inclusive representation of our policies and procedures, or of your responsibilities as a Garden employee. Your manager may provide additional operating procedures, specific to your job responsibilities.

This handbook is provided for informational purposes. Your employment with the Missouri Botanical Garden is “at-will” and can be terminated by you or the Garden at any time, with or without cause or advance notice, for any reason not otherwise prohibited by law.

The material provided to you in this handbook includes a basic summary of the benefits provided by the Garden’s benefit plans. In case of any conflict between this general description and the actual plan document, the plan document will govern.

This handbook is effective immediately and supersedes and replaces all other employee handbooks, Human Resources policies, and summaries previously distributed. The Garden reserves the right at any time to change, revoke, suspend, or terminate any or all policies (whether or not described in this handbook), with or without notice, prospectively or retroactively. The Garden and its managers have the responsibility to interpret and apply the policies and practices discussed in this handbook in their good faith judgment. However, if any policy, practice, or its application conflicts with the laws of the state or locale where you work, such law will supersede the provisions in this handbook to the extent necessary to achieve legal compliance in any given set of circumstances.

Because our policies and procedures are under continual review, occasionally you may receive updates to the information published in this handbook. It is your responsibility to ensure that you are up-to-date. Please read this handbook carefully, as it will be a valuable reference during your employment. If you have questions regarding the interpretation or application of any information in this handbook or for questions not addressed here, please see your manager or a Human Resources representative.
About the Missouri Botanical Garden

The Missouri Botanical Garden was founded by Henry Shaw in 1859 and today is the nation’s oldest botanical garden in continuous operation and a National Historic Landmark. Henry Shaw, by will upon his death, left the Garden in trust to a group of St. Louis citizens and their successors, to be maintained “for all time” for the public benefit. Thus to this day, the Garden remains a Missouri charitable trust operated by a board of trustees on a fiduciary basis pursuant to the Shaw will.

Shaw, a native of Sheffield, England, was born in 1800. Sheffield was an industrial iron works center at the time and was the source of employment for his father. In 1818 both he and his father arrived in North America on business. Determined to find his own fortune, Shaw left his father and arrived in the frontier town of St. Louis in 1819. Establishing a general store, Shaw sold goods and cutlery imported from his native city and over the course of the next two decades amassed a fortune for his time of $250,000. In 1840 he retired from the general goods business and began the first of his travels touring Europe.

During the ensuing years he invested in real estate and purchased 760 acres four miles southwest of town in what was then known as the Prairie des Noyers Commons and purchased rental properties in the St. Louis business district. He built two lovely homes, one at Seventh and Locust in the city, and the other, which would become known as Tower Grove House, on his country estate.

In 1851 on his last trip abroad, Shaw witnessed the Great Crystal Palace Exhibition and visited the Royal Botanic Gardens at Kew, but a visit to Chatsworth, the Garden of the Duke of Devonshire in the Midlands of England, would profoundly shape his future plans. While there, he conceived the idea of building a botanical garden in his adopted hometown of St. Louis and upon his return began taking steps to turn his private estate into a public garden. With the guidance of Sir William Jackson Hooker, Director of Kew; Asa Gray, Harvard professor and preeminent botanist; and Dr. George Engelmann, St. Louis physician and nationally respected local botanist, he gradually developed the Missouri Botanical Garden not only as a display garden but as an outstanding botanical research institution including a library and herbarium.

In March of 1859, the Missouri legislature passed an act allowing Shaw to grant 760 acres of property located in the Prairie des Noyers Commons to trustees for the purpose of developing and maintaining a botanical garden, and on June 15, 1859, the Missouri Botanical Garden opened to the public. Shaw would later offer his second gift to St. Louis in 1868 with the establishment of Tower Grove Park. He devoted the remainder of his life to these properties, developing the grounds, planting thousands of trees, building greenhouses, pergolas, pagodas, observatories, commissioned statues, and in the park, highlighted his love for music by erecting a bandstand surrounded by the busts of famous composers. In 1885, he established the Henry Shaw School of Botany at Washington University furthering his commitment to the study of plants.

In his personal life Shaw never married and remained a lifelong bachelor even though family members would continually play would-be matchmakers. Prior to his death Shaw drew up a new will to provide for the Garden after he had gone. He died August 25, 1889, and is buried in his mausoleum upon the Garden grounds he so loved.
For more than 150 years, the Garden has been an oasis in the city of St. Louis, a place of beauty and family fun, and also a center for education, science, and conservation. Today the Garden, with an eye to the past, looks to the promise of our future, and a legacy of which Henry Shaw would surely be proud.
**Employment At-Will**

Your employment with the Missouri Botanical Garden is not for a specified period and can be terminated either by you and/or the Garden at any time, for any reason, with or without cause or advance notice. While we reserve the right to periodically change the terms, conditions, and benefits of employment (including but not limited to your position, responsibilities, and compensation), the “at-will” employment relationship will not change.

Additionally, no verbal or written statement in this handbook or any other Garden document provided to you in connection with your employment is intended to create, nor should you interpret them to create, any contractual rights, limit the Garden’s discretion, or alter the “at-will” employment relationship. Furthermore, this handbook does not provide a guarantee that your employment will continue for any specified period of time.

In the event that an employee’s terms of employment are determined for a specific period of time or include agreements that are different than outlined in this handbook, such terms must be in writing and signed by the employee, the Garden President, and Human Resources to be enforceable.

**Code of Conduct and Ethics**

The Missouri Botanical Garden’s *Employee Ethics Policy* and *Conflict of Interest Policy* provide guidelines that help further explain the policies and procedures that you agree to adhere to as an employee of the Garden. The Garden maintains certain policies to guide its employees with respect to standards of conduct expected in areas where improper activities could damage the Garden’s reputation and otherwise result in serious adverse consequences to the Garden and to employees involved. It is imperative to avoid situations where personal interests may conflict or appear to conflict with the interests of the Garden.

The purpose of this policy is to affirm our required standards of conduct and practices. If you have questions or ethical concerns, you should review the *Employee Ethics Policy* principles or contact your manager. Any insensitivity to or disregard of the principles of these policies will be grounds for appropriate disciplinary action.

All employees are expected to read and adhere to the *Employee Ethics Policy* and *Conflict of Interest Policy*. You may obtain a copy by accessing NuView at www.mobot.org/mbg. Once you log on with your NuView user name and password, click on Self Service in the left navigation bar; next click MBG Information and then select MBG Policies and Forms. You may also obtain a copy from your manager or Human Resources. By signing the acknowledgement at the end of this employee handbook, you are agreeing to have read, understood, and to adhere to the policies set forth in the *Employee Ethics Policy* and *Conflict of Interest Policy*. 
**Reporting Violations**

The Garden has established the Employee Ethics Hotline to provide an additional avenue for employees to report activities they believe may be unlawful, may lead to incorrect financial reporting, do not comply with the Garden’s policies, or could otherwise be considered serious improper conduct.

Employees may submit a report to a senior management member, online at www.ethicspoint.com or by calling toll-free (866) 873-0615. Any employee who reports an alleged violation should be confident that, insofar as is consistent with the Garden’s obligation to investigate and with applicable law, every reasonable effort will be made to keep his or her identity confidential. The Garden prohibits retaliation against employees who make good faith complaints under this policy, and all employees who report concerns about practices or actions in good faith will be protected from reprisal.

The Garden has secured the services of an independent third-party provider to receive, through www.ethicspoint.com or the toll-free telephone number provided above, employee allegations of improper financial reporting and unethical or illegal conduct. The independent third-party provider will submit the report to the appropriate Garden officer. A full investigation will be conducted in response to any report received, with recommendations concerning the appropriate corrective actions that may be taken. Subject to legal constraints, the reporting employee also will receive information about any corrective action.

**Confidential and Proprietary Information**

The Garden’s vendors and other parties with whom we do business entrust us with important information relating to their businesses. All information considered confidential will not be disclosed to external parties or to employees without a “need to know.” If there is a question of whether certain information is considered confidential, the employee should first check with his/her immediate supervisor.

While employed with the Missouri Botanical Garden you may create, discover, or receive proprietary and/or confidential information. Employees should assume that all non-public or unpublished information relating to the Missouri Botanical Garden and its visitors is confidential. Other examples of confidential information include, but are not limited to, the Garden’s objectives, processes/procedures, information about customer and visitor relationships, employee information, and technology systems.

It is your responsibility to safeguard confidential information, whether generated internally or acquired from other sources, and to use it only in the performance of your employment responsibilities. Employees must return any confidential information prior to termination of employment.

This policy is intended to alert employees to the need for discretion at all times and is not intended to inhibit normal business communications.
Media Inquiries, Interviews, Speeches, and Articles

The Garden’s Communications Division is responsible for dealing directly with the media which includes, but is not limited to, all news media outlets, national or local newspapers, magazines, journalists, authors, radio and television stations, and Internet-based media outlets.

Any Garden employee who is approached or contacted by a media representative should immediately refer the inquiry to our Communications Division for review prior to granting an interview or releasing any information.

Similarly, a non-scientific speech, written article, or book written or produced by any employee that is in any way connected to the Garden’s interests must be approved in advance of presentation or publication. If you plan to deliver a Garden related non-scientific speech, you should first contact both your manager and the Communications Division for approval.

All employees should be cognizant of any situation where they may be identified by their affiliation to the Garden, so as to ensure that the integrity and reputation of the institution are not compromised and to prevent all conflicts of interest. If you are unclear as to whether or not your participation with a media outlet is permissible, you should promptly contact the Communications Division to obtain approval prior to granting any external media interviews.

Employees who fail to comply with this policy may be subject to corrective action, up to and including termination.

Outside Employment and Other External Activities

Outside employment and/or external activities are permissible so long as they do not interfere, compete, or conflict with Missouri Botanical Garden’s interests and provided they do not hinder the employee’s ability to meet the responsibilities and demands of his/her job duties to support Garden operations.

An employee must obtain written consent from both his/her immediate manager and Human Resources before accepting any outside employment opportunity or performing any external activity that may interfere with the employee’s ability to perform their duties for Missouri Botanical Garden, interfere with their regularly scheduled work hours, or be considered a possible conflict of interest. Circumstances requiring an employee to obtain such written consent from the Garden for outside employment or self-employment include, but are not limited to the taking of an outside-employment or self-employment position that requires an employee to use substantially the same skill set as that which he/she must use in his/her position of employment with the Garden. Outside employment/external activities may not take place during the employee’s regular work hours nor involve the use of the Garden’s resources.

Approvals granted for outside employment or external activities may later be withdrawn, if it is believed to be in the best interest of the Garden. Refusal to comply with a request to discontinue outside employment or external activities may result in termination of employment.
Open Door Policy

The Missouri Botanical Garden recognizes that in the course of daily operations, you may have questions, suggestions, or concerns. In most instances, your immediate supervisor can provide a prompt answer to your questions and assist in resolving problems. It is our intent to be responsive to our employees and their concerns. If you have an issue or complaint which is related to your employment, you should not assume that the Garden is aware of the situation.

We encourage you to express your ideas, comments, or concerns to a member of your department’s management team. Should you wish to discuss a question with someone other than your supervisor, we suggest you contact your department manager. In the event you do not feel comfortable speaking to him/her or if you believe the issue is not resolved, you should contact your division head or a member of the Human Resources Division.

All information regarding an issue is to be treated as confidential by employees, management, and Human Resources, and to be divulged only to persons who have a need to know as part of resolving the concern. Retaliation against employees for making suggestions, asking questions, or raising concerns in good faith is expressly prohibited.
The Garden’s Work Environment

Equal Employment Opportunity/Affirmative Action

The Missouri Botanical Garden is an equal opportunity employer and is committed to the principles of equal employment opportunities for all employees and applicants for employment. Employment decisions at the Missouri Botanical Garden will be made without regard or consideration of an individual’s race, color, religion, sex (including pregnancy, childbirth, or related medical conditions), national origin, citizenship, age, sexual orientation, gender identity and/or expression, disability, marital status, veteran status, or any other basis prohibited by law. It is the responsibility of every employee to ensure that discrimination on any of these protected bases does not occur in the workplace.

The Garden is committed to complying with the letter and spirit of the full range of fair employment practices and nondiscrimination laws and to impartially administering employee policies. The Garden fully cooperates with federal, state, or local government agencies that have the responsibility to ensure our compliance with various laws relating to employment.

In addition, we believe that a diverse workforce best serves the interests of the Garden, our employees, visitors, and community. To support our commitment, the Missouri Botanical Garden maintains an affirmative action program. Through this program, the Garden monitors workforce representation, employment policies and programs, and good-faith efforts to promote the letter and spirit of the law.

The Garden prohibits any form of retaliation against an employee for lodging a complaint under this policy or participating in the investigation of discrimination or harassment.

Discrimination/Harassment

The Missouri Botanical Garden is committed to providing a work environment free of discrimination and/or harassment, and one in which all individuals are treated with respect and dignity. Workplace discrimination or harassment based on an employee’s race, color, religion, sex, ancestry, national origin, citizenship, age, sexual orientation, gender identity and/or expression, disability, marital status, veteran status, or any other basis prohibited by law will not be tolerated.

The Garden strictly prohibits discrimination and harassment in the workplace. Accordingly, the Garden requires all employees to report immediately any incidents of such discrimination and/or harassment whether committed by a co-worker, independent contractor, consultant, vendor, or visitor to the Garden. All claims of discrimination or harassment will be promptly investigated. Violation of this policy will result in disciplinary action, up to and including termination of employment. Employees who violate this policy may also be subject to personal, legal, and financial responsibility.
The Missouri Botanical Garden expects that all relationships among persons in the workplace will remain respectful and professional. Retaliation against employees for raising claims of discrimination or harassment will not be tolerated.

**Sexual Harassment**

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other visual, verbal, or physical conduct of a sexual nature that:

- Is made either explicitly or implicitly a term or condition of employment;
- Is used as a basis for making employment decisions affecting the individual; or
- Has the purpose or effect of substantially interfering with an individual’s work performance or creates an intimidating, hostile or offensive working environment.

Consistent with this policy, the Garden prohibits all activities of an express or implied sexual nature from occurring in the workplace. Examples of such prohibited conduct include, but are not limited to, the following:

- Unwelcome sexual advances, requests for sexual favors, or any sexual touching and gesturing;
- Offering favorable employment benefits or conditions of employment in exchange for sexual favors;
- Threatening or imposing less-favorable employment benefits or conditions of employment after receiving a negative response to sexual advances;
- Comments, jokes, epithets, slurs, graphic verbal commentaries about an individual’s body, or any other derogatory, offensive language or behavior of a sexual nature; and
- Sexually suggestive objects, notes/letters, books, magazines, photographs, cartoons, pictures, calendars, posters, electronic communications, Internet or other computer downloads.

Sexual harassment is strictly prohibited whether or not it is between members of the opposite sex or the same sex. Furthermore, sexual harassment is prohibited at Garden-sponsored events and in the context of all work performed on the Garden’s behalf, whether or not such work takes place on property owned by the Garden.

**Other Forms of Harassment**

Discriminatory, harassing conduct may take many different forms. Harassment based on race, color, religion, sex, ancestry, national origin, citizenship, age, sexual orientation, gender identity and/or expression, disability, marital status, veteran status, or any other basis prohibited by law is a form of discrimination and will not be tolerated.

Examples of such conduct may include, but are not limited to the following:

- Derogatory comments, jokes, racial slurs or epithets, negative stereotyping, unwanted comments in jest, degrading or offensive language or behavior;
- Threatening, intimidating, or hostile acts, inappropriate touching, blocking normal movement, restraint, assault, or other physical interference with work;
• Derogatory posters, magazines, photographs, cartoons, objects, notes/letters, books, pictures, calendars, electronic communications, Internet/computer downloads, or other materials that may be offensive to individuals in a particular group; and
• Threats or demands that an individual submit to non-work related conduct or perform non-work related tasks/actions in order to obtain or retain the following: a job, job security, benefits, or promotion.

