

THE LIGHTING DESIGN GROUP

EMPLOYEE HANDBOOK

LDG / The Lighting
Design Group

49 W. 27th St Suite 920, New York, NY 10001

www.ldg.com / 212.685.4940

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SECTION I. INTRODUCTION

This document is designed to acquaint you with Lighting Design Group (LDG) and provide you with information about working conditions, employee benefits, and some of the policies affecting your employment. You should read, understand, and comply with all provisions of the handbook. It describes many of your responsibilities as an employee and outlines the programs developed by LDG to benefit employees. One of our objectives is to provide a work environment that is conducive to both personal and professional growth.

No employee handbook can anticipate every circumstance or question about policy. As LDG continues to grow, the need may arise, and LDG reserves the right to revise, supplement, or rescind, any policies or portion of the handbook from time to time as it deems appropriate, in its sole and absolute discretion. Employees will, of course, be notified of such changes to the handbook as they occur.

SECTION II. EMPLOYEE CLASSIFICATIONS

The Lighting Design Group uses three different types of employees. They are Full Time Staff Members, Part Time Staff Members, and Temporary Freelance Employees.

A. FULL TIME PERSONNEL

Full time Employees are those who work exclusively for The Lighting Design Group and are paid an annual salary.

They may not do any outside work in the area of lighting for the performing arts for any other organizations while in our employ. Individual exceptions (art for arts sake) will be considered on a case by case basis.

Full time Designers are on call at all times, unless specifically released by the office. If you want to make plans to spend time out of town, please let the office know as early as possible. We will do our best to clear you for the time. In the event we must ever require you to change your plans after being released, LDG will reimburse you for any lost deposits, nonrefundable tickets, etc.

We do not require LDs to come to the office when not shooting, or otherwise occupied for LDG. We do, however, expect you to call in at least twice a day, preferably in the morning and mid afternoon. Also, every LD has a voice mailbox and an e-mail address. Please check it regularly. If you let the Vice President of Operations know, he can have the voice mail system notify you when you have messages at the phone number of your choice.

i. OVERTIME

Full time employees who have job titles that are classified as "non exempt" will be considered hourly employees and will be compensated at an hourly rate and are therefore, eligible to receive overtime. A normal work day shall be defined as 8 hours of work, with a one hour meal break. LDG will pay these individuals 1 ½ of their hourly salary once they have worked above and beyond the 8th hour. Monday begins the work week. 6th and 7th consecutive days will be paid to these individuals at a rate of 1 ½ of their salary on the 6th and/or 7th day of that work week

For weeks where the employee does not work 40 hours due to either vacation, illness or holiday then work on the 6th and 7th day will be paid as additional straight time until 40 hours of work is reached.

ii. ALD SHIFT DIFFERENTIAL POLICY

As of June 4th 2007 LDG introduced a policy to provide additional compensation to ALD's that are booked to take an entire shift as an LD of record. When an ALD is assigned to a complete shift as LD they will receive an additional fee of \$50 in consideration of the increase in shift responsibilities. This policy only applies to a full shift on site where the ALD is listed on the LDG Calendar as the LD of record on that shift, replacing the normal shift LD who is either absent or assigned to another paid shift at that facility. This policy does not apply to specific shows, partial shifts, training shifts or any other time where the assigned LD on the shift is in the building and available to supervise. ALD's should note on their time sheets "Assigned as LD___" in the notes column of their weekly time sheets so this fee can be properly applied to your next payroll. This fee does not increase overtime compensation rates if overtime applies to the shift in question.

B. PART-TIME STAFF PERSONNEL

Part time staff employees are typically office staff, and do not necessarily work exclusively for The Lighting Design Group. Their hours are limited to less than thirty per week.

A part time staff member is differentiated from a temporary freelancer by the fact that the personnel's job is held for an indefinite period.

Part time personnel are paid by the day or hour. Pay periods are described in section II.

Part-timers are entitled to limited employee benefits, described in Section V.

C. TEMPORARY FREELANCE PERSONNEL

Temporary personnel are typically freelance LDs, crew members, or draftspersons. They are hired on a job by job basis.

Freelancers are generally paid by the day. Depending on the job, they may receive additional payment for overtime and/or late meal penalties.

Rates, terms, job location, and dates will all be discussed when you are contacted about a job. You will also, unless told otherwise, receive written confirmation of these items by fax or mail prior to the job. It is imperative that you let the office know you have received this information. If any of the information does not agree with your understanding of the job, call the office immediately. In the event you are unable to contact the office prior to the commencement of the job, the written confirmation should be assumed to be correct.

We must, unfortunately, reserve the right to cancel a call up to sixteen hours before it is to begin. If the cancellation occurs at least twenty-four hours prior to the call, you will not be paid for the canceled day. If the cancellation occurs between sixteen and twenty-four hours prior to the call, you will be paid for ½ of the canceled day. In the event a call is canceled less than sixteen hours before it is to start, you will receive full payment for the call.

