



# **THE VILLAGE AT COPPER**

## **Employee Handbook**

**December 16, 2021**

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# Core Policies

## 1.0 Welcome

### 1.1 A Welcome Policy

Welcome! You have just joined a dedicated organization. We hope that your employment with THE VILLAGE AT COPPER will be rewarding and challenging. We take pride in our employees as well as in the products and services we provide.

The Company complies with all federal and state employment laws, and this handbook generally reflects those laws. The Company also complies with any applicable local laws, although there may not be an express written policy regarding those laws contained in the handbook.

The employment policies and/or benefits summaries in this handbook are written for all employees. When questions arise concerning the interpretation of these policies as they relate to employees who are covered by a collective-bargaining agreement, the answers will be determined by reference to the actual union contract, rather than the summaries contained in this handbook.

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

If you have questions about your employment or any provisions in this handbook, contact Abigail Tietjen.

We wish you success in your employment here at THE VILLAGE AT COPPER!

All the best,

Peter Siegel, Executive Director  
THE VILLAGE AT COPPER

### 1.2 At-Will Employment

Your employment with THE VILLAGE AT COPPER is on an "at-will" basis. This means your employment may be terminated at any time, with or without notice and with or without cause. Likewise, we respect your right to leave the Company at any time, with or without notice and with or without cause.

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

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

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

This policy may not be appropriate in its entirety for employees working in Montana.

## **2.0 Introductory Language and Policies**

### **2.1 Ethics Code**

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

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

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

### **2.2 Revisions to Handbook**

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

## **3.0 Hiring and Orientation Policies**

### **3.1 Conflicts of Interest**

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

### **3.2 Job Descriptions**

THE VILLAGE AT COPPER attempts to maintain a job description for each position. If you do not have a current copy of your job description, you should request one from your Supervisor.

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

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

### **3.3 New Hires and Introductory Periods**

The first 30 days of your employment is considered an introductory period. During this period, you will become familiar with THE VILLAGE AT COPPER and your job responsibilities, and we will have the opportunity to monitor the quality and value of your performance and make any necessary adjustments in your job description or responsibilities. Your introductory period with the Company can be shortened or lengthened as deemed appropriate by management and Human Resources. Completion of this introductory period does not imply guaranteed or continued employment. Nothing that occurs during or after this period should be construed to change the nature of the "at-will" employment relationship.

### **3.4 Training Program**

In most cases, and for most departments, training employees is done on an individual basis by the department manager. Even if you have had previous experience in the specified functions of your job duties, it is necessary for you to learn our specific procedures, as well as the responsibilities of the specific position. If you ever feel you require additional training, consult your Supervisor.

### **3.5 Employment Authorization Verification**

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

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

## **4.0 Wage and Hour Policies**

### **4.1 Attendance**

If you know ahead of time that you will be absent or late, provide reasonable advance notice to your Supervisor. Employees must speak to their supervisor, they cannot text or email if they will be absent. You may be required to provide documentation of any medical or other excuse for being absent or late where permitted by applicable law.

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

### **4.2 Business Expenses**

The purpose of this policy is to define approved nontravel business expenses and the authority for incurring and approving such expenses at THE VILLAGE AT COPPER.

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

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

The Company pays for expenses necessary to achieve a valid business purpose when meetings are held with customers, vendors, or other Company employees. The most senior Company individual present is to

pay for and report all expenses.

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

#### Entertainment

The Company pays for entertainment expenses only when they clearly benefit the Company and include customers and are promotional in nature. The most senior individual present is to pay for and report all expenses.

#### Technical and Training Seminars

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

#### Reporting

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

### **4.3 Direct Deposit**

THE VILLAGE AT COPPER encourages all employees to enroll in direct deposit. If you would like to take advantage of direct deposit, ask Human Resources for an application form. Typically, the bank will begin the direct deposit of your payroll within one pay cycle after you submit your completed application.

If you have selected the direct deposit payroll service, an electronic explanation of your deductions will be available online on paydays described in the preceding sections in lieu of a check.

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

At THE VILLAGE AT COPPER, pay depends on a wide range of factors, including pay scale surveys, individual effort, profits, and market forces. If you have any questions about your compensation, including matters such as paid time off, commissions, overtime, benefits, or paycheck deductions, speak with your Supervisor.

### **4.5 Job Abandonment**

If you fail to show up for work or call in with an acceptable reason for the absence for a period of three consecutive days, you will be considered to have abandoned your job and voluntarily resigned from THE VILLAGE AT COPPER.

### **4.6 Paycheck Deductions**

THE VILLAGE AT COPPER is required by law to make certain deductions from your pay each pay period, including deductions for federal income tax, Social Security and Medicare (FICA) taxes, etc., and any other deductions required under law or by court order for wage garnishments. The amount of your tax deductions will depend on your earnings and the information you list on your federal Form W-4 and applicable state withholding form. Permissible deductions for exempt employees may also include, but are not limited to, deductions for full-day absences for reasons other than sickness or disability and certain disciplinary suspensions. You may also authorize certain voluntary deductions from your paycheck where permissible under state law. Your deductions will be reflected in your wage statement. If you have any questions about deductions from your pay, contact your Supervisor.

The Company will not make deductions to your pay that are prohibited by federal, state, or local law. Review your paycheck for errors each pay period and immediately report any discrepancies to your

Supervisor.

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

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

#### **4.7 Recording Time**

THE VILLAGE AT COPPER is required by applicable federal, state, and local laws to keep accurate records of hours worked by certain employees. To ensure that the Company has complete and accurate time records and that employees are paid for all hours worked, nonexempt employees are required to record all working time using Company time clock.

Exempt employees may also be required to track days or time worked. Speak with your Supervisor for specific instructions.

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

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

Clock in no more than five minutes ahead of your start time and clock out no later than five minutes after your quitting time. All nonexempt employees are required to enter their hours worked accurately, including all lunch periods and any rest periods of more than 20 minutes.

Notify your Supervisor of any pay discrepancies, unrecorded or misrecorded work hours, or any involuntarily missed meal or break periods. Falsifying time entries is strictly prohibited. Falsifying time entries includes working "off the clock." If you falsify your own time records, or the time records of co-workers, or if you work off the clock, you will be subject to discipline up to and including termination. Immediately report to Human Resources any employee, supervisor, or manager who falsifies your time entries or encourages or requires you to falsify your time entries or work off the clock.

#### **4.8 Travel Expenses**

The purpose of this policy is to define approved business travel expenses and the authority for incurring and approving such expenses at THE VILLAGE AT COPPER.

Travel expenses are the reasonable and necessary expenses incurred by employees when traveling on approved THE VILLAGE AT COPPER business trips. Travel is limited to business activities for which other means of communication is inadequate and for which prior approval from your Supervisor has been received.

##### Advances

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

##### Travel Expenses

The Company pays the actual amounts incurred for appropriate expenses when you are on travel assignments. Examples of typical expenses include the following:



- Airline tickets.
- Meals and lodging.
- Car rental, bus, taxi, parking.
- Telephone and fax.
- Laundry and dry cleaning (trips exceeding one week only, unless emergency).
- Business supplies and services.
- Associated gratuities.
- Other expenses necessary to achieve the business purposes.

### Air Travel

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

Airfares are to be charged to personal credit cards and subsequently submitted for reimbursement on a monthly expense report.

### Hotels

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

### Insurance

The Company does not pay for personal travel insurance for employees.

### Rental Cars

You are to use rental firms having existing relationships with the Company and, where feasible, have negotiated discount rates. Available reasonable transportation is to be used.

### Reporting

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

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

### **5.1 Criminal Activity/Arrests**

THE VILLAGE AT COPPER will report all criminal activity in accordance with applicable law. Involvement in criminal activity while employed by the Company, whether on or off Company property, may result in disciplinary action including suspension or termination of employment.

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

### **5.2 Exit Interview**

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

### **5.3 Open Door/Conflict Resolution Process**

THE VILLAGE AT COPPER strives to provide a comfortable, productive, legal, and ethical work environment. To this end, we want you to bring any problems, concerns, or grievances you have about the work place to the attention of your Supervisor and, if necessary, to Human Resources or upper level management. To help manage conflict resolution we have instituted the following problem solving procedure:

If you believe there is inappropriate conduct or activity on the part of the Company, management, its employees, vendors, customers, or any other persons or entities related to the Company, bring your concerns to the attention of your Supervisor at a time and place that will allow the person to properly listen to your concern. Most problems can be resolved informally through dialogue between you and your immediate Supervisor. If you have already brought this matter to the attention of your Supervisor before and do not believe you have received a sufficient response, or if you believe that person is the source of the problem, present your concerns to Human Resources or upper level management. Describe the problem, those persons involved in the problem, efforts you have made to resolve the problem, and any suggested solution you may have.

### **5.4 Pay Raises**

Depending on financial health and other Company factors, efforts will be made to give pay raises consistent with THE VILLAGE AT COPPER profitability, job performance, and the consumer price index. The Company may also make individual pay raises based on merit or due to a change of job position.

### **5.5 Post-Employment References**

THE VILLAGE AT COPPER policy is to confirm dates of employment and job title only. With written authorization, the Company will confirm compensation. Forward any requests for employment verification to Human Resources.

### **5.6 Resignation Policy**

THE VILLAGE AT COPPER hopes that your employment with the Company will be a mutually rewarding experience; however, the Company acknowledges that varying circumstances can cause you to resign employment. The Company intends to handle any resignation in a professional manner with minimal disruption to the workplace.

#### Notice

The Company requests that you provide a minimum of two weeks notice of your resignation. If you are a Supervisor, you are requested to provide a minimum of four weeks' notice. Provide a written resignation letter to your Supervisor. If you provide less notice than requested, the Company may deem you to be ineligible for rehire, depending on the circumstances of the notice given.

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

#### Final Pay

The Company will pay separated employees in accordance with applicable laws and other sections of this handbook.

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

#### Return of Property

Return all Company property at the time of separation, including items such as uniforms, cellphones, keys, tools, laptops, credit cards, and identification cards. Failure to return some items may result in deductions

from your final paycheck where state law allows. In some circumstances, the Company may pursue criminal charges for failure to return Company property.

## **5.7 Standards of Conduct**

THE VILLAGE AT COPPER wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all our employees, clients, customers, and other stakeholders. We all share in the responsibility of improving the quality of our work environment. By deciding to work here, you agree to follow our rules.

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

Examples of inappropriate conduct include:

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

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

## **6.0 General Policies**

### **6.1 Bulletin Boards**

THE VILLAGE AT COPPER maintains an official bulletin board located at the breakroom for providing employees with official Company notices, including wage and hour laws, changes in policies, and other

employment-related notices. At times the Company may also post information of general interest to employees on the bulletin board. You are responsible for being informed about this material by periodically reviewing the bulletin board. Only authorized personnel may add and remove notices from the bulletin board.

## **6.2 Employer Sponsored Social Events**

THE VILLAGE AT COPPER holds periodic social events for employees. Be advised that your attendance at these events is voluntary and does not constitute part of your work-related duties. Any exceptions to this policy must be in writing and signed by a Supervisor prior to the event.

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

## **6.3 Mail Use**

You are required to limit usage of the THE VILLAGE AT COPPER mail service to business purposes only. You may not use the Company address to receive personal mail. Do not use the Company postage meter for your personal mail. Report any suspicious packages or envelopes to Human Resources immediately.

## **6.4 Nonsolicitation/Nondistribution Policy**

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

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

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

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

Violations of this policy should be reported to Supervisor.

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

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

It is Company policy to control off duty and nonworking hour use of Company facilities either for business or personal reasons. You are prohibited from using Company facilities during off duty or nonworking hours without the written consent of your Supervisor. If you use Company facilities during your off-duty hours or

Company off-hours, you may be required to sign a log-in and log-out sheet maintained by the Company or building manager.

