



Aurora

Employee Handbook

June 17, 2022

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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 Rock Harbor Logistics will be rewarding and challenging. We take pride in our employees as well as in the products and services we provide.

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

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

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

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

We wish you success in your employment here at Rock Harbor Logistics!

All the best,

Greg Heying, CEO Rock Harbor Logistics

1.2 At-Will Employment

Your employment with Rock Harbor Logistics 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 Revisions to Handbook

This handbook is our attempt to keep you informed of the terms and conditions of your employment, including Rock Harbor Logistics 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.

2.2 About the Company

About the Company

"**First**, Rock Harbor has one customer, The Kroger Company, and the operational objective is simple. Provide great service to our customer stores in the most efficient way possible. **Second**, Rock Harbor plans to fulfill its purpose while treating all Rock Harbor employees with fairness and respect. Rock Harbor Logistics has a corporate staff of five people and we plan to be heavily engaged with our on-site staff led by long term industry veteran, Sam Brown, who is our Vice President of Distribution."

"We will work hard to achieve those straightforward goals and will avoid bureaucracy whenever possible. Purposely, we don't need lofty language nor a top heavy organization to state our goals and to achieve them."

Greg Heying

CEO/Founder

2.3 Company Facilities

We currently operate two grocery distribution centers in those surrounding areas. One, located in Fountain, CO. and another in Aurora, CO. You can find further information on those facilities below.

2.4 Ethics Code

Rock Harbor Logistics will conduct business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services, products, and operations and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound business judgment. Our managers and employees are expected to adhere to high standards of business and personal integrity as a representation of our business practices.

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

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

2.5 Mission Statement

Mission Statement

Current in Review proccss

3.0 Hiring and Orientation Policies

3.1 Conflicts of Interest

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

3.2 Job Descriptions

Rock Harbor Logistics attempts to maintain a job description for each position. If you do not have a current copy of your job description, you should request one from your Supervisor.

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

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

3.3 New Hires and Introductory Periods

The first 90 days of your employment is considered an introductory period. During this period, you will become familiar with Rock Harbor Logistics 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 Posting of Openings

Rock Harbor Logistics desires to promote qualified employees from within where it believes that is possible, consistent with the need to assure that all positions are staffed by highly competent individuals. New job openings generally will be posted on the bulletin board, as well as on our Internet site. You may be eligible for a referral bonus when you refer new employees, please check with HR for eligibility. Prior to any outside recruitment, we will announce all new positions within the Company for five working days.

3.5 Training Program

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

3.6 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 Rock Harbor Logistics. If you are currently employed and have not complied with this requirement or if your status has changed, inform your Supervisor.

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

4.0 Wage and Hour Policies

4.1 Attendance Policy

Rock Harbor Logistics reserves the right to apply unused vacation, sick time, or other paid time off to unauthorized absences. Absences resulting from approved leave, vacation, or legal requirements are exceptions to the policy.

For union and non-exempt staff, please see below:

Rock Harbor Logistics – Aurora Effective: February 3, 2019

Attendance Policy

I. Purpose

Regular attendance and punctuality are essential functions of every job at Rock Harbor Logistics. Absenteeism, tardiness and leaving work early disrupts work schedules, forces others to do the work of their colleagues, increases overtime and other costs and generally interferes with the high level of service we need to provide our customer. The nature of our business requires consistent and dependable attendance for Rock Harbor Logistics to provide efficient and cost-effective service to our customers.

When it is necessary for an employee to miss a scheduled assignment, it is required that the employee give his/her department a minimum of one (1) hour notice prior to the beginning of their shift. Excessive absenteeism and/or tardiness will result in disciplinary action, up to, and including discharge. Disciplinary action will be based on the frequency of occurrences in accordance with the following:

1. Absence is defined as any time away from work during which time the employee is scheduled to work. Failure to work scheduled overtime shall be considered an absence.
2. An occasion of tardiness is defined as reporting for work after the employees scheduled starting time, but not later than two (2) hours after the scheduled starting time or leaving work early during the last two (2) hours of work. An employee who reports after two (2) hours of work or leaves prior to two (2) hours before his/hers quitting time shall have such day of work counted as one incident of absence.
3. The following absences and tardiness are excused:
 - a. Approved personal time off.
 - b. Authorized paid time off.
 - c. On the job injury
 - d. Time off required by the collective bargaining agreement or the law, unless employee admits to or is found at fault, or pleads nolo contendere to the charges requiring the court attendance.
 - e. Unavoidable (act of god) absence or tardiness

4. Each period of absence shall be recorded as “one incident”
5. Two (2) occasions of tardiness shall be recorded as “one incident” of tardiness.

