



THE VILLAGE AT COPPER

Employee Handbook

September 26, 2018

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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 VILLAGE AT COPPER 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 JoAnn Kleber.

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

All the best,

Peter Siegel, Executive Director THE VILLAGE AT COPPER

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.

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.

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 60 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 Policy

If you know ahead of time that you will be absent or late, provide reasonable advance notice to your supervisor. 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. Absences resulting from approved leave, vacation, or legal requirements are exceptions to the policy.

4.2 Business Expenses Policy

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 30 calendar days after you submit your completed application.

If you have selected the direct deposit payroll service, a written explanation of your deductions will be given to you 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 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 fares 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 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.

5.2 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.

5.3 Problem Solving Procedures

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 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.
- Taking 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 nondesignated areas.
- 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 Policy

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 Open Door 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.

6.7 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 will make every effort to reasonably accommodate employees with disabilities or with religious beliefs that make it difficult for them to comply fully with the personal appearance policy. 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.

6.8 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.

6.9 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.

6.10 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.

6.11 Social Media Policy

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.

6.12 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 Voicemail/Email/Internet Usage 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 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.

6.15 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

All regular full-time employees who have completed at least 30 days of employment at THE VILLAGE AT COPPER are eligible to participate in the 401(k) plan. The Company provides an employer match of 100% up to 4% contribution. As with your insurance benefits, refer to your Summary Plan Description (SPD) provided by the benefits administrator for specifics. If you have further questions about pension or profit sharing rights, consult with the benefits administrator. 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. You are entitled to take up to 3 days off with pay for the funeral of an immediate relative. Pay is based on the regular rate for an eight-hour day. Authorized leave without pay is available for extended funeral matters. Personal leave time may also be taken when necessary. Notify Human Resources of your intention to take bereavement leave as soon as the need arises. The Company may request documentation to support absences 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 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.

7.5 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.

7.6 Leaves of Absence

Under special circumstances, full-time, year-round employees, at the discretion of the executive director, may be granted a leave of absence without pay. The granting of this type of leave is normally for compelling reasons and is dependent upon the written approval of the executive director.

We may provide medical insurance, dental insurance and vision care insurance coverage for employees at the discretion of the executive director. During this time you will be responsible for paying your portion of the monthly premium(s).

We will make reasonable efforts to return you to the same or similar job you held prior to the leave of absence, subject to our staffing and business requirements.

7.7 Life Insurance

THE VILLAGE AT COPPER provides life insurance to all regular full-time employees who have completed 60 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.

7.8 Regular Full-Time Personnel

Regular 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.

7.9 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.

7.10 Sick Pay

THE VILLAGE AT COPPER allows its regular full-time employees who have completed their introductory period 5 sick days 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 90 days. 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.

7.11 Unemployment Compensation Insurance Policy

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.

7.12 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).

7.13 Workers' Compensation Insurance Policy

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.

7.14 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.

7.15 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 General Safety Policy

It is the responsibility of all THE VILLAGE AT COPPER employees to maintain a healthy and safe work environment. Report all safety hazards and occupational illnesses or injuries to your supervisor as soon as reasonably possible and complete an occupational illness or injury form as needed. Failure to follow the Company health and safety rules may result in disciplinary action, up to and including termination of employment.

8.2 Policy Against 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 or competitors are obtaining such information, you are required to inform your supervisor.

Violation of this policy may result in discipline or termination, and may subject the violator to civil liability.

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

11.0 Welcome

11.1 *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.

12.0 Introductory Language and Policies

12.1 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.

13.0 Hiring and Orientation Policies

13.1 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.

13.2 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 (including pregnancy, childbirth, and related conditions), sexual orientation (including transgender status), race, 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 (including pregnancy, childbirth, and related conditions), sexual orientation (including transgender status), race, 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 (including pregnancy, childbirth, and related conditions), sexual orientation (including transgender status), race, 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

Peter Siegel at (970) 968-2318 x 39814 or 0189 Ten Mile Circle, Ste. 116, Copper Mt., CO 80443.

JoAnn Kleber at (970) 968-2318 x 39813 or 0189 Ten Mile Circle, Ste. 116, Copper Mt., CO 80443 or

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.

13.3 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.

14.0 Wage and Hour Policies

14.1 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.

