



**STRAWBERRY  
BANKE** PORTSMOUTH  
NEW HAMPSHIRE

**Strawbery Banke Museum**

**EMPLOYEE HANDBOOK**

**Updated: June 4, 2021**

# TABLE of CONTENTS

## CORE POLICIES

**Error! Bookmark not defined.**

1.0 WELCOME	4
1.1 A Welcome Policy	4
1.2 At-Will Employment	4
2.0 INTRODUCTORY LANGUAGE AND POLICIES	5
2.1 About the Organization	5
2.2 Organization Facilities	5
2.3 Ethics Code	5
2.4 Strategic Framework, Mission, and Vision Statements	6
2.5 Categories of Employment	6
2.6 Revisions to Handbook	7
3.0 HIRING AND ORIENTATION POLICIES	7
3.1 Equal Employment Opportunity (EEO) Statement and Anti-Harassment Policy	7
3.2 Conflicts of Interest	9
3.3 Employment of Relatives and Friends	11
3.4 Job Descriptions	11
3.5 Training Program	11
3.6 Employment Authorization Verification	11
3.7 Disability Accommodation	12
3.8 Religious Accommodation	12
4.0 WAGE AND HOUR POLICIES	12
4.1 Attendance Policy	12
4.2 Job Abandonment	13
4.3 Business Expenses Policy	13
4.4 Travel Expenses	13
4.5 Introduction to Wage and Hour Policies	15
4.6 Pay Period	15
4.7 Recording Time	15
4.8 Overtime	16
4.9 Required Annual Special Events Policy for Year-Round Employees	17
4.10 Travel Time Pay	18
4.11 Meal and Rest Periods Policy	19
4.12 Accommodations for Nursing Parents	19
4.13 Paycheck Deductions	20
4.14 Direct Deposit	20
4.15 On Call	20
4.16 Use of Employer Credit Cards	20
4.17 Wage Disclosure Protection	21
5.0 PERFORMANCE, DISCIPLINE, LAYOFF, AND TERMINATION	21
5.1 Standards of Conduct	21
5.2 Open Door / Conflict Resolution Policy	22
5.3 Pay Raises	22
5.4 Performance Evaluation and Improvement Plans	22
5.5 Disciplinary Process	23
5.6 Criminal Activity / Arrests	23
5.7 Promotions	23
5.8 Exit Interview	23
5.9 Postemployment References	24
5.10 Resignation Policy	24
6.0 GENERAL POLICIES	24
6.1 Connecting with SBM Visitors and Mission	24
6.2 Whistleblower Protection Policy	25
6.3 Photo and Publicity Release Form	26
6.4 Authorization for Use of Personal Vehicle	26
6.5 Use of Employer Vehicles	27
6.6 Bulletin Boards	27
6.7 Computer Security and Copying of Software	27
6.8 Employer-Sponsored Social Events	28
6.9 Employer-Provided Cell Phone/Mobile Device Policy	28
6.10 Personal Cell Phone/Mobile Device Use	28
6.11 Nonsolicitation/Nondistribution Policy	29

6.12	Off-Duty Use of Employer Property or Premises	29
6.13	Personal Appearance	29
6.14	Personal Data Changes	30
6.15	Access to Personnel and Medical Records Files	30
6.16	Security	31
6.17	Contact with the Media	31
6.18	Social Media Policy	31
6.19	Suggestion Policy	32
6.20	Telecommuting/Remote Work	33
6.21	Third-Party Disclosures	33
6.22	Use of Company Technology	33
6.23	Care of Equipment	34
6.24	Good Housekeeping	34
6.25	Recycling and Waste Prevention	34
6.26	Workplace Privacy and Right to Inspect	35
7.0	BENEFITS	35
7.1	Summary of Benefits	35
7.2	Health Insurance Policy	36
7.3	Dental Insurance	36
7.4	Vision Care Insurance	36
7.5	Health Reimbursement Arrangement (HRA)	36
7.6	Flexible Spending Account (FSA)	36
7.7	Life Insurance	37
7.8	Employer-Sponsored Disability Benefits	37
7.9	Workers' Compensation Insurance Policy	37
7.10	403(b) Retirement Plan	38
7.11	Employee Assistance Program (EAP)	38
7.12	Additional Benefits	38
7.13	Parking	39
7.14	Paid Time Off (PTO)	39
7.15	Holidays	40
7.16	Bereavement Leave	40
7.17	Personal Leave of Absence	41
7.18	Social Security	42
7.19	Unemployment Compensation Insurance Policy	42
7.20	Continuing Education Policy and Tuition Assistance	42
7.21	Severance Pay	42
7.22	Family and Medical Leave Act (FMLA)	42
7.23	Paid Parental and Short-Term Disability Leave	49
7.24	Pregnancy Disability Leave Policy	50
7.25	COVID-19 Self-Quarantine Policy	51
7.26	Military Leave (USERRA)	53
7.27	Jury Duty Leave	54
7.28	Crime Victim Leave Policy	54
7.29	Emergency Services Leave	54
7.30	Voting Leave	54
7.31	Consolidated Omnibus Budget Reconciliation Act (COBRA)	55
8.0	SAFETY AND LOSS PREVENTION	55
8.1	General Safety Policy	55
8.2	Reporting Thefts	55
8.3	Business Closure and Emergencies	55
8.4	Drug-Free Workplace Act and Policy	57
8.5	Nonsmoking Policy	58
8.6	Concealed Weapons	59
8.7	Policy Against Workplace Violence	59
9.0	TRADE SECRETS AND INVENTIONS	60
9.1	Confidentiality and Nondisclosure of Trade Secrets	60
9.2	Inventions	60
10.0	VISITOR RELATIONS AND MISSION KNOWLEDGE	60
10.1	Visitor Relations	60
10.2	Products, Services, and Mission Knowledge	61
	<b>CLOSING STATEMENT</b>	61
	<b>ACKNOWLEDGMENT OF RECEIPT AND REVIEW</b>	62

# Core Policies

## 1.0 Welcome

### 1.1 A Welcome Policy

Welcome!

This Employee Handbook has been developed to help you become acquainted with Strawberry Banke Museum's policies and procedures that are integral to the success of the organization and its employees.

As an employee of Strawberry Banke Museum, the importance of your contributions cannot be overstated. Our goal is for your employment with us to be mutually beneficial and gratifying.

Strawberry Banke Museum, hereafter referred to as "SBM," complies with all federal and state employment laws, and this handbook generally reflects those laws. SBM also complies with any applicable local laws, although there may not be an express written policy regarding those laws contained in the handbook.

The employment policies and/or benefits summaries in this handbook are written for all staff members.

Please take the time now to read this handbook carefully. Sign the acknowledgment at the end to show that you have read, understood, and agree to the contents of this handbook, which sets out the basic rules and guidelines concerning your employment. This handbook supersedes any previously issued handbooks or policy statements dealing with the subjects discussed herein. SBM reserves the right to interpret, modify, or supplement the provisions of this handbook at any time. Neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. Please understand that no employee handbook can address every situation in the workplace.

If you have questions about your employment or any provisions in this handbook, contact the President & CEO or Human Resources.

We are glad you have joined us, we look forward to working with you, and we wish you success in your employment here at Strawberry Banke Museum!

All the best,

Lawrence J. Yerdon  
President & CEO  
Strawberry Banke Museum

### 1.2 At-Will Employment

Your employment with Strawberry Banke Museum is on an "at-will" basis. This means your employment may be terminated at any time, with or without notice and with or without cause. Likewise, we respect your right to leave SBM at any time, with or without notice and with or without cause.

Nothing in this handbook or any other SBM document should be understood as creating a contract, guaranteed or continued employment, a right to termination only "for cause," or any other guarantee of continued benefits or employment. Only the President & CEO has the authority to make promises or negotiate with regard to guaranteed or continued employment, and any such promises are only effective if placed in writing and signed by the President & CEO.

If a written contract between you and SBM is inconsistent with this handbook, the written contract is controlling.

Nothing in this handbook will be interpreted, applied, or enforced to interfere with, restrain, or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act.

## **2.0 Introductory Language and Policies**

### **2.1 About the Organization**

Strawbery Banke Museum, in the heart of historic downtown Portsmouth, New Hampshire, is a 10-acre outdoor history museum dedicated to bringing 300+ years of American history to life. The museum is a place for children, adults, multigenerational families, and groups to gather to explore heritage gardens, historic buildings, crafts, preservation programs, hands-on activities, stories told by costumed roleplayers, third-person interpreters, and changing exhibits that offer hours of fun and discovery. The museum's restored buildings and open space invite visitors to immerse themselves in the past. Each year, the museum welcomes 110,000 visitors, members, schoolchildren, and volunteers who love New Hampshire history for daily programs, exhibits, skating, and signature special events throughout the year.

### **2.2 Organization Facilities**

View or download a site map of the museum [here](#).

A visit to the museum begins in the TYCO Visitors Center (TVC), located next to the main parking lot at [14 Hancock Street, Portsmouth, New Hampshire](#). The TVC holds the main ticket desk and provides an orientation film and greeters with maps and suggestions for visitors' self-guided tours. The TVC also provides ADA-accessible restrooms, a café and outdoor terrace, and the Muriel Howells Lecture Hall, where many of the museum's and other organizations' programs are presented.

### **2.3 Ethics Code**

SBM adheres to the highest legal and ethical standards applicable in our business. SBM's business is conducted in the strict observance of both the letter and spirit of all applicable laws, and the integrity of each employee is of utmost importance.

Employees of SBM shall conduct their personal affairs in such a fashion that their duties and responsibilities to SBM are not jeopardized and/or legal questions do not arise with respect to their association or work with SBM.

SBM will conduct business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services, products, and operations and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound business judgment. Our managers and staff members are expected to adhere to high standards of business and personal integrity as a representation of our business practices, at all times consistent with their duty of loyalty to SBM.

We expect that officers, directors, and staff members will not knowingly misrepresent SBM and will not speak on behalf of SBM unless specifically authorized. The confidentiality of trade secrets, proprietary information, and similar confidential commercially sensitive information (e.g., financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) about SBM or operations, or that of our customers or partners, is to be treated with discretion and only disseminated on a need-to-know basis (see policies relating to privacy).

Violation of the Code of Ethics can result in discipline, up to and including termination of employment. The degree of discipline imposed may be influenced by the existence of voluntary disclosure of any ethical violation and whether or not the violator cooperated in any subsequent investigation.

## 2.4 Strategic Framework, Mission and Vision Statements

### Strategic Framework

Strawbery Banke Museum:

*A place to learn;  
A place to gather;  
A place to preserve.*

### Mission Statement

*To promote understanding of the lives of individuals and the value of community through encounters with the history and ongoing preservation of a New England waterfront neighborhood.*

Toward that goal, Strawbery Banke Museum:

- Preserves for today's visitors and for future generations, historic buildings, cultural landscapes, objects, and other materials pertinent to its mission.
- Conducts research aimed at placing local developments within the broader context of city, state, and national history.
- Disseminates the results of that research to the public through exhibitions, publications, demonstrations, tours, symposia, workshops, and other educational activities and programs.

### Vision Statement

*We bring history and people together for delight, discovery, and learning.*

In doing so, Strawbery Banke Museum will:

- Stand for excellence and entrepreneurship in every aspect of the operation — programs, collections, preservation, and management;  
Champion the primacy of the visitor experience and use innovative and traditional methods to provide life-changing and inspirational learning experiences based on authentic objects, stories, and ideas;
- Inspire the Seacoast community with awareness of our collective past, and work together to preserve our cultural and built heritage;
- Serve as a destination where engaging activities connect visitors to our common local, regional, and national past; and
- Provide lifelong learning experiences incorporating the needs of learners and the community.

## 2.5 Categories of Employment

- **FULL-TIME YEAR-ROUND EMPLOYEES** (also hereafter referred to as “regular full-time”) regularly work a 30-40 hour workweek year-round (as defined in offer of employment). Unless stated otherwise or specifically permitted by law, all the benefits provided to staff members at Strawbery Banke Museum are for regular full-time staff members only. This includes vacation, holiday pay, health insurance, and other benefits coverage.
- **PART-TIME YEAR-ROUND EMPLOYEES** regularly work fewer than 30 hours each week. Part-time staff members are not eligible for Strawbery Banke Museum benefits unless specified otherwise in this handbook, in the benefit plan summaries, or specifically permitted by law.
- **SEASONAL EMPLOYEES** are hired for a specific period or specific work project, not to exceed 9 months in duration. Strawbery Banke Museum reserves the right to extend the duration of seasonal employment where necessary, as mutually agreed upon with the seasonal employee. Seasonal employees are not eligible for benefits unless specified otherwise in this handbook or in the benefit plan summaries, or specifically permitted by law.

In addition to the preceding categories, employees are also categorized as exempt or nonexempt.

- **NONEXEMPT EMPLOYEES** are entitled to overtime pay as required by applicable federal and state law.

If you are classified as nonexempt at the time of your hiring, you will be eligible for minimum wage and overtime pay in accordance with federal, state, and local laws. If you have a question regarding whether you are exempt or nonexempt, contact your supervisor or Human Resources for clarification.

- **EXEMPT EMPLOYEES** — Pursuant to applicable federal and state laws, exempt employees are not entitled to overtime pay, and are not subject to certain deductions to their salary under Strawberry Banke's policies.

If you are classified as exempt at the time of your hiring, you are not eligible for overtime pay as otherwise required by federal, state, or local laws. If you have a question regarding whether you are exempt or nonexempt, contact your supervisor or Human Resources for clarification.

Upon hire, your supervisor and/or Human Resources will notify you of your employment classification.

## **2.6 Revisions to Handbook**

This handbook is our attempt to keep you informed of the terms and conditions of your employment, including Strawberry Banke Museum policies and procedures. The handbook is not a contract. SBM reserves the right to revise, add, or delete from this handbook as we determine to be in our best interest, except the policy concerning at-will employment. When changes are made to the policies and guidelines contained herein, we will endeavor to communicate them in a timely fashion, typically in a written supplement to the handbook or in a posting on company bulletin boards.

## **3.0 Hiring and Orientation Policies**

### **3.1 Equal Employment Opportunity (EEO) Statement and Anti-Harassment Policy**

#### *Equal Opportunity Statement*

Strawberry Banke Museum is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age, race, color, marital status, national origin, ancestry, religious creed, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), crime victim status, veteran status, uniformed service member status, or any other status protected by federal, state, or local laws. SBM is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

SBM will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. SBM will take appropriate corrective action, if and when warranted. SBM prohibits retaliation against staff members who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your supervisor, Human Resources, or any other member of management.

#### *Policy for a Commitment to Inclusion, Diversity, Equity, and Accessibility*

SBM strives to create a welcoming environment to all visitors, staff, interns, volunteers, Trustees, and our community at large regardless of race, color, religion, national or ethnic origin, age, disability, sex, sexual orientation, gender identity and expression, veteran status or other. SBM uses the past to understand the present, to develop our ability to think critically, and to take an active approach to making some much needed systemic changes.

SBM is committed to fostering a workplace that is truly equitable, inclusive, and accessible for a diverse group of staff, volunteers, and visitors. It is an essential requirement that every SBM staff member actively contributes to a culture of empathy, dignity, trust, and respect. Each person at SBM agrees to proactively prevent and address issues such as unconscious bias, harassment, gender disparity, racial inequity, political divisiveness, and barriers to accessibility.

In 2020, Strawberry Banke Museum formed the Inclusion, Diversity, Equity, and Accessibility (IDEA) Task Force to take action in areas of inclusivity, diversity, equity, and accessibility for all visitors, staff and the community at large. With staff participation and leadership, the museum continuously works to include a wide range of important initiatives that uphold the museum's mission: "To promote the understanding of the lives of individuals and the value of community through encounters with the history and ongoing preservation of a New England waterfront neighborhood."

### *Policy Against Workplace Harassment*

Strawberry Banke Museum has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age, race, color, marital status, national origin, ancestry, religious creed, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), crime victim status, veteran status, uniformed service member status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, staff members, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

### *Sexual Harassment*

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as 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 work environment.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that such interest is unwelcome;
- Retaliating against another for refusing a sexual advance or for reporting an incident of possible sexual harassment to SBM or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults, or blocking or impeding movements.

### *Other Harassment*

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion toward an individual because of the individual's age, race, color, marital status, national origin, ancestry, religious creed, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), crime victim status, veteran status, uniformed service member status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the protected categories listed above;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the protected categories listed above and that is placed on walls, bulletin boards, or elsewhere on our premises; shared via email or voicemail; or circulated in the workplace;
- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

### Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify the Director of Human Resources or any member of management.

SBM prohibits retaliation against staff members who, based on a reasonable belief, provide information about, complain about, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If SBM determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, SBM may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, SBM will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

Resources:

- [Equal Employment Opportunity Commission \(EEOC\)](#)
- [EEOC Local Field Office](#)
- National Partnership: [“Know your rights: Experiencing Sexual Harassment at Work”](#)
- [BetterBrave Community Resource Platform](#)

## **3.2 Conflicts of Interest**

SBM's reputation for integrity is its most valuable asset and is directly related to the conduct of its officers and employees. Therefore, you must never use your position with SBM, or any of its visitors, for private gain, to advance personal interests, or to obtain favors or benefits for yourself, members of your family, or any other individuals, corporations, or business entities.

Strawbery Banke Museum is concerned with conflicts of interest that create actual or potential job-related concerns, especially in the areas of confidentiality, customer relations, safety, security, and morale. If there is any actual or potential conflict of interest between you and a competitor, supplier, distributor, or contractor to SBM, you must disclose it to your supervisor. If an actual or potential conflict of interest is determined to exist, SBM will take such steps as it deems necessary to reduce or eliminate this conflict.

### **A. DUTY TO DISCLOSE**

All new Strawbery Banke Museum staff, Trustees, and external (non-Trustee) committee members will be required to submit a statement listing any areas of a potential conflict of interest and acknowledging their understanding of this conflicts of interest policy. Staff conflict of interest lists will be filed by the Director of Human Resources.