Disciplinary Steps of Action:

Discipline will be based on the past consecutive sixth month period for which the employee was scheduled. Discipline will be as follows:

INCIDENTS OF ABSENCE

4 INCIDENTS
5 INCIDENTS
6 INCIDENTS
7 INCIDENTS

DISCIPLINE

VERBAL WARNING
WRITTEN WARNING
3-DAY SUSPENSION
DISCHARGE

INCIDENTS OF TARDINESS

3 INCIDENTS
4 INCIDENTS
5 INCIDENTS
6 INCIDENTS

DISCIPLINE

VERBAL WARNING
WRITTEN WARNING
3-DAY SUSPENSION
DISCHARGE

6. An employee with a no-call/no-show may be subject to immediate disciplinary action. An employee absent without notice for three (3) consecutive shifts shall constitute job abandonment and may be subject to immediate discharge.
7. An employee who has been absent for five (5) consecutive work shifts without an authorized leave of absence shall constitute being absent without leave and may be subject to immediate discharge.

Attendance Policy Revision

Rock Harbor Logistics reserves the right to change or revise this policy at its sole discretion unless otherwise prohibited by law or contract.

4.2 Direct Deposit

Rock Harbor Logistics encourages all employees to enroll in direct deposit or utilize the skylight check card. If you would like to take advantage of direct deposit or the check card, you will need to submit your request through the ADP Workforce system. Typically, the bank will begin the direct deposit of your payroll within 21 calendar days after you submit your completed application.

If you have selected the direct deposit or check card payroll service, a written explanation of your deductions will be provided to you through your MIO portal on paydays described in the preceding sections in lieu of a check.

4.3 Introduction to Wage and Hour Policies

At Rock Harbor Logistics, 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.

4.4 Paycheck Deductions

Rock Harbor Logistics 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, and any other deductions required under law or by court order for wage garnishments. The amount of your tax deductions will depend on your earnings and the information you list on your federal Form W-4 and applicable state withholding form. Permissible deductions for exempt employees may also include, but are not limited to, deductions for full-day absences for reasons other than sickness or disability and certain disciplinary suspensions. You may also authorize certain voluntary deductions from your paycheck where permissible under state law. Your deductions will be reflected in your wage statement. If you have any questions about deductions from your pay, contact your Supervisor.

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

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

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

5.0 Performance, Discipline, Layoff, and Termination

5.1 Criminal Activity/Arrests

Rock Harbor Logistics 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 Rock Harbor Logistics. 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 Outside Employment

Outside employment that creates a conflict of interest or that affects the quality or value of your work performance or availability at Rock Harbor Logistics 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.

5.4 Pay Raises

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

5.5 Performance Improvement

Rock Harbor Logistics will make efforts to periodically review your work performance. The performance improvement process will take place annually, or as business needs dictate. You may specifically request that your Supervisor assist you in developing a performance improvement plan at any time.

The performance improvement process is a means for increasing the quality and value of your work performance. Your initiative, effort, attitude, job knowledge, and other factors will be addressed. You must understand that a positive job performance review does not guarantee a pay raise or continued employment. Pay raises and promotions are based on numerous factors, only one of which is job performance.

5.6 Post-Employment References

Rock Harbor Logistics policy is to confirm dates of employment and job title only. With written authorization, the Company will confirm compensation. Forward any requests for employment verification to Human Resources or the Work Number.

5.7 Open Door/Conflict Resolution Process

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

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

5.8 Promotions

To match you with the job for which you are best suited and to meet the business needs of Rock Harbor Logistics, you may be transferred from your current job. It is our policy to promote from within only when the most qualified candidate is available. Promotions are made on an equal opportunity basis according to employees possessing the needed skills, education, experience, and other qualifications that are required for the job.

All employees promoted into new job positions will undergo a 90-day introductory period as described in the New Hires and Introductory Periods policy. Unlike new hires, however, such employees will continue to receive Company benefits for which they are eligible.

5.9 Standards of Conduct

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

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

Examples of inappropriate conduct include:

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

5.10 Transfers

Rock Harbor Logistics may transfer your employment from one position to another with or without notice, as required by production or service needs, or upon request by you and with management approval. Transfers in excess of 90 days may be considered final and your paycheck may be increased or decreased consistent with the pay scale for your new position.

5.11 Workforce Reductions (Layoffs)

If necessary based upon business needs, Rock Harbor Logistics 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 Use of Company Technology

This policy is intended to provide Rock Harbor Logistics employees with the guidelines associated with the use of the Company information technology (IT) resources and communications systems.

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

[[List items, such as:

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

General Provisions

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

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

The Company reserves the right to monitor, intercept, and/or review all data transmitted, received, or downloaded over Company IT resources and communications systems in accordance with applicable law. Any individual who is given access to the system is hereby given notice that the Company will exercise this right periodically, without prior notice and without prior consent.

The interests of the Company in monitoring and intercepting data include, but are not limited to: protection of Company trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.); managing the use of the computer system; and/or assisting employees in the management of electronic data during periods of absence.

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

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

Violations

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

6.2 Authorization for Use of Personal Vehicle

All employees 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. Rock Harbor Logistics 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.

6.3 Bulletin Boards

Rock Harbor Logistics maintains an official bulletin board located in the break room for providing employees with official Company notices, including wage and hour laws, changes in policies, and other employment-related notices. At times the Company may also post information of general interest to employees on the bulletin board. You are responsible for being informed about this material by periodically reviewing the bulletin board. Only authorized personnel may add and remove notices from the bulletin board.