In the event that you must withdraw from a job for which you have been booked, please give the office as much notice as possible. Naturally, the people hired most often will be those who prove to be reliable as well as skilled. In addition, if an emergency arises which makes it necessary for you to withdraw from a job already in progress, please notify the office as soon as you are able so that we may take appropriate action. If you need to call outside of normal office hours, you may call the Production Coordinator, VP of Operations, or VP of Design at home. If you have been unsuccessful in reaching an LDG officer, you should notify the crew head for the job. Similarly, if you are injured while employed by LDG, notify the office as soon as you are able so we can put Worker's Compensation into effect on your behalf.

Temporary freelance employees are not entitled to any employee benefits.

When a job is located within 50 miles of Columbus Circle ("local range"), it will be the responsibility of the temporary employee to get to and from the job site at their own expense, unless indicated otherwise by the company.

When a job located outside of local range, we will provide or reimburse for transportation as per section IV-G. If you are required to spend the night, lodging, per diem and related expenses will be provided as per section IV-G.

When the job site is located outside of local range, and travel time is required to and from the area where the job is located, this is typically paid at 1/2 day's regular wages for each day of travel. When the job site is located outside of local range and an employee is to travel and work on the same day, the call time and/or end of work day, for purposes of calculating day length and Overtime charges, will be the scheduled departure and/or arrival time of the employee from or to the airport, train station, or bus terminal. In the event that the employee is to travel by automobile, the call time or end of work day, for purposes of calculating day length and Overtime charges, will be the appropriate hour at which the employee would have to leave Columbus Circle to arrive at the job site at the time required by the client, or would return to Columbus Circle after leaving the job immediately following completion of his or her duties.

Overtime charges of time-and-a-half are typically incurred after 10 hours. Meal penalties equivalent to one hour overtime are typically incurred if the meal break is not given between the third and fifth hours. Meal Penalties are not guaranteed for all jobs, but are determined by our arrangements with the client. In the event that the client caters a meal, a half-hour meal break is acceptable.

SECTION III. PAYMENT

The LDG pay period is every two weeks. Paychecks will be issued every other week on the last day of each pay period. For freelancers and part timers, the check will cover the period prior to the one ending that day. If these dates fall on a weekend or holiday, then checks will be issued on the last working day preceding these dates.

In order to receive payment, time sheets and expense reports (where applicable) must be submitted in writing on a weekly basis, by the day after the last day of each pay period. Forms to be provided by the Office. Hours should be recorded in terms of actual hours and minutes, rather than rounded off. Submission of Gaffer's Reports following the completion of a job is not a substitute for weekly time sheets. LDG reserves the right to withhold payroll for a specific pay period if time sheets and expense reports (where applicable) have not been submitted.

In accordance with Federal, State, and local law, money is withheld from all paychecks for Income Taxes, Disability Insurance, Social Security, Medicare, and any other taxes that may be mandated by the government in the future. The company will pay its share of whatever payroll taxes are required of it by the Federal, State, and local governments, now and in the future.

Temporary freelance employees may elect to be paid as Independent Contractors only if they provide the company with a valid Federal ID number and proof of current Workers' Compensation & liability insurance coverage. In this event, the Independent Contractor will have no taxes withheld from their paycheck, nor will the company make any payments on behalf of them for Social Security, Medicare, or Workers' Compensation Insurance.

SECTION IV. OTHER TERMS OF EMPLOYMENT

A. JOB PERFORMANCE

All employees, whether full time personnel, part-time staff personnel, or temporary freelance personnel, are representatives of The Lighting Design Group. As such they are expected to represent the interests of The Lighting Design Group, and conduct themselves in a professional manner at all times. They will not, on behalf of anyone other than The Lighting Design Group, directly or indirectly solicit business from, or attempt to sell, license or provide the same or similar productions or services as are now provided to any current or previous customer or client of LDG. All drawing, documents, and the ideas, arrangement, designs they represent are owned by and remain the exclusive property of The Lighting Design Group, Inc.

B. TRIAL PERIOD

The first three months of staff employment are a trial period and either the firm or the employee may terminate employment without further obligation. The employee will not be eligible for any employee benefits, including health insurance, during this period.

C. TERMINATION AFTER TRIAL PERIOD

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Since employment with LDG is based on mutual consent, both the employee and LDG have the right to terminate employment at will, with or without cause, at any time.

A minimum of ten business days notice will be given to an employee prior to termination. At our discretion, payment may be made instead of notice. If an employee is discharged for cause, such as insubordination or incompetence, he will forfeit all benefits and will be paid only for time actually worked.

In the event a staff employee decides to quit, we would expect a minimum of ten business days before leaving. In this event, they would be entitled to payment for accumulated vacation time on a pro rated basis.

D. PERFORMANCE EVALUATION

Once a year, around the anniversary of their start of employment, each staff employee will take part in a performance evaluation. At that time we will discuss the strengths and weaknesses of their craft, as well as goals for the coming year. Salary adjustments will be determined at that time, or very shortly thereafter.