Trustees' and external committee members' conflict of interest statements will be distributed by, returned to, and maintained by the Administrative Assistant to the President & CEO.

The statement shall include a list of all organizations of which the staff or committee member is an officer, director,

trustee, member, owner, shareholder, employee, or agent and with which Strawberry Banke Museum has or in the future might reasonably enter into a relationship or transaction.

## B. DUTY TO ABSTAIN FROM ENGAGING IN PROHIBITED PECUNIARY ACTIVITIES

At such time as any matter comes before SBM that might give rise to a potential conflict of interest, the staff/committee member will make known the potential conflict, whether disclosed by their written statement or not.

## C. OUTSIDE WORK

SBM encourages its staff to accept invitations for speaking engagements, professional participation in workshops, seminars, or classes, involvement in professional organizations, writing assignments, or teaching which are related to their SBM position and area of expertise and have educational and publicity value. All such requests, even those done on your own time, must be submitted to a supervisor in writing and approved before a commitment is made. A supervisor may impose limitations on how often outside work may be done.

SBM is entitled to the first option on the services of its employees in the areas of their respective professional competence. Any proposed outside activity must be considered in regard to its potential infringement upon an employee's commitment to SBM. If a supervisor feels that an employee's work is being adversely affected by such commitments, the supervisor may request that the employee take a leave of absence without pay in order to complete the outside project. The regular conditions pertaining to a leave of absence would apply.

A supervisor may not allow outside activities if there is a potential conflict of interest with SBM policies and commitments. The supervisor, in consultation with the employee in question, will make the final decision regarding specific instances of possible conflict of interest.

Employees are not permitted to use SBM's name, logo, or trademark in the conduct of private activities without specific written approval from their supervisor. Similarly, employees must not suggest in any way that SBM is a sponsor of private activities without written approval.

### Speaking Engagements

If a year-round employee's speaking engagement relates to the collections or programs of SBM, it shall be considered work and should be recorded as such on their SBM timesheet. Any honorarium paid shall go to SBM and travel expenses will be deducted from it; should travel expenses be incurred for an engagement without compensation, you may apply for travel reimbursement. Such engagements may take place on or off site, during or after working hours.

If a seasonal employee's speaking engagement relates to the collections or programs of SBM, they should inform their supervisor, regardless of whether or not it is conducted during the museum's historic house season. The seasonal employee's supervisor will determine honorarium pay and travel expense approval on a case-by-case basis.

If the engagement is not directly related to SBM and is done during work hours, it is expected that the preparation will be done on your time and that you will adjust your work schedule or use vacation time to compensate SBM for time away from your responsibilities. You may retain the honorarium.

If the engagement is not directly related to SBM and is to be done on your own time, it is expected that the preparation will also be done on your own time. You may retain the honorarium.

### SBM-related Writing and Publications:

If an employee, on their own time, prepares written material for publication, SBM must be offered a right of first refusal for publishing it, provided that it relates to the collections and programs of the museum. Employees must see their supervisor for additional information.

### Research:

Research pursued as part of or related to an employee's work at SBM is the property of SBM. SBM has the right to copyright or patent any or all materials produced by its employees while carrying out their job responsibilities, when SBM deems it appropriate to do so.

SBM is entitled to receive any fees, royalties, or honoraria earned in conjunction with materials produced by staff

while carrying out their regular scheduled job responsibilities as employees of SBM. Any research material accumulated during the period of employment shall remain in the possession of SBM at the termination of employment.

Research that is produced by an SBM employee on their own time, at their own expenses, and off the premises of SBM will be owned by the employee. You must discuss any such projects in advance with your supervisor. A written agreement must be developed and approved by the President.

### **3.3 Employment of Relatives and Friends**

SBM permits members of the same family to work at the museum, but it ordinarily will not, however, consider or accept employment applications from individuals whose employment would result in a supervisor/subordinate relationship, whether directly or indirectly. In the event that such relationships are established while two employees are already employed by SBM, and if, in the judgment of management, this results in any operational difficulties, SBM may require the employees to choose who will remain in their position and who will seek other employment within or outside the museum.

It is your obligation to inform SBM when you are involved in any personal or business relationships that are, or could be perceived as, a potential conflict of interest, including the current or potential employment of any relative so that SBM can determine how best to respond to the particular situation. Employees who are uncertain whether an activity or relationship may create a conflict of interest should discuss the situation with their supervisor for feedback beforehand.

For purposes of this policy, family members refers to spouses, domestic partners, parents, children, sisters, brothers, nieces, nephews or other family members residing in the same household.

### **3.4 Job Descriptions**

Strawbery Banke Museum maintains a job description for each position. If you do not have a current copy of your job description, you should request one from your supervisor or Human Resources.

Job descriptions prepared by SBM serve as an outline only. Due to business needs, you may be required to perform job duties that are not within your written job description. Furthermore, SBM may have to revise, add to, or delete from your job duties per business needs. On occasion, SBM may need to revise job descriptions with or without advance notice to staff members.

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

### **3.5 Training Program**

In most cases, and for most departments, training staff members is done on an individual basis by the department head. Even if you have had previous experience in the specified functions of your job duties, it is necessary for you to learn SBM's specific procedures, as well as the responsibilities of the specific position. If you ever feel you require additional training, consult your supervisor and/or Human Resources.

### **3.6 Employment Authorization Verification**

New hires will be required to complete Section 1 of federal Form I-9 on or before the first day of paid employment and must present acceptable documents authorized by the U.S. Citizenship and Immigration Services proving identity and employment authorization no later than the third business day following the start of employment with Strawbery Banke Museum. If you are currently employed and have not complied with this requirement or if your status has changed, inform your supervisor.

If you are authorized to work in this country for a limited period of time, you will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by SBM.

### **3.7 Disability Accommodation**

Strawbery Banke Museum complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws, and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, SBM will provide reasonable accommodation to otherwise qualified individuals where appropriate, to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

If you require an accommodation because of your disability (even if you can perform the essential functions of the job with some difficulty), it is your responsibility to notify your supervisor. You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, SBM will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, we may need your permission to obtain additional information from your medical provider. All medical information received by SBM in connection with a request for accommodation will be treated as confidential.

SBM encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, SBM is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on SBM.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

SBM will not discriminate or retaliate against staff members for requesting an accommodation.

### **3.8 Religious Accommodation**

Strawbery Banke Museum is dedicated to treating its staff members equally and with respect and recognizes the diversity of their religious beliefs. All staff members may request an accommodation when their religious beliefs cause a deviation from the SBM dress code or the individual's schedule, basic job duties, or other aspects of employment. SBM will consider the request, but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that will be considered are cost, the effect that an accommodation will have on current established policies, and the burden on operations — including other staff members — when determining a reasonable accommodation. At no time will SBM question the validity of a person's belief.

If you require a religious accommodation, speak with your supervisor or Human Resources.

## **4.0 Wage and Hour Policies**

### **4.1 Attendance Policy**

Attendance and punctuality are essential requirements for satisfactory work performance at SBM. We work as a team and this requires that each person be in the right place at the right time.

If you know ahead of time that you will be absent or late, provide reasonable advance notice to your supervisor no

later than before the start of your workday. You may be required to provide documentation of any medical or other excuse for being absent or late where permitted by applicable law.

Strawbery Banke Museum reserves the right to apply unused vacation, sick time, or other paid time off to unauthorized absences where permitted by applicable law. Absences resulting from approved leave, vacation, or legal requirements are exceptions to the policy.

## **4.2 Job Abandonment**

If you fail to report for work or fail to call in with an acceptable reason for the absence for a period of three consecutive days, you will be considered to have abandoned your job and voluntarily resigned from Strawberry Banke Museum.

## **4.3 Business Expenses Policy**

The purpose of this policy is to define approved nontravel business expenses and the authority for incurring and approving such expenses at Strawberry Banke Museum. See the following section for information regarding Travel Expenses.

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

This list is not all-inclusive. See your supervisor regarding additional reimbursable business expenses.

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

SBM pays for expenses necessary to achieve a valid business purpose when meetings are held with customers, vendors, or other SBM staff members. The most senior SBM individual present is to pay for and report all expenses.

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

### *Training and Professional Development Seminars*

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

### *Gifts*

You may present business gifts to business partners, or as small tokens of appreciation to stakeholders such as SBM volunteers or other circumstances approved in advance by the President. SBM does not reimburse the cost over \$25 for business gifts unless otherwise approved in advance by the President.

### *Other Expenses*

SBM will pay for postage and telephone expenses that are for business purposes.

### *Reporting*

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

## **4.4 Travel Expenses**

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

Travel expenses are the reasonable and necessary expenses incurred by staff members when traveling on approved Strawberry Banke Museum business trips. Travel is limited to business activities for which other means of communication is inadequate and for which prior approval from your supervisor has been received.

SBM will reimburse employees for reasonable expenses incurred through preapproved business travel. All cash advances must be accounted for and expense receipts are required.

#### Advances

SBM does not generally provide cash travel advances. Normally, you will be expected to use personal credit cards and/or your own cash and submit approved expenses on the standard expense report Form.

#### Travel Expenses

SBM pays the actual amounts incurred for appropriate expenses when you are on travel assignments. Examples of typical expenses with your supervisor's prior approval include:

- Automobile mileage
- Airline tickets
- Business meals
- Lodging
- Car rental, bus, taxi, parking
- Telephone and fax
- Business supplies and services
- Associated gratuities
- Other expenses necessary to achieve the business purposes

#### Family Members

SBM will pay the travel expenses of spouses or other family members only when their presence is necessary to the business purpose of the trip and when approved in advance in writing by the President & CEO.

#### Air Travel

Use economy or tourist class airfares when traveling on SBM business. In addition, private, noncommercial aircraft or chartered aircraft is not to be used, and no more than two SBM officers should travel together on the same flight.

Airfares are to be charged to SBM credit cards or personal credit cards, and subsequently submitted with corresponding receipts and check request forms to the Finance Department. Personal credit card charges for approved SBM related purchases will be reimbursed when submitted with corresponding receipts and the SBM monthly expense report.

#### Hotels

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

#### Insurance

SBM does not pay for personal travel insurance for staff members.

#### Personal Vehicles

When using your own vehicle for business purposes, you must maintain insurance coverage as required by law. Travel between your home and primary office is not considered to be business travel. You may not use your personal vehicle for business travel without authorization. Every attempt should be made to utilize the use of courier and delivery services in order to avoid hazard of liability and the time away from work. You will be reimbursed for vehicle use at the standard IRS mileage rate. The President & CEO must authorize any deviation from this policy.

## Reporting

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

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

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

### **4.6 Pay Period**

At Strawberry Banke Museum, the standard pay period is biweekly for all staff members. Pay dates are on Friday for the period which ends on the previous Saturday. If a pay date falls on a holiday, you will be paid on the preceding workday. Special provisions may be required from time to time if holidays fall on pay dates. Check with your supervisor if this type of date arises.

You have the option of receiving your pay in a payroll check or having your pay deposited into your bank account through our direct deposit program. You are encouraged to use the direct deposit program.

If you are not signed up for direct deposit, you may pick up your paycheck after 12:00 pm from the Finance office. Checks that are not picked up by this time will be put in the mail.

Review your paycheck for accuracy. If you find an issue, report it to your supervisor and/or to the Finance Department immediately, and they will assist you in taking the steps necessary to correct the error.

### **4.7 Recording Time**

Strawberry Banke Museum is required by applicable federal, state, and local laws to keep accurate records of hours worked by certain staff members. To ensure that SBM has complete and accurate time records and that staff members are paid for all hours worked, nonexempt staff members are required to record all working time using SBM time sheets. If you report to work at the request of SBM and you are not needed to work, you will be paid for a minimum of two hours at your regular rate.

Exempt staff members are also required to track days or time worked. Speak with the Finance Department and your supervisor for specific instructions.

You must accurately record all of your time to ensure you are paid for all hours worked, and must follow established SBM procedures for recording your hours worked. Time must be recorded as follows:

- Immediately before starting your shift.
- Immediately after finishing work, before your meal period.
- Immediately before resuming work, after your meal period.
- Immediately after finishing work.
- Immediately before and after any other time away from work.

Time sheets are to be turned in to your supervisor for signature and/or the Finance Department by 9:30am on the Monday following the end of each pay period.

For payroll purposes, the workweek starts on Sunday and ends on Saturday.

### Guidelines for Filling Out Time sheets

Nonexempt Employees:

- Complete the Nonexempt Year-Round Employee Timesheet provided by the Finance Department, which calculates totals, on the computer or complete using pen (no pencil).
- Record actual hours worked each day. Round start and end times to the nearest quarter hour. Include AM or PM for each time entered.
- Include totals for each day.
- Paid time off (vacation time, sick time, personal time, and holiday hours) should be recorded and rounded to the nearest quarter hour.
- Write your initials next to any changes you make or things that are crossed out and corrected.

Exempt Employees:

- Complete the Exempt Year-Round Employee Time sheet on the computer or complete using pen (no pencil).
- Paid time off (vacation time, sick time, personal time, and holiday hours) should be recorded and rounded to the nearest quarter hour.
- Write your initials next to any changes you make or things that are crossed out and corrected.

Supervisors must ensure these guidelines are met before submitting time sheets with signature to the Finance office. Any employee who knowingly misrepresents or falsifies documentation about their time worked will be subject to disciplinary action, up to and including termination from employment.

Notify your supervisor or the Finance Department of any pay discrepancies, unrecorded or mis-recorded work hours, reporting time, or any involuntarily missed meal or break periods.

Falsifying time entries is strictly prohibited. Falsifying time entries includes working "off the clock." If you falsify your own time records, or the time records of co-workers, or if you work off the clock, you will be subject to discipline up to and including termination. Immediately report to the Finance Department and/or the President & CEO any employee, supervisor, or manager who falsifies your time entries or encourages or requires you to falsify your time entries or work off the clock.

## **4.8 Overtime**

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance by your supervisor.

At certain times Strawberry Banke Museum may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

The "workweek" covers seven consecutive days beginning on Sunday at 12:00 AM and ending on Saturday at 11:59 PM. Employees should not work over 40 hours in any workweek unless approval is given in advance, in writing, by their supervisor.

When working during events or programs outside of one's usual schedule, employees must adjust their schedule and take the equivalent amount of time off during the same workweek. Employees should make every effort to avoid working overtime. Taking "comp" time during a different workweek is not permitted.

Nonexempt employees will be paid at a rate of time and one-half their regular hourly rate for hours worked in excess of 40 hours in a workweek.

Only actual hours worked count toward computing weekly overtime.

If you have any questions concerning overtime pay, check with the Finance Department.

#### 4.9 Required Annual Special Events Policy for Year-Round Employees

In order to produce many of the wonderful events at Strawberry Banke Museum it is necessary for all staff to pitch in, often above and beyond their normal jobs. To accommodate the extra activities and offerings, and to welcome the extra visitors that attend special events, all year-round employees, and some seasonal employees are asked to work extra days, often on the weekends, sometimes at assignments not included in their job descriptions.

- Year-round employees who typically work 37.5+ hours/week are expected to work a total of 10 event days per year.
- Other year-round staff are expected to work a prorated number of days based on the number of hours typically worked each week:

<b>Avg # hours worked/week</b>	<b># Special Events/year</b>
37.5	10
33	8
30	7
25	6
20	5
15	4
10	3

In exchange for working those evenings/weekends staff must take off equivalent time of their usual work week during the same pay-period as the event. Staff should request approval of scheduling changes from their supervisor using the same protocol as vacation days.

Special Events that count toward the required number of days include:

- April: Baby Animals (4 weekend days)
- July: American Celebration (2 days including July 4th holiday)
- Vintage & Vine
- Passport
- Fairy House Tours (2 days)
- Ghosts on the Banke (2 days)
- Candlelight Stroll (typically 7 days)
- Skating with the Stars Show (1 day)
- Other Special Events may be added each year

[Click here](#) for the current list of SBM Events.

Events/programs that do not count toward the total required number of events are:

- Any programs, performances, exhibit openings, or lectures that take place outside of regular business hours and generally are:
  - less than a 4 hour commitment
  - involve only one department
  - not visitor attended
  - SBM is not a host or partner on the event (e.g., site rentals)
  - Typically attended by fewer than 150 people
- The President has the final discretion to determine which events count toward the required number of events.

#### Scheduling:

- The Special Events Manager distributes and coordinates an online list where all staff will be able to see the assignments, and how many each person has signed up for to make sure everyone is putting in their share of time.
- In order to count towards one of your 10 event days, staff must be signed up in advance and working an assignment designated for Staff.
- Your help is vital for the success of these events! Each assignment of year-round staff at events will be those that require more responsibility, management of volunteers or other participants, or more training than we can give volunteers or part-time seasonal staff. All assignments will have a description outline approved by the Special Event manager and/or the SBM department in charge of that assignment.
- Staff will be given a choice of assignments.
  - Preference will be given to those who already work in the departments associated with each assignment or who have successfully performed the assignment in the past.
  - If a Staff member's department does not have a specific assignment, or if the department assignment is already full, then staff members signing up for that date will be asked to fill in other crucial roles as needed.
  - Assignments will be filled on a first-come, first serve basis, but there is room for negotiation within the staff about which assignments they will fill.
- If there are more staff who want to sign up for an event than there are tasks to be assigned, an email will go out asking staff to sign up for an event that has unfilled assignments, or certain staff will be asked to fill an assignment usually designated for seasonal staff or the event manager.
- If not every staff assignment has been filled, seasonal staff may be asked to fill some of the assignments. In the last resort scenario, year-round staff may be asked to work an extra event day to ensure all senior level roles are covered at special events/programs.
- If staff call out sick or have an emergency and are unable to fill their assignment, they will need to sign up for another event day before the end of the fiscal year.

