



# **Pikes Peak Respite Services**

## **Employee Handbook**

**March 8, 2023**

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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 Pikes Peak Respite Services (PPRS) will be rewarding and challenging. We take pride in our staff members 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 staff members. When questions arise concerning the interpretation of these policies as they relate to staff members 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 workplace.

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

We wish you success in your employment here at Pikes Peak Respite Services!

All the best,

Beverly Seemann, CEO  
Pikes Peak Respite Services

### 1.2 At-Will Employment

Your employment with Pikes Peak Respite Services 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 CEO 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 CEO.

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.

## **2.0 Introductory Language and Policies**

### **2.1 About the Company**

Pikes Peak Respite Services is a human service agency providing respite services, personal care, mentorship, homemaker services, family advocacy, and community accessibility. We are an experienced service driven team dedicated to providing safe, quality, and worry-free care for your loved one.

PPRS was founded by Beverly Seemann in 2004. She is renowned for her work with children who exhibit behavior difficulties. She has extensive experience with individuals with autism and deafness and has been providing respite for over fourteen years. She has attended many professional seminars to keep up to date on current treatments and services available for children and their special needs. Beverly has three children with disabilities one with Asperger's Syndrome and three with hearing loss. Beverly has extensive experience with diagnoses, including: Down's Syndrome, Angelman's Syndrome, global delays, multiple diagnosis as well as Autism Spectrum Disorder.

### **2.2 Ethics Code**

Pikes Peak Respite Services 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 staff members 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 Company.

We expect that officers, directors, and staff members 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.

### **2.3 Mission Statement**

Pikes Peak Respite Services is a human service agency providing respite services, family advocacy, community accessibility, homemaker, and mentorship services. We are an experienced service driven team dedicated to providing safe, quality, and worry free care for your loved ones.

### **2.4 Revisions to Handbook**

This handbook is our attempt to keep you informed of the terms and conditions of your employment, including Pikes Peak Respite Services 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**

Pikes Peak Respite Services 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 Employment of Relatives and Friends**

Usually, Pikes Peak Respite Services will not refuse to hire someone simply because he or she is related to one of our current staff. If you have a relative who might be perfect to fill an open position at Pikes Peak Respite Services, please don't hesitate to refer this person to us.

We will not employ friends or relatives in circumstances where actual or potential conflicts may arise that could compromise supervision, safety, confidentiality, security, and morale at Pikes Peak Respite Services. It is your obligation to inform the Company of any such potential conflict so the Company can determine how best to respond to the particular situation.

If two staff members become related while working for Pikes Peak Respite Services, and if one of them is in a position of supervision over the other, only one of the staff members will be allowed to keep his or her current position. The other will either have to transfer to another position or leave Pikes Peak Respite Services.

Under this policy, the term, "relatives" encompasses husbands, wives, live-in partners, domestic partners, parents, children, siblings, in-laws, cousins, aunts, and uncles. This policy covers biological relationships, marriage relationships, and step relationships.

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

The first 90 days of your employment is considered an introductory period. During this period, you will become familiar with Pikes Peak Respite Services 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 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 Pikes Peak Respite Services. 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.

### **3.5 Job Descriptions**

Pikes Peak Respite Services attempts to maintain a current 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 staff members.

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

### **3.6 Training Program**

In most cases, and for most departments, training staff members 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.

On-going training is crucial for the on-going success of PPRS, and continued employment is contingent on compliance with training requirements. We provide support to many individuals who receive funding from Medicaid which requires specific training requirements. Training can be accessed through the staff portal on our website [www.pikespeakrespiteservices.com](http://www.pikespeakrespiteservices.com)

PPRS does accept training from other PASA or accredited sources with proof of training. PPRS does not require a CNA license, however this license takes the place of many trainings.

### 3.7 Colorado Overtime & Minimum Pay Standards (COMPS) Order #38



#### COLORADO OVERTIME & MINIMUM PAY STANDARDS ORDER (“COMPS Order”) #38, POSTER & NOTICE

*Effective 1/1/23: must update annually; new poster available each mid-December*

##### Colorado Minimum Wage: \$13.65/hour, or \$10.63 for Tipped Employees, in 2023 (Rule 3)

- The minimum wage is adjusted each year for inflation, so the above amounts are for only 2023
- All employees must be paid at least the minimum wage (unless exempt in Rule 2), whether paid hourly or another way (salary, commission, piecework, etc.), except unemancipated minors can be paid 15% under full minimum wage
- Use the highest standard if other labor laws also apply, such as Denver’s minimum wage (\$17.29 in 2023)

##### Overtime: 1½ times regular pay rates for hours over 40 weekly, 12 daily, or 12 consecutive (Rule 4)

- Overtime is required *each* week over 40 hours, or day over 12, even if 2 or more weeks or days *average* fewer hours
- Employers cannot provide time off (“comp time”) instead of time-and-a-half premium pay for overtime hours
- Key variances/exemptions (all are detailed in Rules 2.3-2.4):
  - Modified overtime in a small number of health care jobs; exemption for certain heavy vehicle drivers
  - No 40-hour weekly overtime in downhill ski/snowboard jobs (but 56-hour overtime for many under federal law)
  - Agriculture, as of 11/1/22: overtime after 60 hours; half-hour paid break in days over 12 hours, extra pay if over 15

##### Meal Periods: 30 minutes uninterrupted and duty-free, for shifts over 5 hours (Rule 1.9)

- Can be unpaid, but only if employees are completely relieved of all duties, and allowed to pursue personal activities
- If work makes uninterrupted meal periods impractical, eating on-duty must be permitted, and the time must be paid
- To the extent practical, meal periods must be at least 1 hour after starting and 1 hour before ending shifts

##### Rest Periods: 10 minutes, paid, every 4 hours (Rule 5.2)

#Work Hours:	Up to 2	>2, up to 6	>6, up to 10	>10, up to 14	>14, up to 18	>18, up to 22	>22
#Rest Periods:	0	1	2	3	4	5	6

- Need not be off-site, but must not include work, and should be in the middle of the 4 hours to the extent practical
- Rest periods are time worked for minimum wage and overtime purposes, and if employers do not authorize and permit rest periods, they must pay extra for time that would have been rest periods, including for non-hourly-paid employees
- Key variances/exemptions:
  - In some circumstances, 10-minute rest periods can be divided into two of 5 minutes (Rule 5.2.1)
  - Agriculture: certain work requires more breaks; other is exempt (Rule 2.3, & Agricultural Labor Conditions Rules)

##### Time Worked: Pay for time employers allow performing labor/service for their benefit (Rule 1.9)

- All time on-premises, on duty, or at workplaces (but not just letting off-duty employees be on-premises), including:
  - putting on/removing work clothes/gear (but not clothes worn outside work), cleanup/setup, or other off-clock duty,
  - waiting for assignments at work, or receiving or sharing work-related information,
  - security/safety screening, or clocking/checking in or out, or
  - waiting for any of the above tasks.
- Travel for employer benefit is time worked; normal home/work travel is not (details in Rule 1.9.2)
- Sleep time, if sufficiently uninterrupted and lengthy, can be excluded in certain situations (details in Rule 1.9.3).

##### Deductions, Credits, Charges, & Withheld Pay (Rule 6, and Article 4 of C.R.S. Title 8)

- Final pay: Owed promptly (if a termination by employer) or at next pay date (if employee resigned)
- Vacation pay: Departing employees must be paid all accrued and unused vacation pay, including paid time off usable for vacation, without deducting or declaring forfeiture based on cause for termination, lack of resignation notice, etc.
- Deductions from pay: Allowed if listed below or in C.R.S. 8-4-105 (including deductions required by law, in a written agreement for the benefit of the employee, for theft in a police report, or for property loss after audit/notice)
- Tip credits: Employers can pay up to \$3.02 under minimum wage (\$10.63 in 2023, or \$14.27 in Denver), if: (a) tips (not mandatory service charges) raise pay to full minimum, & (b) tips aren’t diverted to non-tipped staff/owners
- Meal credits/deductions: Allowed for the cost or value (without employer profit) of voluntarily accepted meals
- Lodging credits/deductions: Allowed if housing is voluntarily accepted by the employee, primarily for the employee’s (not the employer’s) benefit, recorded in writing, and limited to \$25 or \$100 per week (based on housing type)
- Uniforms: Must be provided at no cost unless they are ordinary clothes without special material or design; employers must pay for any special cleaning required, and cannot require deposits or deduct for ordinary wear and tear

##### Exemptions from COMPS (Rule 2.2 lists all; key exemptions are below)

- Executives/supervisors, administrators, and professionals paid at least a salary (not hourly wages) of \$50,000 in 2023 (\$55,000 in 2024, then inflation-adjusted), except \$31.41/hour for highly technical computer work
- Other highly compensated, non-manual-labor employees paid at least 2.25 the above salary (\$112,500 in 2023)
- 20% owners, or at a nonprofit the highest-paid/highest-ranked employee, if actively engaged in management
- Various (not all) types of salespersons, taxi drivers, camp/outdoor education field staff, or property managers