E. TOOLS AND PERSONAL PROPERTY

All employees, staff and temporary, are responsible for providing the "personal" tools required for a project. Any large or excessively expensive tools will be provided by the firm as needed on a project by project basis. The firm can not be responsible for the loss of tools or personal property either at the office or on a job site.

F. TIME SHEETS

To facilitate payroll and client billing, the Lighting Designer, Lighting Director, Gaffer, & Crew any show must submit time sheets on a weekly basis. The Gaffer must also complete a Gaffer's Report on a weekly basis for each individual show they supervise. If overtime charges and/or Meal Penalties (if part of client agreement) are incurred, the time sheet must include a short description of the cause of the overtime. Record actual hours and minutes worked, rather than rounding off to half-hours or hours.

LDG may require time sheets to be filed electronically via web or other means. LDG will make sure the employee has instructions as to the proper use of any timesheet software. The employee will be responsible for having internet access to use and/or transmit their timesheet electronically.

G. BUSINESS TRAVEL

All business travel must be approved in advance by the Vice President of Production or Vice President of Operations. Employees whose travel plans have been approved should make all travel arrangements through the Project Manager.

When a job is located outside the five boroughs but in the metropolitan area (within 50 miles of Columbus Circle - "local range"):

1. Full & Part-Time Staff Personnel - LDG will cover the expense of getting to and from the site. We do however reserve the right to determine the method of transportation.
2. Freelance Personnel - It will be the responsibility of the employee to get to and from the job site at their own expense, unless indicated otherwise by the company.

When a job is located outside of local range, we will provide or reimburse for transportation. If you are required to spend the night, lodging, per diem and related expenses will be provided. The exact method of payment and/or amount of Per Diem will be determined by our arrangements with the client.

When approved, the actual costs of travel, meals, lodging, and other expenses directly related to accomplishing business travel objectives will either be paid directly by LDG or reimbursed by LDG upon receipt of an expense report. In the case of per diem LDG will reimburse staff for days spent out of town at the per diem rate established for the project between the client and LDG. Generally per diem will be reimbursed as part of the employees expense report for trips of 7 days or less out of town. For trips longer than 7 days out of town LDG will pay at least half the expected per diem prior to travel with the remainder to be expensed by the employee upon return. If an employee requires per diem in advance of any trip due to financial hardship they can request their full per diem in advance of the trip by writing to the VP of Production or VP of Operations.

If a person uses their own automobile for reimbursable business travel they will be reimbursed at the standard mileage rate, as set by the [IRS Guidelines](#), plus parking and toll expenses. All business use of a personal automobile must be approved in advance by the Vice President of Operations.

Employees who are involved in an accident while traveling on business must promptly report the incident to the Vice President of Operations. Vehicles owned, leased, or rented by LDG may not be used for personal use without prior approval.

H. EXPENSE REPORTS

All expenses that are reimbursable by a client, including those paid for directly by LDG, must be submitted on an LDG expense report, accompanied by all receipts (taped to a sheet of 8 ½" x 11" paper with the amount circled), **within one week of the end of the project**. All expenses that are reimbursable by LDG but not related to a project or client must be submitted on an expense report, accompanied by all receipts, on a weekly basis. LDG reserves the right to withhold reimbursement until forms are properly submitted. Any job related expenses that are not submitted for reimbursement within a week of project completion will not be reimbursed by LDG if the delay in submission results in LDG being unable to request reimbursement from our client as part of the project invoicing.

I. PROJECT PARAMETERS

If the parameters of a given job change on site, and negotiation between the producers and a representative of Lighting Design Group becomes necessary, the crew head should confer with the lighting designer. If the lighting designer is not available on site, the crew head should attempt to contact LDG's Production Coordinator or VP of Operations prior to accepting or negotiating any changes that may affect the terms of the contract. In the event of any issue or question about a job arising on site, please contact the office prior to discussing matters with the client. If a decision is required immediately, and the crew head has been unsuccessful in reaching a LDG officer, he or she must use their best judgment, and notify the office within 12 hours.

J. GUIDELINES FOR LAST MINUTE SCHEDULE CHANGES

In an effort to improve our communications regarding last minute schedule change, we are asking Production to use the following guidelines:

- For changes made to an individual's schedule less than 24 hours in advance, the individual must be notified via both phone and email. Staff being contacted should respond within a reasonable time to any voicemail left on their cell phones and/or emails.
- For changes made to an individual's schedule made between 24 and 72 hours in advance, the individual will be advised via email and the staff person should acknowledge receipt of this change within a reasonable time.
- Changes made to an individual's schedule made greater than 72 hours in advance will be simply noted on the company calendar.

The Project Managers will also keep field staff in the loop via email regarding impending changes to their schedules as they develop and solicit input on changes that will materially affect projects.

