

New Jersey Theatre Alliance

**Employee Handbook
Updated February 2022**

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WELCOME NEW EMPLOYEES

On behalf of your fellow employees, we welcome you to the New Jersey Theatre Alliance (the “**Alliance**”), and wish you every success here. We are proud of the Alliance and are hopeful that you will do your part to ensure that the Alliance continues to be successful. We hope that you take pride in being a valued member of our team.

The mission of the Alliance is to unite, promote, strengthen, and cultivate New Jersey’s professional theatres. The Alliance is proud to advance the theatre community by developing innovative, collaborative, and engaging programs and services for member theatres and their diverse audiences. The Alliance is committed to fighting racism, white supremacy, ableism, sexism, homophobia, and injustice on stage, off stage, in the theatre field, and beyond.

The vision for the Alliance is to be the voice of professional theatre in New Jersey, while serving as a capacity builder, innovator, and developer of a wide range of resources to strengthen and advocate for the state’s professional theatre community.

The Alliance considers its employees to be its most valuable resource in effectuating that vision, and the Alliance celebrates diversity among its employees. At the Alliance, we have a strong commitment to encouraging accessibility and inclusion and to ensuring that all employees are treated equitably and with respect. Nothing is more important to the Alliance’s success than the dedication and effort of our employees. Indeed, we have an advantage that is enjoyed by no other organization because they cannot duplicate the pride, enthusiasm and commitment of our employees. As an employee of the Alliance, the importance of your contributions cannot be overstated.

This employee handbook (this “**Handbook**”) was developed to describe and outline some of the expectations we have of our employees as well as to outline the policies, programs and benefits available to eligible employees. Please take the time to read this Handbook and then retain it for future reference. All employees should familiarize themselves with the contents of this Handbook, as it will answer many questions about your employment with the Alliance.

We hope that your experience here will be challenging, enjoyable and rewarding. Again, I extend to you my personal best wishes for your success and happiness at the Alliance.

Sincerely,

New Jersey Theatre Alliance

John McEwen

Executive Director

INTRODUCTORY STATEMENT

This Handbook is designed to acquaint you with New Jersey Theatre Alliance and provide you with information about working conditions, employee benefits, and some of the policies affecting your employment. You should read and understand the provisions of the Handbook. It describes many of your responsibilities as an employee and outlines the programs developed by the Alliance to benefit employees. One of our objectives is to provide a work environment that is conducive to both personal and professional growth. Periodically, questions will arise concerning the interpretation of a policy, which should be referred to the Executive Director.

No employee handbook can anticipate every circumstance or question about policy. The need may arise, and the Alliance reserves the right, to revise, supplement or rescind any policies or portion of this Handbook from time to time as it deems appropriate, in its sole and absolute discretion, with or without advance written notice. Employees will, of course, be notified of such changes to this Handbook as they occur.

All employees of the Alliance are employed at-will and, therefore, either you or the Alliance may terminate the employment relationship at any time, with or without cause and with or without advance notice. Further, only the executive director of New Jersey Theatre Alliance or their designee may, without notice, unilaterally revise, rescind or modify any provision in this handbook, except for this, at-will provision. Moreover, this handbook is not a contract of employment and only the executive director of New Jersey Theatre Alliance or their designee is authorized to enter into any employment contract. No other representative of New Jersey Theatre Alliance is authorized to enter into any contract of employment or make any other promises regarding the terms and conditions of employment which are inconsistent with the policies contained in this handbook.

MISSION AND VALUES

New Jersey Theatre Alliance unites, promotes, strengthens, and cultivates New Jersey's professional theatres. We advance the theatre community by developing innovative, collaborative, and engaging programs and services for member theatres and their diverse audiences.

Our core values are:

- Professionalism & Integrity
- Equity & Access
- Collaboration & Partnership
- Innovation & Creativity

We strive to embody and uphold these values in our programs and services as well as our organizational structure, work culture, and daily operations.

SECTION I: EMPLOYEE RIGHTS AND OBLIGATIONS

EMPLOYEE RELATIONS

New Jersey Theatre Alliance believes that the work conditions it offers to its employees are competitive with those offered by other similarly sized agencies in New Jersey. If employees have concerns about work conditions, they are strongly encouraged to voice these concerns openly and directly to the Executive Director.

OPEN DOOR POLICY

New Jersey Theatre Alliance is committed to providing the best possible climate for maximum development and achievement of goals for all employees. The Alliance's objective has always been to treat each employee as an individual and to develop a spirit of teamwork: individuals working together to attain a common goal.

In furtherance of the Alliance's commitment to sound employee/employer relations through communication, the Alliance provides employees with an established procedure for expressing employment-related concerns.

Specifically, the Alliance has an open door policy; any employee that has an issue should talk with the Executive Director as soon as he/she can and explain how he/she feels. It is very important that the employee do this, as it is only by hearing about the problem and talking with the employee that the Alliance can assist. The Executive Director will, in all cases, take prompt action to answer your questions and attempt to resolve the concern or complaint. If the employee does not feel comfortable discussing the issue with the Executive Director for any reason, they may bring the matter to the Deputy Director.

EQUAL EMPLOYMENT OPPORTUNITY

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at New Jersey Theatre Alliance will be based on merit, qualifications and abilities. It has been and will continue to be the policy of the Alliance not to discriminate on the basis of race (inclusive of traits historically associated with race, including but not limited to hair texture and type), creed, color, religion, national origin, age, ancestry, ethnicity, nationality, citizenship, marital or domestic partnership or civil union status, sex, gender, gender nonconformity, gender identity or expression, mental or physical disability, pregnancy, reproductive status, service in the uniformed services, affectional or sexual orientation, atypical hereditary cellular or blood trait, genetic information (including the refusal to submit to genetic testing), or any other basis protected by federal, state or local law ("Protected Categories") in its recruitment, hiring, training, promotion and compensation of persons employed in all job classifications.

PROHIBITION AGAINST DISCRIMINATION AND HARASSMENT

It is the policy of New Jersey Theatre Alliance to maintain a work environment free of discrimination and harassment by supervisors, co-workers, trustees, contractors, members, or others on account of an individual's race (inclusive of traits historically associated with race, including but not limited to hair texture and type), creed, color, religion, national origin, age, ancestry, ethnicity, nationality, citizenship, marital or domestic partnership or civil union status,

sex, gender, gender identity or expression, mental or physical disability, pregnancy, reproductive or parental status, service in the uniformed services, affectional or sexual orientation, atypical hereditary cellular or blood trait, genetic information (including the refusal to submit to genetic testing), or any other basis protected by federal, state or local law. Discrimination by an employee constitutes misconduct for which an employee may be subject to discipline, up to and including termination of employment.

Discrimination as used in this policy means differential treatment or harassment of an individual on the basis of such a person(s) membership in a Protected Category. Harassment may take the form of verbal or physical conduct, including statements or written or displayed materials, directed against any person on the basis of the Protected Categories. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:

- submission to such conduct is made either an explicit or implicit term or condition of employment;
- submission to or rejection of such conduct is used as a basis for an employment decision affecting an employee; or
- such conduct has the purpose or effect of interfering with an employee's work performance or creating an intimidating, hostile or offensive work environment.

GRIEVANCE PROCEDURE

An employee who believes that they have been subject to discrimination or other harassment should report the incident(s) immediately to the Executive Director. If the employee believes they have been subject to discrimination or other harassment by the Executive Director, the employee should contact the Chair and President of the Board of Trustees to make a report. The Alliance will investigate, or will appoint an independent third party to investigate the complaint promptly and confidentially, which may include interviews of the complainant, the alleged harasser and potential witness(es). The information supplied during the investigation and any notes, reports, or records generated during the investigation shall be kept confidential to the extent possible. Employees are required to cooperate fully with the Alliance's investigation.