## **6.6 Personal Appearance**

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

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

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

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

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

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

Use of personal cell phones and mobile devices at work can be distracting and disruptive and cause a loss of productivity. Thus, you should primarily use such personal devices during nonworking time, such as breaks and meal periods. During this time, use devices in a manner that is courteous to those around you. Outside of nonworking time, use of such devices should be minimal and limited to emergency use only. If you have a device that has a camera and/or audio/video recording capability, you are restricted from using those functions on Company property unless authorized in advance by management or when they are used in a manner consistent with your right to engage in concerted activity under section 7 of the National Labor Relations Act (NLRA).

You are expected to comply with Company policies regarding the protection of confidential and proprietary information when using personal devices.

While operating a vehicle on work time, the Company requires that the driver's personal cell phone/mobile device be turned off. If you need to make or receive a phone call while driving, pull off the road to a safe location unless you have the correct hands-free equipment for the device that is in compliance with applicable state laws.

You may connect your personal device to the Company network or to Company equipment (computers, printers, etc.).

You may have the opportunity to use your personal devices for work purposes. Before using a personal device for work-related purposes, you must obtain written authorization from Human Resources. The use of personal devices is limited to certain employees and may be limited based on compatibility of technology. To ensure the security of Company information. If you are authorized to use a personal device, you will receive a monthly stipend based on the estimated use of the device. If you obtain or currently have a plan that exceeds the monthly stipend, the Company will not be liable for the cost difference.

Nothing in this policy is intended to prevent employees from engaging in protected concerted activity under

the NLRA.

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

## 6.8 Personal Data Changes

It is your obligation to provide THE VILLAGE AT COPPER with your current contact information, including current mailing address and telephone number. Inform the Company of any changes to your marital or tax withholding status. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings. To make changes to this information, contact Human Resources or update your online portal.

## 6.9 Security

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

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

## 6.10 Social Media

At THE VILLAGE AT COPPER, we recognize the Internet provides unique opportunities to participate in interactive discussions and share information using a wide variety of social media. However, use of social media also presents certain risks and carries with it certain responsibilities. To minimize risks to the Company, you are expected to follow our guidelines for appropriate use of social media.

This policy applies to all employees who work for the Company.

### Guidelines

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

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

### Know and Follow the Rules

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

### Be Respectful

The Company cannot force or mandate respectful and courteous activity by employees on social media during nonworking time. If you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as unlawful, slanderous, threatening, or that might constitute unlawful harassment. Examples of such conduct might include defamatory or slanderous posts meant to harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, age, national origin, religion, veteran status, or any other status or class

protected by law or Company policy. Your personal posts and social media activity should not reflect upon or refer to the Company.

### Maintain Accuracy and Confidentiality

When posting information:

- Maintain the confidentiality of trade secrets, intellectual property, and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the Company.
- Do not create a link from your personal blog, website, or other social networking site to a Company website that identifies you as speaking on behalf of the Company.
- Never represent yourself as a spokesperson for the Company. If the Company is a subject of the content you are creating, do not represent yourself as speaking on behalf of the Company. Make it clear in your social media activity that you are speaking on your own behalf.
- Respect copyright, trademark, third-party rights, and similar laws and use such protected information in compliance with applicable legal standards.

### Using Social Media at Work

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

### Media Contacts

If you are not authorized to speak on behalf of the Company, do not speak to the media on behalf of the Company. Direct all media inquiries for official Company responses to Human Resources.

### Retaliation and Your Rights

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

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

## **6.11 Suggestion Policy**

At THE VILLAGE AT COPPER, we welcome suggestions for continued improvement and welcome your ideas for better ways to do your job, produce or sell the products or services of our Company, or meet customer and client needs. Discuss your ideas with your Supervisor or another member of the management team.

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

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

## **6.12 Telephone Use**

THE VILLAGE AT COPPER phones are principally for work-related communications. Unless there is an emergency, limit long distance telephone calls to business purposes only. Limit personal use of Company telephones to brief communications during rest periods where possible. Casual conversation with friends and relatives during working hours is strongly discouraged. Telephone use is subject to the Use of Company Technology Policy.

### **6.13 Third Party Disclosures**

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

If you receive such a contact, you should not speak on behalf of the Company and should refer any call requesting the position of the Company to the Executive Director. If you have any questions about this policy or are not certain what to do when such a contact is made, contact the Executive Director.

### **6.14 Use of Company Technology**

This policy is intended to provide THE VILLAGE AT COPPER employees with the guidelines associated with the use of the Company information technology (IT) resources and communications systems.

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

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

#### General Provisions

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

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

The Company reserves the right to monitor, intercept, and/or review all data transmitted, received, or downloaded over Company IT resources and communications systems in accordance with applicable law. Any individual who is given access to the system is hereby given notice that the Company will exercise this right periodically, without prior notice and without prior consent. The interests of the Company in monitoring and intercepting data include, but are not limited to: protection of Company trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.); managing the use of the computer system; and/or assisting employees in the management of electronic data during periods of absence.

You should not interpret the use of password protection as creating a right or expectation of privacy, nor should you have a right or expectation of privacy regarding the receipt, transmission, or storage of data on Company IT resources and communications systems.

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

#### Violations



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

## **6.15 Use of Employer Vehicles**

Company vehicles are to be used for THE VILLAGE AT COPPER business only. Unless the use of the vehicle has been approved for personal use, personal or outside business use is strictly prohibited.

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

When a Company vehicle cannot be operated, is unsafe for use, or has been damaged, notify your Supervisor immediately.

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

You may not operate a motor vehicle while under the influence of alcohol or a chemical substance or other substance that can impair judgment. You may not operate a motor vehicle while texting, emailing, or otherwise using a cell phone or other handheld device without utilizing a hands-free device.

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

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

THE VILLAGE AT COPPER property, including but not limited to lockers, phones, computers, tablets, desks, work place areas, vehicles, or machinery, remains under the control of the Company and is subject to inspection at any time, without notice to any employees, and without their presence.

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

## **7.0 Benefits**

### **7.1 401(k) Plan**

Eligible employees (as determined by the terms of the plan) may participate in the THE VILLAGE AT COPPER 401(k) plan. The Company provides an employer match of 100% up to 4% contribution. Refer to your Summary Plan Description (SPD) for specifics.

Contact the benefits administrator to find out if you are eligible to participate in the Company 401(k) plan. The Company is required to let you know if you are eligible.

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

### **7.2 Bereavement Leave**

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

Full-time employees who have completed 30 days of service are eligible for 3 day(s) of paid bereavement leave for the death of an immediate family member.

You may use accrued but unused vacation/sick leave/paid time off if additional time is needed. Additional unpaid time off may be granted at the discretion of the Company on a case-by-case basis.

For purposes of this policy, **immediate family member** includes the following and applies both to the family of the employee and the employee's spouse: child (including foster child and stepchild), spouse, sister, brother, parents (including foster parents and stepparents), grandparents.

You must provide notice of your need for bereavement leave as far in advance as possible. The Company may require documentation supporting your need for bereavement leave.

### **7.3 Dental Insurance**

All regular full-time employees who have completed 30 days of employment at THE VILLAGE AT COPPER are eligible for the Company dental plan. Dental plan benefits are described in detail in the Summary Plan Description (SPD).

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

THE VILLAGE AT COPPER provides confidential assistance through its employee assistance program (EAP) to all eligible employees and their family members/dependents. The EAP provides confidential access to professional counseling services for help with personal concerns that may impact job performance. These concerns may include, but are not limited to, health, marital, family, financial, legal, emotional, alcohol abuse, and drug use. The EAP can help assess the problem, offer guidance, and provide a referral to quality care.

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

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

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

### **7.5 Employer-Sponsored Disability Benefits**

THE VILLAGE AT COPPER offers the following employer-sponsored disability insurance benefits to employees when they miss work due to non-work-related disabilities.

#### Eligibility

All regular/full-time employees employed for at least 30 days are eligible for employer-sponsored Short-Term Disability insurance benefits.

#### Short-Term Disability Insurance

Short-Term Disability insurance generally pays a weekly benefit if you cannot work because of a covered illness or injury. The benefit replaces a portion of your weekly income, providing funds directly to you to help pay your bills and living expenses. Check your plan documents for details about benefit payments and duration.

#### Additional Information

The terms and conditions for the disability insurance program are outlined in the Summary of Plan Benefits. Contact Abigail Tietjen for a copy of the plan provisions, required forms, and additional information about these benefits.

## **7.6 Exempt Personnel**

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

## **7.7 Health Insurance**

THE VILLAGE AT COPPER offers group health insurance benefits to all eligible full-time employees who have completed (30) days of employment and their eligible dependents. Health plan benefits are described in detail in the Summary Plan Description (SPD), which may be obtained from Abigail Tietjen.

Your group health benefits are paid in part by the Company. The remainder of the costs are paid by you through deductions from your paycheck.

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

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

## **7.8 Holidays**

Our company normally observes the following holidays during the year:

Martin Luther King, Jr. Day  
Groundhog Day  
Easter Sunday or Spring Holiday  
Memorial Day  
Independence Day  
Thanksgiving Day  
Christmas or Hanukkah (1 day paid)

If your religious belief does not recognize any of the above please contact your manager in advance to arrange for an equivalent holiday/day off.

Full-time year-round and Full-time seasonal employees are eligible for paid holidays immediately upon hire.

Due to the nature of the business, you may be required to work on one or more of the above days. If that occurs, you will be able to float the holiday for another day of your choice if approved in advance by your supervisor.

Exempt employees will receive holiday pay in compliance with state and federal wage and hour laws.

Non-exempt employees must work their scheduled work day before and after the holiday in order to be paid for the holiday, unless they are absent with prior permission from their manager.

## **7.9 Life Insurance**

THE VILLAGE AT COPPER provides life insurance to all regular full-time employees who have completed 30 days of employment with the Company. You will be required to notify the benefits administrator of your intended beneficiary. Refer to the Summary Plan Description (SPD) for details about the benefit.

## 7.10 Nonexempt Personnel

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

## 7.11 Personal Leave of Absence

THE VILLAGE AT COPPER recognizes that you may need time off from work in special circumstances that other leave policies may not address. In such cases, you may request a personal leave of absence.

### Eligibility

Under special circumstances, full-time, year-round employees are eligible to apply for an unpaid personal leave of absence.

### Requesting Leave

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

Job performance, absenteeism, and departmental requirements will be taken into consideration before a request is approved. Requests for unpaid personal leave may be denied or granted for any reason and are within the sole discretion of the Company. The granting of this type of leave is normally for compelling reasons and is dependent upon the written approval of the Executive Director.

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

Sick leave, PTO, vacation time, seniority, or other benefits will not accrue during an unpaid personal leave of absence. Holidays that occur during an unpaid personal leave of absence will not be paid.

If you are granted a personal leave of absence, reinstatement to your position or any position is not guaranteed.

### Benefits While on Leave

We may provide your Company-provided [health] benefits will be continued at the same level and under the same conditions as prior to the leave. You are responsible for payment of your portion of the insurance premium while on personal leave.

If you fail to pay your premium payment in a timely manner, the Company will provide you with information about your rights under COBRA and/or applicable state continuation coverage policies.

### Extension of Leave

You are required to return from unpaid personal leave on the originally scheduled return date. If you are unable to return, you must request an extension of the leave in writing at least 15 days in advance of the return date. Leave extensions will be considered on a case-by-case basis. If the Company denies the extension request, you must return to work on the originally scheduled return date or be considered to have voluntarily resigned from your employment.

### Return to Work

In advance of your scheduled return date, your Supervisor will arrange for you to resume your previous position, if available. However, the Company's need to fill a position may override the ability to hold a position open until your return. Therefore, we cannot assure our ability to reinstate you to any position after

your leave. The Company retains the discretion to determine the similarity of any available positions and your qualifications. If we are unable to reinstate you or you refuse the offer of reinstatement to a different position, your leave status will be changed to a voluntary termination.