For this to work, we also need Field Staff to assist in this process by:

- Checking email and/or voicemail regularly during the work day. This includes days that are listed as "On Call". During non-working hours staff should check their voicemail and/or

email as frequently as is practical. If a staff person is going to be unable to check voicemail or email over an extended period, such as an entire weekend, they should notify productionstaff@ldg.com.

- Letting the Production Department know you've received the change in a timely manner.
- Keeping the Production Department in the loop regarding upcoming scheduling issues they may have missed.

Finally Staff receiving changes to their assignments should understand their assignments have been changed with approval a VP and not by the project manager or crewing coordinator who is notifying them. If a staff person feels there's a conflict that will adversely affect a client or project due to a change in their schedule they should contact the Sr. LD in charge of their client site or the VP of Operations immediately to make this concern known.

SECTION V. BENEFITS

A. VACATION

Full time staff employees are entitled to 10 business days vacation time per year. After five continuous years of service, Full time personnel will receive an additional 5 business days of vacation per year.

Vacation accrues at a monthly rate, $\text{Vacation Days} = (\text{yearly vacation entitlement} \div 12 \text{ months}) \times \text{months employed in calendar year}$. Should your employment terminate prior to the end of the calendar year, any vacation days that were used prior to accrual will be deducted from any severance pay you may have been entitled. For accounting purposes, vacation carried over from prior years is used first and then current year vacation accruals are applied.

Part time employees will receive vacation time equivalent to 1 business day for each 25 worked. For example, a part timer working two days per week for a year would be entitled to 4 days vacation ($2 \times 52 / 25 = 4$).

An employee may not take vacation time nor will he be compensated for accumulated vacation until completion of the trial period.

All vacation requests must be submitted to the Executive Assistant using the official LDG "Request For Day Off" form for processing and approval. Any requests not submitted on correct form will be returned and not processed until submitted correctly.

Vacation schedules must be taken at a time agreed to by both the employee and the company.

Due to the ever-changing nature of our business, we cannot predict when it will be slow and when it will be busy. For that reason, in the final quarter of each year, LDG will do its best to determine the LDG busy times for the upcoming year. During these months, we will restrict how many people from each job function can be off at the same time or if we need to disallow vacations during that time. For instance, if we have determined that June will be a busy month for LDG, we may disallow vacations altogether. If May is a *somewhat* busy month, we will limit the amount of vacation time in each job function – perhaps 1 person in each category per week. These decisions will be made in the last quarter of each year so that you may plan your time off accordingly.

In an attempt to get everyone's vacation and carry over time in throughout the year, we have come up with the following timeline for vacation requests: The deadline for consideration is set early enough to allow staff to make plans and travel arrangements well in advance. Requests received after the deadlines below will still be considered on a case by case basis.

- 1st Quarter vacations (January through March) must be submitted by October 31 of the prior year
- 2nd Quarter vacations (April through June) must be submitted by January 31
- 3rd Quarter vacations (July through September) must be submitted by April 30
- 4th Quarter vacations (October through December) must be submitted by July 31

Approvals for requests made by the deadlines above are approved based upon seniority within the company. Any requests made after the vacation request period will be evaluated on a first come/first served basis and approval will depend upon what other staff are already on vacation at that time, the company workload and our ability to cover your absence.

Please note that if you are assigned to regular shift on a client job site you will need to get approval from the Sr. LDG staff supervising that site before submitting a vacation request, that falls after the initial approval period, to the Executive Assistant.

For those of you who have set vacation dates way in advance of these periods. Such as for religious holidays or a family wedding planned well in advance, please feel free to submit your time for consideration whenever you know your dates. Your request will be considered as long as it is not surrounding a holiday. If you are requesting separate periods of vacation time during different quarters please submit a separate request form for each quarter. If a vacation you are requesting simply spills into the next quarter it can stay on the same form.

Because we cannot plan every single breaking news event, we may, unfortunately, have to ask you to alter your vacation plans after they have been made. If we do, we will reimburse you for any lost deposits, non-refundable tickets, etc. Be assured, that this will not occur unless absolutely necessary. We hope this will not happen, but ask for your understanding, and appreciation of the peculiarities of our profession.

Vacation days may be combined with days off to create up to 16 continuous days off, or multiple periods of 9 continuous days off. While we will permit vacations to be broken into several small segments, we don't encourage the practice. It is our feeling that in order for their restorative powers to work, vacations should be taken in the longest segments possible. Vacations may be taken whenever requested and approved as long as they don't conflict with any other vacations.

Five vacation days may be carried over for one year, although it is also not encouraged. For example, if a full timer would like to take three weeks vacation next year, they may elect to take only one week this year. At your annual performance evaluation you will be notified if you have any unused vacation days from the previous year.

B. INSURANCE

Full time staff employees will receive group major medical and hospitalization insurance coverage at LDG expense in accordance with the LDG insurance plan in effect at that time. At the option of the employee, coverage for the employee's dependents may be added, at the rates determined at each years renewal period. Eligibility for health insurance benefits are available for Full Time employees at the start of the first full month after he or she has completed 60 days on full time staff..