**Reporting A Complaint**

If you receive a complaint or observe or believe you are a victim of unlawful discrimination, sexual harassment, or any other form of harassment at work, on Garden business, or at a Garden-sponsored event, you should immediately report it to one of the following:

• Your manager or another division management member; or
• Human Resources Division.

You are not required to report your concerns to anyone who is the subject of your complaint. For example, if your complaint concerns your manager, you may speak directly to the next level of management or Human Resources. In addition to reporting your concerns, if anyone at work, on Garden business, or at any Garden-sponsored event engages in conduct that makes you feel uncomfortable, we encourage you to tell that person that the conduct is unwelcome, that you find it offensive, and that it should stop immediately.

No supervisor, co-employee, or non-employee shall threaten or suggest that an employee’s refusal to submit to sexual advances should adversely affect the employee’s employment, wages, advancement, assigned duties, shifts, or any other condition of employment. Furthermore, all supervisors who become aware of potential incidents of discrimination or harassment of any kind are required to report this information, even if those incidents involve upper-level managers or individuals not in their chain of command. Any supervisor who fails to comply with this reporting requirement will be subject to discipline.

Complaints will be kept as confidential as possible. Human Resources will promptly investigate complaints of discrimination and/or harassment. All employees are required to cooperate fully in any investigation. Following the investigation, if warranted, the Garden will take appropriate corrective action, up to and including termination of employment. Employees who violate this policy may also be subject to personal, legal, and financial responsibility.

The Garden prohibits any form of retaliation against an employee for lodging a good-faith complaint under this policy or for participating in good faith in the investigation of a claim of discrimination or harassment. Any person who believes he/she has been subjected to retaliation should contact the Human Resources Division.
Workplace Accommodations

The Garden prohibits discrimination against qualified individuals with disabilities in any aspect of their employment and recognizes that some employees may require reasonable accommodations to perform the essential functions of their respective jobs. Furthermore, the Garden is committed to complying fully with the Americans with Disabilities Act (ADA) and Missouri Human Rights Act and ensuring equal opportunity in employment for qualified persons with disabilities.

Employment practices and activities are conducted on a non-discriminatory basis. The Garden will attempt to reasonably accommodate a known physical or mental disability to enable an employee to perform the original job which he or she holds at the time such accommodation becomes medically necessary. Moreover, all employment decisions at the Garden are based on the merits of the situation in accordance with defined criteria, not the disability of the individual.

Any accommodation must be medically necessary, effective, reasonable, and not an undue hardship upon the Garden’s operations. If you cannot be accommodated to perform your original position, the Garden will attempt to place you in a vacant position, if such is available, for which you are qualified. Such a reassignment, if available, may be at your current rate of pay or a lower rate of pay if an equivalent position for which you are qualified is not available. If you have a disability or become disabled during your employment, you should contact Human Resources to discuss the process for obtaining an accommodation. The Garden may request that you provide medical certification from your physician relating to your need for an accommodation.

While the Garden recognizes that employees most often go to their direct supervisors to seek accommodations, supervisors should refrain from making ad hoc disability accommodations. Instead, when presented with an employee’s request for an accommodation—whether temporary or permanent—a supervisor should refer the employee to Human Resources.
Compensation

Garden Compensation Practices

The Garden’s compensation philosophy is designed to attract, retain, and motivate excellent employee performance. The Garden and its employees recognize the unique nature of our organization, and recognize that we are challenged with using available funding in a responsible and effective manner. Human Resources will work with the Garden’s management to promote pay programs that achieve their desired results in supporting our overall mission and strategy, while maintaining good stewardship of limited financial resources. The Missouri Botanical Garden is committed to recognizing different performance skill levels and paying its employees fairly and equitably for the value of the work provided. Your individual performance and the Garden’s overall fiscal performance will affect your compensation.

Classifications

Employee Classifications

Employees are classified as full-time or part-time, and regular or temporary. Employment classifications determine if an employee is eligible for Garden benefits and certain policy provisions. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship “at will” at any time is retained by both the employee and the Garden in all of these classifications. These classifications are described below:

Regular Full-Time employees are regularly scheduled to work a minimum of 37.5 or more hours per week and are employed to work in a job that the Garden generally anticipates will continue to exist for longer than one year regardless of whether the employee holding the job at a particular time continues to work for the Garden. Generally, they are eligible for the Missouri Botanical Garden’s benefit package, subject to the terms, conditions, and limitations of each benefit program.

Regular Part-Time employees are regularly scheduled to work less than 37.5 hours per week and are employed to work in a job that the Garden generally anticipates will continue to exist for longer than one year regardless of whether the employee holding the job at a particular time continues to work for the Garden. Regular part-time employees regularly scheduled to work a minimum of 20 hours per week or more, but less than 37.5 hours per week, are generally eligible to accrue vacation and sick time, but ineligible to participate in all other Garden health and welfare benefit programs.

Temporary/Seasonal employees are hired to work on a special assignment with the specific understanding that their work is on a temporary basis and that the job for which they are hired is expected to exist for less than one year. Employment beyond any initially stated period does not imply a change in employment status. Temporary employees retain that status unless and until notified of a change. While temporary employees receive all legally mandated benefits (such as workers’ compensation insurance and Social Security), they are ineligible for all other benefit programs.
**Position Classifications**

Each employee is designated as either **Non-exempt** or **Exempt** from federal and state wage-and-hour laws.

**Non-exempt** employees are those who are eligible to be paid for overtime work in accordance with the provisions of applicable wage-and-hour-laws. All non-exempt employees (those employees subject to the minimum wage and overtime provisions of the Fair Labor Standards Act) are required to record time worked on a daily basis and to complete an individual time sheet showing the daily hours worked.

**Exempt** employees are excluded from specific provisions of federal and state wage-and-hour laws. Exempt employees are not eligible for overtime pay. Although an exempt employee need not record daily hours worked, an exempt employee may be required to complete a time sheet when he or she reports absences.

**Reporting Improper Compensation Practices**

The Missouri Botanical Garden’s policy prohibits improper deductions, and the Garden is committed to complying fully with federal and state wage-and-hour laws regarding pay practices. In the event that you believe you have experienced an improper pay deduction or an improper denial of overtime or regular compensation for hours worked, you should bring the situation promptly to the attention of the Payroll Department and Human Resources. The Garden will review the situation thoroughly and make any corrections to an employee’s pay deemed necessary. Furthermore, the Garden strictly prohibits retaliation against any employee who makes a good faith report of such an improper pay deduction or failure to pay compensation owed.

**Regular Work Schedule**

Work schedules may vary according to seasonal activities, scheduled events, and the needs of the Garden or your department. Your manager will discuss scheduling options with you to determine appropriate work days and hours, taking into consideration the requirements of your department. Employees’ availability must be flexible in order to accommodate overall needs of the Garden’s operations.

All non-exempt employees are required to work according to the schedule established by their immediate manager. Exempt employees are expected to work as long as necessary to complete their job responsibilities.

**Flexible Work Schedule**

At times, employees may request a flexible work schedule in order to meet their professional and/or personal needs. Examples of such requests may include: flexible work shift start and end times, within limits set by the department; working remotely for a period of time; a compressed work week (40 hours are worked in fewer than five days per week); or working a reduced work hour schedule. All requests should be submitted in writing to your manager and he/she will schedule a meeting with you to discuss the specifics of your request.
Your manager will consult with Human Resources to determine whether there is a flexible work strategy that meets both the Garden’s needs and yours. Consideration will be given to your job duties and responsibilities, equipment needs/costs, and potential challenges and solutions for implementing. Flexible work arrangements may not be available or appropriate for all positions; the needs of the Garden will dictate. Your manager will inform you of whether or not your request has been approved or denied. Employees should also consult the Garden’s Family and Medical Leave Act (FMLA) Policy to determine whether reduced-schedule or intermittent FMLA leave is available.

**Pay Day Schedule**

All employees are paid biweekly for work performed during the previous two-week period. A Garden workweek begins each Monday and ends on the following Sunday. If a pay day falls on an observed Garden holiday, employees will receive their paychecks on the last business day before the holiday. The Garden does not issue pay advances or loans.

Employees are paid for all work performed, less Social Security, applicable federal, state, and local withholding taxes, authorized deductions, and mandated deductions or garnishments. Each employee is responsible for retaining his or her paycheck stubs and reviewing their paycheck to ensure accuracy.

Employees are required to take advantage of the Garden’s direct deposit benefit. Direct deposit allows immediate access to funds by having pay deposited electronically to a bank account(s).

**Overtime**

Overtime pay is dependent on your job being classified as “non-exempt.” Non-exempt employees may be required to work overtime when needed. When possible, your manager will try to provide reasonable notice of overtime needs.

Overtime pay is based on actual hours worked. Time off for sick leave, vacation, holiday, or any leave of absence will not be considered hours worked for purposes of calculating overtime. Unless otherwise notified, overtime calculations are based on a work week, which begins each Monday at 12:01 a.m.

The Garden will pay one and one-half (1.5) times the employee’s regular hourly rate of pay for time worked in excess of 40 hours in one work week, except where different overtime rates are otherwise required by law. Therefore, in a normal work week, those non-exempt employees who are regularly scheduled to work 37.5 hours would need to work an additional 2.5 hours at regular pay before being eligible for overtime pay. Although overtime payments do not commence until the employee exceeds 40 hours in a work week, advance approval will be required to work any hours that exceed an employee’s regularly scheduled work week.

Employees who anticipate the need for overtime to complete the week’s work must notify their manager in advance and obtain approval prior to working hours that extend beyond their normal schedule. Employees who fail to obtain approval prior to working hours that extend beyond their regularly scheduled work week will be subject to disciplinary action, and repeated offenses may result in termination.
Shift Premium

Depending upon your position and job responsibilities, you may receive a shift differential premium for working off-hour shifts (e.g. regular, rotating, or sporadic evenings and/or weekends). Your business division will determine the work shifts and whether a premium is provided.

Call-Back Premium

Regular full-time, non-exempt employees who are called to the Garden for an emergency, before or after the employee’s regular shift time and without such having been scheduled in advance, will be compensated for a minimum of four hours. The Garden retains the sole discretion to determine what constitutes an “emergency” for purposes of this policy. The four-hour minimum applies when these hours are not worked in association with regularly scheduled hours.

Recording Work Hours

Each non-exempt employee is responsible for accurately recording his or her own time worked. Non-exempt employees should accurately record the time they begin and end their work day, as well as the beginning and ending time of each meal period. All employees are responsible for accurately recording leave taken (e.g., sick, vacation, holiday, leave of absence, jury duty, etc.), as well. Overtime work must always be approved by your manager before it is performed.

Your manager will provide instructions for completing a timesheet. It is the responsibility of both the employee and the manager to certify that the information recorded on the timesheet is accurate and complete, and to ensure that the Payroll Department receives the information by the due date indicated. It is an employee’s responsibility to accurately complete and sign his/her timesheet to certify the accuracy of all time recorded, and it is the responsibility of that employee’s manager to review and sign the record. If corrections or modifications are made to the timesheet, both the employee and the manager must verify the accuracy of the changes by initialing the time record.

Employees who submit incomplete, inaccurate, or late timesheets risk delaying payment of overtime adjustments. Altering, falsifying, providing inaccurate information, or tampering with timesheets is considered a violation of the Garden’s policy and will result in disciplinary action, up to and including termination of employment.
Career Development

Professional Development

Career development is an integral part of the Garden’s philosophy. We encourage you to make your manager aware of your career objectives. Your manager can support you in developing your skills through a variety of resources, such as coaching, mentoring, on-the-job training, and/or through professional training courses.

Eligibility to attend external training sessions depends on several factors including your position, job performance, manager’s approval, and budgetary restrictions.

Performance Appraisal

The Garden is committed to coaching, developing, and encouraging excellence in employees. Each employee is expected to strive for the highest level of performance and professionalism.

Our performance appraisal process allows managers and employees to mutually review individual performance. The purpose of this review is to assess your performance, clarify your manager’s expectations, and establish goals for future performance.

Although your performance is formally reviewed at least once each year, managers and employees are strongly encouraged to discuss job performance and goals routinely. It is important to support employees through constructive feedback concerning their performance, by fostering a clear understanding of job requirements and expectations, and celebrating accomplishments.

Merit Reviews

Merit increases, when awarded, are used to reward successful performance. The Garden may provide a merit increase to recognize an employee for performance and achievement of objectives. Generally, your annual performance appraisal serves as the basis for a merit increase. Your performance, and the Garden’s overall fiscal environment, are among factors that will affect your pay. Because merit increases, when awarded, are based on employee performance that meets or exceeds expectations, an employee whose performance has been rated below meeting expectations overall is not eligible to receive a merit increase.

Promotions/Internal Transfers

Missouri Botanical Garden supports promotion to vacant or new higher-level positions when qualified employees are deemed suitable in all respects and when it is determined the promotion is in the best interest of the employee’s department and the organization.
Open positions will generally be posted on the Garden’s website. To apply and be considered for an internal job opening, you must meet the following guidelines:

- You must be in your current position for a minimum of one year.
- You must be in good standing in terms of work performance and attendance, and not on any formal corrective action.
- You must meet the minimum job requirements of the posted position; and
- If selected for an interview, you are responsible for notifying your manager and obtaining your manager’s approval to interview.

The current manager may waive the minimum time-in-position requirement in extenuating circumstances. If you are interested in applying for job openings, please visit www.mobot.org to view positions posted.
Employee Benefits

Health and Welfare Benefits

Your benefits are an important part of your total compensation. The Garden offers eligible employees a wide range of benefits including medical, dental, vision, short-term/long-term disability, basic life and accidental death and dismemberment insurance, flexible spending accounts, federally mandated programs, and a 403(b) plan retirement program. No general explanation can adequately provide you with all of the plan details. If you are unsure of your eligibility, please contact Human Resources. The details concerning eligibility, plan terms and definitions, coverage, and benefits are determined by the legal plan documents. Some of these plans require employees to elect to participate and make a contribution toward the cost of the plan. Any changes to these programs will apply to you whether or not they are noted in this handbook. For further information, you may contact Human Resources.

Changes in Benefits Coverage

Employees may change their benefit elections during the annual enrollment period for the following year or as the result of a qualified life-status change (e.g. birth of a child, marriage, divorce, etc). To change coverage as a result of a life-status change, employees should contact the Human Resources Division.

Changes in Beneficiary Designations

Employees should contact the Human Resources Division to make changes to their beneficiary designations for the 403(b) retirement program and Basic Life/AD&D insurance.

Short-Term Disability (STD)

Employees who have been ill and away from work for longer than five consecutive days should contact Human Resources immediately, as they may be covered under the Garden’s STD insurance plan.

Workers’ Compensation

Workers’ compensation laws require that certain benefits be provided to employees if injuries or illnesses arise out of or in the course of your employment with the Garden. The Garden complies with all laws regarding workers’ compensation, and it is the Garden’s policy to ensure that any employee injured on the job receives all benefits due. Workers’ compensation insurance compensates an eligible employee for lost time, medical expenses, and loss of life or dismemberment from an injury arising out of or in the course of work. In order to ensure that workers’ compensation claims and benefits are processed in a timely manner, it is imperative that you notify your supervisor immediately when you have suffered a work-related injury, illness, or disease. The failure to provide prompt notice may result in a delay or denial of benefit to which you may be entitled.
Employee Assistance Program (EAP)

The Missouri Botanical Garden recognizes that employees may experience issues at work or outside of work that affect work or family life. The EAP is a confidential (unless disclosure is ordered by law), professional counseling service available at no charge to help employees and their household members with a variety of concerns. Common issues brought to the EAP include stress management, emotional issues, grief or loss, relationship problems, chemical dependency, eating disorders, domestic violence, job stress, career frustration, child and elder care needs, elder care resources, work/life issues, financial resources, legal resources, weight management, health coaching, and smoking cessation. Assistance is available 24 hours a day, 7 days a week by calling 1-800-832-8302 or visiting www.hhhealthassociates.com.