Following the completion of the investigation, the Alliance will determine whether disciplinary action should be taken. If it is determined that disciplinary action will not be taken, the complainant and person accused will be so advised. If disciplinary measures are imposed, the complainant will be advised that the investigation has been completed and disciplinary action has been taken. However, the complainant need not be advised of the specific nature or type of disciplinary action imposed by the Alliance.

The Alliance does not tolerate retaliation against any individual who complains, reports, or participates in the investigation of any incident of alleged discrimination or harassment.

Employees who fail to cooperate in any investigation and/or who retaliate against any employee for objecting to, complaining about, or participating in any investigation of discrimination will

be subject to appropriate disciplinary action. An employee found to be deliberately making false claims of discrimination will be subject to disciplinary action.

INDIVIDUALS WITH DISABILITIES

New Jersey Theatre Alliance is committed to ensuring equal opportunity and access to all employees in accordance with the Americans with Disabilities Act, as amended (the “ADA”), and applicable state and local law. Accordingly, the Alliance prohibits discrimination against any employee or applicant on the basis of a physical or mental disability, perceived disability, or record of such a disability.

New Jersey Theatre Alliance will provide reasonable accommodations to applicants and employees if the reasonable accommodation would allow the individual to perform the essential functions of the position, unless doing so would create an undue hardship.

If an employee believes they need an accommodation because of a disability, they should request an accommodation either orally or in writing from the Executive Director, who will initiate an interactive dialogue to explore potential reasonable accommodations that will make it possible for the employee to perform the essential functions of their position. While the Alliance encourages employees to suggest a specific accommodation, the Alliance is not required to provide the specific accommodation requested and may provide an alternative, effective accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on New Jersey Theatre Alliance. The Alliance encourages employees to make their request in writing and to include relevant information, such as: a description of the accommodation you are requesting; the reason you need an accommodation; and how the accommodation will help you perform the essential functions of your position.

The Alliance makes determinations about reasonable accommodations on a case-by-case basis considering various factors and based on an individualized assessment in each situation. Any discussions with the Alliance in connection with an employee’s disability will be kept strictly confidential and will only be shared with those who have a need to know such information.

WHISTLEBLOWER PROTECTION

The Alliance will not take any retaliatory action against an employee because the employee does any of the following:

- Discloses, or threatens to disclose, to a supervisor or to a public body an activity, policy or practice of the Alliance or another employer with whom the Alliance has a business relationship, that the employee reasonably believes is in violation of a law, or a rule or regulation promulgated pursuant to law;
- Provides information to, or testifies before, any public body conducting an investigation, hearing or inquiry into any violation of law, or a rule or regulation promulgated pursuant to law by the Alliance or another employer with whom the Alliance has a business relationship;
- Objects to, or refuses to participate in, any activity, policy or practice which the employee reasonably believes:
 - is in violation of a law, or a rule or regulation promulgated pursuant to law;

- is fraudulent or criminal; or
- is incompatible with a clear mandate of public policy concerning the public health, safety or welfare or protection of the environment.

Employees who believe they have been retaliated against by the Alliance for engaging in any of the above activities should file a complaint in writing with the Executive Director. The Alliance will investigate any claim of retaliation promptly and confidentially, to the extent possible, and will take such measures against the offender as are necessary and appropriate including disciplinary action, up to and including termination of employment.

Any employee who knowingly, maliciously, and intentionally files a false report of wrongdoing will be subject to disciplinary action, up to and including termination. An employee's rights under this policy do not include protection against disciplinary action imposed in good faith by the Alliance against the employee for misconduct or the employee's violation of the Alliance's policies.

IMMIGRATION LAW COMPLIANCE

New Jersey Theatre Alliance complies with the Immigration Reform and Control Act of 1986 and is committed to employing only persons who are authorized to work in the United States. As a condition of employment, every employee must properly complete, sign and date the first section of the Immigration and Naturalization Form I-9. Before commencing work, newly re-hired employees must also complete this form if they have not previously completed a Form I-9 for the Alliance.

The Alliance also complies with The Immigration and Nationality Act, which prohibits employers from discriminating in the Form I-9 process against work-authorized individuals based on their national origin or, under certain circumstances, their citizenship or immigration status.

SECTION II: WORKING WITH NEW JERSEY THEATRE ALLIANCE

EMPLOYMENT CATEGORIES

Each employee is designated as either **NONEXEMPT** or **EXEMPT** from federal and state wage and hour laws. **NONEXEMPT** employees are entitled to overtime pay under the specific provisions of federal and state laws. **EXEMPT** employees are excluded from specific provisions of federal and state wage and hour laws. An employee's **EXEMPT** or **NONEXEMPT** classification may be changed only upon written notification from the Alliance. [Further information about classifications can be found here.](#)

Additionally, each employee is either **FULL-TIME** or **PART-TIME**. **FULL-TIME** employees are those who are regularly scheduled to work not less than forty (40) hours per week. **PART-TIME** employees are those who are regularly scheduled to work less than (30) thirty hours per week.

PERSONNEL DATA AND FILES

Employees should promptly notify the Executive Director of any changes in personnel data, including name, mailing address, telephone numbers, marital status, number and names of dependents, individuals to be contacted in the event of emergency, next of kin and/or beneficiaries, educational accomplishments, and increase or decrease in tax exemptions.

Employees' personnel files, which include confidential, private information such as the employee's resume, job description, letters or memoranda reflecting changes in employment status, position or salary, and documentation of disciplinary actions, are the property of the New Jersey Theatre Alliance. Generally, only administrative personnel who have a legitimate reason to review information in a file are allowed to do so.

CONFIDENTIALITY

The protection of confidential business information is vital to the interests and continued success of the New Jersey Theatre Alliance. Any and all confidential business information, and proprietary materials to which an employee may have access while employed with the Alliance is and remains the sole property of the Alliance.

Employees of the Alliance are sometimes privy to confidential information about our member theatres or other partners, which requires the utmost discretion. Employees are prohibited from discussing New Jersey Theatre Alliance business and affairs with anyone outside of the Alliance. In addition, no employee is permitted to remove or make copies of any of the Alliance's records, reports, files or other documents other than for legitimate business reasons relating to their job duties.

SECTION III: WORK SCHEDULES AND PAY POLICIES

WORK SCHEDULES, ATTENDANCE, AND PUNCTUALITY

Full-time employees are expected to work forty (40) hours per week and more on occasion when necessary, to complete assignments and meet deadlines necessitated by the Alliance's needs.

Neither excessive absenteeism nor habitual lateness will be tolerated by the Alliance and may result in disciplinary action, up to and including termination of employment. More than three (3) unexcused absences per year are considered excessive.

PAYDAYS

For payroll purposes, the workweek begins on Monday and ends on Friday. Paychecks are distributed weekly on Fridays. If a pay period falls on a holiday, you will be paid on the preceding workday. Direct deposit is available to all employees.

PAY ADVANCES

Pay advances may be granted at the discretion of the Executive Director, and only in the case of emergency or personal hardship. Pay advances are considered early payment of wages for future work and are not a loan from the Alliance.

A pay advance may not exceed the equivalent of two weeks' net wages, and the full amount of the pay advance will be deducted from the employee's next two weeks' paychecks.

PAY DEDUCTIONS AND SETOFFS

The law requires that the Alliance make certain deductions from every employee's compensation. Among these are applicable federal, state, and local income taxes. If you have questions concerning why deductions were made from your paycheck or how they were calculated, the Executive Director will assist in having your questions answered.

ADMINISTRATIVE PAY CORRECTIONS

New Jersey Theatre Alliance takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday. In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of the Executive Director so that corrections can be made as quickly as possible.