6.4 Computer Security and Copying of Software

Software programs purchased and provided by Rock Harbor Logistics 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 employees 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 Systems Engineer 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. To purchase software, obtain your manager's approval. All software acquired by the Company must be purchased through the IT department.

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.

6.5 Driving Record

All employees required to operate a motor vehicle as part of their employment duties at Rock Harbor Logistics 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.

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.

6.6 Employer Sponsored Social Events

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

6.7 Employer-Provided Cell Phones/Mobile Devices

The purpose of this policy is to provide guidance to departments and employees regarding eligibility for Rock Harbor Logistics-provided cell phones and plans, and the appropriate use of the phone and plan.

You must have a legitimate business need for a cell phone/mobile device and the issuance of same must be approved by your Supervisor. The typical legitimate reasons employees may need a cell phone/mobile device include frequent business travel or for key personnel who must be immediately reachable during an emergency.

When the cell phone/mobile device is used for personal reasons and the activity results in additional cost to the Company, you are responsible for the cost of that usage, including all applicable taxes. Make note of personal calls and reimburse the Company after review of the monthly call detail.

If the cell phone/mobile device has a flat rate airtime/data plan, you are responsible for reimbursing the Company when personal activities cause the plan threshold to be exceeded. With concurrence of an authorized signer on the account, you should determine the amount of personal use that caused the usage to exceed the plan and reimburse the Company for that amount plus all applicable taxes. If you drive a vehicle during your employment, you may not use any cell phone/mobile device or other communication device while driving unless the device is equipped or configured with a "hands-free" listening/speaking option, and you in fact utilize the hands-free device. This option must be approved by your Supervisor.

The Company owns and remains entitled to all cell phone/mobile devices, including all passwords controlling access to them. At the time of employment termination, all such equipment and passwords must be returned to the Company in operable condition.

6.8 Nonsolicitation/Nondistribution Policy

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

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

To avoid inappropriate litter, clutter, and safety risks, you may not distribute literature or other items that are not work related in working areas at any time. Working areas do not include break/rest areas, lunch rooms, or parking lots. Electronic distribution of materials is prohibited during work time. Literature that violates the

company's equal employment opportunity (EEO) and nonharassment policies (including threats of violence), or is knowingly and recklessly false, is never permitted. Non-employees are not permitted to distribute materials on company premises at any time.

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

Violations of this policy should be reported to Supervisor.

6.9 Off-Duty Use of Employer Property or Premises

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

It is Company policy to control off duty and nonworking hour use of Company facilities either for business or personal reasons. You are prohibited from using Company facilities during off duty or nonworking hours without the written consent of your Supervisor. If you use Company facilities during your off-duty hours or Company off-hours, you may be required to sign a log-in and log-out sheet maintained by the Company or building manager.

6.10 Suggestion Policy

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

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

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

6.11 Personal Appearance

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

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

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

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

6.12 Personal Cell Phone/Mobile Device Use

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

Use of personal cell phones and mobile devices at work can be distracting and disruptive and cause a loss of productivity. Thus, you should primarily use such personal devices during nonworking time, such as breaks and meal periods. During this time, use devices in a manner that is courteous to those around you. Outside of nonworking time, you are not allowed to have your cell phone and any other electronic devices within the four walls of the warehouse. The following personnel are authorized to have their cell phones on the floor, members of management, safety committee members and union stewards. If you have a device that has a camera and/or audio/video recording capability, you are restricted from using those functions on Company property unless authorized in advance by management or when they are used in a manner consistent with your right to engage in concerted activity under section 7 of the National Labor Relations Act (NLRA).

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

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

You **may not** connect your personal device to the Company network or to Company equipment (computers, printers, etc.).

You may have the opportunity to use your personal devices for work purposes. Before using a personal device for work-related purposes, you must obtain written authorization from IT, management. and or human resources. The use of personal devices is limited to certain employees and may be limited based on compatibility of technology. To ensure the security of Company information, Set forth security policies related to specific devices, for example, any software requirements (antivirus, firewall, VPN, etc.). Include details on how information will be removed from a device upon termination of employment. If you are authorized to use a personal device, you will receive a monthly stipend based on the estimated use of the device. If you obtain or currently have a plan that exceeds the monthly stipend, the Company will not be liable for the cost difference.

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

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

6.13 Personal Data Changes

It is your obligation to provide Rock Harbor Logistics 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, please update your information in ADP, and contact Human Resources. You are responsible to update your info in ADP, HR will update your info in Kronos time keeping system.

6.14 Security

All employees are responsible for helping to make Rock Harbor Logistics a secure work environment. Upon leaving work, lock all desks, lockers, and doors protecting valuable or sensitive material in your work area and report any lost or stolen keys, passes, or similar devices to your Supervisor immediately. Refrain from

discussing specifics regarding Company security systems, alarms, passwords, etc. with those outside of the Company.