Employee Discounts

Garden Membership
The Missouri Botanical Garden provides employees with a complimentary Garden family membership during employment. Employees will also receive the Garden membership bulletin and invitations to all previews of the flower shows and many other events and activities throughout the year.

Merchandise and Dining
The Garden membership entitles employees to receive a discount on purchases at any of the Garden’s retail locations and at the Garden’s Sassafras and Terrace Café dining areas.

Education Classes
The basic Garden membership also entitles employees to discounted education fees to attend adult education classes and events held at the Garden. Fees and admission rates may vary. Enrollment in classes held during your regularly scheduled work hours is subject to your supervisor’s approval.

Wedding Site Rentals
The wedding site rental fee is waived for regular full-time employees who, after one year of employment, marry at the Garden and are actively employed at the time of the wedding. Fees for chair set-up, unity candle or guest book table, and some audio needs are also waived. However, fees charged for the reception space, golf cart rental, or other elective items are not waived and are paid by the employee. This policy applies to the primary Garden site only, and does not apply to other Garden locations.
Time-off Policies

Holidays

Regular full-time employees are eligible for holiday pay upon hire. However, those employees who are on an unpaid leave of absence when the holiday occurs are not entitled to holiday pay. The Missouri Botanical Garden observes the following 12 holidays:

<table>
<thead>
<tr>
<th>New Year’s Day</th>
<th>Independence Day</th>
<th>Christmas Eve</th>
</tr>
</thead>
<tbody>
<tr>
<td>Martin Luther King, Jr. Day</td>
<td>Labor Day</td>
<td>Christmas Day</td>
</tr>
<tr>
<td>President’s Day</td>
<td>Thanksgiving Day</td>
<td>Floating Holiday</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Day After Thanksgiving</td>
<td>Raven Holiday</td>
</tr>
</tbody>
</table>

If a Garden-recognized paid holiday falls on an employee’s regularly scheduled day off, observance will be on the day established by local practice. All regular, full-time employees will receive holiday pay at their regular rate, provided they work a full shift on the regularly scheduled shift immediately preceding and following the holiday, unless out on pre-scheduled and approved time off. If the employee is unable to work either of these shifts because of illness, verification of illness may be required in order to qualify for the paid holiday.

The Floating Holiday may be used by regular full-time employees after completing 90 days of continuous employment and must be taken during the current calendar year. Floating Holiday requests must be approved in advance by the employee’s manager. Regular full-time employees with at least 90 days of service are eligible for the Raven Holiday which must be used in December and scheduled in advance with the employee’s manager. No holidays can be carried over into a new calendar year and holidays are not paid out upon separation of employment.

Holiday Worked Pay

Regular full-time, non-exempt employees who are required to work on a Garden paid holiday will receive pay at one and one-half (1.5) times their hourly rate for hours worked on the holiday, and will receive straight-time pay for the holiday within that week. Regular full-time, exempt employees who are required to work on a Garden paid holiday will receive another day off with pay to be taken within the same fiscal quarter of the holiday.

Overtime

- Holidays are not considered a day worked for purposes of calculating overtime for non-exempt employees unless work is actually performed.
- Holiday pay is not to be considered hours worked in the computation of overtime.

Religious Observances

An employee may request up to five unpaid days off per year for special or religious observances and your manager will make reasonable efforts to accommodate the request provided that work schedules can be accommodated without undue disruption to the department. Of course, you may use any available paid time off, such as vacation or floating holiday, for this purpose.
Your schedule must be arranged with your manager, who is encouraged to accommodate the request to the extent that it is practicable in the department. Employees are responsible for giving managers at least a two-week notice of the proposed absence.

**Vacation**

Regular full-time employees, and regular part-time employees regularly scheduled for 20 or more hours/week, are eligible to accrue vacation time. Newly hired employees begin earning vacation time immediately upon hire and may request vacation time off after 90 days of continuous employment. A new hire’s vacation time is pro-rated and determined by the month of hire.

Non-exempt employees may take vacation time off in one-hour increments. Employees may not take vacation time off in advance of accruing it. Employees who are on an unpaid leave of absence are not eligible to accrue vacation time, unless otherwise required by law.

**Scheduling Vacation Time**

Vacation time off requests should be submitted to your manager with as much advance notice as possible, and at least two weeks in advance and are subject to your manager’s approval. While reasonable efforts will be made to accommodate your request, vacation time off may be declined due to organizational needs.

**Vacation Accrual Eligibility**

Annual vacation accrual eligibility is based on an employee’s continuous years of service. The following schedule shows the number of vacation days earned per year based upon various levels of continuous service.

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Annual Accrual</th>
<th>Maximum Accrual/Carryover</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Non-Exempt</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0–4</td>
<td>10 days</td>
<td>20 days</td>
</tr>
<tr>
<td>5–9</td>
<td>15 days</td>
<td>30 days</td>
</tr>
<tr>
<td>10+</td>
<td>20 days</td>
<td>40 days</td>
</tr>
<tr>
<td><strong>Exempt</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0–4</td>
<td>15 days</td>
<td>30 days</td>
</tr>
<tr>
<td>5–9</td>
<td>18 days</td>
<td>36 days</td>
</tr>
<tr>
<td>10+</td>
<td>22 days</td>
<td>44 days</td>
</tr>
</tbody>
</table>

**Carryover Vacation**

Each year employees are encouraged to use their paid vacation benefits within the same calendar year in which they are accrued. However, if unusual circumstances prevent this, you may carry over vacation time.

Vacation time may be carried over and accrued up to a maximum of twice the annual accrual eligibility. Employees who reach the maximum accrual levels will forfeit any future accruals, until they reduce their balance by using vacation time.
Payment of Vacation
Prior to termination, employees will not receive a cash payment in lieu of taking vacation time off. However, upon termination of employment, employees will be paid for accrued but unused vacation. When leaving the organization voluntarily, vacation days may not be used to satisfy a resignation notice period.

Sick Days
Regular full- and part-time employees are eligible, after 90 days of continuous employment, for paid sick time based on their regularly scheduled work week. You may use accrued sick time for your own personal illness and doctor’s appointments that cannot be scheduled outside of your normal work shift. You may also use your accrued sick time to care for an ill dependent (e.g. child or spouse). Sick time is not an entitlement. If your use of sick time is deemed excessive, you may be subject to disciplinary action, up to and including termination of employment.

Leaves of Absence
The Missouri Botanical Garden recognizes the importance of providing leave for employees who must be absent due to medical, family, or personal circumstances. The Garden has several leave of absence policies to help meet these needs. Leaves governed by state or federal law will be granted in accordance with and under the terms required by those laws. Other types of leaves may be granted at the Garden’s discretion.

To request a leave of absence, an employee should notify his or her manager as soon as possible so that the appropriate information can be obtained to accompany the employee’s request for time off.

Personal Leave
A personal leave of absence is designated for unique or extraordinary circumstances that may not apply to the other types of leaves. Regular full- or part-time employees who have at least three months of consecutive service may be eligible for a personal leave of absence generally for up to a maximum of four weeks in any rolling 12-month period. Employees are required to concurrently use all accrued vacation, floating holiday, and sick time, if applicable, while on a personal leave. Any remaining time off during the leave will be unpaid. Participation in insurance benefit plans may be maintained during the leave, but at the time leave is unpaid, the employee must pay COBRA rates for such. Failure to pay premiums in a timely manner may result in cancellation of coverage.

All requests should be submitted 30 days prior to the start of a leave whenever possible. Both the employee’s manager and Human Resources must approve a personal leave of absence request. The decision to grant a personal leave will be based on the needs of the Garden. Leaves governed by state or federal law will be granted in accordance with and under the terms required by those laws.

You can return to your same or equivalent job if you return from leave at the expiration of your leave and at no more than four weeks. Personal leaves that extend beyond four weeks are considered long-term and do not offer any job return guarantee at the end of the leave. An employee whose same or equivalent position is not available at the end of a greater than four-
week approved leave may apply and be considered for posted open positions, if any. If an employee fails to return to work upon expiration of an approved leave request, the employee will be terminated. At no time will a personal leave extend beyond 52 weeks; at such time, employment will be terminated. No employee under the terms of this provision will have a greater right to restoration or other benefits than if the employee had been continuously employed during the leave period. A terminating employee will be eligible for COBRA continuation of insurance coverage and encouraged to apply for other positions, if available.

Contributions made to 403(b) accounts may continue through payroll deductions, for as long as the employee receives compensation (e.g. accrued vacation, floating holiday, sick, etc.). However, these contributions will be suspended at the point where no paycheck is generated. Employees are not eligible for holiday pay and will not accrue vacation or sick time while on a personal leave.

Notwithstanding any other language in this policy, the Garden will reasonably accommodate employees who have exhausted leave provided under this policy to the extent such a reasonable accommodation exists and is required by law. In many cases, leave beyond that which is provided in this policy may not be reasonable, but the Garden will make that determination on a case-by-case basis. An employee nearing the end of a leave of absence covered by this policy who needs an accommodation for a disability – as that term is defined under federal and or state law – should contact Human Resources well in advance of the expiration date of his or her period of leave to begin the process of determining whether a reasonable accommodation can be made.

**Family and Medical Leave (FMLA)**

**Basic FMLA Leave and Active Duty Leave**

Provided certain requirements are met, those employees who have been employed for at least 12 months and for at least 1,250 hours during the previous 12-month period may be entitled to up to 12 weeks of leave (unpaid) during a rolling 12-month period measured backward from the date leave first begins, under the following circumstances:

1. the birth of a child and to care for such child or placement for adoption or foster care of a child;
2. to care for an immediate family member (spouse, child under 18 years old or 18 and over who is incapable of self-care, or parent) with a serious health condition;
3. because of a serious health condition which renders the employee unable to work; or
4. because of any qualifying exigency (e.g. emergency) arising out of the fact that your spouse, son (of any age), daughter (of any age), or parent, defined as a covered military member, is on active duty (or has been notified of an impending call or order to active duty) in the National Guard or Reserves or is a retired member of the Armed Forces or Reserves and has been notified of an impending call or order to active duty in support of a contingency operation.
Military Caregiver Leave
An employee also may take Military Caregiver Leave to care for a spouse, son (of any age), daughter (of any age), parent, or next of kin1 who is a current member of the Armed Forces, including the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. Additionally, covered servicemembers include veterans undergoing medical treatment, recuperation, or therapy, or a serious injury or illness and who were members of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy. A covered servicemember incurs a serious illness or injury for purposes of this paragraph when he or she is medically unfit to perform the duties of his or her office, grade, rank, or rating.

Eligible employees are entitled to a total of 26 weeks of unpaid Military Caregiver Leave during a single 12-month period. This single 12-month period begins on the first day an eligible employee takes Military Caregiver Leave and ends 12 months after that date.

The leave entitlement described in this section applies on a per-covered servicemember, per-injury basis. However, no more than 26 weeks of leave may be taken within a single 12-month period by any covered employee. Even in circumstances where an employee takes other leave covered by the federal FMLA under numbers 1–4 in the Basic FMLA Leave and Active Duty Leave section above, the combined leave shall not exceed 26 weeks during that 12-month period.

1 “Next of kin of a covered servicemember” means the nearest blood relative other than the covered servicemember’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember’s next of kin and may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember’s only next of kin.
Definitions
A “serious health condition” referenced in numbers (2) and (3) of the Basic FMLA Leave and Active Duty Leave section means an illness, injury, impairment, or physical or mental condition that involves:

1. in-patient care (i.e., an overnight stay) in a hospital or other medical care facility (including any period of incapacity or any subsequent treatment in connection with such in-patient care);
2. period of incapacity of more than 3 consecutive full calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also involves (i) treatment 2 or more times by a health care provider or under the supervision of a health care provider within 30 days of the start of the incapacity, or (ii) treatment by a health care provider on at least one occasion within seven days of the start of the incapacity which results in a regimen of continuing treatment under the supervision of a health care provider;
3. any period of incapacity due to pregnancy, or for prenatal care;
4. any period of incapacity due to a chronic serious health condition requiring periodic visits of at least twice a year for treatment by a health care provider;
5. a period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, during which the employee (or family member) must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider; or
6. any period of absence to receive multiple treatments by a health care provider or under the supervision of a health care provider, either for restorative surgery after an accident or other injury, or for a condition that will likely result in a period of incapacity of more than 3 consecutive calendar days in the absence of medical intervention or treatment.

A “qualifying exigency” referenced in number (4) of the Basic FMLA Leave and Active Duty Leave section refers to the following circumstances:

1. Short-notice deployment: to address issues arising when the notification of a call or order to active duty is seven days or less;
2. Military events and related activities: to attend official military events or family assistance programs or briefings;
3. Childcare and school activities: for qualifying childcare and school related reasons for a child, legal ward, or stepchild of a covered military member;
4. Financial and legal arrangements: to make or update financial or legal affairs to address the absence of a covered military member;
5. Counseling: to attend counseling provided by someone other than a health care provider for oneself, for the covered military member, or child, legal ward, or stepchild of the covered military member;
6. Rest and recuperation: to spend up to five days for each period in which a covered military member is on a short-term rest leave during a period of deployment;
7. Post-deployment activities: to attend official ceremonies or programs sponsored by the military for up to 90 days after a covered military member’s active duty terminates or to address issues arising from the death of a covered military member while on active duty;
8. Additional activities: for other events where the Garden and the employee agree on the time and duration of the leave.

**When Spouses Work Together**
Eligible employees who are husband and wife are limited to only a combined total of 12 weeks of leave during any 12-month period, if the leave is taken (1) for birth and care of a child; (2) for placement and care of a child; or (3) to care for a parent (but not a “parent-in-law”) with a serious health condition. Where the husband and wife both have used a portion of the 12-week entitlement for one of the above purposes, each are entitled to the difference between the amount he or she has taken individually and 12 weeks to care for a child with a serious health condition or to care for their own serious health condition.

**Notice of Need for FMLA Leave**
If the leave is foreseeable (e.g., birth or placement, planned medical care, leave due to active duty of immediate family member), the employee must provide at least 30 days advance notice. If circumstances prevent providing the 30 days advance notice, then the employee should provide as much notice as possible (ordinarily the same or next business day). If an employee fails to give the required notice for foreseeable leave with no reasonable excuse, the employee may be denied the taking of the leave until the employee provides adequate notice of need for the leave. This notice requirement may be waived in the Garden’s discretion, in circumstances including that an employee’s failure to give notice was a result of an emergency or other unforeseeable circumstances.

An employee must, upon giving notice of an intention to take leave, inform the Garden of an expected return to work date. An employee who fails to return to work at the end of his or her leave or at the end of the 12-week leave period may be considered to have voluntarily resigned from his or her employment.

Falsification of information regarding an employee’s request for FMLA leave will be treated as grounds for discipline, up to and including termination.

Employees should make every reasonable effort to schedule medical treatments so as not to disrupt the ongoing operations of the department.

**Notice of Eligibility**
After an employee provides sufficient and complete notice of a need for leave, the Garden will notify the employee of his or her FMLA eligibility, pending medical certification. The Notice of Eligibility will inform the employee of the number of hours or days of FMLA leave available and the employee’s rights and responsibilities under the FMLA. If the leave request relates to a serious medical condition, the Notice of Eligibility will request medical certification to enable the Garden to confirm that the employee’s leave will qualify as FMLA leave. If an employee is not eligible for FMLA leave, the Garden will provide the employee with a reason for the ineligibility.