##### Record-Keeping & Notices of Rights (Rule 7)

- Employers must give all employees (and keep for three years) pay statements that include time worked, pay rate (including any tips and credits), and total pay
- This year’s poster must be displayed where easily accessible, or if not practical (such as for remote workers), provided within one month of beginning work and when employees request a copy
- Employers must include a copy of this poster, or a COMPS Order, in any employment handbook or manual
- Violation of notice of rights rules (posting or distribution), including by providing information undercutting this poster, may yield fines and/or ineligibility for employee-specific credits, deductions, or exemptions in COMPS

##### Complaint & Anti-Retaliation Rights (Rule 8)

- Employees can send the Division (contact info below) complaints or tips about violations, or file lawsuits in court
- Employers cannot retaliate against, or interfere with, employees exercising their rights
- Anonymous tips are accepted; anonymity or confidentiality are protected if requested (Wage Protection Rule 4.7)
- Owners and other individuals with control over work may be liable for certain violations — not just the business, even if the business is a corporation, partnership, or other entity separate from its owner(s) (Rule 1.6)
- Immigration status is irrelevant to these labor rights: the Division will not ask or report status in investigations or rulings, and it is illegal for anyone to use immigration status to interfere with these rights (Wage Protection Rule 4.8)

***This Poster is a summary and cannot be relied on as complete labor law information. For all rules, fact sheets, translations, questions, or complaints, contact: DIVISION OF LABOR STANDARDS & STATISTICS, ColoradoLaborLaw.gov, cdle\_labor\_standards@state.co.us, 303-318-8441 / 888-390-7936***

### 3.8 Meal and Rest Periods

Pikes Peak Respite Services 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 staff members 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, staff members 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:

Periods Required	Number of rest breaks
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.

### 3.9 Overtime

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

At certain times Pikes Peak Respite Services 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.

### 3.10 Pay Period

At Pikes Peak Respite Services, the standard pay period is semimonthly for all staff members. See pay memo for specific pay dates. 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.

### 3.11 Travel Time Pay

Some non-exempt positions within Pikes Peak Respite Services require travel. The Company pays non-exempt staff members for time spent on travel for the benefit of the Company, excluding normal home-to-work travel.

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.

### **3.12 Wage Disclosure Protection**

In accordance with Colorado law, Pikes Peak Respite Services 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 staff members 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 Beverly Seemann, CEO.

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

### **3.13 Disability Accommodation**

Pikes Peak Respite Services 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 and Human Resources. 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 staff members for requesting an accommodation.

### **3.14 EEO Statement and Non-harassment Policy**

#### **Equal Opportunity Statement**

Pikes Peak Respite Services 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 staff members 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, Human Resources, or any other designated member of management.

#### **Policy Against Workplace Harassment**

Pikes Peak Respite Services 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, staff members, 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 Beverly Seemann, CEO at 719-659-6344 or email [cmbev@hotmail.com](mailto:cmbev@hotmail.com), Human Resources, 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.

## **3.15 Religious Accommodation**

Pikes Peak Respite Services is dedicated to treating its staff members equally and with respect and recognizes the diversity of their religious beliefs. All staff members 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 staff members — 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 Human Resources.

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

Pikes Peak Respite Services will provide nursing mothers reasonable break time to express milk for their infant child(ren) for up to two (2) 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 staff members who may share the refrigerator.

The break time must, if possible, run concurrently with any break time already provided. If you are non-exempt, clock in and out any time taken that does not run concurrently with normally scheduled rest periods. You are encouraged to discuss the length and frequency of these breaks with your Supervisor. Break time may be unpaid as permissible under applicable law.

The Company will not discriminate or retaliate against team members who express milk in the workplace in accordance with this policy.

## **4.0 Wage and Hour Policies**

### **4.1 Attendance**

Pikes Peak Respite Services' regular hours of business are based on the needs of our clients, which means, we are open 24 hours a day, Monday through Sunday as needed. All staff are expected to be present where scheduled and ready to start work when their shift starts. Unless you make other arrangements with your supervisor, you are expected to be at work on time and work until your shift ends. If you are unable to make a shift that you signed up for, it is your responsibility to find someone to cover your shift and both staff members must contact their Supervisor, the family you are supporting, and Beverly Seemann for confirmation that this shift change is acceptable.

Of course, things will sometimes happen that will prevent you from showing up to work on time. For example, you may be delayed by weather, a sick child, or car trouble. If you are going to be more than 10 minutes late, call Beverly Seemann and the family you are supporting. Please give this notice as far in advance as possible.

Each member of Pikes Peak Respite Services staff is important to the effective operation of this business. Employees of PPRS are authorized to set their own schedules in accordance with the plan of care for their clients. There is a zero tolerance policy for not coming to work when you set your own schedule. If you don't show up for work at your designated time or fail to appear without calling as required by this policy or by other policies in this Handbook, you may be subject to disciplinary action, up to and including termination. Pikes Peak Respite Services 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 Pikes Peak Respite Services.

From time to time staff may incur expenses on behalf of Pikes Peak Respite Services. Employees are eligible for expense reimbursement when an expense has been requested and approved in advance. Unauthorized purchases that have not been approved and are not related to work will not be reimbursed. You must follow these procedures to be reimbursed:

- Obtain prior written permission from your supervisor or Beverly Seemann before accruing an expense.
- Keep a receipt for every expense.
- Submit your receipts, along with an expense report, to your supervisor for approval with every timesheet.

You are responsible for submitting your expense report to Beverly Seemann. If your report is approved, you will receive your reimbursement with your paycheck.

Remember that you are spending Pikes Peak Respite Services money when you pay for business-related expenses. We expect you to save money wherever possible. If you have any questions or concerns about this, please contact Beverly Seemann.

### Gifts

You may not receive gifts from clients or providers. Questions to the policy contact Beverly Seemann, CEO for further clarification.

## **4.3 Direct Deposit**

Pikes Peak Respite Services encourages all staff members to enroll in direct deposit. If direct deposit is declined, checks will be mailed on the predetermined pay schedule. If you have selected the direct deposit payroll service, a written explanation of your deductions will be provided to you on paydays in lieu of a check.

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

At Pikes Peak Respite Services, 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 fail to call in with an acceptable reason for the absence of 2 consecutive shifts, you will be considered to have abandoned your job and voluntarily resigned from Pikes Peak Respite Services.

## **4.6 Paycheck Deductions**

Pikes Peak Respite Services 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, state income tax, state unemployment tax, state disability tax, 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 staff members 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

Pikes Peak Respite Services is required by applicable federal, state, and local laws to keep accurate records of hours worked by certain staff members. To ensure that the Company has complete and accurate time records and that staff members are paid for all hours worked, non-exempt staff members are required to record all working time using D.O.R.Y. Exempt staff members 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.

As a PPRS provider you **MUST** enter your visit notes and shift submission every Sunday by 11:59 p.m. to be paid on time for the hours worked. PPRS is required to be in compliance for licensing. Failure to do so may result in disciplinary action up to and including termination of employment.

All services or shifts provided to persons supported must be entered electronically into our DORY system before the end of the day of provision. Corresponding signatures for the shifts from the legally responsible individual of the person supported must be obtained and entered before the shift is considered valid. To Enter shifts, **Click on STAFF PORTAL – I need to log shifts for PPRS**. All errors on shift submissions must be reported to PPRS within 24 hours. Shifts cannot be entered or corrected more than 7 days after the service was provided.

- Shifts not considered valid after 11:59 p.m. on the Sunday before a scheduled payroll date will be paid according to the scheduled hours, with corrections to pay being made in accordance with applicable state law.
- The “PPRS Approved Pay Memo” on the staff portal breaks down what dates of service provision and when they are paid for each pay period.
- Log Sheets located in the PPRS staff portal will be required for each service provided. They are not required to be submitted; however, they will act as proof of every service provided should our DORY system fail for any reason.

### Electronic Visit Verification (EVV)

- EVV’s are required to be submitted by the State of Colorado for certain services and situations in addition to your shift submission into the STAFF PORTAL
- All Respite Personal Care, Homemaker Basic and Homemaker Enhanced services where the services provider **DOES NOT** live with the person supported will require an EVV shift submission in addition to a STAFF PORTAL shift submission.
- Providers as previously mentioned for requirement, will download the Sandata web application to their mobile device and “clock in and out” of each service they provide to a person supported.
- The Sandata application will collect the GPS location data that the State of Colorado will use to verify service provision against your claimed shifts.