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

6.15 Third Party Disclosures

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

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

6.16 Use of Employer Vehicles

Company vehicles are to be used for Rock Harbor Logistics business only. Unless the use of the vehicle has been approved for personal use, personal or outside business use is strictly prohibited.

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

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

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

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

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

6.17 Workplace Privacy and Right to Inspect

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

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

7.0 Benefits

7.1 Nonexempt Personnel

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

7.2 Employee Assistance Program (EAP)

Rock Harbor Logistics provides confidential assistance through its employee assistance program (EAP) to all eligible employees [[and their family members/dependents]]. The EAP provides confidential access to professional counseling services for help with personal concerns that may impact job performance. These concerns may include, but are not limited to, health, marital, family, financial, legal, emotional, alcohol abuse, and drug use. The EAP can help assess the problem, offer guidance, and provide a referral to quality care. EAP is offered through OneAmerica, please contact them at 855.365.4754 or toll free at 800.697.0353, 24 hours, 7 days a week.

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

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

[[FOR EMPLOYERS WHO PERFORM DRUG OR ALCOHOL TESTING: If you test positive on an alcohol and/or drug test, you may be referred to the EAP for assessment and rehabilitation recommendations. Your decision to participate in the recommended treatment, successful completion of the program, and additional treatment recommendations will be communicated to the Company]].

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

EAP services can be initiated by contacting the EAP service provider, [[provider name]], at: [[phone number/website]].

7.3 401(k) Plan

Eligible employees (as determined by the terms of the plan) may participate in the Rock Harbor Logistics 401(k) plan. [[The Company provides for employee pre-tax deferral contributions [and after tax Roth contributions] and also provides for employer matching funds. Refer to your Summary Plan Description (SPD) for specifics.

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

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

7.4 Bereavement Leave

Rock Harbor Logistics recognizes the importance of taking leave when there is a death in the family. You are entitled to take up to 3 days off with pay in state and 5 days off out of state with pay for the funeral of an immediate relative. Pay is based on the regular rate for an eight-hour day. Authorized leave without pay is available for extended funeral matter after you have exhausted all of your Vacation/PTO. Personal leave time may also be taken when necessary. Notify Human Resources of your intention to take bereavement

leave as soon as the need arises. The Company may request documentation to support absences for bereavement leave.

7.5 Dental Insurance

All regular full-time employees who have completed 90 days of employment at Rock Harbor Logistics are eligible for the Company dental plan. Dental plan benefits are described in detail in the Summary Plan Description (SPD).

7.6 Employer-Sponsored Disability Benefits

Rock Harbor Logistics provides employees with disability income protection when they miss work due to nonwork related disabilities. The terms and conditions for the disability insurance program are outlined in the Summary of Plan Benefits. Contact Human Resources for a copy of the plan provisions and for any questions about the benefit. Disability leave is administered by Sedgwick. To request disability leave the employee should contact 888.436.9530.

7.7 Exempt Personnel

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

7.8 Life Insurance

Rock Harbor Logistics provides life insurance to all regular full-time employees who have completed 90 days of employment with the Company. You will be required to notify the benefits administrator of your intended beneficiary. Refer to the Summary Plan Description (SPD) for details about the benefit.

7.9 Regular Full-Time Personnel

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

7.10 Regular Part-Time Personnel

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

7.11 Temporary Personnel

Temporary employees are hired for a specific period or specific work project, not to exceed 12 months in duration. Rock Harbor Logistics reserves the right to extend the duration of temporary employment where necessary. Temporary employees are not eligible for benefits unless specified otherwise in this handbook or in the benefit plan summaries, or specifically permitted by law.

7.12 Unemployment Compensation Insurance

Unemployment compensation insurance is paid for by Rock Harbor Logistics and provides temporary income for employees who have lost their job under certain circumstances. Your eligibility for

unemployment compensation will, in part, be determined by the reasons for your separation from the Company.

7.13 Vision Care Insurance

All regular full-time exempt and non union employees who have completed 90 days of employment at Rock Harbor Logistics are eligible for the Company vision care plan. Vision care plan benefits are described in detail in the Summary Plan Description (SPD).

7.14 Workers' Compensation Insurance

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

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

7.15 COBRA

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

Contact Human Resources to learn more about your COBRA rights.

7.16 Family and Medical Leave (FMLA)

In accordance with the Family and Medical Leave Act of 1993 (FMLA), Rock Harbor Logistics 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 worked for 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).

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, ear aches, 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 child care needs created by a military call-up including making alternative child care arrangements, handling urgent and nonroutine child care 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.

FMLA/ ShortTerm Disability is administered by Sedgwick effective April 1, 2021. If you have a need for a leave, contact Sedgwick at 888.436.9530.

7.17 Military Leave (USERRA)

Rock Harbor Logistics complies with applicable federal and state law regarding military leave and re-employment rights. Unpaid military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA; with amendments) and all applicable state law. You must submit documentation of the need for leave to Human Resources. When returning from military leave of absence, you will be reinstated to your previous position or a similar position, in accordance with state and federal law. You must notify your Supervisor of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits, and reinstatement upon return from military leave, contact Human Resources.

