



# Employee Handbook

*Revised June, 2017*



**OMAHA THEATER COMPANY**  
**PERSONNEL POLICIES AND PROCEDURES**

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# OMAHA theater COMPANY

## **PERSONNEL POLICIES AND PROCEDURES** INTRODUCTION

Welcome to the Omaha Theater Company ("the Theater"). We hope your employment with us will be mutually rewarding, and we look forward to an enjoyable and productive working relationship with you.

As an associate of the Theater, you should become familiar with all of the Personnel Policies set forth below. Following your review, sign and return the Acknowledgement sheet provided.

Employment at the Theater is "at will." This means employment may be terminated at any time, with or without notice, for any reason, with or without cause. Likewise, the employee may terminate employment at any time, with or without notice, for any reason, with or without cause. "At will" employment is a two-way street. Nothing in the employee handbook or any other Theater document should be understood as creating guaranteed or continued employment, termination "for cause," or of any other guaranteed or continued benefits.

**ALL ASSOCIATES OF THE THEATER ARE EMPLOYED "AT-WILL" AND ARE NOT UNDER A WRITTEN EMPLOYMENT CONTRACT.** These Personnel Policies are not a contract of employment and do not provide associates with contract rights. The Theater Board and management reserve the right to exercise discretion when interpreting and applying these policies and to modify these policies at any time. All descriptions of benefits in these policies are convenient summaries only, and an associate's eligibility and rights will be governed by the benefit plans themselves.

The Theater is an equal opportunity employer and will not discriminate in hiring, firing, promotion, pay, or any other term or condition of employment on the basis of race, color, religion, age, gender identity, sexual orientation, marital status, national origin, or on the basis of any disability if the associate can perform the essential functions of the job, with reasonable accommodation if necessary. The Theater's anti-discrimination policy similarly applies to all applicants, contractors, vendors, and volunteers. If you become aware of any discriminatory conduct or have any concern about a possible violation of this policy, immediately report this information/concern to the Managing Director. For questions regarding any of the policies, please contact the Managing Director.

### **ASSOCIATE STATUS DEFINITIONS**

"Full-time" staff is any person working 35 hours/wk or more on a regular basis.

"Part-time" staff is any person working 34 hours or less per week.

## **ASSOCIATE OBJECTIVES**

- A. The Staff of the Theater is entrusted with the task of meeting the administrative and artistic goals. These include:
1. To assist in and to encourage the training and education of young people and adults in all areas of the performing arts.
  2. To assist in and encourage the presentation of proper and educational performing arts productions for young people and families.
  3. To participate in activities which encourage young people and their families to attend the Theater's programs.
  4. To participate in activities which increase the income of the Theater, and to remain within the spending guidelines set by the Board of Trustees.
  5. To participate in activities and other programs of public interest which relate to the performing arts and which are consistent with the foregoing objectives and purposes.
- B. It is assumed all associates are willing and eager to work toward these objectives.

## **ASSOCIATE RULES**

- A. Rules regarding associate behavior are essential to the efficient operation of any business. The purpose of these rules is not to restrict rights, but rather to:
- help make the Theater efficient;
  - help make employment satisfactory to you, fellow associates and to the Theater;
  - maintain a safe and enjoyable place to work; and
  - promote goodwill and understanding throughout the Theater and the community. Additionally, because primarily children are served, whose parents entrust the Theater to be caring and protective of their children, the Theater strives for a higher standard of conduct.
- B. Rules cannot be listed to cover every situation. Therefore, violations of the Theater's rules or policies are not restricted to the following list. Moreover, although the intention is to use these rules as basic procedures, the Theater is not obligated, in every situation, to apply the same discipline. This policy is not intended in any way to bind the Theater in dealing with behavior that it deems improper or unacceptable. There may be instances where certain behavior would require an immediate discharge rather than a warning. Penalties will be given according to the severity and repetitiveness of the violation. The Theater will consider an associate's work record, the severity of the

violation, the actual rule violated, and the frequency and number of previous violations.

C. The following are general rules, which illustrate prohibited behavior:

- Unauthorized possession or distribution of drugs or alcohol.
- Reporting to work under the influence of drugs or alcohol.
- Violation of the Theater's Drug-free workplace policy.
- Physical or verbal abuse of coworkers or other person.
- Possession of weapons during working time or on Theater premises.
- Improperly caring for the safety/welfare of a child in Theater programs.
- Inappropriate fraternization with children or students from classes or productions.
- Fighting or attempting bodily injury or using profane, abusive or threatening language.
- Insubordination, failure or refusal to carry out any reasonable assignment, including but not limited to, refusal to perform a requested or required job task.
- Theft, misuse, abuse, or destruction of Theater property or property of other associates or patrons.
- Deliberate loafing of any kind, disturbing other employees during working hours, or sleeping on the job.
- Dishonesty of any kind, or falsification of any Theater record, including but not limited to a time sheet.
- The working of unauthorized overtime.
- Misrepresentation on a job application or other Theater documents.
- Repeated absence or tardiness, or failure to call in prior to an absence or tardiness.
- Smoking on Theater premises, which includes all Rose locations, sidewalks and vehicles.
- Failure to report an accident or injury.
- Violation of any safety rules.
- Discussing the Theater's confidential internal matters with students, parents, teachers, vendors.

- Presenting a false claim for associate benefits.
  - Harassment of an individual because of race, creed, color, national origin, gender, sexual orientation, gender identity, age, marital status, or disability, or any other basis whether or not protected by law.
  - Unauthorized posting or removal of posted material.
  - Gambling, horseplay, practical jokes, and pranks.
  - Abuse or violation of any Theater safety policy or safety requirement imposed by law.
  - Breach of confidentiality, as outlined in this Handbook.
  - Lending keys or the security code to unauthorized persons or allowing duplicate keys to be made.
  - Failure to comply with any other Theater policy, rule or procedure.
- D. The Theater may, using its discretion, follow progressive discipline to correct problems. If the Theater considers it appropriate under the circumstances, it may apply some variation of the following disciplinary steps:
- Oral warning
  - Written warning
  - Suspension with or without pay
  - Discharge
- E. Progressive discipline is favored because it helps to correct problems and retain good associates. All violations, not just repeat violations, are considered. All associates are on notice, however, that some actions may be deemed by the Theater to be so severe as to justify immediate discharge.

### **ASSOCIATE FRATERNIZATION**

Associates who choose to date each other will be required to sign the Acknowledgement and Waiver Regarding Employee dating. The form is available in the Accounting Office. Theater staff is not allowed to date or fraternize with students outside the Theater without other adults present.

## **ORGANIZATIONAL STRUCTURE**

- A. The Managing Director and the Artistic Director are selected to be the senior staff members by and are directly responsible to the Board of Trustees.
- B. When a vacancy exists in any position, the Managing Director or Artistic Director may arrange to fill that position with the help of the Executive Board if needed.
- C. In the absence of the Managing Director and Artistic Director, the Finance Director will have the authority to act on their behalf.
- D. An associate whose work assignments include both administrative and artistic activities will be responsible to the appropriate director when working in that area. Additional supervisors will be assigned to be responsible for specific areas of activities. Associates who are assigned to work in these areas will be responsible to the appropriate supervisor.

## **WORK ASSIGNMENTS & SCHEDULING**

- A. Because of the nature of the Theater's work, the traditional eight-hour shift is often an inappropriate way to structure an associate's working time. To allow for this, an associate's working time will be divided into two categories, "scheduled" and "flexible."
- B. **SCHEDULED TIME.** Certain activities require the associate be present at a particular time and place. Such activities (i.e. performances, rehearsals, box office, staff meetings, classes, etc.) will be assigned by the appropriate supervisor including a beginning and ending time. It is expected that associates will be on time to such assignments and notice must be made to the appropriate supervisor in the case of an unavoidable absence or vacation.
- C. **FLEXIBLE TIME.** Other activities require only that they be completed by a particular deadline. Such activities will be assigned by the appropriate supervisor with an understanding of approximately how many hours it should take to complete the task and when the assignment is due. The associate is then free to determine when and where the task is to be worked on. Non-exempt associates must accurately track the time working on the assignment. If the assignment takes more or less time than was allocated, the associate is expected to report this to the appropriate supervisor for the allocation of additional time or help or reassignment. The associate should schedule completion of the task in a manner that does not require overtime.
- D. An associate's work schedule may be completely scheduled or flexible, or a combination.

- E. Associates who are eligible for overtime will receive financial compensation according to federal regulations if they work over 40 hours per week. See the Managing Director with questions concerning eligibility. Associates may not work overtime hours without the prior permission of the Managing Director.

## **WORKING HOURS AND PAYROLL**

- A. **Workweek and Payroll.** The workweek is defined as the 7-day period commencing at 12:00 a.m. Monday and ending at 11:59 p.m. the following Sunday each week. If the regular payday occurs on a holiday, associates will be paid the last working day immediately before the regular payday. Paychecks are distributed by direct deposit. All paychecks will reflect deductions required by law (state and federal tax, social security, garnishments, child support, etc.) or authorized by the associate (health insurance premiums, parking fees, etc.). Paydays are on the 15<sup>th</sup> and last day of every month. Paydays will occur prior to the last day of the month if that day falls on a weekend or a holiday.
- B. **Time Records.** All associates must accurately record their work time on timesheets provided by their supervisor and submit the timesheet to their supervisor for review and approval. Nonexempt employees are required to submit accurate, weekly time sheets to the appropriate department head. Overtime for nonexempt employees must have prior approval from the Managing Director. Exempt employees are required to submit accurate monthly time sheets.