- Please ensure your EVV service submission matches your STAFF PORTAL service submission, so both are considered valid, billable, and payable.
- EVV's will always be submitted in "real time" Mistakes on EVV's must be submitted via text to our agency within 24 hours of submission for correction.

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 Beverly Seemann 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.

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

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

Pikes Peak Respite Services 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 Pikes Peak Respite Services. 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**

Pikes Peak Respite Services 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 workplace 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 staff members, 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 Disciplinary Process**

Violation of Pikes Peak Respite Services 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 staff members 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.

## **5.5 Outside Employment**

Outside employment that creates a conflict of interest or that affects the quality or value of your work performance or availability at Pikes Peak Respite Services is prohibited. The Company recognizes that you may seek additional employment during off hours, but in all cases expects that any outside employment will not affect your attendance, job performance, productivity, work hours, or scheduling, or would otherwise adversely affect your ability to effectively perform your duties or in any way create a conflict of interest. Any outside employment that will conflict with your duties and obligations to the Company should be reported to your Supervisor. Failure to adhere to this policy may result in discipline up to and including termination.

## **5.6 Pay Raises**

Depending on financial health and other Company factors, efforts will be made to give pay raises consistent with Pikes Peak Respite Services 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.

## **5.7 Resignation Policy**

Pikes Peak Respite Services 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 (2) weeks' notice of your resignation. 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 staff members 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 if applicable. Failure to return some items may result in deductions from your final paycheck where state law allows.

## **5.8 Standards of Conduct**

Pikes Peak Respite Services wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all our staff members, 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 staff members 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 staff members.
- 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 non-designated areas.
- Working unauthorized overtime.
- Solicitation of fellow employees on Company premises during working hours.
- 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.
- Sleeping on the job.
- 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.

## **5.9 Workforce Reductions (Layoffs)**

If necessary, based upon business needs, Pikes Peak Respite Services management may decide to implement a reduction in force (RIF). We acknowledge that RIFs can be a trying experience for all involved, and the Company will make its best effort to make sound business decisions while acknowledging the needs of its workforce.

## **6.0 General Policies**

### **6.1 Authorization for Use of Personal Vehicle**

All staff members required to operate a motor vehicle as part of their employment duties must maintain a valid driver's license, acceptable driving record, and appropriate insurance coverage. Pikes Peak Respite Services may run a motor vehicle department check to determine your driving record. It is your responsibility to provide a copy of your current driver's license and insurance coverage for your personnel file. Any changes in your driving record, including, but not limited to, driving infractions or changes to your insurance policy, must be reported to the Company.

If you use your personal vehicle in the course and scope of employment, you may not operate such vehicle while:

1. Under the influence of drugs, alcohol, or any other substance that might impair your judgment or ability to drive; or
2. Texting, emailing, or otherwise using a cell phone or other handheld device without utilizing a hands-free device.

### **6.2 Bulletin Boards**

Pikes Peak Respite Services maintains an official bulletin board located in the staff breakroom and employee portal for providing staff members 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 staff members 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.

### **6.3 Computer Security and Copying of Software**

Software programs purchased and provided by Pikes Peak Respite Services are to be used only for creating, researching, and processing materials for Company use. By using Company hardware, software, and networking systems you assume personal responsibility for their use and agree to comply with this policy and other applicable Company policies, as well as city, state, and federal laws and regulations.

All software acquired for or on behalf of the Company or developed by Company staff members or contract personnel on behalf of the Company, is and will be deemed Company property. It is the policy of the Company to respect all computer software rights and to adhere to the terms of all software licenses to which the Company is a party. The CEO is responsible for enforcing these guidelines.

You may not illegally duplicate any licensed software or related documentation. Unauthorized duplication of software may subject you and/or the Company to both civil and criminal penalties under the United States

Copyright Act.

You may not duplicate, copy, or give software to any outsiders including clients, contractors, customers, and others. You may use software on local area networks or on multiple machines only in accordance with applicable license agreements entered into by the Company.

## **6.4 Driving Record**

All staff members required to operate a motor vehicle as part of their employment duties at Pikes Peak Respite Services must maintain a valid driver's license and acceptable driving record. The Company may run a motor vehicle department check to determine your driving record. It is your responsibility to provide a copy of your current driver's license for your personnel file. Any changes in your driving record, including but not limited to driving infractions, must be reported to the Company. Failure to report changes that would disqualify an employee from continuing to operate a motor vehicle may result in disciplinary action, up to and including termination of employment.

State law requires all motorists to carry auto liability insurance. It is against the law to drive without insurance. If you use your own vehicle as a part of your employment duties, you must provide management with a current proof of insurance statement or card. New proof of insurance is required every time your policy expires and renews. Employees who fail to maintain and/or provide proof of insurance are subject to disciplinary action, up to and including termination of employment.

## **6.5 Non-solicitation/Non-distribution Policy**

To avoid disruption of business operations or disturbance of staff members, visitors, and others, Pikes Peak Respite Services has implemented a Non-solicitation/Non-distribution 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 Non-solicitation/Non-distribution Policy.

You are prohibited from soliciting other staff members during your assigned working time. For this purpose, working time means time during which either you or the staff members 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 non-working time, so long as you do so when the other staff members 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, lunchrooms, or parking lots. Electronic distribution of materials is prohibited during work time. Literature that violates the company's equal employment opportunity (EEO) and non-harassment 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 staff members, including the right to discuss terms and conditions of employment.

Violations of this policy should be reported to your Supervisor.

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

You may not use Pikes Peak Respite Services 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 non-working hour use of Company facilities either for business or personal reasons. You are prohibited from using Company facilities during off duty or non-working 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.

## **6.7 Personal Appearance**

Your personal appearance reflects on the reputation, integrity, and public image of Pikes Peak Respite Services. All staff members 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.

Pikes Peak Respite Services has the option for staff to wear Pikes Peak Respite Services T-shirts while working. Closed-toed shoes are a requirement on each shift. No flip flops, no short-shorts, and no mini-skirts.

The Company, in accordance with applicable law, will reasonably accommodate staff members 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.

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

While Pikes Peak Respite Services permits staff members to maintain personal cell phones that has emergency phone capability and texting at all times. Communication is essential, staff must be in contact and answer texts within a reasonable amount of time. On-going issues with no return communication will result in disciplinary actions up to termination. In the event of an emergency, staff must be able to call 911 or proper authorities.

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).

Texting is an important form of communication at Pikes Peak Respite Services, between management and staff and from staff to staff for scheduling purposes. Texting should be limited to business only while on a shift and it is requested for a courteous text back on scheduling questions. As with phone calls, texts will be sent out for scheduling purposes for shifts being requested with 24 hours. Texting can get confusing at times, if for any reason you are confused with what shifts you are working please contact Beverly immediately to review your schedule.

While operating a vehicle on work time, 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.).

## **Recording Devices**

Many cell phones today come with built-in recording capabilities, including cameras and video and audio recording devices. Although these features are fun for personal use, using them in the workplace can lead to violations of privacy and breaches of confidentiality of clients. Therefore, we do not allow staff to use any recording devices, including cameras and the recording capabilities of cell phones, at work. Pikes Peak Respite Services has a form signed by parents if clients are allowed to be photographed and/or videotaped and have that information shared with the public for promotional purposes. Beverly Seemann has the signed forms from parents of clients that are permitted to be photographed. Only with permission from Beverly Seemann will you be allowed to photograph Pikes Peak Respite Services clients.

You are expected to comply with Company policies regarding the protection of confidential and proprietary information when using personal devices. Nothing in this policy is intended to prevent staff members 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 Social Media**

At Pikes Peak Respite Services, 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 staff members 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 staff members 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 staff members 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 staff members from communications regarding wages, hours, or other terms and conditions of employment, or to restrain staff members in exercising any other right protected by law. All staff members have the right to engage in or refrain from such activities.

## **6.10 Personal Data Changes**

It is your obligation to provide Pikes Peak Respite Services 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 log into your PrismHR Employee Self-Service (ESS) portal.

## **6.11 Access to Personnel and Medical Records Files**

Pikes Peak Respite Services maintains separate medical records files and personnel files for all staff members. 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 Human Resources, which is the only department authorized to give out such information.

## **6.12 Security**

All staff members are responsible for helping to make Pikes Peak Respite Services 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 staff members, customers, or guests of the Company. Safety and security is the responsibility of all staff members and we rely on you to help us keep our premises secure.

## **6.13 Third Party Disclosures**

From time to time, Pikes Peak Respite Services may become involved in news stories or potential or actual legal proceedings of various kinds. When that happens, lawyers, former staff members, newspapers, law enforcement agencies, and other outside persons may contact our staff members 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 Beverly Seemann, CEO. If you have any questions about this policy or are not certain what to do when such a contact is made, contact Beverly Seemann, CEO.