PAY EQUITY

The Alliance is committed to ensuring that no full-time employee, including the Executive Director, earns more than four times the salary of any other full-time employee in the organization. The Alliance is also committed to an hourly rate for all part-time employees of at least \$20/hour. No full-time staff member's salary will be less than \$800/week, or the equivalent of a \$20 hourly wage for a 40-hour work week.

WORKING HOURS

It is anticipated that employees will work the number of hours required to complete their jobs effectively, using work hours conscientiously and budgeting time efficiently. Occasionally, work duties will exceed formal working hours. Since every employee's contribution to the work of the Alliance is essential, it is important that any employee who knows that they will be away from work, or will be late, informs the Executive Director as soon as possible so that alternative arrangements, if needed, can be made to cover work duties. General working hours are Monday-Friday from 10:00am-6:00pm.

FLEXIBLE WORK ARRANGEMENTS

The Alliance believes that the work performed by many positions can be done just as well on a flexible schedule as it can during regular business hours. We also believe that such a policy can assist in attracting and retaining valued employees, help employees avoid some of the stresses of child or elder care, and provide more opportunity for employees to maintain work/life balance. Therefore, flexible work arrangements are available to complement the Alliance's traditional workday schedule. A flexible work schedule may be a temporary solution to a short-term need or may be negotiated as a long-term/permanent schedule. All work schedules outside of the usual working hours of the Alliance must be approved by the Executive Director.

TIMEKEEPING

Accurately recording of time worked is the responsibility of every **nonexempt employee**. Federal and state laws require the Alliance to keep an accurate record of time worked in order to properly calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties and does not include breaks or absences during the workday.

Each nonexempt employee is required to accurately record the time that they begin and end work each day, as well as the beginning and ending time of any split shift or departure from work for personal reasons, by signing in and out on the sheet provided by the Alliance.

It is the employee's responsibility to verify the accuracy of all time recorded. Employees should review their time records at the end of the work week to make sure that they are correct and that all worked hours have been accounted for. All time sheets should be emailed to the Executive Director. If, after the submission of the timesheet any errors or omissions are discovered, they should be brought to the attention of the Executive Director before the end of the workweek. Altering, falsifying, tampering with timesheets, or recording time on another employee's timesheet may result in disciplinary action, up to and including termination of employment.

OVERTIME

On occasion, **nonexempt employees** may be scheduled to work overtime hours. All elective overtime work requires the Executive Director's prior authorization. Overtime compensation is paid to all nonexempt employees in accordance with federal and state wage and hour restrictions. Overtime pay is based on the total of actual hours worked in excess of (40) forty hours in a given workweek.

PROHIBITION AGAINST WORKING OFF THE CLOCK

New Jersey Theatre Alliance is committed to compensating every employee for all work performed. The Alliance prohibits all off the clock work by nonexempt employees and will not

tolerate nonexempt employees who work off the clock, or employees who request that nonexempt employees work off the clock. Employees must not perform any work without compensation. No manager may request, require, or permit nonexempt employees to perform work without compensation.

“Work” means any activity that you are required, requested, or permitted to perform in the interest of the Alliance or for The Alliance’s benefit. “Off the clock work” means any work performed when a nonexempt employee’s time was not recorded and the employee was not paid for the time worked. Examples of prohibited off the clock work include, but are not limited to, performing any work prior to the start of a scheduled shift, after the conclusion of a scheduled shift, or during an unpaid meal break.

If you are a non-exempt employee and you perform work while not on your shift, you must keep track of all time worked and immediately report that time to your supervisor. The Alliance will pay you for all hours worked.

SECTION IV: WORKPLACE POLICIES

PERSONAL APPEARANCE AND DRESS CODE

The Alliance has a business casual dress code. The Alliance recognizes that dress/appearance is part of personal and cultural expression, and we encourage employees to dress in a way that feels comfortable and authentic to themselves, and representative of the professional values of the Alliance. All employees are expected to be dressed appropriately when they are visible to others while working remotely (for example, via Zoom) or when they engage with other individuals, such as members and funders, in person in their capacity as employees of the Alliance. Any questions as to acceptable attire should be brought to the Executive Director.

New Jersey Theatre Alliance supports and complies with New Jersey’s “Create a Respectful and Open Workplace for Natural Hair Act” (CROWN Act). The CROWN Act updates New Jersey’s “Law Against Discrimination” to clarify that prohibited race discrimination includes discrimination on the basis of “traits historically associated with race, including, but not limited to, hair texture, hair type, and protective hairstyles.” As defined in the bill, the term “protective hairstyles” includes, but is not limited to, “such hairstyles as braids, locks, and twists.” This change is intended to remove any confusion or ambiguity over the scope of the Law Against Discrimination and its applicability to race discrimination predicated on such traits.

VIRTUAL WORK ENVIRONMENT

New Jersey Theatre Alliance operates without a physical office space, although we do come together in person at regular intervals to connect, plan, and meet with members and funders. The Alliance transitioned to a remote environment in 2020 and has set up effective tools and communication strategies. **See Appendix A for a description of and expectations for our tools for collaboration.**

REMOTE WORKSPACE EXPECTATIONS

One of the great things about working remotely is the ability to work just about anywhere. You are welcome to work at coffee shops, a family member’s house, or even on the beach. That said, please keep in mind:

- On work days, during online times, **please work in a location with excellent internet connectivity.** If you are unsure of whether you will be able to take a video call or hear a participant, move to a more consistent location.
- When you are on a video call with outside partners or participants (or recording a video presentation), **make sure your visual backdrop and clothing is neutral or represents New Jersey Theatre Alliance values.** Please make sure your audial backdrop is free of loud or distracting sounds.
- When you are on a video call with Alliance staff, please feel free to invite your pet, set up your child to play nearby, go outside, wear sweats, etc. The important thing is that we can see and hear each other without significant distraction, but your environment can be a casual one.
- Please only join a meeting from a car or with your camera off if you are not the lead facilitator of the meeting. Generally speaking, **we do not turn our cameras off to multitask during meetings,** but if you need to turn off your camera to eat, stretch,

wrangle a pet, or otherwise attend to a need that will allow you to be more present and attentive to the meeting, please do so.

MEETING IN PERSON

There are certain things that are easier and better to do together in person. When it is safe to gather, the Alliance will try to get together as a whole team every other week. These meetings may include:

- Team meetings
- Strategy/working retreats
- Group professional development trainings
- Meetings with advisors/committees
- Presentations/workshops/trainings at conferences or other sites
- Attending a performance at a member theatre

All travel costs associated with in-person time are reimbursed or paid directly by the organization.

TRAVEL REIMBURSEMENT

Employees shall be reimbursed for the use of their automobile for Alliance business at \$0.56 per mile.

If an employee travels on Alliance business, they are also eligible for reimbursement or direct payment by the Alliance for services such as lodging, cabs, public transportation, parking, and incidental expenses. Destination address, event detail, and receipts for all expenses should be kept and attached to a reimbursement form upon the employee's return.

When an employee travels to a conference, it is expected that they will stay at the conference hotel at the conference rate and will make every effort to secure the most reasonable price for flights or other transportation options. Per diem for food and other out of pocket expenses while traveling is capped at a maximum of \$40 per day, unless approved in advance by the Executive Director.

PHONE SYSTEM

The Alliance uses an internet-based phone system called Grasshopper to direct business calls to our personal cell phones. Employees should check their Grasshopper voicemail at least once each workday and should use their Alliance phone number (via the Grasshopper App) for outgoing business calls.

PERSONAL EMAIL/PHONE USE

The Alliance's email and phone system is for official business. Personal use during business hours may be used on a limited basis as long as this use does not interfere with the Alliance's regular business. The Alliance may be held liable for comments distributed via email—employees are prohibited to use email for any activities that could result in litigation against the Alliance. Do not assume that emails disappear once they are deleted from your computer. Additional copies could exist on the Alliance's file server, the Internet service

provider's mail server and/or external senders' or recipients' systems. The Alliance owns all email sent and received, and the management of the Alliance may review all messages.