Falsification of time records is strictly forbidden and will result in discipline, up to and including dismissal.

## **ASSOCIATE GRIEVANCES**

The Theater wishes to provide a comfortable, productive, legal and ethical work environment. To this end, the Theater wants any grievances about the workplace brought to the attention of the supervisor and, if necessary to the Managing and/or Artistic Director. In light of these concerns, the following grievance procedure has been instituted:

- A. If an associate feels there is inappropriate conduct or activity on the part of the Theater, management, its associates, vendors, customers, or any other persons or entities related to the Theater, the associate is requested to bring this concern to the attention of their direct supervisor. Please approach the supervisor at a time and place to allow the supervisor to properly listen to the concerns. If the associate has discussed this matter with the supervisor previously and does not believe they have received a sufficient response, the associate is requested to present their concerns to their supervisor in writing within three (3) working days of the initial discussion with the supervisor. Please indicate the problem, those persons involved in the problem, and any suggested solution to the problem.

- B. If the associate does not receive a sufficient response to the written complaint within three (3) working days from providing it to the supervisor, the associate should contact the next level of supervision, and so on. If the complaint is with the Artistic Director, the complaint may be submitted to the Managing Director. If the complaint is with the Managing Director, the complaint may be submitted to the Artistic Director. If the associate considers the matter an emergency, legal, ethical or safety issue, the associate should use their best judgment to expedite the complaint process. The Managing Director and/or the Artistic Director may have a conference with the associate and the supervisor or with both individually. If the matter is not resolved after that conference, and the associate believes it still merits attention, it is requested that the associate place their concerns in writing and bring the matter forward to the Chairman of the Personnel Committee. The Chairman of the Personnel Committee will contact the associate regarding the complaint within three (3) working days of receipt.
- C. It is the purpose of this grievance procedure to help maintain a positive work environment with responsibility towards all staff. The grievance procedure is also intended to avoid unnecessary employee claims and Theater legal exposure. The Theater cannot promise that an associate's specific grievance or complaint will result in the action requested or that there will be satisfaction with the outcome of the grievance procedure.
- D. Associates are encouraged to resolve conflicts at the lowest possible supervisory level before requesting assistance.
- E. No associate will be subject to any adverse action or retaliation for requesting or assisting with a grievance in good faith.

### **NONDISCRIMINATION POLICY**

The Omaha Theater Company is committed to providing equal opportunity in all employment practices, including the selection, hiring, promotion, transfer and compensation of all qualified applicants and employees without regard to race, religion, color, gender identity, sexual orientation, national origin, ancestry, citizenship status, marital status, pregnancy, age, medical condition, disability or any other protected status in accordance with the requirements of all federal, state and local laws.

### **POLICY PROHIBITING HARASSMENT**

Civility and respect for each individual's privacy and dignity are required of all employees of Theater. Any conduct inconsistent with these principles is not acceptable and will not be tolerated. More specifically, any form of harassment on the job or related to the job--including sexual harassment and also including racial, ethnic, sexual orientation, gender identify, disability or other harassment--is absolutely prohibited and may result in severe corrective action, possibly including discharge from employment.

Harassment is broadly defined to include any conduct which is personally demeaning or offensive, and tends to equate a person's worth to their gender, race, religion, age, sexual orientation, disability status, or other personal traits, rather than their ability to perform their jobs and contribute to the success of the Theater. Without limiting the breadth of this definition, harassment specifically includes:

1. Sexual harassment in any form. Sexual harassment is defined by federal regulations as follows:

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

Prohibited acts of sexual harassment can take a variety of forms ranging from sexually-oriented comments, to subtle pressure for sexual activity, to physical assault. Examples of some of the kinds of conduct included in the definition of sexual harassment are:

- a. Sexual relations, sexual contact, or threats or intimation of sexual relations or sexual contact which are not welcome and freely and mutually agreeable to both parties;
- b. Continual or repeated remarks with sexual implications, placing sexually suggestive objects or pictures in the work area, or propositions of a sexual nature; or
- c. Threats or insinuations that the person's employment, wages, promotional opportunities, job assignments, or other conditions of employment may be adversely affected by not submitting to sexual advances, or promises or insinuations that any conditions of employment may be favorably affected by submitting to sexual advances.

What is or is not offensive must be viewed from the perspective of the victim, and the fact that no objection is voiced or the other person seems to be "going along" does not mean the conduct is acceptable.

2. Harassment on the basis of any other improper factor, such as race, color, religion, age, creed, national origin, sexual orientation, gender identity, ancestry, or disability. As with sexual harassment, any conduct which could be offensive and create an intimidating, hostile, or offensive working environment on the basis of one of these factors, is improper and is strictly prohibited. This could include, for example, racial jokes or

slurs, religious jokes or slurs, or the assignment of work known to be beyond an individual's disability limitations with the intent to harass or annoy.

An associate who feels that he or she has been harassed by any supervisor, coworker, vendor, or other person in the workplace, or who has witnessed harassment of another, should report the situation immediately. Whenever possible, the person doing the harassing should be told, politely but firmly, that such conduct is not acceptable. In any case, the Theater will not be able to do anything about harassment until this situation has been brought to its attention. Therefore, the complaint of harassment must be brought to the Managing Director immediately. The concern may also be brought to the Chairman of the Personnel Committee.

The worst alternative usually is to do nothing and allow the situation to continue. All associates must take appropriate action as soon as possible if they feel they are being harassed or witness harassment of others. All management personnel who become aware of harassment or receive a complaint of harassment must promptly notify the Managing Director.

All complaints of harassment will be promptly and thoroughly investigated; if the complaint is found to be justified, corrective action appropriate to the circumstances will be taken. All complaints and all information given during an investigation will be treated as confidentially as possible, subject to the need to conduct a full and fair investigation, and to inform those individuals who will be involved in any corrective action.

Under no circumstances will any person who in good faith, makes a complaint of harassment, or assists in an investigation be subjected to any form of retribution or retaliation. Any person who makes or participates in such retribution or retaliation, directly or indirectly, will be subject to severe corrective action.

### **WORKPLACE VIOLENCE PREVENTION**

The Theater is committed to preventing workplace violence and providing a safe place to work. This policy explains the guidelines for dealing with intimidation, harassment, violent acts, or threats of violence that might occur during business hours or on our premises at any time.

Associates are expected to treat co-workers, including supervisors and temporary employees, with courtesy and respect at all times. Fights, playing tricks on others, or behaving in any way that might be dangerous to other people is not permitted. The Theater does not allow behavior at any time that threatens, intimidates, bullies, or coerces another employee, a customer, or a member of the public. This includes off-duty periods. Threats of violence or an act of violence by anyone should be immediately reported to your supervisor, The Managing Director or Artistic Director. This report needs to provide as much detail as possible.

Employees are asked to immediately report any suspicious person or activities to a supervisor. Do not place yourself in danger. If you see or hear trouble or a disturbance near your work area, do not try to see what is happening or try to stop it.

All reports of violent acts or threats of violence will be promptly and completely investigated. Suspicious people and activities will also be promptly and completely investigated. The identity of a person who makes a report will be protected when practical. During the investigation, the Theater may suspend an employee, either with or without pay, if it is necessary for safety reasons or to do the investigation.

Anyone committing a violent act, threatening violence, or violating these guidelines in another way, will be subject to disciplinary action, up to and including termination of employment.

Disputes with another employee, should be discussed with your supervisor, the Managing Director or the Artistic Director. The Theater wants to work out problems before they become more serious and possibly violent. Employees will not be disciplined for bringing these types of problems to the attention of management.

### **NO WEAPONS POLICY**

The Theater is committed to providing a safe workplace for its employees. Firearms, weapons, and other dangerous or hazardous devices and substances are not permitted on the Theater premises. This includes handguns that are legally carried under state law. For purpose of this policy, "Theater premises" includes any and all Theater owned or controlled premises, including but not limited to: the physical building, the parking lot or any land surrounding the physical building as well as Theater vehicles. Questions regarding this policy should be directed to the Managing Director. An employee who violates this policy is subject to disciplinary action, up to and including termination of employment. Further, the theater will contact the appropriate law enforcement agency if an employee has violated or is violating this policy.

### **NEPOTISM**

Relatives shall not be employed in the supervisory-subordinate relationship even if it results from marriage after the employment relationship was formed. The supervisor-subordinate relationship shall be interpreted to include all levels of supervisors, from the lowest to the highest, not just the immediate supervisor. For the purpose of this policy, a relative includes the following relations: the employee's spouse and the employee or the spouse's natural and adopted children, parents, grandparents, great-grandparents, brothers, sisters, half brothers and sisters, grandchildren, great-grandchildren, aunts, uncles, nieces, nephews, first cousins, second cousins, and persons married to them.

