

# KLASSIC

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## SOUND & STAGE

### Employee Handbook

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## Introduction to Company & Values

Welcome to Klassic Sound & Stage!

Established in 2006, KSS provides live event production services throughout the Mid-Atlantic region. Founded by Mike Klass, we pride ourselves in being a workplace that works hard, has fun, and serves our clients with A+ quality every day.

What is important to being a part of the team at Klassic?

We believe in:

- **Continuous Improvement**– Both for our own professional development and for the services we provide our clients, becoming an ever better version of ourselves and for our clients is important to the very core of KSS. We want to improve and innovate constantly and consistently, this is a core value that is important to the organization and our success.
- **Rolling Up Sleeves**– No matter your level in the organization, you're willing to dive in head first to get work done and support the team. No one is above lending a hand and ensuring what needs to get done to achieve success is done.
- **Transparency**– We believe in being honest with our clients and with ourselves in order to become the best people, co-workers, and advisors to our clients that we can be.
- **Creativity**– Our clients rely on our ability to be creative, to think “outside of the box”, and to deliver winning solutions. Being creative at KSS is a core value and should be fostered on a personal and professional level.
- **Craftsmanship**– Our work is our art and we want to apply attention to detail, pride, and the highest quality behind every client account and and company project we work on.
- **Experiences**– Learning by experience is the way we grow. We shouldn't be afraid of failure if we're trying, learning, and moving forward. We should push ourselves to try new things both personally and professionally.

KSS company policies may change at any time, and staff employees are expected to comply with the most current versions. To the extent this Handbook conflicts with any applicable company policy, the policy will govern. If you have questions concerning this Handbook or a policy, consult your supervisor for clarification.

## General Employment Information

**Call/Strike Time:** Call time and strike time will be outlined in writing via email by Klasic Sound. Employees will be on site and ready to work at these times. **REMEMBER: Early is on time, On time is late, and LATE IS UNACCEPTABLE.**

**On the Clock:** For hourly employees, the clock starts at job site call/strike time and ends when the crew leader cuts you from jobsite. (4) hour minimum paid per crew call.

**Dress:**

**Standard Dress** is Klasic Sound T-shirt tucked in, black shoes, black socks, and black pants. If KS shirt is not available, please wear a plain black shirt with no pictures, logos, or writing.

**Formal Dress** requires a button a down collared shirt and tie, dress shoes, dark slacks and dark socks.

**For Outdoor Festivals Only** black or khaki shorts, tennis shoes, and KS tee.

**Travel:** On out of town jobs that require overnight stays, KSS will either provide meals, or reimburse \$10 per meal, while working. Hours paid will be time spent on the jobsite, and time spent traveling from KS warehouse to jobsite, or jobsite to KS warehouse. Any other travel involved (ie, to and from hotel or restaurants, etc.) will not be reimbursed.

**Reimbursement:** Carpools will be offered from KSS shop to job sites AS A COURTESY. Riding in a truck or carpool is voluntary and unpaid. Employees choosing to drive themselves to a jobsite, will not be reimbursed for travel. Occasionally will be required to drive themselves to a jobsite and will not be reimbursed for travel that is less than 70 miles RT from KSS warehouse. For jobsites over 70 miles RT from KSS warehouse, employees will be reimbursed \$0.50/per mile. For employees riding in carpool. The first hour of drive time each way is considered unpaid.

**Drugs/Alcohol:** Consumption and impairment of drugs or alcohol of any sort are strictly prohibited on any job. Cigarettes and vapes are to be smoked off site, and out of sight of client at designated break times.

**Cell Phones:** Use is prohibited while on the clock, and phones should be kept on vibrate. Exceptions include an emergency, designated break time, or if required to complete a job specific task.

**Client Relations/Customer Service:** I will be polite, respectful, and courteous to all client representatives, patrons, vendors, and crew at all times. I will go above and beyond to maintain a safe, clean, and organized working environment, and I will make every effort to ensure a successful job and customer satisfaction. If at any point I find myself on the job in an uncomfortable situation, I will contact a Klasic Sound administrator immediately for resolution instructions.