**Intermittent and Reduced-Schedule Leave**
Intermittent leave and reduced-schedule leave also may be available depending upon an employee’s serious health condition or an employee’s immediate family member’s serious health condition.
Intermittent or reduced-schedule leave for the birth or placement of a child for adoption or foster care may be taken only with approval from Human Resources. Military Caregiver Leave may be taken intermittently or on a reduced-leave schedule when medically necessary. Employees taking intermittent leave must follow the Garden’s standard call-in procedures absent unusual circumstances. The employee must, however, make a reasonable effort to schedule medical treatment so as not to unduly disrupt Garden operations. Further, if the need for leave is foreseeable based on planned medical treatment, the Garden reserves its right to transfer the affected employee temporarily to an alternate position with equivalent pay and benefits for which the employee is qualified, if the transfer better accommodates the requested leave.

**Medical Certification Requirements**

An employee is not required to provide medical records for leave due to a “serious health condition”; however, the Garden requires medical certification, completed by an authorized medical provider, to support such a request for leave due to an employee’s own serious health condition or for that of an employee’s family member for whom the employee needs to provide care.

- Generally, employees should provide such medical certification before the leave starts. If this is not possible, employees must provide such medical certification within fifteen (15) calendar days after the employer’s request for certification, unless it is not practicable under the particular circumstances (e.g., in case of a medical emergency). Failure to comply with the certification requirements of this policy may delay an employee’s FMLA leave or render the employee ineligible for FMLA leave.
- The Garden may require second or third opinions (at the employer’s expense) of an employee’s medical certification.
- After an employee provides the Garden with the required documentation, the Garden will designate the employee’s requested leave as FMLA-protected or as ineligible for FMLA protection, and the Garden will notify the employee of its designation.
- The Garden’s standard practice is to require employees to submit fitness-for-duty certification prior to returning to work from an FMLA-protected leave.

**Recertification**

Under certain circumstances as provided by law, including (but not limited to) situations in which the need or nature of the approved leave changes, the Garden may, in its sole discretion, require recertification of the serious health condition. The Garden will request recertification in less than 30 days if the employee requests an extension of leave, the circumstances described in the previous certification have changed significantly, or if the Garden receives information that casts doubt upon the employee’s stated reason for the absence or the continuing validity of the original certification. The Garden may also request recertification every six months in connection with an absence by the employee. The Garden may also request recertification every year in which FMLA Leave is taken for any serious health condition that lasts longer than one year. In these situations, you will have 15 calendar days in which to provide, at your expense, a completed Recertification form.
Qualifying Exigency Certification Requirements
The first time an employee requests leave because of a qualifying exigency arising out of the active duty or call to active duty status of a covered military member, the employee must provide the Garden with a copy of the covered military member’s active duty orders or other documentation issued by the military indicating that (1) the covered military member is on active duty or has been called to active duty status in support of a contingency operation, and (2) the dates of the covered military member’s active duty service. An employee must provide the Garden with a copy of new active duty orders or other documentation issued by the military if the need for leave because of a qualifying exigency arises out of a different active duty or call to active duty status of the same or a different covered military member.

Any time an employee requests FMLA leave to handle a qualifying exigency, the employee must submit in a timely fashion a completed Qualifying Exigency Certification Form to the Human Resources Department. Falsification of information on such a form or any leave-related form submitted to the Garden will be treated as grounds for discipline, up to and including termination.

Covered-Servicemember Caregiver Certification Requirements
When an employee seeks FMLA leave to care for a covered servicemember with a serious injury or illness, the employee must submit in a timely fashion a completed Certification for Serious Injury or Illness of Covered Servicemember form, as well as any necessary supporting documentation, to Human Resources. This form must be completed, in part, by an authorized health care provider. Falsification of information on such a form or any leave-related form submitted to the Garden will be treated as grounds for discipline, up to and including termination.

Substitution of Paid Leave
Employees must substitute and exhaust sick pay and/or vacation pay for leave requested under this FMLA policy. Such substituted paid time will run concurrently with, and be applied against, an employee’s 12-week maximum leave period provided for by the FMLA. Upon exhaustion of paid leave, the remainder of an employee’s leave will be unpaid. Employees are not eligible for holiday pay and will not accrue vacation or sick time while on FMLA leave. FMLA leave, whether paid or unpaid, cannot exceed 12 weeks (or 26 weeks to care for a covered servicemember) in a single 12-month period.

Benefits during FMLA Leave
While on FMLA leave, an employee will retain all health, life, and disability benefits the employee had when the leave began. However, an employee will be responsible for paying that portion of any benefits premium the employee paid at the time the leave began. Other accumulated benefits shall be preserved at the level accrued as of commencement of the leave, but shall not accrue further during such leave period. If an employee does not return to work after the expiration of the leave, the employee may be required to reimburse the Garden for payments of health insurance premiums during the leave, unless the employee does not return because of the presence of a serious health condition that prevents the employee from performing his or her job or circumstances beyond the control of the employee. While on FMLA leave, an employee must provide periodic updates regarding the employee’s status and intent to return to work.
Job Protection
Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. A returning employee does not, however, have a greater right to restoration or other benefits than if the employee had been continuously employed during the leave period.

- So that an employee’s return can be properly scheduled, an employee on FMLA leave should notify the Garden of his or her intent to return to work at least five days before the planned return date.
- A “key employee,” which is defined as a salaried, FMLA-eligible employee who is among the highest paid 10% of employees within 75 miles of the employee’s worksite, may be denied reinstatement if necessary to prevent substantial and grievous economic injury to the operations of the Garden. The Garden will notify an employee as to whether he or she qualifies as a “key employee” after the employee has requested a leave of absence.
- The Garden is not required to continue FMLA benefits or reinstate employees who would have been laid off or otherwise had their employment terminated had they continued to work during the FMLA leave period. Furthermore, the Garden will consider an employee’s failure to return to work at the end of an FMLA leave to be a voluntary termination of the employee’s employment with the Garden. In such cases, the employee no longer has FMLA protections of job restoration.
- Employees who give unequivocal notice that they do not intend to return to work lose their entitlement to FMLA leave and job protection.

Interaction with State Military Leave Laws
Certain states require employers to provide greater or different job-protected leave to family members of persons in the military. When applicable, the Garden complies with all such military family leave laws. When leave provided under one of these laws is covered under the federal FMLA, it also shall count toward the employee’s federal FMLA entitlement and as FMLA leave under this policy. These military family leave laws vary by state, and the employee should contact Human Resources if he or she has questions about them.

Fitness-for-Duty Certification
The Garden’s standard practice is to require employees to provide fitness-for-duty certification prior to returning to work from a period of FMLA leave. If pursuant to its standard practice, the Garden chooses to require submission of a fitness-for-duty certification, the Garden will inform the employee of that requirement in the employee’s Designation Notice (i.e., the form by which the Garden will notify the employee whether requested leave has been approved for FMLA protection.)

Under most circumstances, the Garden will not seek fitness-for-duty certification from an employee returning from intermittent or reduced-schedule FMLA leave; however, the Garden may seek fitness-for-duty certification for each such absence (up to once every 30 days) if reasonable safety concerns exist regarding the employee’s ability to perform his or her duties, based on the serious health condition for which the employee took such leave. If the Garden chooses to require a fitness-for-duty certification under such circumstances, the Garden will inform the employee at the time a Designation Notice is provided that for each subsequent instance of intermittent or
reduced schedule leave, the employee will be required to submit a fitness-for-duty certification unless one has already been submitted within the past 30 days.

If an employee fails to provide timely and complete fitness-for-duty certification at the Garden’s request, such failure may result in a delay of the employee’s return to work and/or a loss of the employee’s reinstatement rights under the FMLA. Complete fitness-for-duty certification includes certification from a health care provider that an employee is able to return to work and that the employee is able to perform the functions identified on a list of the essential functions of the employee’s job, which the Garden will provide with the employee’s Designation Notice if fitness-for-duty certification will be required.

The employee will be responsible for covering the cost of obtaining fitness-for-duty certifications under this policy.

**No Interference or Retaliation**

Pursuant to federal law, the Garden will not interfere with an employee’s exercise of rights under the FMLA, nor will the Garden discriminate or retaliate against an employee for exercising such rights. FMLA makes it unlawful for any employer to take the following actions:

- interfere with, restrain, or deny the exercise of any right provided under FMLA;
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

**Enforcement**

The U.S. Department of Labor is authorized to investigate and resolve complaints of violations. An eligible employee may file a complaint with the Department of Labor or may bring a private lawsuit against an employer. FMLA does not affect any federal or state law prohibiting discrimination, or supersedes any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

**Additional Information about the FMLA**

Anyone may visit the U.S. Department of Labor’s FMLA website at the following address: www.dol.gov/esa/whd/fmla. To locate the nearest office of the Wage and Hour Division (WHD) of the Employment Standards Administration, telephone the WHD toll-free information and help line at 1 (866) 4USWAGE (1-866-487-9243). A customer service representative is available to assist with referral information from 8:00 a.m. to 5:00 p.m. in each time zone. Additionally, anyone may visit the WHD home page at www.wagehour.dol.gov.

The foregoing Family and Medical Leave Policy has been drafted to comply with the Family and Medical Leave Act of 1993, as amended, and its November 17, 2008 Rules and Regulations (effective January 16, 2009) published by the Department of Labor. This Law, and its Rules and Regulations, consist of more than 100 pages and, hence, it is not possible in this Policy to address all possible issues which might arise. Suffice it to state that the Garden will, in its discretion, apply and interpret this Policy consistently with the Law, its Rules, and persuasive case law. As with all other policies, the Garden reserves the right to revise and change this Policy, at any time, in its sole discretion.
Any employee who believes he or she is entitled or would like to request leave under this Policy, or who has any questions about this Policy, should speak with Human Resources.

**Bereavement Leave**
If there is a death in your family, you may be eligible for paid bereavement leave. Regular full- and part-time employees are eligible to take up to three consecutive workdays off with pay for the death of an immediate family member. If additional time is needed, vacation, floating holiday, or unpaid time off may be taken with your manager’s approval. The employee may be asked to provide verification of need (i.e., bereavement statement, obituary, etc.).

An immediate family member is defined as your spouse, child, parent, sibling, grandparent, grandchild, legal guardian, legal dependent, parent-in-law, grandparent-in-law, brother and sister-in-law, stepfather, stepmother, stepbrother, stepsister, stepson, or stepdaughter.

Upon the death of any other relative including an extended family member, time off may be granted at the discretion of your manager. However, this approved time off will not be eligible for bereavement pay. An extended family member is defined as your aunt, uncle, niece, nephew, cousin, or an in-law not considered an immediate family member.

**Jury Duty**
Employees are encouraged to fulfill their civic responsibilities. If you are called to perform jury duty or to act as a court witness, you should notify your manager immediately and provide him/her with a copy of the jury summons or subpoena so that he/she may arrange to accommodate your absence. Should the Garden’s needs dictate, your manager may ask that you request a postponement of jury duty.

To provide income protection while a regular full- or part-time employee carries out his/her civic responsibility, the Missouri Botanical Garden will provide your regularly scheduled hours of pay at your current rate of pay for time spent serving on jury duty for a period not to exceed (2) weeks. An employee may choose to use accrued vacation time in conjunction with a jury duty absence, if the absence extends beyond the two-week timeframe. When court is not in session or attendance is not required, the employee must report to work.

**Election Time Off**
Employees who are chosen to serve as election officials at polling sites will be permitted to take the required time off to serve in this capacity. Accrued vacation leave may be requested to conduct such activities. If there is no accrued vacation time available, time engaged as an election official will be unpaid and should be reported and coded appropriately on the employee’s timekeeping record.

Employees who are chosen to act as election officials should notify their manager as far in advance as possible, but no less than seven days in advance of their need for time off to accommodate scheduling of work shifts. Inadequate notice may result in denial of the request.
**Military Leave**

Employees who are members of the U.S. Armed Forces or reserve members of the U.S. Armed Forces or state militia groups will be granted unpaid leaves of absence for military service, training or other obligations in compliance with state and federal laws. In accordance with federal and state law, it is the Garden’s policy that no employee or prospective employee will be subjected to any form of discrimination on the basis of that person’s membership in or obligation to perform service for any of the Uniformed Services of the United States. Specifically, no person will be denied employment, reemployment, promotion, or other benefit of employment on the basis of such membership. Furthermore, no person will be subjected to retaliation or adverse employment action because such person has exercised his or her rights under this policy. If any employee believes that he or she has been subjected to discrimination in violation of this policy, the employee should immediately contact the Human Resources Division.

The amount of leave to which you may be entitled varies depending on what type of service you are called to perform. All questions regarding the Garden’s military leave policy, applicable state and federal laws, and continuation of benefits should be directed to Human Resources.

**Procedure**

- The employee will provide his or her immediate manager with notice that the employee will be engaging in military service, including, where feasible, a copy of the orders directing the military duty, unless the employee is prevented from doing so by military necessity. Employees are requested to provide such notice within 30 days of active military service.
- The employee’s manager will notify Human Resources to properly review and approve the request for leave of absence, collect any applicable insurance premiums from the employee, generate other applicable documents, and process accordingly.
- When the employee intends to return to work, he or she must notify Human Resources. If the employee does not return to work, the manager must notify Human Resources immediately to determine the appropriate follow-up needed.

**Military Training Leave**

In addition to the rights and benefits provided to employees taking Military Leave (as described in this policy), eligible employees who must be absent from their job for a period of not more than 10 working days each year in order to participate in temporary military duty are entitled to as many as 10 days paid military leave, less military pay offset.

All benefits will continue during an employee’s temporary military training leave. Employees directed to participate in extended military duties in the U.S. Armed Forces that exceed 10 working days will be placed on an unpaid military leave of absence status and will be entitled to the rights and benefits described below, subject to the procedures outlined in this policy.

**Benefits Continuation While on Military Leave**

If an employee is absent from work due to military service, benefits will continue as follows:

- **Health Insurance**—A regular full-time employee on extended military leave may elect to continue group health insurance coverage for the employee and covered dependents under the...
same terms and conditions for a period not to exceed 31 days from the date the military leave of absence begins. To retain this coverage, the employee must pay, per pay period, the premium normally paid by the employee. After the initial 31-day period, the employee and covered dependents may continue participating in the group health insurance plan for up to 24 months at 102% of the full contribution (both employer and employee) premium rate, as provided by COBRA. An employee and/or an employee’s covered dependents’ group health insurance coverage will run concurrently with the applicable health insurance coverage under COBRA beginning after the first 31 days of military leave. Employees returning to work are entitled to reinstate their health coverage, as if they had never left.

- **Accrued Vacation and Sick Leave**—Employees on military leave may, at their option, use any or all accrued paid vacation time during their absence. Employees will not accrue vacation, sick leave, or holiday benefits while on a military leave of absence.

- **Life Insurance**—The group term life/AD&D insurance provided by the Garden will terminate the day the employee becomes active military. Voluntary supplemental life/AD&D insurance will also terminate the day the employee becomes active military. You may continue voluntary dependent life insurance coverage by converting to an individual policy. To exercise this conversion option, dependents must submit a written application and the first premium payment within 31 days immediately following the termination of coverage.

- **Disability Insurance**—The group long-term disability insurance provided by the Garden will terminate the day the employee becomes active military. Voluntary short-term disability insurance will also terminate the day the employee becomes active military.

- **Retirement Plan**—With respect to the Garden’s 403(b) retirement plan, upon reemployment, employees who have taken military leave will be credited for purposes of vesting with the time spent in military service and will be treated as not having incurred a break in service. Immediately upon reemployment, the employee may, at the employee’s election, make any or all employee contributions that the employee would have been eligible to make had the employee’s employment not been interrupted by military service. Such contributions must be made within a period that begins with the employee’s reemployment and that is not greater in duration than three times the length of the employee’s military service. Employees will receive all associated Garden matching contributions to the extent that they make the required employee contribution to the plan.