## **6.14 Use of Company Technology**

This policy is intended to provide Pikes Peak Respite Services staff members 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:

- Email systems and accounts.
- Internet and intranet access.
- Telephones and voicemail systems, including wired and mobile phones.
- 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, staff members 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 staff members 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.

## **7.0 Benefits**

### **7.1 Employment Classifications**

The Company designates all employees as either exempt or non-exempt in compliance with applicable federal, state, and local law:

- **Exempt Employees.** Exempt employees are generally paid a fixed salary and are not entitled to overtime pay.
- **Non-exempt Employees.** Non-exempt employees are entitled to minimum wage and overtime pay.

The Company also assigns each employee to one of the following categories:

- **Regular Full-Time Employees.** Regular full-time employees are normally scheduled to work at least 30 hours per workweek, except for approved time off. Unless stated otherwise or specifically permitted by law, all the benefits provided to staff members at Pikes Peak Respite Services are for regular full-time staff members only. This includes health insurance, and other benefits coverage.
- **Regular Part-Time Employees.** Regular part-time employees are normally scheduled to work less than 30 hours per workweek. Part-time staff members are not eligible for Pikes Peak Respite Services

benefits unless specified otherwise in this handbook, in the benefit plan summaries, or specifically permitted by law.

You will be informed of your classification, status, and responsibilities at the time of hire and at any time your classification, status, or responsibilities change. If you have a question regarding this information, contact your supervisor or Human Resources. These classifications do not alter your employment at-will status.

## **7.2 Independent Contractor**

Independent Contract is self-employed that is contracted with PPRS to provide services. The earnings of a person who is working as an independent contractor are subject to self-employment tax. Contact your Supervisor for questions.

## **7.3 Health Insurance**

Pikes Peak Respite Services offers group health insurance benefits to all eligible full-time staff members and eligible dependents. Insurance is effective first of the month following 60 days from date of hire. Health plan benefits are described in detail in the Summary Plan Description (SPD), which may be obtained from Human Resources or PrismHR Employee Self-Service (ESS) portal.

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.

## **7.4 Domestic Violence Leave**

Pikes Peak Respite Services will provide staff members who are victims of domestic violence, including sexual abuse, stalking, sexual assault, or any other crime including an act found by a court to be domestic violence, up to three days of paid leave time within a 12-month period.

### Eligibility

You must have been employed with the Company for 12 or more months to be eligible for this leave.

### Use of Leave

You may use leave available under this policy to:

- Seek a civil protection order to prevent domestic abuse.
- Obtain medical care and/or medical health counseling for yourself or your children to address physical or psychological injuries resulting from the act of domestic abuse, stalking, sexual assault, or other crime involving domestic violence.
- Make your home secure from the perpetrator of the crime or seek new housing to escape the perpetrator.
- Seek legal assistance to address issues arising from the crime and attend and prepare for court-related proceedings arising from the act or crime.

### Notice

Except in a case of imminent danger, if you are seeking leave from work under this policy you must provide the Company with advance notice of the leave. In addition, the Company may require you to provide documentation verifying the need for the leave. Confidentiality of the situation will be maintained to the extent possible.

### **Retaliation**

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

## **7.5 Jury Duty Leave**

Pikes Peak Respite Services encourages staff members 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 (3) 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 PTO in place of unpaid leave.

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

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

## **7.6 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 non-working 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.

## **7.7 Paid Time Off (PTO)**

Pikes Peak Respite Services provides eligible employees with paid time off (PTO). PTO may be used for vacation, sick time, or other personal matters.

### **Eligibility**

All Pikes Peak Respite Services Administrative staff are eligible for PTO, beginning at time of hire.

### **Leave Accrual**

PPRS Administrative employees will receive a lump sum of 72 hours of PTO at time of hire, and each year on their anniversary date. The maximum amount of PTO allowed in an employee's PTO bank at any given time is 72 hours. If an employee rolls over the full amount of PTO (72 hours) at their anniversary, they will not receive an additional PTO balance.

### **Leave Usage and Requests for Leave**

PPRS encourages you to use your PTO time. You are eligible to begin using PTO immediately upon hire.

You must request PTO from your Manager as far in advance as possible, but at least two (2) weeks in advance. PPRS will generally grant requests for PTO when possible, taking business needs into consideration.

When multiple employees request the same time off, the priority in determining approval of PTO is on a first come first serve basis and then seniority.

In the event of an unexpected absence, you must provide a minimum of four (4) hours' notice to your Manager before the start of your shift.

### During a Leave of Absence

PPRS may require you to use any unused PTO during disability or family medical leave, or any other leave of absence, where permissible under local, state, and federal law.

### Carryover

Unused PTO up to a total 72 hours may be carried over at the employee's anniversary date.

### Separation of Employment

Upon separation of employment, all accrued, but unused PTO hours will be paid out.

## **7.8 Paid Sick Leave (Administrative Staff)**

Pikes Peak Respite Services provides eligible employees who work in Colorado paid sick leave in accordance with the Healthy Families and Workplaces Act (HFWA):

### ***Eligibility***

Pikes Peak Respite Services Administrative staff.

### ***Accrual & Cap***

Administrative staff will be provided a lump sum of 48 hours of paid sick leave upon date of hire, and on each subsequent anniversary date. If an employee rolls over the full amount of paid sick leave (48 hours) at their anniversary, they will not receive an additional paid sick leave balance.

Employees may use a maximum of 48 hours of sick leave per year and may carry over up to 48 hours of unused paid sick leave to the following year; however, employees may still only use a maximum of 48 hours of sick leave in any given year.

### **Use & Permitted Purposes**

Administrative staff may use up to 48 hours of accrued sick leave per calendar year for themselves or a family member for the following permitted purposes:

- 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:
  - 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;
  - Obtain services from a victim services organization;
  - Obtain mental health or other counseling;
  - Seek relocation due to the domestic abuse, sexual assault, or harassment; or
  - 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:
  - Your place of business; or
  - 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.

### ***During a Leave of Absence***

Company may require you to use any unused sick leave during disability or family medical leave, or any other leave of absence, where permissible under local, state, and federal law.

You will not accrue sick leave during unpaid leaves of absence, or other periods of inactive service, unless sick leave accrual is required by applicable federal, state, or local law.

### ***Compensation***

You will be compensated for sick leave at the same rate and with the same benefits, including health benefits, as you normally earn during hours worked, not including overtime, bonuses, or holiday pay. In no instance will this be less than the applicable minimum wage.

### ***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 (4) 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.

Documentation is not required for Public Health Emergency Leave requests.

### ***Interaction with Other Leave***

Paid sick leave used for sick purposes 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 PTO Leave upon Rehire***

The Company will reinstate previously accrued, unused sick leave if you separate and are rehired within six (6) months.

### ***Separation of Employment***

Upon separation of employment for any reason, you will not be paid for any unused sick leave when your employment ends.

### ***Retaliation***

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

## **7.9 Paid Sick Leave (Direct Support Professionals)**

Pikes Peak Respite Services provides all staff who work in Colorado paid sick leave in accordance with the Healthy Families and Workplaces Act (HFWA):

### ***Eligibility***

Pikes Peak Respite Services Direct Support Professional staff, which may include:

- Non-Exempt Regular Full-Time – paid on a salary basis
- Non-Exempt Part-Time, Introductory, Temporary, Casual – paid on an hourly basis

### ***Accrual & Cap***

Direct Support Professional staff earn one (1) hour of paid sick leave per every 30 hours worked at their regular rate of pay up to a maximum of 48 hours accrued per year. Staff who are overtime-exempt accrue paid sick leave based on the assumption that they work 40 hours per week. Accrual begins upon hire and may be used as it is accrued. Accrual is capped at 48 hours per calendar year, meaning once you accrue a total of 48 sick leave hours, accrual will stop. Staff may use a maximum of 48 accrued hours per calendar. You may not use more sick leave than you have accrued and may not receive an advance of paid sick leave.

### ***Use & Permitted Purposes***

Staff may use up to 48 hours of accrued sick leave per calendar year for themselves or a family member for the following permitted purposes:

- 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:
  - 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;
  - Obtain services from a victim services organization;
  - Obtain mental health or other counseling;
  - Seek relocation due to the domestic abuse, sexual assault, or harassment; or
  - 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:
  - Your place of business; or
  - 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.

### ***During a Leave of Absence***

Company may require you to use any unused sick leave during disability or family medical leave, or any other leave of absence, where permissible under local, state, and federal law.

You will not accrue sick leave during unpaid leaves of absence, or other periods of inactive service, unless sick leave accrual is required by applicable federal, state, or local law.

### ***Compensation***

You will be compensated for sick leave at the same rate and with the same benefits, including health benefits, as you normally earn during hours worked, not including overtime, bonuses, or holiday pay. In no instance will this be less than the applicable minimum wage.

