BOW TIE CINEMAS, LLC

EMPLOYEE HANDBOOK

A guide for a safe and professional workplace
# Table of Contents

## SECTION 1 – INTRODUCTION
- Welcome .................................................................................................................. 3
- Company Culture and Mission Statement ................................................................. 3
- About this Handbook ................................................................................................. 3
- At-Will Employment ................................................................................................... 4
- Equal Opportunity Employment ................................................................................ 4
- Sexual and Other Unlawful Harassment ................................................................... 5
- Discrimination, Harassment, and Retaliation Policy and Complaint Procedures ..... 6
- Expectations of Privacy .............................................................................................. 7
- Business Code of Conduct ......................................................................................... 7

## SECTION 2 – EMPLOYMENT
- Employment Classifications ..................................................................................... 8
- Personnel Records ...................................................................................................... 8
- Employment References ............................................................................................ 9
- Work Schedules ......................................................................................................... 9

## SECTION 3 – WAGES, SALARY, AND BENEFITS
- Employee Compensation .......................................................................................... 10
- Timekeeping .............................................................................................................. 11
- Meal and Break Periods ............................................................................................ 12
- Hours of Work and Overtime .................................................................................... 12
- Paychecks, Direct Deposit and Payroll Deductions .................................................. 12
- Flexible Benefits Plan .............................................................................................. 13

## SECTION 4 – TIME OFF FROM WORK
- Holidays ...................................................................................................................... 14
- Vacation ..................................................................................................................... 14
- Vacation Accrual Schedule ....................................................................................... 16
- Sick Days and Personal Days .................................................................................... 17
- Jury Duty or Court Appearances .............................................................................. 18
- Military Leave ........................................................................................................... 18
- Family and Medical Leave Act (“FMLA”) ............................................................... 19

## SECTION 5 – GENERAL WORK PRACTICES AND PROCEDURES
- Personal Appearance ............................................................................................... 29
- Customer Relations .................................................................................................. 29
- Absenteeism and Tardiness ...................................................................................... 29
- Employee Conduct and Work Rules .......................................................................... 29
- Workplace Violence Prevention .............................................................................. 30
- Drug-Free Policy ...................................................................................................... 31
- Smoking Policy ......................................................................................................... 32
- Safety ......................................................................................................................... 32
- Solicitation and Distribution of Literature ................................................................ 32
- Return of Company Property ................................................................................... 34

## APPENDICES
- Appendix A (Handbook Acknowledgment)
- Appendix B (Complaint Procedures)
SECTION 1 – INTRODUCTION

Welcome

Welcome to Bow Tie Cinemas, LLC (“Bow Tie” or the “Company”). YOU are the newest member of our Team and we look forward to a productive and successful relationship.

Company Culture and Mission Statement

OUR SUCCESS DEPENDS ON YOU!

The mission of Bow Tie Cinemas is to return style and elegance to the movie going experience. Every Bow Tie cinema is a home away from home for its patrons, and our standard is to treat each patron the way we ourselves would wish to be treated.

Every Bow Tie employee is a key member of a hard-working team of service professionals. We pride ourselves on making an elegant, dignified, courteous, and respectful presentation to our guests. Our success as a team and as a company depends on it.

Our guests expect and deserve the best, and we will always strive to exceed their expectations.

About this Handbook

A copy of this Handbook is being provided to you and to all other new Bow Tie employees. This Handbook only contains general information and guidelines applicable to Bow Tie employees. This Handbook is intended to serve as a basic resource guide to Bow Tie’s current personnel policies, procedures, and benefits. This Handbook, although useful, could not possibly cover all you may wish to know about Bow Tie’s policies, procedures or benefits and it is not intended to address all the possible applications of, or exceptions to, the general policies and procedures it describes. For that reason, if you have any questions concerning eligibility for a particular benefit or the applicability of a policy or practice to you, you should address your specific questions to your supervisor, Division Manager or the Human Resources Department.

The procedures, practices, policies and benefits described in this Handbook may be modified or discontinued from time to time, and Bow Tie reserves the right to modify, eliminate, or supplement the contents of this Handbook at any time. Bow Tie will, however, try to inform you of any changes as they occur and the Company will comply with all applicable laws and regulations.

All Bow Tie employees are expected to comply with the procedures, policies, rules, and regulations of the Company and violators may be subject to disciplinary action up to and including dismissal. Additionally, you are expected to be honest with Bow Tie and bring any complaints to the Company in good faith.
At-Will Employment

Nothing in this Handbook creates, or is intended to create, a contract, either express or implied, or a representation of continued employment. Employees of Bow Tie are hired on an at-will basis for no specific term, and, therefore either you or the Company may terminate the employment relationship, at any time, and for any reason or no reason, with or without notice. **THIS HANDBOOK IS NOT A CONTRACT OF EMPLOYMENT. YOU ARE AN AT-WILL EMPLOYEE OF BOW TIE AND NOTHING IN THIS HANDBOOK CHANGES THAT RELATIONSHIP.**

Equal Employment Opportunity

Bow Tie subscribes to the equal employment opportunity requirements of federal laws, regulations and executive orders, as well as, the laws of the states and municipalities in which we conduct business. Bow Tie is committed to hiring and developing the most qualified individuals from the available workforce in the communities we serve. It is the policy of Bow Tie to ensure equal opportunity to all employees and applicants in all employment matters including but not limited to recruitment, hiring, placement, compensation, training, promotion and separation. In these and all activities, Bow Tie does not discriminate against any qualified individual because of sex, age, race, color, religion, national origin, sexual orientation, sexual preference, disability, liability for service in the United States Armed Forces, veteran status, and/or any other legally protected characteristic.

Bow Tie requires that staff understand and make a personal commitment to practice and enforce the principles of this policy as follows:

- Recruit, hire, place, compensate, train, promote and separate without regard to sex, age, race, color, religion, national origin, sexual orientation, sexual preference, disability, liability for service in the United States Armed Forces, veteran status, and/or any other legally protected characteristic, except where a bona fide occupational qualification exists.
- Ensure all employment decisions are in accordance with the principles of equal employment opportunity.
- Ensure that the workplace is void of any unlawful verbal or physical abuse, intimidation or harassment against any employee or applicant for employment.

Any individual who feels that he or she may have been discriminated against in violation of this policy is strongly encouraged to immediately contact his or her immediate supervisor, Theatre Manager, Division Manager, or the Human Resources Department of the Company. Employees can raise good faith concerns, make reports, or lodge complaints 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. Also, any employee who knowingly retaliates against an employee who has reported workplace discrimination shall be subject to immediate disciplinary action, up to and including discharge.
**Sexual and Other Unlawful Harassment**

Bow Tie is committed to providing an environment that is free of unlawful discrimination, harassment and retaliation based on race, color, religion, age, gender, pregnancy, national origin, disability, marital or other protected status. Actions, words, jokes, or comments based upon an individual’s gender, race, color, national origin, age, religion, disability or any other legally protected characteristic will not be tolerated. This policy is necessary to stress the Company’s strong opposition to all forms of unlawful discrimination, harassment and retaliation, and to identify the complaint procedures available to employees and the applicable penalties for violations of this policy. Through enforcement of this policy and by education of employees, the Company will seek to prevent, correct and discipline behavior that violates this policy.

All employees, regardless of his or her position at the Company, are covered by and are expected to comply with this policy, and to take appropriate measures to ensure that prohibited conduct does not occur. Appropriate disciplinary action up to and including terminate of employment will be taken against any employee who violates this policy.