8.0 Safety and Loss Prevention

8.1 Drug and Alcohol Policy

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

Prohibited Conduct

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

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

While the use of marijuana has been legalized under some state laws for medicinal and/or recreational uses, it remains an illegal drug under federal law. The Company does not discriminate against employees

solely on the basis of their lawful off-duty use of marijuana. You may not consume or be under the influence of marijuana while on duty or at work. If you have a valid prescription for medical marijuana, refer to the Company Disability Accommodation policy for additional information.

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

[[# Employer-Sponsored Events]]

[[From time to time, the Company may sponsor social or business-related events where alcohol may be served. This policy does not prohibit the use or consumption of alcohol at these events. However, if you choose to consume alcohol at such events, you must do so responsibly and maintain your obligation to conduct yourself properly and professionally at all times.]]

[[# Treatment and/or Rehabilitation]]

[[The Company may assist you in seeking treatment or rehabilitation for drug or alcohol dependency. In such cases, the Company may consider your continued employment as long as concerns regarding safety, health, production, communication, or other work-related matters are adequately addressed. The Company may also require you to obtain a medical clearance and agree to random testing and a "one-strike" rule as a condition of continued employment.]]

Violations

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

8.2 General Safety

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

8.3 Workplace Violence

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

Zero Tolerance Policy

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

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

Prohibited Conduct

Prohibited conduct includes, but is not limited to:

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

Reporting Incidents of Violence

Report to your Supervisor Human Resources or Risk/Safety, 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.

8.4 Drug-Free Workplace

DRUG FREE WORKPLACE POLICY

Purpose:

It is the Company's goal to provide a work environment free of the negative effects of drug and alcohol abuse. The presence of these substances may lead to increased accidents and medical claims, deteriorates the health of employees, interferes with their lives, and inhibits the safety of the Company's workplace. This policy sets forth the prohibitions against the possession or use of drugs or alcohol in the Company's workplace or while conducting Company business.

Policy:

It is against the Company's policy for you to possess, manufacture, distribute, sell, or be under the influence of illicit drugs on Company property, while on Company business, or during working hours. Further, you must report convictions of any criminal drug or alcohol statute to your supervisor or your local Human Resources Department. Unauthorized use of alcohol, possession of alcohol or being "under the influence" of alcohol on Company property, while on Company business or during working hours, is also prohibited.

Prescription drugs or over-the-counter drugs must be taken in accordance with the physician's and manufacturer's instructions. If you are in a safety-sensitive position, you must notify your supervisor of medications you are required to take to ensure that workplace and employee safety are not compromised.

Early recognition and treatment of chemical dependency or its symptoms are critical to successful rehabilitation and to the minimization of business, personal, family, and social disruption. If you are experiencing problems of this nature, you are strongly encouraged to use the Company's Employee Assistance Program. Please contact your local Human Resources Department for more information regarding this service.

9.0 Trade Secrets and Inventions

9.1 Confidentiality and Nondisclosure of Trade Secrets

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

If you have information that leads you to suspect that employees are sharing such information in violation of this policy and/or competitors are obtaining such information, you are required to inform your Supervisor or [[Human Resources or appropriate department]].

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

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

Colorado Policies

Hiring and Orientation Policies

Disability Accommodation

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

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

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

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

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

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

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

EEO Statement and Nonharassment Policy

Equal Opportunity Statement

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

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

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

Policy Against Workplace Harassment

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

Sexual Harassment

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

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

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

Other Harassment

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

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

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

Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify [[name, title, phone number, email]] or any member of management.

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

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

Religious Accommodation

Rock Harbor Logistics is dedicated to treating its employees equally and with respect and recognizes the diversity of their religious beliefs. All employees may request an accommodation when their religious beliefs cause a deviation from the Company dress code or the individual's schedule, basic job duties, or other aspects of employment. The Company will consider the request, but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that will be considered are cost, the effect that an accommodation will have on current established policies, and the burden on operations — including other employees — when determining a reasonable accommodation. The company will make every effort to accommodate without violating the Union Collector's Bargaining Agreement (CBA). At no time will the Company question the validity of a person's belief.

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

Wage and Hour Policies

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

DEPARTMENT OF LABOR AND EMPLOYMENT

Division of Labor Standards and Statistics

COLORADO OVERTIME AND MINIMUM PAY STANDARDS ORDER (COMPS ORDER) #38

7 CCR 1103-1

Adopted November 10, 2021, effective January 1, 2022.

Rule 1. Authority and Definitions.

1.1 Authority and relation to prior orders. Colorado Overtime and Minimum Pay Standards Order ("COMPS

Order") #38 replaces COMPS Order #37 (2021) and prior orders, except that the provisions of prior orders still govern as to events occurring while they were in effect. The COMPS Order is issued under the authority of, and as enforcement of, Colorado Revised Statutes ("C.R.S.") Title 8, Articles 1, 4, 6, 12, 13.3, and 13.5 (2022), and is intended to be consistent with the requirements of the State Administrative Procedures Act, C.R.S. § 24-4-101, et seq. See Appendix A for citations. The effective date of COMPS Order # 38 is January 1, 2022.