**Reemployment**

Generally, only individuals discharged under honorable conditions who were regular employees (full-time and part-time) are eligible for reemployment. Under USERRA, the individual is generally required to give advance notice of the leave, be on leave for no more than five years, and reapply for reemployment within specified time frames. The advance notice may be written or verbal. No prior notice is required if it is precluded by military necessity or such notice is impossible or unreasonable. The five-year limit is the cumulative length of absence from a job.

An employee should promptly submit his/her reapplication notice to the Human Resources Division. Upon receipt of an employee’s application for reemployment (as defined below), an employee will be reinstated to employment in the following manner depending upon the employee’s period of military service:
• If service is less than 31 days (or for the purpose of taking an examination to determine fitness for service)—The employee must report for reemployment at the beginning of the first full regularly scheduled work period on the first calendar day following completion of service and the expiration of eight-hour period for safe transportation back to the employee’s residence.

• If service is for 31 days or more but less than 180 days—The employee must submit an application for reemployment (written or verbal) with Human Resources no later than 14 days following the completion of service.

• If service is over 180 days—The employee must submit an application for reemployment (written or verbal) with Human Resources no later than 90 days following the completion of service.

• If the employee is hospitalized or convalescing from active service-connected injury—The employee may submit an application for reemployment with Human Resources at the end of the period that is necessary for the person to recover, not to exceed two years following completion of service.

• Temporary employees—Temporary employees are not eligible for reinstatement.

General Reinstated Benefits upon Reemployment
Regular full-time and part-time employees who are reemployed following military leave will receive service credit and other eligible benefits determined by service credit that the employee had at the beginning of the military leave, plus any additional service credit and benefits the employee would have attained, with reasonable certainty, had the individual remained continuously employed. In addition, an employee’s time spent on active military duty will be counted toward their eligibility for FMLA leave once they return to their job at the Garden.

Required Reemployment Documentation
Upon receiving the employee’s reapplication for employment, the Garden will request that the employee provide the Garden with military discharge documentation that establishes the timeliness of the application for reemployment and length and character of the employee’s military service.

Exceptions to Reemployment
In addition to the employee’s failure to apply for reemployment in a timely manner, the Garden will not reemploy an individual when any of the following conditions exist:

• The Garden’s circumstances have so changed as to make reemployment impossible or unreasonable.
• The employee is no longer qualified for the prior position as a result of a disability, and reemployment poses an undue hardship on the Garden.
• The employee’s employment prior to the military service was merely for a brief, non-recurrent period and there was no reasonable expectation that the employment would have continued indefinitely or for a significant period.
• The employee did not receive an honorable discharge from military service.
Employee Conduct

Personal Conduct and Work Rules

The Missouri Botanical Garden has established a standard of behavior that is required of all employees. It is our policy that employees maintain a working environment that fosters mutual respect, cooperation, and teamwork, and promotes civil and congenial relationships among employees, managers, volunteers, and visitors, and is free from all forms of harassment/discrimination and violence. It is impossible to provide an exhaustive list of all forms of behavior considered unacceptable in the workplace. However, some examples of inappropriate conduct that is prohibited and may result in disciplinary action, up to and including termination of employment, are:

- Theft or inappropriate removal or possession of Garden property;
- Working under the influence of alcohol or illegal drugs;
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, at Garden-sponsored events, or while operating employer-owned vehicles or equipment;
- Unauthorized possession of weapons (even if you have a state license) on Garden premises, while on Garden business, or at Garden-sponsored events;
- Fighting or threatening violence in the workplace; using obscene, abusive language or gestures; exhibiting threatening behavior of any kind, including acts of terror, such as bomb threats or bio-terror acts or threats of violence in the workplace, while on Garden business, or at Garden-sponsored events;
- Sexual harassment or other unlawful or unwelcome harassment and/or discrimination;
- Possession of dangerous or unauthorized materials, such as explosives or firearms in the workplace, while on Garden business, or at Garden-sponsored events;
- Conviction of a crime while employed at the Missouri Botanical Garden;
- Improper conduct of any kind including conduct that is unlawful or unethical;
- Insubordination or other disrespectful conduct which may include, but is not limited to: refusal to do an assigned job, work required overtime, render assistance, work assigned schedule, issuing an insolent response to a work directive, willfully delaying performing or completing an assignment;
- Failure to cooperate with a Garden or Human Resources investigation;
- Unauthorized disclosure of confidential or proprietary information;
- Falsification or alteration of time records, employment applications, expense report forms or other Garden records and business forms;
- Dishonesty (including but not limited to deception, fraud, lying, cheating or theft);
- Excessive personal, unnecessary, or unauthorized use of Garden supplies, telephones, cell phones, e-mail, mail system, Internet, or other equipment;
- Accessing confidential computer files and data, without authorization;
- Soliciting or accepting gratuities from vendors, visitors, etc. inconsistent with Garden policy or other conflicts of interest or legal or ethical violations;
- Unsatisfactory performance or conduct;
- Excessive or unauthorized absenteeism, tardiness, or early departures;
• Negligence, horseplay, or other improper conduct leading to damage of the Garden’s or another person’s property and/or that results in personal injury, while on Garden premises, Garden business, or at Garden sponsored events;
• Sleeping while on duty or excessive, unauthorized absences from your work area throughout the workday;
• Gambling on Missouri Botanical Garden premises, while on Garden business, or at Garden-sponsored events;
• Violation of safety and sanitation guidelines, or failing to report on-the-job injuries, damage to or accident involving Garden equipment;
• Failing to comply with licensure and certification requirements;
• Failure to comply with compliance procedures and regulations;
• Eating food and/or drinking beverages in undesignated areas;
• Use of tobacco on Garden property or in view of Garden visitors;
• Removing, posting, or altering notices on any bulletin board on Garden property without permission from your manager or the Human Resources Division;
• Failing to behave and/or communicate in a manner that promotes teamwork and fosters an environment of cooperation and respect; and
• Activities that violate other provisions of this Handbook or the Code of Ethics.

Employees who exhibit any of the above behaviors, as well as engage in any other conduct deemed unacceptable, including retaliatory acts of any kind, are subject to disciplinary action up to and including termination of employment with or without an opportunity for corrective action.

Nothing in this guideline is intended to alter the “at-will” status of employment with the Missouri Botanical Garden. Employment with the Missouri Botanical Garden is based on mutual consent and both the employee and the Missouri Botanical Garden have the right to terminate employment at will for any reason or no reason, with or without cause or advance notice.

## Attendance

Good attendance and punctuality are essential and important to ensure Garden operations run smoothly at all times. Employees are expected to report to work as scheduled, on time, and prepared to begin working. Employees are also expected to remain at work for their entire work schedule. Late arrival, early departure, or other absences from scheduled hours are disruptive and should be avoided. While the Garden recognizes that it may be necessary to be away from work due to illness or circumstances beyond your control, all employees should adhere to the following reporting procedures.

### Reporting an Absence or Tardy

Employees are responsible for calling their manager prior to their scheduled start time or no later than within 30 minutes of their scheduled start time. If the manager is unavailable, the employee must leave a voicemail message and a valid contact number, should the manager need to speak with the employee, and must contact at least one member of management directly. It is the employee’s responsibility to properly notify his or her manager and provide specific information...
as to when he or she expects to return to work. There may also be additional division specific procedures for reporting absence or tardy; speak with your manager for additional information.

In the event an employee is absent due to a medical emergency, the manager should be contacted within 24 hours. If an employee is unable to contact the manager personally, an immediate family member should initiate this call. However, as soon as possible, the employee must call again and speak with the manager directly. Additionally, the employee may be asked to provide a physician’s statement if on a continuing absence of three or more consecutive work days. If an employee is absent for three or more days due to an illness, a physician’s release may be required before returning to work.

**Attendance Occurrences**

Time away from work that is pre-scheduled and approved in advance (e.g. vacation, holiday, etc.), bereavement leave, jury duty, FMLA, or other approved leaves of absence will not be counted as an attendance occurrence and are excused absences. A non-exempt employee may receive an attendance occurrence for each unapproved tardy, early departure, or absence, if he or she fails to adhere to the assigned work schedule. Attendance will be monitored regularly and occurrences may be recorded in the following categories:

- **Tardy**—A non-exempt employee who fails to report to his or her work area at the scheduled start time may receive an attendance occurrence (includes returning from scheduled lunch breaks).
- **Early Departure**—A non-exempt employee who fails to work their entire scheduled shift and leaves early may receive an attendance occurrence. However, if the early departure is initiated by a manager, the employee will not receive an occurrence.
- **Unexcused Absences**—Time away from work that is unscheduled and has not been approved in advance by a non-exempt employee’s manager will be counted as an attendance occurrence. Consecutive absences related to the same incident will be counted as one attendance occurrence.
- **Overtime**—If a non-exempt employee is scheduled to work authorized overtime and fails to report to work, arrives late, or leaves early, an attendance occurrence may be given in accordance with the guidelines outlined in this policy.
- **No Call/No Show**—An unscheduled absence from work requires immediate notification to the assigned manager. If any employee is unable to reach their manager, he or she is advised to both leave a message, and to contact another member of management in the department or division right away. Notification provided after the work shift has ended is unacceptable, and those who fail to properly inform their manager as required may be subject to corrective action as follows:
  - 1st Occurrence — Final Written Warning
  - 2nd Occurrence — Termination

Failure to report to work or immediately notify your manager of an absence or tardy is very serious. Any employee who fails to report to work or call his or her manager for three consecutive days will be considered to have voluntarily resigned their employment relationship with the Garden due to job abandonment, and will be ineligible for rehire. If there are extenuating
circumstances that prevent an employee from immediately contacting the manager (e.g. serious accident, hospitalization, etc.), the employee may be asked to provide information validating the incident, and discretion may be allowed when determining disciplinary action.

**Attendance Tracking and Disciplinary Action**

Attendance occurrences will be tracked for all non-exempt employees on a 12-month rolling calendar basis. Therefore, occurrences will expire 12 months from the date of the incident. Occurrences will be calculated as follows:

- Unexcused Absence—1 Occurrence
- Unexcused Tardy—1/2 Occurrence
- Unexcused Early Departure—1/2 Occurrence

Employees may be subject to disciplinary action when their total number of attendance occurrences reaches the following levels during a rolling 12-month period:

- 2 Occurrences—Verbal Warning
- 4 Occurrences—Written Warning
- 5 Occurrences—Final Written Warning
- 6 Occurrences—Termination

Employees who are placed on corrective action are expected to satisfactorily improve their attendance. Failure to improve and/or sustain acceptable attendance, conduct, or job performance may result in further corrective action, up to and including termination.

**Patterned Absences/Tardiness/Early Departures**

Those employees who have a pattern of absences, tardies, or early departures, such as routinely calling off on Mondays and/or Fridays, or the day preceding or following a holiday, may be subject to disciplinary action regardless of the number of occurrences.

While exempt employee work schedules may vary, attendance concerns and any resulting negative impact on successful job performance will be addressed and may lead to disciplinary action up to and including termination of employment.

**Drug and Alcohol-Free Workplace**

The Missouri Botanical Garden is committed to protecting the safety, health, and well-being of all employees and other individuals in our workplace. We recognize that drug and alcohol abuse can threaten these goals. Therefore, we have established a Drug and Alcohol-Free Workplace Policy to provide employees and management with guidelines for handling the use of drugs, alcohol, and other controlled substances in the workplace.

As a condition of employment, the Missouri Botanical Garden requires that employees adhere to a strict policy regarding the use and possession of drugs and alcohol. The Garden encourages employees to voluntarily seek help with drug and alcohol problems.
This policy applies to all employees whether on or off Garden property, including parking areas, while representing or conducting business for the Garden during all working hours, during Garden-sponsored events, in meetings, and while in a Garden vehicle.

**Prohibited Behavior**

It is a violation of our Drug and Alcohol-Free Workplace Policy for any person covered by this policy:

- To manufacture, sell, distribute, dispense, possess, use, trade, offer for sale, or offer to buy illegal drugs or otherwise engage in the illegal use of drugs on or off the job.
- To report to work with illegal drugs (e.g., marijuana, cocaine, opiates, amphetamines, and phencyclidine) or other intoxicants (e.g., glue) in the employee’s system.
- To report to work under the influence of or impaired by alcohol.

Prescription medications should be contained in the original prescription container and must be prescribed by an authorized medical practitioner for current use by the person in possession of the prescription.

Legally prescribed and over-the-counter drugs or medicines are permitted provided the medications will not impair the person’s ability to perform his/her job safely and efficiently. Reporting to or being at work while using prescription or over-the-counter drugs where such use may prevent the employee from performing the duties of the job or present a safety hazard to the individual, other persons, or property is prohibited. If the use of a legally prescribed or over-the-counter medication could compromise the safety of the employee, fellow employees, or the public, it is the employee’s responsibility to notify his/her manager and Human Resources for consultation or use appropriate safety personnel procedures to avoid unsafe workplace practices.

Employees required to undergo testing for alcohol or drugs under this policy may be required to disclose any prescription or over-the-counter medication they have used within 30 days of the tests.

**Notification of Criminal Convictions**

Any employee who is convicted of a criminal drug violation must notify the Garden in writing after conviction and before reporting for his/her next regularly scheduled work shift. The Garden may take appropriate action, up to and including termination, against any employee convicted of such a violation.

**Searches**

Entering the Missouri Botanical Garden’s property constitutes consent to searches and inspections. If an individual is suspected of violating the Drug or Alcohol-Free Workplace Policy or for other legitimate business reasons, the employee may be asked to submit to a search or inspection at any time as permitted by controlling law. Searches can be conducted of any personal belongings brought onto Garden property, including but not limited to pockets and clothing, lockers, wallets, purses, briefcases, lunchboxes, toolboxes, desks, work stations, vehicles (Garden-owned and personal), and equipment.
Drug Testing
Under the circumstances outlined below and where permitted by controlling law, as a condition of employment, employees shall be required to participate in testing to screen for the presence of alcohol, controlled substances, and/or illegal drugs. Testing for the presence of alcohol and/or drugs will be conducted by analysis of breath, blood, saliva, or urine if appropriate under the circumstances and permitted by controlling law. Where permitted by controlling law, the Missouri Botanical Garden will conduct drug and/or alcohol testing under the following circumstances:

• **Reasonable Suspicion/For Cause Testing:** An employee will be required to undergo drug and/or alcohol testing if the Garden has a reasonable suspicion that the employee is under the influence of alcohol, a controlled substance, or illegal drugs or has violated the Garden’s Drug and Alcohol-Free Workplace policy which prohibits employees from reporting to work with drugs or alcohol in their system. Reasonable suspicion may be drawn from specific objective, articulated facts and reasonable inferences drawn from those facts in light of experience.

• **Post-Accident Testing:** Any employee who causes, contributes to, or is involved in a workplace accident or injury that (1) requires medical treatment by a health care professional, or (2) results in a workplace injury that results in the loss of work time, or (3) causes or contributes to significant damage to Garden property or equipment will be required to undergo drug and/or alcohol testing.

• **Post-Rehabilitation Testing:** Employees who participate in a drug and/or alcohol rehabilitation program as the result of a positive test will be subject to testing as a follow-up to their treatment program. Employees who voluntarily enter into a rehabilitation program may be subject to testing as a follow-up to their treatment program in accordance with controlling law. Testing will be conducted in accordance with controlling federal and state law.