Part time employees that work an average of 30 hours per week may elect to receive insurance benefits, at their own expense. The firm will also, at the option of the part-timer, add coverage for their dependents, at the employee's expense.

Claim forms and booklets explaining the insurance coverage in detail are available at the office. Contact the Business Manager for more information about the medical plan.

Under COBRA, federal law permits an employee, whose group insurance terminates due to reduction of work hours or termination of employment (other than for gross misconduct), to continue his medical insurance coverage for himself and his insured dependents for up to 18 months, at their own expense. To continue group medical coverage, under COBRA, the appropriate form and premium must be submitted to the office within 60 days. If you do not return

the form and premium within 60 days, it is assumed that you have elected not to continue under the group plan.

C. 401(K) SAVINGS PLAN

LDG has established a 401(k) savings plan to provide employees the potential for future financial security for retirement.

To be eligible to join the 401(k) savings plan, you must complete 12 months of service and be 21 years of age or older. You may join the plan only during open enrollment periods. Eligible employees may participate in the 401(k) plan subject to all terms and conditions of the plan.

The 401(k) savings plan allows you to elect how much salary you want to contribute and direct the investment of your plan account, so you can tailor your own retirement package to meet your individual needs. LDG also annually contributes an additional amount to each employee's 401(k) contribution.

Because your contribution to a 401(k) plan is automatically deducted from your pay before federal and state tax withholdings are calculated, you save tax dollars now by having your current taxable amount reduced. While the amounts deducted generally will be taxed when they are finally distributed, favorable tax rules typically apply to 401(k) distributions.

Complete details of the 401(k) savings plan are described in the Summary Plan Description provided to eligible employees. Contact the Business Manager for more information about the 401(k) plan.

D. SICK DAYS, EMERGENCIES, & PERSONAL DAYS

Our policy regarding sick days, emergencies, & personal days is flexible. We are all aware that this business is based on personal service. If you are in the middle of a shoot and suddenly can't work, you can appreciate the effect on the client. As a result, we simply ask you to use your best judgment. If you must miss a day, we will do our best to make other arrangements, but please understand the implications, and act accordingly.

LDG provides paid sick leave, emergency & personal day benefits to all eligible personnel for periods of temporary absence due to illnesses, injuries, emergencies, or personal needs. Eligible employees will receive sick leave benefits at the rate of 10 days per year. Up to 5 of these days per year may be used as personal days. Days are calculated on the basis of a "benefit year," the 12-month period that begins when the employee starts to earn these benefits. Unused sick leave, emergency, & personal day benefits will not be allowed to accrue or accumulate beyond a 12-month period.

Paid sick leave can be used in minimum increments of one day. An eligible employee may use sick leave benefits for an absence due to his or her own illness or injury, or that of a child, parent, or spouse of the employee. Paid personal days can be used in minimum increments of ½ day.

Employees who are unable to report to work due to illness or injury should notify their direct supervisor before the scheduled start of their workday if possible. The direct supervisor must also be contacted on each additional day of absence. If the illness occurs off hours or on a weekend

and coverage will be needed on less than 24 hours notice then the employee should also notify the Project Manager on call via the LDG off hours Hotline (insert direct # and office extension here).

Sick leave benefits are intended solely to provide income protection in the event of illness or injury, and may not be used for any other absence. Unused sick leave benefits will not be paid to employees while they are employed or upon termination of employment.

E. FAMILY OR MEDICAL LEAVE OF ABSENCE (FMLA)

A federal law called the Family and Medical Leave Act established certain requirements for providing leaves to tend to your or a family member's needs. LDG is not bound by FMLA requirements however; it is our intent to follow the FMLA guidelines to the extent that it is practical. Any employee who has been with The Lighting Design Group for 1 year and has worked at least 1,250 hours in the last 12 months will be eligible for this family or medical leave.

If you meet these criteria, you are eligible for FMLA leave for one of the following reasons:

- Following the birth or placement of your newborn or adopted child
- To care for your spouse, your child or your parent who has a serious health condition; or
- If you have a serious health condition that prevents you from working

Generally, a "serious health condition" under FMLA is an illness, injury impairment or physical or mental condition that involves inpatient care in a hospital, or medical care facility. For any of the above reasons, a medical certification from a healthcare provider will need to be submitted to the VP of Operations 30 days prior (whenever possible) to the requested leave for approval.

You may take up to 12 weeks of leave in a 12-month period. The leave will be unpaid except for accrued sick leave, vacation and, with management approval, personal days. Intermittent leave of absence -- in blocks of time or by reducing your normal weekly or daily work schedule will be considered on a case by case basis.