## **VOLUNTEER AND PUBLIC RELATIONS**

- A. The Theater's reputation in the community is critical. Therefore, associates should at ALL times treat volunteers, audience members, and other public visitors with respect and courtesy. At NO time should an associate be less than respectful and courteous with a volunteer or member of the public.
- B. Unresolved disputes with volunteers or audience members should be brought to the attention of the Box Office Manager or Member Services Coordinator; with students to the Education Director or the Broadway Director.
- C. Occasions will arise when associates will have the opportunity to contribute further to the success of the Theater by volunteering services over and above their contributions as paid staff members. Volunteering can be fun and rewarding in a variety of ways. To be sure that all associates, particularly hourly, non-exempt associates, understand that such additional services are purely voluntary, and to keep clear the distinction between paid employment and unpaid volunteering, the following rules will apply:
  - 1. Volunteer services by associates will be completely optional at all times and cannot be done to provide the same type of service as their regular job. Associates must make their own decisions on the use of non-working time, based upon their personal interests, family considerations, and so forth.
  - 2. No one in management will pressure an associate to volunteer, and an associate's record of volunteer service, or lack thereof, will not be used in any performance appraisal, salary review, promotion decision, or other employment action.
  - 3. These rules shall not be interpreted to alter any associate's job duties or expected hours of work. Salaried exempt associates are often expected to put in extra hours or cover unusual assignments as part of their job and should not expect extra compensation for, or the unlimited right to refuse, what may seem like "volunteer" work to others.

## **NON-DISCLOSURE**

It is very important to the Theater to protect confidential business information and trade secrets. Confidential information includes, but is not limited to, the following examples:

- \* Customer lists
- \* Customer information
- \* Artistic, Business, Education, Marketing or Pricing plans
- \* Marketing schedule
- \* Information protected from disclosure by the ADA, GINA or other relevant law

In some instances, the Theater keeps customer credit card information on file at the request of the customer. Giving out the credit card information of a customer or using for personal use is strictly forbidden and will be subject to disciplinary action, up to and including termination of employment. Improper use or disclosure of a trade secret or confidential business information, will be subject to disciplinary action, up to and including termination of employment and legal action. This applies even if no benefit is received from releasing the information.

### **CONFLICT OF INTEREST POLICY**

This policy complements the Theater bylaws to prevent the personal interest of staff members, Board members, and volunteers from interfering with the performance of their duties to the Theater or result in personal, financial, professional, or political gain on the part of such persons at the expense of Omaha Theater Company or its supporters, and other stakeholders. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

In connection with any actual, potential, or perceived conflict of interest, the interested parties must fully disclose, by notice in writing, to the full Board of Trustees the existence of the conflict or potential conflict, and all material facts related to the conflict.

For a complete copy of the policy please contact the Managing Director.

### **WHISTLEBLOWER POLICY**

#### **General**

The Theater requires directors, officers and employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. Employees and representatives of the Theater must practice honesty and integrity in fulfilling responsibilities and compliance with all applicable laws and regulations.

#### **Reporting Responsibility**

It is the responsibility of all directors, officers and employees to report ethics violations or suspected violations in accordance with this Whistleblower Policy.

#### **No Retaliation**

No director, officer or employee who in good faith reports an ethics violation shall suffer harassment, retaliation or adverse employment consequences. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment. This Whistleblower Policy is intended to encourage and enable employees and others to raise serious concerns within the Theater prior to seeking resolution outside the Theater.

### **Reporting Violations**

The Theater has an open door policy and suggests that employees share their questions, concerns, suggestions or complaints with someone who can address them properly. In most cases, an employee's supervisor is in the best position to address an area of concern. However, if there is discomfort or dissatisfaction with the supervisor's response, please speak with someone in the Human Resources Department or anyone in management. Supervisors and managers are required to report suspected ethics violations to the Managing Director, who has specific and exclusive responsibility to investigate all reported violations. For suspected fraud, or when dissatisfied or uncomfortable with following the Theater's open door policy, individuals then should contact the Managing Director directly.

### **Compliance Officer**

The Managing Director is responsible for investigating and resolving all reported complaints and allegations concerning violations and, at his/her discretion, shall advise the Finance committee of the Board of Trustees. The Managing Director has direct access to the Finance committee of the Board of Trustees and is required to report to at least annually on compliance activity.

### **Accounting and Auditing Matters**

The Finance committee of the board of directors shall address all reported concerns or complaints regarding corporate accounting practices, internal controls or auditing. The Managing Director shall immediately notify the Finance Committee of any such complaint and work with the committee until the matter is resolved.

### **Acting in Good Faith**

Anyone filing a complaint concerning a violation or suspected violation must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

### **Confidentiality**

Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

### **Handling of Reported Violations**

The Managing Director will notify the sender and acknowledge receipt of the reported violation or suspected violation within five business days. All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.

## **PHYSICAL CONTACT POLICY**

The Theater believes it is of the highest priority to provide children and young people with a safe and non-threatening environment, which does not permit situations that may be misinterpreted, misunderstood, taken out of context, nor misused abusively by an adult upon a child: Therefore, the Theater follows the policy below:

Associates may touch children only when necessary as part of their job duties (i.e.; teaching a dance or stage combat class, fitting a costume, or directing production blocking that requires physical contact). Any such physical contact will be professional, businesslike, and kept to the minimum necessary to complete the task. Associates may also provide positive reinforcement to students with a pat on the back or a gentle hand on the shoulder. Associates must use professional discretion and reasonable judgments at all times and consider the potentiality of a student reacting negatively to physical contact.

Violations of this policy may result in corrective action up to and including termination of employment and necessary legal action.

## **HOLIDAYS**

- A. The Managing Director is responsible for scheduling staffing in a manner that is fair to all associates when the Theater must be covered on holidays. Associates who work on holidays are to be scheduled for another day off within 30 days of the holiday, with approval from their supervisor.
- B. When a holiday falls on a weekend, the Theater will observe another weekday.
- C. All associates are eligible for paid holidays immediately upon employment. To receive holiday pay an associate must report back on their regular schedule after the holiday, unless vacation time has been previously approved.
- D. Holiday pay is computed at the associate's regular base rate.
- E. Paid holidays are:
  - 1. New Year's Day
  - 2. Memorial Day
  - 3. Independence Day
  - 4. Labor Day
  - 5. Thanksgiving Day

6. Christmas Day
  7. A floating holiday
- F. Holidays which occur during a vacation period, will not be charged against the vacation balance.

#### **JURY/ELECTION BOARD/MILITARY SERVICE**

Associates will be granted time off with pay to the extent necessary to serve mandatory jury duty or election board duty. The Associate's compensation will be the same as normal wages for regularly scheduled hours. Associates must provide reasonable notice of their absences when called for jury or election board service, and documentation of pay received for such service. If released from duty during regular working hours, the Associate must return to work. Associates must provide daily documentation of the jury duty schedule to their supervisor. Associates who perform and return from military service in the Armed Forces, the military reserves or the National Guard, will receive compensation, benefits, reinstatement and other rights as required by the laws of the United States and the State of Nebraska.

#### **SALARY AND PERFORMANCE REVIEW**

New associates will be hired on an introductory basis. At the end of the introductory period of three (3) months the associate's job performance will be evaluated and, if satisfactory, regular job status will be offered. With that said, employment is always "at will," meaning either party may terminate the employment relationship for any reason.

After the first year of employment, associates may receive a formal written and oral evaluation at least once during each fiscal year. The associate's immediate supervisor, will conduct the evaluation. When funds for salary increases are available, their allocation may be partially based upon job performance.

#### **NOTIFICATION OF TERMINATION OR RESIGNATION**

##### **RESIGNATION**

- A. Any Associate voluntarily leaving the employ of the Theater is requested to give the Theater two (2) weeks' written notice of his or her intention to leave.
- B. Theater Property: All Associates leaving must return all Theater property in their possession. The value of any Theater property not returned will be deducted from the associate's final paycheck. An authorization form for wage deductions is included in the hiring packet.
- C. Accrued vacation will be paid upon termination. Vacation days are accrued on a monthly basis.

## **INVOLUNTARY TERMINATION**

- A. All involuntary terminations must have prior approval from the Managing Director.

## **BENEFITS CONTINUATION (COBRA)**

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) permits employees and their dependents to continue their health insurance even if they are no longer eligible under the Theater health plan. If the employee chooses to continue insurance under COBRA, the employee will pay the full cost of the insurance at Theater's group rates. These benefits may be extended for up to 18 months.

There are strict rules about the use of COBRA. COBRA lets an eligible employee and dependents choose to continue their health insurance when a "qualifying event" happens. Qualifying events include the employee's resignation, termination or leave of absence, shorter work hours, divorce, legal separation or death. Another qualifying event is when a dependent child stops being eligible for coverage under the Theater health insurance. Please notify the Finance Office whenever a qualifying event occurs so that the Theater can provide written notice describing COBRA rights.

The "Election of COBRA Benefits form" must be completed, signed, returned and include payment for the first month's coverage before the 60<sup>th</sup> day following termination of employment.