**List of Tested Drugs**
The Garden may test job applicants or employees for any or all of the following drugs:

- Amphetamines (speed, uppers, Black Beauties, pep pills)
- Cocaine (coke, snow, crack, flake)
- Methadone (Dolophine, Methadose, Amidone)
- Methaqualone (quaaludes, ludes, sopors)
- Barbiturates (downers, barbs, yellow jackets)
- Alcohol, including distilled spirits, other substances listed herein, and intoxicating liquors
- Propoxyphene (synthetic drugs)
- Cannabinoids (marijuana, hash, pot, grass, weed, dope)
- Phencyclidine (PCP, angel dust, hog)
- Opiates (heroin, opium, codeine, smack, horse, junk)
- Benzodiazepines (Ativan, Azene, Clonopin, Dalmone, Diazepam, Valium)
- Methamphetamine
- Metabolites of any other substances listed herein
Garden Events
The use of alcoholic beverages by employees on Garden premises, on Garden assignments, or at Garden events may take place only during a Garden function or activity where the consumption of alcohol has been approved by the Garden, including Garden-sponsored events where alcohol is served and certain organization-related entertainment or meetings. However, the authorization of alcoholic beverages at such functions DOES NOT relieve employees from the responsibility of exercising moderation and judgment so as not to represent a danger to themselves, other employees, the general public, or the Garden's reputation. If an employee is unable to safely and legally drive their vehicle, the employee shall not drive their vehicle, and the employee should take steps to ensure that they get home safely from the approved function or activity through use of a carpool, taxi cab, car service, or other mode of safe transportation.

This policy does not prohibit the possession of unopened alcohol in personal vehicles parked on Garden property or which was received as a gift or token while on Garden property or business. However, such unopened alcohol should be removed from the property as soon as possible.

Testing Methods and Confirmation
The collection of samples will be performed under reasonable conditions and will be conducted in a manner reasonably calculated to prevent substitutions or interference with the collection and the testing of reliable samples. All testing performed by the Garden or at the Garden's direction will conform to accepted analytical methods and procedures.

Confirmation testing is a drug or alcohol test that is conducted on a sample to substantiate the results of a prior drug or alcohol test on the same sample. The confirmation test uses different chemical principles and is of equal or greater accuracy than the prior test. If a confirmation test yields a positive result, the test result will be a “confirmed positive.” Confirmation of any positive test will be processed by a scientifically accepted method of equal or greater accuracy by a certified laboratory before the result of any test will be used as a basis for refusing to hire an applicant or disciplining (including terminating) an employee, except that they may be temporarily suspended pending confirmation of an initial positive test result.

Within three working days following notice of a positive test result, the employee or applicant may explain the test result, including by disclosing any over-the-counter or prescription medications or other medical information that might cause a “false positive” test result. They may also, within five days, request to have a second confirmatory test conducted on the same sample. Any re-test requested by the employee or applicant (and costs associated with such re-test) will be conducted or incurred at their sole expense, except where prohibited by controlling law.

Consequences
One of the goals of our Drug and Alcohol-Free Workplace Policy is to encourage employees to voluntarily seek help with alcohol or drug problems. If, however, an individual violates the Policy, the consequences are serious.

Employees who test positive for drugs and/or alcohol will be subject to disciplinary action, up to and including immediate termination. Where required by controlling law, an employee who tests
positive may be given the option to participate in rehabilitation at the expense exclusively of the employee. If the Garden determines that an offer of rehabilitation is not warranted or mandated by controlling law, the Garden may discipline the employee up to and including immediate termination. If the employee is given the option of rehabilitation but does not complete the program requirements, termination will result. When follow-up testing is conducted, the frequency of such testing shall be a minimum of at least once annually for a two-year period after completion of the rehabilitation program. No advance notice of the testing shall be given to the employee. Any employee who tests positive for the use of drugs and/or alcohol after completing a rehabilitation program will be subject to termination.

**Refusal to Test**

An employee or job applicant will be subject to the same consequences of a positive test if he or she refuses to participate in the screening, adulterates or dilutes the specimen, substitutes the specimen with that from another person, or sends an imposter; refuses to sign the required forms; and/or refuses to cooperate in the testing process in such a way that prevents completion of the test. If an injured employee refuses to undergo post-accident drug or alcohol testing, the employee also may forfeit eligibility for workers’ compensation medical and indemnity benefits.

**Assistance**

The Garden recognizes that alcohol and drug abuse and addiction are treatable illnesses. We also realize that early intervention and support improve the success of rehabilitation. To support our employees, the Drug and Alcohol-Free Workplace Policy encourages employees to:

- Seek help if they are concerned that they or their family members may have a drug and/or alcohol problem.
- Utilize the services of qualified professionals in the community to assess the seriousness of suspected drug or alcohol problems and identify appropriate sources of help.
- Utilize the Employee Assistance Program (EAP) benefit as a confidential resource to seek guidance for themselves and/or immediate family members.

Voluntary participation in a substance abuse program will not prevent or lessen disciplinary action taken for violating this policy (unless otherwise required by controlling law) or any other Garden policy.

Treatment for alcoholism or other drug use disorders may be covered by the employee’s benefit plan. However, the ultimate financial responsibility for recommended treatment belongs to the employee.

---

1 Eligibility to receive workers’ compensation medical and indemnity benefits following a positive drug or alcohol screening will be determined by state law.
Confidentiality
The Garden maintains drug and alcohol test results and related information, including but not limited to interviews, reports, statements, memoranda, and medical records, as confidential records, separate from personnel files. Access to this information is limited to those who have a legitimate need to know in compliance with relevant laws and management policies. However, this information may be released to the extent required by law.

Communication
Communicating our Drug and Alcohol-Free Workplace Policy to both supervisors and employees is critical to our success. To ensure all employees are aware of their role in supporting our Drug and Alcohol-Free Workplace Policy, the Garden will:

• Provide all employees with a copy of this Policy.
• Review this Policy with new employees during orientation.

Questions regarding this Policy should be directed to the Human Resources Division.

Workplace Violence Prevention
It is the intent of this policy to ensure that anyone associated with the Garden, including employees, volunteers, and visitors, never feels threatened by another’s actions or conduct. All employees should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, horseplay, or other conduct that may be dangerous to others. Conduct that threatens, intimidates, or coerces another employee, volunteer, visitor, or a member of the public will not be tolerated. The Garden is committed to providing a safe work environment and will take prompt remedial action up to and including immediate termination against any employee who engages in any threatening behavior or acts of violence or who uses obscene, abusive, or threatening language or gestures.

Workplace violence includes any act or behavior that causes or threatens to cause harm, physical or otherwise, to another person or to property. Examples of workplace violence include, without limitation, the following:

• Physically harming another, shoving, pushing;
• Harassing, intimidating, coercing;
• Brandishing weapons;
• Vandalism or arson;
• Intentionally damaging Garden property or property of another employee;
• Racial epithets or other derogatory remarks associated with hate crime threats;
• Threatening or talking of engaging in those activities.

“Workplace,” as used in this policy, means any Garden-owned or leased property including Garden vehicles and parking areas, sites of Garden-sponsored events, and any location visited while conducting Garden-related business.
All employees have a “duty to warn” their managers, security personnel, and the Human Resources Division of any suspicious workplace activity, situations, or incidents that they observe or know of that may involve other employees, former employees, volunteers, contractors, or visitors and that appear potentially dangerous or problematic. Examples of these types of behavior may include, but are not limited to, threats or acts of violence, aggressive and hostile behavior, offensive acts, or threatening or offensive comments or remarks. Employee reports made in adherence to this policy will be held in confidence, to the maximum extent possible. The Garden will not condone any form of retaliation against any employee for making a report in good faith under this policy.

Confrontational threats, threatening conduct, or any other acts of aggression or violence in the workplace will not be tolerated. Based upon the seriousness of these reported behaviors, any employee determined to have committed such acts will be subject to disciplinary action, up to and including termination of employment.

**Discipline and Corrective Action**

An employee may be placed on corrective disciplinary action for significant behavioral or performance deficiencies which are determined to be within the employee’s ability and intent to correct. The Garden’s corrective action process provides a framework for you and your manager to resolve concerns related to unsatisfactory performance, poor attendance, and inappropriate/unprofessional conduct.

Based upon the severity or totality of the concerns, the Garden may choose to bypass any or all corrective action steps and immediately terminate employment, or may do so if an employee fails to demonstrate immediate and sustained improvement. Any written corrective disciplinary action may affect your performance appraisal and/or merit increase compensation.

When a concern arises, the employee’s manager and/or Human Resources will determine the appropriate action to take depending upon the circumstances and document the issue in one of the following ways:

- Verbal Warning
- Written Warning
- Final Written Warning
- Termination—Either immediate or after a form of corrective action has been issued
- Suspension of Employment—An employee may be temporarily suspended from working and unable to return to Garden premises for a specific period of time while a serious matter is investigated (e.g. theft, fraud, violent or threatening behavior, security concerns, etc.).

Employees may be terminated or demoted at any time, for any or no reason, with or without cause, or advance notice. This disciplinary action policy does not alter the at-will relationship that Missouri Botanical Garden maintains with its employees.
Employment Practices

Conflict Resolution Procedures

The Missouri Botanical Garden recognizes that conflicts or misunderstandings may arise in the course of daily working relationships. The Garden wishes to be responsive to our employees and their concerns. Therefore, an employee who is confronted with a problem may follow the procedures outlined below to resolve or clarify his or her concerns.

**Step One:** Employees are encouraged to initially direct their concerns to their immediate supervisor. If the complaint involves the employee's supervisor, the employee is encouraged to schedule an appointment with the supervisor to directly discuss the problem that gave rise to the concern. The employee and supervisor are generally able to directly resolve most job-related issues.

**Step Two:** If the discussion with the immediate supervisor does not resolve the problem to the mutual satisfaction of the employee and the supervisor, or if the supervisor does not respond to the complaint, the employee should submit a written summary of the complaint to the employee's next level manager and a copy should be forwarded to the employee's Division Head. The employee's written complaint should include the following information:

- The problem and the date when the incident occurred.
- The date that the employee met with the immediate supervisor and a summary of the immediate supervisor's response. If the supervisor provided no response, the complaint should state this.
- Suggestions on ways to resolve the problem.

Employees submitting such written complaints should provide as much detail as possible. Upon receipt of the written formal complaint, the manager must schedule a meeting with the employee to discuss the complaint, and should provide a decision to the employee.

**Step Three:** If the employee is dissatisfied and wishes to appeal the decision received in step two, the employee should submit a written summary of the complaint to Human Resources to investigate the complaint. The written summary should include:

- The problem and the date when the incident occurred.
- The date that the employee met with the immediate supervisor and a summary of the immediate supervisor’s response. If the supervisor provided no response, the complaint should state this.
- A copy of the written summary of the complaint submitted to the employee’s department manager or director.
- The date that the employee met with the department manager or director and a summary of the decision.
- Suggestions on ways to resolve the problem.

Human Resources may meet with the parties directly involved to facilitate a resolution. Human Resources may gather further information from the employee, manager(s) involved, and any other
relevant individuals as applicable. All individuals who are involved, other than Human Resources, will be charged with the responsibility of not discussing the situation with other employees and will be accountable not to promote gossip or speculation.

**Important Information**

If an employee fails to appeal from one level to the next level of this procedure, the problem shall be considered settled on the basis of the last decision and the problem submitted by the employee shall not be subject to further consideration. Because problems are best resolved on an individual basis, the conflict resolution procedure may only be initiated by individual employees and not by groups of employees.

The Missouri Botanical Garden reserves the right to impose appropriate disciplinary action, up to and including termination, for any conduct it considers to be disruptive or inappropriate. The circumstances of each situation may differ and the level of disciplinary action may also vary, depending upon factors such as the nature of the offense, whether it is repeated, the employee’s work record, and the impact of the conduct on the organization. No disciplinary action or other Garden management decision will be postponed as a result of the presentation of a complaint by an employee.

No employee will be retaliated against for filing a complaint in good faith under this procedure.

**Dress and Appearance**

Appropriate dress and personal hygiene play an important part in promoting a positive Garden image. A professional standard of dress and appearance is required to promote a safe and productive working environment. Notwithstanding the requirements and prohibitions of this policy, the Garden will make reasonable religious accommodations involving dress and appearance. Regardless of dress or uniform attire, all employees are required to carry or wear their Garden identification badge at all times while at work.

While many divisions have a business casual dress environment or have adopted job-appropriate uniforms, there may be situations requiring more formal attire. If you are conducting or attending meetings, seminars, etc. where you come in contact with other external business professionals, you are expected to represent the Garden in a professional manner and dress appropriately for conducting such business. In various areas of the Garden, there may be specific dress or uniform requirements including safety-related dress requirements. If you work in one of these departments, your manager will advise you of the appropriate attire.

The Garden recognizes that personal appearance is an important element of self-expression. However, excessive jewelry and/or conspicuously displayed body piercings and tattoos do not reflect the highest standard of professionalism. Examples of clothing that is inappropriate during work hours include, but are not limited to, tank tops, sleeveless t-shirts, midriffs or halter tops, cut-off or gym shorts, sweat suits, stretch pants, leggings, mini skirts, flip-flops, or any attire that is dirty, patched, ripped, or torn.
Additionally, the Garden wishes to provide a work environment that is free of safety hazards, offensive behavior, and harassment of any kind. Therefore, the following attire is NOT ACCEPTABLE: spandex; bare feet; pants, shorts, or skirts worn significantly below the waistline; sexually provocative clothing; hats in the business office environments; clothing featuring profanity, nude or semi-nude pictures, product advertisements, sexually suggestive slogans, cartoons, or drawings; the observable lack of or exposed undergarments.

Employees who fail to adhere to the Garden’s dress code guidelines will be asked to initiate appropriate solutions such as removal of excess jewelry, covering tattoos, or returning home to change clothes. If sent home, the time away from work will not be compensated. Repeated violations of the dress code policy will be subject to further disciplinary action, up to and including termination. Please consult your manager if you have questions as to what constitutes proper attire in your work area.

**Personal Property**

The Garden may provide desks, closets, lockers, and other facilities for you to keep personal property, such as purses, wallets, briefcases, and coats, out of public view and available for easy access. These facilities are Garden property and are subject to inspection at any time at the Garden’s discretion.

The Garden takes reasonable precautions to restrict building access to those with proper identification and a legitimate need to enter, and the Missouri Botanical Garden does not accept responsibility or reimburse for lost, stolen, or damaged personal property.

**Use of Garden Property**

The Missouri Botanical Garden provides its employees with the appropriate equipment needed to perform their job duties. Because this equipment is Garden property, employees are expected to use this equipment solely for Garden business purposes and ensure that all property maintained by the Garden is kept in the best possible working condition. No employee should expect any privacy except that which is given by law.

Garden property is defined as any piece of equipment, furnishing, vehicle, building, or supply leased, owned, donated, and in the custodial care of the Missouri Botanical Garden. Garden equipment essential in accomplishing job duties can be expensive and may be difficult to replace. When using the Garden’s property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

All employees whose job duties require them to routinely drive or operate Garden vehicles on a public street are required to maintain a valid drivers license, good driving record, and potentially a chauffeurs license. Additionally, employees operating a Garden vehicle, on or off property, are expected to avoid distractions while doing so including cell phone usage, texting, etc.
Please notify your manager if any equipment appears to be damaged, defective, or needs repairing, and do not continue its use. Prompt reporting of damages, defects, and the need for repairs could prevent possible injury to employees or others.

Personal use of all Garden property and business equipment, including but not limited to telephone systems, computers, and copy/fax machines should be reasonable and kept to a minimum. Employees may not utilize personally owned computer equipment at the Garden without the permission of the Vice President, Information Technology or designee.

Computer users may not attempt to gain access to another person’s digitized electronic data files or computer software programs without specific permission. All computer password codes should be considered as private among users.

The Garden has the right to monitor any communications that utilize the Garden’s networks or telephone systems in any way, including data, voice mail, e-mail, telephone logs, Internet use, network traffic, etc., to determine proper utilization and retains the right to do so at any time. Garden management may review the activity and analyze usage patterns and choose to publicize this data to assure that the Garden’s resources in these areas are being utilized according to this policy. Furthermore, no employee shall knowingly disable any network software or system identified as a monitoring tool. Computer equipment shall not be locked in such a way as to make them inaccessible by the Garden.