#### Failure to Return from Leave

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

#### Alternative Employment

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

### **7.12 Regular Full-Time Personnel**

Regular/Year-round full-time employees are those who have completed their introductory period and are regularly scheduled to work more than 30 hours per week. Unless stated otherwise or specifically permitted by law, all the benefits provided to employees at THE VILLAGE AT COPPER are for regular full-time employees only. This includes vacation, holiday pay, health insurance, and other benefits coverage.

### **7.13 Regular Part-Time Personnel**

All employees who work fewer than 30 hours per week are considered part time. Part-time employees are not eligible for THE VILLAGE AT COPPER benefits unless specified otherwise in this handbook, in the benefit plan summaries, or specifically permitted by law.

### **7.14 Sick Pay**

THE VILLAGE AT COPPER allows its regular full-time employees who have completed their introductory period 40 hours of sick time per calendar year. Notify your Supervisor as far in advance as possible if you are going to take sick time off. There may be occasions, such as sudden illness, when you cannot notify your Supervisor in advance. In those situations, provide notification of your circumstances as soon as possible. You may also be requested to provide a certificate of illness to your Supervisor.

You may use sick leave benefits for dental or doctor visits or to care for immediate family members who are sick. There may also be state mandated use of sick time.

Accrued, unused sick leave may be carried forward to the next year for a maximum of 80 hours. Any sick time that is not used within those days will be forfeited.

Employees are not paid for earned but unused sick days upon termination.

You may be required to use available sick leave during family and medical leave, disability leave, or other leave.

### **7.15 Unemployment Compensation Insurance**

Unemployment compensation insurance is paid for by THE VILLAGE AT COPPER and provides temporary income for employees who have lost their job under certain circumstances. Your eligibility for unemployment compensation will, in part, be determined by the reasons for your separation from the Company.

## **7.16 Vacation**

Full-time, year-round employees are eligible for paid vacation time.

Vacation is calculated according to the common anniversary date as follows:

You will begin to earn 1 day of vacation each month, up to a maximum of 12 days of vacation annually. This accrual will start the first day of work but will not be available until the employees first anniversary date, unless agreed to otherwise by their supervisor.

After 5 full anniversary years, you earn 1.5 days of vacation each month, up to a maximum of 18 days of vacation annually.

After 10 full anniversary years, you earn 1.75 days of vacation each month, up to a maximum of 21 days of vacation annually.

Submit vacation requests in writing as far in advance as possible to your direct manager. When possible, vacation requests are granted, taking into account operating requirements. Length of employment may determine priority in scheduling vacation times.

After the first year, a maximum of 7 days of unused vacation may be carried over to the next year if approved by your supervisor.

Upon termination, eligible employees will be paid for accrued but unused vacation.

## **7.17 Vision Care Insurance**

All regular full-time employees who have completed 30 days of employment at THE VILLAGE AT COPPER are eligible for the Company vision care plan. Vision care plan benefits are described in detail in the Summary Plan Description (SPD).

## **7.18 Workers' Compensation Insurance**

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

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

## **7.19 COBRA**

The Consolidated Omnibus Budget Reconciliation Act (COBRA) provides the opportunity for eligible THE VILLAGE AT COPPER employees and their beneficiaries to continue health insurance coverage under the Company health plan when a "qualifying event" could result in the loss of eligibility. Qualifying events include resignation, termination of employment, death of an employee, reduction in hours, a leave of absence, divorce or legal separation, entitlement to Medicare, or where a dependent child no longer meets eligibility requirements.

Contact Human Resources to learn more about your COBRA rights.

## **7.20 Military Leave (USERRA)**

THE VILLAGE AT COPPER complies with applicable federal and state law regarding military leave and re-employment rights. Unpaid military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA; with amendments) and all applicable state law. You must submit documentation of the need for leave to

Human Resources. When returning from military leave of absence, you will be reinstated to your previous position or a similar position, in accordance with state and federal law. You must notify your Supervisor of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits, and reinstatement upon return from military leave, contact Human Resources.

## **8.0 Safety and Loss Prevention**

### **8.1 Drug and Alcohol Policy**

THE VILLAGE AT COPPER is committed to providing a safe, healthy, and productive work environment. Consistent with this commitment, it is the intent of the Company to maintain a drug and alcohol-free workplace. Being under the influence of alcohol, illegal drugs (as classified under federal, state, or local laws), or other impairing substances while on the job may pose a serious health and safety risk to others, and will not be tolerated.

#### Prohibited Conduct

The Company expressly prohibits employees from engaging in the following activities when they are on duty or conducting Company business or on Company premises (whether or not they are working):

- The use, abuse, or being under the influence of alcohol, illegal drugs, or other impairing substances.
- The possession, sale, purchase, transfer, or transit of any illegal or unauthorized drug, including prescription medication that is not prescribed to the individual, or drug-related paraphernalia.
- The illegal use or abuse of prescription drugs.

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

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

#### Violations

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

### **8.2 General Safety**

It is the responsibility of all THE VILLAGE AT COPPER employees to maintain a healthy and safe work environment, report any health or safety hazards, and follow the Company health and safety rules. Failure to do so may result in disciplinary action, up to and including termination of employment. The Company also requires that all occupational illnesses or injuries be reported to your Supervisor as soon as reasonably possible and that an occupational illness or injury form be completed on each reported incident.

### **8.3 Workplace Violence**

As the safety and security of our employees, vendors, contractors, and the general public is in the best interests of THE VILLAGE AT COPPER, we are committed to working with our employees to provide a work environment free from violence, intimidation, and other disruptive behavior.

### Zero Tolerance Policy

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

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

### Prohibited Conduct

Prohibited conduct includes, but is not limited to:

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

### Reporting Incidents of Violence

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

### Violations

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

### Retaliation

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

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

If you believe you have been wrongfully retaliated against, immediately report the matter to Human Resources.

## **9.0 Trade Secrets and Inventions**

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

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

If you have information that leads you to suspect that employees are sharing such information in violation of



this policy and/or competitors are obtaining such information, you are required to inform your Supervisor or Human Resources.

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

## **9.2 Inventions**

Any invention created, in whole or in part, during your work hours, or from the use of equipment or facilities belonging to THE VILLAGE AT COPPER, is a "work for hire" and is the property of the Company.

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

## **10.0 Customer Relations**

### **10.1 Customer, Client, and Visitor Relations**

THE VILLAGE AT COPPER strives to provide the best products and services possible to our customers and clients. Our customers and clients support this business and generate your wages. You are expected to treat every customer, client, or visitor with the utmost respect and courtesy during your working time. You should never argue or act in a disrespectful manner towards a visitor or customer during your working time. If you are having problems with a customer, client, or visitor, notify your Supervisor immediately. If a customer, client, or visitor voices a suggestion, complaint, or concern regarding our products or services, inform your Supervisor or a member of management. Lastly, make every effort to be prompt in following up on customer, client, or visitor orders or questions. Positive customer, client, and visitor relations will go a long way to establishing our Company as a leader in its field.

# Colorado Policies

## Hiring and Orientation Policies

### Disability Accommodation

THE VILLAGE AT COPPER complies with the Americans with Disabilities Act (ADA), the Colorado Anti-Discrimination Act (as amended by the Pregnant Workers Fairness Act), and all applicable state and local fair employment practices laws, and is committed to providing equal employment opportunities to qualified individuals with disabilities (including pregnancy-related disabilities and health conditions related to pregnancy or the physical recovery from childbirth). Consistent with this commitment, the Company will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

If you require an accommodation because of your disability, it is your responsibility to notify your Supervisor. You may be asked to include relevant information such as:

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

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

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

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

The Company will not discriminate or retaliate against employees for requesting an accommodation.

### EEO Statement and Nonharassment Policy

#### Equal Opportunity Statement

THE VILLAGE AT COPPER is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age (40 or older), sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related conditions), race (including hair texture, hair type, or a protective hairstyle commonly or historically associated with race, such as braids, locs, twists, tight coils or curls, cornrows, Bantu knots, Afros, and headwraps), national origin, disability, creed, religion, genetic information, ancestry, military or veteran status, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

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

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

### Policy Against Workplace Harassment

THE VILLAGE AT COPPER has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age (40 or older), sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related conditions), race (including hair texture, hair type, or a protective hairstyle commonly or historically associated with race, such as braids, locs, twists, tight coils or curls, cornrows, Bantu knots, Afros, and headwraps), national origin, disability, creed, religion, genetic information, ancestry, military or veteran status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

### Sexual Harassment

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

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

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

### Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion towards an individual because of the individual's age (40 or older), sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related conditions), race (including hair texture, hair type, or a protective hairstyle commonly or historically associated with race, such as braids, locs, twists, tight coils or curls, cornrows, Bantu knots, Afros, and headwraps), national origin, disability, creed, religion, genetic information, ancestry, military or veteran status, or any other status protected by federal, state, or local laws.

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

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

### Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify Abigail Tietjen, HR Manager at [atietjen@copper-ra.com](mailto:atietjen@copper-ra.com) or any member of management.

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

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

### **Religious Accommodation**

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

If you require a religious accommodation, speak with your Supervisor.

### **Wage and Hour Policies**

#### **Accommodations for Nursing Mothers**

THE VILLAGE AT COPPER will provide nursing mothers reasonable unpaid break time to express milk for their infant child(ren) for up to two years following the child's birth.

If you are nursing, the Company will make reasonable efforts to provide you a private room or other location in close proximity to the work area, other than a restroom, to express milk. The room will be clearly designated and either have a lock or a sign on the door to indicate when the room is in use.

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

The break time must, if possible, run concurrently with any break time already provided. You are encouraged to discuss the length and frequency of these breaks with your Supervisor.

# Colorado Overtime & Minimum Pay Standards (COMPS) Order #37

DEPARTMENT OF LABOR AND EMPLOYMENT

Division of Labor Standards and Statistics

COLORADO OVERTIME AND MINIMUM PAY STANDARDS ORDER (COMPS ORDER) #37

7 CCR 1103-1

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As proposed on September 30, 2020, to replace prior COMPS Order versions upon adoption.

## Rule 1. Authority and Definitions.

1.1 Authority and relation to prior orders. Colorado Overtime and Minimum Pay Standards Order (COMPS Order) #37 replaces COMPS Order #36 (2020) and prior orders, except that the provisions of prior orders still govern as to events occurring while they were in effect. The COMPS Order is issued under the authority of, and as enforcement of, Colorado Revised Statutes (CRS) Title 8, Articles 1, 4, 6, 12, and 13.3 (2021), and is intended to be consistent with the requirements of the State Administrative Procedures Act, CRS § 24-4-101, et seq. See Appendix A for citations. The effective date of COMPS Order # 37 is January 1, 2021.

1.2 Incorporation by reference. 20 CFR §§ 655.210, 655.1304; 29 CFR Part 541 Subpart G; Colo. Const. art. XVIII, § 15 (2021); Title 8, Articles 1, 4, 6, and 13.3 of the Colorado Revised Statutes (2021); 7 CCR 1103-7 (2021); and 7 CCR 1103-8 (2021) are hereby incorporated by reference into this rule. Earlier versions of such laws and rules may apply to events that occurred in prior years. Such incorporation excludes later amendments to or editions of the constitution, statutes, and rules; all cited laws are incorporated in the forms that are in effect as of the effective date of this COMPS Order. All sources cited or incorporated by reference are available for public inspection at the Colorado Department of Labor and Employment, Division of Labor Standards & Statistics, 633 17th Street, Denver CO 80202. Copies may be obtained from the Division of Labor Standards & Statistics at a reasonable charge. They can be accessed electronically from the website of the Colorado Secretary of State. Pursuant to CRS § 24-4-103(12.5)(b), the agency shall provide certified copies of them at cost upon request or shall provide the requestor with information on how to obtain a certified copy of the material incorporated by reference from the agency originally issuing them. Where these Rules have provisions different from or contrary to any incorporated or referenced material, the provisions of these Rules govern.