## **EXCUSED ABSENCES**

- A. Excused absences are to be granted at the discretion of the Theater, considering the work record of the associate and the work schedule of the Theater. The Managing Director has the authority to request verification from the associate regarding the necessity of the absence. Excused absences may be paid or unpaid, at the sole discretion of the Theater.
- B. Full-time associates may be granted paid excused absences under the following conditions (part-time associates are not eligible for paid excused absences):
1. Death in the family – 3 days
  2. Birth or adoption of child (mother or father) – six weeks

## **VACATIONS**

- A. Full-time associates who have been employed by the Theater for specific periods will be eligible to accrue vacation at the following rate:

<u>Length of Service</u>	<u>Annual Vacation Accrual</u>	<u>Maximum Cap</u>	<u>Monthly Accrual Rate</u>
6 months- 1 year	5 days	5 days	.83 day
1 year-5 years	10 days	15 days	.83 day
5 years-15 years	15 days	20 days	1.25 days
15 years-25 years	20 days	25 days	1.67 days
25 years or more	25 days	30 days	2.08 days

At no time shall the associate accrue more than the maximum days of accumulated vacation leave.

With respect to each of the foregoing vacation levels, on the associate's anniversary date, the associate shall only receive the lesser of the following: such number of vacation days for which they are otherwise eligible; or such number of vacation days to reach the respective cap.

- B. The associate's immediate supervisor must approve any vacation longer than five days at least three weeks in advance. Any vacation of less than five days requires approval five days in advance. Consequently, employees need to provide notice of vacation in a timely manner. In addition, Staff Actors should communicate their planned vacations to the Artistic Director at the beginning of the season so casting adjustments can be made. All vacation requests must be submitted on a vacation request form and given to the immediate supervisor. Department Heads must sign the form for approval, then the Artistic or Managing Director must also sign the form for approval and then the form is submitted to Human Resources.
- C. An unpaid leave of absence may be negotiated with the Theater.

## **LEAVE OF ABSENCE**

Leaves of absence may be permitted at the discretion of the Theater, and subject to any conditions or limitations deemed appropriate. Consideration will be given to the employee's personal needs and reasons for requesting the leave of absence, and the staffing requirements of the theater. The Theater may require a medical certification or other documentation to substantiate the reason or need for the leave. The Theater cannot guarantee the same shift, days or even a position at the end of the absence.

If a LOA is deemed necessary, the request should be submitted as far in advance as possible to your supervisor so arrangements can be made for necessary approval and coverage of work during the absence. Each case is decided on its own merit. During an approved LOA, paid vacation will not be earned and salary increases will not be granted. All accrued vacation must be used concurrent with the leave, and may be used or applied toward health premiums and/or other payroll deductions.

## **FAMILY AND MEDICAL LEAVE OF ABSENCE**

The Family and Medical Leave Act (the "Act"), requires covered employers to provide up to 12 weeks of unpaid, job protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job

Such a leave is referred to in this policy as "FMLA leave."

This policy defines the terms and conditions of FMLA leave. The Act and the regulations of the Department of Labor shall be referred to for any questions not addressed by this policy. The Theater shall determine in each case whether an absence qualifies as a FMLA leave. The Theater has chosen to require the use of paid time off while taking FMLA leave.

### **Eligibility**

Employees are eligible if they have worked for the Theater for at least twelve (12) months in the last seven (7) years; worked at least 1,250 hours for the Theater during the twelve (12) months preceding the commencement of the leave.

### **Duration**

An employee's cumulative total of all leaves of absence under this policy may not exceed twelve (12) weeks in any twelve (12) month period. The 12-month period will be measured on a rolling 12 month period from the date an employee uses any FMLA leave. Spouses who are eligible for FMLA leave and are employed by the Theater are limited to a combined total of 12 weeks of leave during any 12-month period if the leave is taken to care for the employee's parent with a serious health condition, for the birth of the employee's son

or daughter or to care for the child after the birth, or for placement of a son or daughter with the employee for adoption or foster care or to care for the child after placement. FMLA leave for the birth of a child or placement of a child for foster care or adoption, must be completed within one (1) year after the birth or placement.

### **Intermittent/Reduced Schedule**

An employee does not need to use this leave in one block. Leave may be taken on an intermittent or reduced schedule basis only when the leave is because of a serious health condition, and the intermittent leave or reduced schedule is shown to be medically necessary. Medical certification of this need will be required. Where the intermittent leave or reduced schedule is foreseeable, the employee must try to schedule the leave so as not to unduly disrupt Theater operations, and if the employee needs to be absent due to planned medical treatments, the employee may be temporarily transferred to an alternative position with equal pay and benefits for which the employee is qualified and which better accommodates the intermittent or reduced schedule leave.

### **Unable/Decline to Return**

An employee who is unable or declines to fully return to work upon expiration of FMLA leave and has exhausted all other leave will be considered to have resigned, unless the inability to return is due to a disability under the Americans with Disabilities Act and the employee requests and can reasonably be granted some additional accommodation.

### **Notice of Leave**

Employees must provide at least 30 days' advance notice of the need to take FMLA leave, when the need is foreseeable, to the appropriate Theater representative. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and must comply with the Theater's normal call-in procedures required for other absences. If less than thirty (30) days' notice is given, the employee must explain why providing timely notice was not practicable.

Notice must be provided either in writing (for foreseeable leave only), or by calling (for either foreseeable or unforeseeable leave). When requesting leave for the first time for a particular FMLA-qualifying reason, the employee must provide sufficient information for the Theater to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization, or continuing treatment by a health care provider. Calling in "sick" is not enough.

Employees must also inform the appropriate Theater representative if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

The Theater must inform employees requesting leave whether they are eligible under the FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities with regard to FMLA leave. If an employee is not eligible, the Theater must provide a reason for the ineligibility. The Theater will generally notify an employee within five (5) business days whether he/she is eligible for FMLA leave.

### **Medical Certification**

An employee on leave due to a serious health condition of the employee or a family member, must provide a written medical certification on a form adopted by the Theater. This requirement may be waived by the Human Resources Department in cases of pregnancy or other situations where both the medical need and the timing of the leave are obvious. The certification must be provided prior to commencement of the leave when the need for leave is foreseeable; in any case, it must be provided within fifteen (15) days after it is requested. Failure to return the medical certification, absent unusual circumstances, will cause the Theater to deny the FMLA leave. Where the leave is due to the employee's own serious health condition, the employee must provide a copy of his or her current job description to the health care provider before obtaining the certification. A copy of the job description will be provided to the employee by the Theater. The Theater may require a second and third opinion at Theater expense, in accordance with the Act.

The Theater shall notify the employee within five (5) days of receipt of a complete and sufficient medical certification whether the leave is FMLA-qualifying. If the Theater is unable to determine whether the leave is FMLA qualifying because (a) the medical certification is incomplete or insufficient, or (b) the Theater requires a second or third opinion, it will notify the employee. The Theater shall notify the employee in writing if the medical certification is incomplete or insufficient, and state the information needed to cure the deficiency. The employee shall have seven (7) calendar days to cure the deficiencies, or FMLA leave will be denied.

### **Recertification**

Medical recertification must be provided within fifteen (15) days after requested by the Theater during the leave. For intermittent leave for continuing, open ended conditions, recertification may be requested every six (6) months. In addition, recertification may be requested when (1) there is a significant change in condition, (2) an extension of the leave is requested, or (3) the Theater receives information which casts doubt on the continuing validity of the certification.

### **Failure to Provide Notice/Certification**

Failure to provide required notices or certifications may result in a delay in the leave of absence, or loss of the protections provided by the Family and Medical Leave Act.

## **Salary/Wages**

FMLA leave is unpaid, except as follows:

a. If the employee has earned but unused paid time off for which the employee is eligible, that time off must be applied concurrently until it is exhausted.

b. If the absence is due to a job-related injury, the employee may be covered by worker's compensation. If worker's compensation benefits apply, the employee will not be required to apply any earned but unused paid time off, but may elect to do so to the extent that the worker's compensation is less than the employee's regular salary.

Except as provided above, FMLA leave shall be without pay.

## **Benefits**

During any period of FMLA leave, the Theater must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work, provided the employee makes timely payment of the employee's share of the premiums.

Upon return to work, most employees must be restored to their original or equivalent positions with equivalent pay, benefits and other employment terms, unless the employment would have ended even if the employee had not been on leave (for example, if the job has been eliminated due to a staff reduction or reorganization). Use of FMLA leave cannot result in the loss of any employment benefits that accrued prior to the start of an employee's leave.

During any paid portion of the leave the employee's premiums will continue to be deducted from payroll; otherwise, payments must be delivered to the Theater. Failure to make premium payments may cause the employee (and covered dependents) to be uninsured during a portion of the leave. No seniority, paid time off programs, incentives or other benefits will accrue during the FMLA leave.

## **Regular Reporting**

While on FMLA leave, employees must keep the Theater informed of their plans to return to work. As a general rule, the employee must contact the Human Resources Department at least once every two (2) weeks; other reporting schedules may be agreed on between the employee and the Human Resources Department based on the employee's individual circumstances. Reasonable notice (at least two business days, and more if possible) is required prior to returning to work on any date other than the originally scheduled return date.