### ***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 (4) 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.

Documentation is not required for Public Health Emergency Leave requests.

### ***Interaction with Other Leave***

Paid sick leave used for sick purposes 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 PTO Leave upon Rehire***

The Company will reinstate previously accrued, unused sick leave if you separate and are rehired within six (6) months.

## ***Separation of Employment***

Upon separation of employment for any reason, you will not be paid for any unused sick leave when your employment ends.

## ***Retaliation***

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

## **7.10 Paid Public Health Emergency Leave**

In addition to the paid sick leave provided under the Sick and Annual Leave Policy, Pikes Peak Respite Services will provide you with paid public health emergency leave, in accordance with the Colorado Healthy Families and Workplaces Act (HFWA), 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:

- 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;
- To seek diagnosis, treatment, or care (including preventive care) of such illness;
- Exclusion from work by a government health official, or by your employer, due to your exposure to, or symptoms of, such illness;
- Inability to work due to a health condition that may increase your susceptibility or risk of such illness; or
- 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 (4) 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 Pikes Peak Respite Services 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. Pikes Peak Respite Services will not retaliate against employees who request or take leave in accordance with this policy.

## **7.11 Personal Leave of Absence**

Pikes Peak Respite Services 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

All staff members employed for at least 90 days are eligible to apply for an unpaid personal leave of absence.

### Requesting Leave

Requests for unpaid personal leave must be submitted to Human Resources in writing at least 30 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.

Paid Sick Leave will not accrue during an unpaid personal leave of absence.

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

### Benefits While on Leave

Your Company-provided benefits will be continued at the same level and under the same conditions as prior to the leave, for up to 30 days. You are responsible for payment of your portion of the insurance premium while on personal leave.

If you are on a personal leave of absence that exceeds six (6) weeks, or 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 2 weeks 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, Beverly Seemann 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 Unemployment Compensation Insurance**

Unemployment compensation insurance is paid for by Pikes Peak Respite Services and provides temporary income for staff members 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.

## **7.13 Workers' Compensation Insurance**

Workers' compensation is a no-fault system designed to provide benefits to all staff members 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 Pikes Peak Respite Services, 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 and may result in disciplinary action, up to and including termination of employment.

Employees who are injured on the job will be required to comply with post-accident drug and alcohol testing.

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 Pikes Peak Respite Services staff members 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 Family and Medical Leave (FMLA)**

In accordance with the Family and Medical Leave Act of 1993 (FMLA), Pikes Peak Respite Services provides up to 12 or 26 weeks of unpaid, job-protected leave in a 12-month period to covered employees in certain circumstances.

## Eligibility

To qualify for FMLA leave, you must:

1. Have been employed with the Company for at least 12 months, although it need not be consecutive;
2. Worked at least 1,250 hours in the last 12 months; and
3. Be employed at a worksite that has 50 or more employees within 75 miles.

## Leave Entitlement

You may take up to 12 weeks of unpaid FMLA leave in a 12-month period for any of the following reasons:

- The birth of a child and in order to care for that child (leave must be completed within one year of the child's birth);
- The placement of a child with you for adoption or foster care and in order to care for the newly placed child (leave must be completed within one year of the child's placement);
- To care for a spouse, child, or parent with a serious health condition;
- To care for your own serious health condition, which makes you unable to perform any of the essential functions of your position; or
- A qualifying exigency of a spouse, child, or parent who is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty).

The 12-month period is the 12-month period measured forward – 12-month period measured forward from the first date an employee takes FMLA leave. The next 12-month period would begin the first time FMLA leave is taken after completion of the prior 12-month period; or

- For example, Lucia's FMLA leave begins on November 6, 2012 so her 12-month period is November 6, 2012 through November 5, 2013.

You may take up to 26 weeks of unpaid FMLA leave in a single 12-month period, beginning on the first day that you take FMLA leave to care for a spouse, child, or next of kin who is a covered service member and who has a serious injury or illness related to active duty service.

As used in the policy:

- **Spouse** means a husband or wife as recognized under state law for the purposes of marriage in the state or other territory or country where the marriage took place.
- **Child** means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18 or age 18 or older and incapable of self-care because of a mental or physical disability at the time FMLA leave is to commence. A child for the purposes of military exigency or military care leave can be of any age.
- **Parent** means a biological, adoptive, step, or foster parent or any other individual who stood in loco parentis to you when you were a child.
- **Next of kin** for the purposes of military care leave is a blood relative other than a spouse, parent, or child in the following order: brothers and sisters, grandparents, aunts, and uncles, and first cousins. If a military service member designates in writing another blood relative as his or her caregiver, that individual will be the only next of kin. In appropriate circumstances, you may be required to provide documentation of next of kin status.
- **Serious health condition** means an illness, injury, impairment, or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider. Ordinarily, unless complications arise, cosmetic treatments and minor conditions such as the cold, flu, earaches, upset stomach, minor ulcers, headaches (other than migraines), and routine dental problems are examples of conditions that are not serious health conditions under this policy. If you have any questions about the types of conditions that may qualify, contact Human Resources.

- **Health care provider** means a medical doctor or doctor of osteopathy, physician assistant, podiatrist, dentist, clinical psychologist, optometrist, nurse practitioner, nurse-midwife, clinical social worker, or Christian Science practitioner licensed by the First Church of Christ. Under limited circumstances, a chiropractor or other provider recognized by our group health plan for the purposes of certifying a claim for benefits may also be considered a health care provider.
- **Qualifying exigencies** for military exigency leave include:
  - Short-notice call-ups/deployments of seven days or less (**Note:** Leave for this exigency is available for up to seven days beginning the date of call-up notice);
  - Attending official ceremonies, programs, or military events;
  - Special childcare needs created by a military call-up including making alternative childcare arrangements, handling urgent and nonroutine childcare situations, arranging for school transfers, or attending school or daycare meetings;
  - Making financial and legal arrangements;
  - Attending counseling sessions for yourself, the military service member, or the military service members' son or daughter who is under 18 years of age or is 18 or older but incapable of self-care because of a mental or physical disability;
  - Rest and recuperation (**Note:** Fifteen days of leave is available for this exigency per event);
  - Post-deployment activities such as arrival ceremonies, re-integration briefings, and other official ceremonies sponsored by the military (**Note:** Leave for these events are available for 90 days following the termination of active duty status). This type of leave may also be taken to address circumstances arising from the death of a covered military member while on active duty;
  - Parental care when the military family member is needed to care for a parent who is incapable of self-care (such as arranging for alternative care or transfer to a care facility); and
  - Other exigencies that arise that are agreed to by both the Company and you.
- A **serious injury/illness** incurred by a service member in the line of active duty or that is exacerbated by active duty is any injury or illness that renders the service member unfit to perform the duties of his or her office, grade, rank, or rating.

### Notice and Leave Request Process

If the need for leave is foreseeable because of an expected birth/adoption or planned medical treatment, you must give at least 30 days' notice. If 30 days' notice is not possible, give notice as soon as practicable (within one or two business days of learning of your need for leave). Failure to provide appropriate notice may result in the delay or denial of leave.

In addition, if you are seeking intermittent or reduced schedule leave that is foreseeable due to planned medical treatment or a series of treatments for yourself, a family member, or covered service member, you must consult with the Company first regarding the dates of this treatment to work out a schedule that best suits your needs or the needs of the covered military member, if applicable, and the Company.

If the need for leave is unforeseeable, provide notice as soon as possible. Normal call-in procedures apply to all absences from work, including those for which leave under this policy may be requested. Failure to provide appropriate notice may result in the delay or denial of leave.

### **Certification of Need for Leave**

If you are requesting leave because of your own or a covered relative's serious health condition, you and the relevant health care provider must supply appropriate medical certification. You may obtain Medical Certification forms from Human Resources. When you request leave, the Company will notify you of the requirement for medical certification and when it is due (at least 15 days after you request leave). If you provide at least 30 days' notice of medical leave, you should also provide the medical certification before leave begins. Failure to provide requested medical certification in a timely manner may result in denial of FMLA-covered leave until it is provided.

At our expense, the Company may require an examination by a second health care provider designated by us.

If the second health care provider's opinion conflicts with the original medical certification, we, at our expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. Subsequent medical recertification may also be required. Failure to provide requested certification within 15 days, when practicable, may result in delay of further leave until it is provided.

The Company also reserves the right to require certification from a covered military member's health care provider if you are requesting military caregiver leave and certification in connection with military exigency leave.

### Call-In Procedures

In all instances of absence, the call-in procedures and standards established for giving notice of absence from work must be followed.