#### **4.10 Travel Time Pay**

Some nonexempt positions within Strawberry Banke Museum require travel. SBM pays nonexempt staff members for travel time in accordance with federal and state law. For purposes of this policy, the regular workday is 8:30am – 5:30pm Monday – Friday, unless otherwise scheduled in agreement with your immediate supervisor.

##### Home to Work Travel

If you travel from home before the regular workday and return to your home at the end of the workday, you are engaged in ordinary home-to-work travel, which is not work time.

##### Home to Work on a Special One Day Assignment in Another City

If you regularly work at a fixed location in one city and you are given a special one day assignment in another city, but return home the same day, the time spent in traveling to and returning from the other city is work time, except that SBM may deduct/not count that time you would normally spend commuting to the regular work site.

### Travel That Is All in a Day's Work

Your time spent in travel as part of your principal activity, such as travel from job site to job site during the workday, is work time and must be counted as hours worked.

### Travel Away from Home Community

Travel that keeps you away from home overnight is travel away from home. Travel away from home is clearly work time when it cuts across your workday. The time is not only hours worked on regular working days during normal working hours but also during corresponding hours on nonworking days. SBM will not consider as work time that time spent in travel away from home outside of your regular working hours as a passenger on an airplane, train, boat, bus, or automobile.

### Work Performed While Traveling

Any work you perform while traveling must be counted as hours worked.

### Calculating and Reporting Travel Time

You are responsible for accurately tracking, calculating, and reporting your travel time. Travel time should be calculated by rounding up to the nearest quarter hour.

## **4.11 Meal and Rest Periods Policy**

Strawbery Banke Museum strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. SBM provides nonexempt employees with a 30-minute, unpaid meal break each day, during which you will be relieved of all work duties.

New Hampshire law requires employers to allow for a 30-minute meal break after an employee has worked five consecutive hours. Strawberry Banke Museum encourages employees to take a meal break each day, but employees may voluntarily waive their right to a meal break.

If you choose to eat while working and it is feasible for you to do so, you will be paid for that time. Meal breaks during which the employee is relieved of all work duties are unpaid.

Meal or rest breaks of short duration (20 minutes or less) are considered paid time.

Check with your supervisor regarding procedures and schedules for rest and meal breaks. SBM requests that staff members accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your supervisor know; in addition, notify your supervisor as soon as possible if you were unable to or prohibited from taking a meal or rest period.

## **4.12 Accommodations for Nursing Parents**

SBM will provide nursing parents reasonable unpaid break time to express milk for their infant child(ren) for up to one year following the child's birth.

If you are nursing, you will be provided with a space, other than a restroom, that is shielded from view and free from intrusion from co-workers and the public.

Expressed milk can be stored in SBM refrigerators, or in a personal cooler. Sufficiently mark or label your milk to avoid confusion for other staff members who may share the refrigerator.

Break time should, if possible, be taken concurrently with any other break time already provided. If you are nonexempt, clock out for any time taken that does not run concurrently with normally scheduled rest periods.

You must make reasonable efforts to not disrupt SBM operations.

You should discuss the length and frequency of these breaks with your supervisor.

#### **4.13 Paycheck Deductions**

Strawbery Banke Museum is required by law to make certain deductions from your pay each pay period, including deductions for federal and state income tax, Social Security and Medicare (FICA) taxes, and any other deductions required under law or by court order for wage garnishments. SBM pays the state unemployment taxes, state disability insurance taxes.

The amount of your tax deductions will depend on your earnings and the information you list on your federal Form W-4 and applicable state withholding form. Permissible deductions for exempt staff members may also include, but are not limited to, deductions for full-day absences for reasons other than sickness or disability and certain disciplinary suspensions. You may also authorize certain voluntary deductions from your paycheck where permissible under state law. Your deductions will be reflected in your wage statement. If you have any questions about deductions from your pay, contact your supervisor.

SBM will not make deductions to your pay that are prohibited by federal, state, or local law. Review your paycheck for errors each pay period and immediately report any discrepancies or questions to your supervisor or the Finance Department.

You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If an error is found, you will receive an immediate adjustment, which will be paid no later than your next regular payday.

SBM will not retaliate against employees who report erroneous deductions in accordance with this policy.

#### **4.14 Direct Deposit**

You will be paid biweekly on Friday for the period which ends on the previous Saturday.

When our payday is a holiday, you normally will be paid on the last working day before the holiday.

You have the option of receiving your pay in a payroll check or having your pay deposited into your bank account through our direct deposit program.

Strawbery Banke Museum encourages all staff members to enroll in direct deposit. If you would like to take advantage of direct deposit, ask the Finance Manager or Human Resources Director for an application form. Typically, the bank will begin the direct deposit of your payroll within 30 calendar days after you submit your completed application.

If you have selected the direct deposit payroll service, a written explanation of your deductions will be available on the payroll system's online portal.

If you are not signed up for direct deposit, you may pick up your paycheck after 12:00 PM from the Finance Office. Checks that are not picked up by this time will be put in the mail.

Please review your paycheck for errors. If you find a mistake, report it to your supervisor immediately. Your supervisor will assist you in taking the steps necessary to correct the error.

#### **4.15 On Call**

It may be necessary for individuals in certain positions to be available by telephone after hours during the week or on the weekend. Employees who are required to be on call will be compensated in accordance with applicable state and federal wage and hour laws.

#### **4.16 Use of Employer Credit Cards**

All staff members in the possession of a credit card issued by Strawbery Banke Museum will adhere to the strictest guidelines of responsibility for the protection and proper use of that card. Credit card purchases related to SBM

vehicle use (gas, oil, etc.) under \$100 do not require prior approval. Credit card purchases for vehicle use over \$100 and any other business purchases over \$500 must receive prior approval from your supervisor. All major anticipated purchases are approved through the Fiscal Year budget-approval process.

Submit all sales receipts generated by use of SBM credit card monthly to the Finance Department. Your SBM credit card may not be used for personal reasons. Use of the SBM credit card is restricted to approved business-related expenses.

Any unauthorized purchases made with a credit card issued by SBM will be the cardholder's responsibility. You must reimburse any such purchase to SBM within 30 days.

Immediately report lost or stolen SBM cards to the Finance Department. Failure to follow this policy may result in disciplinary action up to and including discharge.

#### **4.17 Wage Disclosure Protection**

In accordance with New Hampshire law, Strawberry Banke Museum will not, as a condition of employment, require you to:

- Refrain from disclosing the amount of your wages; or
- Sign a waiver or other document that proposes to deny you the right to disclose the amount of your wages, salary, or paid benefits.

In addition, SBM will not discharge, formally discipline, retaliate, or otherwise discriminate against you for disclosing the amount of your wages, salary, or paid benefits.

However, if you have access to or knowledge of the compensation information of other staff members as a part of your essential job functions, you may not disclose that information to individuals who do not otherwise have access to it, unless the disclosure is:

- In response to a formal complaint or charge;
- Part of an investigation, proceeding, hearing, or action, including an investigation conducted by SBM; or
- Consistent with the legal duty of SBM to furnish information.

If you believe that you have been discriminated or retaliated against in violation of this policy, immediately report your concerns to Human Resources.

Nothing in this policy will be enforced to interfere with, restrain or coerce, or retaliate against staff members regarding their rights under the National Labor Relations Act.

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

### **5.1 Standards of Conduct**

Strawberry Banke Museum wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all our staff members, volunteers, visitors, community, and other stakeholders. We all share in the responsibility of improving the quality of our work environment. By deciding to work here, you agree to follow our rules.

While it is impossible to list everything that could be considered misconduct in the workplace, what is outlined here is a list of common-sense infractions that could result in discipline, up to and including immediate termination of employment. This policy is not intended to limit our right to discipline or discharge staff members for any reason permitted by law.

Examples of inappropriate conduct include:

- Violation of the policies and procedures set forth in this handbook.
- Insubordination.
- Possessing, using, under the influence, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances.
- Being under the influence of alcohol during working hours on SBM property (including in SBM vehicles), or on SBM business.
- Inaccurate reporting of the hours worked by you or any other staff members.
- Knowingly providing inaccurate, incomplete, or misleading information when speaking on behalf of SBM or in the preparation of any employment-related documents, including, but not limited to, job applications, personnel files, employment review documents, intracompany communications, or expense records.
- Taking or destroying SBM property.
- Possession of potentially hazardous or dangerous property (where not permitted) such as firearms, weapons, chemicals, etc., without prior authorization.
- Fighting with, or harassment of (as defined in our EEO policy), any fellow employee, vendor, or customer.
- Disclosure of SBM trade secrets and proprietary and confidential commercially sensitive information (e.g., financial or sales records/reports, marketing or business strategies/plans, product development information, customer lists, patents, trademarks) of SBM or its customers, contractors, suppliers, or vendors.
- Refusal or failure to follow directions or to perform a requested or required job task.
- Refusal or failure to follow safety rules and procedures.
- Tardiness or absences.
- Smoking in nondesignated areas.
- Working unauthorized overtime.
- Solicitation of fellow employees for business unrelated to SBM on SBM premises during working hours (refer to section 6.11).
- Failure to dress according to SBM policy.
- Use of obscene or harassing (as defined by our EEO policy) language in the workplace.
- Engaging in outside employment that interferes with your ability to perform your job at SBM.
- Gambling on SBM premises.
- Lending keys or other SBM property to unauthorized persons.

These examples are not all inclusive. We emphasize that discharge decisions will be based on an assessment of all relevant factors.

Nothing in this policy is intended to limit your rights under the National Labor Relations Act, or to modify the at-will employment status where at-will is not prohibited by state law.

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

Strawbery Banke Museum strives to provide a comfortable, productive, legal, and ethical work environment. We seek to develop a spirit of teamwork: individuals working together to attain a common goal.

To this end, we provide a flexible and progressive workplace. Most importantly, we have a workplace where communication is open and problems can be discussed and resolved in a mutually respectful atmosphere. We take into account individual circumstances and the individual employee.

We firmly believe that with direct communication, we can continue to resolve any difficulties that may arise and develop a mutually beneficial relationship. We want you to bring any problems, concerns, or grievances you have about the workplace to the attention of your supervisor and, if necessary, to Human Resources or upper-level management. To help manage conflict resolution, we have instituted the following problem-solving procedure:

If you believe there is inappropriate conduct or activity on the part of SBM management, staff members, vendors, visitors, or any other persons or entities related to SBM, bring your concerns to the attention of your supervisor at a time and place that will allow the person to properly listen to your concern. Most problems can be resolved informally through dialogue between you and your immediate supervisor. If you have already brought this matter to the attention of your supervisor and do not believe you have received a sufficient response, or if you believe that your supervisor is the source of the problem, present your concerns to Human Resources or upper-level management. Describe the

problem, those persons involved in the problem, efforts you have made to resolve the problem, and any suggested solution you may have.

### **5.3 Pay Raises**

Depending on financial health and other SBM factors, efforts will be made to give pay raises consistent with Strawberry Banke Museum profitability, job performance, and the consumer price index. SBM may also make individual pay raises based on merit or due to a change of job position.

### **5.4 Performance Evaluations and Improvement Plans**

Strawberry Banke Museum will make efforts to periodically review your work performance. The performance evaluation process will take place annually, and throughout the year as necessary. You may specifically request that your supervisor assist you in developing a performance evaluation and/or improvement plan at any time.

The performance improvement evaluation process is a means for increasing the quality and value of your work performance, as well as to assist you in developing your personal and professional goals, and to provide a platform to determine what additional support SBM can provide to you in order to meet these goals. Your initiative, effort, attitude, job knowledge, and other factors will be addressed. You must understand that a positive job performance review does not guarantee a pay raise or continued employment. Pay raises and promotions are based on numerous factors, only one of which is job performance.

### **5.5 Disciplinary Process**

Violation of Strawberry Banke Museum policies or procedures may result in disciplinary action, including demotion, transfer, leave without pay, or termination of employment. SBM encourages a system of progressive discipline depending on the type of prohibited conduct. However, SBM is not required to engage in progressive discipline and may discipline or terminate staff members who violate the rules of conduct, or whenever the quality or value of their work fails to meet expectations. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at-will" basis.

In appropriate circumstances, management will first provide you with a verbal warning, then with one or more written warnings, and if the conduct is not sufficiently altered, eventual demotion, transfer, forced leave, or termination of employment. Your supervisor will make every effort possible to allow you to respond to any disciplinary action taken. Understand that while SBM is concerned with consistent enforcement of our policies, we are not obligated to follow any disciplinary or grievance procedure and that depending on the circumstances, you may be disciplined or terminated without any prior warning or procedure.

### **5.6 Criminal Activity/Arrests**

Strawberry Banke Museum will report all criminal activity in accordance with applicable law. Involvement in criminal activity while employed by SBM, whether on or off SBM property, may result in disciplinary action, including suspension or termination of employment.

You are expected to be on the job, ready to work, when scheduled. Inability to report to work as scheduled may lead to disciplinary action, up to and including termination of employment, for violation of SBM's attendance policy or for job abandonment.

### **5.7 Promotions**

To match you with the job for which you are best suited and to meet the business needs of Strawberry Banke Museum, you may be transferred from your current job. It is our policy to promote from within only when the most qualified candidate is available. Promotions are made on an equal opportunity basis according to staff members' possessing the needed skills, education, experience, and other qualifications that are required for the job.

## **5.8 Exit Interview**

You may be asked to participate in an exit interview when you leave Strawberry Banke Museum. The purpose of the exit interview is to provide management with greater insight into your decision to leave employment; to identify any trends requiring attention or opportunities for improvement; and to assist SBM in developing effective recruitment and retention strategies. Your cooperation in the exit interview process is appreciated.

## **5.9 Postemployment References**

Strawberry Banke Museum policy is to confirm dates of employment and job title only. Only with your written authorization will SBM confirm compensation. Forward any requests for employment verification to Human Resources or the President. SBM does not provide a "letter of reference" to former employees. Exceptions to this policy must be approved by the SBM President.

## **5.10 Resignation Policy**

Strawberry Banke Museum hopes that your employment with SBM will be a mutually rewarding experience; however, SBM acknowledges that varying circumstances can cause you to resign employment. SBM intends to handle any resignation in a professional manner with minimal disruption to the workplace.

### Notice

SBM requests that you provide a minimum of two weeks' notice of your resignation. If you are a supervisor and/or department head, you are requested to provide a minimum of four weeks' notice. Provide a written resignation letter to your supervisor. Your professionalism and consideration is appreciated and will be noted favorably should you ever wish to reapply for employment with SBM.

SBM reserves the right to provide you with pay in lieu of notice in situations where job or business needs warrant.

### Final Pay

SBM will pay separated staff members in accordance with applicable laws and other sections of this handbook.

Notify SBM if your address changes during the calendar year in which resignation occurs, to ensure tax information is sent to the correct address.

### Return of Property

Return all SBM property at the time of separation, including uniforms, cell phones, keys, tools, laptops, and credit cards. Failure to return some items may result in deductions from your final paycheck when state law allows. In some circumstances, SBM may pursue criminal charges for failure to return SBM property.

## **6.0 General Policies**

### **6.1 Connecting with SBM visitors and mission**

SBM encourages all year-round administrative staff to spend an average of one hour once per month outside their normal job function, in a different department during the historic house season. This is an opportunity for staff to spend additional time out on the grounds, participating in a visitor-facing opportunity and connecting in new ways with SBM's mission.

For example:

- Interact with visitors in the TVC and conduct post-tour surveys on an SBM iPad
- Work with volunteers in the gardens
- Work in Admissions and/or Membership promotions in the TVC

- Serve as a greeter
- Work as an interpreter or a roleplayer in one of the historic homes
- Give demonstrations (e.g., spinning, weaving, basket-making, wreath-making, woodworking, etc.)

Guidelines:

- There are many opportunities but the activity should somehow involve interacting with visitors and/or volunteers outside your own department.
- Each staff member will be expected to take the initiative, discuss the opportunity and impact on their schedule with their supervisor, and track this work monthly in the Department Reports. This is a great chance to experience and impact the SBM mission in new ways.
- Discuss your interest with the corresponding department(s) to schedule and receive training as necessary.

## 6.2 Whistleblower Protection Policy

Because of our strong commitment to be good stewards of the resources entrusted to SBM, we subscribe to the highest standards of legal and ethical behavior. It is, therefore, critical that we make it as easy as possible for anyone (including staff, management, volunteers, and friends of the museum) who is aware of a potential violation of these standards to report their concern. A person reporting such a concern is referred to as the "whistleblower."

It is the responsibility of all SBM employees, Trustees, officers, and other stakeholders to comply with applicable laws and the highest standards of legal and ethical behavior and to report any violations or suspected violations in accordance with this policy.

The Executive Committee of the Board of Trustees (that is, the officers of the Board of Trustees) has responsibility for compliance with this policy.

### We Make it Easy to Report Potential Concerns

SBM has an open door policy and suggests that employees share their questions, concerns, suggestions, or complaints with someone who can address them properly. Whistleblowers can report their concern:

- to the person of their choosing: the President and CEO, Human Resources, Board Chair, or Board Treasurer
- through the means of their choosing: email, written report, phone call, or a requested personal meeting
- and anonymously, if they so choose

### We Protect the Whistleblower

SBM protects whistleblowers through these policies:

- **Nonretaliation:**  
SBM will not tolerate retaliation by anyone under its control against a whistleblower for making a report in good faith, regardless of the outcome of the investigation. In the case of employees, retaliation includes any action that would dissuade a person from bringing a complaint, such as firing, demotion, suspension, reprimand, harassment, failure to be considered for promotion, or any other kind of discrimination. Anyone raising a complaint concerning a violation or suspected violation of the law must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation of the law. An employee who knowingly or maliciously files a false report will be subject to discipline, up to and including termination.
- **Anonymity:**  
A Whistleblower may choose to be and remain anonymous.
- **Confidentiality:**  
If the Whistleblower waives their right to anonymity, SBM will endeavor to keep confidential the identities of

those who bring a complaint, to the extent possible consistent with SBM's duty to investigate and take corrective action. Any document identifying the Whistleblower will not be placed in the employee's personnel file.