The Garden, at its sole discretion, may require an employee who loses or causes damage to equipment or other property owned by the Garden to pay for the replacement cost of such lost or damaged equipment or other property. Moreover, employees who are negligent in operating, fail to adequately safeguard, or inappropriately use Garden equipment and/or property will be subject to corrective action, up to and including termination.

Emergency Closings and Inclement Weather

At times, emergencies (such as severe weather, fires, power failures, earthquakes, etc.) can disrupt Garden operations. While it is our policy to remain open during most periods of inclement weather and maintain normal work hours whenever possible, where extraordinary circumstances warrant, the Missouri Botanical Garden reserves the right to close the Garden to the public, its employees, and/or volunteers.

If a decision is made to close the Garden during normal hours of operation, an announcement will be made to all Division Managers who will be responsible for promptly notifying employees and volunteers in his/her division. In such case, employees are expected to remain at work until the official closing time, unless they receive permission from their manager to leave earlier.

When the Garden is officially closed to staff due to emergency conditions, if not required to work, employees will not be paid but may use any accrued vacation for this time off.

Non-exempt employees who are required to work on-site when the Garden is officially closed due to emergency will be paid at double time their regular rate of pay. Employees who are not required to
work, but report for duty or are already at work when the Garden is officially closed will receive their regular rate of pay for any hours worked and must have their manager’s approval to remain at work.

If the Garden remains open to the public, managers may approve regular full-time and part-time employees to arrive later for work or leave early if appropriate and based upon the inclement conditions. If possible, employees may be allowed to make up the time missed within the same work week. However, hourly employees who fail to work their regular scheduled shift or make up these hours within the same work week will have the time off as unpaid, but may use accrued vacation if desired and available.

When severe weather conditions or emergencies occur outside of normal business hours, please call (314) 577-9546 to receive updated information regarding Garden operations. All employees (with the exception of Security personnel) assigned to a second or third shift should verify their shift start time with their manager two hours prior to the start of their regularly scheduled shift.

**Smoke-Free Workplace**

The Missouri Botanical Garden maintains a smoke-free work environment for the benefit of all employees, volunteers, and visitors. Tobacco use of any kind is strictly prohibited on all Garden properties or in view of Garden visitors. This includes the act of lighting, smoking, or carrying a lighted or smoldering cigar, cigarette, or pipe of any kind.

This policy applies equally to all Garden employees, visitors, vendors, volunteers, contractors, consultants, temporary agency employees, student interns, or special guests; all Garden campus buildings and ancillary locations; Garden or private vehicles driven on or parked on Garden property or used to conduct Garden business. All employees share in the responsibility for adhering to and enforcing this policy. Violations or concerns should be brought to the attention of your manager or Human Resources.

**Telephone and Electronic Communications Systems**

The Missouri Botanical Garden provides and maintains the following forms of electronic communications equipment and services: telephone, fax, voicemail, pagers, hand-held radios, cell phones and personal digital assistants, internal and external e-mail, text messages, Internet access, laptops, computer hardware and software, and other communication data sources to assist employees in performing tasks related to their jobs and for minimal personal use.

As a condition of providing these systems, the Garden reserves the right to monitor, audit, search, copy, intercept, access, or disclose any information stored on or sent through its phone system, voice mail system, or computer systems, including an employee’s voice mails, e-mails, files, software, or other information stored on the network or the employee’s computer for any purpose. Any information, data, files, or attachments that you create, receive, download, store, transmit, delete, or use while employed by the Missouri Botanical Garden are considered Garden property. Employees should have no expectation of privacy in their electronic communications over the Garden’s e-mail systems.
Electronic mail and Internet usage should be done with care and should not cause any adverse publicity or embarrassment to the Missouri Botanical Garden. The Garden’s communication systems are not private, and employees do not have privacy rights when using these systems, equipment, services, and facilities. Under no circumstances may Garden e-mail or voice mail systems be used for mass mailing or other mass distribution of non-work related notices, invitations, or other non-job related solicitations.

Passwords are intended to prevent unauthorized access to information. However, passwords do not confer any right of privacy upon any employee of the Missouri Botanical Garden. Employees are expected to maintain their passwords as confidential and must not share passwords.

Dissemination of digitized electronic files, including data extracted from database files, to persons outside the Garden is allowed only with approval of the division head responsible for the data.

Any employee who discovers a violation of this policy should immediately notify his/her manager and Human Resources. Inappropriate or excessive personal use of the Garden’s telephone or electronic communication systems and devices will not be tolerated and employees will be subjected to corrective action, up to and including termination.

**Telephone Use**

The Garden recognizes that occasionally it is necessary for employees to make or receive personal telephone calls during working hours. However, personal calls during work hours can interfere with employee productivity and be distracting to others. Therefore, personal calls should be kept to a minimum and at a low volume, whether the calls are placed or received using Garden phones or personal cellular phones. Employees may not charge personal long-distance calls to the Garden. Excessive personal telephone usage may result in corrective action.

Employees are not authorized to use personal cell phones in place of Garden provided pagers, hand-held radios, telephones, or any other telecommunications equipment provided to perform Garden tasks. The Garden will not be held liable for the loss of personal cellular phones brought into the workplace.

**Software Use**

Employees may have various software applications installed on their Garden computers in order to perform essential job duties. All software must be licensed to the Garden and installed by the Information Technology division. All software owned by or licensed to Missouri Botanical Garden shall remain with the Garden and may not be installed on non-Garden equipment, without prior approval from the Vice President, Information Technology or designee. Any misuse, copyright violation, or theft of Garden software may result in termination and legal prosecution.

Much of the software used at the Garden has been copyrighted by a publisher and as such is protected by copyright law and other intellectual property rights. In addition, software is generally provided under a legally binding licensing agreement with defined terms and conditions for its use. The documentation and disks represent the Garden’s legal title to the software and must be readily available to the Information Technology division at all times. The Garden does not condone, and
will not tolerate, the illegal duplication or use of computer software. Unless expressly authorized by the license agreement, the Garden does not have the right to reproduce either the software or related documentation (manuals).

Employees play a key role in the implementation of the Garden’s software use policy and are required to comply with it. Each employee shall obtain the approval of the Vice President, Information Technology or designee before copying any software to or from (1) the network, (2) their computing device, or (3) another user’s computing device. Software provided by the Garden is to be used only in the conduct of Garden business and is not to be transferred outside of the Garden without proper authorization.

All software must be installed on Garden computers by Information Technology personnel unless otherwise authorized by the Vice President, Information Technology or designee. All Garden computers must have anti-virus software installed and operating before connection to the network. Anti-virus software shall not be uninstalled or disabled. Furthermore, personally owned software shall not be installed on Garden computers.

Employees who have access to our e-mail system understand that it is for business use and should minimize their personal use of the system. Personal e-mail use must not interfere with Garden operations or job responsibilities.

In general, employees should exercise the same restraint and caution in drafting and transmitting e-mail messages as they would when writing a memorandum and should assume that their message will be saved and reviewed by someone other than the intended recipients.

**Internet Use**

Access to the Internet through the Garden’s network is a privilege and carries responsibilities reflecting responsible and ethical use. Limited personal use of the Internet is allowed. However, employees are reminded that the use of all Missouri Botanical Garden property is primarily for the purpose of supporting Garden operations. Any use of the Internet should not interfere with the employee’s job responsibilities or be excessive. Employee pathways through the Internet can and may be tracked.

**Social Media**

The Garden’s Facebook, Twitter, and other social media accounts offer a unique and creative way for us to participate in authentic discussions with the public. By creating and engaging in social media, the Garden hopes to take a creative and proactive approach to assisting its visitors, donors, and members. Websites, blogs, and social media pages that serve as a public voice of the Garden will be created and managed by the Communications Division.

Unless permission has been granted by the Communications Division, employees are not authorized to blog, speak, or tweet on behalf of the Garden or its affiliates (Butterfly House, EarthWays Center, and Shaw Nature Reserve). This also includes, but is not limited to, gaining approval to post anything regarding Garden imagery and information. All proposed images or additions to the Garden’s social media accounts must adhere to applicable laws, including
intellectual property, publicity, and privacy laws. Employees are encouraged and welcome to submit ideas for social media posts to the Communications Division for their consideration. The Garden reserves the right to review posts prior to posting on one of its social networking accounts, and has sole discretion to determine which posts are appropriate for publication on its accounts.

The Garden does not discourage staff from participating in social media during off hours. However, it is important to be mindful of your activity online and realize that actions taken in your personal capacity could potentially harm the Garden. Remember, you may be held legally liable or disciplined for any online posts or blogging that would be considered a violation of company policy, including use of images in violation of copyright laws, posting defamatory, pornographic, confidential, proprietary, harassing, discriminatory, or libelous materials or statements, or promoting a hostile work environment online. The Garden encourages its staff to abide by all applicable Garden policies while engaging in social media online.

All employees are expected to read and adhere to the Social Media Policy. You may obtain a copy of the full policy text by accessing NuView at https://www.mobot.org/mbg/. Once you log on with your NuView user name and password, click on Self Service in the left navigation bar; next click MBG Information and then select MBG Policies and Forms. You may also obtain a copy from your manager or Human Resources. By signing the acknowledgement at the end of this employee handbook, you are agreeing to have read, understood, and to adhere to the policies set forth in the Social Media Policy.

**Prohibited Use**
The Garden may investigate any use of equipment, services, facilities, or the various communications systems. Inappropriate and prohibited use includes without limitation:

- Use of Garden electronic communication systems for any other business or profit-related activities;
- Disclosure of confidential information through e-mail or other electronic communication means to anyone not authorized to receive that information;
- Use of equipment, services, or facilities for the downloading, viewing, transmission, or communication of images or text consisting of threats to the safety of employees or Garden property, ethnic slurs, racial epithets, hate speech, sexually explicit material, obscenities, or anything else that may be construed as harassing or offensive to others based on an individual’s race, color, religion, sex, national origin, citizenship, age, sexual orientation, gender identity and expression, disability, marital status, veteran status, or any other legally protected category;
- Use of Garden electronic communication systems for pornography, violence, gambling, improper jokes, any illegal activity or for any unethical purposes. Employees may not use profanity or vulgarity including when using Garden electronic communication systems;
- Use to solicit for commercial ventures, religious or political causes, outside organizations, or other non-job-related solicitations;
- To send, upload, receive, or download copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization.
**Personal Listening Devices**
Employees are cautioned that the use of personal handheld communication listening devices, including but not limited to radios, CD, MP3, or iPod players may present a safety concern and that the employee might not hear an approaching vehicle, equipment, or verbal communication from another employee, manager, or visitor. When in use, employees should pay close attention to their surroundings and not put themselves or other employees at risk. Any accidents or incidents that result from the use of these devices may result in corrective action.

**Recording Devices**
The Garden prohibits employee use of cameras, camera phones, tape recorders, video recorders or other recording devices in the workplace as a preventative step believed necessary to secure employee privacy and ensure the confidentiality of proprietary Garden business information. Authorization may be granted when a specific business purpose will be served by the possession or use of such a device and when its use will not violate employee privacy. In such a case all parties to the meeting or conversation that is to be recorded must have been informed at its outset that it will be monitored, transcribed, intercepted, or recorded, and they have consented to such actions prior to the conversation, preferably in writing.

Employees are prohibited from photographing, taping, or recording employees through the telephone or in person without their knowledge and consent. Employees are also prohibited from arranging for others, including non-employees, to engage in any recording of conversations, phone calls, or other activities in the workplace.

Employees should regard this policy as an explicit statement that the Garden does not consent to photographing, tape-recording, or video-taping any meetings or discussions without prior authorization as stated above in this policy.
Criminal Background Checks

The Missouri Botanical Garden has determined whether a criminal history background check is required for each position based on the type of position, business necessity, and applicable state laws.

When a criminal history background check is required, the internal or external applicant for the position must authorize in writing this background investigation using the Garden’s consent form. The Garden will inquire only about convictions and probation status, if any, and not about arrests unless required by applicable laws.

The following factors will be considered for those internal or external applicants with a criminal history in determining whether to hire the external applicant or transfer or promote the internal applicant: the nature of the criminal conviction and its relationship to the position; the amount of time passed since the conviction; the number (if more than one) of convictions; and whether hiring, transferring, or promoting the applicant would pose an unreasonable risk to the Garden’s operations.

The applicant will be given an opportunity to review any criminal background check findings and submit an explanation. If an external applicant attempts to withhold or falsify information pertaining to previous convictions, he or she will be disqualified from further employment consideration in any position with the Garden. If an employee seeking a transfer or promotion to a position requiring a criminal history background check withholds or falsifies any information regarding conviction history, or if conviction findings relative to the employee’s current position present a job-related conflict, the employee may be immediately terminated.

A conditional offer of employment may be extended to an applicant prior to the completion of the criminal conviction check. However, the applicant’s first day of work in the position must not be prior to the satisfactory completion of the criminal conviction check.

No Solicitation

To assure a productive work environment, the Garden forbids oral solicitations and distributions of information/materials on our premises. Examples of such solicitations include, but are not limited to buying, selling or offering products, services, tickets, or memberships in an organization, or advertising programs from other organizations, and the seeking of contributions to organizations from one employee to another.

Employees and non-employees are not to solicit or be solicited during their working time for any purpose. Additionally, Missouri Botanical Garden assets such as bulletin boards, e-mail, telephones, computers, the Garden intranet and handheld communication devices, copiers, stationery, and meeting rooms are not to be used for solicitation purposes.

Garden employees and non-employees should not engage in commercial, faith-based, charitable, political, or civic solicitations and/or distributions while on Missouri Botanical Garden premises. Political or other campaign buttons, clothing, etc. may not be worn or displayed by employees or non-employees while they are working. In addition, non-employees are not allowed on Garden premises at any time for solicitation or distribution purposes.
Non-Garden personnel and/or organizations have no right to enter Missouri Botanical Garden premises at any time to solicit and/or distribute information/materials. Distribution of non-Missouri Botanical Garden literature of any kind, by any means in work areas is prohibited at all times.

**Prohibited Political Activity**

While the Garden encourages employees to participate in the political process, participation must be conducted on the employee’s own time. Vacation leave may be requested to conduct such activities. The following are prohibited from being performed while on duty: soliciting contributions or votes; demonstrating, wearing, or displaying campaign paraphernalia; counting or recounting votes; circulating petitions; conducting or participating in opinion polls; fundraising; and all other activities not considered part of the employee’s normal job duties.

**Employment of Relatives**

The employment of relatives or those who share the same household is permitted, provided there is no reporting relationship, and it does not create a real or potential conflict of interest. For this policy, “relatives” are defined as spouses, children, parents, sisters, brothers, aunts, uncles, nieces, nephews, cousins, in-laws, step relatives, or those whose relationship with the employee is similar to that of persons who are related by blood or marriage.

Employees who marry or become related by marriage (or who engage in a relationship similar to marriage) may continue employment with the Missouri Botanical Garden, as long as they do not work in a direct or indirect supervisory relationship with one another and provided it does not create a real or potential conflict of interest. If employees who marry or become related by marriage work in a direct or indirect supervisory relationship with one another, the Missouri Botanical Garden will attempt to reassign one of the employees to another position for which he or she is qualified, if such a position is available. If no such position is available, then one of the employees will be required to leave the Missouri Botanical Garden. The decision as to which employee will leave is left to the employees; however, both employees will be placed on administrative leave until such a decision is made in the event that it is determined that one of the employees must leave his or her employment with the Garden.