14.2 Meal and Rest Periods Policy

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 requests that employees 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 a meal or rest period.

In Colorado, employees are entitled to a 30-minute, uninterrupted, unpaid meal period for all shifts exceeding five consecutive hours. 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 break will be paid. Additionally, you will have a 10-minute paid rest period for each four-hour work period; insofar as practicable these rest periods will be in the middle of each four-hour work period.

14.3 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.

14.4 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.

14.5 Paycheck Deductions

THE VILLAGE AT COPPER is required by law to make certain deductions from your pay each pay period. This includes income and unemployment taxes, Federal Insurance Contributions Act (FICA) contributions (Social Security and Medicare), 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 number of exemptions you list on your federal Form W-4 and applicable state withholding form. You may also authorize voluntary deductions from your paycheck, including contributions for insurance premiums, retirement plans, spending accounts, or other services. Your deductions will be reflected in your wage statement.

The Company will not make deductions to your pay that are prohibited by federal, state, or local law. If you have any questions about deductions from your pay, contact 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.

14.6 Recording Time

Federal and state laws require THE VILLAGE AT COPPER to keep accurate records of hours worked by nonexempt (hourly) employees. 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. You are required to notify the Company of any pay discrepancies, unrecorded or misrecorded work hours, or any involuntary missed meal or break periods.

Non-exempt employees must record their hours on a time clock. Punch your time card at the beginning and end of your shift. Do not punch your card more than five minutes before or after the beginning of your shift. You are expected to work at least to the end of your shift. Do not punch the card of another employee under any circumstances.

For payroll purposes we ask that you record any break time beyond the state requirement of 30 minute unpaid meal period. The workweek for payroll purposes starts on Friday and ends on Thursday.

Falsification of time records or recording time for other employees may result in discipline up to and including termination of employment.

14.7 Travel Time Pay

Some nonexempt positions within THE VILLAGE AT COPPER require travel. The Company pays nonexempt employees for travel time in accordance with federal and state law. For purposes of this policy, the regular workday is based on your position within the company. Please see your supervisor for any questions.

Home to Work Travel

If you travel from home before the regular workday and return to your home at the end of the workday, you are engaged in ordinary home to work travel, which is not work time.

Home to Work on a Special One Day Assignment in Another City

If you regularly work at a fixed location in one city and you are given a special one day assignment in another city, but return home the same day, the time spent in traveling to and returning from the other city is work time, except that the Company may deduct/not count that time you would normally spend commuting to the regular work site.

Travel That Is All in a Day's Work

Your time spent in travel as part of your principal activity, such as travel from job site to job site during the workday, is work time and must be counted as hours worked.

Travel Away from Home Community

Travel that keeps you away from home overnight is travel away from home. Travel away from home is clearly work time when it cuts across your workday. The time is not only hours worked on regular working days during normal working hours but also during corresponding hours on nonworking days. The

Company will not consider as work time that time spent in travel away from home outside of your regular working hours as a passenger on an airplane, train, boat, bus, or automobile.

Work Performed While Traveling

Any work you perform while traveling must be counted as hours worked.

Calculating and Reporting Travel Time

You are responsible for accurately tracking, calculating, and reporting your travel time. Travel time should be calculated by rounding up to the nearest quarter hour.

15.0 Performance, Discipline, Layoff, and Termination

15.1 Criminal Activity/Arrests

Involvement in criminal activity during employment, whether on or off THE VILLAGE AT COPPER property, may result in disciplinary action including suspension or termination of employment. Disciplinary action depends upon a review of all factors involved, including whether or not the action was work-related, the nature of the act, or circumstances that adversely affect attendance or performance. Any disciplinary action is not dependent upon the disposition of any case in court.

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

Any disciplinary action taken will be based on information reasonably available. This information may come from witnesses, police, or any other source as long as management has reason to view the source as credible.

15.2 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.

15.3 Post-Employment Reference Policy

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.

16.0 General Policies

16.1 Payroll Advances and Loans

THE VILLAGE AT COPPER discourages employee requests for payroll advances or loans. If you need an advance or loan against your paycheck for emergency reasons, consult with [[your manager or supervisor, payroll, etc.]].