**Prohibited Conduct**

**Unlawful Harassment** -- Harassment, including sexual harassment, is prohibited by federal and state laws. Harassment is defined as verbal or physical conduct designed to threaten, intimidate or coerce. Examples of prohibited harassment are:

- Comments about a person’s national origin, race, color, religion, age, gender, pregnancy, disability, or other protected status. These include, but are not limited to, epithets, slurs, insults, name-calling, mocking, taunts, and negative stereotyping; and

- Distributing, displaying or discussing written or verbal material that ridicules, denigrates, insults, belittles, or shows hostility or aversion toward an individual, or group because of national origin, race color, religion, age, gender, pregnancy, disability, or other protected status.

- This policy is intended to comply with the prohibitions stated in the various federal, state and local laws, however Bow Tie’s policies may prohibit forms of harassment that do not necessarily rise to the level of being unlawful.

**Unlawful Sexual Harassment** -- For purposes of this policy, sexual harassment is defined as any type of sexually oriented conduct, whether intentional or not, that is unwelcome and has the purpose or effect of creating a work environment that is hostile, offensive or coercive. The following are examples of conduct that may constitute sexual harassment:

- Unwelcome sexual jokes, language, epithets, advances or propositions;

- Written or oral abuse of a sexual nature, including the use of sexually degrading or vulgar words to describe an individual;

- The display of sexually suggestive objects, pictures, posters or cartoons;
• Unwelcome comments about an individual’s body;
• Questions regarding an individual’s sexual conduct;
• Unwelcome touching, leering, whistling, brushing against the body, or suggestive, insulting or obscene comments or gestures;
• Demanding sexual favors in exchange for favorable reviews, assignments, promotions, or continued employment, or promises of the same.

**Unlawful Retaliation** – Bow Tie does not retaliate against any employee who, in good faith, reports discrimination or harassment. Any employee who knowingly retaliates against an employee who has reported workplace harassment or discrimination shall be subject to immediate disciplinary action, up to and including discharge.

Notwithstanding the foregoing, it is not unlawful retaliation to punish an employee for filing baseless and/or unsubstantiated claims of discrimination or harassment

**Complaint and Investigation Procedure**

The Company condemns unlawful discrimination, harassment, and retaliation, and we recognize our duty to provide you with an environment free from such conduct. The Company is committed to preventing and promptly correcting such behavior. All management personnel have been directed to take immediate action to ensure that people at the Company are not subjected to any form of unlawful discrimination, harassment, or retaliation or intimidation.

The Company will give complaints of unlawful discrimination, harassment, or retaliation or intimidation swift and serious attention and take appropriate action in response to each complaint. Each complaint shall be investigated thoroughly and rapidly, and appropriate discipline up to, and including termination of employment, shall be imposed upon those found to have violated this policy. All personnel are subject to this policy. Those engaging in harassment may also face personal liability for their actions.

**Complaint Procedure** – Any employee who believes that he or she has been subjected to unlawful discrimination, harassment or retaliation should report such behavior immediately to your direct supervisor. If you do not wish to bring a complaint to the attention of your direct supervisor, you may bring it to the attention of the Human Resources Department, Chief Operating Officer or any other member of the management team.

**Investigation Procedure** – Once a complaint is made, or the Company obtains knowledge of any behavior in violation of this policy, appropriate members of the management team will investigate this matter promptly and thoroughly. In certain circumstances, the investigation may be assisted by, or conducted at the direction of, our legal counsel or an outside investigator. The official responsible for the investigation shall report his/her findings and recommendations to the appropriate member(s) of the management team or to the Chief Operating Officer. Any employee found by this procedure to have engaged in conduct that violates the Company’s policy shall receive prompt disciplinary action, up to and including termination of employment.
**Expectations of Privacy**

**Company Premises**

Bow Tie shall from time to time carry out reasonable searches of employees’ personal belongings, work areas, and vehicles on the property of Bow Tie, and employee expressly consents to such searches. Such searches may be initiated by Bow Tie without prior announcement, with or without cause, and will be conducted at such times and locations as the Company deems appropriate. Employees who refuse to allow such searches or who deliberately obstruct such searches may face disciplinary action, up to and including termination of employment.

**Company Computers and Email**

Bow Tie owns the computer hardware and software making up the Company’s email and Internet systems and permits employees to use them in the performance of their duties for Bow Tie. Where permitted and in accordance with state laws and regulations, Bow Tie shall monitor Bow Tie’s computer, email, or internet systems, and records or information stored on or received, created, sent or accessed by employee on such systems, and Bow Tie reserves the right to disclose information that Bow Tie obtains through such monitoring. Employee expressly consents to such inspection, review, and disclosure.

**Telephones and Facsimile Machines**

Where permitted and in accordance with state laws and regulations, Bow Tie shall review, record, copy, disclose and otherwise monitor all telephone calls, fax messages, and any other similar form of communications sent or received to or from any Bow Tie telephone, computer, or fax machine. Employee expressly consents to Bow Tie’s review, recording, copying, disclosing, and/or monitoring of telecommunications and/or facsimile transmissions.

**Business Code of Conduct**

The successful business operation and reputation of Bow Tie is built upon the principles of fair dealing and ethical conduct by our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

In general, the use of good judgment, based on high ethical principles, will guide you with respect to lines of acceptable conduct. If a situation arises where you are unable to determine the proper course of action, you should discuss the matter with your supervisor and, if necessary, with the Division Manager or the Human Resources Department. Compliance with this policy of business ethics and conduct is the responsibility of every Bow Tie employee. Disregarding or failing to comply with this policy could lead to disciplinary action, up to and including termination of employment.
SECTION 2 – EMPLOYMENT

Employment Classifications

At the beginning of your employment, Bow Tie will advise you of your employment status and Bow Tie will not change your status without first informing you of the change. The classifications that you may be placed into are as follows:

Temporary Employee – An at-will employee hired for a particular project for up to a maximum defined, pre-arranged period of time. Temporary employees may be hired on a full time or part time basis, and temporary employees may be paid on an hourly or salaried basis.

Full Time Employee – An at-will employee who is regularly scheduled to work at least forty (40) hours per week. Full time employees may be paid on an hourly or salaried basis.

Part Time Employee – An at-will employee who is regularly scheduled to work fewer than forty (40) hours per week. Part time employees are paid on an hourly basis.

Personnel Records

Personnel files are the property of Bow Tie and access to the information they contain is restricted. Generally, only supervisors and management personnel of Bow Tie who have a legitimate reason to review information in a file are allowed to do so.

Upon employee’s advance written request to Bow Tie’s Human Resources Department, an employee or his or her designated agent may review the employee’s personnel file. Further, where required by law and with employee’s advance written notice to Bow Tie’s Human Resources Department, an employee’s designated physician shall be permitted to inspect the employee’s medical records that are in Bow Tie’s possession.

Such inspections shall occur within a reasonable period of time after Bow Ties Human Resources Department’s receipt of the employee’s advance written request and in the presence of a Bow Tie designated official such as, for example, a member of Bow Tie’s Human Resources Department or a member of Bow Tie’s management. Such inspections shall be permitted during regular business hours, and they shall occur either where the records are located or at employees’ place of employment as required by law.

Employee and pertinent designated officials shall be entitled to take notes during their inspection of employee’s records. These individuals may also make copies of such records, provided, however, that employee provides advance written notice to Bow Tie’s Human Resource Department that employee wants copies of such records and that employee is solely responsible for the cost of making all such copies.

It is your responsibility to inform Bow Tie of any changes in your home address, your telephone
number, your marital status, the number of dependents in your household, or any other relevant personal data. If the information in your file is not correct, problems may arise concerning your taxes, employee benefits and other important matters. If you have any questions about your personal information on file with the Company, please contact your supervisor or the Human Resources Department.