1.3 "Director" means the Director of the Division of Labor Standards and Statistics.

1.4 "Division" means the Division of Labor Standards and Statistics in the Colorado Department of Labor and Employment.

1.5 "Employee" has the following definitions:

(A) under the Colorado Wage Act (CWA), the definition in CRS § 8-4-101(5), ("Employee' means any person, including a migratory laborer, performing labor or services for the benefit of an employer. For the purpose of this article 4, relevant factors in determining whether a person is an employee include the degree of control the employer may or does exercise over the person and the degree to which the person performs work that is the primary work of the employer; except that an individual primarily free from control and direction in the performance of the service, both under his or her contract for the performance of service and in fact, and who is customarily engaged in an independent trade, occupation, profession, or business related to the service performed is not an 'employee.'"); and

(B) under the Healthy Families and Workplaces Act (HFWA), the definition in CRS § 8-13.3-402(4) ("Employee' has the meaning set forth in § 8-4-101(5). 'Employee' does not include an "employee" as defined in 45 U.S.C. § 351(d) who is subject to the federal Railroad Unemployment Insurance Act, 45 U.S.C. § 351 et seq.").

1.6 "Employer" has the following definitions:

(A) under CWA, the definition in CRS § 8-4-101(6) ("Employer" has the same meaning as set forth in the federal Fair Labor Standards Act (FLSA), 29 U.S.C. § 203 (d), and includes a foreign labor contractor and a migratory field labor contractor or crew leader; except that the provisions of this article 4 do not apply to the state or its agencies or entities, counties, cities and counties, municipal corporations, quasi-municipal corporations, school districts, and irrigation, reservoir, or drainage conservation companies or districts organized and existing under the laws of Colorado."); and

(B) under HFWA, the definition in CRS § 8-13.3-402(5) ("Employer" has the meaning set forth in § 8-4-101(6); except that the term includes the state and its agencies or entities, counties, cities and counties, municipalities, school districts, and any political subdivisions of the state. . . [but] does not include the federal government.").

1.7 "Minor," for purposes of wage provisions specific to minors, means a person under 18 years of age, but not one who has received a high school diploma or a passing score on the general educational development examination. "Emancipated minor" means any individual less than 18 years of age who meets the definition provided by CRS § 8-6-108.5.

1.8 "Regular rate of pay" means the hourly rate actually paid to employees for a standard, non-overtime workweek. Employers need not pay employees on an hourly basis. If pay is on a piece-rate, salary, commission, or other non-hourly basis, any overtime compensation is based on an hourly regular rate calculated from the employee's pay.

1.8.1 Pay included in regular rate. The regular rate includes all compensation paid to an employee, including set hourly rates, shift differentials, minimum wage tip credits, non-discretionary bonuses, production bonuses, and commissions used for calculating hourly overtime rates for non-exempt employees. Business expenses, bona fide gifts, discretionary bonuses, employer investment contributions, vacation pay, holiday pay, sick leave, jury duty, or other pay for non-work hours may be excluded from regular rates.

1.8.2 Regular rate for employees paid a weekly salary or other non-hourly basis.

(A) A weekly salary or other non-hourly pay may be paid as straight time pay for all work hours, and the regular rate each workweek will be the total paid divided by hours worked, if the parties have a clear mutual understanding that the salary is:

- (1) compensation (apart from any overtime premium) for all hours each workweek;
- (2) at least the applicable minimum wage for all hours in workweeks with the greatest hours;
- (3) supplemented by extra pay for all overtime hours (in addition to the salary that covers the regular rate) of an extra  $\frac{1}{2}$  of the regular rate; and
- (4) paid for whatever hours the employee works in a workweek.

(B) Where the requirements of (1)-(4) are not carried out, there is not the required "clear mutual understanding" that the non-hourly pay provides the regular rate for all hours with extra pay added for overtime hours. Absent such an understanding, the hourly regular rate is the applicable weekly pay divided by 40, the number of hours presumed to be in a workweek for an employee paid no overtime premium.

1.9 "Time worked" means time during which an employee is performing labor or services for the benefit of an employer, including all time s/he is suffered or permitted to work, whether or not required to do so.

1.9.1 Requiring or permitting employees to be on the employer's premises, on duty, or at a prescribed workplace (but not merely permitting an employee completely relieved from duty to arrive or remain on-premises) — including but not limited to, if such tasks take over one minute, putting on or removing required work clothes or gear (but not a uniform worn outside work as well), receiving or sharing work-related information, security or safety screening, remaining at the place of employment awaiting a decision

on job assignment or when to begin work, performing clean-up or other duties "off the clock," clocking or checking in or out, or waiting for any of the preceding — shall be considered time worked that must be compensated.

1.9.2 "Travel time" means time spent on travel for the benefit of an employer, excluding normal home to work travel, and shall be considered time worked. At the start or end of the workday, travel to or from a work station, entirely within the employer's premises and/or with employer-provided transportation, shall not be considered time worked, except that such travel is compensable if it is:

(A) time worked under Rule 1.9 – 1.9.1;

(B) after compensable time starts or before compensable time ends under Rule 1.9 – 1.9.1; or

(C) travel in employer-mandated transportation (1) that materially prolongs commute time or (2) in which employees are subjected to heightened physical risk compared to an ordinary commute.

1.9.3 "Sleep time" means time an employee may sleep, which is compensable as follows. Where an employee's shift is 24 hours or longer, up to 8 hours of sleeping time may be excluded from overtime compensation, if:

(A) an express agreement excluding sleeping time exists;

(B) adequate sleeping facilities for an uninterrupted night's sleep are provided;

(C) at least 5 hours of sleep are possible during the scheduled sleep period; and

(D) interruptions to perform duties are considered time worked.

When an employee's shift is less than 24 hours, periods when s/he is permitted to sleep are compensable work time, as long as s/he is on duty and must work when required. Only actual sleep time may be excluded, up to a maximum of 8 hours per workday. When work-related interruptions prevent 5 hours of sleep, the employee shall be compensated for the entire workday.

1.10 "Tipped employee" means any employee engaged in an occupation in which s/he customarily and regularly receives more than \$30 per month in tips. Tips include amounts designated as a tip by credit card customers on their charge slips. Nothing in this rule prevents an employer from requiring employees to share or allocate such tips or gratuities on a pre-established basis among other employees who customarily and regularly receive tips. Employer-required sharing of tips with employees who do not customarily and regularly receive tips, such as management or food preparers, or deduction of credit card processing fees from tipped employees, shall nullify allowable tip credits towards the minimum wage.

1.11 "Wages" or "compensation" has the meaning provided by CRS § 8-4-101(14) and includes paid sick leave under the Healthy Families and Workplaces Act, CRS § 8-13.3-402(8)(b).

1.12 "Workday" means any consecutive 24-hour period starting with the same hour each day and the same hour as the beginning of the workweek. The workday is set by the employer and may accommodate flexible shift scheduling.

1.13 "Workweek" means any consecutive set period of 168 hours (7 days) starting with the same calendar day and hour each week.

## Rule 2. Coverage and Exemptions.

2.1 Scope of coverage. The COMPS Order regulates wages, hours, working conditions, and procedures for all employers and employees for work performed within Colorado, with the exceptions and exemptions contained within Rule 2.

2.2 Exemption from all except Rules 1, 2, and 8. The following are exempt from the COMPS Order except Rules 1 (Authority and Definitions), 2 (Coverage and Exemptions), and 8 (Administration and Interpretation).

2.2.1 Administrative employees. This exemption covers a salaried employee, paid at least the applicable salary in Rule 2.5, who directly serves an executive, and regularly performs duties important to the decision-making process of that executive. The executive and employee must regularly exercise

independent judgment and discretion in matters of significance, with a primary duty that is non-manual in nature and directly related to management policies or general business operations.

2.2.2 Executives or supervisors. This exemption covers a salaried employee, paid at least the applicable salary in Rule 2.5, who supervises the work of at least two full-time employees and has the authority to hire and fire, or to effectively recommend such action. The employee must spend a minimum of 50% of the workweek in duties directly related to supervision.

2.2.3 Professional employees. This exemption covers a salaried employee, paid at least the applicable salary in Rule 2.5, employed in a field of endeavor whose primary duty is work that requires (A) the consistent exercise of discretion and judgment, as distinguished from routine work that is mental, manual, mechanical or physical, and (B) either (1) knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study, or (2) invention, imagination, originality or talent in a recognized field or artistic or creative endeavor as opposed to routine mental, manual, mechanical or physical work, or work that primarily depends on intelligence, diligence and accuracy. The professional employee must be employed in the field in which s/he was trained.

2.2.4 Outside salespersons. This exemption covers an employee working primarily away from the employer's place of business or enterprise for the purpose of making sales or obtaining orders or contracts for any commodities, articles, goods, real estate, wares, merchandise, or services. The employee must spend a minimum of 80% of the workweek in activities directly related to his or her own outside sales.

2.2.5 Owners or proprietors. This exemption covers a full-time employee actively engaged in management of the employer who either:

(A) owns at least a bona fide 20% equity interest in the employer; or

(B) for a non-profit employer, is the highest-ranked and highest-paid employee, and is paid at least the salary threshold in Rule 2.5.

2.2.6 Interstate transportation workers and taxi cab drivers. This exemption covers:

(A) an employee who is a driver, a driver's helper, or a loader or mechanic of a motor carrier, if the employee crosses state lines in the course of his or her work; and

(B) taxi cab drivers employed by a taxi service provider licensed by a state or local government.

2.2.7 In-residence workers. This exemption covers the below-listed in-residence employees.

(A) Casual babysitters employed in private residences directly by households, or directly by family members of the individual(s) receiving care from the babysitter.

(B) Property managers residing on-premises at the property they manage.

(C) Student residence workers working in premises where they reside for sororities, fraternities, college clubs, or dormitories.

(D) Laundry workers who (a) are inmates, patients, or residents of charitable institutions, and (b) perform laundry services, (c) in institutions where they reside.

(E) Range workers in jobs related to herding or production of livestock on the range who occupy employer-provided housing as part of their employment and are provided without cost or deduction any housing, food, transport, and equipment required for H2-A visa range workers by federal regulations (20 CFR §§ 655.210, 655.1304).

(F) Field staff of seasonal camps or seasonal outdoor education programs who primarily provide supervision or education of minors, or education of adults; are required to reside on-premises; are provided adequate lodging and all meals free of charge and without deduction from wages; and as of January 1,



2021, are paid the amount required by subpart (1) below (with no minimum pay required before January 1, 2021).

(1) Rule 2.2.7(F) exemption requires that field staff be paid either (a) the applicable Colorado minimum wage for all hours worked, or (b) a salary (i) equivalent to at least 42 hours per week at 90% of the Colorado minimum wage (with the 15% reduction that Rule 3.3 permits for unemancipated minors), (ii) reduced 25% for non-profit employers with annual total gross revenue of \$25 million or less, and (iii) reduced \$100 per week for lodging and meals, as illustrated below:

<b>Type of Employee &amp; Employer</b>	<b>Non-Profit Employer, \$25 Million or Less</b>	<b>All Other Employers</b>
Adult	\$236.34 per week	\$365.70 per week
Minor	\$158.72 per week	\$288.08 per week

(2) "Seasonal" in Rule 2.2.7(F) means a camp or program that either (a) does not operate for more than seven months in a year, or (b) during the preceding calendar year had average receipts for any six months of not more than one-third ( $\frac{1}{3}$ ) of its average receipts for the other six months.

(G) The Rule 4.1.1(B)-(C) daily (12-hour) overtime rule does not apply in COMPS #37 (2021) to companions designated as direct support professionals/direct care workers who are scheduled for, and work, shifts of at least 24 hours providing residential or respite services and who are employed by service providers and agencies that receive at least 75% of their total revenue from Medicaid or other governmental sources, and who provide services within Medicaid home- and community-based service waivers.