Before the Company will agree to advance wages or loan money, you will be required to fill out a promissory note acknowledging the advance or loan and setting forth the terms for repayment, including any interest. You will also be required to authorize in writing deductions for repayment directly from future paychecks and to pay the full amount of the advance or loan upon termination of employment as permitted by applicable law.

16.2 Personnel and Medical Records

THE VILLAGE AT COPPER maintains a personnel and medical file for all employees. Medical records will be kept in a separate folder. Every effort will be made to keep your personnel and medical records confidential. Access is on a "need-to-know" basis only. This includes, but is not limited to, supervisors and others in management reviewing the file for possible promotion, transfer, or layoff.

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 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 department, which is the only department authorized to give out such information.

16.3 Voicemail, Email, and Internet Policy

This Voicemail/Email/Internet Policy is intended to provide THE VILLAGE AT COPPER employees with the guidelines associated with the use of the voicemail/email/Internet system (the system). This policy applies to all employees and any others accessing and/or using the system through onsite or remote terminals.

General Provisions

- The system, and all data transmitted or received through the system, is the exclusive property of the Company. You should not have any expectation of privacy in any communication over this system. If you are permitted to have access to the system, you will be given a voicemail, email, and/or Internet address and/or access code and will have use of the system consistent with this policy.

- The Company reserves the right to monitor, intercept, and/or review all data transmitted, received, or downloaded over the system. 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 the prior consent.
- The interests of the Company in monitoring and intercepting data include, but are not limited to: protection of Company trade secrets, proprietary, 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. To protect everyone involved, no one can have a right or expectation of privacy regarding the receipt, transmission, or storage of data on the Company voicemail/email/Internet system.

Any employees who violate this policy 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.

17.0 Benefits

17.1 Health Insurance

THE VILLAGE AT COPPER provides its regular full-time employees who have completed 60 days of employment with health insurance. Medical plan benefits for eligible employees and their dependents are described in detail in the Summary Plan Description (SPD) that is available to all eligible employees. These benefits may be canceled or changed at the discretion of the Company, unless otherwise required by law.

Plan eligibility does not necessarily mean coverage for all medical treatments or procedures. Under changed circumstances, you may be responsible for contributing to the cost of increased premiums. This benefit, as well as other benefits, may be canceled or changed at the discretion of the Company, unless otherwise required by law.]]

COBRA Subpolicy: 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 medical benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA). The Company will mail you information about your COBRA rights

17.2 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.

17.3 Vacation Policy

Full-time, year-round employees are eligible for paid vacation time. Vacation is calculated according to the common anniversary date as follows: After 1 full anniversary year, you will begin to earn 1 day of vacation each month, up to a maximum of 12 days of vacation annually. 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.

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.

17.4 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.

18.0 Safety and Loss Prevention

18.1 Drug and Alcohol Policy

THE VILLAGE AT COPPER considers drug and alcohol abuse a serious matter that will not be tolerated. The Company absolutely prohibits employees from using, selling, possessing, or being under the influence of illegal drugs, alcohol, or a controlled substance or prescription drug not medically authorized while at their job, on Company property, or while on work time.

Therefore, it is Company policy that:

1. You may not report to work under the influence of alcohol, illegal drugs, or any controlled substance or prescription drug not medically authorized.
2. You may not possess or use alcohol, illegal drugs, or any controlled substance or prescription drug not medically authorized while on company property or on company business.

We also caution against use of prescribed or over-the-counter medication, which can affect your ability to perform your job safely, or the use of prescribed or over-the-counter medication in a manner violating the recommended dosage or instructions from the doctor. You must have a valid prescription for any prescription medication used while working for the Company. Inform your supervisor prior to working under the influence of a prescribed or over-the-counter medication that may affect your ability to perform your job safely. If the Company determines that the prescribed or over-the-counter medication does not pose a safety risk, you will be allowed to work. Failure to comply with these guidelines concerning prescription or over-the-counter medication may result in disciplinary action, up to and including termination of employment.

A violation of this policy will result in disciplinary action, up to and including termination of employment.

18.2 Nonsmoking Policy

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

19.0 Custom Policies

19.1 *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 _____

19.2 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 snowboarding 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

Acknowledgement 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 Executive Director 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 effect 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 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 JoAnn Kleber.

Date

Signature

Print Name