**Employment References**

All personal employee information will be regarded as confidential and careful consideration will be given to ensure this confidentiality is maintained. All requests for information about current or past employees, including requests for reference checks or employment verifications, must be referred to Bow Tie’s Human Resources Department. Only the following information will be released unless disclosure is required by law: name, position or job title, verification of dates of current or past employment, and wage rates. Any additional personal employee information is not to be released without written authorization from either the employee or Bow Tie’s Chief Operating Officer or Human Resources Manager.

**Work Schedules**

Workdays, shifts, and hours for particular employees are position and operation specific and are determined by your supervisor, the Theater Manager, the Division Manager, and/or Bow Tie’s Chief Operating Officer. Bow Tie’s workdays, shifts, and hours will comply with all applicable federal, state, and local laws. Bow Tie recognizes the need for flexibility, but must meet certain staffing standards necessary to operate the Company’s business. If you have specific concerns about your work schedule, please consult with your supervisor.
SECTION 3 – WAGES AND SALARY

Employee Compensation

Generally

Employees are classified as Exempt Employees or Non-Exempt Employees for purposes of compensation. Non-Exempt Employees are generally paid on an hourly basis and receive overtime at time and one half of the employee’s regular rate for all time the employee works in excess of forty hours in any single workweek. Exempt Employees do not receive overtime, and, instead, are paid a set salary for any workweek in which the employee performs any work for Bow Tie, without regard to the number of days or hours worked.

Payroll Deductions and Compensation Complaint Procedures Generally, deductions will not be taken from the salary of an Exempt Employee. For example, deductions from the salary of an Exempt Employee shall not be made for absences occasioned by Bow Tie or by its operating requirements or any time when the Exempt Employee is willing and able to do work, but work is not available. However, deductions may be taken from the salary of an Exempt Employee in the following circumstances:

- The Exempt Employee is absent from work for one or more full days for personal reasons, other than sickness or disability;
- The Exempt Employee is absent from work for one or more full days occasioned by sickness or disability (including work-related accidents) and the deduction is made in accordance with Bow Tie’s plan, policy or practice of providing compensation for such leave;
- The Exempt Employee may have offset against any salary to be paid in a workweek any amount received for jury fees, witness fees, or military pay in such workweek;
- The Exempt Employee is suspended without pay for a violation of a Bow Tie safety rule of major significance;
- An unpaid disciplinary suspension of one or more full days is imposed in good faith against the Exempt Employee for violating Bow Tie’s written rules governing conduct;
- The Exempt Employee fails to work the entire workweek in the initial or final week of employment with Bow Tie; or
- The Exempt Employee takes unpaid leave under the Family and Medical Leave Act.

Employee Compensation Complaint Procedure

Bow Tie strictly prohibits making any deduction from the salary of an Exempt Employee in any circumstance not specifically described in the above-listed exceptions. In the event that an Exempt Employee believes that a deduction has been made from his or her salary in violation of this policy or federal, state, or local law or otherwise believes that this policy or federal, state, or local law has been violated with regards to compensation, the Exempt Employee must immediately report such instance to the employee’s immediate supervisor, the Company’s Human Resource Department, the Division Manager, the Chief Operating Officer, or other senior management official. The Company shall investigate the matter promptly and thoroughly. In certain circumstances, the investigation may be assisted by, or conducted at the direction of,
the Company’s legal counsel or an outside investigator.

If the Company determines that any deductions from salary or other compensation paid were made in violation of this policy or federal, state or local law governing the payment of wages, the Company shall reimburse the Exempt Employee for any improper deductions or compensation and make a good faith commitment to ensure compliance in the future. If you have any questions regarding this policy or its complaint procedure, please contact your supervisor or the Company’s Human Resource Department.

**Timekeeping**

**Accurately Recording Time**

Accurately recording time worked is the responsibility of every Non-Exempt Bow Tie employee. Federal and state laws require Bow Tie to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

Non-Exempt employees must accurately record the time they begin and end their work, as well as the beginning and ending time of any meal period or non-compensable break period. They must also record the beginning and ending time of any split shift or departure from work for personal reasons.

In the event that you forget to clock in or out, you must notify your supervisor immediately. Your supervisor will need to sign the time adjustment. Failure to clock in or out and failure to notify your supervisor of such a failure more than once in a continuous (3) three month period, will result in disciplinary action. Continuous failure to clock in or out, even if you notify your supervisor, may be considered abuse of these procedures and may result in disciplinary action, up to and including termination of employment.

**Meal and Break Periods**

It is the policy of Bow Tie to comply with state and federal laws regarding meals and breaks. Non-Exempt employees are to be completely relieved from duty during a meal period or a non-compensable break period. Accordingly, Non-Exempt employees should not perform any work while clocked out during a meal period of a non-compensable break period. If, however, at any time, a Non-Exempt employee is required to perform work while the employee is clocked out during a meal period or a non-compensable break period, Employee must notify his or her manager so that such time worked will be included in employee’s hours worked and employee will be compensated for such time worked. Failure of Non-Exempt Employees to return on time from breaks or lunch will subject the employee to disciplinary action.

**Off-the-Clock Work**
All work performed must be done while the employee is clocked in. Off-the-clock work consists of work performed while an employee is not clocked in. Off-the-clock work is strictly prohibited. An employee is required to report any request that he or she perform work off-the clock to his or her supervisor, or if the supervisor is making the request, to the Company’s Human Resources Department.

Bow Tie expressly prohibits misrepresenting working hours; falsifying signatures or information on a time record; tampering with the time clock or other employees’ time record, including clocking in or out for another employee,. If you are found to have engaged in any of these prohibited activities you are subject to immediate discipline, up to and including termination of employment.

**Hours of Work and Overtime**

Bow Tie’s workweek begins on Friday and ends on Thursday. The nature of Bow Tie’s business requires that our facilities, in many instances, operate seven (7) days per week and during non-traditional hours. In other words, Bow Tie does not have an operation where there are set schedules, such as 9:00 a.m. to 5:00 p.m., or 3:00 p.m. to 11:00 p.m. Accordingly, Bow Tie’s hours of operation will be determined by each facility’s management staff in accordance with the needs of the Company and the needs of each particular location.

Bow Tie reserves the right to require employees to work overtime within the limits and requirements of applicable federal, state, and local law. Bow Tie shall pay all Non-Exempt Employees overtime in accordance with federal, state, and local law. Overtime will be paid only to Non-Exempt Employees, as defined under applicable law, and only for time worked in excess of forty (40) hours worked per workweek. Overtime will be paid to eligible employees at the rate of one and one-half (1 1/2) times the employee’s regular hourly rate of pay for all hours worked over forty (40) hours in a work week.

An employee must receive advance approval from his or her supervisor prior to working overtime. Failure to obtain such approval prior to working overtime may subject the employee to discipline up to and including termination.

**Payroll**

Bow Tie’s payroll week runs from Friday through Thursday and, except where more frequent payments are required by law, paychecks are processed every two weeks. Paydays occur every other Friday except where state or local law requires more frequent payments, in which case paydays will occur on every Friday. When a payday falls on a holiday, paychecks will be distributed on the preceding work day. Bow Tie will make all payroll deductions required by federal, state or local law or by contract.

Employees may choose to have their wages deposited directly into their bank accounts by direct deposit. Employees who wish to receive their wages through direct deposit must provide Bow Tie’s Human Resources Department with advance written authorization to make such deposits. Employees who choose to receive their wages via direct deposit will receive an itemized
statement of wages when Bow Tie makes direct deposits.

In order for an employee’s paycheck to be released to someone other than the employee, written authorization from the employee must be received by the Human Resources Department designating the individual to whom the check may be released and the applicable pay date.

