

WICKED DISCIPLINARY PROCEDURES

The provisions of this Disciplinary Procedure are intended merely as guidelines which may be helpful in particular circumstances and are not contractually binding upon you or upon Wicked, LLC (the "Company").

The Company reserves the right to change any of the provisions of this by amendment, addition, deletion or substitution of new rules or procedures from time to time at its discretion. The Company may also vary this procedure, including any time limits, as appropriate in any case.

THIS PROCEDURE IS SUBJECT TO ALL APPLICABLE COLLECTIVELY BARGAINED AGREEMENTS AND MAY VARY IF YOUR CONTRACT IS GOVERNED BY A UNION AGREEMENT WHICH HAS ITS OWN DISCIPLINARY PROCEDURES.

DISCIPLINARY PROCEDURE - GENERAL

1. It is essential that you acknowledge and comply with the highest standards of performance and conduct while at work.
2. The purpose of this procedure is to encourage employees to improve, where possible, their job performance or conduct and to ensure that discipline within the workplace can be reconciled with the fair treatment of all employees. This procedure also applies where the Company considers that the standard of your work is unsatisfactory or there is an issue with your ability to undertake your work.
3. Your immediate supervisor will usually try to resolve any performance or conduct problems through informal discussions in the normal course of work. These discussions should identify any problem areas and result in an agreed action plan. However, your immediate supervisor may decide that it is necessary to invoke this Disciplinary Procedure if the problem requires formal action to be taken, and the procedure may be implemented at any time.
4. If you find yourself subject to this Disciplinary Procedure, you should be fully aware of the seriousness of the situation.
5. This procedure applies to all employees of Wicked, LLC.
6. **Investigations and suspension**
 - 6.1 Where a potential disciplinary matter arises, the Company will endeavor to make necessary investigations to establish the facts promptly. Having carried out such preliminary investigations, the Company will decide whether to 1) drop the matter and take no further action, 2) deal with the matter informally, or 3) arrange for the matter to be handled on a formal basis. You must co-operate fully and promptly in any investigation. The Company may choose to hold an investigatory meeting with you solely to establish the facts of the case and, if it does so, the Company will indicate to you that the meeting is an *investigatory* meeting and not a *disciplinary* meeting. You do not have the right to be accompanied at an investigatory meeting.
 - 6.2 In instances which the Company considers to be particularly serious (for example in cases involving alleged gross misconduct, where relationships have broken down or there is a risk to the Company's responsibilities to third parties or the Company's property, or where this Disciplinary procedure may be hindered), you may be suspended from work temporarily while an unhindered investigation is carried out. Any period of suspension will be kept under review. Any suspension on this basis should not be considered as a disciplinary sanction or as an indication that any decision has already been made about the allegations.
7. **Range of disciplinary action**
 - 7.1 Depending on the seriousness of the situation (and the facts revealed by any investigation carried out by the Company), the issue may be dealt with either by informal action or formal action. Examples of some of the sanctions following such action are as follows:

- (a) Informal action
 - (i) issue closed – no further action; or
 - (ii) verbal warning.
- (b) Formal action
 - (i) formal written warning;
 - (ii) final written warning;
 - (iii) termination of employment, whether without notice and without pay in lieu of notice (for gross misconduct) or with notice or payment in lieu of notice (if applicable), all subject to individual collectively bargained agreements.

7.2 If informal action does not bring about an improvement in your job performance or a resolution of the matter, or the misconduct or unsatisfactory performance is considered to be too serious to be classed as minor, the Company will take formal action. The formal action will be dealt with by an appropriate member of management and the formal Disciplinary Procedure will be followed.

7.3 A formal written warning may be appropriate for a first act of misconduct, policy violation or occasion of poor job performance where there are no other active warnings on your disciplinary record. A final written warning may be appropriate for situations where there is already an active written warning on your record or where the Company considers the misconduct, policy violation, or poor performance to be sufficiently serious to warrant a final written warning even though there are no other active warnings on your record.

7.4 You should not regard the range of possible sanctions outlined above as cumulative or exhaustive. Where it is decided that action should be taken, it is for management to decide which of the possible sanctions is appropriate in a given case.

7.5 You will not be dismissed for a first act of misconduct, policy violation, occasion of poor job performance or other breach of discipline. However, you should note that if a single act or occasion (including poor performance of duties) is particularly serious (even if it is the first breach), you may be given a final written warning. You should also note that in the case of gross misconduct, if allowable under your individual collectively bargained agreement, you may be dismissed (whether with or without notice or payment in lieu of notice), notwithstanding the fact that no previous warnings have been given.

7.6 In most cases, continuance or repetition of the misconduct, policy violation, poor performance of duties, or further breaches of discipline subsequent to a final written warning (or sometimes a written warning) will result in your dismissal (whether with or without notice or payment in lieu of notice and as allowable under your individual collectively bargained agreement).

7.7 Following a disciplinary meeting, before making the decision on what disciplinary sanction it should impose, the Company will take into account your disciplinary and general employment records, length of service, actions taken in similar cases (if any) and the explanation given by you at the disciplinary meeting.