Extended time off:

When an employee is disabled (unable to perform normal tasks required by job description) because of pregnancy, childbirth or related medical conditions, He/she will be eligible for sickness and accident benefits and medical leave. A medical certification will need to be submitted to initiate the long term disability coverage provided by LDG

F. MATERNITY/PATERNITY/BEREAVEMENT LEAVE

Employees who wish to take time off due to the birth of a child or death of an immediate family member should notify their supervisor as soon as possible. Up to 5 days of paid leave over and above vacation/personal/sick time will be provided to full time personnel in these circumstances.

Bereavement and Paternity leave will normally be granted unless there are unusual business needs or staffing requirements. Employees may, with their supervisors' approval, use any available paid leave for additional time off as necessary along with the FMLA guidelines above.

LDG defines "immediate family" as the employee's spouse, parent, child, or sibling.

G. LATE NIGHT TRAVEL POLICY

Full time salaried staff that are scheduled on a job call or shift that starts or ends between the hours of 12:01am and 5:00am are eligible to expense up to \$25 towards local transportation unless alternative compensation or travel arrangements have been made. This reimbursement applies only to travel undertaken during these hours. Expense reports for all such travel should be presented once per calendar month including an expense report form and receipts and follow the Expense Report procedures in the LDG employee handbook.

H. HOLIDAYS

The company observes the following holidays, as long as there is no conflict with work scheduled for a particular project:

- New Years Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day (2 Days)
- Christmas Day

In the event a holiday falls on a Saturday or Sunday, either the preceding Friday or following Monday will be considered a holiday.

PAYBACK DAYS: If you are required to work on a LDG holiday falling you will be granted a Payback day for the lost holiday. Payback days need to be used before the end of the following quarter.

I. METROCARDS & TRANSITCHEK

All LDG staff are able to take advantage of the pretax transit benefit program to purchase Metrocards and TransitCheks. The deductions are taken out of each employee's payroll checks in 6 installments throughout each quarter of the calendar year. At the end of each quarter, the LDG Bookkeeper sends out an email to Full Staff for orders for the following quarter.

J. JURY DUTY

Our policy regarding jury duty is similar to the one for sick days and emergencies. When necessary, we would prefer that you be rescheduled to a mutually convenient time, and will provide a letter to the court if necessary. We will pay personnel the difference between the amount received for jury duty service and your regular base salary for a period of up to two weeks.

K. WORKER'S COMPENSATION

LDG provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

Employees who sustain work-related injuries or illnesses should inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.

Accident Report forms for NYS Workman's Comp and LDG Non-Workman's comp can be found on the LDG Dropbox in the folder labeled "LDG Forms."

L. LDG MOBILE DEVICE REIMBURSEMENT PROGRAM POLICY

Full-time employees of the Lighting Design Group (LDG), who are **required** to communicate while outside their normal work hours or shifts, are eligible for the "LDG Mobile Device Reimbursement Program." LDG will reimburse the employee a set monthly amount to be used towards the comprehensive costs of both their cellular service plan (including voice, data, text messaging and, as needed, international coverage) and the cellular mobile device itself.

If you are eligible for the program, the "LDG Mobile Device Reimbursement Acknowledgment Form" will be included in your employment start paperwork

SECTION VI. WORKPLACE SAFETY

A. DRUG-FREE WORKPLACE

LDG has a longstanding commitment to provide a safe and productive work environment. Alcohol and drug abuse pose a threat to the health and safety of employees and to the security of our equipment and facilities. For these reasons, LDG is committed to the elimination of drug and/or alcohol use and abuse in the workplace.

Employees should report to work fit for duty and free of any adverse effects of illegal drugs or alcohol. This policy does not prohibit employees from the lawful use and possession of prescribed medications. Employees must, however, consult with their doctors about the medications' effect on their fitness for duty and ability to work safely and promptly disclose any work restrictions to their supervisor. Employees should not, however, disclose underlying medical conditions unless directed to do so.

B. WORKPLACE BULLYING

While the Television Industry is known for its fast deadlines and "direct communication" style there is a difference between direct communication and/or leadership and bullying. LDG defines bullying as "repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment." Such behavior violates the company's commitment that all employees will be treated with dignity and respect.

The purpose of this policy is to communicate to all employees, including supervisors, managers and executives, that the company will not tolerate bullying behavior. Employees found in violation of this policy will be disciplined up to and including termination.

Bullying may be intentional or unintentional. However, it must be noted that where an allegation of bullying is made, the intention of the alleged bully is irrelevant and will not be given consideration when meting out discipline. As in sexual harassment, it is the effect of the behavior upon the individual that is important.

C. VIOLENCE IN THE WORKPLACE

All employees, customers, vendors and business associates must be treated with courtesy and respect at all times. Employees are expected to refrain from conduct that may be dangerous to others.

Conduct that threatens, intimidates or coerces another employee, customer, vendor or business associate will not be tolerated. LDG resources may not be used to threaten, stalk or harass anyone at the workplace or outside the workplace. LDG treats threats coming from an abusive personal relationship as it does other forms of violence.