**Employee Benefits**

**Plan Documents Control**

This Handbook refers to current benefit plans maintained by the Company. However, actual plan documents and summary plan descriptions are controlling. Therefore, to the extent that this Handbook is inconsistent with the actual plan document, the plan document controls.

**Flexible Benefits Plan**

Bow Tie offers a Flexible Benefits Plan (“Plan”) to eligible employees. Generally, benefits are only available to full time, Exempt Employees. However, whether or not an employee is eligible for benefits under the Plan will be determined by the specific terms and conditions of the Plan and related agreements between Bow Tie and benefits providers or insurance carriers. Additionally, new Bow Tie employee may be subject to a waiting period, as specified by the Plan, before they are eligible for benefits.

Under Bow Tie’s Plan, eligible employees may have the opportunity to participate in the following benefits:

- Comprehensive Group Health Insurance
- Group Life Insurance
- Group Dental Insurance
- Health Benefits Continuation
- Employee 401(k) Retirement Plan

Details of all benefits programs offered by Bow Tie are described in their respective Summary Plan Descriptions (“SPD”). The SPDs and other information on the Plan will be provided to eligible employees in advance of their enrollment in the Plan. If you have any questions about the availability of benefits at Bow Tie, please contact the Company’s Human Resources Department.

Bow Tie and its Plan administrators retain the maximum discretion permitted by law to administer, modify, discontinue, change or enhance all benefits available under the Plan.
SECTION 4 – TIME OFF FROM WORK

Holidays

Due to the nature of the Company’s business, Bow Tie operates on certain observed federal holidays, and, therefore, employees may be required to work on these holidays. Whether you are able to take a particular holiday off will be determined by your supervisor or the Division Manager.

In general, Bow Tie observes the following holidays:

- New Year’s Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- The Friday immediately following Thanksgiving Day
- Christmas Day

In addition, Bow Tie employees will be permitted to take one working day off for only one of the following holidays each calendar year:

- Dr. Martin Luther King, Jr. Day
- President’s Day
- Columbus Day
- Veteran’s Day

Whether or not you can take any particular holiday off must be determined in advance with your supervisor or General Manager.

Vacation

General Rules and Accrual Limits

Bow Tie provides paid vacation only to its full-time, Exempt Employees. Bow Tie encourages employees to take their earned vacation. Bow Tie feels that vacation time is important to family considerations and the overall vitality and enthusiasm of the employee. All eligible employees will accrue vacation beginning on their start date or anniversary date with Bow Tie. New Bow Tie employees cannot use any accrued vacation time until they have completed one year of continuous service with Bow Tie. For example, if an employee is hired on April 1, 2007, that employee will have available to him or her two (2) weeks of paid vacation as of March 31, 2008.

Depending upon length of service, employees can earn a minimum of two (2) weeks and a maximum of four (4) weeks per year as set forth below:
<table>
<thead>
<tr>
<th>Years of Eligible Continuous Service</th>
<th>Accrual Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>One Year</td>
<td>Ten (10) Days</td>
</tr>
<tr>
<td>Two Through Six Years</td>
<td>Fifteen (15) Days</td>
</tr>
<tr>
<td>Seven or More Years</td>
<td>Twenty (20) Days</td>
</tr>
</tbody>
</table>

Every effort will be made to grant the vacation time requested by the employee. However, vacations must not interfere with Bow Ties’ operation and therefore must be approved by the appropriate manager at least one (1) month in advance. If any conflicts arise in requests for vacation time, preference will be given to the employee with the most seniority. Vacation pay will be subject to all applicable deductions required by federal, state, or local deductions as well as any deductions required by contract.

All vacation time must be taken in full week increments, unless otherwise authorized in writing. If an employee is eligible for three (3) or four (4) weeks of vacation, it may be taken in (2) week blocks, but, only if, the employee receives written approval from the appropriate manager at least one (1) month in advance. Generally only one employee per department may be out on a vacation day at any one time.

If a Company-paid holiday falls during an employee’s scheduled vacation period, he/she will receive an additional day of vacation.

**No Pay in Lieu of Vacation and No Carryover**

Generally, Bow Tie will not pay any employee’s salary in lieu of taking vacation time, provided, however, that as required by state law, Bow Tie will compensate employees for all accrued but unused paid vacation time upon employees’ separation from their employment with the Company.

There, however, may be times when Bow Tie requires an employee to work during a scheduled vacation, and, therefore, the employee will be unable to use all of his/her vacation during the year. In such situations, and in management’s sole discretion, an employee may be paid for his or her unused vacation.

No vacation days earned in any given year can be carried forward to the next year.
Vacation Accrual Schedule

Schedule 1

<table>
<thead>
<tr>
<th>MONTH</th>
<th>EARNED DAYS AVAILABLE</th>
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<tbody>
<tr>
<td>JAN 1</td>
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<tr>
<td>JAN</td>
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<td>MAR 31</td>
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<td>DEC 31</td>
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10 DAYS

Schedule 2

<table>
<thead>
<tr>
<th>MONTH</th>
<th>EARNED DAYS AVAILABLE</th>
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<tbody>
<tr>
<td>JAN 1</td>
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15 DAYS

Schedule 3

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20 DAYS
Sick Days and Personal Days

Bow Tie provides all **full time employees** a maximum of six (6) sick days and two (2) personal days in each year that you are employed by the Company. Sick days and personal days may be taken only in appropriate circumstances as determined by your supervisor. Sick time is not to be confused with vacation time. Sick time is intended to be used only during times of illness. Bow Tie reserves the right to request a doctor’s note to verify any illness. Sick and personal days are not intended to be viewed as earned wages and are not convertible for any other purpose. Unused sick and personal time does not accrue and will be lost when employment at Bow Tie terminates.

Connecticut’s Paid Sick Leave Act

Accrual of Benefits

Certain Non-Exempt Employees and hourly employees are also eligible for additional paid sick leave under Connecticut’s Paid Sick Leave Act (“CPSLA”). Employees shall accrue such additional paid sick leave at the rate of one-hour of paid sick leave for every forty (40) hours that the employee works and up a maximum of forty (40) hours per calendar year. An employee who eligible for this leave may carry over up to forty (40) hours of accrued but unused leave to the following year, but the employee may not use more than the maximum hours in a calendar year. During such paid leave, employee shall receive remuneration equal to employee’s regular rate of pay.

Eligibility

Employees shall be eligible to use accrued paid sick leave after the employee has worked at least 680 hours of employment with Bow Tie. For employees hired by Bow Tie prior to January 1, 2012 the employee’s qualifying hours of employment began accruing as of January 1, 2012. If, however, an employee was hired after January 1, 2012, the employee shall begin accruing qualifying hours of employment as of date of employment. Moreover, employee must also have worked an average of ten (10) or more hours a week for Bow Tie in the most recent complete calendar quarter to be eligible to use this paid sick leave.

Permissible Use of Leave

Employee shall be entitled to use sick leave accrued under the CPSLA for the following reasons only

1. For (A) a service worker's illness, injury or health condition, (B) the medical diagnosis, care or treatment of a service worker's mental illness or physical illness, injury or health condition, or (C) preventative medical care for a service worker;

2. For (A) a service worker's child's or spouse's illness, injury or health condition, (B) the medical diagnosis, care or treatment of a service worker's child's or spouse's mental or physical illness, injury or health condition, or (C) preventative medical care for a child or spouse of a service worker; and

3. Where a service worker is a victim of family violence or sexual assault (A) for medical care or psychological or other counseling for physical or psychological injury or disability, (B) to obtain services from a victim services organization, (C) to
relocate due to such family violence or sexual assault, or (D) to participate in any civil or criminal proceedings related to or resulting from such family violence or sexual assault.

Employees who use paid sick leave accrued under CPSLA for a non-permissible purpose may be subject to disciplinary action up to and including termination.