1.2 Incorporation by reference. 29 C.F.R. Part 541 Subpart G; Colo. Const. art. XVIII, § 15 (2022); Title 8, Articles 1, 4, 6, and 13.3 of the Colorado Revised Statutes (2022); 7 CCR 1103-7 (2022); 7 CCR 1103-8 (2022); 7 CCR 1103-11 (2022); and 7 CCR 1103-14 (2022) are hereby incorporated by reference into this rule. Earlier versions of such laws and rules may apply to events that occurred in prior years. Such incorporation excludes later amendments to or editions of the constitution, statutes, and rules; all cited laws are incorporated in the forms that are in effect as of the effective date of this COMPS Order. 7 CCR 1103-14, the Publication And Yearly Calculation of Adjusted Labor Compensation Order ("PAY CALC Order"), states the periodically adjusted dollar amounts of the minimum wages and minimum pay and income levels for exemptions required in the COMPS Order. All sources cited or incorporated by reference are available for public inspection at the Colorado Department of Labor and Employment, Division of Labor Standards & Statistics, 633 17th Street, Denver CO 80202. Copies may be obtained from the Division of Labor Standards & Statistics at a reasonable charge. They can be accessed electronically from the website of the Colorado Secretary of State. Pursuant to C.R.S. § 24-4-103(12.5)(b), the agency shall provide certified copies of them at cost upon request or shall provide the requestor with information on how to obtain a certified copy of the material incorporated by reference from the agency originally issuing them. All Division Rules are available to the public at www.coloradolaborlaw.gov. Where these Rules have provisions different from or contrary to any incorporated or referenced material, the provisions of these Rules govern, so long as they are consistent with Colorado statutory and constitutional provisions.

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

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

1.5 "Employee," as used in the COMPS Order and the PAY CALC Order, has the following definitions.

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

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

(C) Under the Agricultural Labor Rights and Responsibilities Act, Colorado Senate Bill 21-87, as defined by C.R.S. § 8-6-101.5(3): "agricultural employee" or "agricultural worker" has the "same meaning as under C.R.S. § 8-13.5-201(3)" ("A worker engaged in any service or activity included in section 203(f) of the federal 'Fair Labor Standards Act of 1938',...as amended...or section 3121(g) of the federal 'Internal Revenue Code of 1986', as amended").

1.6 "Employer," as used in the COMPS Order and the PAY CALC Order, has the following definitions.

(A) Under CWA, as defined by C.R.S. § 8-4-101(6): "Employer" has the same meaning as set forth in the federal "Fair Labor Standards Act," 29 U.S.C. sec 203 (d), and includes a foreign labor contractor and a migratory field labor contractor or crew leader; except that the provisions of the COMPS Order do not apply to the state or its agencies or entities, counties, cities and counties, municipal corporations, quasi-municipal

corporations, school districts, and irrigation, reservoir, or drainage conservation companies or districts organized and existing under the laws of Colorado.

(B) Under HFWA, as defined by C.R.S. § 8-13.3-402(5): "Employer" has the meaning set forth in section 8-4-101(6); except that the term includes the state and its agencies or entities, counties, cities and counties, municipalities, school districts, and any political subdivisions of the state but does not include the federal government.

(C) Under the Agricultural Labor Rights and Responsibilities Act, Colorado Senate Bill 21-87, as defined by C.R.S. § 8-2-206(1)(c): "agricultural employer" has the "same meaning provided in C.R.S. § 8-3-104(1)" ("a person that is engaged in any service or activity included in section 203(f) of the federal 'Fair Labor Standards Act of 1938', ... as amended," or engaged in "agricultural labor, as defined in section 3121 of the federal 'Internal Revenue Code of 1986'," that either (1) contracts with any person who recruits, solicits, hires, employs, furnishes, or transports agricultural employees, or (2) regularly engages the services of one or more agricultural employees).

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

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

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

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

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

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

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

1.8.3 Regular rate for employees with multiple, hourly pay rates. The regular rate for an employee working two or more non-exempt jobs at different hourly pay rates for the same employer within a specific workweek shall be calculated as follows:

(A) Rate based on a weighted average: The employee's regular rate for the particular workweek is determined by adding together all the wages earned performing each job, then dividing that amount by the

total number of hours worked in all jobs, consistent with the federal Fair Labor Standards Act (FLSA) and resulting in a weighted average rate of pay, or

(B) Rate based on the job actually performed during overtime hours: The employee's regular rate is the regular rate of hourly pay for the job being performed during the actual overtime hours.

If there is no written agreement between the employee and the employer as to the method of calculating the regular rate of pay in advance of performing the work, the employee's regular rate shall be calculated using the "weighted average" method described above in 1.8.3(A).