2.2.8 Bona fide volunteers and work-study students. This exemption covers those who need not be compensated under the federal FLSA (29 U.S.C. §§ 201 et seq.) as either: (A) enrolled students receiving credit for an unpaid work-study program or internship; or (B) bona fide volunteers for non-profit organizations.

2.2.9 Elected officials and their staff. This exemption covers individuals elected to public office and members of their staff.

2.2.10 Employees in highly technical computer-related occupations. This exemption covers an employee paid a salary, or hourly compensation, in accord with Rule 2.5, who:

(A) is a skilled worker employed as a computer systems analyst, computer programmer, software engineer, or other similarly highly technical computer employee;

(B) who has knowledge of an advanced type, customarily acquired by a prolonged course of specialized formal or informal study; and

(C) spends a minimum of 50% of the workweek in any combination of the following duties —

(1) the application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software, or system functional specifications,

(2) the design, development, documentation, analysis, creation, testing, or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications, or

(3) the design, documentation, testing, creation, or modification of computer programs related to machine operating systems.

2.3 Agriculture.

2.3.1 Workers in jobs in agriculture are exempt from Rule 3 (Minimum Wage), Rule 4 (Overtime), and Rule 5.1 (Meal Periods) if they are not covered by, or are exempt from, the minimum wage provisions of the federal FLSA (29 U.S.C. §§ 201 et seq.). Other jobs in agriculture are exempt from Rule 4 (Overtime) and

Rule 5.1 (Meal Periods). In workdays requiring multiple rest periods under Rule 5.2, rest periods need not total exactly 10 minutes in each 4-hour period, as long as an employee:

(A) receives rest periods that average, over the workday, at least 10 minutes per 4 hours worked; and

(B) receives at least 5 minutes of rest in every 4 hours worked.

2.3.2 The Rule 2.3.1 exemption does not apply if an employer draws at least 50% of its annual dollar volume of business from sales to the consuming public (rather than for resale) of any services, commodities, articles, goods, wares, or merchandise.<sup>1</sup>

<sup>1</sup> Prior Orders for decades have covered any such employer, in any industry. E.g., Order #35, Rule 2(A) (covering any employer "that sells or offers for sale, any service, commodity, article, good, ... wares, or merchandise to the consuming public" and draws "50% or more of its annual dollar volume ... from such sales," rather than from sales to other businesses "for resale.")

2.3.3 "Jobs in agriculture" means jobs with work primarily within the same definition of "agriculture" as under 29 U.S.C. § 203(f) of the federal FLSA: "farming in all its branches and among other things includes the cultivation and tillage of the soil, dairying, the production, cultivation, growing, and harvesting of any agricultural or horticultural commodities (including ... agricultural commodities ...), the raising of livestock, bees, fur-bearing animals, or poultry, and any practices (including any forestry or lumbering operations) performed by a farmer or on a farm as an incident to or in conjunction with such farming operations, including preparation for market, delivery to storage or to market or to carriers for transportation to market." "Jobs in agriculture" also includes temporary employees employed directly by the Western Stock Show Association for the annual National Western Stock Show, who are exempt from all provisions of the COMPS Order.

2.4 Exemptions from Overtime Requirements of the COMPS Order. The following employees are exempt from Rule 4 (Overtime) unless otherwise specified.

2.4.1 Certain Salespersons and Mechanics. Salespersons, parts-persons, and mechanics employed by automobile, truck, or farm implement (retail) dealers; and salespersons employed by trailer, aircraft, and boat (retail) dealers are exempt from Rule 4 (Overtime).

2.4.2 Commission Sales. Sales employees of retail or service industries paid on a commission basis, provided that at least 50% of their total earnings in the pay period is derived from commission sales, and their regular rate of pay is at least one and one-half times the minimum wage, are exempt from Rule 4 (Overtime). This exemption is applicable for only employees of retail or service employers who receive over 75% of their annual dollar volume from retail or service sales.

2.4.3 Ski Industry. Employees of the ski industry performing duties directly related to ski area operations for downhill skiing or snowboarding, and those employees engaged in providing food and beverage services at on-mountain locations, are exempt from (within Rule 4) the 40-hour overtime requirement but not the requirement of overtime pay for over 12 hours that are consecutive or are within a workday. This partial overtime exemption does not apply to ski area employees performing duties related to lodging.

2.4.4 Medical Transportation. Employees of the medical transportation industry who work 24-hour shifts are exempt from the Rule 4.1.1(B)-(C) daily (12-hour) overtime rules if they receive the required Rule 4.1.1(A) weekly (40-hour) overtime pay.

2.4.5 Eight and Eighty Rule. A hospital or nursing home may seek an agreement with individual employees to pay overtime pursuant to the provisions of the federal FLSA "8 and 80 rule" whereby employees are paid time and one-half their regular rate of pay for any work performed in excess of 80 hours in a 14 consecutive day period and for any work in excess of 8 hours per day.

2.5 Salary Thresholds for Certain Exemptions.

2.5.1 For COMPS exemptions requiring a salary, the "Salary Requirement" rules of the federal FLSA in 29 CFR Part 541 Subpart G, apply, except that under the COMPS Order, the salary must be at least the level listed below and sufficient for the minimum wage for all hours in a workweek (with the exception of certain

professionals listed in Rule 2.5.2). As detailed below: The weekly salary from July 1, 2020, through December 31, 2020, shall be \$684 (\$35,568 per year<sup>2</sup>), then shall be \$778.85 for 2021, \$865.38 for 2022, \$961.54 for 2023, and \$1,057.69 for 2024, and then shall be indexed every January 1 by the same Consumer Price Index (CPI) as the Colorado minimum wage; except that the 2020 salary does not apply to the following two categories of employers, to whom the below salary schedule applies only as of January 1, 2021 — (A) non-profit employers with annual total gross revenue of under \$50 million, and (B) for-profit employers with annual total gross revenue of under \$1 million.

<sup>2</sup> Annual equivalents are based on 2080 hours over 52 weeks of 40 hours, as under the federal FLSA, and are rounded to the nearest dollar.

Date	Weekly Overtime-Exempt Salary (& Rounded Annual Equivalent)
July 1, 2020	\$684.00 per week (\$35,568 per year)
January 1, 2021	\$778.85 per week (\$40,500 per year)
January 1, 2022	\$865.38 per week (\$45,000 per year)
January 1, 2023	\$961.54 per week (\$50,000 per year)
January 1, 2024	\$1,057.69 per week (\$55,000 per year)
January 1, 2025	The 2024 salary adjusted by the same CPI as the Colorado Minimum Wage

For any employer that is not subject to the \$684 per week salary under this Rule 2.5.1 for all or part of 2020, the required salary is the equivalent of the Colorado \$12.00 minimum wage, less any applicable lawful credits, for all hours worked in a workweek.<sup>3</sup>

<sup>3</sup> This salary requirement of minimum wage for all hours work applied under Minimum Wage Order #35 (2019) and prior Minimum Wage Orders.

2.5.2 Exemption for Certain Professionals Exempt from the Salary Requirement under Federal Wage Law. The Rule 2.5.1 salaries do not apply to the following professionals who are exempt from the requirement of a salary under federal wage law.

(A) Doctors, lawyers, and teachers who qualify as exempt Rule 2.2.3 professional employees need not receive any particular salary or hourly pay to be exempt.

(B) Employees in highly technical computer-related occupations, as defined by Rule 2.2.10, must receive at least the lesser of (1) the applicable salary in Rule 2.5.1, or (2) hourly pay that is at least \$28.38 in 2021, adjusted annually by CPI thereafter.

### Rule 3. Minimum Wages.

3.1 Statewide Minimum Wage. Effective January 1, 2021, under the minimum wage requirements of Article XVIII, § 15, of the Colorado Constitution, all employees (with the exceptions detailed in Rule 3.3), whether employed on an hourly, piecework, commission, time, task, or other basis, shall be paid not less than \$12.32 per hour, less any applicable lawful credits or exceptions noted, for all hours worked, if the employee is covered by either:

(A) Rule 2 (Coverage and Exemptions) of the COMPS Order; or

(B) the minimum wage provisions of the federal FLSA (29 U.S.C. §§ 201 et seq.).

3.2 Minimum and Overtime Wage Requirements of Other Applicable Jurisdictions. In addition to state wage requirements, federal or local laws or regulations may apply minimum, overtime, or other wage requirements to some or all Colorado employers and employees. If an employee is covered by multiple minimum or overtime wage requirements, the requirement providing a higher wage, or otherwise setting a higher standard, shall apply. The Division accepts state law complaints by employees who claim entitlement to a state, federal, or local minimum or overtime wages under the CRS § 8-4-101(14) definition that the "unpaid wages" recoverable in a state-law claim include "[a]ll amounts for labor or service performed by employees," as long as such amounts are "earned, vested, and determinable, at which time

such amount shall be payable to the employee pursuant to this article."

3.3 Reduced Minimum for Certain People with Disabilities and Minors. The minimum wage may be reduced by 15% for (a) non-emancipated minors and (b) persons certified by the Director to be less efficient in performance of their job duties due to a physical disability.

#### Rule 4. Overtime.

##### 4.1 Overtime Wages.

4.1.1 Employees shall be paid time and one-half of the regular rate of pay for any work in excess of any of the following, except as provided below:

(A) 40 hours per workweek;

(B) 12 hours per workday; or

(C) 12 consecutive hours without regard to the start and end time of the workday.

4.1.2 Whichever of the three calculations in Rule 4.1.1 results in the greater payment of wages shall apply in any particular situation.

4.1.3 Hours worked in two or more workweeks shall not be averaged for computing overtime.

4.1.4 Performance of work in two or more positions, at different pay rates, for the same employer, shall be computed at the overtime rate based on the regular rate of pay for the position in which the overtime occurs, or at a weighted average of the rates for each position, as provided in the federal FLSA.

4.1.5 In calculating when 12 consecutive hours are worked for purposes of the Rule 4.1.1 requirement of overtime after 12 hours, meal periods may be subtracted, but only if the meal periods comply with the Rule 5.1 requirements for meal periods.

4.2 Effect of Daily Overtime on Workday and Workweek. The requirement to pay overtime for work in excess of 12 consecutive hours will not alter the employee's established workday or workweek, as previously defined.

4.3 Overtime for Minors. Nothing in Rule 4 modifies the provisions on work hours for minors contained in CRS § 8-12-105.

#### Rule 5. Meal and Rest Periods.

5.1 Meal Periods. Employees shall be entitled to an uninterrupted and duty-free meal period of at least a 30-minute duration when the shift exceeds 5 consecutive hours. Such meal periods, to the extent practical, shall be at least one hour after the start, and one hour before the end, of the shift. Employees must be completely relieved of all duties and permitted to pursue personal activities for a period to qualify as non-work, uncompensated time. When the nature of the business activity or other circumstances make an uninterrupted meal period impractical, the employee shall be permitted to consume an on-duty meal while performing duties. Employees shall be permitted to fully consume a meal of choice on the job and be fully compensated for the on-duty meal period without any loss of time or compensation.

5.2 Rest Periods. Every employer shall authorize and permit a compensated 10-minute rest period for each 4 hours of work, or major fractions thereof, for all employees, as follows:

<b>Work Hours</b>	<b>Rest Periods Required</b>
2 or fewer	0
Over 2, and up to 6	1
Over 6, and up to 10	2
Over 10, and up to 14	3

Over 14, and up to 18	4
Over 18, and up to 22	5
Over 22	6

5.2.1 Rest periods shall be 10 minutes unless,

(A) on a given workday, or in a writing covering up to a one-year period that is signed by both parties, the employee and the employer agree, voluntarily and without coercion, to have two 5-minute breaks, as long as 5 minutes is sufficient, in the work setting, to allow the employee to go back and forth to a bathroom or other location where a bona fide break would be taken; or

(B) If the below conditions are met, rest periods need not be 10 minutes every 4 hours for any employees (i) governed by a collective bargaining agreement at any employer, or (ii) during time they are providing Medicaid-funded services for a service provider or agency receiving at least 75% of its annual total gross revenue from Medicaid or other governmental funds for providing such services within Medicaid home- and community-based services waivers, and the services provided require continuous supervision of the service recipient, or providing a rest period would interfere with ensuring the service recipient's health, safety, and welfare. Employees in category (i) or (ii) must receive:

(1) rest periods that average, over the workday, at least 10 minutes per 4 hours worked; and

(2) at least 5 minutes of rest in every 4 hours worked.