**Consensual Dating Relationships**

The Garden strongly believes that an environment where employees maintain clear boundaries between employee personal and business interactions is most effective for conducting operations. Although this policy does not prevent the development of friendships or romantic relationships between co-workers, it does establish very clear boundaries as to how relationships will progress during working hours and within the working environment. Individuals in supervisory relationships or other influential roles are subject to more stringent requirements under this policy due to their status as role models, their access to sensitive information, and their ability to influence others.
The Garden will not tolerate any adverse effect or perceived or actual conflicts of interest such relationships may have in the workplace. Clarifications without limitation include the following:

- During working time and in working areas, employees are expected to keep personal exchanges limited so that others are not distracted or offended by such exchanges and so that productivity is maintained. Employees are strictly prohibited from engaging in physical contact that would in any way be deemed inappropriate by a reasonable person while anywhere on Garden premises, whether during working hours or not.
- During non-working time, such as lunches, and before and after work periods, employees are not prohibited from having appropriate personal conversations in non-work areas as long as their conversations and behaviors could in no way be perceived as offensive or uncomfortable.
- Supervisors, managers, executives, or anyone else in sensitive or influential positions must disclose the existence of any relationship with another co-worker that has progressed beyond a platonic friendship. Disclosure must be made to the manager and/or the Human Resources Division. This disclosure will enable the Garden to determine whether any conflict of interest exists because of the relative positions of the individuals involved. Where problems or potential risks are identified, the Garden will work with the parties involved to consider options for resolving the issue. The initial solution will seek to ensure that the parties involved no longer work together on matters where one is able to influence the other or take action for the other. Matters such as hiring, firing, promotions, performance management, compensation decisions, financial transactions, etc. are examples of situations that may require reallocation of duties to avoid any actual or perceived reward or disadvantage.
- Refusal of reasonable alternative positions, if available, will be deemed a voluntary resignation.

Employees should refer to the Garden’s policy prohibiting harassment in the workplace in connection with this policy.

**Garden Visitors**

To assure the safety and security of all Garden employees, volunteers, and its property, only authorized visitors are allowed in employee work areas. Garden employees are expected to display their employee identification badge while working. Restricting unauthorized personnel helps minimize potential liability to the Garden, protects confidential information, prohibits decreased employee productivity due to distractions and disruptions, and maintains the organization’s professional work environment. If unauthorized visitors, including former employees not on Garden authorized business, are in employee work areas, they will be asked to leave by management.

**Children in the Garden**

Employees may occasionally bring their children to visit their worksite, provided that visits are infrequent, brief, planned in a fashion that limits disruption to the workplace, and approved by management in advance. While children are in the workplace, they must be directly supervised by the employee at all times. If the frequency, length, or nature of visits becomes problematic, the employee will be advised of the situation and will be expected to take corrective action.
Because the Garden believes in an environment that is conducive to work, the workplace should not be used in lieu of child care. Thus, employees are not permitted to bring children to work with them when other childcare arrangements are unavailable. Additionally, consideration will not be given to allowing a child with an illness to come to work with the employee.

This policy is not intended to prohibit children or other minors and family members from being in the workplace during Garden-sponsored events.

**Employee Service Animals**

Service animals are not considered pets and are trained to assist people with disabilities in the activities of independent living. A service animal is individually trained to work or perform tasks for the benefit of an individual with a disability, including but not limited to, guiding individuals with impaired vision, alerting individuals to an impending seizure or protecting individuals during one, and alerting individuals who are hearing impaired to intruders, or pulling a wheelchair and fetching dropped items.

Because a person with a disability may use a service animal as an auxiliary aid, in compliance with the Americans with Disabilities Act (ADA) and Missouri Human Rights Act, service animals are welcome in all buildings on Garden property and may attend any class, meeting, or other event, subject to the qualifications described in this policy.

Employees requesting accommodation for a disability that includes a service animal must contact the Human Resources Division. All employee service animals must be registered with Human Resources before being allowed on Garden premises.

**Requirements of service animals and their owners include without limitation:**

- All animals need to be immunized against rabies and/or other diseases common to that type of animal.
- All vaccinations must be current.
- Animals must wear a rabies vaccination tag.
- State law requires that all dogs be licensed.
- Service animals must wear an owner identification tag (which includes the name and phone number of the owner) at all times.
- Animals must be in good health.
- Animals must be on a leash, harness, or other type of restraint at all times, unless the owner/partner is unable to retain an animal on leash due to a disability.
- The owner must be in full control of the animal at all times. The care and supervision of the animal is solely the responsibility of the owner/partner.
- The owner/partner must provide the HR department information as to how the animal accommodates for the individual's disability.
Reasonable behavior is expected from service animals while on Garden property. The owners of disruptive and aggressive service animals may be asked to remove them from Garden facilities. If improper behavior occurs repeatedly, the employee may be subject to disciplinary action and may be told not to bring the service animal into any facility until significant steps to mitigate the behavior have been completed. Furthermore, the Garden reserves the right to refuse access to a service animal that has demonstrated aggressive behaviors.

Cleanliness of the service animal is mandatory. Consideration and the safety of others must also be taken into account when providing maintenance and hygiene of service animals. The owner/partner is expected to clean and dispose of all animal waste.

**Other Animals in the Garden**

At times, it may be necessary for employees (or contractors) to work in areas where animals are part of an event/exhibit or where domestic pets reside in assigned Garden buildings. The Garden recognizes that some employees (or contractors) may not feel comfortable working in these areas when the animals are not confined. In these instances, employees (or contractors) must notify their manager immediately. Each manager is responsible for making the appropriate arrangements to ensure the animals are confined to an area where the employee will not need to interact with them.
Employee Safety

Safety is a top priority of the Missouri Botanical Garden, and as an employee, you have a key role in keeping the Garden safe. The Garden strives to provide work environments that are safe for all employees and to maintain procedures designed to prevent occupational injuries. This is achieved through a strong awareness and personal commitment to the safety and well-being of co-workers, volunteers, and visitors.

Most injuries occurring in the workplace can be prevented by common sense safety practices. Managers are responsible for maintaining a safe environment by:

- Routinely inspecting premises to identify and correct unsafe conditions and work practices, and reviewing accompanying emergency procedures.
- Training employees and volunteers appropriately when using possible hazardous chemicals in the workplace.
- Following federal and state OSHA standards regarding workplace safety.

Employees must immediately report any unsafe conditions to their manager. Those who violate safety standards, cause hazardous or dangerous situations, fail to report or, where appropriate, remedy such situations, may be subject to corrective action, up to and including termination of employment.

Reporting a Work-Related Injury, Illness, or Accident

All injuries, regardless of how minor the injury may be, must be reported to your manager immediately, and if necessary, should be attended to by a physician as soon as possible. In the event of a vehicular accident involving a vehicle owned by the Garden or while on the Garden’s business, employees should report all information immediately to management. Your manager will assist you in completing an accident investigation report.

- In the event of a serious medical illness or injury, the immediate welfare of the employee is paramount. CALL 911, IF LIFE-THREATENING (e.g., anything beyond basic first aid); and call Security immediately afterward (314) 577-0212.
- For non-life threatening incidents, employees who work on the main Garden campus should call Security for assistance (x212). Employees who work offsite at other Garden locations should immediately contact their manager. If medical attention is needed for a non-life threatening incident, the employee’s immediate manager or, in their absence, the responding Security Officer will contact the appropriate workers’ compensation medical provider to coordinate medical care.
- Generally, for less serious illness or injury, employees are required to arrange their own transportation. In the case when no other alternative is available, a member of management should arrange for transportation to the medical facility.
- The employee’s manager must complete an Accident/Injury Report and immediately fax it to the Human Resources Division or by the next business day following a night or weekend injury.
The Missouri Botanical Garden carries workers’ compensation insurance, which covers all employees. The employee’s manager should contact Human Resources immediately, even if medical treatment was not required and no time was lost from work.

**Recycling**

The Missouri Botanical Garden undertakes many efforts to promote public understanding and participation in responsible environmental practices—locally, nationally, and internationally. The Garden provides collection of multi-materials through plastic containers readily available throughout the workplace. Multi-materials include cardboard, office papers, magazines, plastics and aluminum cans, etc. All employees and volunteers are encouraged to embrace the Garden’s philosophy to join in recycling efforts and support our mission to “preserve and enrich life.”

**Personnel Files**

Human Resources maintains personnel files. Each personnel file contains information required by law as well as other information including work and salary history, and performance evaluations. The information in your personnel file is considered confidential, not subject to reproduction or sharing with anyone but authorized individuals who may have a business need-to-know. You may review the information in your personnel file by scheduling an appointment with Human Resources; however, you may not photocopy your file. Instead, you may take notes as you review your file.

Employees are expected to promptly report changes in personal and/or employment data to Human Resources so that your personnel records are always accurate and up to date. Examples of such changes may include, but are not limited to: name, address, phone number, marital status, number of dependents, beneficiary designations for any of the Garden’s insurance, disability, and retirement plans, or emergency contact information. Failure to report personal status changes within 30 days of the event may affect your insurance and other benefit coverages.
Leaving the Garden

Separation of employment can occur for several different reasons. Employment may end as a result of resignation, retirement, end of project or temporary assignment, reduction in workforce, or involuntary termination.

Employees leaving the Garden must return all Garden-issued property including, but not limited to: badges/ID cards, credit cards, telephone calling cards, laptops, cell phones, uniforms, keys, documents/records, etc. Employees must return all property and/or confidential information prior to their last day worked. Additionally, employees may not use any property or disclose any confidential information that they had access to or obtained as a result of being employed by the Garden following the termination of their employment. Where permitted by law, the Garden may withhold from the employee’s regularly scheduled paycheck and/or final paycheck the reasonable replacement cost of any items that are not returned before the last day worked. The Missouri Botanical Garden may also take all action deemed appropriate to recover and protect its property and/or confidential information.

When appropriate, Human Resources will attempt to schedule and conduct an exit interview with the separating employee prior to the last day of employment. An exit interview assists the Garden in obtaining information that may be useful in improving employee relations as well as provides additional information to the employee regarding continuation of insurance coverage (COBRA), 403(b), payout of accrued vacation benefits, etc.

In order to promote uniform and consistent procedures for employee separations, the Garden has established guidelines for both employees and managers to follow.

Separation of Employment

Resignation
The Garden recognizes that at times, employees may choose to voluntarily resign to pursue other opportunities or for personal reasons. If resigning, the employee should notify his/her manager with as much advance notice as possible and with a minimum of two weeks notice in writing prior to the intended termination date. Employees who fail to provide adequate advance notice or fail to actually work the notice period may be ineligible for rehire. However, there may be instances where a manager asks an employee to leave work immediately in lieu of working throughout the notice period.

Job Abandonment
Employees who fail to report to work or contact their manager (no call/no show) for three consecutive workdays shall be considered to have abandoned their job. The employee’s manager will notify Human Resources at the end of the third workday and initiate the paperwork to terminate the employee retroactively effective the first day of no call/no show. Any such termination is considered voluntary resignation by the employee. Employees who are separated due to job abandonment are ineligible for rehire.
When an employee fails to return from an approved leave of absence or contact their manager for a period of three consecutive workdays without notification, the Garden reserves the right to process the employee’s termination due to job abandonment, effective on the date the employee was first scheduled to return from the leave of absence. Any such termination is considered voluntary resignation by the employee.

**Involuntary Termination**
Employees of the Missouri Botanical Garden are employed on an at-will basis, and the Garden retains the right to terminate an employee at any time for any or no reason and without prior notice. An employee who is terminated for violating policy/procedure or for unacceptable conduct or behavior, or who resigns in lieu of termination from employment due to such, will be ineligible for rehire. An employee who is terminated for job performance that is not at or better than expectations/standards may be ineligible for rehire at the sole discretion of the Garden.

**Retirement**
Employees who wish to retire are required to notify their manager and the Human Resources Division in writing at least one month prior to the planned retirement date. A Human Resources Representative will meet with the employee to discuss whether he/she meets the retirement criteria and explain all processing procedures.

**Temporary or Seasonal Assignment Release**
Employment is terminated at the end of a temporary or seasonal assignment. Employees whose overall performance is deemed satisfactory will be classified as eligible for rehire and may also be considered for future employment.

**Rehire Eligibility**
Former employees who left the Missouri Botanical Garden in good standing and were classified as eligible for rehire may be considered for future employment. An online application must be submitted to the Human Resources Division, and the applicant must meet all minimum qualifications and requirements of the position, including any qualifying pre-employment assessments, background checks, etc. to be considered.

Managers must obtain approval from Human Resources prior to rehiring a former employee. Benefits eligibility for rehired employees will follow the same schedule that is in effect for all newly hired employees. Previous service will not be considered in calculating length of service, leave accruals, or any other benefits, as there is no bridge-of-service benefit.

**Final Pay and Benefits**
All terminated employees will be paid in accordance with state and federal laws.

Upon termination of employment, employees will be paid for accrued but unused vacation. When leaving the organization voluntarily, vacation days may not be used to satisfy a resignation notice period. Accrued vacation leave will generally be paid in the last paycheck or within the next normally scheduled pay period.
All insurance coverage (e.g. health, dental, vision, etc.) will end on the last day of the month of termination, unless otherwise noted in a written agreement or plan document. Human Resources will provide information for Consolidated Omnibus Budget Reconciliation (COBRA) continued health coverage.

**Work Force Reductions**

Although the Missouri Botanical Garden endeavors to schedule work assignments and manage its objectives to avoid staff reductions, there may be times when the Garden restructures its business operations to take advantage of new opportunities, meet competitive challenges, react to economic shifts, introduce advanced technology, or improve efficiency. The Garden reserves the right to take appropriate actions including, but not limited to, the following:

- Reductions in work hours, work weeks, or rates of pay
- Significantly change the skill requirements and responsibilities of some positions
- Mandatory use of accrued vacation and/or personal leave time off
- Mandatory unpaid leave
- Office or department closures for unspecified periods of time
- Reorganizations or involuntary staff reductions

Selection of employees affected by any such actions will be made on a nondiscriminatory basis, without regard to any employee's race, color, religion, sex, sexual orientation, national origin, age, disability, marital or veteran status, or based on any employee's status in any group or class protected by applicable federal, state, or local law. In addition, only job-related and/or business-related factors will be utilized in making such decisions, which might include without limitation specific skills determined necessary by the Garden; performance evaluations, including those already on file or special assessments conducted at the time any such action occurs; status of current assignments/projects; length of service; and the business needs of the Garden.

If your position is eliminated, you may be considered or apply for other internal job opportunities provided that you are not on corrective disciplinary action, there are no other documented concerns related to performance or conduct, and your overall job performance is minimally rated as satisfactorily meeting expectations.

If your position is eliminated and you are not placed in another position, you may be eligible for severance benefits. To be eligible for severance pay, you must sign a written agreement that releases the Garden from all liability. If eligible, your manager and Human Resources will notify you of your plan benefit.

An employee whose position is eliminated will not be considered eligible for severance pay if he or she is offered a position at substantially the same rate of pay, skill set, and experience following the elimination of his/her position and chooses to decline it, which will be deemed a voluntary resignation.
**Death of an Employee**
If an active employee dies, his/her family or designated beneficiary will receive any outstanding pay owed the employee for time worked and payment for accrued, unused vacation time. If applicable, life insurance payments will be paid in accordance with policy guidelines and beneficiary allotments. For more information, contact the Human Resources Division.

**Letters of Reference/Referrals**
Prospective employers, financial institutions, and residential property managers routinely contact employers requesting information on a former or current employee’s work history and salary. All requests of this nature should be forwarded to and completed by the Human Resources Division. Human Resources will provide information for employment verification purposes which will include dates of employment, positions held, classification (full or part-time; regular or temporary), eligibility for rehire status, and if properly authorized consent is received, base-pay information.

Providing professional letters of reference or employment verifications on behalf of the Missouri Botanical Garden is not permitted. No employee or manager is authorized to comment or provide written evaluation on any current or former employee.