### **Leave Increments**

#### Intermittent Leave

If medically necessary and approved by Pikes Peak Respite Services, FMLA leave for a serious health condition may be taken intermittently (in separate blocks of time due to a serious health condition) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or workday). FMLA leave may also be taken intermittently or on a reduced leave schedule for a qualifying exigency relating to covered military service.

As FMLA leave is unpaid, the Company will reduce your salary based on the amount of time actually worked. In addition, while you are on an intermittent or reduced schedule leave that is foreseeable due to planned medical treatments, the Company may temporarily transfer you to an available alternative position that better accommodates your leave schedule and has equivalent pay and benefits.

#### Parental Leave

Leave for the birth or placement of a child must be taken in a single block and cannot be taken on an intermittent or reduced schedule basis. Parental leave must be completed within 12 months of the birth or placement of the child; however, you may use parental leave before the placement of an adopted or foster child to consult with attorneys, appear in court, attend counseling sessions, etc.

#### Family Care, Personal Medical, Military Exigency, and Military Care Leave

Leave taken for these reasons may be taken in a block or blocks of time. In addition, if a health care provider deems it necessary or if the nature of a qualifying exigency requires, leave for these reasons can be taken on an intermittent or reduced-schedule basis.

#### Paid Leave Utilization During FMLA Leave

FMLA leave is unpaid; however, you will be required to substitute any accrued and unused paid leave including paid time off or sick days for unpaid FMLA leave as permitted by law.

Your FMLA leave runs concurrently with other types of leave, such as accrued paid leave that is substituted for unpaid FMLA leave and any state family leave laws, to the extent allowed by state law. The substitution of paid leave for unpaid FMLA leave does not extend the 12 or 26 weeks (whichever is applicable) of FMLA leave. In addition, the substitution of paid leave for unpaid leave may not result in your receipt of more than 100 percent of your salary.

If you are receiving short- or long-term disability or workers' compensation benefits during a personal medical leave, you will not be required to utilize accrued paid leave. However, where state law permits, you may elect to use accrued paid leave to supplement these benefits.

### *Fitness for Duty Requirements*

If you take leave because of your own serious health condition (except if you are taking intermittent leave), you are required, as are all employees returning from other types of medical leave, to provide medical certification that you are fit to resume work. You will not be permitted to resume work until it is provided.

### *Health Insurance*

Your health insurance coverage will be maintained by the Company during leave on the same basis as if you were still working. You must continue to make timely payments of your share of the premiums for such coverage. Failure to pay premiums within 30 days of when they are due may result in a lapse of coverage. If this occurs, you will be notified 15 days before the date coverage will lapse that coverage will terminate unless payments are promptly made.

Alternatively, at our option, the Company may pay your share of the premiums during the leave and recover the costs of this insurance upon your return to work. Coverage that lapses due to nonpayment of premiums will be reinstated immediately upon return to work without a waiting period. Under most circumstances, if you do not return to work at the end of leave, the Company may require reimbursement for the health insurance premiums paid during the leave.

### *Reinstatement*

Upon returning to work at the end of leave, you will generally be placed in your original job or an equivalent job with equivalent pay and benefits. You will not lose any benefits that accrued before leave was taken.

### *Spouse Aggregation*

If you and your spouse are both employed by the Company, the total number of weeks to which you are both entitled in the aggregate because of the birth or placement of a child or to care for a parent with a serious health condition will be limited to 12 weeks per leave year. Similarly, spouses employed by the Company will be limited to a combined total of 26 weeks of leave to care for a military service member. This 26-week leave period will be reduced, however, by the amount of leave taken for other qualifying FMLA events. This type of leave aggregation does not apply to leave needed for your own serious health condition, to care for a spouse or child with a serious health condition, or because of a qualifying exigency.

### *Failure to Return*

If you fail to return to work or fail to make a request for an extension of leave prior to the expiration of the leave, you will be deemed to have voluntarily terminated your employment. The Company is not required to grant requests for open-ended leaves with no reasonable return date under these policies or as disability accommodations.

### *Alternative Employment*

While on 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.

### *Interaction with State and Local Laws*

Where state or local family and medical leave laws offer more protections or benefits to employees, the protections or benefits that are more favorable to the employee, as provided by these laws, will apply.

### *Abuse of Leave*

If you are found to have provided a false reason for a leave, you will be subject to disciplinary action up to and including termination.

### Designation of Leave

If the Company becomes aware of any qualifying reason for FMLA leave, the Company will designate it as such. An employee may not refuse FMLA designation under this policy.

### Retaliation

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

## **7.16 Military Leave (USERRA)**

Pikes Peak Respite Services 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 Beverly Seemann, CEO. 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 Beverly Seemann, CEO or Human Resources.

## **7.17 Colorado Family and Medical Leave Insurance (FAMLI) Policy**

Colorado voters approved Proposition 118 in November 2020, paving the way for a state-run paid Family and Medical Leave Insurance (FAMLI) program. FAMLI supports both employees and businesses alike by protecting and supporting them when certain life events happen.

Starting in January 2024, most Colorado workers will be able to apply for FAMLI leave benefits to help them get through the following circumstances:

- Caring for a new child during the first year after the birth, adoption, or foster care placement of that child.
- Caring for a family member with a serious health condition.
- Caring for your own serious health condition.
- Making arrangements for a family member's military deployment.
- Obtaining safe housing, care, and/or legal assistance in response to intimate partner violence, stalking, sexual assault, or sexual abuse.

### Eligibility

Starting in 2024, paid family and medical leave benefits will be available to most Colorado workers who have earned \$2,500 over the previous year for work performed in Colorado. You don't have to work for your employer a minimum amount of time in order to qualify for paid family and medical leave benefits.

Covered employees are entitled to up to 12 weeks of paid family and medical leave per year. Individuals with serious health conditions caused by pregnancy complications or childbirth complications may be entitled to up to four (4) more weeks of paid leave per year for a total of 16 weeks. FAMLI leave may be taken continuously, intermittently, or in the form of a reduced work schedule.

### Payroll Deductions

The FAMLI program is funded through premiums paid by both workers and employers (depending on how many employees the business has). The portion paid by workers will be made through a simple payroll deduction facilitated by your employer. You will see a FAMLI deduction coming out of your paychecks starting in January 2023.

- The employee share of FAMLI premiums is set at 0.45% of employee wages through the end of 2024.
- For every \$100.00 an employee makes, an employer may deduct up to \$0.45. For someone making \$45,000/year that's a deduction of less than \$8 per bi-weekly paycheck.

To see what your estimated deduction will be, check out the premium and benefit calculator on [www.famli.colorado.gov](http://www.famli.colorado.gov).

### *Benefit Amounts*

FAMLI wage replacement benefits will be paid at a rate of up to 90% of the employee's average weekly wage with lower wage earners receiving a higher percentage. Benefits are calculated on a sliding scale using the individual's average weekly wage from the previous five (5) calendar quarters in relation to the average weekly wage for the state of Colorado and may increase over time. Benefits are capped at \$1,100 per week. You can estimate your potential benefits by using the calculator available at [www.famli.colorado.gov](http://www.famli.colorado.gov).

### *Applying for FAMLI Benefits*

Individuals or their designated representatives can apply for FAMLI benefits by submitting an application directly to the FAMLI Division, along with other required documents that support the need for leave.

Applications may be submitted in advance when the need for qualified leave is foreseeable. When the need for leave is foreseeable, individuals must provide 30 days' notice prior to the start of their planned leave to their employer when practicable. When the need for leave is unforeseeable, individuals have up to 30 days after the leave has begun to apply for FAMLI benefits.

Approved applications will be paid by the FAMLI Division within two (2) weeks after the claim is properly filed, and every two (2) weeks thereafter for the extent of the approved leave.

Employees can appeal claim determinations to the FAMLI Division. Individuals who attempt to defraud the FAMLI program may be disqualified from receiving benefits.

### *Employee Rights and Protections*

Eligible Colorado workers have the right to take FAMLI leave for covered circumstances at any point in their employment.

Once you have worked for the same employer for at least 180 days (about six (6) months), your job is protected under the law. That means you're entitled to return to the same position, or an equivalent position, when your leave ends. You can still take FAMLI leave before you meet that 180 day threshold, but your employer is not required to keep your job for you when your leave is over. As long as you

are eligible and qualify to use paid leave, your employer cannot prevent you from taking leave, and cannot penalize you for taking paid leave.

You are also entitled to the same healthcare benefits while you are on FAMLI leave, but you also remain responsible for paying for those benefits in the same amounts as before the leave began.

### *Additional Information*

FAMLI leave is designed to run concurrently with the federal FMLA. If FAMLI leave is used for a reason that also qualifies as leave under FMLA, then the leave may also count as FMLA leave used.



Employees may choose to use sick leave or other employer-provided paid time off before using FAMLI benefits, but they are not required to do so. As long as mutually agreed upon in writing with your employer, you may supplement your FAMLI benefit payments with sick leave or other paid time off in order to receive full wage replacement.