Such an agreement does not change an employee's right to pay for rest periods under Rule 5.2.4. Additionally, when (B)(ii) above applies: When direct support professionals or direct care workers serving individuals with disabilities spend time in community outings with those individuals with disabilities – as part of day programs, supported living services, or one-to-one respite or personal care – time in such outings does not require rest breaks or pay for rest breaks.

5.2.2 Rest periods, to the extent practical, shall be in the middle of each 4-hour work period. It is not necessary that the employee leave the premises for a rest period.

5.2.3 Required rest periods are time worked for the purposes of calculating minimum wage and overtime obligations.

5.2.4 When an employee is not authorized and permitted a required 10-minute rest period, his or her shift is effectively extended by 10 minutes without compensation. Because a rest period requires 10 minutes of pay without work being performed, work during a rest period is additional work for which additional pay is not provided. Therefore, a failure by an employer to authorize and permit a 10-minute compensated rest period is a failure to pay 10 minutes of wages at the employee's agreed-upon or legally required (whichever is higher) rate of pay. This Rule 5.2.4 applies equally to rest periods that Rule 5.2.1 permits to be of different durations.

Rule 6. Deductions, Credits, and Charges.

6.1 Tips or Gratuities. It shall be unlawful for an employer to assert a claim to, right of ownership in, or control over tips or gratuities intended for employees in violation of the Colorado Wage Act, including CRS § 8-4-103(6).

6.2 Credits Toward Minimum Wages. The only allowable credits an employer may take toward the minimum wage are those in Rules 6.2.1 - 6.2.3 below.

6.2.1 Lodging Credit. A lodging credit for housing furnished by the employer and used by the employee may be considered part of the minimum wage if it is:

(A) no greater than the smaller of (1) the reasonable and actual cost to the employer of providing the housing, (2) the fair market value of the housing, or (3) \$25 per week for a room (in a shared residence, dormitory, or hotel) or \$100 per week for a private residence (an apartment or a house);

(B) accepted voluntarily and without coercion, and primarily for the benefit or convenience of the employee, rather than of the employer; and

(C) recorded in a written agreement (electronic form is acceptable) that states the fact and amount of the credit (but need not be a lease).

6.2.2 Meal Credit. A meal credit, equal to the reasonable cost or fair market value of meals provided to the employee, may be used as part of the minimum hourly wage. No profits to the employer may be included in the reasonable cost or fair market value of such meals furnished. Employee acceptance of a meal must be voluntary and uncoerced.

6.2.3 Tip Credit. A tip credit no greater than \$3.02 per hour may be used to offset cash wages for employers of tipped employees. An employer must pay a cash wage of at least \$9.30 per hour if it claims a tip credit against its minimum hourly wage obligation; if an employee's tips combined with the cash wage of at least \$9.30 per hour do not equal the minimum hourly wage, the employer must make up the difference in cash wages.

### 6.3 Uniforms.

6.3.1 Where wearing a particular uniform or special apparel is a condition of employment, the employer shall pay the cost of purchases, maintenance, and cleaning of the uniforms or special apparel, with the following exceptions:

(A) if the uniform furnished by the employer is plain and washable, and does not need or require special care such as ironing, dry cleaning, pressing, etc., the employer need not maintain or pay for cleaning; and

(B) clothing that is ordinary, plain, and washable that is prescribed as a uniform need not be furnished by the employer unless a special color, make, pattern, logo, or material is required.

6.3.2 The cost of ordinary wear and tear of a uniform or special apparel shall not be deducted from an employee's wages.

## Rule 7. Employer Record-Keeping and Posting Requirements.

7.1 Employee Records. Every employer shall keep at the place of employment, or at the employer's principal place of business in Colorado, a true and accurate record for each employee which contains the following information:

(A) name, address, occupation, and date of hire of the employee;

(B) date of birth, if the employee is under 18 years of age;

(C) daily record of all hours worked;

(D) record of credits claimed and of tips; and

(E) regular rates of pay, gross wages earned, withholdings made, and net amounts paid each pay period.

7.2 Issuance of Earnings Statement. An itemized earnings statement of the information in Rule 7.1(D)-(E) and the total hours worked in the pay period, with the employee's and the employer's names, shall be provided to each employee each pay period.

7.3 Maintenance of Earnings Statement Information. An employer shall retain records reflecting the information contained in an employee's itemized earnings statement as described in this rule for at least 3 years after the wages or compensation were due, and for the duration of any pending wage claim pertaining to the employee. Each employer shall provide each employee access to the information in Rules 7.1(A) and (C) in any of the following forms it chooses:

(A) provide the information with the regular earnings statements;

(B) provide each employee with access to a functioning electronic portal that shows the information – but this method is permissible only if the employer knows an email address of the employee; or

(C) provide each employee the information for the entire calendar year by January 31st the following year and, in addition, provide the information to an employee upon a request that an employee may make once per year.

#### 7.4 Posting and Distribution Requirements.

7.4.1 Posting. Every employer subject to the COMPS Order must display a COMPS Order poster published by the Division in an area frequented by employees where it may be easily read during the workday. If the work site or other conditions make a physical posting impractical (including private residences employing only one worker, and certain entirely outdoor work sites lacking an indoor area), the employer shall provide a copy of the COMPS Order or poster to each employee within his or her first month of employment, and shall make it available to employees upon request. An employer that does not comply with the above requirements of this paragraph shall be ineligible for any employee-specific credits, deductions, or exemptions in the COMPS Order, but shall remain eligible for employer- or industry-wide exemptions, such as exempting an entire employer or industry from any overtime or meal/rest period requirements in Rules 4-5.

7.4.2 Distribution. Every employer publishing or distributing to employees any handbook, manual, or written or posted policies shall include a copy of the COMPS Order, or a COMPS Order poster published by the Division, with any such handbook, manual, or policies. Every employer that requires employees to sign any handbook, manual, or policy shall, at the same time or promptly thereafter, include a copy of the COMPS Order, or a COMPS Order poster published by the Division, and have the employee sign an acknowledgement of being provided the COMPS Order or the COMPS Order poster.

7.4.3 Translation. Employers with any employees with limited English language ability shall:

(A) use a Spanish-language version of the COMPS Order and poster published by the Division, if the employee(s) in question speak Spanish; or

(B) contact the Division to request that the Division, if possible, provide a version of the COMPS Order and poster in another language that any employee(s) need.

#### Rule 8. Administration and Interpretation.

##### 8.1 Recovery of Wages.

(A) Availability of court action or Division administrative complaint. An employee receiving less than the full wages or other compensation owed is entitled to recover in a civil action the unpaid balance of the full amount owed, together with reasonable attorney fees and court costs, notwithstanding any agreement to work for a lesser wage, pursuant to CRS §§ 8-4-121, 8-6-118. Alternatively, an employee may elect to pursue a complaint through the Division's administrative procedure as described in the Colorado Wage Act, CRS § 8-4-101, et seq.

(B) No minimum claim size. There is no minimum size of a wage claim, and thus no claim too minimal ("de minimis") for recovery, because Article 4 requires paying "[a]ll wages or compensation" (CRS § 8-4-103(1)(a)), and authorizes civil actions "to recover any amount of wages or compensation" (CRS § 8-4-110(1)) and Division complaints "for any violation" (CRS § 8-4-111(1)(a)).

8.2 Complaints. Any person may register with the Division a written complaint that alleges a violation of the COMPS Order within 2 years of the alleged violation(s), except that actions brought for a willful violation shall be commenced within 3 years.

8.3 Investigations. The Director or a designated agent shall investigate and take all proceedings necessary to enforce the payment of the minimum wage and other provisions of the COMPS Order, pursuant to these rules and CRS Title 8, Articles 1, 4, 6, and 13.3. Violations may be subject to the administrative procedure

as described in the Colorado Wage Act, CRS § 8-4-101, et seq.

8.4 Violations. It is theft under the Criminal Code (CRS § 18-4-401) if an employer or agent:

(A) willfully refuses to pay wages or compensation, or falsely denies the amount of a wage claim, or the validity thereof, or that the same is due, with intent to secure for himself, herself, or another person any discount upon such indebtedness or any underpayment of such indebtedness or with intent to annoy, harass, oppress, hinder, coerce, delay, or defraud the person to whom such indebtedness is due (CRS § 8-4-114); or

(B) intentionally pays or causes to be paid to any such employee a wage less than the minimum (CRS § 8-6-116).

8.5 Reprisals. Employers shall not threaten, coerce, or discriminate against any person for the purpose of reprisal, interference, or obstruction as to any actual or anticipated investigation, hearing, complaint, or other process or proceeding relating to a wage claim, right, or rule. Violators may be subject to penalties under CRS §§ 8-1-116, 8-1-140, 8-4-120, and/or 8-6-115.

8.6 Division and Dual Jurisdiction. The Division shall have jurisdiction over all questions arising with respect to the administration and interpretation of the COMPS Order. Whenever employers are subjected to Colorado law as well as federal and/or local law, the law providing greater protection or setting the higher standard shall apply. For information on federal law, contact the U.S. Department of Labor, Wage and Hour Division.

8.7 Construction.

(A) Liberal construction of COMPS, narrow construction of exceptions/ exemptions. Under the C.R.S. § 8-6-102 "Construction" provision ("Whenever this article or any part thereof is interpreted by any court, it shall be liberally construed by such court."), applicable to rules on "wages which are inadequate to supply the necessary cost of living" (§ 8-6-104), on "conditions of labor detrimental to [worker] health or morals" (§ 8-6-104), on "conditions of labor and hours of employment not detrimental to health or morals for workers" (§ 8-6-106), on "what are unreasonably long hours" (§ 8-6-106), on what requirements are "necessary to carry out the provisions of this article" (§ 8-6-108.5), and on minimum and overtime wages (§§ 8-6-109, -111, -116, -117): The provisions of the COMPS Order shall be liberally construed, with exceptions and exemptions accordingly narrowly construed.

(B) Subpart included in cross-references. Where any Division rule references another rule, the reference shall be deemed to include all subparts of the referenced rule.

(C) Minimum Wage Order references. References to the Colorado "Minimum Wage Order" shall be deemed to reference the COMPS Order, as the successor to the Colorado Minimum Wage Order.

8.8 Separability. The COMPS Order is intended to remain in effect to the maximum extent possible. If any part (including any section, sentence, clause, phrase, word, or number) is held invalid, (A) the remainder of the COMPS Order remains valid, and (B) if the provision is held not wholly invalid, but merely in need of narrowing, the provision should be retained in narrowed form.

Appendix A. Statutory Authority.