LDG will promptly and thoroughly investigate all reports of threats of violence or incidents of actual violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as possible. LDG will not retaliate against employees making good-faith reports of violence, threats or suspicious individuals or activities. In order to maintain workplace safety and the integrity of its investigation, LDG may suspend employees suspected of workplace violence or threats of violence, either with or without pay, pending investigation.

D. SAFETY

It is the responsibility of each employee to conduct all tasks in a safe and efficient manner complying with all local, state and federal safety and health regulations and program standards, and with any special safety concerns for use in a particular area or with a client.

Although most safety regulations are consistent throughout each department, each employee has the responsibility to identify and familiarize her/himself with the emergency plans for his/her working area including emergency evacuation and fire plans.

It is the responsibility of the employee to complete an Accident and Incident Report for each safety and health infraction that occurs by an employee or that the employee witnesses. Failure to report such an infraction may result in employee disciplinary action, including termination.

Furthermore, management requires that every person in the organization assumes the responsibility of individual and organizational safety. Failure to follow company safety and health guidelines or engaging in conduct that places the employee, client or company property at risk can lead to employee disciplinary action and/or termination.

The EVP of Operations, in his capacity as Safety Director, shall have the responsibility to develop and the authority to implement the safety and health program in the interest of a safer work environment. The Safety Director will periodically hold safety meetings to review any past accident experience, discuss safe work practices and to secure input from the employees in the identification and correction of hazards.

E. SMOKE-FREE WORKPLACE

It is the policy of LDG to prohibit smoking on all company premises in order to provide and maintain a safe and healthy work environment for all employees. The law defines smoking as the "act of lighting, smoking or carrying a lighted or smoldering cigar, cigarette or pipe of any kind." Note that lighting fixtures are not included in the smoke free plan but undo smoking from any of our lighting equipment should be investigated thoroughly and may result in the "firing" of the fixture in question.

F. SEXUAL HARASSMENT

LDG is committed to providing a work environment that is free from all forms of discrimination and conduct that can be considered harassing, coercive, or disruptive, including sexual harassment. Actions, words, jokes, or comments based on an individual's sex, race, color, national origin, age, religion, disability, sexual orientation, or any other legally protected characteristic will not be tolerated. It is the policy of The Lighting Design Group Lighting Design that sexual harassment in any form is prohibited.

Sexual harassment is defined as unwanted sexual advances, or visual, verbal, or physical conduct of a sexual nature. This definition includes many forms of offensive behavior and includes gender-based harassment of a person of the same sex as the harasser. The following is a partial list of sexual harassment examples:

- Unwanted sexual advances.
- Offering employment benefits in exchange for sexual favors.
- Making or threatening reprisals after a negative response to sexual advances.

- Visual conduct that includes leering, making sexual gestures, or displaying of sexually suggestive objects or pictures, cartoons or posters.
- Verbal conduct that includes making or using derogatory comments, epithets, slurs, or jokes.
- Verbal sexual advances or propositions.
- Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, or suggestive or obscene letters, notes, or invitations.
- Physical conduct that includes touching, assaulting, or impeding or blocking movements.

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

If you experience or witness sexual or other unlawful harassment in the workplace, report it immediately the President, Vice President of Design, or Vice President of Operations. You can raise concerns and make reports without fear of reprisal or retaliation.

All allegations of sexual harassment will be quickly and discreetly investigated. To the extent possible, your confidentiality and that of any witnesses and the alleged harasser will be protected against unnecessary disclosure. When the investigation is completed, you will be informed of the outcome of the investigation. Anyone engaging in sexual or other unlawful harassment will be subject to disciplinary action, up to and including termination of employment.

SECTION VII. MISCELLANEOUS ISSUES

A. OFFICE HOURS

The office is open Monday through Friday, 9:00 AM - 7:00 PM. While office hours are somewhat flexible, it is generally expected that office employees begin their workday by 9:00 AM.

B. COMPUTER AND E-MAIL USAGE

Computers, computer files, the e-mail system, and software furnished to employees are LDG property intended for business use. Employees should not use a password, access a file, or retrieve any stored communication without authorization. No software may be downloaded, copied, or loaded onto any LDG computer without the permission of the VP of Operations.

LDG strives to maintain a workplace free of harassment and sensitive to the diversity of its employees. Therefore, LDG prohibits the use of computers and the e-mail system in ways that are disruptive, offensive to others, or harmful to morale.

For example, the display or transmission of sexually explicit images, messages, and cartoons is not allowed. Other such misuse includes, but is not limited to, ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassment or showing disrespect for others.

C. INTERNET USAGE

Internet access to global electronic information resources on the World Wide Web is provided by LDG to assist employees in obtaining work-related data and technology. The following guidelines have been established to help ensure responsible and productive Internet usage. While Internet usage is intended for job-related activities, incidental and occasional brief personal use is permitted within reasonable limits.

All Internet data that is composed, transmitted, or received via our computer communications systems is considered to be part of the official records of LDG and, as such, is subject to disclosure to law enforcement or other third parties. Consequently, employees should always ensure that the business information contained in Internet e-mail messages and other transmissions is accurate, appropriate, ethical, and lawful.