### *We Take Every Report Seriously*

Every report will be taken seriously and investigated promptly and fairly by the President and CEO, Board Chair, Board Treasurer, or a neutral outside party.

#### Step One: Thorough investigation

- The person or persons charged with alleged illegal conduct will be given an opportunity to respond to the allegations in person or in writing.
- A determination will be made about the nature and extent of the concern raised by the whistleblower, or any other impropriety which may have come to light in the investigation.
- A summary of the findings will be created and given to:
  - the whistleblower, if they are known.
  - the appropriate managers or officers of SBM.

#### Step Two: Appropriate action taken

- Appropriate action can range from doing nothing, to making operational or personnel changes, to contacting law enforcement to deal with any suspected criminal activities.

### **6.3 Photo and Publicity Release Form**

Each new employee, as a condition of employment, must complete a Photo and Publicity Release Form, giving SBM permission to use a still or motion picture taken at work for purposes of trade, advertising, and publicity promotions of any kind relating to SBM business. This form will be provided to all new employees upon hire along with the Employee Handbook and all other required onboarding paperwork.

### **6.4 Authorization for Use of Personal Vehicle**

In order to increase employee safety and eliminate unnecessary risks behind the wheel, Strawberry Banke has enacted a Distracted Driving Policy. We are committed to ending the epidemic of distracted driving, and have created the following rules, which apply to any employee operating a company vehicle (including car/truck, golf cart, or other motorized vehicle) or while operating a personal vehicle on company time.

All employees who are required to operate a motor vehicle as part of their employment duties must maintain a valid driver's license, acceptable driving record, and appropriate insurance coverage. If an employee is involved in a vehicle collision while operating a personal vehicle on company time, any damage would be covered by SBM automobile insurance.

Strawberry Banke Museum may run a Motor Vehicle Department check to determine your driving record. It is your responsibility to provide a copy of your current driver's license and insurance coverage for your personnel file. Any changes in your driving record, including, but not limited to, driving infractions or changes to your insurance policy, must be reported to SBM.

If you use your personal vehicle in the course and scope of employment, you may not operate such vehicle while:

1. under the influence of drugs, alcohol, or any other substance that might impair your judgment or ability to drive; or
2. texting, emailing, or otherwise using a cell phone or other handheld device without utilizing a hands-free device.

If you need to use your phone, you must safely pull over to the side of the road or another location and park the vehicle unless you have the correct hands-free equipment for the device that is in compliance with applicable state laws.

While on company time, employees may not use personal or company vehicles for the transport of a hitchhiker or stranger. This policy has been established by our insurance carrier and must be observed for the protection of the employee and SBM.

Failure to comply with this policy will first result in a verbal warning. If the employee fails to comply with this policy a second time, they will receive a written warning. Subsequent violations will result in further disciplinary action, up to and including termination of employment.

## **6.5 Use of Employer Vehicles**

SBM vehicles are to be used for Strawberry Banke Museum business only. Unless the use of the vehicle has been approved for personal use, personal or outside business use is strictly prohibited.

If you drive an SBM vehicle, all infractions or violations while driving the vehicle and all restrictions, suspensions, or revocations against your driver's license must be immediately reported to your supervisor.

When an SBM vehicle cannot be operated, is unsafe for use, or has been damaged, notify your supervisor immediately.

As the driver of an SBM vehicle, you are responsible for the vehicle while in your charge and must not permit unauthorized persons to drive it. You are also responsible for the daily housekeeping of the vehicle; it is to remain clean and uncluttered.

The use of seat belts is mandatory for operators and passengers of SBM vehicles.

If you use an SBM vehicle in the course and scope of employment, you may not operate such vehicle:

- while under the influence of drugs, alcohol, or any other substance that might impair your judgment or ability to drive;
- while texting, emailing, or otherwise using a cell phone or other handheld device without utilizing a hands-free device. If you need to use your phone while driving, you must safely pull over to the side of the road or another location and park the vehicle unless you have the correct hands-free equipment for the device that is in compliance with applicable state laws; and
- to transport a hitchhiker or stranger. This policy has been established by our insurance carrier and must be observed for the protection of the employee and the company.

Multiple driving moving violations that appear on the annual state Department of Motor Vehicle check will result in suspension of rights to drive an SBM vehicle or a personal vehicle for SBM business. Suspension of rights will continue until one year has passed with no infractions. If there are persistent and ongoing problems with driving infractions, and driving a vehicle is a part of successful execution of job responsibilities, you may be terminated.

## **6.6 Bulletin Boards**

Strawberry Banke Museum maintains an official bulletin board located in the second-floor break room of Stoodley's Tavern at 17 Hancock Street, for providing staff members with official SBM notices, including wage and hour laws, changes in policies, and other employment-related notices. At times SBM may also post information of general interest to staff members on the bulletin board. You are responsible for being informed about this material by periodically reviewing the bulletin board. Only authorized personnel may add and remove notices from the bulletin board.

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

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

All software acquired for or on behalf of SBM, or developed by SBM staff members or contract personnel on behalf of SBM, is and will be deemed SBM property. It is the policy of SBM to respect all computer software rights and to adhere to the terms of all software licenses to which SBM is a party. The Director of Special Projects & Facilities is responsible for enforcing these guidelines.

You may not illegally duplicate any licensed software or related documentation. Unauthorized duplication of software may subject you and/or SBM to both civil and criminal penalties under the United States Copyright Act. To purchase software, obtain your manager's approval. All software acquired by SBM must be purchased through the Facilities Department.

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

## **6.8 Employer Sponsored Social Events**

Strawbery Banke Museum holds periodic social events for staff members in order to cultivate positive interpersonal relationships across the organization. Be advised that your attendance at these events is entirely voluntary and does not constitute part of your work-related duties. Any exceptions to this policy must be in writing and signed by a supervisor prior to the event.

Alcoholic beverages may be available at these events. If you choose to drink alcoholic beverages, you must do so in a responsible manner. Do not drink and drive. Instead, please call a taxi or other car service, or appoint a designated driver.

## **6.9 Employer-Provided Cell Phone/Mobile Device Policy**

SBM may issue certain staff members an SBM cell phone/mobile device for work-related communications and/or operations. If you drive a vehicle during your employment, you may not use any cell phone / mobile device or other communication device while driving unless the device is equipped or configured with a hands-free listening / speaking option, and you in fact utilize the hands-free device.

We understand that you may use the cell phone/mobile device for personal use; however, such personal use should not exceed the plan allowance. When the cell phone/mobile device is used for personal reasons and the activity results in additional cost to SBM, you are responsible for the cost of that usage, including all applicable taxes unless prohibited by law.

SBM owns and remains entitled to all cell phone / mobile devices issued to staff members, including all passwords controlling access to them. You may not change those passwords without permission. At the time of employment termination, all such equipment and passwords must be returned to SBM in operable condition.

Violation of this policy may result in discipline, up to and including termination of employment.

## **6.10 Personal Cell Phone/Mobile Device Use**

While SBM permits staff members to bring personal cell phones and other mobile devices (i.e., smart phones, tablets, laptops) into the workplace, you must not allow the use of such devices to interfere with your job duties or impact workplace safety and health.

Use of personal cell phones and mobile devices at work can be distracting and disruptive and cause a loss of productivity. Thus, you should primarily use such personal devices during nonworking time, such as breaks and meal periods. During this time, use devices in a manner that is courteous to those around you. Outside of nonworking time, use of such devices should be minimal and limited to emergency use only.

You are expected to comply with SBM policies regarding the protection of confidential and proprietary information

when using personal devices.

While operating a vehicle on work time, you may not do so while texting, emailing, or otherwise using a cell phone or other handheld device without utilizing a hands-free device. If you need to use your phone while driving, you must safely pull over to the side of the road or another location and park the vehicle unless you have the correct hands-free equipment for the device that is in compliance with applicable state laws.

Nothing in this policy is intended to prevent staff members from engaging in protected concerted activity under the National Labor Relations Act.

You will be subject to disciplinary action up to and including termination of employment for violation of this policy.

### **6.11 Nonsolicitation/Nondistribution Policy**

To avoid disruption of business operations or disturbance of staff members, visitors, and others, Strawberry Banke Museum has implemented a Nonsolicitation/Nondistribution Policy. For purposes of this policy, "solicitation" includes, but is not limited to, selling items or services, requesting contributions, and soliciting or seeking to obtain membership in or support for any organization. Solicitation performed through verbal, written, or electronic means is covered by the Nonsolicitation/Nondistribution Policy.

You are prohibited from soliciting other staff members during your assigned working time. For this purpose, working time means time during which either you or the staff members who are the object of the solicitation are expected to be actively engaged with assigned work. You may conduct solicitations during your lunch period, coffee breaks, or other authorized nonworking time, so long as you do so when the other staff members are also on nonworking time.

To avoid inappropriate litter, clutter, and safety risks, you may not distribute literature or other items that are not work related in working areas at any time. Working areas do not include break/rest areas, lunch rooms, or parking lots. Electronic distribution of materials is prohibited during work time. Literature that violates the company's equal employment opportunity (EEO) and anti-harassment policies (including threats of violence), or that is knowingly and recklessly false, is never permitted. Nonemployees are not permitted to distribute materials on company premises at any time.

This policy is not intended to restrict the statutory rights of staff members, including the right to discuss terms and conditions of employment.

Violations of this policy should be reported to your supervisor.

### **6.12 Off-Duty Use of Employer Property or Premises**

You may not use SBM property for personal use during working time. You are responsible for returning SBM property in good condition and repairing or replacing any property damaged as the result of personal use or as the result of negligence. This includes use of copy machines, computers, SBM products, or office supplies for personal use without prior authorization.

### **6.13 Personal Appearance**

Your personal appearance reflects on the reputation, integrity, and public image of Strawberry Banke Museum. All staff members are required to report to work neatly groomed and professionally dressed. You are expected to maintain personal hygiene habits that are generally accepted in the community, including clean clothing, good grooming and personal hygiene, and appropriate attire for the workplace and the work being performed. This may include wearing uniforms or protective safety clothing and equipment, depending upon the job. Use common sense and good judgment in determining what to wear to work.

Whether or not your job responsibilities place you in direct contact with visitors, you represent SBM with your appearance as well as your actions. The properly attired individual helps to create a favorable image for SBM, to the public and fellow employees.

SBM name tags should be worn at all times when you are working, most importantly when interacting with visitors, or working in areas open to the public.

Employees who are on museum grounds during the hours that Strawberry Banke Museum is open to the public will:

- a. adhere to the Dress Code,
- b. keep clothing clean, neat, properly pressed, and in good condition,
- c. exhibit personal cleanliness, and
- d. wear the supplied SBM name badge (The exception to this rule is for costumed roleplayers who dress in accordance with their historic character.)

All staff are provided at least one SBM uniform shirt upon hire; the quantity is determined by the average number of days/week the staff member is working in a visitor-facing role. Interpreters, Admissions staff, Facilities, and Horticulture staff are provided additional dress code information by their respective departments in accordance with their specific job functions.

Fragrant products, including but not limited to perfumes, colognes, and scented body lotions or hair products, should be used in moderation out of concern for others with sensitivities or allergies.

No staff working directly with the public may wear or use earphones.

No staff working directly with the public may play computer games, text, email, or use electronic devices for other than SBM business.

SBM, in accordance with applicable law, will reasonably accommodate staff members with disabilities or religious beliefs that make it difficult for them to comply fully with the personal appearance policy unless doing so would impose an undue hardship on SBM. Contact your supervisor to request a reasonable accommodation.

Failure to comply with the personal appearance standards may result in your being sent home to groom or change clothes. Frequent violations may result in disciplinary action, up to and including termination of employment.

## **6.14 Personal Data Changes**

To aid you and/or your family in matters of personal emergency, we need to maintain up-to-date information. It is your obligation to provide SBM with your current contact information, including current mailing address and telephone number. Inform SBM of any changes to your marital or tax withholding status, as well as number of dependents or changes in next of kin and/or beneficiaries. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings. To make changes to this information, contact Human Resources or Finance.

## **6.15 Access to Personnel and Medical Records Files**

SBM maintains separate medical records files and personnel files for all staff members. Files containing medical records are stored separate and apart from any business-related records in a safe, locked, inaccessible location. The medical file is the repository for sensitive and confidential information related to an individual's health, health benefits, health-related leave and/or accommodations, and benefits selections and coverage. Medical records are kept confidential in compliance with applicable laws and access is on a "need-to-know" basis only.

Supervisors and others in management may have access to your personnel file for possible employment-related decisions. If you wish to review your personnel or medical records file, you must give SBM reasonable notice. Inspection must occur in the presence of an SBM representative.

SBM may charge a reasonable fee related to the cost of supplying the documents. If employees disagree with any information contained in the file and no agreement can be reached as to its removal or correction, employees can submit a written statement explaining their position. Such statements become part of the file.

All requests by an outside party for information contained in your personnel file will be directed to Human Resources or Finance, which are the only departments authorized to give out such information.

## **6.16 Security**

All staff members are responsible for helping to make SBM a secure work environment. Upon leaving work, lock all desks, lockers, and doors protecting valuable or sensitive material in your work area and report any lost or stolen keys, passes, or similar devices to your supervisor immediately. Refrain from discussing specifics regarding SBM security systems, alarms, passwords, etc. with those outside of SBM.

Immediately advise your supervisor of any known or potential security risks and/or suspicious conduct of staff members, customers, or guests of SBM. Safety and security is the responsibility of all staff members and we rely on you to help us keep our premises secure.

## **6.17 Contact with the Media**

All media inquiries regarding SBM and its operations must be referred to the Director of Marketing or President. Only the Director of Marketing and President are authorized to make or approve public statements pertaining to SBM or its operations. No employees, unless specifically designated by the Director of Marketing or President, are authorized to make those statements.

## **6.18 Social Media Policy**

At SBM we understand that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers. However, use of social media also presents certain risks and carries with it certain responsibilities. To minimize risks to SBM, you are expected to follow our guidelines for appropriate use of social media.

This policy applies to all staff members who work for SBM.

### Guidelines

For purposes of this policy, *social media* includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether associated or affiliated with SBM, as well as any other form of electronic communication.

SBM principles, guidelines, and policies apply to online activities just as they apply to other areas of work. Ultimately, you are solely responsible for what you communicate in social media. You may be personally responsible for any litigation that may arise should you make unlawful defamatory, slanderous, or libelous statements against any customer, manager, owner, or staff members of SBM.

### Know and Follow the Rules

Ensure your postings are consistent with these guidelines. Postings that include unlawful discriminatory remarks, harassment, and threats of violence or other unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

### Be Respectful

SBM cannot force or mandate respectful and courteous activity by staff members on social media during nonworking time. If you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as malicious, obscene, unlawful, slanderous, threatening, derogatory, or defamatory toward any person, or make remarks that could be construed as harassment or bullying.

Examples of such conduct might include defamatory or slanderous posts meant to harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, age, national origin, religion,

veteran status, or any other status or class protected by law or SBM policy. Your personal posts and social media activity should not reflect negatively upon or refer to SBM in any way that violates this Employee Handbook.

### Maintain Accuracy and Confidentiality

When posting information:

- Maintain the confidentiality of trade secrets, intellectual property, and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to SBM.
- Do not create a link from your personal blog, website, or other social networking site to an SBM website that identifies you as speaking on behalf of SBM.
- Never represent yourself as a spokesperson for SBM. If SBM is a subject of the content you are creating, do not represent yourself as speaking on behalf of SBM. Make it clear in your social media activity that you are speaking on your own behalf.
- Personal social media accounts and blogs should have clear disclaimers that the author's views are the author's alone and do not represent the Company's views.
- Please be honest and accurate when posting information or news, and if you make a mistake, correct it quickly.
- Respect copyright, trademark, third-party rights, and similar laws and use such protected information in compliance with applicable legal standards.

### Using Social Media at Work

Do not use social media while on your work time, unless it is work-related as authorized by your manager or consistent with policies that cover equipment owned by SBM.

### Media Contacts

If you are not authorized to speak on behalf of SBM, do not speak to the media on behalf of SBM. Direct all media inquiries for official SBM responses to the Director of Marketing.

### Retaliation and Your Rights

Retaliation or any other negative action is prohibited against anyone who, based on a reasonable belief, reports a possible deviation from this policy or cooperates in an investigation. Those who retaliate against others for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Nothing in this policy is designed to interfere with, restrain, or prevent staff members from communications regarding wages, hours, or other terms and conditions of employment, or to restrain staff members in exercising any other right protected by law. All staff members have the right to engage in or refrain from such activities.

## **6.19 Suggestion Policy**

We encourage you to bring your questions, suggestions and complaints to your supervisor, Human Resources, and/or another member of the management team.. We will carefully consider each of your ideas in our continuing effort to improve operations.

We also encourage you to offer any suggestions derived from seminars, magazines, or other outside sources of information you believe would add value to SBM.

If you feel you have a problem, present the situation to your supervisor so that the problem can be settled by examination and discussion of the facts. We hope that your supervisor is able to satisfactorily resolve most matters. If you still have questions after meeting with your supervisor or if you would like further clarification on the matter, request a meeting with Human Resources. They will review the issues and meet with you to discuss possible solutions.

Your suggestions and comments on any subject are important, and we encourage you to take every opportunity to

discuss them with us. Your job will not be adversely affected in any way because you choose to use this procedure.

If at any time you do not feel comfortable speaking with your supervisor, Human Resources, or the next level of management, discuss your concern with any other member of management or the Executive Committee of the Board of Trustees with whom you feel comfortable.

Understand that any suggestions, innovations, inventions, or other matter created by you on work time or with SBM tools or property are considered to be the property of SBM.

## **6.20 Telecommuting/Remote Work**

Telecommuting is defined as regularly working a full or partial workday from home or some other alternate work site.