REIMBURSEMENT FOR INTERNET/PHONE/TECHNOLOGY

The Alliance sends stipend payments to all staff to assist with a portion of the cost of internet and cell phone. The current rate is \$55 per month, but that rate is subject to change at the Alliance's discretion. Stipend payments will be paid to employees every three (3) months.

EXPENSE REIMBURSEMENT

To obtain reimbursement for expenses, an employee must complete an Expense Reimbursement Form (See Appendix B). All receipts for expenses incurred must be attached to the Form. **Examples of reimbursable expenses include office supplies, office furniture and equipment (with prior approval by the Executive Director), program supplies, program/meeting hospitality, printing costs, and postage costs.** If an employee prefers to have the Alliance purchase the items directly, they should speak to the Executive Director to coordinate that purchase.

It is understood that occasionally, employees will need to pay the dining/hospitality expenses of guests for the purpose of advancing the Alliance's objectives and will be reimbursed for that expense. In those cases, the employee should clearly mark on their receipt the names of all guests, and the specific purpose for the meeting.

Reimbursements must be submitted within the month the incurred expense occurred.

Since the Alliance is a tax-exempt organization, a Tax Exemption Form must be used for all purchases. Once reimbursement requests are approved by the Executive Director, checks will be distributed every Friday. Reimbursement forms must be submitted no later than Wednesday in order to be paid on the following Friday.

USE OF ALLIANCE EQUIPMENT AND SUPPLIES

Any tools, supplies, and equipment, such as laptops supplied by the Alliance are to be used solely by employees for business purposes. The Alliance prohibits:

- personal use of social media, the internet, email on the Alliance's computers, networks, and other IT resources and communications systems during working time;
- installation of unauthorized software or programs, as this can damage the computers and other software installed by the Alliance;
- removal of any programs or applications from the computer; and
- any other activity that is against the Alliance's policy or contrary to the Alliance's interest.

THE UNAUTHORIZED USE OF COMPUTER SOFTWARE

New Jersey Theatre Alliance licenses the use of computer software from a variety of outside companies. The Alliance does not own this software or its related documentation and, unless authorized by the software manufacturer, does not have the right to reproduce it. Alliance employees who make, acquire or use unauthorized copies of computer software shall be disciplined as appropriate under the circumstances, up to and including termination of employment.

REMOTE SERVER USE

The Alliance's server is hosted by an outside company. Although our personal computers are not physically networked in this remote environment, all Alliance employees have access to the remote server where many years of files are archived and accessible. Employees are welcome to work on the remote server at all times. **If an employee prefers to work outside of the remote server environment, that is fine, but it is essential that important documents, images, and files are regularly saved on the server.**

EMAIL AND INTERNET USE

All employees of the Alliance are provided with an email address and/or electronic devices, such as a computer if needed ("**Electronic Devices**"). Electronic Devices, computer files, the e-mail system, internet access, the voice mail system, and software furnished to employees are the property of the Alliance and are intended primarily for business use. Excessive use of such equipment and systems for personal use is expressly prohibited.

Any and all information stored in the Alliance's equipment and systems (including Electronic Devices) are the property of the Alliance. Accordingly, employees should have no expectation of privacy in any of the Alliance's equipment or systems, or in any data or information stored in such equipment or systems.

All Electronic Devices must be password protected. However, the use of passwords to secure features, including personal passwords, affords no greater expectation of privacy to employees. The Alliance's systems and equipment may be accessed by any agent or representative including a forensic computer expert of the Alliance at any time, with or without advance notice or consent of the employee.

New Jersey Theatre Alliance reserves the right to monitor the usage of its systems by Theatre employees. These rights include retrieving and reading e-mail messages and files, and tracing internet activity. The Alliance also reserves the right to review and monitor the content of all information reviewed and transmitted by employees and automatically saved on the Alliance's systems and the amount of time an employee spends on the Internet engaged in business or non-business activities.

New Jersey Theatre Alliance strictly prohibits use of its systems for the following activities:

- Forwarding any Alliance-related documents to others outside the ordinary course of business.

- The creation, transmittal, or exchange of messages that are defamatory, discriminatory, abusive, sexually oriented, harassing, obscene or threatening.
- The creation, transmittal, or exchange of unapproved advertisements or solicitations.
- The creation, transmittal, or exchange of chain letters.
- The creation, transmittal, or posting of information on Internet blogs for personal use, personal gain or other reasons.
- The creation, transmittal, or exchange of messages for personal gain or fundraising, business, political, charitable or religious activity not sponsored by the Alliance.
- The creation, transmittal, or exchange of information in violation of any federal, state or local law or the Alliance's policy.
- Removing, installing, or modifying any Alliance-installed software or programs without the Alliance's authorization.
- Attempting to circumvent or subvert system or network security measures.
- Accessing files, data, or systems to which express authorization from the owner has not been obtained.
- Transmitting or downloading copyrighted images or text belonging to third parties without the copyright holder's permission.
- Locking or encrypting files without the prior permission of the Alliance.
- Downloading files from unknown or unsecured sites.

Employees observing any misuse of the computers, computer files and e-mail system should immediately report such conduct to the Executive Director.

SOCIAL MEDIA

At the Alliance, we understand that social media can be a fun and rewarding way to share your life and opinions with family, friends, and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities.

All of the Alliance's policies in this Handbook apply to communications made online and in social media. As such, violation of those policies while using social media will result in disciplinary action, up to and including termination of employment. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated. Any of your conduct that adversely affects your job performance, the performance of fellow employees or otherwise adversely affects people who work on behalf of the Alliance or the Alliance's legitimate business interests may result in disciplinary action up to and including termination.

The Alliance has established the following guidelines for appropriate use of social media:

Always be fair and courteous to fellow employees and people who work on behalf of the Alliance. You are more likely to resolve work-related complaints by speaking directly with your co-workers or speaking confidentially with a manager or supervisor than by posting complaints

to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage employees, or that might constitute harassment or bullying. Never post any information or rumors that you know to be false about the Alliance, fellow employees, visitors, or people working on behalf of the Alliance.

Maintain the confidentiality of the Alliance's private or confidential information. You are strictly prohibited from disclosing any trade secrets or confidential information belonging to the Alliance in social media.

When using social media during personal time and while using personal resources, each employee must make it clear in communications that the employee is speaking on their own behalf and not as a spokesperson for the Alliance. If the Alliance is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the Alliance, fellow employees, or others. This does not absolve you from following the rules set forth above.

Employees should not speak to the media on the Alliance's behalf without first speaking with the Executive Director. All media inquiries should be directed to the Executive Director.

This policy is not intended to interfere with an employee's rights to engage in any activity protected by the National Labor Relations Act. If you have questions or need further guidance or clarification on these guidelines, please contact the Executive Director.

EMPLOYEE CONDUCT AND WORK RULES

New Jersey Theatre Alliance expects all employees to conduct themselves in a professional, responsible, and courteous manner. To ensure orderly operations and provide the best possible work environment, the Alliance expects employees to follow certain rules of conduct and behavior that will protect the interests and safety of all employees.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. However, the following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

- Cursing, or directing harassing, abusive, or otherwise vulgar language (including profane, inappropriate, intimidating, or threatening language) to co-workers, visitors, or any other third-parties while representing the Alliance
- Insubordination or other disrespectful conduct to co-workers or visitors
- Theft, destruction, or damage of or to any property of the Alliance, its employees, or visitors
- Falsification or misstatement of facts on time records or other legal documents
- Working under the influence of alcohol or illegal or unauthorized drugs
- Possession, distribution, sale, transfer, or use of alcohol or illegal or unauthorized drugs in the workplace, while on duty or while operating employer-owned vehicles or equipment

- Fighting, threatening, or intimidating behavior, including, but not limited to, sexual harassment
- Disruptive activity
- Negligence or improper conduct leading to damage of Alliance-owned property
- Violation of safety or health rules
- Excessive tardiness
- Excessive absenteeism or any absence without notice
- Unauthorized use of telephones, computers, postage, email system, or other employer-owned equipment
- Unauthorized disclosure of business "secrets" or confidential information
- Violation of personnel policies
- Unsatisfactory performance or conduct

PERFORMANCE EVALUATIONS

Employees will each have a performance review annually to discuss job performance and set goals and expectations for the following year. Dates of employee reviews shall be determined by the Executive Director and Deputy Director. Employees shall complete an evaluation questionnaire prior to the meeting with the Executive and/or Deputy Director.