Data that is composed, transmitted, accessed, or received via the Internet must not contain content that could be considered discriminatory, offensive, obscene, threatening, harassing, intimidating, or disruptive to any employee or other person. Examples of unacceptable content may include, but are not limited to, sexual comments or images, racial slurs, gender-specific comments, or any other comments or images that could reasonably offend someone on the basis of race, age, sex, religious or political beliefs, national origin, disability, sexual orientation, or any other characteristic protected by law.

The unauthorized use, installation, copying, or distribution of copyrighted, trademarked, or patented material on the Internet is expressly prohibited. As a general rule, if an employee did not create material, does not own the rights to it, or has not gotten authorization for its use, it should not be put on the Internet. Employees are also responsible for ensuring that the person sending any material over the Internet has the appropriate distribution rights.

Abuse of the Internet access provided by LDG in violation of law or LDG policies will result in disciplinary action, up to and including termination of employment. Employees may also be held personally liable for any violations of this policy.

D. NON DISCLOSURE

The protection of confidential business information and trade secrets is vital to the interests and the success of LDG. Such confidential information includes, but is not limited to, the following examples:

- compensation data
- computer processes
- computer programs and codes
- customer lists
- financial information
- pending projects and proposals

All employees are required to sign a non-disclosure agreement as a condition of employment. Employees who improperly use or disclose trade secrets or confidential business information will be subject to disciplinary action, up to and including termination of employment, even if they do not actually benefit from the disclosed information.

E. EQUAL OPPORTUNITY

Consistent with applicable federal and state law, The Lighting Design Group will give fair treatment and equal opportunity for employment, development, compensation, and promotion without regard to race, sex, color, religion, national origin, age, handicap, or sexual orientation. This policy governs all aspects of employment, including selection, compensation, discipline, termination, and access to benefits and training.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor or the Vice President of Operations. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

F. SOCIAL MEDIA POLICY

At the Lighting Design Group (LDG), we understand that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. However, the use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media. This policy applies to all associates who work for LDG.

Guidelines

In the rapidly expanding world of electronic communication, *social media* can mean many things, but for purposes of these guidelines, *social media* includes all means of communicating or posting information or content of any sort on the Internet, including your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site (such as Facebook, LinkedIn, and Twitter and video-sharing sites such as YouTube), web bulletin boards or chat rooms, whether or not associated or

affiliated with LDG, as well as any other form of electronic communication. The same principles and guidelines found in LDG's policies apply to your activities online.

Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of colleagues, or otherwise adversely affects clients, suppliers, vendors and others who work on behalf of LDG's business interests may result in disciplinary action up to and including termination.

Outside the workplace, you have a right to participate in social media and networks using your personal e-mail address. However, information and communications that you publish on personal online sites should never be attributed to LDG or appear to be endorsed by or to have originated from LDG.

Be respectful

Always be fair and courteous to colleagues, clients, suppliers, vendors or others who work on behalf of LDG. Also, keep in mind that you are more likely to resolve work related complaints by speaking directly with your co-workers than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage customers, members, associates or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or company policy.

Be honest and accurate

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about LDG, co-workers, clients, vendors, suppliers and others working on behalf of LDG or competitors.

Post only appropriate and respectful content

- *Maintain the confidentiality* of LDG's proprietary, private or confidential information. Proprietary information may include information regarding the development of lighting designs, systems, processes, products, know-how and technology. Do not post internal reports, policies, procedures or other internal business-related confidential communications.
- *Never identify a client or co-worker* in an online posting without his or her prior written permission.
- *Do not show favoritism* for a particular client, which may result in putting LDG in an embarrassing or comprised position.
- *Do not create a link* from your blog, website or other social networking site to LDG's website without identifying yourself as an LDG employee or associate.
- *Express only your personal opinions.* Never represent yourself as a spokesperson for LDG. If LDG is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of LDG, co-workers, clients, suppliers, vendors or people working on behalf of LDG. If you do publish a blog or post online related to the work you do or subjects associated with LDG, make it clear that you are not speaking on behalf of LDG. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of Lighting Design Group, Inc."

Using social media at work

Refrain from using social media while on work time or on equipment we provide, unless it is work-related as authorized by your manager. Do not use LDG's email addresses to register on social networks, blogs or other online tools utilized for personal use.

Retaliation is prohibited

LDG prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any associate who retaliates against another associate 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.

Media contacts

Employees should not speak to the media on LDG's behalf without contacting the Executive Vice President of Operations, Mark London. All media inquiries should be directed to him.

EMPLOYEE ACKNOWLEDGEMENT FORM

The employee handbook describes important information about LDG, and I understand that I should consult the Vice President of Operations regarding any questions not answered in the handbook.

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

Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

EMPLOYEE'S NAME (printed): _____

EMPLOYEE'S SIGNATURE: _____

DATE: _____