**Breaks & Meals:** for shop day's, lunch break is from 12:00-12:30. This is a paid break. On job sites, break times will vary, but employees can expect a minimum of a 30 minute break if an employee will be working 8 or more consecutive hours, and an additional 15 minute break for every additional 4 consecutive hours worked. Breaks will be given at the crew leader's discretion. Breaks may consist of multiple breaks that add up to the minimum 30 minutes. Employees are responsible for providing their own meals. Walking away from the jobsite to purchase food is not guaranteed and employees should plan accordingly.

**Shop hours:** are 10:00AM to 6:00PM

**Driving Responsibilities:** Occasionally you will be expected to drive a non-CDL vehicle. You are required to obtain a DOT medical card. After exiting a KSS vehicle, you must lock all doors and turn off lights. Drivers are expected to obey speed limits and traffic laws.

**Probationary periods:** The probationary period is a time for you to learn about your job and become familiar with KSS. During this time, your supervisor will explain Company policies and procedure, your job duties, and your performance expectations. Your performance will be closely evaluated by your supervisor to ensure that you understand and are able to meet the performance expectations. The probationary period is considered to be the employee's first 90 days. Probationary periods may be extended or reenacted on a case by case basis.

**Workers Compensation:** The Workers' Compensation Law is a no-fault insurance plan, which is supervised by the state and is paid for by KSS. This law was designed to provide employees with benefits for any injury which employees may suffer in connection with their employment. Under the provisions of the law, if an employee is injured while at work, then they are eligible to apply for Workers' Compensation.

## Payroll

**\*\*W2 ONLY\*\***

### Pay schedules

Klassic's work week is considered Friday thru Thursday. Employees at Klassic are paid on a weekly basis. Payroll is processed Friday for the prior week. Checks arrives, or direct deposit will hit (2-3) business days after processing.

### Required deductions for federal and state taxes

As a W2 employee of Klassic, there are certain required deductions from the federal government that are mandatory and must come out of our employees' paychecks.

They are:

- Social security
- Medicare
- Federal withholding taxes
- State withholding taxes
- Garnishments/ child support as ordered by the law

### Overtime and Uncompensated Overtime Policy:

The Fair Labor Standards Act (FLSA) permits an employer to exempt certain employees from overtime eligibility. Exemptions are based on an employee's pay amount and type of work performed. Employees that meet specified criteria in the FLSA will be categorized as an exempt employee. Employees not meeting the FLSA criteria for exemption are categorized as non-exempt. Every job position has been analyzed to determine if their position is exempt or non-exempt.

Hourly paid employees (non-exempt employee) will be expected to work overtime whenever necessary. Hourly-paid employees will be paid one and one-half (1.5) their normal hourly rate of pay for approved overtime hours worked in excess of forty 40 hours per week. For purpose of calculating overtime, time will be rounded to the nearest 1/4 hour.

Hourly employees must obtain approval in advance to work overtime. KSS reserves the right permitted in the FLSA to assign hourly employees overtime without prior notice or employee consent. The company respects its employees and expects that the assignment of unplanned overtime will be minimal. This notice is a good faith effort to give employees an advance notice that unplanned overtime will occur and all employees should make plans accordingly for emergency dependent care and other similar circumstances.

## Conflicts of Interest

The Company understands that its staff employees may have or be involved in outside financial, business, professional, academic, public service, or other activities. However, outside activities or commitments, familial or other relationships, private financial or other interests, and benefits or gifts received from third parties may create an actual or perceived conflict of interest between the staff employee and the Company. A conflict of interest is a situation, arrangement, or circumstance where the staff employee's outside or private interests or relationships interfere or appear to interfere with those of the Company or cast doubt on the fairness or integrity of the Company's business dealings. Every staff employee is responsible for disclosing to his or her supervisor, any financial or personal interests, activities, or personal or familial relationships that create an actual or perceived conflict of interest.