Additionally, all new employees will participate in a performance review after their first 90 days of employment.

SUPPORTING MEMBER THEATRES' PRODUCTIONS

Employees are expected to be up to date on all activities of the Alliance and are encouraged to attend productions, workshops, events, etc., at member theatres. Employees of the Alliance are entitled to two complimentary tickets to each production at the Alliance's member theatres. If a theatre is unable to offer the complimentary tickets, the Alliance will pay for the tickets with approval by the Executive Director. Mileage to attend performances will be reimbursed and attendance at performances, readings, galas or other public events at member theatres will be considered working hours for Alliance employees.

SELF-CARE

The Alliance encourages all employees to take breaks as needed, full weekends, and work-free vacations so we can all bring our best energy and focus to work. We encourage self-care during the workday including building in time for meals, staying hydrated, getting outside, and stretching/moving.

SECTION V: EMPLOYEE BENEFITS

INSURANCE BENEFITS

The Alliance is proud to provide its employees with a variety of insurance benefits, including group health insurance, vision insurance, and dental insurance. The Alliance hopes to continue to provide such benefits, but it retains the right in its sole discretion to modify, change, or terminate any insurance benefit at any time for any reason. Nothing contained herein shall constitute a promise to provide benefits at any particular cost or level for any specified period of time. Moreover, the benefits to which any employee is eligible are governed by the insurance carrier and the particular insurance policy.

Benefits eligibility is dependent upon a variety of factors, including employee classification. Details and eligibility for these programs can be found in descriptions below.

The following insurance benefit programs are available to eligible full-time employees:

- ☐ Group Health Insurance
- ☐ Dental Insurance
- ☐ Vision Insurance
- ☐ Life Insurance
- ☐ Workers' Compensation Insurance
- ☐ Temporary Disability Insurance
- ☐ New Jersey Family Leave Insurance

The Alliance has the right to change, modify, alter, amend, or terminate any of the insurance benefits or other perquisites of employment at any time for any reason (except for benefits mandated and provided by federal and state law). Any such changes would go into effect for an entire class of employees, not on an individual basis, and not based on individual circumstances or performance. The Alliance also retains the right to change, modify, or terminate its contributions to employees' health care costs. The policy, plan documents or contracts between the Alliance and insurance carriers will govern in all matters related to the group health insurance programs, including the exact coverage and the conditions for coverage. The Alliance will not under any circumstances be liable as an insurer of any of the benefits to employees.

Unless otherwise required by law, an employee who is rehired after separation or termination will be deemed to have commenced employment with the Alliance on the new hire date for purposes of being eligible for the benefits described in this section.

HEALTH AND DENTAL INSURANCE

The Alliance's health insurance plan provides eligible employees and their qualified dependents access to medical and dental insurance benefits. An employee may be eligible to participate in

the group health insurance plan, subject to all terms and conditions of the agreement between the Alliance and the insurance carrier and applicable law. All eligible employees will be permitted to participate in the health insurance plan on the first day of the month following ninety (90) days of employment. Coverage will be effective on the first available enrollment date. **During the first 90 days of employment, an employee may choose to buy into the Alliance health plan, by paying the premium directly or via paycheck deduction.**

The health insurance coverage provided by the Alliance is a benefit to employees. Coverage may be amended, suspended, or revoked at the discretion of the Alliance. The costs to participate in the Alliance's group health plan are currently shared by both the employee and the Alliance. **After the 90 day waiting period, the Alliance will pay 100% of the individual single employee's premium for group health insurance, vision insurance, and dental insurance.** The amount of the employee contribution may be increased at the discretion of the employer. Family coverage for both group health insurance and dental insurance may be requested and paid for by the employee by deduction from the employee's paycheck at the employee's own cost and expense. Completion of a payroll deduction form is required. Employee health insurance contributions are made on a pre-tax basis.

Further details of the health insurance plan are described in the Summary Plan Description (SPD). An SPD and information on cost of coverage will be provided by the insurance company in advance of enrollment to eligible employees.

Eligible employees will be provided with the necessary enrollment forms upon hire. Forms may also be obtained from the Executive Director. Questions concerning coverage or medical bills should be directed to the agent who is underwriting the coverage. The name and telephone number of the agent may be obtained from the Executive Director.

403(b) RETIREMENT PLAN

The Alliance provides a retirement plan for all annual full-time employees. **The Alliance makes a four percent (4%) contribution of the employee's salary to the plan starting on the anniversary date of the employee's first year of employment. The employee needs to participate in the program by contributing at least two percent (2%) of their salary to the plan in order to receive the employer contribution.** An employee may make unmatched voluntary contributions to the Plan, on the completion of their third month of service, up to the maximum allowable under law. The retirement plan is presently provided by TIAA/CREF and this is subject to change at the discretion of the Alliance.

WORKERS' COMPENSATION INSURANCE

The Alliance provides workers' compensation insurance to all employees as required by law. Workers' compensation insurance provides income continuation and medical benefits in the event that an employee sustains a work-related injury. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

To the extent possible under the circumstances, employees who sustain work-related injuries or illnesses should inform the Executive Director immediately, no matter how minor the injury may appear. The failure to report a work-related injury or illness may impact an employee's

entitlement to workers' compensation benefits. In the event of a serious injury, you also may be eligible to receive Social Security benefits.

TEMPORARY DISABILITY INSURANCE

The Alliance provides temporary disability benefits for all employees in accordance with the New Jersey State law. Disability insurance is designed to provide income protection in the event that an employee sustains an illness or injury that is not work-related. In the event of an illness, disability or medical event including giving birth, an individual may be eligible for temporary disability payments from the State of New Jersey. For further information on the eligibility requirements and to obtain the application form, please contact the New Jersey Department of Labor at P.O. Box 110, Trenton, New Jersey 08625-0110, (609)-292-2323, or visit the New Jersey Department of Labor and Workforce Development's website at: <http://lwd.dol.state.nj.us/labor/index.shtml>.

NEW JERSEY FAMILY LEAVE INSURANCE

The State of New Jersey provides Family Leave Insurance benefits to eligible employees. Under the Family Leave Insurance program, employees may be eligible for up to twelve (12) weeks of continuous family leave or eight (8) weeks of intermittent leave. Benefits are payable to covered employees from the New Jersey State Plan to enable an employee to:

- Bond with a newborn child during the first 12 months after the child's birth, if the employee or the spouse, domestic partner, or civil union partner of the employee is a biological parent of the child, or is a parent of the child pursuant to a valid gestational carrier agreement;
- Bond with an adopted or foster child during the first 12 months after the placement of the child for adoption or foster care with the employee;
- Care for a family member with a "serious health condition" supported by a certification provided by a health care provider; or
- Where the employee or the employee's family member has been the victim of domestic violence or sexual assault: (i) seek medical attention for physical or psychological injuries; (ii) obtain services from a victim services organization; (iii) obtain psychological or other counseling; (iv) seek legal assistance for you or your relative; (v) attend, participate in, or prepare for a criminal or civil court proceeding relating to domestic abuse or sexual violence; or (vi) participate in safety planning for temporary or permanent relocation.