- CRS §§ 8-1-101 ("General order' means an order of the director applying generally throughout the state to all persons, employments, or places of employment under the jurisdiction of the division");
- 8-1-103 ("[P]owers, duties, and functions of the director ... , includ[e] ... promulgation of rules, rates, regulations, and standards, and the rendering of findings, orders, and adjudications");
- 8-1-107 ("[T]he director has the duty and the power to ... [a]dopt reasonable and proper rules and regulations relative to the exercise of his powers and proper rules and regulations to govern the proceedings of the division and to regulate the manner of investigations and hearings.");
- 8-1-108 ("[G]eneral orders shall be effective ... after they are adopted by the director and posted"; "All orders of the division shall be ... in force and prima facie reasonable and lawful until ... found otherwise.");



- 8-1-111 ("The director is vested with the power and jurisdiction to have such supervision of every employment and place of employment ... [to] determine the conditions under which the employees labor ... , to enforce all provisions of law relating thereto ... to administer all provisions of this article with respect to the relations between employer and employee and to do all other acts and things convenient and necessary to accomplish the purposes of this article.");
- 8-1-130 ("The director has full power to hear and determine all questions within his jurisdiction, and his findings, award, and order issued thereon shall be final agency action.");
- 8-4-111 ("It is the duty of the director ... to enforce generally the provisions of this article.");
- 8-6-102 ("Whenever this article or any part thereof is interpreted by any court, it shall be liberally construed.");
- 8-6-104 ("It is unlawful to employ workers in any occupation ... for wages which are inadequate to supply the necessary cost of living and to maintain the health of the workers .... It is unlawful to employ workers in any occupation ... under conditions of labor detrimental to their health or morals.");
- 8-6-105 ("It is the duty of the director to inquire into the wages paid to employees and into the conditions of labor ... in any occupation ... if the director has reason to believe ... conditions of labor are detrimental to the health or morals of said employees or that the wages paid to a substantial number of employees are inadequate to supply the necessary cost of living and to maintain such employees in health.");
- 8-6-106 ("The director shall determine the minimum wages sufficient for living wages ... ; standards of conditions of labor and hours ... not detrimental to health or morals for workers; and what are unreasonably long hours.");
- 8-6-108 ("[F]or the purpose of investigating any of the matters [s/]he is authorized to investigate by this article ... [t]he director has power to make reasonable and proper rules and procedure and to enforce said rules and procedure."");
- 8-6-109 ("If after investigation the director is of the opinion that the conditions of employment surrounding said employees are detrimental to the health or morals or that a substantial number of workers in any occupation are receiving wages ... inadequate to supply the necessary costs of living and to maintain the workers in health, the director shall proceed to establish minimum wage rates.");
- 8-6-111 ("Overtime, at a rate of one and one-half times the regular rate of pay, may be permitted by the director under conditions and rules and for increased minimum wages which the director, after investigation, determines and prescribes by order and which shall apply equally to all employers in such industry or occupation.");
- 8-6-116 ("The minimum wages fixed by the director, as provided in this article, shall be the minimum wages paid to the employees, and the payment ... of a wage less than the minimum ... is unlawful");
- 8-6-117 ("In every prosecution ... of this article, the minimum wage established by the director shall be prima facie presumed to be reasonable and lawful and the wage required to be paid. The findings of fact made by the director acting within prescribed powers, in the absence of fraud, shall be conclusive.");
- 8-12-115 ("The director shall enforce ... this article" and "shall promulgate rules and regulations more specifically defining the occupations and types of equipment permitted or prohibited by this article.");
- 8-13.3-403 ("The division shall promulgate rules regarding compensation and accrual of paid sick leave for employees employed and compensated on a fee-for-service basis.");
- 8-13.3-407 ("Determinations made by the division under this section [as to paid sick leave] are appealable pursuant to § 8-4-111.5 and rules promulgated by the department regarding appeals and strategic enforcement.");
- 8-13.3-408 ("Each employer shall notify its employees that they are entitled to paid sick leave, pursuant to rules promulgated by the division.");
- 8.13.3-410 ("The director may coordinate implementation and enforcement of this part and adopt rules as necessary for such purposes."); and
- the Administrative Procedure Act, CRS § 24-4-103.

## Meal and Rest Periods

THE VILLAGE AT COPPER strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your Supervisor regarding

procedures and schedules for rest and meal breaks. The Company requires employees to accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your Supervisor know; in addition, notify your Supervisor as soon as possible if you were unable to or prohibited from taking an uninterrupted meal or rest period.

In Colorado, employees are entitled to an uninterrupted and duty-free unpaid 30-minute meal period for all shifts exceeding five consecutive hours. If practical, these meal periods will be at least one hour after the start and one hour before the end of the shift. If this is not possible or is impractical, you will be permitted to consume an "on duty" meal while performing your work duties, and this meal period will be paid.

Additionally, you are entitled to a paid 10-minute rest period for each four hours of work, or major fraction thereof, as follows:

<b>Periods Required</b>	<b>Number of rest breaks</b>
2 or fewer	0
Over 2, and up to 6	1
Over 6, and up to 10	2
Over 10, and up to 14	3
Over 14, and up to 18	4
Over 18, and up to 22	5
Over 22	6

Rest periods must be in the middle of each four-hour work period, unless it is impractical. It is not necessary that you leave Company property for a rest period. Rest periods will be 10 minutes unless otherwise provided by applicable law.

Required rest periods are "time worked" for the purposes of calculating minimum wage and overtime obligations.

## **Overtime**

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

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

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for hours worked in excess of 40 hours in a workweek, 12 hours per workday, and 12 consecutive hours without regard to the starting and ending time of the workday (excluding duty free meal periods), whichever calculation results in the greater payment of wages. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

## **Pay Period**

At THE VILLAGE AT COPPER, the standard pay period is biweekly for all employees. Pay dates are Wednesday. If a pay period falls on a holiday, you will be paid on the preceding workday. Special provisions may be required from time to time if holidays fall on pay dates. Check with your Supervisor if this type of date arises.

Review your paycheck for accuracy. If you find an issue, report it to your Supervisor immediately.

## **Travel Time Pay**

Some nonexempt positions within THE VILLAGE AT COPPER require travel. The Company pays nonexempt employees for time spent on travel for the benefit of the Company, excluding normal home-to-work travel.

Further, at the start or end of the workday, travel to or from a work station, entirely within Company premises and/or with Company-provided transportation, will not be considered time worked unless:

- You are engaged in activities that render this time "time worked" as defined by the Colorado Overtime and Minimum Pay Standards Order. Examples of the activities that would render this time "time worked" include but are not limited to receiving or sharing work-related information or awaiting a work-related assignment;
- Any such travel occurs after compensable time starts or before compensable time ends; or
- The travel is in Company-mandated transportation that materially prolongs your commute time or which subjects you to a heightened physical risk compared to an ordinary commute.

## **Wage Disclosure Protection**

In accordance with Colorado law, THE VILLAGE AT COPPER will not:

- Discharge, discipline, discriminate or retaliate against, coerce, intimidate, threaten, or interfere with you or any other person because you inquired about, disclosed, compared, or otherwise discussed your wages;
- Require you to agree to a nondisclosure of your wages as a condition of your employment with the Company; or
- Require you to sign a waiver or other document that proposes to deny you the right to disclose your wage information.

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

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

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

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

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

### **Disciplinary Process**

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

In appropriate circumstances, management will first provide you with a verbal warning, then with one or more written warnings, and if the conduct is not sufficiently altered, eventual demotion, transfer, forced

leave, or termination of employment. Your Supervisor will make every effort possible to allow you to respond to any disciplinary action taken. Understand that while the Company is concerned with consistent enforcement of our policies, we are not obligated to follow any disciplinary or grievance procedure and that depending on the circumstances, you may be disciplined or terminated without any prior warning or procedure.

## General Policies

### Access to Personnel and Medical Records Files

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

Supervisors and others in management may have access to your personnel file for possible employment-related decisions. Upon request, you will be permitted, on at least an annual basis, to inspect and/or obtain a copy of your own personnel or medical records file. Inspection will occur at the Company office in the presence of a Company representative. You may be required to pay the reasonable cost of duplication of documents.

All requests by an outside party for information contained in your personnel file will be directed to the Human Resources which is the only department authorized to give out such information.

## Benefits

### Jury Duty Leave

THE VILLAGE AT COPPER encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your Supervisor as soon as possible to make scheduling arrangements.

If you are summoned for jury duty, you will be paid your regular wage (not to exceed \$50 per day unless mutually agreed to) for the first three days of juror service or any part thereof. For any additional days, time spent on jury duty will be unpaid. You may opt to use vacation in place of unpaid leave.

The Company reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

### Paid Public Health Emergency Leave

In addition to the paid sick leave provided under the Colorado Paid Sick Leave Policy, THE VILLAGE AT COPPER will provide you with paid public health emergency leave in 2021, in accordance with the Colorado Healthy Families and Workplaces Act, for a declared public health emergency. **Public health emergency** means:

- An act of bioterrorism, a pandemic influenza, or an epidemic caused by a novel and highly fatal infectious agent, for which 1) an emergency is declared by a federal, state, or local public health agency; or 2) a disaster emergency is declared by the governor; or
- A highly infectious illness or agent with epidemic or pandemic potential for which a disaster emergency is declared by the governor.

Public health emergency leave may be used for the following reasons:

1. To self-isolate due to either being diagnosed with, or having symptoms of, a communicable illness that is the cause of a public health emergency;
2. To seek diagnosis, treatment, or care (including preventive care) of such illness;
3. Exclusion from work by a government health official, or by your employer, due to your exposure to, or symptoms of, such illness;
4. Inability to work due to a health condition that may increase your susceptibility or risk of such illness; or
5. To care for a child or other family member who is in category 1, 2, or 3 above, or whose school, childcare provider, or other care provider is either unavailable, closed, or providing remote instruction due to the public health emergency.

Public health emergency leave will be provided, as needed, in addition to any paid sick leave that you have already accrued. If you normally work 40 or more hours in a week, you will be provided with enough public health emergency leave to ensure that you are able to take 80 hours of leave during a public health emergency. If you work fewer than 40 hours per week, you will be provided with enough public health emergency leave to ensure that you are able to take leave equal to the amount of time that you are scheduled to work in a 14-day period or the amount of time you actually work on average in a 14-day period—whichever is greater.

You may use any public health emergency leave that is provided under this policy before using any paid sick leave that you have accrued prior to the public health emergency.

Public health emergency leave expires four weeks after the official termination or suspension of the public health emergency. During a public health emergency, you will continue to accrue paid sick leave as outlined in the Colorado Paid Sick Leave Policy.

You must provide notice of your need for public health emergency leave as soon as practical if your need for leave is foreseeable, and the company is not closed. If the need for leave is unforeseeable, provide notice as soon as possible.

You will not be required to provide any documentation for public health emergency leave.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

## **Paid Sick Leave (Accrual Method)**

THE VILLAGE AT COPPER provides paid sick leave to eligible employees in accordance with the Colorado Healthy Families and Workplaces Act.

### Eligibility

All employees who work in Colorado are eligible for sick leave.

### Reasons for Leave

Sick leave may be taken for the following reasons:

- To care for your own, or a family member's, mental or physical illness, injury, or health condition; to obtain medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or to obtain preventative medical care.
- If you or a family member have been the victim of domestic abuse, sexual assault, or harassment, in order to:
  - o Seek medical attention or to recover from a mental or physical illness, injury, or health condition caused by the domestic abuse, sexual assault, or harassment;
  - o Obtain services from a victim services organization;
  - o Obtain mental health or other counseling;
  - o Seek relocation due to the domestic abuse, sexual assault, or harassment; or
  - o Seek legal services, including preparation for or participation in a civil or criminal proceeding related to or resulting from the domestic abuse, sexual assault, or harassment.

- Due to a public health emergency, a public official has ordered the closure of:
  - o Your place of business; or
  - o Your child's school or place of care and you need to be absent from work to care for your child.

***Family member*** means:

- A person who is related to you by blood, marriage, civil union, or adoption;
- A child to whom you stand in loco parentis or a person who stood in loco parentis to you when you were a child; or
- A person for whom you are responsible for providing or arranging health- or safety-related care.

***Public health emergency*** means:

- An act of bioterrorism, a pandemic influenza, or an epidemic caused by a novel and highly fatal infectious agent, for which: 1) an emergency is declared by a federal, state, or local public health agency; or 2) a disaster emergency is declared by the governor; or
- A highly infectious illness or agent with epidemic or pandemic potential for which a disaster emergency is declared by the governor.