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

1.9.1 Requiring or permitting employees to be on the employer's premises, on duty, or at a prescribed workplace (but not merely permitting an employee completely relieved from duty to arrive or remain on-premises) — including but not limited to, if such tasks take over one minute, putting on or removing required work clothes or gear (but not a uniform worn outside work as well), receiving or sharing work-related information, security or safety screening, remaining at the place of employment awaiting a decision on job assignment or when to begin work, performing clean-up or other duties "off the clock," clocking or checking in or out, or waiting for any of the preceding — shall be considered time worked that must be compensated.

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

(A) time worked under Rule 1.9 – 1.9.1;

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

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

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

(A) an express agreement excluding sleeping time exists;

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

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

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

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

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

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

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

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

Rule 2. Coverage and Exemptions.

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

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

2.2.1 Administrative employees. This exemption covers a salaried employee, paid at least the applicable salary in Rule 2.5 as specified for the applicable year in the PAY CALC Order, who directly serves an executive, and regularly performs duties important to the decisionmaking process of that executive. The executive and employee must regularly exercise independent judgment and discretion in matters of significance, with a primary duty that is non-manual in nature and directly related to management policies or general business operations.

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

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

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

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

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

(B) for a non-profit employer, is the highest-ranked and highest-paid employee, and is paid at least the salary threshold in Rule 2.5 as specified for the applicable year in the PAY CALC Order.

2.2.6 Taxi cab drivers employed by a taxi service provider licensed by a state or local government.

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

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

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

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

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

(E) Field staff of seasonal camps or seasonal outdoor education programs who primarily provide supervision or education of minors, or education of adults; are required to reside on-premises or in the field; are provided adequate lodging and all meals free of charge and without deduction from wages; and as of January 1, 2021, are paid the amount required by subpart (1) below (with no minimum pay required before January 1, 2021).

(1) This exemption requires that field staff be paid either (a) the applicable Colorado minimum wage for all hours worked, or (b) a salary (i) equivalent to at least 42 hours per week at the Colorado minimum wage (with the 15% hourly wage reduction that Rule 3.3 permits for unemancipated minors), (ii) with hourly wage reduced one-sixth ($\frac{1}{6}$) for non-profit employers with annual total gross revenue of \$25 million or less, and (iii) reduced \$200 per week as a credit for facilities provided (lodging, meals, and other facilities), as specified for the applicable year in the PAY CALC Order.

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

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

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

2.2.10 Employees in highly technical computer-related occupations. This exemption covers an employee paid a salary, or hourly compensation, in accord with Rule 2.5, and as specified for the applicable year in the PAY CALC Order, who:

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

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

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

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

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

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

2.2.11 Highly compensated employees. This exemption covers an employee who:

(A) is paid annual wages of at least —

(1) weekly, the weekly salary for the executive, professional, or administrative exemption, as specified for the applicable year in the PAY CALC Order, and

(2) annually, two and one-quarter times the rounded annual salary for the executive, professional, or administrative exemption, as specified for the applicable year in the PAY CALC Order;

(B) customarily and regularly performs any one or more of the exempt duties or responsibilities of an executive, administrative or professional employee (as described in Rules 2.2.1-2.2.3); and

(C) whose primary duty is office or non-manual work — for example, nonmanagement production-line workers and non-management employees in maintenance, construction and similar occupations such as carpenters, electricians, mechanics, plumbers, iron workers, craftsmen, operating engineers, longshoremen, construction workers, laborers and other employees who perform work involving repetitive operations with their hands, physical skill and energy are not exempt under this section no matter how highly paid they might be.

2.2.12 National Western Stock Show. This exemption covers temporary employees employed directly by the Western Stock Show Association for the annual National Western Stock Show.

2.3 Agriculture.

2.3.1 Minimum Wages. All minimum wage laws and rules apply to all employees of all agricultural employers, except as otherwise provided for "range workers" in Rule 2.4.9.

2.3.2 Overtime and Maximum Hours Protections.

(A) Agricultural employees of agricultural employers are exempt from both the 40- hour weekly and the 12-hour daily overtime pay requirements in Rule 4.1.1, provided that such employees receive the following.

(1) Weekly overtime pay, at one and one-half times their regular rate of pay, after 60 hours worked per workweek from November 1, 2022, through December 31, 2023, and thereafter as follows, and as listed in the summary table below:

(a) at a highly seasonal agricultural employer (defined in Rule 2.3.2(C)), (i) after 56 hours worked per workweek during any up to 22-workweek period, or any two or three periods of at least four workweeks each totaling up to 22 weeks, that the employer designates as its peak labor period(s), and (ii) otherwise after 48 hours worked per week; and

(b) at an agricultural employer that is not highly seasonal, (i) after 54 hours worked per workweek in 2024, and (ii) after 48 hours worked per workweek as of January 1, 2025; except

(c) at a small agricultural employer (defined in Rule 2.3.2(B) below), whether or not highly seasonal, after 56 hours worked per workweek in 2024, then whichever of (a) or (b) applies as of January 1, 2025.