For purposes of this policy, "family member" means sibling, grandparent, grandchild, child, spouse, domestic partner, civil union partner, parent-in-law, parent, any other blood relative, and any other individual that the employee shows to have a close association with the employee, which is the equivalent of a family relationship.

For purposes of this policy, "serious health condition" includes an illness caused by an epidemic of a communicable disease, a known or suspected exposure to a communicable disease, or efforts to prevent spread of a communicable disease, which requires in-home care or treatment of the employee or family member of the employee due to: (1) a healthcare provider or the commissioner or other public health authority advising that the employee or family member be

isolated or quarantined because the presence in the community of the employee or family member may jeopardize the health of others; and (2) the recommendation, direction, or order of the provider or authority that the employee or family member be isolated or quarantined as a result of suspected exposure to a communicable disease.

The weekly benefit rate is calculated using an employee's average weekly wage. Each claimant is paid a percentage of their average weekly wage up to the maximum amount payable set for that calendar year. Eligibility for benefits is determined by state law and is not guaranteed to employees. This program is financed by employee contributions.

For more information regarding family leave insurance benefits, you may visit the State of New Jersey website at: <https://myleavebenefits.nj.gov/worker/tdi/>; call the Division of Temporary Disability Insurance's Customer Service Section at 609-292-7060; or write to the Division at: New Jersey Department of Labor and Workforce Development, Division of Temporary Disability and Family Leave Insurance, P.O. Box 387, Trenton, New Jersey 08625-0387.

SECTION VI: LEAVES OF ABSENCES

The Alliance takes the health and well-being of employees seriously. Alliance Employees are encouraged to take their allotted vacation days each year. Likewise, employees should use their sick days to rest, recover, and avoid worsening illness.

VACATION DAYS

Annual vacation is accrued by annual full-time employees on a fiscal year basis. The full allotment of vacation days are available for employees to use beginning July 1 each year, with the expectation that employees will complete the full fiscal year of employment. For new employees who begin their time with the Alliance in a month other than July, and will not complete a full fiscal cycle their first year, a pro-rated allotment is accrued. The amount of vacation entitlement is based on an employee's length of service, per the following schedule:

<i>Employees with up to three years of service (accrued at a rate of 1.25/month)</i>	<i>15 work days</i>
<i>Employees with three to seven years of service (accrued at a rate of 1.67/month)</i>	<i>20 work days</i>
<i>Employees with seven or more years of service (accrued at a rate of 2.08/month)</i>	<i>25 work days</i>

Employees are expected to take their vacation time within the fiscal year in which it is earned. The timing of vacation day usage must be approved by the Executive Director. With the written approval of the Executive Director, employees may carry over a maximum of five (5) vacation days from the previous year's allotment into the next fiscal year. Upon an employee's departure, the employee's vacation days not utilized will be paid out using the following formula: [Number

of vacation days accrued in current fiscal year] + [Number of rolled over vacation days from previous fiscal year] - [Number of vacation days already taken in current fiscal year].

PERSONAL DAYS

Each full-time employee is entitled to two (2) personal days each fiscal year. The dates of use, but not the reason for use, must be approved by the Executive Director. Personal days cannot be carried over to the next fiscal year and are forfeited when an employee departs the Alliance.

SUMMER FRIDAYS

During the months of July and August, Alliance employees may take every other Friday off without using vacation time. This policy is intended to allow for summer to be a time of rejuvenation and self-care assisted by regularly scheduled long weekends. Each year, depending on the workflow of the summer, the Executive Director will decide whether all staff will take the same Fridays (essentially “closing” the Alliance on those days) or if days will be divided between staff members to ensure that someone is available on each Friday. Summer Fridays cannot be “banked” as vacation days for use during the rest of the year.

PAID SICK LEAVE

At the beginning of each benefit year, all full-time employees have fifteen (15) days of paid sick leave. The benefit year is calculated on a fiscal year basis. Part-time employees accrue earned sick leave at the rate of 1 hour per 30 hours worked, up to 40 accrued hours/year.

Paid sick leave may be used by full-time and part-time employees for any of the following reasons:

- your own medical diagnosis, care, or treatment (including preventive care);
- to care for a family member who is ill or requires preventive care;
- if the Alliance or your child’s school or childcare provider closes for a public health emergency;
- if a public health authority determines that the presence in the community of you or your family member would jeopardize the health of others;
- to attend a school-related event for your child when requested or required by the school; or
- when you or a family member has been the victim of domestic or sexual violence in order for you to obtain medical attention, services from a victim services organization, psychological or other counseling, relocation, or legal services in connection with the domestic or sexual violence offense; or
- when an employee is unable to work because:
 - Their workplace, or the school or place of care of a child of the employee has been closed by order of a public official;
 - The Governor has declared a state of emergency due to an epidemic or public health emergency;
 - A health care provider or the Commissioner of Health or other public health authority issues a determination that the employee’s (or a member of the

- employee's family) presence in the community of the employee, in need of care by the employee, would jeopardize the health of others;
- A healthcare provider or the Commissioner of Health or other authorized public official recommends, directs, or orders the employee to undergo isolation or quarantine, as a result of suspected exposure to a communicable disease and a finding by the provider or authority that the presence in the community of the employee would jeopardize the health of others; or
- A healthcare provider or the Commissioner of Health or other authorized public official recommends, directs, or orders the employee's family member to quarantine, as a result of suspected exposure to a communicable disease and a finding by the provider or authority that the presence in the community of family member would jeopardize the health of others and the employee is caring for said family member during quarantine.
- Other personal issues

For purposes of this policy, "family member" means your child, spouse, domestic partner, civil union partner, parent, sibling, grandchild, grandparent; your parent's spouse, domestic partner, or civil union partner; your grandparent's spouse, domestic partner, or civil union partner; a sibling of your spouse, domestic partner, or civil union partner; any other individual related to you by blood; and any other individual with whom you closely associate in the equivalent of a family relationship.

Unused sick leave will not be paid out at the end of the calendar year or upon termination of employment.

Earned sick leave (up to 40 hours annually) for part-time employees will be calculated based on the employee's base pay rate at the time of absence. If an employee uses earned sick leave during hours that would have been overtime if worked, the employee will not be paid the overtime rate, but instead will be paid the normal rate of pay.

Where the need to use earned sick leave is foreseeable, an employee must provide seven (7) days' advance notice by speaking with their supervisor about their intention to use sick leave. Where the need to use earned sick leave is not foreseeable, an employee must provide notice of the need to use sick leave to their supervisor as soon as practicable.

On the first occasion that this procedure is not followed, sick time will be charged for the absence. For any subsequent occasions, the Alliance may not pay an employee for the unexcused absence. The unauthorized or misuse of sick time and/or patterned absenteeism may result in disciplinary action, up to and including termination of employment.

After an employee uses sick leave for three (3) consecutive days, the Alliance reserves the right to require them to provide reasonable documentation that the leave was permitted under this policy. When an employee's reason for taking leave is medical care for themselves or a family member, a health care provider's note may be required. When an employee's reason for taking leave is obtaining services as a victim of domestic or sexual violence, any of the following is sufficient documentation: a law enforcement agency record or report; a court order;

documentation that the perpetrator of the domestic or sexual violence has been convicted of a domestic or sexual violence offense; a note from a victim services organization; or a note from a social worker, counselor, member of the clergy, shelter worker, health care provider, attorney, or other professional who has assisted with the situation.

HOLIDAYS

The Alliance will grant paid holiday time off to all eligible employees for the holidays recognized by the Alliance. The Alliance provides employees with twelve (12) paid holidays annually. The following holidays are those generally observed:

- New Year's Day (January 1)
- Martin Luther King, Jr. Day (third Monday of January)
- President's Day (third Monday in February)
- Good Friday
- Memorial Day (last Monday in May)
- Juneteenth (June 19)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Indigenous People's Day (second Monday in October)
- Thanksgiving (fourth Thursday in November)
- Friday after Thanksgiving
- Christmas Eve through and including New Year's Day

In addition, the Alliance offers one (1) floating holiday, which will be set by the employee at the beginning of each fiscal year.