### **Purpose:**

The purpose of this policy is to establish guidelines for conflicts of interest or commitment that might arise in the course of staff employees' duties and external activities. This policy does not seek to unreasonably limit external activities, but instead seeks to emphasize the need to disclose conflicts and potential conflicts of interest and commitment, to manage such conflicts and to ensure that the Company's interests are not compromised.

As a basic condition of employment, all Company staff employees have a duty to act in the Company's best interest in connection with matters arising from or related to their employment and other Company activities. In essence, this duty means that staff employees must not engage in external activities that interfere with their obligations to the Company, damage the Company's reputation, compete with the Company's interests, or compromise the independence of the Company's research and business activities, or can reasonably be seen as doing so. Staff employees likewise must not profit or otherwise gain advantage from any external activity at the Company's expense or engage in external activities under circumstances that appear to be at the Company's expense.

### **Policy:**

Staff employees must disclose and avoid actual and perceived conflicts of interest or commitment between their Company responsibilities and their external activities. Depending on the circumstances, employee participation in activities in which a conflict or perceived conflict of interest exists may be prohibited or may be permitted but affirmatively managed.

## **Non-Disclosure Agreements (NDAs)**

### **Purpose:**

To identify information that is considered confidential and to establish guidelines for the use of confidential information for Klassic's employees & contractors.

### **Policy:**

Employees & contractors must not misuse confidential information, including internal and client information and communications.

### **Definitions:**

Confidential information generally consists of non-public information about a person or an entity that, if disclosed, could reasonably be expected to place either the person or the entity at risk of criminal or civil liability, or damage the person or entity's financial standing, employability, privacy or reputation. The Company is bound by law or contract to protect some types of confidential information, and in other instances the Company requires protection of confidential information beyond legal or contractual requirements as an additional safeguard. Confidential information includes but is not limited to:

- Payroll records, salary and non-public benefits information
- Social Security numbers, driver's license numbers, state identification card numbers
- Credit and debit card information, and financial account information
- Personnel records, including but not limited to information regarding an employee's work history, credentials, salary and salary grade, benefits, length of service, performance, and discipline
- Individual conflict of interest information
- Computer system passwords and security codes
- Information regarding client accounts including client information
- Klassic's internal business plans, tools, products and digital strategy methods

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### **Computers and Technology**

The Company's information technology systems and the information served by those systems are valuable and vital assets to the Company. The Information Systems Security Policy includes all computer systems (hardware and software), communication systems (networks, telecommunications, video, and audio broadcast systems), and information (processes, documents, data, text images, etc.) in any form on any media.

The Company's information technology systems and data that reside on them are Company property and may only be used in compliance with applicable law and Company and department policy. As a user of information resources, you are responsible for knowing about appropriate and ethical use of information in all environments you access, protecting the information you are using from corruption or unauthorized disclosure, working in such a manner as to consider the access rights of others, and following applicable guidelines concerning the use and nondisclosure of passwords and other means of access control.

The Company has the right to monitor all of its information technology system and to access, monitor, and intercept any communications, information, and data created, received, stored, viewed, accessed or transmitted via those systems. Staff employees should have no expectation of privacy in any communications and/or data created, stored, received, or transmitted on, to, or from the Company's information technology systems.

### **Non-Solicitation.**

(A) Non-Solicitation of Customers. In consideration of the promises contained in this Agreement regarding the transactions as contemplated herein, the Employee covenants and agrees that the Employee will not, without the written approval of the Company, directly or indirectly, personally or for or on behalf of any entity, during the term of the Employee's Employment hereunder and for two (2) years thereafter solicit, contact, employ, divert, take away, engage, or provide any service for, any customer or prospective customer of the Company, as principal, partner, member, shareholder, director, Managing Member, officer, employee, agent, and consultant personally, or on behalf of any other entity, for the purpose of offering or furnishing competitive goods and/or services. Customer shall mean each and every person and entity that has received goods and/or services from the Company during the two (2) years preceding the Member's termination from the Company and those persons and entities that have been solicited by the Company and sent a proposal in order to provide goods and/or services to such person and/or entity prior to the Employee's termination from the Company.