### Accrual and Usage

Eligible employees accrue one hour for every 30 hours worked up to a maximum accrual of 48 hours in a leave year. You will begin accruing sick leave on January 1, 2021 or your first day of employment, whichever is later. For purposes of this policy, the leave year is any consecutive 12-month period (e.g., calendar year, fiscal year, year from an employee hire date, etc.). If you are classified as exempt, you are presumed to work 40 hours per week, unless you are normally scheduled to work fewer than 40 hours, in which case sick leave accrues based on your normal schedule. You may begin using sick leave as it accrues.

You may use a maximum of 48 hours of sick leave in a leave year. You may carry over up to 48 hours of unused accrued sick leave to the following leave year; however, you may still only use 48 hours of sick leave in any given leave year.

### Compensation

You will be compensated for sick leave at your regular rate of pay or the applicable minimum wage, whichever is higher.

### Notice

If the need for leave is foreseeable, you must make a good-faith effort to provide advance notice and make a reasonable effort to schedule leave in a manner that does not unduly disrupt the Company. If unforeseeable, provide notice as soon as practical. If known, notice should include the expected length of the absence.

### Documentation

If you are absent for four or more consecutive days, you may be requested to provide reasonable documentation as soon as you are reasonably able to provide it showing that the leave is being taken for permitted purposes.

### Payment upon Termination

You will not be paid for any unused sick leave when your employment ends.

### Interaction with Other Leave

Sick leave will run concurrently with the federal Family and Medical Leave Act and/or other leaves where permitted under state and federal law.

### Transfers

If you transfer to another division, entity, or location, you are entitled to all previously unused sick leave and may use it as described in this policy.

### Reinstatement of Sick Leave upon Rehire

The Company will reinstate previously accrued, unused sick leave if you separate and are rehired within six months.

### Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

## **Voting Leave**

Upon prior request (before Election Day), you will be provided up to two hours of paid time off to vote if you do not have three or more nonworking hours in which to vote during the hours the polls are open. The time when you can go to vote will be at the discretion of your Supervisor, consistent with applicable legal requirements.

## **Safety and Loss Prevention**

### **Colorado Workplace Public Health Rights Notice**

#### Healthy Families and Workplaces Act

#### Employee Rights to Paid Leave

The Healthy Families and Workplaces Act (HFWA) requires employers with at least 16 employees to provide up to 48 hours of paid leave, and additional public health emergency (PHE) leave, to employees effective January 1, 2021. The HFWA provides the following:

- Employees accrue one hour of paid leave per 30 hours worked, up to 48 per year.
- Up to 80 hours of supplemental leave applies during a PHE, until four weeks after the PHE ends.
- Employees must receive their regular rate of pay and hours of pay, and their benefits must continue during the leave.
- Employees may carry up to 48 hours of unused leave into the next year.

#### Coverage

The HFWA covers Colorado employers with at least 16 employees.

#### Accrual and Usage

Employees may use accrued leave for their health or safety needs related to the following:

1. A mental or physical illness, injury, or health condition, including diagnosis or preventive care, that prevents them from working;
2. Domestic abuse, sexual assault, or criminal harassment requiring them to seek health, relocation, legal, or other services;
3. To care for a family member experiencing a condition related to bullets 1 or 2; or
4. During a PHE, where a public official has closed the employee's workplace, or where the employee's child's school or place of care has been closed.

During a PHE, employees can use supplemental PHE leave for needs related to the following:

1. Self-isolating or work exclusion due to exposure, symptoms, or diagnosis of the communicable illness in the PHE;

2. Seeking a diagnosis, treatment, or care (including preventive care) of such an illness;
3. Being unable to work due to a health condition that may increase susceptibility to or risk of such an illness; or
4. Caring for a child or other family in bullets 1, 2, or 3, or whose school or place of care is unavailable due to the PHE.

Employees still earn up to 48 hours of accrued leave and may use their supplemental PHE leave before using accrued leave.

Leave may be used in either hourly or six-minute increments, depending on employer policy.

### Employer Notice and Posting

Employers must provide notice of employee rights under the HFWA:

- To new employees no later than when other onboarding documents and policies are provided.
- To current employees by end of year, by providing updated notices and displaying updated posters.

### Employee Notice Requirements and Documentation

Employers may adopt policies that require employees to provide notice when the leave is foreseeable; however, an employer cannot deny paid leave for noncompliance with such a policy.

Where leave is taken for four or more consecutive work days (days on which an employee would have worked—not calendar days), employers may require documentation showing that the leave was taken for a qualifying reason.

Documentation is not required prior to taking paid leave but may be required as soon as an employee can provide it after returning to work or separating from work (whichever is sooner).

To document leave for an employee's (or an employee's family member's) health-related need, an employee may provide a document from a health or social services provider if services were received and the document can be obtained in reasonable time and without added expense; otherwise, the employee may provide a document in their own writing.

To document that an employee (or an employee's family member) required leave for a need related to domestic abuse, sexual assault, or criminal harassment, an employee may provide:

- A document from a health or shelter services provider if services were received and the document can be obtained in reasonable time and without added expense; or
- A legal document, such as a restraining order or police report.

If the documentation is insufficient, the employer must notify the employee within seven days of receiving the documentation or the employee's return to work or their separation, and must give the employee at least seven days to correct the deficiency.

### Privacy

Employers cannot require employees to disclose details about their or a family member's HFWA-related health or safety information; such information must be treated as a confidential medical record.

### Recordkeeping

Employers must provide employees, upon request, documentation of the current amount of paid leave available for use and the amount of leave already used during the benefit year, including any supplemental PHE leave available or used. Employees may request this information once per month or when the need for HFWA leave arises.

### Retaliation of Interference with HFWA Rights



Paid leave cannot be counted as an absence that may result in termination or any other adverse action taken against an employee. In addition, employees may not be required to find a replacement worker or job coverage when taking paid leave.

An employer may not fire, threaten, or otherwise retaliate against or interfere with an employee who:

- Requests or takes HFWA leave;
- Informs another person about their rights under the HFWA, or supports that person's exercise of HFWA rights;
- Files an HFWA complaint; or
- Cooperates or assists in an investigation about a potential HFWA violation.

If an employee's HFWA complaint, request, or other activity is incorrect, an employer need not agree or grant the leave; however, the employer still cannot fire or take other action against the employee for that reason, as long as the employee's belief was reasonable and in good faith. Employees can face consequences for misusing paid leave or other misconduct.

### Public Health Emergency Whistleblower Law

Under the Public Health Emergency Whistleblower law (PHEW), workers have the right to express their workplace health concerns and to use protective equipment.

### Coverage

The PHEW covers all employers and employees in Colorado, and also covers all principals (employers or businesses with at least five independent contractors) and workers (employees or independent contractors of a principal).

### Workplace Health/Safety Violations During Public Health Emergencies

It is unlawful for an employer to retaliate against or interfere with a worker for the following acts during and related to a public health emergency:

- Raising reasonable concerns, including informally, to the principal, other workers, the government, or the public, about workplace violations of government health or safety rules, or about a significant workplace threat to health or safety.
- Opposing a violation or testifying, assisting, or participating in an investigation or proceeding about retaliation for, or interference with, the above conduct.

A principal need not address a worker's PHEW-related concern, but still cannot fire or take other action against the worker for that reason, as long as the worker's belief was reasonable and in good faith.

### Use of Own Personal Protective Equipment

Workers must be allowed to voluntarily wear their own personal protective equipment (PPE), such as a mask, faceguard, or gloves, if that PPE:

- Provides more protection than equipment provided at the workplace;
- Is recommended by a government health agency (federal, state, or local); and
- Does not make them unable to do their job.

### Complaint Rights Under the HFWA and PHEW

Violations may be reported to the Colorado Division of Labor Standards and Statistics as complaints or anonymous tips, or may be filed in court after exhausting pre-lawsuit remedies. The division may be reached at [coloradolaborlaw.gov](http://coloradolaborlaw.gov), [cdle\\_labor\\_standards@state.co.us](mailto:cdle_labor_standards@state.co.us), or 303-318-8441/888-390-7936.

## **Workplace Smoking**

THE VILLAGE AT COPPER is concerned about the effect that smoking and secondhand smoke inhalation can have on its employees and clients. Smoking in the office, client areas, and restrooms is prohibited.



# Custom Policies

## Custom Policies

### General Safety Rules

The Village at Copper considers these rules as minimum safety standards for usual work conditions and shall be adhered to by all who enter this job location. The general safety rules will be reviewed annually and updated as necessary.

All personnel shall adhere to the following:  
Participate in new employee training.

Participate in continuing education, which is conducted on a departmental level.

Wear proper attire for inclement weather – i.e. tracks for your shoes, warm clothing, non-slip shoes, no loose clothing for Operations and Events, along with all safety gear.

Know and follow all safety regulations pertaining to your job.

Wear your appropriate personal protective equipment in accordance with the job operation that you are performing.

Notify your supervisor if you feel you do not have adequate safety protection in any work activity.

Report all accidents, injuries, unsafe acts, and unsafe conditions in the workplace immediately to your supervisor.

Report faulty electrical equipment.  
Faulty electrical equipment will be removed from service until the equipment has been repaired or replaced.

Follow proper lifting techniques and body mechanics.  
Never attempt to lift or push an object that is too heavy.

Seek assistance and use mechanical aides when needed.

Refrain from horseplay or other acts that have an adverse bearing on the safety or well-being of an employee or coworker. Such activity is prohibited.

Wear your seat belt when driving any company-owned vehicle.

Practice general safe housekeeping in your individual work areas and maintain a neat and orderly work area safe from accidents and injury, being in compliance with building and fire codes.

### Make It a Habit to Work Safely!

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

## **The Colorado Skier Safety Act**

The Colorado Skier Safety Act outlines the responsibilities of the skier/snowboarder and the ski area operator with regard to skiing and snow boarding safely. Regardless of how you enjoy your snow sport, always show courtesy to others and be aware that THERE ARE INHERENT RISKS in all snow recreational activities that common sense and personal awareness can reduce. The Skier Safety Act includes and regulates the responsibilities of the Alpine Responsibility Code. The Skier Safety Act also determines that:

Skiing or snowboarding on any slope or trail posted as closed is unlawful.

Throwing or expelling any objects from a lift is unlawful.

Fast or reckless skiing and snowboarding is hazardous and you will be held liable.

Caution should be used at all times. Be aware of snow grooming equipment and snowmobiles that may be encountered on the mountain at any time.

Jumping from a ski lift is unlawful.

Like all snow riders, Village at Copper employees are required to observe these requirements whenever they ski or snowboard. Village at Copper employees are also expected to skin and ride under control and in a manner that sets an example for the skiing public. Violations to the Skier Safety Act and Responsibility Code will not be tolerated and may be grounds for termination.

## **Closing Statement**

Thank you for reading our handbook. We hope it has provided you with an understanding of our mission, history, and structure as well as our current policies and guidelines. We look forward to working with you to create a successful Company and a safe, productive, and pleasant workplace.

Peter Siegel, Executive Director

THE VILLAGE AT COPPER

## Acknowledgment of Receipt and Review

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

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

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

This handbook is not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act (NLRA). This handbook is not intended to violate any local, state, or federal law. No provision or policy applies or will be enforced if it conflicts with or is superseded by any requirement or prohibition contained in federal, state, or local law, or regulation. Furthermore, nothing in this handbook prohibits an employee from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to, or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission (EEOC), National Labor Relations Board (NLRB), Securities and Exchange Commission (SEC), or any other federal, state, or local agency charged with the enforcement of any laws.

This handbook supersedes any previous handbook or policy statements, whether written or oral, issued by THE VILLAGE AT COPPER.

If I have any questions about the content or interpretation of this handbook, I will contact Abigail Tietjen.

Additionally, by signing, I acknowledge that I have received a copy of the current Colorado Overtime and Minimum Pay Standards Order (COMPS Order) or COMPS Order poster published by the Colorado Department of Labor and Employment.

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Signature

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Date

Print Name