All full-time employees will be granted paid holiday time off.

For part-time employees, holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have been scheduled to work on that day. To be eligible for holiday pay, part-time employees must work the last scheduled day immediately preceding and the first scheduled day immediately following the holiday.

A recognized holiday that falls on a Saturday may be observed on the preceding Friday. A recognized holiday that falls on a Sunday may be observed on the following Monday. If a recognized holiday falls during an eligible part-time employee's use of PTO, the day will be considered a holiday and paid holiday benefits will be provided instead of the paid PTO benefits (which would otherwise have applied).

If additional time is needed due to travel connected to the holiday that time will be charged against the employee's earned and available PTO.

Paid time off for holidays will not be counted as hours worked for the purposes of determining whether overtime pay is owed for the week during which the holiday occurs.

PARENTAL LEAVE

New Jersey Theatre Alliance offers six weeks of paid parental leave for an employee of any gender who has been with the Alliance for at least three (3) years and is welcoming a child into their home through birth, adoption, or foster care. Employees who have been with the Alliance between one (1) and three (3) years are eligible for the same number of weeks at 50% of their pay rate.

We support and encourage all employees welcoming a child into their home to also use the state Family Leave Insurance and Temporary Disability Insurance to which they are entitled as part of their parental leave. Those benefits may be used consecutively or concurrently as desired by the employee. The Alliance will continue to provide medical insurance during unpaid parental leave. Parental leave duration must be approved by the Executive Director.

BEREAVEMENT LEAVE

All employees are eligible for paid leave for five days of bereavement in the event of the death of an immediate family member. Bereavement leave may also be used in the event of a pregnancy loss/miscarriage for the employee or their partner. Any time taken will be considered Vacation when related to the death of a person not part of the employee's immediate family.

An “immediate family member” is defined as the employee's spouse, civil union or domestic partner; parent, child, sibling; the employee's spouse's, civil union or domestic partner's parent, child, or sibling; the employee's child's spouse; grandparents or grandchildren.

Full-time employees who wish to take bereavement leave should notify the Executive Director immediately.

Employees who are eligible for but do not take bereavement leave will not be paid in lieu of taking such leave.

JURY DUTY LEAVE

The Alliance encourages employees to fulfill their civic responsibilities by serving jury duty when required. Jury duty leave is unpaid for part-time employees unless otherwise required by law. Employees must show the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate their absence. Either the Alliance or the employee may request an excuse from jury duty if, in the Alliance's judgment, the employee's absence would create serious operational difficulties. The Alliance reserves the right to request proof of jury service issued by the court upon the employee's return to work.

An employee is expected to report for work whenever the court schedule permits. If you report for jury duty and are dismissed early, you are expected to report to work for the remainder of the day. Additionally, if you are told not to report to court on any day during your jury duty leave, you are required to report to work as normal.

VOTING/POLL WORKING

We encourage all employees to participate in our democracy. Employees are encouraged to vote before or after work when possible, but are entitled to take the hours necessary to complete the voting process in the case of long lines or other disruptions at the polls without losing pay or using other PTO. An employee who chooses to participate as a poll worker on election day is entitled to time off with pay for that day, pending approval of the schedule by the Executive Director. If an employee would like to take Election day off to volunteer for a specific candidate or party, they may use personal or vacation days.

EMERGENCY RESPONDER LEAVE

The Alliance will not terminate, dismiss, or suspend any employee who is unable to report to work because the employee is serving as a protected volunteer emergency responder during a state of emergency declared by the President of the United States or the State of New Jersey, or because the employee is actively engaged in responding to an emergency alarm. An employee will not be protected if, by law or contract, they are an essential employee. An employee requesting emergency responder leave is required to provide the Alliance with the following:

- Notice that the employee is providing emergency services at least one (1) hour before the employee is scheduled to report to work; and
- A certification from the incident commander, or other official or officer in charge, stating that the employee was actively engaged in, and necessary for, providing emergency services, and the date and time the employee was relieved from emergency duty, as well as a copy of the incident report, when the employee returns to work.

MILITARY LEAVE

The Alliance grants employees unpaid leave for uniformed service in accordance with applicable federal and state law. Any employee who needs time off for uniformed service is to immediately notify the Executive Director. If an employee is unable to provide notice prior to leaving for uniformed service, then a family member should notify the Executive Director as soon as practical.

Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable one depending on the length of military service in accordance with applicable federal and state laws. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service.

FAMILY MEDICAL LEAVE (FMLA)

Although not required by law due to the number of employees in the organization, New Jersey Theatre Alliance may honor the Family Medical Leave Act on a case by case basis. FMLA guarantees that a full-time employee with one (1) or more years of service may return to their job after up to 12 weeks of unpaid medical leave to care for themselves or a family member. More information on the FMLA may be found here: <https://www.dol.gov/agencies/whd/fmla>

PERSONAL LEAVE OF ABSENCE

In rare circumstances, where an employee requires a leave of absence not covered by policies above, the Alliance may grant an unpaid personal Leave of Absence (LOA) policy for up to 45

days within any 12-month period. The calculation of the 45 days need not be consecutive. The Alliance will consider and review all written requests for LOA from all full time and regular part time employees with at least three (3) years of active service. Employees must use up all vacation and personal time before utilizing a Personal Leave of Absence.

Where federal, state, and/or local laws contain mandatory requirements which are not preempted by federal laws or regulations and which differ from the provisions of this section, such legal requirements will prevail. Questions concerning applicability of state and/or local laws should be directed to the Executive Director.

This section will be administered without regard to race, color, religious creed, national origin, nationality, sex, ancestry, marital status, civil union status, domestic partnership status, familial status, disability, affectional or sexual orientation, gender identity or expression, genetic information, refusal to submit to a genetic test or make available the results of a genetic test, atypical heredity cellular or blood trait, age, pregnancy or breastfeeding or other protected status. Likewise, the Alliance will not discriminate against any military veterans or those subject to military service.

This section does not constitute a contract by the Alliance to provide any Leave of Absence (LOA) to its employees. Any period of LOA is provided at the Alliance's sole discretion.

LOA is a formal arrangement approved in advance for a period of absence without pay, for the purpose of protecting an employee's service. An LOA will not constitute a break in employee's records of continuous employment provided the employee is reinstated at or prior to the expiration date of the leave.

The duration of a leave is based on the type of leave. The duration of the leave is not less than two (2) weeks and not more than 45 days. However, if the circumstances warrant, the Company, in its discretion, may extend a LOA beyond 45 days.

Before recommending/granting an LOA, the effect of an employee's absence on present and/or anticipated business needs of the Alliance shall be considered. In evaluating all unpaid leave requests, the Alliance may consider the following factors:

- Reason for leave
- Employee's length of service
- Employee's job performance
- Attendance records
- Effect on the Alliance's operational requirements
- Any other factor the Alliance finds relevant.

Medical insurance benefits will continue to be provided for the duration of a Leave of Absence. The employee contribution will continue to be paid by the employee on an agreed upon schedule, prior to the start of the leave. All other benefits, including accrual of sick days, will cease until active employment begins again.

At the conclusion of an approved leave, the employee will be reinstated to their former position or to a position of like status, seniority and pay, unless circumstances have changed to make it unreasonable, if not impossible, to do so.

An employee on a leave who fails to return to work at the end of the approved leave duration will be terminated effective their last day of work or paid leave (vacation, sick or personal) whichever is later.