(B) Non-Solicitation of Employees. In consideration of the promises contained in this Agreement regarding the transactions as contemplated herein, each Member covenants and agrees that the Member will not, without the written approval of Managing Member, directly or indirectly, personally or for or on behalf of any entity, during the term of the Member's ownership of Membership Interest hereunder and for two (2) years thereafter:

(i) Employ, entice, take away, engage, or solicit for employment or independent contractor relationship, or advise or recommend to a third party that it employ, entice, take away, engage, or solicit for employment or independent contractor relationship, any person employed or engaged as an independent contractor by the Company or who was so engaged or employed at any time during the twelve (12) months preceding termination;

(ii) Induce, or attempt to induce, any person employed or engaged as an independent contractor by the Company to quit employment or an independent contractor relationship; or

(iii) Interfere with or disrupt the Company's relationship with any person employed or engaged as an independent contractor by the Company.

initial: \_\_\_\_\_



**Confidentiality and Non-Disclosure.**

Employee covenants and agrees that they will not without the Consent of the Company, during the term of the Employee's employment hereunder or any time thereafter forever, directly or indirectly, personally or for or on behalf of any entity or Person, except within the scope of his providing services to the Company:

(A) Disclose, divulge, reveal, transfer, publish or cause to be disclosed, disseminated, or distributed, either directly, indirectly or through another, to any person, contractor, firm, association, corporation, or business entity or enterprise, any knowledge or information discussed during the course of his working relationship with the Company or belonging to the Company, or any other Confidential or Proprietary Information; and/or

(B) Remove any files, charts, documents, or information contained in any files or charts otherwise pertaining to the Company or clients or customers of the Company. Upon termination or withdrawal, or at any time such Employee ceases to provide services to the Company, such Employee shall return all Company property to the Company, including, but not limited to, Confidential or Proprietary Information, contained in hard copy and/or on electronic medium.

(C). The term "Confidential or Proprietary Information" as used herein shall mean any and all information not in the public domain, in any form, possessed by, used by, under the control of, emanating from or otherwise relating to the Company, including, but not limited to Documents, Developed Property, trade secrets, technical information, designs, drawings, processes, systems, procedures, formulae, test data, know-how, improvements, business plans, marketing plans, price lists, and client lists (including client contact information), financial data, code books, invoices, other financial statements, computer programs, disks, printouts, sketches, plans (engineering and otherwise), telephone numbers, names, addresses, or any other compilation of information, written or unwritten, which is used in the business of the Company. The term "Documents" as used herein shall mean all documents, papers and records of every kind, including, but not limited to all memoranda, lists, tapes, notes, schedules, designs, plans, work product, fees and commissions, billings, reports, correspondence, personnel records, expense reports, receipts, financial statements, budgets, data and other documents, whether made by Employee or not, relating to the business and affairs of the Company or to any business or field of the Company which shall at any time come into possession or control of the Employee. The term "Developed Property" as used herein shall mean all improvements, discoveries, inventions, designs, documents or other data (whether or not deemed patentable or subject to copyright or trademark protection) related to, associated with, or helpful to the business of the Company, conceived, developed, made, perfected, acquired, or first reduced to practice, in whole or in part, during the course of Member's Membership in the Company.