SBM will make telecommuting available to staff members when it benefits organizational and departmental needs. This option may not be available in some job classifications due to business needs. Each department head will determine, in their discretion, the positions within the department that may be suitable for telecommuting.

If it is possible for you to work from home (i.e., all your essential duties as outlined in your job description may be completed remotely), you may do so with your supervisor's prior approval. If you are granted a telecommuting arrangement, you will be subject to the same performance standards as prior to telecommuting.

Employees must submit a summary of the work completed while at home along with their timesheet. Only actual hours worked should be recorded and vacation/personal time should be used for the remainder.

Telecommuting work areas may be evaluated to ensure that appropriate safety standards are met. Telecommuting may be a reasonable accommodation; consult Human Resources if you are requesting telecommuting as a reasonable accommodation.

## **6.21 Third-Party Disclosures**

From time to time, SBM may become involved in news stories or potential or actual legal proceedings of various kinds. When that happens, lawyers, former staff members, newspapers, law enforcement agencies, and other outside persons may contact our staff members to obtain information about the incident or the actual or potential lawsuit.

If you receive such a contact, you should not speak on behalf of SBM and should refer any call requesting the position of SBM to the President & CEO and/or the Director of Human Resources.

## **6.22 Use of Company Technology**

This policy is intended to provide Strawberry Banke Museum staff members with the guidelines associated with the use of SBM information technology (IT) resources and communications systems.

This policy governs the use of all IT resources and communications systems owned by or available at SBM, and all use of such resources and systems when accessed using your own devices, including but not limited to:

- Email systems and accounts.
- Internet and intranet access.
- Telephones and voicemail systems, including wired and mobile phones, smartphones, and pagers.
- Printers, photocopiers, and scanners.
- Fax machines, e-fax systems, and modems.
- All other associated computer, network, and communications systems, hardware, peripherals, and software, including network key fobs and other devices.
- Closed-circuit television (CCTV) and all other physical security systems and devices, including access key cards and fobs.

### General Provisions

SBM's IT resources and communications systems are to be used for business purposes only unless otherwise permitted under applicable law.

All content maintained in SBM's IT resources and communications systems are the property of SBM. Therefore, staff members should have no expectation of privacy in any message, file, data, document, facsimile, telephone conversation, social media post, conversation, or any other kind or form of information or communication transmitted to, received, or printed from, or stored or recorded on SBM electronic information and communications systems.

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

The interests of SBM in monitoring and intercepting data include, but are not limited to: protection of SBM trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.); managing the use of the computer system; and/or assisting staff members in the management of electronic data during periods of absence.

Employees should not interpret the use of password protection as creating a right or expectation of privacy, nor should you have a right or expectation of privacy regarding the receipt, transmission, or storage of data on SBM IT resources and communications systems. All e-mail and voice mail passwords must be made available to SBM at all times.

SBM's policies against sexual and other types of harassment apply fully to the IT resources and communications systems. Violations of those policies are not permitted and will result in disciplinary action, up to and including discharge. Therefore, employees are also prohibited from the display or transmission of sexually-explicit images, messages, ethnic slurs, racial epithets or anything which could be construed as harassment or disparaging to others.

Use of the Internet while at work must not interfere with employees' productivity or disrupt the operations of the museum in any way. Employees must use the internet in an ethical and lawful manner. Use of the Internet for solicitation, gambling and downloading files for personal use is strictly prohibited.

Upon termination, SBM reserves the right to access all work-related emails, voicemails, files, documents, and other correspondence.

Employees learning of any misuse of the Internet shall notify a member of management.

Employees may not use personal email accounts for SBM-related correspondence.

Do not use SBM IT resources and communications systems for any matter that you would like to be kept private or confidential.

### Violations

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

## **6.23 Care of Equipment**

You are expected to demonstrate proper care when using SBM's property and equipment. No property may be removed from the premises without the proper authorization of your supervisor. If you lose, break or damage any property, report it to your supervisor at once.

## **6.24 Good Housekeeping**

Good work habits and a neat place to work are essential for job safety and efficiency. You are expected to keep your place of work organized and materials in good order at all times. Report anything that needs repair or replacement to your supervisor.

## **6.25 Recycling and Waste Prevention**

SBM is committed to the environment and its future. Therefore, recycling containers are located throughout the site for the collection of recyclable materials. Waste of materials, utilities and time are all costly to SBM. If you have any waste prevention ideas, please advise your supervisor.

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

To protect the property and to ensure the safety of all employees, visitors, volunteers, and SBM property, SBM reserves the right to conduct personal searches consistent with state law, and to inspect any packages, parcels, purses, handbags, briefcases, lunch boxes or any other possessions or articles carried to and from SBM's property. In addition, SBM reserves the right to search any employee's office, desk, files, equipment or any other area or article on our premises. In this regard, it should be noted that all offices, desks, files, equipment, etc. are the property of SBM, and are issued for the use of employees only during their employment. Inspection may be conducted at any time at the discretion of SBM.

Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy may not be permitted to enter the premises. Employees working on or entering or leaving the premises who refuse to cooperate in an inspection, as well as employees who after the inspection are believed to be in possession of stolen property or illegal substances, will be subject to disciplinary action, up to and including discharge, if upon investigation they are found to be in violation of SBM's security procedures or any other SBM rules and regulations.

SBM property, including but not limited to lockers/staff cubbies, phones, computers, tablets, desks, workplace areas, vehicles, or machinery, remains under the control of SBM and is subject to inspection at any time, without notice to any staff members, and without their presence.

SBM provides seasonal staff members cubbies for storage of personal possessions during work hours. These cubbies should be maintained in a clean and sanitary condition. As part of your privilege for use of these cubbies, you must agree to allow SBM to inspect or otherwise gain access to the cubby and its contents at any time, with or without notice to you, and without your presence.

You should have no expectation of privacy in any of these areas. We assume no responsibility for the loss of, or damage to, your property maintained on SBM premises including that kept in lockers and desks.

## **7.0 Benefits**

### **7.1 Summary of Benefits**

SBM has developed a comprehensive set of employee benefit programs to supplement our employees' regular wages. Our benefits represent a hidden value of additional income to our employees' total compensation package.

This Employee Handbook describes the current benefit plans maintained by SBM. For complete information regarding these plans, employees should consult the Summary Plan Descriptions (SPDs) and the official plan documents. Copies of the SPDs and the Plan Documents may be obtained from Human Resources or Finance. In the event of any discrepancy between the description of the benefits in this handbook and the language in the SPD, the language of the SPD will control. In the event of any discrepancy between the SPD and the Plan Documents, the language of the Plan Documents will control.

Employee benefit plans and policies may be changed at the sole discretion of the company. We will keep you

informed of any changes. Please make sure that you read all benefits information provided to you.

Eligibility:

Employees working 30 hours or more per week are eligible for benefits on the first of the month following 30 days from date of hire.

Employees working less than 30 hours per week will only be eligible for the Flexible Spending Accounts and the 403(b) Retirement Plan without employer match.

Change of benefit elections:

Once you make benefit elections they will be in effect for the Plan Year. The only time you may change your benefits during the Plan Year is in the event of a qualified life change. A qualified life change is defined as the birth or adoption of a dependent, death of a dependent, marriage, divorce or loss of other coverage. In order to change, you must notify the Human Resources Department within 30 days of the qualifying event. The Company has an open enrollment period once a year for each benefits option. Anyone who wants to change their personal benefits package can make changes at that time.

## **7.2 Health Insurance Policy**

SBM offers group health insurance benefits to all eligible employees working 30 hours or more per week year-round, and their eligible dependents, on the first of the month following the completion of 30 days of employment at SBM. Health plan benefits are described in detail in the Summary Plan Description (SPD), which may be obtained from Human Resources.

SBM pays 80% towards the individual cost of your single plan. The remainder of the cost, including optional dependent care, is paid by you through deductions from your paycheck on a Pre-Tax Basis.

Benefits may be canceled or changed at the discretion of SBM, unless otherwise prohibited by law.

If you or a dependent become ineligible for benefits due to a change in work hours or through a life event, or you leave employment with us, you may have the right to continue your health benefits under federal or state law. In such an event, SBM will provide you with information about your rights to continue your benefits coverage.

## **7.3 Dental Insurance**

All regular year-round full-time employees working 30 hours or more per week, who have completed 30 days of employment at SBM are eligible for the SBM dental plan.

Employees and their families can choose any dentist. If you choose a PPO Participating Dentist, you will receive additional benefits. SBM pays 80% of the single dental base plan premium. You can buy up to the higher plan option or add your eligible dependent.

Dental plan benefits are described in detail in the Summary Plan Description (SPD), which may be obtained from Human Resources.

## **7.4 Vision Care Insurance**

You and your eligible dependents may enroll in the SBM Voluntary Vision Plan. The plan pays you directly for covered services even if you are allowed discounts or benefits from other vision plans. There is no restriction on what provider you use. This Vision program is voluntary and 100% employee paid. Vision care plan benefits are described in detail in the Summary Plan Description (SPD).

## 7.5 Health Reimbursement Arrangement (HRA)

As an additional benefit to lower your out of pocket cost, SBM will reimburse individual employee subscribers 50% of the plan's \$4000 deductible expense, up to \$2000 per individual through their established HRA. Subscribers will still be responsible for any and all co-pays or co-insurance associated with the plan. This plan reimburses for Individual Employee deductible expenses only. There is no dependent reimbursement under the plan. You are automatically enrolled in this plan if you are enrolled on one of the SBM medical plans. Refer to your HRA Summary Plan Description for full details.

## 7.6 Flexible Spending Account (FSA)

Strawbery Banke Museum provides Flexible Spending Account (FSA) benefits for eligible staff members. FSAs provide tax-free reimbursement to staff members for health care and dependent care expenses that are not reimbursed by any other insurance or reimbursement program. By anticipating your family's health and dependent care costs for the next year, you can actually lower your taxable income.

If eligible, you may elect an annual amount to contribute, which will be divided and deducted from your pay each pay period, and may be used to pay for eligible expenses. Annual elections are limited by established plan maximums and are subject to applicable IRS forfeiture and rollover provisions.

**Note:** If you and/or your spouse participate in a Health Savings Account under a separate plan, you are only eligible to participate in a limited-purpose FSA. Under a limited-purpose FSA, eligible expenses are limited to qualifying dental and vision expenses for you, your spouse and dependents.

Please direct inquiries to either Human Resources or the CGI Benefit Administration team at 1-888-383-0088. Please be advised this is a brief overview. Please refer to your Summary Plan Description for complete benefit information.

## 7.7 Life Insurance

SBM provides Life Insurance and Accidental Death & Dismemberment (AD&D) to all regular year-round, full-time employees working 30 hours or more per week, on the first of the month following the completion of 30 days of employment at SBM. You will be required to notify the benefits administrator of your intended beneficiary. Refer to the Summary Plan Description (SPD) for details about the benefit. This Life Insurance Policy is paid 100% by SBM.

## 7.8 Employer-Sponsored Disability Benefits

Strawbery Banke Museum offers the following employer-sponsored disability insurance benefits to staff members when they miss work due to non-work-related disabilities. Both plans are paid 100% by SBM; see your Principal Benefit Booklet for full details. To initiate a claim, contact Human Resources.

### Eligibility

Employees working 30 hours or more per week are eligible for employer-sponsored Short-Term Disability/Long-Term Disability insurance benefits on the first of the month following 30 days from date of hire.

### Short-Term Disability Insurance

Short-Term Disability insurance is designed to provide employees with supplemental income when they are out of work due to a non-occupational injury. SBM pays 100% of the premium coverage. Information and claim forms may be obtained from Human Resources.

The Short-Term Disability plan pays 60% of your weekly earnings to a maximum of \$250 per week beginning on the 8th day for non-occupational sickness or injuries. The benefit period is up to 12 weeks.

Refer to the Paid Parental and Short-Term Disability Leave section (7.28) for more information about SBM's commitment to supplement the remaining 40% of pay during the short-term disability leave.

## Long-Term Disability Insurance

Long-Term Disability insurance generally pays a monthly benefit to you if you cannot work because of a covered illness or injury. The benefit replaces a portion of your income, thus helping to meet your financial commitment in a time of need. The plan pays 60% of your monthly earnings to a maximum of \$5,000 per month. Benefits may last up to Normal Social Security Retirement Age while totally disabled. This plan has many valuable features and pre-existing condition exclusions.

### **7.9 Workers' Compensation Insurance Policy**

Workers' compensation is a no-fault system designed to provide benefits to all staff members for work-related injuries, and this plan is paid 100% by SBM.

Workers' compensation insurance coverage is paid for by employers and governed by state law. The workers' compensation system provides for coverage of medical treatment and expenses, occupational disability leave, and rehabilitation services, as well as payment for lost wages due to work related injuries. If you are injured on the job while working at Strawberry Banke Museum, no matter how slightly, you are to report the incident immediately to your supervisor and Human Resources. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim for benefits.

To receive workers' compensation benefits, notify your supervisor and Human Resources immediately of your claim. If your injury is the result of an on-the-job accident, you must fill out an accident report immediately following the accident. You will be required to submit a medical release before you can return to work.

### **7.10 403(b) Retirement Plan**

Preparing for your financial future is an important element of your overall wellbeing and future stability. All SBM employees are eligible to contribute to the 403(b) plan. SBM will match 3% for all eligible employees who work at least 30 hours per week year-round full-time participating in the 403(b) defined contribution plan.

For more detailed information on the Retirement Plan options, and eligibility, please refer to the Summary Plan Description or see Human Resources or Finance with any questions. SBM is required to let you know if you are eligible.

This benefit, as well as other benefits, may be canceled or changed at the discretion of SBM, unless otherwise required by law.

### **7.11 Employee Assistance Program (EAP)**

Count on help to be there when you need it. SBM provides confidential assistance through its Employee Assistance Program (EAP) to all eligible employees and their family members/dependents. The EAP includes confidential access to professional counseling services for help with personal concerns that may impact job performance. These concerns may include, but are not limited to, health, marital, family, financial, legal, emotional, alcohol abuse, and drug use. The EAP can help assess the problem, offer guidance, and provide referrals and resources to supportive, quality community resources.

Voluntary participation in the EAP will not jeopardize your opportunities for promotion or employment. You can contact the EAP directly. Any information about your contact, participation, or any recommended treatment is confidential and will not be disclosed to SBM.

In certain circumstances, you may be referred to the EAP by your supervisor due to job performance issues.

EAP services are available to eligible participants without charge; however, the cost of referrals to treatment or rehabilitation is your responsibility if it is not completely covered by insurance.

EAP services can be initiated by contacting the EAP service provider, KEPRO: [www.EAPhelplink.com](http://www.EAPhelplink.com) Company

Code: KCLEAP5; 1-800-239-8783. You can also reach out to Human Resources for support, including help connecting with the EAP services.

## **7.12 Additional Benefits**

SBM provides additional benefits, including, but not limited to the following:

- **SBM Membership & Merchandise Discounts**  
Employees will receive a membership at the Family level, with all associated benefits, including a discount at the museum store in the Visitors Center. Any merchandise purchased on this discount program must be for your personal use.
- **Museum ID**, which allows free or discounted admission at many partner museums nationwide.
- **Official SBM tour upon hire** as part of the new hire Onboarding program.

All additional benefits are outlined in detail in the Annual Benefits Plan Overview document, which may be obtained from Human Resources.

## **7.13 Parking**

Free parking is available to all SBM employees in assigned lots. Employees must display a parking permit, obtained from the Administrative Assistant to the President or Human Resources.

Please note that on-site parking is extremely limited during SBM's large events. During these events, the museum prioritizes all parking spots to staff, volunteers, and visitors with handicap parking stickers; other staff are strongly encouraged to park on the neighborhood streets or nearby city parking lots whenever possible during large events.

SBM is not responsible for loss, damage or theft of your vehicle or its contents. Therefore, we suggest that you lock your car doors.

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

Strawbery Banke Museum provides staff members with a generous paid time off (PTO) package. Your PTO days are calculated according to SBM's fiscal year, April 1 to March 31.

All regular year-round, full-time SBM employees working 37.5 - 40 hours/week are provided the following paid time off (PTO):

- 150 hours (20 days) of vacation
- 75 hours (10 days) of sick leave, and
- 15 hours (2 days) of personal time.

PTO is prorated for all part-time year-round staff to correspond with their contracted hours/week, and will be defined in the SBM offer letter upon hire or change of employment status.

Upon request, the Finance Department can inform you of the number of PTO days you are entitled to or are remaining in that fiscal year.

During your initial year of employment, immediately upon hire, your PTO will be prorated based on the number of full months remaining in the year, and then rounded to the nearest whole day.

Seasonal employees, after working 75 hours in one calendar year, will receive one personal day, or equivalent of 7.5 personal hours. This paid time off must be approved in advance by your supervisor.

Sick leave is to be used for illness and medical related matters. Upon request, the Finance Department can inform you of the number of sick and personal days you are entitled to.

### Leave Usage and Requests for Leave

SBM encourages you to use your PTO time as an important component of your total compensation package.

You must request PTO from your supervisor as far in advance as possible, but at least 2 weeks in advance.

Supervisors will inform Human Resources of approved vacation.

SBM will generally grant requests for PTO when possible, taking business needs into consideration (e.g., when multiple staff members request the same time off, their seniority may determine priority in scheduling PTO times). You must take PTO in increments of at least 1 hour/day.

### During a Leave of Absence

SBM may require you to use any unused PTO during disability or family medical leave, or any other leave of absence, where permissible under local, state, and federal law.

### Carryover

You may not carry over unused PTO to the following fiscal year. Any unused PTO will be forfeited at the end of each fiscal year.

Employees are not paid in lieu of taking the actual time off.

### Separation of Employment

Upon separation of employment for any reason, you will forfeit any earned but unused PTO time unless state law dictates otherwise.