All requests for a LOA must be submitted in writing with supporting documents (if necessary) to the Executive Director. Requests must be made thirty (30) days in advance if feasible.

The Alliance complies with all federal and state laws. Due to varying state and federal laws governing various types of leaves of absence, specific policy guidelines have been established in an effort to encompass those laws. However, in practical application, whichever policy proves more beneficial to the employee (state, federal or Company) and provided it is within the governing law, that policy will take precedence.

SECTION VII: LEAVING THE ALLIANCE’S EMPLOYMENT

TERMINATION OF EMPLOYMENT

Since employment with the Alliance is at-will and based on mutual consent, both the employee and the Alliance have the right to terminate the employment relationship, with or without cause, at any time.

An employee’s last paycheck will be mailed to the employee after their last day of work. Employees whose employment has terminated are required to make sure that the Alliance has the correct mailing address to which the last paycheck should be mailed.

Former employees should notify the Alliance if their address changes during the calendar year in which termination occurs so that tax information may be sent to the proper address.

RESIGNATION

Any employee deciding to resign from employment with the Alliance is requested to give at least two (2) weeks’ advance notice of their resignation.

RETURN OF PROPERTY

Upon termination for any reason, employees are responsible for returning all Alliance property, equipment, materials, or written information issued to them or in their possession or control.

Upon termination of employment with Employer, at the request of Employer, Employee agrees to sign and deliver the “Certification of Return and Reaffirmation of Post-Termination Obligations (“Certification of Return”),” attached as Exhibit A, wherein Employee shall certify that all of the Alliance’s property has been surrendered upon termination of employment.

The Alliance may also take all action deemed appropriate and necessary to recover or protect its property.

UNEMPLOYMENT COMPENSATION

Employees may be eligible for unemployment compensation upon termination of employment with the Alliance. The New Jersey State Department of Labor and Workforce Development will determine unemployment compensation eligibility. An employee should apply for benefits through the local State Unemployment Office as soon as they become unemployed.

EMPLOYEE ACKNOWLEDGEMENT FORM

The employee handbook (this “**Handbook**”) describes important information about New Jersey Theatre Alliance (“**Alliance**”), and I understand that I should consult the Executive Director or _____ regarding any questions not answered in the Handbook.

I have received this Handbook and I understand that it is my responsibility to read and comply with the policies contained in this Handbook and any revisions made to it.

Since the information, policies and benefits described here are necessarily subject to change, I acknowledge that revisions to the Handbook may occur. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify or eliminate existing policies. Only the Executive Director of the Alliance has the ability to adopt any revisions to the policies in this Handbook.

I have read this Handbook and understand that my employment relationship with the Alliance is voluntary and terminable at any time at the will of the Alliance or myself, with or without cause and with or without advance notice. I further understand that this Handbook provides no contractual rights, express or implied, and that no employee or representative of the Alliance other than the Executive Director has the authority to enter into any agreement extending the employment of any employee for any specified period of time or to make any agreement contrary to the foregoing.

EMPLOYEE’S SIGNATURE

DATE

EMPLOYEE’S NAME (TYPED OR PRINTED)

**CERTIFICATION OF RETURN AND REAFFIRMATION
OF POST-TERMINATION OBLIGATIONS**

By signing below, I represent that I have returned all property belonging to New Jersey Theatre Alliance (“**Alliance**”) in my possession, custody, and control, regardless of the form or format of any such property, and that I have not retained any originals or copies of any information belonging to the Alliance. I understand that the Alliance’s property includes, but is not limited to, documents, copies, electronic information, emails, equipment, keys, passwords, access codes, Employee Handbook, Alliance laptop, and any other property or confidential information belonging to the Alliance.

I hereby represent that on or before my last day, I have specifically returned the following items:

- ☐ Computer/laptop
 - ☐ Mobile Phone
 - ☐ Keys/access cards
 - ☐ Security codes/passwords
 - ☐ Theatre credit card
 - ☐ Theatre car
 - ☐ Other equipment (please list) _____
-
- ☐ Other information (please list) _____
-

NAME: _____

SIGNATURE: _____

DATE: _____

APPENDIX A: TOOLS FOR REMOTE COLLABORATION

The Alliance uses a host of online tools to work collaboratively. Here are a few key tools we all agree to use together:

- **Google Calendars:** Each employee has a personal calendar, set up with their Alliance email address. **The Alliance shares our calendars with the rest of the staff so that the Alliance can see the details of when employees are each busy/available, when someone has booked a Zoom call, and the scope/topic of meetings that person is part of.** The Alliance uses the ability to see one another's calendars to make scheduling meetings a more streamlined process, and the Alliance uses calendar invitations to set meetings with each other and with outside parties. Employees are welcome to keep personal events on their work calendar, and have the option to mark events as private if they wish.
- **Salesforce:** Salesforce is the Alliance's Customer Relations Manager (CRM) database. The Alliance primarily uses it to track the history of donations from individuals and organizations, but the Alliance also uses it to keep track of contact information for member theatre staff, community partners, and others. Salesforce can seem very overwhelming, but it is an extremely useful and powerful tool. The more that the full team can be comfortable looking up and inputting information, the better. Salesforce should be the primary location where contact information and donation history is kept, and exported into other tools such as Mailchimp or spreadsheets so we are not updating in multiple locations
- **The Alliance's Remote Server:** the Alliance's server is hosted by an outside company. Although our personal computers are not physically networked in this remote environment, all Alliance employees have access to the remote server where many years of files are archived and accessible. Employees are welcome to work on the remote server at all times. If employees prefer to work outside of the remote server environment, that is fine, but it is essential that important documents, images, and files are saved on the server.
- **Zoom:** Zoom is our primary video conferencing platform. The Alliance currently can host two Zoom meetings at a time. The Alliance has team meetings, field calls, roundtables, Access Thursdays, and many other meetings via Zoom.
- **Salsa Engage:** The Alliance uses Salsa Engage to send email campaigns to various constituencies. Salsa pulls directly from Salesforce data to create lists. In order for Salsa to be an effective communication tool, we must keep our Salesforce data up to date and accurate.
- **SurveyMonkey:** The Alliance uses SurveyMonkey for certain event registrations, field surveys, Stages Festival applications, and other programs.

- **Texting:** Although the Alliance most often uses email, Zoom, and Monday.com to communicate, Alliance employees also occasionally texts each other on our personal cell phones. This is particularly valuable when you want to make sure someone sees your question quickly, or to check in about when would be a good time to speak by phone. Generally speaking it can be difficult to catch someone on their phone because we are all in so many meetings, but a brief text to set a call can be a great way to connect.

A few notes for using these and other tools:

- **If you don't know how to use a tool, ask and learn.** The Alliance chose these tools because we think they're efficient, effective, and user-friendly. If something is not working for you, bring it up and we can hopefully help you have a better experience.
- **Default to these shared tools.** While it is fine to use your own favorite tools for specific solo activities, it's essential that you use the server to store documents, track tasks in Monday.com, keep your Google calendar updated, and learn the basics of Salesforce. The more Alliance employees use the same collaborative tools, the more we can understand and support each other in our work.
- **Practice good data security.** Use secure passwords. Don't log on to insecure wifi hotspots or read off the company credit card over the phone in a public space. While the Alliance encourages employees to work wherever is best for them, be aware that in public spaces and on public wifi, you are more exposed than in an office.
- **Account for extra time for decision-making.** The Alliance will not always be able to make a decision together in real time, and it may take a little extra time to connect as a team before we move forward on a project.

APPENDIX B: REIMBURSEMENT REQUEST FORM



Check Request Form

Today's Date: _____

Make Check Payable To: _____

Address: _____

Program	Description	Amount	*Account	*Class
TOTAL				

Requested by: _____ Date: _____ Signature: _____

Approved by: _____ Date: _____ Denied by: _____

_____ Date: _____

*Office Use Only

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