## **Anti-Discrimination Policies**

KSS provides equal employment opportunities to all employees, applicants, and job seekers, and is committed to making decisions using reasonable standards based on each individual's qualifications as they relate to a particular employment action (e.g., hiring, training, promotions). No person shall be discriminated against in employment or harassed because of race, color, religion, sex, sexual orientation, gender identity, national or ethnic origin, age, status as an individual with a physical or mental disability unrelated to ability, protected veteran status, military status, unfavorable discharge from military service, citizenship status, genetic information, marital status, parental status, ancestry, source of income, credit history, housing status, order of protection status, actual or perceived association with such a person or other classes protected by law. This policy includes the commitment to maintaining a work environment free from unlawful harassment.

Under this policy, no employee or applicant shall be subject to retaliation (including harassment, intimidation, threats, coercion or discrimination) because he/she has engaged, in good faith, in the following activities: (i) filing a complaint under this Policy with the Company, or with federal, state or local equal employment opportunity agencies; (ii) assisting or participating in an investigation or other activity related to the administration of any federal, state or local equal employment opportunity or affirmative action law; (iii) opposing any act or practice prohibited by this Policy or federal, state or local equal employment opportunity or affirmative action law; or (iv) exercising any other right protected by federal, state or local equal employment opportunity or affirmative action law. Staff employees and applicants for staff jobs should immediately bring any complaint or retaliation under this Policy to Mike Klass, the business owner.

KSS complies with all federal and state laws concerning the employment of persons with disabilities and acts in accordance with such regulations and guidance including the Americans with Disabilities Act (ADA) as amended. Employees with any questions or requests related to these laws and guidelines, including the ADA as amended, should contact the Company's ownership.

## **Disciplinary Policy**

Corrective action is a process designed to identify and correct problems that affect an employee's work performance and/or the overall performance of the team. The progressive corrective action process should be handled consistently for each problem.

The Progressive Corrective Action Process refers to the following actions:

- Counseling or verbal warning;
- Written reprimand and warning;
- Discharge.

Depending on the situation, any step may be repeated, omitted, or taken out of sequence; however, the Company reserves the right to effect immediate termination should the situation be warranted. Each case is considered on an individual basis. In the case of serious misconduct, an employee may be suspended and/or discharged on the first offense. Serious workplace misconduct includes, but is not limited to:

- Theft;
- Fighting;
- Behavior/language of a threatening, abusive or inappropriate nature;
- Misuse, damage to or loss of Company property;
- Falsification, alteration or improper handling of Company-related records;
- Unsatisfactory customer service;
- Disclosure or misuse of confidential information;
- Unauthorized possession or concealment of weapons;
- Insubordination (e.g., refusal to carry out a direct assignment);
- Misuse of the Company's electronic information systems;
- Possession, use, sale, manufacture, purchase or working under the influence of non-prescribed or illegal drugs, alcohol, or other intoxicants.

## Signature Page

The Employee Handbook contains important information about the Company, and I understand that I should consult the Mike Klass or Joe Klass regarding any questions not answered in the handbook. I have entered into my employment relationship with the Company voluntarily, and understand that there is no specified length of employment. Accordingly, either the Company or I can terminate the relationship at will, at any time, with or without cause, and with or without advance notice. Since the information, policies, and benefits described herein are subject to change at any time, I acknowledge that revisions to the handbook may occur, except to the Company's policy of employment-at-will. All such changes will generally be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the President of the Company has the ability to adopt any revisions to the policies in this handbook.

Furthermore, I understand that this handbook is neither a contract of employment nor a legally-binding agreement. I have had an opportunity to read the handbook, and I understand that I may ask any questions I might have concerning the handbook. I accept the terms of the handbook. I also understand that it is my responsibility to comply with the policies contained in this handbook, and any revisions made to it. I further agree that if I remain with the Company following any modifications to the handbook, I hereby accept and agree to such changes.

I have received a copy of the Company's Employee Handbook on the date listed below. I understand that I am expected to read the entire handbook. Additionally, I will sign the two copies of this Acknowledgment of Receipt, retain one copy for myself, and return one copy to Joe Klass. I understand that this form will be retained in my personnel file.

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Signature of Employee

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Date

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Printed Name of Employee

initial: \_\_\_\_\_