### Definitions

#### Covered Individuals

A Colorado worker can be a Covered Individual once they have earned at least \$2,500 in wages subject to premiums within the State, over a period of roughly a year in either the employee's base period or alternative base period.

The FAMLI base period is the first four (4) of the last five (5) completed calendar quarters immediately preceding the first day of the individual's benefit year, and the alternative base period is the last four (4) completed calendar quarters immediately preceding the benefit year. Reference: §8-13.3-503 (3) C.R.S.

#### Caring for a New Child

Caring, bonding, and providing the basic needs of a child that is under the age of 18 and sometimes up to the age of 21 if still under jurisdiction of the juvenile court. The FAMLI benefit can be used once during the fostering and adopting of the same child. When using leave to "care for a new child," benefits are limited to parents and individuals standing in loco parentis to the child.

#### Employee

Any individual, including a migratory laborer, performing labor or services for the benefit of another, irrespective of whether the common-law relationship of master and servant exists. The FAMLI Act's definition of "employee" includes a two-prong exception. If a person is both primarily free from control in the performance of their work, and that work is part of their independent profession or trade, then that person is not an employee under the FAMLI Act, and payments to them would not be subject to premiums. Reference: §8-13.3-503 (7) C.R.S.

#### Family Members

A covered individual's child, parent, spouse, domestic partner, grandparent, grandchild, sibling, or someone with whom they have a significant personal bond as described in detail in §8-13.3-503 (11) C.R.S. Understanding that families are not always traditional, the Division will determine familial relationships by looking to the totality of the circumstances by weighing non-dispositive factors including but not limited to:

- shared financial responsibilities
- emergency contact designations
- expectation of care created by the relationship
- cohabitation and geographical proximity
- Serious Health Conditions

An illness, injury, impairment, pregnancy, recovery from childbirth, or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility, or continuing treatment by a health care provider. Reference: §8-13.3-503 (19) C.R.S.

#### Qualifying Exigency Leave

Leave based on a need arising out of a covered individual's family member's active duty service or notice of an impending call or order to active duty in the armed forces. This type of leave includes things like providing for the care or other needs of the military member's child or other family member, making financial or legal arrangements for the military member, attending counseling, attending military events or ceremonies, spending

time with the military member during a rest and recuperation leave or following return from deployment, or making arrangements following the death of the military member.

### Safe Leave

“Safe leave” means any leave needed because the covered individual or the covered individual’s family member is the victim of domestic violence, the victim of stalking, or the victim of sexual assault or abuse as described in 16-11.7-102(3). Individuals applying for “safe leave” to address the needs in response to domestic violence, stalking, sexual assault, or sexual abuse do not need to initially prove that they are a victim of a violent circumstance. Benefits may be awarded based on the victim’s good-faith attestation that the need for leave satisfies the elements of the offense. References: 16-11.7-102(3) C.R.S., §18-3-402 C.R.S. and §8-13-3-503(20) C.R.S.

## **8.0 Safety and Loss Prevention**

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

Pikes Peak Respite Services 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 staff members from engaging in the following activities when they are on duty, 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 staff members 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 Workplace Smoking**

Pikes Peak Respite Services is concerned about the effect that smoking and secondhand smoke inhalation can have on its staff members and clients. Smoking in the office, client areas, and restrooms is prohibited.

### **8.3 Face Masks in the Workplace**

Pikes Peak Respite Services is committed to maintaining a safe and healthy workplace. We have implemented this policy to protect you, your coworkers, and your families from the spread of COVID-19.

#### Background

The Centers for Disease Control and Prevention (CDC), the Occupational Safety and Health Administration (OSHA), and the World Health Organization (WHO) have found that wearing face masks can help prevent the spread of COVID-19, especially when social or physical distancing cannot be accomplished and in areas of significant community spread. This is especially true for individuals who are not fully vaccinated and individuals with immunocompromising conditions who remain at risk for COVID-19 infection after vaccination.

#### Mask Use

You are required to wear a face mask when:

- If you are not vaccinated fully for COVID or influenza.
- Meeting in person with customers, clients, or vendors, wherever located upon their request.
- Other situation covered by state or local order.

#### Acceptable Face Masks

You may use your own disposable or reusable cloth face mask if it complies with the CDC recommendation. Based on current guidance, any cloth face mask must:

- Completely cover the nose and mouth.
- Fit snugly against the sides of the face and not have any gaps.
- Be secured with ties or ear loops.
- Be made of tightly woven fabric, such as cotton or cotton blends.
- Include multiple layers of fabric.
- Allow for breathing without restriction, but not contain any exhalation valves or vents.
- Be capable of being laundered and machine dried without damage or change to its shape.

Face masks may not contain any offensive, political, harassing, or discriminatory words, terms, logos, pictures, cartoons, slogans, writing, or images and must comply with the Company's EEO Statement and non-harassment Policy.

#### Disclaimer of Restrictions on Employee Rights

This policy is not intended to restrict communications or actions protected or required by state or federal law.

#### Accommodation Requests

If you require an accommodation regarding this policy for reasons based on religion, disability, or other grounds protected by federal, state, or local laws, contact Beverly Seemann or Human Resources.

You may request the accommodation orally or in writing. You should include all relevant information, including:

- A description of the accommodation requested.
- The reason for the accommodation.

The Company will engage in an interactive dialogue with you to determine the precise limitations of your ability to comply with this face mask policy and explore potential reasonable accommodations that could overcome those limitations. You are encouraged to suggest specific reasonable accommodations. However, the Company is not required to make the specific accommodation requested and may provide an alternative

effective accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Company.

#### Modification of Policy

The Company reserves the right to modify this policy at any time in its sole discretion to adapt to changing circumstances and business needs, consistent with its commitment to maintaining a safe and healthy workplace.

Due to the rapidly evolving medical information surrounding COVID-19, if at any time applicable local, state, or federal masking requirements conflict with this policy, staff members are expected to comply with the more stringent requirement.

#### Reporting Violations

If you witness or become aware of any staff members or other individuals violating this policy, report them to Beverly Seemann or Human Resources.

#### Enforcement

Failure to comply with this policy may result in discipline, up to and including termination of employment.

#### Retaliation

The Company prohibits any form of discipline, reprisal, intimidation, or retaliation against staff members who report violations in accordance with this policy.

### **8.4 General Safety**

It is the responsibility of all Pikes Peak Respite Services staff members 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.

### **8.5 Infectious Disease Control Policy**

Pikes Peak Respite Services will take proactive steps to protect the workplace in the event of an infectious disease outbreak. It is the goal of Pikes Peak Respite Services during any such time period to strive to operate effectively and ensure that all essential services are continuously provided and that employees are safe within the workplace.

The Company is committed to providing authoritative information about the nature and spread of infectious diseases, including symptoms and signs to watch for, as well as required steps to be taken in the event of an illness or outbreak.

#### **Preventing the Spread of Infection in the Workplace**

Pikes Peak Respite Services will ensure a clean workplace, including the regular cleaning of objects and areas that are frequently used, such as bathrooms, break rooms, conference rooms, door handles and railings.

We ask all employees to cooperate in taking steps to reduce the transmission of infectious disease in the workplace. The best strategy remains the most obvious—frequent hand washing with warm, soapy water; covering your mouth whenever you sneeze or cough; and discarding used tissues in wastebaskets. We will also install alcohol-based hand sanitizers throughout the workplace and in common areas.

Unless otherwise notified, our normal attendance and leave policies will remain in place. Individuals who believe they may face particular challenges reporting to work during an infectious disease outbreak should take steps to develop any necessary contingency plans. For example, employees might want to arrange for alternative sources of childcare should schools close and/or speak with supervisors about the potential to work from home temporarily or on an alternative work schedule.

### **Limiting Travel**

All nonessential travel should be avoided until further notice. Employees who travel as an essential part of their job should consult with management on appropriate actions. Business-related travel outside the United States will not be authorized until further notice.

Employees should avoid crowded public transportation when possible. Alternative scheduling options, ride-share resources and/or parking assistance will be provided on a case-by-case basis. Contact human resources for more information.

### **Staying Home When Ill**

Many times, with the best of intentions, employees report to work even though they feel ill. During an infectious disease outbreak, it is critical that employees do not report to work while they are ill and/or experiencing the following symptoms: Examples include fever, cough, sore throat, runny or stuffy nose, body aches, headache, chills, and fatigue. You should also notify your immediate supervisor if you have come into contact with someone who is ill with an infectious disease before reporting to work.