## **7.15 Holidays**

All full-time and part-time year-round employees are eligible for paid holidays immediately upon hire. Strawberry Banke Museum offers the following paid holidays each year:

1. New Year's Day
2. Martin Luther King Jr. Day
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Indigenous Peoples' Day
8. Thanksgiving Day
9. Veteran's Day OR Day after Thanksgiving (Employee's choice of one or the other)
10. Christmas Day

When a holiday falls on a Saturday, it will be observed the preceding Friday. Holidays falling on a Sunday will be observed the following Monday. There may be occasional exceptions.

All year-round staff members are entitled to the holidays that fall on the days and hours they are regularly scheduled to work.

Staff will be compensated for holidays in accordance with federal and state law. Nonexempt employees required to work on any of the holidays listed above will be paid time and one-half for hours worked on those days. There will be no additional holiday pay.

Upon termination, eligible employees are not paid for earned but unused holidays.

## **7.16 Bereavement Leave**

SBM recognizes the importance of taking leave when there is a death in the family. Where bereavement leave is not required by law, SBM will provide bereavement leave as follows:

Full-time and part-time year-round employees are eligible immediately upon hire for three paid days for the death of an immediate family member. You may use accrued but unused vacation/sick leave/personal days if additional time is needed. Additional unpaid time off may be granted at the discretion of SBM on a case-by-case basis. Requests for bereavement leave should be made to your immediate supervisor as soon as possible.

For purposes of this policy, *immediate family member* includes the following and applies both to the family of the employee and the employee's spouse or domestic partner: child (including foster child and stepchild), spouse, sister, brother, parents (including foster parents and stepparents), grandparents, and grandchildren. Speak with your immediate supervisor regarding your individual circumstances, including requests that fall outside of the "immediate family member" as defined here. Any exceptions will be on a case-by-case basis and must be approved by the President.

## **7.17 Personal Leave of Absence**

SBM Banke Museum recognizes that you may need time off from work in special circumstances that other leave policies may not address. In such cases, you may request a personal leave of absence.

### Eligibility

Under special circumstances, full-time and part-time year-round employees who have completed one year of employment may be granted a personal leave of absence without pay. The granting of this type of leave is for compelling reasons and is dependent upon the written approval of the President.

### Requesting Leave

Requests for unpaid personal leave must be submitted to your supervisor in writing at least 30 days in advance where practical. In emergency situations, written notice must be provided as soon as possible. The request should include the reason for the leave as well as the dates you expect to begin and end the leave.

Job performance, absenteeism, and departmental requirements will be taken into consideration before a request is approved. Requests for unpaid personal leave may be denied or granted for any reason and are within the sole discretion of SBM.

You will be required to use all available paid leave balances prior to taking an unpaid personal leave of absence. You may substitute any applicable and available paid leave for all or a portion of your unpaid personal leave.

PTO and other benefits will not accrue during an unpaid personal leave of absence. Holidays that occur during an unpaid personal leave of absence will not be paid.

If you are granted a personal leave of absence, reinstatement to your position or any position is not guaranteed. We will make reasonable efforts to return you to the same or similar job you held prior to the leave of absence, subject to our staffing and business requirements.

### Benefits While on Leave

Your SBM-provided health, dental, and vision benefits will be continued at the same level and under the same conditions as prior to the leave, for up to 4 weeks. SBM will continue to cover the cost of 80% of your health insurance, and you are responsible for payment of your portion of the insurance premium while on personal leave.

If you are on a personal leave of absence that exceeds 4 weeks, or you fail to pay your premium payment in a timely manner, SBM will provide you with information about your rights under COBRA (see section 7.31) and/or applicable state continuation coverage policies.

### Extension of Leave

You are required to return from unpaid personal leave on the originally scheduled return date. If you are unable to return, you must request an extension of the leave in writing at least 30 days in advance of the return date. Leave extensions will be considered on a case-by-case basis. If SBM denies the extension request, you must return to work on the originally scheduled return date or be considered to have voluntarily resigned from your employment.

#### Return to Work

In advance of your scheduled return date, your supervisor will arrange for you to resume your previous position, if available. However, SBM's need to fill a position may override the ability to hold a position open until your return. Therefore, we cannot assure our ability to reinstate you to any position after your leave. SBM retains the discretion to determine the similarity of any available positions and your qualifications. If we are unable to reinstate you or you refuse the offer of reinstatement to a different position, your leave status will be changed to a voluntary termination.

#### Failure to Return from Leave

If you fail to return to work after an unpaid leave of absence, you will be considered to have resigned your employment.

#### Alternative Employment

While on an unpaid leave of absence, you may not work or be gainfully employed either for yourself or others unless express, written permission to perform such outside work has been granted by SBM. If you are on a leave of absence and are found to be working elsewhere without permission, you will be subject to disciplinary action up to and including termination.

### **7.18 Social Security**

During your employment, you and SBM both contribute funds to the federal government to support the Social Security Program. This program is intended to provide you with retirement benefit payments and medical coverage once you reach retirement age.

### **7.19 Unemployment Compensation Insurance Policy**

Unemployment compensation insurance is paid for 100% by SBM and provides temporary income for staff members who have lost their job under certain circumstances. Your eligibility for unemployment compensation will, in part, be determined by the reasons for your separation from SBM.

### **7.20 Continuing Education Policy and Tuition Assistance**

SBM believes in supporting the individual growth and continuing education of its employees. To encourage employee development, SBM may offer a reimbursement program to eligible employees who attend job-related seminars or conferences.

If you are interested in attending an outside class and having SBM pay for your attendance, you are required to provide advance written notice describing the class, including the subject matter, length, and cost. Depending on the type of training, SBM may reimburse some or all of the fees, including materials expenses, meals, and transportation. If your supervisor approves of your attendance at a class that is not sponsored by SBM, you will be reimbursed once you have attended and paid for the class.

If Strawberry Banke Museum approves the requested continuing education program during normal working hours related to your employment and you are nonexempt, you will be paid training pay for that time.

In an effort to keep SBM informed of new developments in the field, we ask that you share any new information presented at the seminar or conference with the rest of the staff.

## **7.21 Severance Pay**

Any severance pay offered is at the discretion of SBM management and requires the employee to sign a Release of Claims Agreement as a condition of payment.

## **7.22 Family and Medical Leave Act (FMLA)**

Strawbery Banke will provide Family and Medical Leave Act (FMLA) leave to its eligible employees. SBM posts the mandatory FMLA Notice and upon hire provides all new employees with notices required by the U.S. Department of Labor (DOL) on Employee Rights and Responsibilities under the Family and Medical Leave Act in the Stoodley's 2<sup>nd</sup> floor staff break room, and as described in this Employee Handbook.

The function of this policy is to provide employees with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law.

If you have any questions, concerns, or disputes with this policy, you must contact Human Resources and/or the President & CEO in writing.

### **A. General Provisions**

Under this policy, SBM will grant up to 12 weeks of leave during a 12-month period to eligible employees (or up to 26 weeks of military caregiver leave to care for a covered service member with a serious injury or illness). The leave may be paid, unpaid or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy.

### **B. Eligibility**

To qualify to take family or medical leave under this policy, the employee must meet all of the following conditions:

- 1) The employee must have worked for SBM for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. Separate periods of employment will be counted, provided that the break in service does not exceed seven years. Separate periods of employment will be counted if the break in service exceeds seven years due to National Guard or Reserve military service obligations or when there is a written agreement, including a collective bargaining agreement, stating the employer's intention to rehire the employee after the service break. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.
- 2) The employee must have worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave. The 1,250 hours do not include time spent on paid or unpaid leave. Consequently, these hours of leave should not be counted in determining the 1,250 hours eligibility test for an employee under FMLA.
- 3) Be a full- or part-time, regular year-round employee (seasonal employees and interns are not eligible for this benefit).

### **C. Type of Leave Covered**

To qualify as FMLA leave under this policy, the leave must be for one of the reasons listed below:

- 1) The birth of a child and in order to care for that child.
- 2) The placement of a child for adoption or foster care and to care for the newly placed child.
- 3) To care for a spouse, child or parent with a serious health condition (described below).
- 4) The serious health condition (described below) of the employee.

An employee may take leave because of a serious health condition that makes the employee unable to perform the functions of their position.

A serious health condition is defined as a condition that requires inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or a condition that requires continuing care by a licensed health care provider.

This policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition that would result in a period of three consecutive days of incapacity with the first visit to the health care provider within seven days of the onset of the incapacity and a second visit within 30 days of the incapacity would be considered a serious health condition. For chronic conditions requiring periodic health care visits for treatment, such visits must take place at least twice a year.

Employees with questions about what illnesses are covered under this FMLA policy or under SBM's sick leave policy are encouraged to consult with Human Resources.

If an employee takes paid sick leave for a condition that progresses into a serious health condition and the employee requests unpaid leave as provided under this policy, SBM may designate all or some portion of related leave taken as leave under this policy, to the extent that the earlier leave meets the necessary qualifications.

5) Qualifying exigency leave for families of members of the National Guard or Reserve or of a regular component of the Armed Forces when the covered military member is on covered active duty or called to covered active duty.

An employee whose spouse, son, daughter or parent either has been notified of an impending call or order to covered active military duty or who is already on covered active duty may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service. The qualifying exigency must be one of the following:

- a. short-notice deployment
- b. military events and activities
- c. child care and school activities
- d. financial and legal arrangements
- e. counseling
- f. rest and recuperation
- g. post-deployment activities
- h. additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.

Eligible employees are entitled to FMLA leave to care for a current member of the Armed Forces, including a member of the National Guard or Reserve, or a member of the Armed Forces, the National Guard or Reserve who is on the temporary disability retired list, who has a serious injury or illness incurred in the line of duty on active duty for which they are undergoing medical treatment, recuperation, or therapy; or otherwise in outpatient status; or otherwise on the temporary disability retired list. Eligible employees may not take leave under this provision to care for former members of the Armed Forces, former members of the National Guard and Reserve, or members on the permanent disability retired list.

(6) To care for a covered service member with a serious injury or illness if the employee is the spouse, child, parent, or next of kin of the covered service member.

- a) A "son or daughter of a covered service member" means the covered service member's biological, adopted, or foster child, stepchild or legal ward, or a child for whom the covered service member stood in loco parentis, and who is of any age.
- b) A "parent of a covered service member" means a covered service member's biological, adoptive, step or foster parent, or any other individual who stood in loco parentis to the covered service member. This term does not include parents in law.
- c) The "next of kin of a covered service member" is the nearest blood relative, other than the covered service

member's spouse, parent, son or daughter, in the following order of priority: blood relatives who have been granted legal custody of the service member by court decree or statutory provisions, siblings, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as their nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made, and there are multiple family members with the same level of relationship to the covered service member, all such family members shall be considered the covered service member's next of kin and may take FMLA leave to provide care to the covered service member, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered service member's only next of kin. For example, if a covered service member has three siblings and has not designated a blood relative to provide care, all three siblings would be considered the covered service member's next of kin. Alternatively, where a covered service member has siblings and designates a cousin as their next of kin for FMLA purposes, then only the designated cousin is eligible as the covered service member's next of kin. An employer is permitted to require an employee to provide confirmation of covered family relationship to the covered service member pursuant to § 825.122(k).

"Covered active duty" means:

(a) "Covered active duty" for members of a regular component of the Armed Forces means duty during deployment of the member with the Armed Forces to a foreign country.

(b) *Covered active duty or call to covered active duty status* in the case of a member of the Reserve components of the Armed Forces means duty during the deployment of the member with the Armed Forces to a foreign country under a federal call or order to active duty in support of a contingency operation, in accordance with 29 CR 825.102.

The leave may commence as soon as the individual receives the call-up notice. (Son or daughter for this type of FMLA leave is defined the same as for child for other types of FMLA leave except that the person does not have to be a minor.) This type of leave would be counted toward the employee's 12-week maximum of FMLA leave in a 12-month period.

(7) Military caregiver leave (also known as covered service member leave) to care for an injured or ill service member or veteran.

An employee whose son, daughter, parent or next of kin is a covered service member may take up to 26 weeks of leave in a single 12-month period to care for that service member.

Next of kin is defined as the closest blood relative of the injured or recovering service member.

The term "covered service member" means:

(a) a member of the Armed Forces (including a member of the National Guard or Reserve) who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list, for a serious injury or illness; or

(b) a veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserve) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation or therapy.

The term "serious injury or illness" means:

(a) in the case of a member of the Armed Forces (including a member of the National Guard or Reserve), means an injury or illness that was incurred by the member in line of duty 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 on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating;

(b) in the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserve) at any time during a period when the person was a covered service member, means a qualifying (as defined by the Secretary of Labor) injury or illness incurred by a covered service member in the line of duty on active duty

that may render the service member medically unfit to perform the duties of their office, grade, rank or rating.

(c) Outpatient status, with respect to a covered service member, means the status of a member of the Armed Forces assigned to either a military medical treatment facility as an outpatient; or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

#### **D. Amount of Leave**

An eligible employee can take up to 12 weeks for the FMLA circumstances (No. 1) through (No. 5) above under this policy during any 12-month period. SBM will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, SBM will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.

An eligible employee can take up to 26 weeks for the FMLA circumstance (No. 6) above (military caregiver leave) during a single 12-month period. For this military caregiver leave, SBM will measure the 12-month period as a rolling 12-month period measured forward. FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available.

If a husband and wife both work for SBM and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition, the husband and wife may only take a combined total of 12 weeks of leave. If a husband and wife both work for SBM and each wishes to take leave to care for a covered injured or ill service member, the husband and wife may only take a combined total of 26 weeks of leave.

#### **E. Employee Status and Benefits During Leave**

While an employee is on FMLA leave, SBM will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work, unless otherwise requested by the employee.

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, SBM will require the employee to reimburse SBM the amount it paid for the employee's health insurance premium during the leave period.

- Under current SBM policy, the employee pays a portion of the health care premium. While on paid leave, the employer will continue to make payroll deductions to collect the employee's share of the premium. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. Your health coverage may cease if your premium payment is more than 30 days late. If your payment is more than 30 days late, we will send you a letter to this effect. If we do not receive your co-payment within 15 days of this letter, your coverage will cease.

#### **F. Employee Status After Leave**

An employee who takes leave under this policy may be asked to provide a fitness for duty (FFD) clearance from a health care provider. This requirement will be included in the employer's response to the FMLA request. Generally, an employee who takes FMLA leave will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. The position will be the same or one that is virtually identical in terms of pay, benefits and working conditions. SBM may choose to exempt certain key employees from this requirement and not return them to the same or similar position when doing so will cause substantial and grievous economic injury to business operations. Key employees will be given written notice at the time FMLA leave is requested of their status as a key employee.

#### **G. Use of Paid and Unpaid Leave**

An employee who is taking FMLA leave because of the employee's own serious health condition or the serious health condition of a family member must use all paid vacation, personal or sick leave prior to being eligible for unpaid leave. Sick leave may be run concurrently with FMLA leave if the reason for the FMLA leave is covered by the established sick leave policy.

Disability leave for the birth of a child and for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA. For example, if an employer provides six weeks of pregnancy disability leave, the six weeks will be designated as FMLA leave and counted toward the employee's 12-week entitlement. The employee may then be required to substitute accrued (or earned) paid leave as appropriate before being eligible for unpaid leave for what remains of the 12-week entitlement. An employee who is taking leave for the adoption or foster care of a child must use all paid vacation, personal or family leave prior to being eligible for unpaid leave.

An employee who is using military FMLA leave for a qualifying exigency must use all paid vacation and personal leave prior to being eligible for unpaid leave. An employee using FMLA military caregiver leave must also use all paid vacation, personal leave or sick leave (as long as the reason for the absence is covered by SBM's sick leave policy) prior to being eligible for unpaid leave.

#### **H. Intermittent Leave or a Reduced Work Schedule**

The employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for an injured or ill service member over a 12-month period).

SBM may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, in instances when leave for the employee or employee's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth or placement for adoption or foster care.

For the birth, adoption or foster care of a child, SBM and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced-hour schedule. Leave for birth, adoption or foster care of a child must be taken within one year of the birth or placement of the child.

If the employee is taking leave for a serious health condition or because of the serious health condition of a family member, the employee should try to reach agreement with SBM before taking intermittent leave or working a reduced-hour schedule. If this is not possible, then the employee must prove that the use of the leave is medically necessary.

#### **I. Certification for the Employee's Serious Health Condition**

SBM will require certification for the employee's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Medical certification will be provided using the DOL Certification of Health Care Provider for Employee's Serious Health Condition.

SBM may directly contact the employee's health care provider for verification or clarification purposes using a health care professional, an HR professional, leave administrator or management official. SBM will not use the employee's direct supervisor for this contact. Before SBM makes this direct contact with the health care provider, the employee will be given an opportunity to resolve any deficiencies in the medical certification. In compliance with HIPAA Medical Privacy Rules, SBM will obtain the employee's permission for clarification of individually identifiable health information.

SBM has the right to ask for a second opinion if it has reason to doubt the certification. SBM will pay for the employee to get a certification from a second doctor, which SBM will select. SBM may deny FMLA leave to an employee who refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. If necessary to resolve a conflict between the original certification and the second opinion, SBM will require the opinion of a third doctor. SBM and the employee will mutually select the third doctor, and SBM will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

## **J. Certification for the Family Member's Serious Health Condition**

SBM will require certification for the family member's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Medical certification will be provided using the DOL Certification of Health Care Provider for Family Member's Serious Health Condition.

SBM may directly contact the employee's family member's health care provider for verification or clarification purposes using a health care professional, an HR professional, leave administrator or management official. SBM will not use the employee's direct supervisor for this contact. Before SBM makes this direct contact with the health care provider, the employee will be given an opportunity to resolve any deficiencies in the medical certification. In compliance with HIPAA Medical Privacy Rules, SBM will obtain the employee's family member's permission for clarification of individually identifiable health information.