**Notification Requirements**

Where employee’s need to use sick leave accrued under CPSLA is foreseeable, employee must provide Bow Tie with advance notice seven (7) days prior to the date such leave is to begin. If, however, employee’s need for such leave is not foreseeable, employee must provide Bow Tie with notice as soon as practicable. For paid sick leave of three or more consecutive days, employee must provide Bow Tie with reasonable documentation that such leave is being taken for a permissible purpose which may include documentation signed by a health care provided that such leave is necessary, or court records or documentation.

**Unlawful Retaliation**

The Company will not retaliate against any employee who requests and/or takes paid sick leave pursuant to CPSLA. Any employee who feels as though he or she has been retaliated against in violation of this policy should contact his or her immediate supervisor or Bow Tie’s Human Resources Department. Employees may also file a complaint with the Connecticut Labor Commissioner.

**Jury Duty and Court Attendance Leave**

Employees who are victims of crime, domestic or family violence or sexual assault, or who are required to be absent from work to serve on a jury, act as a witness in a court proceeding or otherwise attend court proceeding may be eligible for leave. For additional information on such leave including your eligibility for this leave and associated benefits and obligations please contact Bow Tie’s Human Resources Department.

**Military Leave**

Bow Tie is committed to supporting the United States Armed Forces, and complies with all of the requirements of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), and other applicable federal and state laws governing leave for military service. Active full-time employees who are members of the military services will be granted leaves of absence, provided benefits, and afforded reemployment rights consistent with applicable federal and state laws.

As with other types of scheduling and leave matters, employees are expected to communicate with their supervisor and Bow Tie’s Human Resources Department as far in advance as possible.
when they are requesting military leave. Notice must be in writing, and copies of military orders or other supporting documentation must be included, unless precluded from doing so by military necessity.

**FAMILY AND MEDICAL LEAVE ACT ("FMLA")**

The purpose of this policy is solely to outline and summarize the conditions under which an employee may be granted job protected time off from work, without pay, for a limited period for the following leave in accordance with the Family and Medical Leave Act (referred to as FMLA leave):

**Family Leave:** Family leave is leave needed for the care of the employee’s child within one year following birth or placement for adoption or foster care or, when necessary, before the birth or placement of the child for adoption.

**Medical Leave:** Medical leave is leave needed to care for the employee’s spouse, child or parent who has a serious health condition, or leave needed for the employee’s serious health condition, which renders the employee unable to perform his or her job.

**Military Servicemember Family Leave**

Caregiver Leave – Leave needed to care for a covered servicemember who is undergoing medical treatment, recuperation or therapy resulting from an injury or illness incurred by the member in the line of duty when the employee is the spouse, son, daughter, parent, or next of kin of the covered servicemember.

**Leave for Any Qualifying Exigency**

Leave arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation. A non-exclusive list of reasons for such leave includes the following:

- short-notice deployment
- military events and related activities
- childcare and school activities
- financial and legal arrangements
- counseling
- rest and recuperation
- post-deployment activities
- additional activities, provided that the Company and employee agree that such leave shall qualify as an exigency, and agree to both the timing and duration of such leave.

**FMLA Definitions**

The following terms have the following meanings for FMLA leave purposes:
Child - A biological, adopted or foster child, a stepchild, a legal ward or a child of a person standing in the place of a parent, so long as the child is under the age of 18 or is incapable of self-care because of a mental or physical disability.

Covered Servicemember - The term “covered servicemember” means a member or veteran of the Armed Forces, including a member or veteran of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness that occurred any time during the five years preceding the date of treatment.

FMLA - The Family and Medical Leave Act of 1993, as amended from time to time, and the regulations thereunder.

Serious health condition - An illness, injury, impairment or physical or mental condition that involves either:

(1) Inpatient care, which is defined as an overnight stay in a hospital, hospice or residential medical facility, including any period of incapacity (e.g. the inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery therefrom), or any subsequent treatment in connection with such inpatient care; or

(2) Continuing treatment by a healthcare provider, which includes anyone or more of the following:

(a) Incapacity and treatment – A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:

(i) treatment two or more times within 30 days of the first day of incapacity, unless extenuating circumstances exist, by a healthcare provider, by a nurse under direct supervision of a health care provider, or by a provider of health care services (e.g. physical therapist) under orders of, or on referral by, a health care provider; or

(ii) . at least one treatment by a healthcare provider, which results in a continuing regimen of treatment under the supervision of the health care provider.

NOTE: The requirements set forth in this paragraph for treatment by a health care provider means an in-person visit to a health care provider. The first (or only) in-person treatment visit must take place within seven days of the first day of incapacity. Also, whether additional treatment visits or a regimen of continuing treatment is necessary within the 30-day period shall be determined by the health care provider.

Pregnancy or prenatal care - Any period of incapacity due to pregnancy, or for prenatal care. Absences under this paragraph qualify for FMLA leave even though the employee or the covered family member does not receive treatment from a health care provider during the absence, and
even if the absence does not last more than three consecutive full calendar days.

**Chronic conditions** – Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:

1. requires periodic visits (defined as at least twice a year) for treatment by a health care provider, or by a nurse under direct supervision of a health care provider;
2. continues over an extended period of time (including recurring episodes of a single underlying condition); and
3. may cause episodic rather than a continuing period of incapacity (e.g. asthma, diabetes, epilepsy, etc.).

**NOTE:** Absences under this paragraph qualify for FMLA leave even though the employee or the covered family member does not receive treatment from a health care provider during the absence, and even if the absence does not last more than three consecutive full calendar days.

**Permanent or long-term conditions** – A period of incapacity which is permanent or long term due to a condition for which treatment may not be effective (e.g. Alzheimer’s, a severe stroke, or the terminal stages of a disease). The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider.

**Conditions requiring multiple treatments** – Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, for:

1. A restorative surgery after an accident or other injury; or a condition that would likely result in a period of incapacity of more than three consecutive, full calendar days in the absence of medical intervention or
2. treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).

**Serious Injury or Illness** – The term “serious injury or illness,” in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness incurred by the member in line of duty on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating.

All terms of this Policy shall be defined in a manner consistent with the FMLA and regulations thereunder.

**FMLA Eligibility**

For purposes of this policy, a covered employee is an employee who (1) has been employed by the Company for at least 12 months, (2) has completed at least 1,250 hours of service during the 12 month period immediately preceding the beginning of his or her leave, and (3) is employed at a worksite where 50 or more employees are employed by the Company within 75 miles of that worksite.

If the employee would have been eligible for FMLA coverage but for his or her required military
service, he or she will be credited with the time he or she would have worked had he or she not been called to duty when calculating FMLA eligibility. The 12 months that an employee must have been employed by the Company need not be consecutive months, however, employment periods prior to a break in service of seven years or more will not be counted in determining whether the employee has been employed for at least 12 months unless such break in service was (1) the result of fulfillment of his or her military service obligation or (2) pursuant to a written agreement with the company.

**FMLA Duration and Limitations**

Except in cases of leave to care for a covered servicemember with a serious injury or illness, the aggregate FMLA leave available to any employee for any 12-month period is 12 weeks. This includes the FMLA leave available for any qualifying exigency. The applicable 12-month period is a rolling one measured backward from the date the employee uses any FMLA leave.

FMLA leave provided for in this section is subject to the following limitations:

1. If a husband and wife are both employees with the Company, their leave is limited to an aggregate of 12 weeks together (rather than 12 weeks each) in any 12-month period if the leave is taken to care for one of the employee’s parents or for the birth of the employees’ child or to care for the child after the birth, or for placement of a child with the employees for adoption or foster care or to care for the child after placement.