## **Fitness for Duty**

The Theater may require an employee to provide it with a sufficient fitness-for-duty

certification at the time the employee returns to work or within fifteen (15) days after the employee would have returned to work. The certification must state that the employee may return to work and is able to perform all essential functions of the position. If the fitness-for-duty certification is insufficient or incomplete, the employee shall have seven (7) calendar days to cure the deficiencies. Failure to return a sufficient fitness-for-duty certification in the requisite time period may cause the FMLA leave to be denied, and employment terminated.

For intermittent leave, the Theater may require a fitness for duty certification as often as every 30 days if the health condition involves a contagious disease, or could reasonably affect the employee's, a co-worker's, or a third party's safety.

### **Failure to Return**

If the employee fails to return to work for at least 30 days at the end of the approved leave, the employee will be obligated to repay to the Theater 100% of all health, life, and disability insurance premiums paid by the Theater during the unpaid portion of the leave. The only exception is where the non-return to work is due to a continued serious health condition (medical certification is required) or other circumstances beyond the employee's control.

### **Definitions**

"Foster care" is defined as 24-hour care for children in substitution for, and away from, their parents or guardian, in accordance with a placement made by the State or in agreement with the State.

"Spouse" is defined for purposes of this policy, as a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the State in which the marriage was entered into or, in the case of a marriage entered into outside of any State, if the marriage is valid in the place where entered into and could have been entered into in at least one State. This definition includes an individual in a same-sex or common law marriage that either:

- (1) Was entered into in a State that recognizes such marriages; or
- (2) If entered into outside of any State, is valid in the place where entered into and could have been entered into in at least one State.

"Parent" is defined as a biological parent, or an individual who stood in loco parentis (had day-to-day responsibilities to care for the employee) when the employee was a child. A parent "in- law" is not considered a "parent" for purposes of family and/or medical leave.

"Son" or "daughter" or "child" is defined as a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis (has day-to-day responsibilities to care for and financially support the child). The "son" or "daughter" or "child" must be either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability.

A "serious health condition" is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 full consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment. Absent complications or inpatient care, "serious health condition" generally does not include the cosmetic treatments, minor conditions such as the common cold, earaches, headaches, the flu, and so forth, routine doctor's appointments, or treatment with over-the-counter medicines.

A "health care provider" for purposes of medical certification shall include doctors of medicine or osteopathy, podiatrists, dentists, clinical psychologists, optometrists, chiropractors, state-authorized nurse practitioners, nurse-midwives, clinical social workers, state-authorized physician assistants, and Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts.

A certification that an employee is "needed to care for" a sick family member includes both physical and psychological care. It includes situations where the family member is unable to care for his or her own basic medical, hygienic, or nutritional needs or safety, and where providing psychological comfort will be beneficial to a seriously ill family member.

Intermittent or reduced schedule leave is "medically necessary" when the medical need can be best accommodated through an intermittent or reduced leave schedule. The term "medically necessary" does not include voluntary treatments or procedures.

An "equivalent position" is defined as a position which has the same pay, benefits and working conditions; involves the same or substantially similar duties and responsibilities which entail equivalent skill, effort, responsibility and authority; is available at the same or a geographically proximate worksite where the employee had previously been employed; and is on the same or an equivalent work schedule.

Leave for the birth of a child may include necessary prenatal care, or may begin before the actual date of birth of a child if the expectant mother's condition makes her unable to work. Leave for placement of a child may begin before actual placement if an absence from work is required for the placement to proceed.

### **Interference**

The FMLA makes it unlawful for any employer to:

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

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer for enforcement. FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

## **FAMILY MILITARY LEAVE UNDER THE FMLA/NFMLA**

It is the policy of the Theater to grant family military leave under the Family and Medical Leave Act ("FMLA") or under the Nebraska Family Military Leave Act ("NFMLA"), which entitle an eligible employee to take a leave of absence when (1) certain family members in the National Guard or Reserves are on (or have been called to active duty), or active duty service members who are on duty in a foreign country (or called to active duty) and there is a qualifying exigency, (2) when certain family members in the armed forces, National Guard, or Reserves, suffer a serious injury or illness in the line of duty and the employee wants to care for them, or (3) in Nebraska, when the employee's spouse or child has been called to military service scheduled to last 179 days or longer. Such leave is referred to for purposes of this policy as "Family Military Leave."

This policy defines the terms and conditions of Family Military Leave. The Act and the Department of Labor's regulations shall be referred to for any questions not addressed by this policy. The Theater shall determine in each case whether an absence qualifies as Family Military Leave.

All leave under this policy runs concurrently with any other leave provided for under federal, state or local law. Employees using Family Military Leave must concurrently use available Theater paid time off.

### **Eligibility**

To be eligible for Family Military Leave under this policy, an employee must have been employed by the Theater for at least twelve (12) months in the last seven (7) years, and must have worked at least 1,250 hours for the Theater during the twelve (12) months preceding the commencement of the leave and work at a location where at least 50 employees are employed in a 75 mile radius (except NFMLA).

### **Leave Entitlement**

Family Military Leave under the FMLA provides an unpaid leave of absence for the following reasons:

1. Because of any "qualifying exigency" arising out of the fact that the spouse, son, daughter, or parent of an eligible employee is on active duty (or has been notified of an impending call or order to active duty) in the National Guard or Reserves in support of a "contingency operation" (as defined by federal law) or is an active duty member of the armed forces in a foreign country (or has been notified of an impending call or order to duty in a foreign

2. country); and
2. An eligible employee is the spouse, son, daughter, parent, or next of kin of a "covered service member" who has suffered a "serious injury or illness" and wants to care for the service member.
3. Under the NFMLA, when an eligible employee's spouse or child has been called to military service scheduled to last 179 days or longer.

### **Qualifying Exigency Leave**

Employees who have a spouse, son, daughter, or parent called to active duty with the National Guard or Reserves or is an active duty member of the armed forces in a foreign country (or has been notified of an impending call or order to duty in a foreign country) may be entitled to up to 12 weeks of leave for a "qualifying exigency." An employee with a spouse, son, daughter, or parent in the armed forces may not take qualifying exigency leave.

The 12-month period will be measured on a rolling 12 month period from the date an employee uses any FMLA leave.

Qualifying exigency leave may be taken only for the following non-medical, non-routine activities:

1. **Short-Notice Deployment Activities:** If a military member receives seven (7) or less calendar days' notice prior to the date of deployment, the employee may take up to 7 calendar days of Family Military Leave to address any issue arising from the impending call or order to active duty. The 7 days begins on the date the military member receives the call or order to active duty.
2. **Military Events and Related Activities:** An employee may take Family Military Leave to attend any official ceremony, program, or event sponsored by the military that is related to the active duty or call to active duty status of the military member. The employee may also use qualifying exigency leave to attend family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or Red Cross that are related to the active duty or call to active duty status of the military member.
3. **Childcare and School Activities:** The employee may take Family Military Leave for any of the following activities necessitated by the military member's active duty or call to active duty status, or circumstances arising from it:
  - To make alternative childcare arrangements for a military member's child;
  - To provide childcare for a military member's child on an urgent, immediate need basis but not on a routine, regular, or everyday basis;

- To enroll in or transfer a military member's child in a new school or day care facility; and/or
  - To attend meetings with staff at a school or daycare facility.
4. Financial and Legal Arrangements: The employee may take Family Military Leave to make or update financial or legal arrangements to address the military member's absence while on active duty or call to active duty status. Leave may also be granted for the employee to act as the military member's representative before a federal, state, or local agency for purposes of obtaining, arranging, or appealing military service benefits while the military member is on active duty or call to active duty status, up to a period of 90 days following the termination of the military member's active duty status.
5. Counseling Activities: An employee may take leave to attend non-medical counseling provided that (1) the need for counseling arises from the military member's active duty or call to active duty status; (2) such counseling is provided by someone other than a health care provider; and (3) the counseling is for the employee, the military member, and/or the military member's child. In the event medical counseling is needed, the employee may be able to take regular FMLA leave due to the "serious health condition" of the employee or of a military member who is the employee's spouse, parent, or son or daughter as defined in the FMLA.
6. Rest and Recuperation Activities: If a military member is granted short-term, temporary rest and recuperation leave during the period of deployment, an employee may take Family Military Leave from five days to up to a maximum of 15 days, to match the military member's Rest and Recuperation leave orders.
7. Post-Deployment Activities: An employee may take Family Military Leave to attend arrival ceremonies, reintegration briefings and events, and other official ceremony or programs sponsored by the military for a period of 90 days following termination of the military member's active duty status. The employee may also take leave to address issues that arise from the death of a military member while on active duty status.
8. Additional Activities Approved by the Theater: An employee may only take Family Military Leave for other exigencies if the exigency arises out of the military member's active duty/call to active duty, and the employer agrees that as to the leave's qualification, timing, and duration.

If an employee uses up his or her 12 weeks of FMLA leave for reasons other than Family Military Leave, the employee may be eligible for additional leave under the NFMLA.