SBM has the right to ask for a second opinion if it has reason to doubt the certification. SBM will pay for the employee's family member to get a certification from a second doctor, which SBM will select. SBM may deny FMLA leave to an employee whose family member refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. If necessary to resolve a conflict between the original certification and the second opinion, SBM will require the opinion of a third doctor. SBM and the employee will mutually select the third doctor, and SBM will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

## **K. Certification of Qualifying Exigency for Military Family Leave**

SBM will require certification of the qualifying exigency for military family leave. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification of Qualifying Exigency for Military Family Leave.

## **L. Certification for Serious Injury or Illness of Covered Service member for Military Family Leave**

SBM will require certification for the serious injury or illness of the covered service member. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification for Serious Injury or Illness of Covered Service member.

## **M. Recertification**

SBM may request recertification for the serious health condition of the employee or the employee's family member no more frequently than every 30 days unless circumstances have changed significantly, or if the employer receives information casting doubt on the reason given for the absence, or if the employee seeks an extension of their leave. Otherwise, SBM may request recertification for the serious health condition of the employee or the employee's family member every six months in connection with an FMLA absence. SBM may provide the employee's health care provider with the employee's attendance records and ask whether need for leave is consistent with the employee's serious health condition.

## **N. Procedure for Requesting FMLA Leave**

All employees requesting FMLA leave must provide verbal or written notice of the need for the leave to Human Resources. Within five business days after the employee has provided this notice, the Human Resources Department will complete and provide the employee with the DOL Notice of Eligibility and Rights.

When the need for the leave is foreseeable, the employee must provide the employer with at least 30 days notice. When an employee becomes aware of a need for FMLA leave less than 30 days in advance, the employee must provide notice of the need for the leave either the same day the need for leave is discovered or the next business day. When the need for FMLA leave is not foreseeable, the employee must comply with SBM's usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances.

## **O. Designation of FMLA Leave**

Within five business days after the employee has submitted the appropriate certification form, the Human Resources Department will complete and provide the employee with a written response to the employee's request for FMLA leave using the DOL Designation Notice.

## **P. Intent to Return to Work from FMLA Leave**

On a basis that does not discriminate against employees on FMLA leave, SBM may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

### **7.23 Paid Parental and Short-Term Disability Leave**

SBM values employees' work-life balance and as such, will provide up to six (6) weeks of paid parental and short-term disability leave to employees following a qualifying event including the birth of an employee's child or the placement of a child with an employee in connection with adoption or foster care for all full-time, year-round employees who qualify for Federal Family and Medical Leave Act (FMLA).

The purpose of paid parental and short-term disability leave is to ensure employees are paid 100% for up to six weeks of their leave. The additional purpose of paid parental leave is to enable the employee to care for and bond with a newborn, a newly adopted, or a newly placed child in their family.

This policy will run concurrently with Family and Medical Leave Act (FMLA) leave and as a supplement to the Short-Term Disability Insurance benefit (refer to section 7.22), as applicable. This policy will be in effect for births, adoptions, placements of foster children, and any event qualifying for short-term disability.

Because short-term disability pays only a portion of the employee's weekly salary, Strawberry Banke will pay the difference between the employee's regular weekly pay at the time of leave and the amount the employee receives under the short-term disability policy for up to the first 6 weeks of the employee's leave of absence, each calendar year.

#### **Eligibility**

Eligible employees must meet the following criteria:

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

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

- Have given birth to a child.
- Be a spouse or committed partner of a person who has given birth to a child.
- Have adopted a child or been placed with a foster child (in either case, the child must be age 17 or younger). The adoption of a new spouse's child is excluded from this policy.
- Qualify for short-term disability.

#### **Amount, Time Frame and Duration of Paid Parental and Short-Term Disability Leave**

- Each week of paid parental and short-term disability leave is compensated at 100 percent of the employee's regular, straight-time weekly pay. Paid parental and short-term disability leave will be paid on a biweekly basis on regularly scheduled pay dates.
- Eligible employees will receive a maximum of six (6) weeks of paid parental leave per birth, adoption or placement of a child/children. The fact that a multiple birth, adoption or placement occurs (e.g., the birth of

twins or adoption of siblings) does not increase the six-week total amount of paid parental leave granted for that event. In addition, in no case will an employee receive more than six weeks of paid parental leave in a rolling 12-month period, regardless of whether more than one birth, adoption or foster care placement event occurs within that 12-month time frame.

- Approved paid parental or short-term disability leave may be taken at any time during the three-month period immediately following the qualifying event. Paid parental and short-term disability leave may not be used or extended beyond this three-month time frame.
- In the event of an employee who has given birth or otherwise qualifies for short-term disability, the six weeks of paid parental leave will commence simultaneously with any short-term disability leave benefit provided to the employee for the employee's own medical recovery.
- Employees must take paid parental and/or short-term disability leave in one continuous period of leave and must use all paid parental and short-term disability leave during the three-month time frame indicated above. Any unused paid parental and short-term disability leave will be forfeited at the end of the three-month time frame.
- An employee who has notified SBM of their intent to return at the end of their parental or short-term disability leave will be reinstated to their original job or a comparable position with comparable pay and accumulated seniority, retirement, fringe and other benefits unless SBM's circumstances have so changed as to make it unreasonable or impossible to do so.
- Upon termination of the individual's employment at SBM, the employee will not be paid for any unused paid parental leave for which they were eligible.

#### **Coordination with Other Policies**

- Paid parental and short-term disability leave taken under this policy will run concurrently with leave under the FMLA; thus, any leave taken under this policy that falls under the definition of circumstances qualifying for leave due to the birth or placement of a child due to adoption or foster care, the leave will be counted toward the 12 weeks of available FMLA leave per a 12-month period. All other requirements and provisions under the FMLA will apply. In no case will the total amount of leave—whether paid or unpaid—granted to the employee under the FMLA exceed 12 weeks during the 12-month FMLA period. Please refer to the Family and Medical Leave Policy for further guidance on the FMLA.
- After the paid parental and short-term disability leave is exhausted, the balance of FMLA leave (if applicable) will be compensated through employees' Paid Time Off (PTO). Upon exhaustion of PTO, any remaining leave will be unpaid leave. Please refer to the Family and Medical Leave Policy for further guidance on the FMLA.
- SBM will maintain all benefits for employees during the paid parental and short-term disability leave period just as if they were taking any other PTO such as paid vacation leave or paid sick leave.
- If a holiday occurs while the employee is on paid parental and short-term disability leave, such day will be charged to holiday pay; however, such holiday pay will not extend the total paid parental and short-term disability leave entitlement.
- An employee who takes paid parental and short-term disability leave that does not qualify for FMLA leave will be afforded the same level of job protection for the period of time that the employee is on paid parental and short-term disability leave as if the employee were on FMLA-qualifying leave.

#### **Requests for Paid Parental and Short-Term Disability Leave**

- The employee will provide their supervisor and the human resource department with notice of the request for leave at least 30 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible). The employee must complete the necessary HR forms and provide all documentation as required by the HR department to substantiate the request.
- As is the case with all organization policies, SBM has the exclusive right to interpret this policy.

SBM will not retaliate against staff members who request or take leave in accordance with this policy.

## 7.24 Pregnancy Disability Leave Policy

Pregnant employees may continue to work until they are certified as unable to work by their physician.

If you are unable to perform the essential functions of your job due to a temporary physical disability resulting from pregnancy, childbirth, or related medical conditions, Strawberry Banke Museum will permit you to take a leave of absence for the period of your disability. If you are also eligible for leave under the federal Family and Medical Leave Act (FMLA), such leave will run concurrently. Eligible employees are required to apply for the Short-Term Disability benefit.

Upon return to work, you will be reinstated to your original job or to a comparable position unless business necessity makes doing so impossible or unreasonable.

SBM will not retaliate against staff members who request or take leave in accordance with this policy.

## 7.25 COVID-19 Safety Policies

### Purpose:

Strawberry Banke Museum is committed to providing and maintaining a workplace that is free of known hazards. Therefore, this policy is to safeguard the health and wellbeing of SBM employees (including both staff members and volunteers), and their families, SBM visitors, and the community we serve, from COVID-19. This includes providing flexible remote work conditions, **a screening process for employees working on-site, an effective required vaccination program, and a self-quarantine policy following travel and group gatherings for those who are unvaccinated or choose not to share their vaccination status.**

The following policies are strictly enforced throughout the COVID-19 pandemic until further notice, and will be monitored and adapted as changes evolve per local, state, and federal guidelines, as well as health expert recommendations.

### Remote Work:

Throughout the COVID-19 pandemic, all year-round staff members are encouraged to work remotely whenever the essential duties of their job allow (see Employee Handbook section 6.20: Telecommuting/Remote Work).

### On-Site Work:

SBM provides paper copies of the [CDC screening questions](#) along with a daily sign-in sheet in all shared buildings (Stoodley's, TVC, and Carter Center). Employees working on-site at SBM are required to review these questions and sign in at the start of their workday. By signing in to work on-site at SBM, you agree that you meet all of the CDC guidelines for returning to the workplace. You also agree to stay home if you answer "yes" to any of the CDC screening questions.

When reporting for work on-site during the COVID-19 pandemic, all employees also agree to adhere to the following SBM safety requirements:

- I will comply with SBM's [face covering/mask policy](#) while on SBM property. This mask policy may change periodically to align with that enforced by the City of Portsmouth.
- I will have a mask readily available at all times while on SBM property, and I understand that one will be provided to me by SBM upon request.
- When I am fully vaccinated<sup>1</sup> and I share my vaccination record card with Human Resources, I will not be required to wear a mask indoors in the administrative offices, but I will be required to wear a mask in visitor-facing buildings, and outdoors when 6' distancing cannot be maintained.

---

<sup>1</sup> "Fully vaccinated" is defined by the CDC as:

- 2 weeks after their second dose in a 2-dose series, such as the Pfizer or Moderna vaccines, or
- 2 weeks after a single-dose vaccine, such as Johnson & Johnson's Janssen vaccine

If you don't meet these requirements, you are NOT fully vaccinated. Keep taking all [precautions](#) until you are fully vaccinated.

Source: [When You've Been Fully Vaccinated | CDC](#)

- I will maintain safe physical distancing of at least 6 or more feet between myself and others at all times.
- I will avoid using other workers' phones, desks, offices, or other shared work tools and equipment whenever possible.
- I will disinfect moderate- to high-touch surfaces after use.
- I will frequently wash my hands and/or use the provided hand sanitizer.
- I will avoid touching my face, eyes, or mouth, and will practice good respiratory etiquette. This includes coughing and sneezing into a tissue or your elbow rather than into my hands. I will wash my hands after coughing or sneezing.
- I will go home immediately if I experience COVID-19 symptoms (as outlined in the CDC screening questions), become sick, or learn I have had potential exposure to someone who has tested positive for COVID-19.
- I am committed to maintaining a safe and healthy work environment at SBM.
- I agree to follow all guidelines issued by SBM, as well as local, state, and federal officials.

#### COVID-19 Required Vaccination Policy:

The COVID-19 vaccination is required for all SBM employees, unless otherwise discussed with HR. SBM requires all employees to receive the COVID-19 vaccination as soon as possible based upon the availability of the vaccine and vaccination prioritization guidelines.

Year-round employees are permitted to receive the vaccination while on paid work time and departments must provide flexibility in scheduling to allow employees to receive the vaccination during their scheduled work hours.

Accommodation requests will be considered for all employees who discuss their individual circumstances with HR, regardless of vaccination status.

Unvaccinated employees working on SBM property will be required to wear a face mask at all times (both indoors and outdoors regardless of distancing). Unvaccinated employees will not be permitted to work or take scheduled breaks in shared office spaces or other SBM buildings occupied by other employees. Unvaccinated employees will also be required to continue complying with all other SBM COVID-19 policies including self-quarantining following travel and large gatherings until further notice (see below for more details).

As a result, all unvaccinated employees agree to the above conditions of employment, and allow HR to share their vaccination status with their immediate supervisor in order to enforce the policy.

For the foreseeable future, all employees, including those who are fully vaccinated, are required to continue complying with the SBM face covering policy and other COVID safety requirements as outlined above. This policy will continue to be strictly enforced throughout the SBM buildings and grounds, even for fully vaccinated individuals, until future notice.

Fully vaccinated employees who share their proof of vaccination with Human Resources will be permitted to return to work inside the SBM buildings, and will be exempt from SBM's self-quarantine requirements (see below for more details), but will be required to continue complying with all current SBM and CDC guidelines as well as local, state, and federal regulations.

If a fully vaccinated employee chooses not to share their proof of vaccination, they will be required to follow all policies that relate to unvaccinated employees.

Disclosure of vaccination status should not include any additional medical information. Any employee disclosure of vaccination status will be treated as private and confidential medical information. Managers, supervisors, and department heads are restricted from asking employees any questions about the reason(s) for not getting vaccinated.

This policy complies with applicable laws and is based on local, state, and federal guidelines, as well as and health expert recommendations.

#### COVID-19 Self-quarantine Policy following Travel & Group Gatherings:

Once employees provide SBM with proof of full vaccination, they are exempt from the following self-quarantine requirements, but are required to continue complying with all current SBM and CDC guidelines as well as local, state, and federal regulations.

SBM requires that unvaccinated employees speak with their supervisor in advance when planning travel outside of New England, and/or attending large group gatherings (see below for more details).

If unvaccinated SBM employees choose to travel or attend large group gatherings, they will be required to self-quarantine for 14 days upon return home or after attending the group gathering. The employee should discuss the options with their supervisor in advance, including the option to work remotely during this self-quarantine period. If the employee is unable to conduct their essential work duties remotely, they will be required to use their choice of PTO (sick, personal days, and/or vacation time) or unpaid leave if PTO is exhausted, until the 14 day self-quarantine period has expired.

Any questions or concerns may be directed to the President and/or the Director of Human Resources.

For the purposes of this COVID-19 self-quarantine policy, SBM expands upon the following terms:

I. Travel:

- Examples that would require a quarantine period include, but are not limited to:
  - Both day and overnight visits where you have close interactions with people who are not fully vaccinated and/or have not been practicing the recommended COVID safety precautions such as physical distancing, and/or people who have been exposed to someone who tested positive for COVID within the last 14 days.
  - Travel that involves public transportation of any kind (e.g., plane, train, bus, subway, ride shares).
- Examples that would not require a quarantine period:
  - Commuting to/from SBM and an employee's home.
  - Travel to visit a family or friend who is fully vaccinated and/or has been practicing the recommended COVID safety precautions (masks and physical distancing in public), and has not been in contact with someone who recently tested positive for COVID.
  - Travel to an outdoor location where a minimum of 6' distancing is maintained (e.g., hiking, the beach, outdoor dining, etc.).
  - Essential trips such as grocery shopping, banking, and other errands provided that masks and other strict safety precautions are taken.

II. Large Group Gatherings:

For the purposes of this policy, "Large Group Gatherings" are not defined as being in a public space with a specific number of people, but rather, attending an event/program/activity in which you are in close physical contact with a large group of people at one time and COVID safety precautions are not strictly enforced.

- Examples that would require a quarantine period include, but are not limited, to:
  - Attending an event in which people are seated, standing, or conversing with more than 25 people at a time (e.g., attending a wedding as a guest, going to an indoor movie theater, attending a large concert, attending a large group protest, dining indoors at a restaurant where 6' distancing is not enforced).
  - Visiting a crowded beach where people are not practicing physical distancing or wearing masks.
- Examples that would not require a quarantine period:
  - Interacting with a group of people while practicing strict safety precautions such as wearing a mask, maintaining 6' distancing at all times, and frequent handwashing. This includes job duties performed at SBM or while working a second job.
  - Outdoor dining where 6' distancing and other COVID safety precautions are strictly enforced.

## **7.26 Military Leave (USERRA)**

Strawbery Banke Museum complies with applicable federal and state law regarding military leave and re-employment rights. Unpaid military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA; with amendments) and all applicable state law. You must submit documentation of the need for leave to your supervisor and Human Resources. When returning from military leave of absence, you will be reinstated to your previous position or a similar position, in accordance with state and federal law. You must notify your supervisor of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits, and reinstatement upon return from military leave, contact Human Resources.

## **7.27 Jury Duty Leave**

Strawbery Banke Museum encourages staff members to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your supervisor as soon as possible to make scheduling arrangements.

Exempt staff members will receive their normal salary less payments received for serving as a juror. Nonexempt staff members will not be compensated for time spent on jury duty. You may opt to use PTO in place of unpaid leave.

SBM reserves the right to require staff members to provide proof of jury duty service to the extent authorized by law.

If you are excused from jury duty during your regular working hours, you are expected to return to your job that day.

SBM will not retaliate against staff members who request or take leave in accordance with this policy.

## **7.28 Crime Victim Leave Policy**

Strawbery Banke Museum will permit you to take unpaid leave to participate in investigations, or court or other related legal proceedings, under the following circumstances:

1. Where you are the victim of a crime or attempted crime.
2. Where your immediate family member is a victim of a crime or attempted crime and is a minor.
3. Where your immediate family member is a victim of homicide.

*Immediate family member* means your parent, stepparent, child, stepchild, sibling, spouse, grandparent, or legal guardian; or any person involved in an intimate relationship with you and residing in the same household.

If you need to take crime victim leave, notify your supervisor and make scheduling arrangements. SBM may request documentation supporting your need for leave.

Leave under this policy will be unpaid; however, exempt staff members may be paid as required by law. You may choose to use PTO for any unpaid leave.

SBM will not retaliate against staff members who request or take leave in accordance with this policy.

## **7.29 Emergency Services Leave**

If you are a member of a fire department, rescue squad, or emergency medical services agency and are called into service by the state or a political subdivision during an emergency declared by the New Hampshire Governor or legislature, Strawbery Banke Museum will provide you with unpaid leave to respond unless SBM certifies that you are essential to its own emergency or disaster relief activities.

You may substitute your available PTO while on leave under this policy.