2. FMLA leave may be taken intermittently or on a reduced leave schedule under certain circumstances. Intermittent leave is FMLA leave taken in separate blocks of time due to a single qualifying reason. A reduced leave schedule is a leave schedule that reduces an employee’s usual number of working hours per workweek, or hours per workday.

   a. Medical necessity. For intermittent leave or leave on a reduced leave schedule taken because of one’s own serious health condition, to care for a parent, son, or daughter with a serious health condition, or to care for a covered servicemember with a serious injury or illness, there must be a medical need for leave and it must be that such medical need can be best accommodated through an intermittent or reduced leave schedule.

   b. Birth or Placement. When leave is taken after the birth of a healthy child or placement of a healthy child for adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule only if the Company agrees.

   c. Any qualifying exigency leave. Leave due to any qualifying exigency may be taken on an intermittent or reduced leave schedule basis.

If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on the reasons set forth above, the Company may require the employee to transfer temporarily, during the period that the intermittent or reduced leave schedule is required, to an available alternative position for which the employee is qualified and which better
accommodates recurring periods of leave than does the employee’s regular position. Such
decision shall be at the company’s discretion.

Paid leave (i.e., accrued vacation or sick leave) must be substituted for FMLA leave where
available.

In cases of leave to care for a covered servicemember with a serious injury or illness, any eligible
employee may take up to 26 weeks of leave during a single 12-month period. The “single 12-
month period” referred to in this paragraph shall commence on the date an eligible employee’s
first FMLA leave to care for the covered servicemember begins. Thus, the “single 12-month
period” referenced herein may be separate from the 12-month period referenced above. Such
FMLA is subject to the following limitations:

1. An eligible employee’s FMLA leave entitlement is limited to a total of 26 workweeks of
   leave during the “single 12-month period” referenced above.

2. If a husband and wife are both employees of the Company, and the need for leave to care
   for an injured servicemember arises, their leave is limited to an aggregate of 26 weeks
   together (rather than 26 weeks each) in any “single 12-month period” if the leave is taken
to care for the same servicemember.

FMLA Notifications and Certifications

Where the need for leave is foreseeable (including when it is possible to predict accurately when
the leave will be needed) and it is practicable to do so, the employee must provide 30 days prior
notice to the Company and must make reasonable efforts to schedule leave so as not to disrupt
operations. If 30 days is not practicable, such as because of a lack of knowledge of
approximately when leave will be required to begin, a change in circumstances, or a medical
emergency, notice must be given as soon as practicable. For example, where an employee
becomes aware of a need for FMLA leave less than 30 days in advance, it should be practicable
for the employee to provide notice of the need for leave either the same day or the next business
day. If an employee fails to provide the required notice with no reasonable excuse, and the
FMLA leave is foreseeable at least 30 days in advance, the taking of leave may be delayed until
30 days after the date the employee provides notice.

Where the need for leave is not foreseeable (including when it is impossible to predict accurately
when the leave will be needed), the employee must provide as much notice to the Company as is
practicable. “As is practicable,” for purposes of this paragraph only, means within the time
prescribed by the company’s usual and customary notice requirements applicable to such leave.
If the employee fails to provide the required notice set forth in the above paragraph, the extent to
which the Company may delay FMLA coverage for leave may be determined by the length of
time between when the employee could reasonably have provided such notice and when the
employee actually provided such notice. For example, if the employee could have provided
notice on the day of an accident, but did not provide notice until one week later, the taking of
leave may be delayed until one week after the employee provides notice.

Manner of Notice
Notice must be sufficient to make the Company aware that the employee needs FMLA-qualifying leave and must include (1) the reason for the leave; (2) the expected timing and duration of the leave; (3) if intermittent or reduced schedule leave is requested in the case of medical leave, the reason why the intermittent or reduced scheduled leave is necessary and the schedule for treatment if applicable; (4) if applicable, a statement regarding the need of employee to care for a family member; and (5) other pertinent information.

Under certain circumstances, an employee may also be asked to provide information sufficient to notify the Company (1) that the employee is unable to perform the functions of the job; (2) that the employee is pregnant or has been hospitalized overnight; (3) whether the employee or the employee’s family member is under the continuing care of a health care provider; (4) if the leave is due to a qualifying exigency, that a covered military member is on active duty or called to active duty status and that the requested leave is for a qualifying reason; (5) if the leave is for a family member, that the condition renders the family member unable to perform daily activities; or (6) that the family member is a covered servicemember with a serious injury or illness.

**Designation of Leave as FMLA Leave**

When an employee requests FMLA leave, or when the Company becomes aware that an employee’s leave may be for an FMLA-qualifying reason, the company will notify the employee of the employee’s eligibility to take FMLA leave within 5 business days, absent extenuating circumstances.

Regardless of whether the employee provides notice of the need for FMLA leave, the Company may designate leave as FMLA leave where the reason for leave is FMLA-qualifying. In such case, the company will provide notice of the designation to the employee within 5 business days once it has acquired enough information to determine whether the leave is being taken for a FMLA-qualifying reason, absent extenuating circumstances. Also, if the Company intends to require the employee to complete a fitness-for-duty examination prior to returning to work, the company will provide the employee with a list of the essential functions of his or her position with the designation notice.

The Company may designate leave as FMLA leave after it acquires the requisite knowledge to make a determination that the leave qualifies as FMLA leave and such designation may be retroactive to the beginning of the leave to the extent permitted by the FMLA.

**Certification for Medical Leave**

In the case of medical leave for the employee’s own serious health condition, the serious health condition of an employee’s family member, or leave to care for a covered servicemember suffering from a serious illness or injury, the employee must provide The Company with a certification in the form of a Certification of Healthcare Provider from the healthcare provider treating the person or servicemember with the serious health condition. In addition, in case of leave for any qualifying exigency, the employee must provide a Certification of Qualifying Exigency for Military Family Leave.

The first time an employee requests leave because of a qualifying exigency, the Company may
require the employee to provide a copy of the covered military member’s active duty orders or other documentation issued by the military which indicates that the covered military member is on active duty or call to active duty status in support of a contingency operation, and the dates of the covered military member’s active duty service.

When leave is taken to care for a covered servicemember (i.e. caregiver leave), the Company may require the employee to obtain a certification completed by an authorized health care provider of the covered servicemember, including (i) a United States Department of Defense (“DOD”) health care provider; (ii) a United States Department of Veterans Affairs health care provider; (iii) a DOD TRICARE network authorized private health care provider; or (iv) a DOD nonnetwork TRICARE authorized private health care provider.

When the need for leave is foreseeable, the Company will request that the employee furnish certification at the time the employee gives notice of the need for FMLA leave or within 5 business days thereafter, or, in the case of unforeseen leave, within 5 business days after the leave commences. The employee must provide the certification no later than 15 calendar days after the company’s request, unless it is not practicable to do so despite the employee’s diligent efforts.

In the event the certification is incomplete or insufficient, the employee shall be given 7 calendar days, unless not practicable, to cure any such deficiency. If the requested certification is not provided when requested, or if the employee fails to provide a complete and sufficient certification after being given 7 days to cure any deficiencies, the Company may deny the taking of FMLA leave.

If the Company has reason to doubt the authenticity of the certification, or if the Company requires clarification of information contained in the certification, the Company may contact the health care provider for purposes of clarification and authentication after the company has given the employee the opportunity to cure any deficiencies.

If the Company has reason to doubt the validity of the medical certification, it may require the employee to obtain a second opinion (at the company’s own expense) from a healthcare provider selected or approved by it (other than a person regularly employed by The Company, unless access to healthcare providers is extremely limited). If the second opinion differs from that in the employee’s certification, a third opinion (at the company’s expense) may be obtained from a healthcare provider selected or approved jointly by the Company and the employee. The third opinion will be final and binding.