*Currently, the Centers for Disease Control and Prevention recommends that people with an infectious illness such as the flu remain at home until at least 24 hours after they are free of fever (100 degrees F or 37.8 degrees C) or signs of a fever without the use of fever-reducing medications. Employees who report to work ill will be sent home in accordance with these health guidelines.*

### **Requests for Medical Information and/or Documentation**

If you are out sick or show symptoms of being ill, it may become necessary to request information from you and/or your health care provider. In general, we would request medical information to confirm your need to be absent, to show whether and how an absence relates to the infection, and to know that it is appropriate for you to return to work. As always, we expect and appreciate your cooperation if and when medical information is sought.

### **Confidentiality of Medical Information**

Our policy is to treat any medical information as a confidential medical record. In furtherance of this policy, any disclosure of medical information is in limited circumstances with supervisors, managers, first aid and safety personnel, and government officials as required by law.

### **Social Distancing Guidelines for Workplace Infectious Disease Outbreaks**

In the event of an infectious disease outbreak, Pikes Peak Respite Services may implement the following social distancing guidelines to minimize the spread of the disease among the staff.

*During the workday, employees are requested to:*

1. Avoid meeting people face-to-face. Employees are encouraged to use the telephone, online conferencing, e-mail, or instant messaging to conduct business as much as possible, even when participants are in the same building.
2. If a face-to-face meeting is unavoidable, minimize the meeting time, choose a large meeting room and sit at least one yard from each other if possible; avoid person-to-person contact such as shaking hands.
3. Avoid any unnecessary travel and cancel or postpone nonessential meetings, gatherings, workshops and training sessions.
4. Do not congregate in work rooms, pantries, copier rooms or other areas where people socialize.

5. Bring lunch and eat at your desk or away from others (avoid lunchrooms and crowded restaurants).
6. Encourage members and others to request information and orders via phone and e-mail to minimize person-to-person contact. Have the orders, materials, and information ready for fast pick-up or delivery.

#### *Outside activities*

Employees might be encouraged to the extent possible to:

1. Avoid public transportation (walk, cycle, drive a car) or go early or late to avoid rush-hour crowding on public transportation.
2. Avoid recreational or other leisure classes, meetings, activities, etc., where employees might come into contact with contagious people.

## **8.6 Workplace Violence**

As the safety and security of our staff members, vendors, contractors, and the general public is in the best interests of Pikes Peak Respite Services, we are committed to working with our staff members 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, staff members, 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, Beverly Seemann, or Human Resources 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.

## 8.7 Colorado Workplace Public Health Rights Notice



**COLORADO**  
Department of  
Labor and Employment

**Colorado Workplace Public Health Rights Poster:**  
**PAID LEAVE, WHISTLEBLOWING, & PROTECTIVE EQUIPMENT**

*Updated June 1, 2022; may be updated annually;*  
*up-to-date poster available each mid-December*

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**THE HEALTHY FAMILIES & WORKPLACES ACT (“HFWA”): Paid Leave Rights**  
**Coverage: All Colorado employers, of any size, must provide paid leave**

- All employees earn 1 hour of paid leave per 30 hours worked (“accrued leave”), up to 48 hours a year.
- Up to 80 hours of supplemental leave applies in a public health emergency (PHE), until 4 weeks after the PHE ends.\*
- Employees are required to be paid their regular pay rate during leave, and the employer must continue their benefits.
- Up to 48 hours of unused accrued leave carries over for use during the next year.
- For details on specific situations (irregular hours, non-hourly pay, etc.), see Wage Protection Rule 3.5, 7 CCR 1103-7.

**Employees can use accrued leave for the following safety or health needs:**

- a mental or physical illness, injury, or health condition that prevents work, including diagnosis or preventive care;
- domestic abuse, sexual assault, or criminal harassment leading to health, relocation, legal, or other services needs;
- caring for a family member experiencing a condition described in category (1) or (2); or
- in a PHE, a public official closed the workplace, or the school or place of care of the employee’s child.

**In a public health emergency (PHE), employees can use supplemental PHE leave for the following needs\*:**

- self-isolating or work exclusion due to exposure, symptoms, or diagnosis of the communicable illness in the PHE;
- seeking a diagnosis, treatment, or care (including preventive care) of such an illness;
- being unable to work due to a health condition that may increase susceptibility to or risk of such an illness; or
- caring for a child or other family in category (1)-(3), or whose school or child care is unavailable due to the PHE.

During a PHE, employees still earn up to 48 hours of accrued leave and may use supplemental leave before accrued leave.

**Employer Policies (Notice; Documentation; Incremental Use; Privacy; and Paid Leave Records)**

- Written notice and posters.** Employers must (1) provide notice to new employees no later than other onboarding documents/policies; and (2) display updated posters, and provide updated notices to current employees, by end of year.
- Notice for “foreseeable” leave.** Employers may adopt “reasonable procedures” in writing as to how employees should provide notice if they require “foreseeable” leave, but **cannot deny paid leave** for noncompliance with such a policy.
- An employer can require documentation to show that accrued leave was for a qualifying reason only if leave was or four or more consecutive work days** (i.e. days when an employee would have worked, not calendar days).
- Documentation is not required to take accrued leave**, but can be required as soon as an employee returns to work or separates from work (whichever is sooner). **No documentation can be required for PHE leave.**
- To document leave for an employee’s (or an employee’s family member’s) health-related need**, an employer may provide: (1) a document from a health or social services provider if services were received and a document can be obtained in reasonable time and without added expense; **otherwise** (2) the employee’s 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 employer may provide: a document or writing under (1) above (e.g. from a provider of legal or shelter services) or (2) above, or a legal document (e.g., a restraining order or police report).
- If an employer reasonably deems an employee’s documentation deficient**, the employer must: (A) notify the employee within seven days of either receiving the documentation or the employee’s return to work or separation (whichever is sooner), and (B) give the employee at least seven days to cure the deficiency.

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**PROTECTED HEALTH/SAFETY EXPRESSION & WHISTLEBLOWING (“PHEW”):  
Worker Rights to Express Workplace Health/Safety Concerns & Use Protective Equipment**  
**Coverage: All Employers and Employees, Plus Certain Independent Contractors**

- PHEW covers not just “employers” and “employees,” but all “principals” (an employer or a business with at least 5 independent contractors) and “workers” (employees or independent contractors working for a “principal”).
- Worker Rights to Oppose Workplace Health/Safety Violations:**
  - It is unlawful to **retaliate against, or interfere with**, the following acts:
    - 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 a significant workplace health or safety threat;
    - opposing or testifying, assisting, or participating** in an investigation or proceeding about retaliation for, or interference with, the above-listed conduct.
  - A principal need not address a worker’s PHEW-related concern, but it still cannot fire or take other **action against** the worker for raising such a concern, as long as the concern was reasonable and in good-faith.
- Workers’ Rights to Use Their Own Personal Protective Equipment (“PPE”):**
  - A worker must be allowed to **voluntarily wear their own PPE** (mask, faceguard, gloves, etc.) if the PPE (1) provides **more protection** than equipment provided at the workplace, (2) is **recommended** by a government health agency (federal, state, or local), and (3) does not make the worker **unable to do the job**.

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**COMPLAINT RIGHTS (under both HFWA & PHEW)**

- Report violations to the Division as complaints or anonymous tips, or file in court after exhausting pre-lawsuit remedies.

This Poster summarizes three Colorado workplace public health laws: SB 20-205 (paid leave), HB 20-1415 & SB 22-097 (healthy and safety whistleblowing). It does not cover other health or safety laws, rules, and orders, including under the federal Occupational Safety and Health Act (OSHA), from the Colorado Department of Public Health and Environment (CDPHE), or from local public health agencies. Contact those agencies for such health and safety information.

**This poster must be displayed where easily accessible to workers, shared with remote workers, provided in other languages as needed, and replaced with any annually updated versions.**

**This Poster is a summary and cannot be relied on as complete labor law information. For all rules, fact sheets, translations, questions, or complaints, or for the status of the public health emergency (\*a qualifying emergency remains in effect as of June 2022), contact:**

**DIVISION OF LABOR STANDARDS & STATISTICS, ColoradoLaborLaw.gov, cdle\_labor\_standards@state.co.us, 303-318-8441 / 888-390-7936.**

## 9.0 Trade Secrets and Inventions

### 9.1 Confidentiality and Non-disclosure of Trade Secrets

As a condition of employment, Pikes Peak Respite Services staff members 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 staff members are sharing such information in violation of

this policy and/or competitors are obtaining such information, you are required to inform Beverly Seemann, CEO.

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

## **10.0 Customer Relations**

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

Pikes Peak Respite Services 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.



## **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.

Beverly Seemann, CEO  
Pikes Peak Respite Services

## Acknowledgment of Receipt and Review

By signing below, I acknowledge that I have received a copy of the Pikes Peak Respite Services 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 CEO 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 Pikes Peak Respite Services.

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

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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name