## **7.30 Voting Leave**

If your work schedule prevents you from voting on Election Day, SBM will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of your supervisor, consistent with applicable legal requirements. If you are required to be at work for the entire polling period, or are in transit to or from work during this entire period, you may apply to vote via absentee ballot.

## **7.31 Consolidated Omnibus Budget Reconciliation Act (COBRA)**

The Consolidated Omnibus Budget Reconciliation Act (COBRA) provides the opportunity for eligible Strawbery Banke Museum staff members and their beneficiaries to continue health insurance coverage under SBM health plan when a "qualifying event" could result in the loss of eligibility. Qualifying events include resignation, termination of

employment, death of an employee, reduction in hours, a leave of absence, divorce or legal separation, entitlement to Medicare, or where a dependent child no longer meets eligibility requirements.

Contact Human Resources to learn more about your COBRA rights.

## **8.0 Safety and Loss Prevention**

### **8.1 General Safety Policy**

It is the responsibility of all Strawberry Banke Museum staff members to maintain a healthy and safe work environment. Safety can only be achieved through teamwork at SBM. Each employee must practice safety awareness by thinking defensively, anticipating unsafe situations and reporting unsafe conditions immediately.

Please observe the following precautions:

1. Report all emergency situations, safety hazards, occupational illnesses, or injuries to your supervisor as soon as reasonably possible and complete an occupational illness or injury form as needed. If you are injured or become sick at work, no matter how slightly, you must inform your supervisor immediately
2. Use, adjust and repair machines and equipment only if you are trained and qualified.
3. Get help when lifting or pushing heavy objects.
4. Understand your job fully and follow instructions. If you are not sure of the safe procedure, don't guess, ask your supervisor.
5. Know the locations, contents and use of first aid and firefighting equipment.
6. Wear personal protective equipment in accordance with the job you are performing.
7. Comply with OSHA standards as written in our safety procedures manual.

A violation of a safety precaution is in itself an unsafe act. Failure to follow SBM health and safety rules may result in disciplinary action, up to and including termination of employment.

### **8.2 Reporting Thefts**

SBM staff will report thefts, suspected or confirmed, to the Director of Facilities immediately. The theft report form will be used to capture the necessary information for filing with the local authorities. This policy is in place to allow for tracking of thefts at the museum and puts in place a system for reporting these to the proper authority.

### **8.3 Business Closure and Emergencies**

SBM recognizes that inclement weather and other emergencies may affect your ability to get to work. In such situations, your safety is paramount.

#### Company Closure

Examples of emergencies when SBM may close include, but are not limited to, power outages, or severe weather.

#### Notification

In an emergency, SBM will make every effort to notify you of the closing by email/phone/website. SBM utilizes an emergency text alert system, and employees are encouraged to opt-in to receive automatic text alerts in the case of emergencies. You may opt-in on the corresponding form provided to you upon hire, or contact your supervisor or Human Resources at any time to make a change to your text alert preferences.

These notification efforts assume that you have access to electricity and internet and/or phone service.

When SBM is unable to notify you of the closure, use common sense to assess the safety and practicality of the situation. In a regional power outage, for example, SBM is likely to have no power. If there is reported flash flooding in your area, report to work only if you can make it safely.

### Partial-Day Closure

If an emergency event such as inclement weather or a power outage occurs, SBM may decide to close mid-day. When SBM closes mid-day, you will be instructed to leave immediately so that the conditions do not further deteriorate and affect your ability to travel safely.

If you are exempt and are working at home with prior permission, or at the office on the day of the partial day closure, you will be paid your normal salary for the week. If you are nonexempt, you will be paid for the hours you worked, unless state law dictates otherwise.

### Remote Work

If it is possible for an employee to work from home, they may do so with their supervisor's prior approval. Employees must submit a summary of the work completed while at home along with their timesheet.

If you are nonexempt, only actual hours worked should be recorded and vacation/personal time should be used for any hours not worked for the remainder of the day.

### Notified of Closure Prior to Reporting to Work

If you are nonexempt and are notified of a closure prior to reporting to work, you will not be paid during the closure, unless state law dictates otherwise. If you are exempt, you will be paid your normal salary for the week.

### Benefits Coverage

Your health insurance coverage will be maintained by SBM during the closure on the same basis as if you were still working.

### Extending Leave

When SBM closure ends, you are expected to report to work. Contact your supervisor if you cannot return to work at the end of the closure. SBM recognizes that you may need additional time off for emergency situations. These will be assessed on a case-by-case basis.

### If You Cannot Get to Work

Unique circumstances may affect your ability to come to work even when SBM is able to remain open. SBM recognizes that in a severe national or regional disaster, all methods of communication may be unavailable; however, you should continue to try and contact your supervisor, by any method possible.

Time missed under circumstances where SBM remains open and you are unable to report to work is to be used as vacation time, personal time, or is unpaid.

### In an Emergency

The President should be notified immediately when an emergency occurs. Emergencies include all fire or other damage to the property, accidents, medical situations, bomb threats, and other threats of violence. If the President is unavailable, contact the Director of Facilities and Special Projects.

Should an emergency result in the need to communicate information to employees outside of business hours, the President will contact you. Therefore, it is important that employees keep their personal emergency contact information up to date. Notify Human Resources in the event this information changes.

Copies of the museum's Emergency Procedure Manual are available in the President's office, the Tyco Visitors Center, Carter Collections Center, and all staffed exhibit houses.

When events warrant an evacuation of the building, you should follow the instructions of the President or other manager. You should leave the building in a quick and orderly manner. You should assemble at the predetermined location as communicated to you by the President to await further instructions or information.

Please direct any questions you may have about SBM's emergency procedures to the President, Director of Facilities and Special Projects, Human Resources, or a member of the Safety Committee.

## **8.4 Drug-Free Workplace Act and Policy**

SBM has vital interests in ensuring a safe, healthy and efficient working environment for our employees and the visitors we serve. The unlawful or improper use of controlled substances or alcohol in the workplace presents a danger to everyone. In addition, as a federal grant recipient, SBM has a duty to comply with the requirements of the Drug-Free Workplace Act of 1988, which is a part of Public Law 100-690, Anti-Drug Abuse Act of 1988. The federal Drug-Free Workplace Act of 1988 (§ 5152) covers grants and contracts for the procurement of any service with a value of \$25,000 or more. For these reasons, we have established as a condition of employment and continued employment with Strawberry Banke that employees adhere to the following drug- and alcohol-free workplace policy.

### *Drug-Free Workplace Act*

To comply with the federal Drug-Free Workplace Act of 1988 (§ 5152), federal agency contractors and federal grant recipients must provide a drug-free workplace. These federal contractors and grant recipients will:

- Publish a statement prohibiting the unlawful manufacture, distribution, dispensation, possession, or use of illegal drugs in the workplace and specify the actions that will be taken against staff members for violations.
- Distribute a copy of the policy statement to staff members engaged in the performance of a federal grant or contract.
- Notify staff members that compliance with the policy is a condition of employment on such grant or contract and that staff members must abide by the terms of the policy statement. The policy statement includes the requirement that staff members notify SBM of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- Notify the granting or contracting agency within 10 days after learning of a criminal drug statute conviction.
- Impose a sanction as required under this act on staff members who are so convicted.
- Establish a program of drug-free awareness, informing staff members about SBM's policy of maintaining a drug-free workplace, the penalties that may be imposed upon staff members for drug-abuse violations, the dangers of drug abuse in the workplace, and any available drug counseling, rehabilitation, and assistance programs.
- Make a good faith effort to continue to maintain a drug-free workplace through implementation of these requirements.

### *Americans with Disabilities Act*

In addition to complying with the federal Drug-Free Workplace Act of 1988, SBM must comply with the requirements of the Americans with Disabilities Act of 1990 (ADA). Individuals who currently use drugs illegally are not individuals with disabilities protected under the ADA when an employer takes action because of their continued use of drugs. This includes people who use prescription drugs illegally as well as those who use illegal drugs. However, people who have been rehabilitated and do not currently use drugs illegally, or who are in the process of completing a rehabilitation program, may be protected by the ADA.

### *SBM Drug- and Alcohol Free Workplace Policy*

SBM is committed to providing a safe, healthy, and productive work environment for our employees, volunteers, and the visitors we serve. Consistent with this commitment, and in compliance with the federal Drug-Free Workplace Act of 1988, SBM has adopted the following policy that must be adhered to as a condition of employment.

SBM expressly prohibits staff members from engaging in the following activities when they are on duty or conducting SBM business or on SBM premises (whether or not they are working):

- The use, abuse, influence, possession, manufacture, dispensation, or distribution of controlled substances including alcohol, illegal drugs, or other impairing substances in all work locations is prohibited.
- The possession, sale, purchase, transfer, or transit of any illegal or unauthorized drug, including prescription medication that is not prescribed to the individual, or drug-related paraphernalia.

- The illegal use or abuse of prescription drugs.
- Any staff members convicted of a criminal drug statute violation occurring in the workplace must notify their supervisor of the conviction within five days after the conviction. As required by the federal Drug-Free Workplace Act of 1988, SBM must inform contracting or granting agencies of such convictions within 10 days after receiving notification or otherwise receiving notice of a conviction.
- Upon receiving such notification, SBM, in conjunction with the location concerned, will take all steps necessary to assure the proper conduct of sponsored projects and programs. If a decision is reached to allow the affected individual to continue employment with SBM, the individual must participate in and satisfactorily complete an approved drug abuse assistance or rehabilitation program.

Being under the influence of alcohol, illegal drugs (as classified under federal, state, or local laws), or other impairing substances while on the job pose a serious health and safety risk to others, and will not be tolerated.

While the use of marijuana has been legalized under some state laws for medicinal and/or recreational uses, it remains an illegal drug under federal and State of New Hampshire law. SBM does not discriminate against staff members solely on the basis of their lawful off-duty use of marijuana. You may not consume or be under the influence of marijuana while on duty or at work. If you have a valid prescription for medical marijuana, refer to SBM Disability Accommodation policy for additional information.

Nothing in this policy is meant to prohibit your appropriate use of over-the-counter medication or other medication that can legally be prescribed under both federal and state law, if it does not impair your job performance or safety or the safety of others. If you take over-the-counter medication or other medication that can legally be prescribed under both federal and state law to treat a disability, inform your supervisor if you believe the medication may impair your job performance, safety, or the safety of others or if you believe you need a reasonable accommodation before reporting to work while under the influence of that medication.

#### Employer-Sponsored Events

From time to time, SBM may sponsor social or business-related events where alcohol may be served. This policy does not prohibit the use or consumption of alcohol at these events. However, with your direct supervisor's permission, you may choose to consume alcohol at such events, but you must do so responsibly and maintain your obligation to conduct yourself properly and professionally at all times.

#### Violations

Violation of this policy may result in disciplinary action, up to and including termination of employment.

SBM will evaluate its obligations in accordance with state and other applicable laws where required, on a case by case basis.

### **8.5 Nonsmoking Policy**

Strawbery Banke Museum is committed to providing a safe and healthy environment, and is concerned about the effect that smoking and secondhand smoke inhalation can have on its staff members, volunteers, visitors, and the greater community. Smoking is not permitted on SBM property.

SBM prohibits discrimination against staff members based on their off-premises, off-duty tobacco usage.

### **8.6 Concealed Weapons**

Possession, use or sale of weapons, firearms or explosives on work premises, or while engaged in SBM business off premises is forbidden except where expressly authorized by SBM and permitted by state and local laws. This policy applies to all employees, including but not limited to those who have a valid permit to carry a firearm.

Employees who are aware of violations or threats of violations of this policy are required to report such violations or threats of violations to their supervisor immediately.

Violations of this policy will result in disciplinary action, up to and including discharge.

## **8.7 Policy Against Workplace Violence**

As the safety and security of our staff members, visitors, volunteers, vendors, contractors, and the general public is in the best interests of Strawberry Banke Museum, we are committed to working with our staff members to provide a work environment free from violence, intimidation, and other disruptive behavior.

### Zero Tolerance Policy

SBM has a zero tolerance policy regarding workplace violence and will not tolerate acts or threats of violence, harassment, intimidation, and other disruptive behavior, either physical or verbal, that occurs in the workplace or other areas. This applies to management, co-workers, staff members, and nonemployees such as contractors, customers, and visitors.

Workplace violence can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm, damage to property, or any intentional behavior that may cause a person to feel threatened.

### Prohibited Conduct

Prohibited conduct includes, but is not limited to:

- Physically injuring another person.
- Threatening to injure a person or damage property by any means, including verbal, written, direct, indirect, or electronic means.
- Taking any action to place a person in reasonable fear of imminent harm or offensive contact.
- Possessing, brandishing, or using a firearm on SBM property or while performing SBM business except as permitted by state law.
- Violating a restraining order, order of protection, injunction against harassment, or other court order.

### Reporting Incidents of Violence

Report to your supervisor or Human Resources, in accordance with this policy, any behavior that compromises our ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know. You are expected to cooperate in any investigation of workplace violence.

### Violations

Violating this policy may subject you to criminal charges as well as discipline up to and including immediate termination of employment.

### Retaliation

Victims and witnesses of workplace violence will not be retaliated against in any manner. In addition, you will not be subject to discipline for, based on a reasonable belief, reporting a threat or for cooperating in an investigation.

If you initiate, participate, are involved in retaliation, or obstruct an investigation into conduct prohibited by this policy, you will be subject to discipline up to and including termination.

If you believe you have been retaliated against, immediately report the matter to Human Resources, the President & CEO, or the Chair of the Board.

## **9.0 Trade Secrets and Inventions**

### **9.1 Confidentiality and Nondisclosure of Trade Secrets**

Protecting SBM's information is the responsibility of every employee, and we all share a common interest in making sure it is not improperly or accidentally disclosed.

As a condition of employment, Strawberry Banke Museum staff members are required to protect the confidentiality of SBM trade secrets, proprietary information, and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to SBM. Access to this information should be limited to a "need to know" basis and should not be used for personal benefit, disclosed, or released without prior authorization from management.

If you have information that leads you to suspect that staff members are sharing such information in violation of this policy and/or competitors are obtaining such information, you are required to inform your supervisor, Human Resources, or the President & CEO.

Violation of this policy may result in disciplinary action up to and including termination, and may subject the violator to civil liability.

### **9.2 Inventions**

Any invention created, in whole or in part, during your work hours, or from the use of equipment or facilities belonging to Strawberry Banke Museum, is a "work for hire" and is the property of SBM.

If you intend to develop and maintain property rights to any invention that relates in any way to products or services of SBM, you are required to obtain a written waiver of this policy, signed by both you and the President & CEO.

## **10.0 Visitor Relations and Mission Knowledge**

### **10.1 Visitor Relations**

At all times, you represent SBM, and it is up to each employee to take this responsibility seriously. Don't underestimate your contribution to SBM. A great many people invest their time, money and faith in us are part of that equation. Our visitors, donors, and other supporters determine how fast we grow, how many people we employ, the services we provide, and the museum's continued operations.

SBM strives to provide the best experience possible to our visitors. Our visitors support the museum and generate your wages. You are expected to treat every visitor with the utmost respect and courtesy. You should never argue or act in a disrespectful manner towards a visitor during your working time. If you are having problems with a visitor, notify your supervisor or the Director of Visitor Services immediately. If a visitor voices a suggestion, complaint, or concern regarding our products or services, inform your supervisor, the Director of Visitor Services, or another member of management. Lastly, make every effort to be prompt in following up on visitor orders or questions.

Committing both individually and collectively to create positive visitor and community relations will go a long way to establishing Strawberry Banke as a leader in the museum field.

### **10.2 Products, Services and Mission Knowledge**

As a representative of SBM, you are expected to be familiar with the products and services we offer, and the ways in which they connect to the SBM Mission. Take every opportunity to learn the interrelationship between your department and the other SBM departments (see 6.1 for SBM's commitment to helping staff develop these opportunities). We consider our staff members to be the best reflection of our nonprofit business brand and museum success.

## **Closing Statement**

Thank you for reading the SBM Handbook. I hope it has provided you with an understanding of the museum's mission, history, and structure as well as our current policies and guidelines. I look forward to working with you to create a successful organization and a safe, productive, and pleasant workplace.

Lawrence J. Yersdon  
President & CEO  
Strawbery Banke Museum

## Acknowledgment of Receipt and Review

By signing below, I acknowledge that I have received a copy of Strawberry Banke, Inc.'s (dba Strawberry Banke Museum; SBM) Employee Handbook (handbook) and that I have read it, understand it, and agree to comply with it. I understand that SBM has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the handbook at any time with or without notice. No statement or representation by a supervisor, manager, or any other employee, whether oral or written, can supplement or modify this handbook. Changes can only be made if approved in writing by the President & CEO of SBM. I also understand that any delay or failure by SBM to enforce any rule, regulation, or procedure contained in the handbook does not constitute a waiver on behalf of SBM or affect the right of SBM to enforce such rule, regulation, or procedure in the future.

I understand that neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. I further understand that, unless I have a written employment agreement signed by an authorized SBM representative, I am employed "at-will" (to the extent permitted by law) and this handbook does not modify my "at-will" employment status.

If I am covered by a written employment agreement (signed by an authorized SBM representative) or a collective-bargaining agreement that conflicts with the terms of this handbook, I understand that the terms of the employment agreement or collective-bargaining agreement will control.

I understand that the foregoing agreement concerning my at-will employment status and Strawberry Banke's right to determine and modify the terms and conditions of employment is the sole and entire agreement between me and Strawberry Banke concerning the duration of my employment, the circumstances under which my employment may be terminated and the circumstances under which the terms and conditions of my employment may change.

This handbook is not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act (NLRA).

I understand that Strawberry Banke is a nonsmoking workplace and that smoking is not permitted on any Strawberry Banke property.

This handbook supersedes any previous handbook, policy statements, and all prior agreements, understandings and representations concerning my employment, whether written or oral, issued by Strawberry Banke.

If I have any questions about the content or interpretation of this handbook, I will contact Human Resources or my supervisor.

---

Signature

---

Date

---

Print Name