Under certain circumstances, the employee must provide subsequent recertifications, at the employee’s expense, in the form of an updated certification of the healthcare provider. The Company may request recertification every 30 days in connection with an absence by the employee unless the initial certification indicates that the minimum duration of the condition is more than 30 days, in which case The Company will wait until that minimum duration expires before it requests a recertification. However, the Company may request a recertification in less than 30 days if (i) the employee requests an extension of leave; (ii) the circumstances described by the previous certification have changed significantly; or (iii) The Company receives information that casts doubt upon the employee’s stated reason for the absence or the continuing validity of the certification.
The employee must provide the recertification no later than 15 days after the request, unless it is not practicable to do so despite the employee’s diligent efforts.

Certifications must be provided to Human Resources. Failure to provide a required certification may result in a delay of FMLA leave. An employee must periodically provide The Company with notice regarding his or her status and intention to return to work.

Approval or Disapproval of FMLA Leave

An employee’s leave request and any required certification must be submitted to Human Resources before either approving or disapproving all requests. Following approval or disapproval, a copy of the leave request and a letter of approval or disapproval will be sent to the employee. The original leave request and any original certification will be kept in the employee’s medical leave file.

Benefits During Leave

During any approved FMLA leave, the employee may retain medical coverage under the same terms and conditions as if he/she was actively working, may select any newly offered medical coverage, and may commence or change medical coverage at any open enrollment date or other date during the leave at which coverage could have been begun or changed had the leave not been taken.

Any share of group health plan premiums which had been paid by the employee prior to FMLA leave must continue to be paid by the employee during the FMLA leave period. If the FMLA leave is substituted paid leave, the employee’s share of premiums for medical coverage must be paid by the method normally used during any paid leave (i.e. a payroll deduction). If FMLA leave is unpaid, the Company will require that the employee pay his or her share of premiums for medical coverage to the company or directly to the insurance carrier. The Company’s obligations to maintain health insurance coverage cease under FMLA if the employee’s premium payment is more than 30 days late, provided that the company will first mail written notice to the employee notifying the employee that the payment has not been received. Such notice shall be mailed to the employee at least 15 days before coverage is to cease.

If an employee does not return to work for the Company for at least 30 calendar days after completion of his or her FMLA leave, the company may recover its share of health plan premiums during a period of unpaid FMLA leave from an employee. No repayment will be required, however, if the failure to return to work was due to (i) the continuation, reoccurrence or onset of either a serious health condition of the employee or the employee’s family member, or a serious injury or illness of a covered servicemember; or (ii) other circumstances beyond the employee’s control.

The employee’s rights to benefits other than group health benefits during a period of FMLA leave is to be determined in accordance with the Company’s policy for providing such benefits when employees are on other forms of leave (i.e. vacation leave).

If an employee gives notice of his or her intent not to return to work, the Company’s obligations
under the FMLA to maintain health benefits (subject to COBRA requirements) cease.

Returning to Work After FMLA Leave and Job Restoration

An employee should provide the Company prior notice of his or her anticipated return to work, where feasible. In the case of employee medical leave, the Company may require the employee to provide a certification from his or her healthcare provider that the employee is able to resume work. Such certification should address only the health condition that caused the need for FMLA leave and should state whether the employee is able to perform all of the essential duties of his or her job and whether there are any reasonable accommodations that the Company should make for the employee due to the employee’s health condition in order for the employee to return to work. If such a certification is required, the certification must be provided prior to returning to work. The cost of the certification shall be borne by the employee.

After the end of an approved FMLA leave and the provision of any required notice of return and any certifications regarding the ability to return, the employee will be returned to the position he or she held immediately before the leave or to an equivalent position, with equivalent benefits, pay and other terms and conditions of employment.

Notwithstanding the above, the employee shall have no greater right to job restoration or to other benefits and conditions of employment than if the employee had been continuously at work and not taken FMLA leave (e.g. if the employee would have been laid off during the leave) or if the employee was hired for a specific term or only to work on a specific project and the term or project has ended.

Termination of FMLA Leave

FMLA leave will automatically terminate and all of the employee’s rights during or following FMLA leave under this policy will automatically terminate if and as of the date the employee notifies the Company of the employee’s intent not to return to work. If an employee fails to comply with the requirements of this policy (e.g. fails to supply any necessary medical certifications), the Company may delay or, in some instances, terminate the employee’s FMLA leave and employment. In such case, all of the employee’s rights during or following FMLA leave under this policy will automatically terminate. If an employee on FMLA leave takes any actions which would entitle the Company to terminate the employee’s employment if he or she were an active employee, the company may terminate the employee’s FMLA leave and employment. In such case, all of the employee’s rights during or following FMLA leave under this policy will automatically terminate.

Miscellaneous

This policy shall be interpreted in a manner consistent with the FMLA, and shall provide no rights and imposes no obligations other than those required by the FMLA. To the extent that any provision of this policy conflicts with the FMLA or its regulations, the FMLA and its regulations shall govern. The Company is granted discretion to interpret and apply this policy. This policy may be modified or amended by the Company at any time and from time to time. If an employee exhausts all available FMLA leave without returning to work, the Company reserves the right to
terminate the employee’s employment.

**Family Medical and Parental Leave**

Employees, including employee are ineligible for leave under the FMLA, may be entitled to additional leave for the following reasons:

- The employee’s birth or adoption or a child;
- The employee’s entrance into a foster care relationship with a child;
- To participate in certain educational activities regarding employee’s child;
- To obtain care for the employee’s serious health condition;
- To care for certain relatives of the employee who are receiving treatment for a serious health conditions;
- To care for certain relatives who are current members of the armed forces and who are undergoing medical treatment, or, alternatively, who are deployed during military conflict to certain areas.

To obtain additional information on such leave including employee’s eligibility for such leave and the benefits and obligations associated with this leave, please contact the Human Resources Department of Bow Tie.
SECTION 5 – GENERAL WORK PRACTICES AND PROCEDURES

Personal Appearance

Dress, grooming, and personal appearance standards contribute to the morale of all employees and affect the business image Bow Tie presents to customers and the public. During business hours and/or when representing Bow Tie, you are expected to present a clean, and neat appearance. Perfume and colognes should be used in moderation, as some individuals may be sensitive to fragrances. Bow Tie’s objective in establishing these standards is to enable employees to project a professional, business-like image while also experiencing the comfort and advantages of a casual, safe work environment.

While some employees are expected to wear Bow Tie sanctioned uniforms, all employees are expected meet the highest standards of acceptable appearance. If your dress, grooming or personal appearance fails to meet the Company’s standards as determined by your supervisor, Theater Manager, Division Manager and/or the Company’s Human Resources Department, you may be asked to leave the workplace until you are properly dressed or groomed. Under such circumstances, Eon-Exempt Employees will not be compensated for the time away from work. Egregious violations or repeated violations of these standards may also lead to disciplinary action, up to and including termination.

Customer Relations

You are Bow Tie’s representative to the Company’s customers and you are expected to conduct yourself professionally. In performing their jobs, Bow Tie employees are expected to treat customers and the public in general with respect and courtesy. In the unlikely event that a customer becomes disruptive or unruly, you should contact your supervisor or Theater Manager to address the customer’s concerns.

Absenteeism and Tardiness

Bow Tie expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on the Company and on your fellow employees. In the rare instances when you cannot avoid being late to work or missing work that has been scheduled, you should notify your supervisor as soon as possible in advance of the anticipated tardiness or absence.

Poor attendance and excessive tardiness are disruptive and unacceptable. Either may lead to disciplinary action, up to and including termination of employment.