8. Warnings

8.1 Written warnings for unsatisfactory performance of duties may include any of the following: the performance problem; the improvements required of you; the time frame for achieving this improvement; (where appropriate) any guidance or training which has been agreed; the date on which your job performance will be reviewed again; and the likely consequences of further unsatisfactory job performance (including failure to improve your standard of work or maintain such an improvement).

8.2 Written warnings for misconduct will normally indicate: the nature of misconduct; the change in behavior required; and the likely consequences of failure to change behavior or further misconduct (including final written warning or dismissal).

8.3 Written warnings for policy violations will normally indicate: the policy violated (i.e. Harassment Policy, Drug & Alcohol Policy, Dress Code); the change in behavior required; and the likely consequences of a subsequent violation of the same policy (including final written warning or dismissal).

8.4 You will be given a copy of any warning issued to you, and a copy will also be placed on your personnel record. When applicable, a copy will also go to your union representative and/or agent.

FORMAL DISCIPLINARY PROCEDURE

9. This Disciplinary procedure relating to disciplinary action (including dismissals on grounds of capability or conduct) is set out below:

9.1 Notification of Problem and invitation to meeting

- (a) An investigation will be carried out and the facts assembled and summarized in writing in order to inform you of the problem. The written notification will set out your alleged misconduct, policy violation, or poor job performance or other grounds of the Company's complaint against you which may result in disciplinary action (including dismissal).
- (b) The notification will be sent to you and will include an invitation for you to attend a disciplinary meeting to discuss the matter. It will normally give details of the time and venue of the meeting and some initial information about the allegations.
- (c) If you have difficulty reading or English is not your first language, you should let the Company know so that the content of the notification can be explained to you.

9.2 Meeting to discuss the Problem

- (a) The meeting will be held at a reasonable time and place for the issue to be discussed. The meeting will not take place unless the Company has informed you of the basis for the allegations included in the written notification and you have had a reasonable opportunity to consider your response to that information.
- (b) You have the right to attend the meeting with a companion (a work colleague or a trade union representative), and you should notify the Company of the identity of your companion in advance of the meeting. Your companion will not be able to answer questions put to you during the course of the meeting.
- (c) You must take all reasonable steps to attend the meeting and if you or your companion cannot attend on the date suggested, you must notify the Company immediately and propose an alternative date for the meeting to be held without unreasonable delay. Generally, in the absence of special circumstances, the meeting will be rescheduled to a date within 5 working days of the original proposed date, although the Company and you could mutually agree to a longer delay for the rescheduled meeting.
- (d) If you are persistently unable or unwilling to attend the meeting without justification, the Company will make a decision based on the evidence available at the time.

- (e) At the meeting, the problem will be fully explained to you and the Company will go through the evidence that has been gathered. You can make representations and explain your view of the situation and answer any allegations that have been made. You will be allowed to ask questions and present evidence. If appropriate you can call witnesses, provided the Company is notified of your intention to do so and the identity of the witnesses in advance. You will also be given an opportunity to raise points about any information provided by witnesses.
- (f) The Company may adjourn the hearing if it needs to carry out any further investigations.
- (g) You and anyone accompanying you (including witnesses and companions) at any time are prohibited from making any recordings of meetings or hearings that might take place.

9.3 **Decision on appropriate action**

- (a) After the meeting has taken place, the Company will decide whether or not disciplinary or any other action should be taken.
- (b) No disciplinary action (including dismissal) will be taken until the meeting has taken place, although the Company may suspend you in the circumstances referred to in paragraph 6.2 above.
- (c) You will be informed of the Company's decision in writing. This will be communicated to you without unreasonable delay and usually within 14 calendar days of the meeting, and you will be notified if you have the right to appeal against the decision pursuant to your collectively bargained union agreement.

10. **Records**

- 10.1 During the disciplinary process, the Company will keep confidential written records which may include where relevant: the complaint against you; your defense; witness testimony; findings made and actions taken; the reason for actions taken; whether an appeal has been lodged; the outcome of any appeal; any grievances raised during the disciplinary process; and/or subsequent developments

11. **Gross misconduct**

11.1 Examples of gross misconduct for which you may be suspended per Paragraph 6.2 herein may include but are not limited to: theft; intentionally causing damage to Company's or co-worker's property; serious misuse or disclosure of confidential Company information; drunkenness or disorderly conduct; being in possession of or dealing illegal drugs while at work; extended or repeated unauthorized absence from work; serious insubordination; persistent or serious neglect of duties; fraud or making false statements; serious breach of the Company's security measures such as giving your electronic key card to an unauthorized person; and disregard for the safety of other employees including harassment, threatening, bullying and physical violence.

12. **Who is responsible for this Procedure?**

- 12.1 321 Theatrical Management has overall responsibility for the effective operation of this Procedure. This Procedure is reviewed periodically by 321 Theatrical Management and was last reviewed in May 2023. Day-to-day responsibility for overseeing its implementation on the Production has been delegated to the General Managers.
- 12.2 Questions about this Procedure should be directed to your Company Manager.