## **Military Caregiver Leave**

A spouse, son, daughter, parent, or next of kin of a "covered service member" who has suffered a "serious injury or illness" and wants to care for the service member, is eligible for up to 26 weeks of Family Military Leave in a "single 12-month period." For purposes of military caregiver leave, the single 12-month period applies per service member, and per injury/illness. An eligible employee may *not* take military caregiver leave for an injury or illness that manifests itself *after* the military discharge, however, the employee may be eligible for leave under the traditional FMLA if the service member is a parent, spouse or child, and the ailment qualifies as a "serious health condition."

During the single, 12-month period, caregiver leave is combined with regular FMLA leave and the total cannot exceed 26 weeks. If leave qualifies as both military caregiver leave and FMLA medical leave to care for a family member with a serious health condition, it will be counted as caregiver leave first.

## **Intermittent/Reduced Schedule**

Family Military Leave taken due to a qualifying exigency may be taken intermittently or on a reduced schedule basis. Family Military Leave taken to care for a covered service member with a serious injury or illness may be taken intermittently or on a reduced schedule basis only when medically necessary. Medical certification of this need will be required. Where the intermittent leave or reduced schedule is foreseeable, the employee must try to schedule the leave so as not to unduly disrupt the Theater's operations, may be temporarily transferred to an alternative position with equal pay and benefits for which the employee is qualified and which better accommodates the intermittent or reduced schedule leave

## **Notice of Leave**

An employee requesting a leave of absence must notify the Human Resources Department as far in advance as practicable, or within the same timeframe required for other absences. The employee should make reasonable efforts to schedule leave so as to not disrupt Theater operations. The employee must provide sufficient information as to the reason for the leave to enable the Theater to determine eligibility for Family Military Leave, and must provide information as to the expected duration of the leave. When requesting subsequent leave for the same particular exigency related to the same military member, or the same injury/illness for the covered service member, the employee must specifically reference the qualifying reason or state "FMLA leave."

The Theater will notify an employee within five (5) business days whether he or she is eligible for Family Military Leave. If eligible, the Theater will also notify the eligible employee of their rights and responsibilities with regard to Family Military Leave.

## **Certification**

An employee requesting any form of Family Military Leave must provide written proof of the military member's military status, and call to duty or deployment information, on a form adopted by the Theater to determine whether the leave is FMLA-qualifying. For qualifying exigency leave, the employee must also provide a signed statement and description of facts for each particular exigency. For military caregiver leave, the employee must provide certification of the covered service member's serious injury/illness. These requirements may be waived by the Human Resources Department in cases of emergency or where both the need and the timing of the leave are obvious. These certifications must be provided prior to commencement of the leave when the need for leave is foreseeable; in any case, it must be provided within fifteen (15) days after it is requested. Failure to return the required certification, absent unusual circumstances, will cause the Theater to deny the Family Military Leave.

A certification of active duty will remain in effect for the dates of the military member's active duty status for the contingency operation. A certification of a particular exigency will remain in effect for the duration of that exigency.

The Theater shall notify the employee within five (5) days of receipt of a complete and sufficient certification whether the leave is FMLA-qualifying. If the Theater is unable to determine whether the leave is FMLA qualifying because the certification is incomplete or insufficient, the Theater shall notify the employee in writing, and state the information needed to cure the deficiency. The employee shall have seven (7) calendar days to cure the deficiencies, or Family Military Leave may be denied.

### **Failure to Provide Notice/Certification**

Failure to provide required notices or certifications may result in a delay in the leave of absence, or loss of the protections provided by the Family and Medical Leave Act or NFMLA.

### **Regular Reporting**

While on Family Military Leave, employees must keep the Human Resources department informed of their plans to return to work. As a general rule, the employee must contact the Human Resources Department at least once every two (2) weeks; other reporting schedules may be agreed upon between the employee and the Human Resources Department based on the employee's individual circumstances. Reasonable notice (at least two business days, and more if possible) is required prior to returning to work on any date other than the originally scheduled return date.

### **Compensation During Family Military Leave**

Family Military Leave is unpaid, except that employees who have earned paid time off must use such leave concurrently with their Family Military Leave until such paid leave is exhausted. If the Theater's paid time off policies impose lesser notice requirements than this policy, the lesser requirements will apply during the period of paid time off.

## **Benefits**

The employee's group health, life and other insurance (if participating) will remain in effect throughout the Family Military Leave period on the same basis as if the employee were not on leave. During any paid portion of the leave, the employee's premiums will continue to be deducted from payroll. To the extent that payroll does not cover the employee's share of premiums, payments must be delivered to the Human Resources Department. Failure to make premium payments may cause the employee (and covered dependents) to be uninsured during a portion of the leave period. No seniority, sick, vacation other benefits will be earned during the Family Military Leave; however, if the employee is concurrently using vacation or personal leave, then the Theater's policy for employees using vacation will apply.

## **Return to Work**

Upon return to work, the employee will be restored to his or her prior job, or an equivalent position with equivalent pay, benefits and other terms and conditions, unless the employment would have ended even if the employee had not been on leave (for example, if the job has been eliminated due to a staff reduction or reorganization).

## **Unable/Decline to Return**

An employee who is unable or declines to fully return to work upon expiration of Family Military Leave will be considered to have resigned.

## **Non-Discrimination**

The Theater will not discharge, fine, suspend, expel, discipline, or in any other manner discriminate against any employee who exercises any right provided under the FMLA, NFMLA, or this policy.

## **Definitions**

All definitions contained in the FMLA apply to Family Military Leave (excluding the definitions of "son" or "daughter"). Additionally, the following definitions apply to Family Military Leave under the FMLA:

**Active Duty:** The term "active duty" means duty under a call or order to active duty under a provision of law referred to in section 101(a)(13)(B) of title 10, United States Code.

**Contingency Operation:** The term "contingency operation" has the same meaning given such term in section 101(a)(13) of title 10, United States Code.

Covered Service member: The term "covered service member" for purposes of military caregiver leave means a member of the Armed Forces, including a member of the National Guard or Reserves, who is on the temporary disability retired list or a veteran who was in active duty in the previous five years, who has a serious injury or illness incurred in the line of duty on active duty for which he or she is undergoing medical treatment, recuperation, or therapy, or who is otherwise in outpatient status. A "veteran" is defined as a person who served in the active military, naval, or air service, and who was discharged or released therefrom under conditions other than dishonorable.

Outpatient Status: The term "outpatient status," with respect to a covered service member, means the status of a member of the Armed Forces assigned to:

- a. a military medical treatment facility as an outpatient; or
- b. a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

Serious Injury or Illness: The term "serious injury or illness," for purposes of military caregiver leave, means an injury or illness incurred by the member in the line of duty or on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty in the armed forces) that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating. With regard to veterans, because they do not have a current "office, grade, rank, or rating," the serious injury or illness be one that manifested itself before or after the member became a veteran.

Son or Daughter of a Covered Service member: This term means the covered service member's biological, adopted, or foster child, step child, legal ward, or a child for whom the service member stood in loco parentis, and who is of any age.

Parent of a Covered Service member: A "parent of a covered service member" means the service member's biological, adopted, step or foster father or mother, or any other individual who stood in loco parentis to the covered service member. This term does not include parents "in law."

Next of Kin of a Covered Service member: This term means the nearest blood relative, other than the service member's spouse, parent, son, or daughter in the following order: blood relatives who have been granted legal custody of the service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative for purposes of military caregiver leave. When no such designation is made, and there are multiple family members with the same level of relationship to the covered service member, all such family members shall be considered the service member's next of kin for these purposes.

Spouse: " Spouse" is defined for purposes of this policy, as a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the State in which the marriage was entered into or, in the case of a marriage entered into outside of any State, if the marriage is valid in the place where entered into and could have been entered into in at least one State. This definition includes an individual in a same-sex or common law marriage that either:

- (1) Was entered into in a State that recognizes such marriages; or
- (2) If entered into outside of any State, is valid in the place where entered into and could have been entered into in at least one State.

### **E-MAIL, VOICEMAIL, AND INTERNET USAGE**

- A. **DEFINITIONS.** For purposes of this policy, the term "E-mail" or "E-mail system" refers to all electronic messaging systems and services maintained by the Theater or any of the Theater's customers and used by associates from any location, and the term "Internet" or "Internet services" refers to all services subscribed to or maintained by the Theater or any of the Theater's customers to connect with or communicate through the Internet and accessed or used by associates from any location.
- B. **PURPOSE.** To establish guidelines for proper use of the Theater's E-mail system, voicemail system, and Internet services. As used in this policy, when referring to E-mail or Internet systems, the term "the Theater" shall include the Theater's customers or vendors as the context dictates.
- C. **SCOPE.** This policy applies to all associates with access to E-mail, voicemail, or the Internet.
- D. **POLICY.**
  1. **Theater Property.** The E-mail system, voicemail system, and the Internet services as defined in this policy are Theater property.
  2. **No Privacy Rights.** Associates are not promised and should not expect privacy in their E-mail, voicemail or Internet communications, or in their pattern of usage of E-mail, voicemail or the Internet. The Theater reserves and intends to exercise the right to monitor, access and copy the contents of E-mail, voicemail and Internet communications, and review associates' use of E-mail, voicemail or the Internet, as deemed necessary in the discretion of management, and may disclose the contents or usage pattern to third parties. The existence of passwords for E-mail, voicemail and the Internet and the "delete" key function do not restrict or eliminate the Theater's abilities or rights under this policy. Associates should understand that mere deletion of E-mail,

voicemail or Internet communications may not entirely eliminate such communications from E-mail, voicemail or the Internet.