Employee Conduct and Work Rules

Generally

To ensure orderly operations and provide the best possible work environment, Bow Tie expects employees to follow rules of conduct that will protect the interests and safety of all employees and the company.
It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are merely examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

- Theft or inappropriate removal or possession of company-owned or leased property or the personal property of others;
- Falsification of timekeeping records;
- Working under the influence of alcohol or illegal or unauthorized drugs;
- Possession, distribution, sale, transfer, or use of alcohol or illegal or unauthorized drugs in the workplace, while on duty, or while operating company-owned or leased vehicles or equipment;
- Fighting or threatening violence in the workplace;
- Boisterous or disruptive activity in the workplace;
- Negligence or improper conduct leading to damage of employer-owned or leased property;
- Insubordination or other disrespectful conduct;
- Violation of safety or health rules;
- Smoking in prohibited areas;
- Sexual or other unlawful or unwelcome harassment;
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace;
- Excessive absenteeism or unexplained and unauthorized absences;
- Unauthorized and unexplained absences during the workday;
- Unauthorized use of telephones, mail system or other company-owned equipment;
- Unauthorized disclosure of proprietary or confidential information;
- Violation of personnel policies; and
- Unsatisfactory performance or conduct.

As stated above, these are only examples of rule violations and are not an exhaustive or inclusive list. Moreover, this termination policy does not create a contract of employment. Your employment relationship with the Company remains at-will.

**Workplace Violence Prevention**

**Employee Guidelines**

All employees, including supervisors and temporary employees, should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, “horseplay” or other conduct that could be dangerous to others. Employees are strictly prohibited from bringing firearms, weapons and other dangerous or hazardous devices or substances onto Bow Tie’s premises at any time.

All threats or acts of violence, both direct and indirect, should be reported as soon as possible to your supervisor, Division Manager, or other member of Bow Tie’s management. This includes threats by employees, as well as threats by customers, vendors, solicitors or other members of the
When reporting a threat of violence, you should be as specific and detailed as possible.

**Suspicious Individuals or Activities**

You should report all suspicious individuals or activities as soon as possible to your supervisor or Division Manager. If you see or hear a commotion or disturbance near your work area, do not try to intercede or otherwise try to determine what is happening. Bow Tie will promptly and thoroughly investigate all reports of threats or acts of violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of its investigation, Bow Tie may suspend employees, either with or without pay, pending investigation. Anyone determined to be responsible for threats or acts of violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action, up to and including termination of employment.

**Violent and/or Criminal Activity**

Engaging in violent and/or criminal activity is unacceptable and constitutes conduct detrimental to the integrity of Bow Tie. It is the responsibility of all Bow Tie employees to immediately report suspected violent and/or criminal activity at the workplace to their supervisor, Division Manager, or the Company’s Human Resources Department. Situations that are threaten life or limb should be immediately reported to 911.

**Drug-Free Policy**

**Generally**

Bow Tie is committed to providing a drug-free, healthy, and safe workplace. Accordingly, the following conduct is prohibited:

1. The use, possession, manufacture, distribution or sale of an illegal drug, controlled substance whose use unauthorized, or drug paraphernalia on or in Company-owned property or while on Company business, or during working hours.

2. Storing any illegal drug, drug paraphernalia, or any controlled substance whose use is unauthorized, in or on Company-owned or supplied property.

3. Reporting to work, working, or acting or appearing on behalf of the Company while under the influence of illegal drugs or a controlled substance whose use is unauthorized. This policy shall not prohibit the specifically authorized use of alcohol at social events sanctioned by Bow Tie.

Employees should notify their supervisor, General Manager and/or Bow Tie’s Human Resources Department immediately upon learning of violations of this policy.
Employees who engage in behavior in violation of this Drug Free Policy shall be subject to disciplinary action up to and including termination. Violations of this Drug Free Policy may also have further legal consequences.

Smoking Policy

In the interest of health and safety, smoking is not permitted anywhere on Bow Tie premises. This prohibition is applicable to private offices, common areas, and Bow Tie grounds, including parking lots. This policy will be strictly enforced and violations will be subject to disciplinary action, up to and including termination of employment.

Safety

The prevention of accidents is of utmost importance to the well-being of our employees. While management has formal responsibility for the safety program, the primary responsibility falls to each individual employee. In addition to following safe, approved methods for carrying out daily work assignments, you are requested to notify your manager of any safety hazards in order to eliminate the hazard. Safety is everybody’s job, but it begins with you. Employees should immediately report any accidents or injuries that occur on site or during working hours.

Solicitation and Distribution of Literature

Non-Bow Tie Employees

Persons not employed by Bow Tie are not permitted to solicit Bow Tie employees, distribute or post materials or electronic announcements on Company premises, or utilize Bow Tie property at any time except in furtherance of matters related to Bow Tie’s business functions and purposes, including, but not limited to, Company-subsidized programs and charitable or community activities supported by Bow Tie. Any person seeking permission to solicit Bow Tie employees or utilize its premises or property in accordance with the limitations stated above shall submit, in advance, a written request for approval to the Division Manager responsible for the Bow Tie facility in question, who shall have the authority to determine compliance with this policy. Questions about this policy should be directed to your Division Manager or the Company’s Human Resources Department.

Bow Tie Employees

Bow Tie recognizes that employees may have interests in events and organizations outside the workplace. However, employees are not permitted to solicit any employee or customer of Bow Tie for any purpose unrelated to the terms and conditions of the employee’s employment. Additionally, employees may not distribute any non-work related materials of any kind and to any employee or customer of Bow Tie in working areas or during working time. For purposes of this policy, working time does not include authorized breaks and mealtimes and those times
before and after work is designated to begin or end.

Notwithstanding the above provisions, Bow Tie employees may post materials on designated employee bulletin boards in the employee break rooms. Aged materials may be periodically removed by the company. Employee-posted materials are further subject to removal if, in the sole discretion of the Theater Manager, the materials are inappropriate, offensive or disruptive.

Violations of this policy should be reported to the Human Resources Department immediately.
Return of Company Property

Employees are responsible for all Bow Tie owned or leased property, materials or written information issued to them or in their possession or control.

Employees must return all Bow Tie property immediately upon request or upon termination of employee’s employment. Bow Tie will take all appropriate legal action to recover or protect its property.
APPENDICES

APPENDIX A

EMPLOYEE RECEIPT AND REVIEW OF HANDBOOK ACKNOWLEDGEMENT

I acknowledge that I have received and read a copy of the Bow Tie Cinemas, LLC Employee Handbook. I also acknowledge that I was given a chance to ask any questions about the Handbook and the policies and procedures of Bow Tie. I believe it is my responsibility to review the Handbook and familiarize myself with the policies and procedures contained within it. I understand that the Handbook is not a contract of employment and it does not create a contract of employment between Bow Tie and myself, and I further understand that I am employed at-will, and that either I or Bow Tie may terminate my employment at any time and for any reason or no reason at all.

Signature of Employee___________________________  Date ______________

Printed Name of Employee________________________
APPENDIX B

UNLAWFUL DISCRIMINATION, HARASSMENT AND RETALIATION POLICY AND PROCEDURE ACKNOWLEDGEMENT

This is to acknowledge that I have received a copy of and have read Bow Tie Cinemas, LLC’s Anti-Harassment and Anti-Discrimination Policies. I also acknowledge that I have asked and have had answered any questions necessary to my understanding of these policies.

I agree to comply with these policies and understand that I may be asked periodically to reconfirm my understanding and my compliance.

I understand that the Company requires my compliance with these policies and that my non-compliance may be grounds for disciplinary action, up to and including discharge.

Signature of Employee___________________________   Date  _____________

Printed Name of Employee________________________