3. **Use for Lawful Purposes.** Associates must use E-mail, voicemail and the Internet only for lawful purposes. Associates must not post, transmit, or receive (assuming the material is requested by or known to an associate prior to receipt) through E-mail, voicemail or the Internet any content which is defamatory, vulgar, obscene, threatening, intimidating, harassing, or a violation of the Company's workplace policies again discrimination, harassment, or hostility on account of age, race, color, religion, gender, national origin, disability, sexual orientation, gender identity or other protected class, status, or characteristic.
4. **Purchase/Contract.** Unless specifically authorized by the Theater, associates shall not make purchases or enter into any type of contract or contractual relationship that binds the Theater, or enter into negotiations thereof, using E-mail or the Internet.
5. **Uploading/Downloading.** Software not supplied by the Theater, including personal software (such as screen savers or games) and software that may be downloaded from the Internet (shareware and freeware) may not be used on the Theater computer system. In exceptional cases, permission may be granted at the discretion of the Chief Information Technology Officer. All files downloaded from the Internet must be checked for possible computer viruses. If associates are uncertain whether their virus-checking software is current, check with the Theater's IT officer before downloading.
6. **Trade Secret and Confidential Information.** Unless specifically authorized by the Theater, associates shall not use E-mail or the Internet to send or request the receipt of the Theater's or any customer's trade secret, sensitive or otherwise confidential or proprietary information.
7. **Passwords.** Associates will be assigned a unique password for E-mail and the Internet that must be kept confidential. Only the associate selecting the password may use the password to gain access to E-mail or the Internet. Associates shall not share their E-mail or Internet passwords, provide E-mail or Internet access to unauthorized users, or access another's E-mail box without authorization. Associates are responsible for the unauthorized use and the disclosure of their password, and for any harm resulting there from.
8. **Personal Use.** The E-mail, voicemail system and Internet services provided by the Theater are primary for business use to assist employees in the performance of their jobs. Limited, occasional or incidental use of these systems for personal, non-business purposes is understandable and acceptable and all such uses should be done in a manner that does not negatively affect the systems' use for their business purposes. However, employees are expected to demonstrate a sense of responsibility and not

abuse this privilege.

9. **Social Networking.** Employees should remember that any messages or information sent on Theater provided facilities to one or more individuals via an electronic network – for example Internet mailing lists, bulletin board and online services – are statements identifiable and attributable to the Theater. Participation in online forums, blogging and social networking on Theater computers or Theater time may be a violation of this policy. Employees who participate in online forums, blogging or social networking in personal time may not engage in any unlawful communications regarding the Theater, its employees or customers; must not engage in any improper communications of confidential information, trade secrets or securities information; must not infringe upon any copyrighted or protected information or material; and must not engage in any communications that violate the Theater's anti-discrimination policy or any other Theater policy.
10. **Formality of E-mail and Internet Communications.** E-mail and Internet communications should not be treated more casually than any other business communication. All E-mail and Internet communications sent by associates should be accorded the formality and scrutiny of a written letter or memorandum. Associates should not send an E-mail or Internet communication that they would not send in print. The following guidelines are also suggested:
  1. Make communications positive, constructive, complete, factual
  2. Don't write E-mail when angry and edit before sending
  3. Avoid sarcastic humor
  4. Avoid belaboring disagreements in E-mail – there is a time for face-to-face meetings
  5. Only E-mail to involved parties. Do not use broadcast ("all") E-mails when the content is intended for a small number of associates. Broadcast E-mails should be used only when the content is truly intended for and helpful to all associates.
11. **Storage.** All communications sent or received using E-mail or the Internet that contain valuable business information and sent or received in accordance with this policy should be printed for paper storage or backed up in another reliable manner to avoid accidental erasure.
12. **Network Connections.** Unless specifically authorized by the Theater, associates shall not establish Internet or other external network connections that could allow unauthorized persons to gain access to the Theater's systems and information. These connections include the establishment of hosts with public modem dial-ins, World Wide Web homes pages and File Transfer Protocol (FTP).
13. **Termination of Access.** The Theater may terminate an associate's access to E-mail,

voicemail or the Internet at any time without notice or cause.

14. **Corrective Action.** Violations of this policy may result in corrective action up to and including termination of employment and necessary legal action.

### **WORKERS COMPENSATION**

- A. On-the-job injury and job related illness is covered by Workers' Compensation insurance for all associates. Benefits include payment of medical bills plus partial payment for loss of earnings, as provided by state law.
- B. AN EMPLOYEE MUST REPORT ANY WORK-RELATED INJURIES OR ILLNESS IMMEDIATELY. FAILURE TO DO SO MAY RESULT IN LOSS OF BENEFITS.
- C. It is the responsibility of the associate to inform the Managing Director of any permanent or temporary medical condition, which would prevent the associate from performing an assigned activity. The Theater reserves the right to prohibit the associate from engaging in any work-related activity that is unsafe.

### **GROUP INSURANCE**

- A. Health Insurance  
The Theater provides full-time eligible associates the opportunity to participate in the health insurance plan. Should the associate choose to enroll, coverage becomes effective the first of the month following the start date. Should the associate decline coverage, and then wish to enroll, the associate can do so during the open enrollment period, subject to the associate's eligibility. Please contact Human Resources to request enrollment forms, rates and further information about this program.
- B. Dental and Vision Insurance  
The Theater offers dental and vision insurance that is associate funded. Full-time eligible associates can choose to participate in the dental plan. Enrollment forms, rates, and further information are available from Human Resources.

### **ADDITIONAL BENEFITS**

- A. 401 (k) Plan  
All associates are automatically enrolled in the Theater 401 (k) plan upon meeting the following requirements: must be over 21 years of age, have completed one year of employment with the Theater and worked at least 1,000 hours in the previous year. Employees are enrolled in the plan on the quarterly date after these requirements are met. The Theater will match 100%, up to three percent of the associate's earnings or contributions, whichever is the lesser amount. The Theater will also contribute 50% of the next 2% of the employee contributions. (ex. If an employee contributes 5% to the 401(k), the Theater will contribute 4%; three percent for the regular match, plus 50%

of the 2% increase). Open enrollment is offered in November each year, to begin the following January 1st. Deadline to enroll is December 10th. The Theater may make a discretionary contribution at the end of the plan year for those who qualify.

B. Life Insurance

A Life Insurance benefit is provided to eligible full-time associates. Please see Human Resources for further details and enrollment.

C. Flexible Spending Accounts

Full-time associates may take pre-tax dollars to pay for qualified un-reimbursed medical or dependent care expenses. Please see Human Resources for further details and enrollment.

D. YMCA

The YMCA offers to waive enrollment fees if any associate enrolls during the first month of the associate's employment, or during open enrollment, offered each September. The YMCA also offers a subsidy for the monthly dues for Theater employees. Please see Human Resources for further details and enrollment.

E. AFLAC

The Theater may offer employees the option to purchase AFLAC policies on a pre-tax basis. Please see Human Resources for further details and enrollment.

### **OUTSIDE WORK**

- A. Working at the Theater might not meet all the artistic and/or monetary needs of an individual associate. Therefore, it is permissible, at times, for associates to take outside employment. This should happen only when the outside commitment does not conflict with the duties and responsibilities one has at the Theater.
- B. An associate who takes on outside work or ongoing commitments must notify the Artistic Director or the Managing Director prior to making a commitment.
- C. If outside commitments cause the associate's job performance to decrease, or if other associates' workloads are increased because of the outside commitment, the associate will be asked to redefine his/her commitment to the Theater, or be terminated.

### **SERVICES AND SUPPLIES**

- A. There are many items and services provided by the Theater. It is expected, where there are charges to the associate for these items or services, that adequate records, including receipts, are maintained. The settlement of accounts will be no later than the end of the month from when the charges were accrued and/or billing statements presented to the associate. The items generally involved will be postage, photocopy

charges, long distance phone calls, etc.

- B. Staff members who keep accurate mileage logs of approved Theater business related trips may be eligible for mileage reimbursement. Expense incurred traveling to and from work will not be reimbursed. Mileage logs must be submitted to the Accounting Office monthly. Use of company vehicles are preferred, whenever possible, to using personal vehicles. Please check with accounting office for the rate of reimbursement.
- C. In order to be reimbursed for legitimate business related expenses, the expenses must have the prior approval and signature of a department head or budget supervisor. Approved expenses incurred by associates will be reimbursed upon submission of expense vouchers. Vouchers must be turned in to the Theater within 30 days of the initial expenditure. See the Accounting Office for assistance.
- D. Company assets are to be used in a professional, productive manner. Use of Theater stationary and office supplies are for official business use only. Company property should not be used for personal gain or illegal activities. Taking Company property from theater facilities without permission is regarded as theft and could result in termination of employment. All Company assets are to be delivered to the Company promptly when employment ceases or at any time the Company requests. Please also see Email, Voice, Internet Usage Policy, Section D, page 32.

### **LAPTOP POLICY**

A laptop can be provided to an employee instead of a desktop computer. The decision to provide a laptop is made by the Managing Director, in consultation with the appropriate Department Head. The laptop is Theater property and thus falls under the same policies and expectations outlined in the Employee Handbook in the Section titled E-MAIL, VOICEMAIL AND INTERNET USAGE.

Any employee with a company laptop is responsible for taking all precautions necessary to avoid theft, damage or loss of the laptop. Employees should never leave laptop unattended in public places or at The Rose for any period of time. Employees should never leave laptop visible or in an unattended, locked or unlocked car for any period of time. All passwords must be protected as confidential information and should not be disclosed to any unauthorized person.

In the case of a lost, stolen or damaged laptop, the repair or replacement cost will be covered by the Theater, unless it was a result of employee misuse or negligence. Any damages determined by the Theater to be the responsibility of the employee will be at the discretion of the Managing Director.

## **CELL PHONE POLICY**

The Theater values the safety and well-being of all employees. Due to the increasing number of accidents nationally, resulting from the use of cell phones while driving, the following policy has been instituted.

Theater employees may not use cellular telephones or mobile electronic devices (GPS is acceptable) while operating a motor vehicle under any of the following situations, regardless of whether a hands-free device is used:

- When employee is operating a vehicle owned, leased or rented by the Company.
- When the employee is operating a personal motor vehicle in connection with Theater business.
- When the motor vehicle is on Theater property.

Employees are not permitted to answer calls while driving. Incoming calls must be directed to voice mail. Employees are also not permitted to read or respond to text messages and emails while driving.

If it is necessary for an employee to make an emergency call (911), the employee must park the vehicle in a safe location before making the call.

Employees will be given two warnings. The third time an employee is found to be in violation of this policy, it is grounds for immediate dismissal. The theater reserves the right to revoke, at any time, driving privileges of any vehicle owned, leased or rented by the Theater.

If the employee is involved in an accident and was in violation of any part of this policy, the cost of the repairs/replacement will be the responsibility of the employee.

## **FACILITY USAGE**

All requests for use of the facilities must be routed through the Facilities Director. Full and part-time associates may, in some instances, be granted permission to use the facilities at free or reduced cost. Please see the Facility Director for more information.

All associates with a key to the building must be familiar with the location of fire extinguishers, first aid cabinets, and the procedure for securing the building which includes locking doors, turning off facility and marquee lights, and setting the security alarm. Associates are required to attend a Safety Orientation provided by the Facilities Director within the first 10 days of the start date.

Keys may be signed out from the Facilities Director.

## **COMPLIMENTARY TICKET POLICY**

The Theater is pleased to offer our affiliates complimentary tickets to our productions. Please be aware that paying customers and members have priority and complimentary tickets are subject to availability. If an individual falls under multiple categories, for example a contract teacher and a contracted actor, they may take advantage of the most generous category for complimentary tickets, but not both. For questions regarding the complimentary ticket policy, please contact Member Services Coordinator. Unless otherwise noted, all reservations can be made at the Box Office.

### **Regular Productions to The Rose (non-premium events)**

Full time staff may receive up to 10 comps per production. Part time staff may receive up to four comps per production.

### **Holiday Show and Summer Musical (premium events)**

Number of comps for staff and contracted artists will be determined by production. Comp ticket totals range from 4 to 10 comps per production and may be limited to specific performance dates and times. Please be aware that comps shouldn't be given away to anyone who would otherwise purchase a ticket.

### **Hitchcock Productions**

Due to the highly limited number of seats in the Hitchcock Theater, staff comps for full time and part time staff will be limited to four comps per production.

### **Contracted Actors/Musicians/Technicians**

Each contracted actor, musician, or technical person will receive up to eight complimentary tickets to each member production they are contracted for. Additional tickets can be purchased at a discounted rate determined by the marketing department. See Holiday Show and Summer Musical policy for premium events.

### **Contracted Educators**

Contracted educators may receive complimentary ticket benefits. Please check with the Education Director for eligibility.

### **In Kind Donations**

Occasionally the opportunity arrives to receive goods and services in exchange for tickets to a production. If this opportunity presents itself, make arrangements through the Membership Director. This does not have to come out of your personal comps.

### **Special Events**

Occasionally, the Theater hosts or co-sponsors special events which are not part of the

regular season. Staff comps or special pricing to these events will be determined on a case by case basis and will be communicated through Rose e-mail.

In addition to comps tickets provided for our staff and affiliates, we often receive requests for:

**Auctions and Raffles** – Please refer these to Membership Director

**Community Groups** who cannot afford to come – Please refer these to Box Office Manager

## **EDUCATION CLASSES**

Children of full-time and part-time associates may enroll in education programs at free or reduced rates. Please see Class Coordinator for more information.

## **COSTUME RENTAL POLICY**

### **General**

#### **All Staff**

- Costume rental is available to staff only during regular hours. Access to costumes is not permitted without the presence and assistance of the Costume Rental Manager.
- Borrowed costumes must be returned to Costume Rental during regular Costume Rental hours. Costume drop off is also allowed to the box office.

#### **Education Staff, Designers and Directors**

- Teachers, designers and directors are permitted access to costume rental area with the Costume Rental Manager.
- Teachers, designers and directors must return all costumes to Costume Rental no later than five days after use or performance date. Costumes must be returned during regular Costume Rental hours.
- Teachers must accompany a student director, student designer or a class choosing costumes with the Costume Rental Manager.
- Costume Rental Manager can make appointments with Teachers to bring in student actors, staff actors or dancers during off hours to pull costumes.

### **Staff Rental Rates**

#### **Full-time Staff**

1. Receive costume rental for a cleaning fee and security deposit (equal to the regular cost of the rental).
2. Costumes may be rented for the staff person /immediate family only.
3. Costumes may not be rented at the staff rate for use in theatrical productions not directly related to the Omaha Theater Company.

#### **Part-time Staff**

1. Part-time staff get costume rental for half the regular rental fee, and security deposit.
2. Part-time staff can only rent costumes for themselves.

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3. Costumes may not be rented at the staff rate for use in theatrical productions not directly related to the Omaha Theater Company.

#### **Restrictions**

1. For Halloween rentals, staff may only rent costumes at the staff rate on Oct. 31<sup>st</sup>, or a weekend night prior to Halloween, if that is a popular day for Halloween parties.
2. Staff members hired to perform at events not directly related to the Omaha Theater Company can rent costumes at 50% of the regular fee, plus a security deposit. (Seasonal costumes, can be used based on availability).

#### **Fees**

1. Fees for cleaning are available through the Costume Rental Manager.

### **DRUG-FREE WORKPLACE POLICY**

- A. The Theater is a drug-free workplace. Associates shall not possess, consume, or be under the influence of alcohol or illegal drugs while on the job, or while performing Theater business. Appearing for work or performing any job duties while intoxicated or impaired by alcohol, illegal drugs, or the improper use of prescription or over-the-counter drugs is prohibited. The manufacture, distribution, dispensation, possession, sale or use of illegal drugs by the Theater's employees, on or off Theater property, is prohibited. Harsh penalties, including job termination, are possible.
- B. Associates whose performance may be impaired by the proper use of prescription drugs or over-the-counter drugs must so advise management, and may be sent home if a safety hazard.
- C. The Theater recognizes drug dependency and alcoholism are health problems and will attempt to work with and understand an associate who becomes dependent on drugs or alcohol. Associates will be assisted in identifying rehabilitation services, referral agencies, or other resources to assist the associate in dealing with his or her problem. It is the associate's responsibility, however, to see such problems do not interfere with proper job performance or expose others to risk of harm.
- D. An associate convicted of violating any criminal drug statute must so notify the Theater within five days after the conviction. An appropriate sanction shall be imposed. This may include required participation in a drug abuse assistance or rehabilitation program, at the associate's expense, or corrective action up to and possibly including discharge. The Theater is required by law to report any such convictions or violations of criminal drug statutes to federal agencies or instrumentalities, including the National Endowment for the Arts, within ten working days.

## **ACKNOWLEDGEMENT**

I have received and reviewed a copy of the personnel policies of The Theater, and agree to comply with and be bound by these policies. I understand the policies are not a contract, the Theater has the right to interpret and change these policies in its discretion, and **MY EMPLOYMENT IS NOT UNDER AN EMPLOYMENT CONTRACT OR FOR ANY GUARANTEED PERIOD BUT IS "AT-WILL" AS DESCRIBED IN THE PERSONNEL POLICIES, UNLESS THE WRITTEN AGREEMENT IS AUTHORIZED AND EXECUTED BY EITHER THE MANAGING DIRECTOR OR ARTISTIC DIRECTOR.** I understand that the Theater's policies may change from time to time, and such new policies may be effective before any policy revisions.

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Associate's Name (Please Print)

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Associate's Signature

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Date