Summary Table: Weekly Overtime Requirements for Agricultural Employers			
Time Period	(a) Highly Seasonal Employers	(b) Non-Highly Seasonal Employers	(c) Small Employers (seasonal or not)
Until 11/1/22	[No requirements]		
11/1/22-12/31/23	60 hours		

2024	56 hours for up to 22 peak weeks;	54 hours	56 hours
2025 -	48 hours otherwise	48 hours	[No separate rule for small employers; apply (a) or (b)]

(2) Beginning November 1, 2022:

(a) in lieu of 12-hour daily overtime pay under Rule 4.1.1, 30 minutes for the third Rule 5.2 paid rest period (rather than 10 minutes or any other duration under 30 minutes otherwise applicable to that rest period) — except that if the employer had no reason to believe an employee would exceed 12 hours until the twelfth hour worked, then the additional break time may be provided on the employee's next workday; and

(b) for a workday with more than 15 hours of work, or for more than 15 consecutive hours of work (as provided by Rule 4.1.5) without regard to the start and end time of the workday, an additional lump-sum payment equal to one hour of the Colorado minimum wage, as specified for the applicable year in the PAY CALC Order.

(B) "Small agricultural employer" means an agricultural employer that:

(1) employed fewer than four employees on average over the three prior calendar years (or as many complete prior calendar years as they have been in operation); and

(2) had average adjusted gross income, over the three prior complete taxable years preceding 2024 (the year that small agricultural employers have a different overtime standard), of no more than \$1,000,000. Employers in operation fewer than three complete taxable years shall use as many complete taxable years as they have been in operation; employers not yet in operation for any complete taxable years shall be considered below the threshold.

(C) "Highly seasonal agricultural employer" means an agricultural employer that, in any up to 22-workweek period (or any two or three periods, of at least four workweeks each, totaling up to 22 weeks) in the prior calendar year, had at least twice as many employees as the rest of the year, and provides the following to those it would pay weekly overtime after 56 rather than 48 hours in peak weeks.

(1) An initial disclosure, at least annually,

(a) that weekly overtime pay will be after 56 rather than 48 hours for up to 22 peak weeks,

(b) whether those peak weeks will be divided into one, two, or three periods (of four weeks or more), and

(c) a good-faith estimate of the months in which the peak weeks will occur.

The initial disclosure must be provided to employees at least 30 days in advance of the first expected peak week (or upon hiring for those start work fewer than 30 days in advance), except for those employed under, and in compliance with federal requirements for, temporary work visas, no later than the date of the worker's visa application, contemporaneous with required federal pre-employment written disclosures to visa workers ordinarily due by the date of the worker's visa application.

(2) Written notice, at least annually, of which weeks will be the peak weeks, no later than the seventh day before the first peak week (or upon hiring for those starting work after the seventh day). The employer may change which are the peak weeks after that notice if:

(a) it provides at least one week's written notice of any week being added or removed as a peak week;

(b) the initial disclosure was the employer's good-faith, reasonable expectation of which weeks would be the peak weeks; and

(c) the changes are based on circumstances not foreseeable at the time of the initial disclosure (for

example, a late frost).

(3) All required notices and disclosures related to peak weeks in English and any language that is the first language spoken by at least five percent of the employer's workforce at any point during the year.

(D) An agricultural employee is exempt from all overtime pay requirements in the COMPS Order if (by blood, adoption, or marriage) they are the child, sibling, spouse, parent, aunt, uncle, nephew, niece, first cousin, grandchild, or grandparent of a family owner of an employer. For this exemption, a "family owner" is an individual with an ownership interest in an agricultural employer that is either (a) a majority interest or (b) an at least 10% interest that combines with those of other family members of that owner (of any type of relative listed in the prior sentence) to form a majority interest. If a family owner is also an "employee" of the agricultural employer, they also are exempt from all overtime pay requirements in the COMPS Order.

(E) How many employees an agricultural employer has, for purposes of the above definitions of "small agricultural employer" in (B), and "highly seasonal agricultural employer" in (C), shall be determined as follows.

(1) Employees shall be counted at the worksite for which the definition is being assessed, and shall count proportionally as follows, based on their average hours worked in all weeks in the preceding year with at least one hour worked:

(a) 35 hours per week or more, 1.0;

(b) between 15 and 35 hours per week, 0.5; and

(c) under 15 hours per week, 0.

(2) Employers need not rely on prior staffing levels to qualify for the "small agricultural" or "highly seasonal" employee thresholds if they (a) have been in operation for less than one calendar year, or (b) did not qualify based on their prior staffing levels, but have a good-faith, objectively reasonable belief that they will qualify for the present year. If their belief that they will qualify for the threshold proves incorrect, they must pay affected employees back pay for any additional overtime owed, plus 5%, by 30 days from the date the employer has notice that it will not qualify for the threshold for the year, or (if they lacked notice until the end of the year) by 30 days from the end of that calendar year.

(F) The Rule 2.3.2 exemption does not apply if an employer draws at least 50% of its annual dollar volume of business from sales to the consuming public (rather than for resale) of any services, commodities, articles, goods, wares, or merchandise; prior Orders for decades have covered any such employer, in any industry. E.g., Order #35, Rule 2(A) (covering any employer "that sells or offers for sale, any service, commodity, article, good, ... wares, or merchandise to the consuming public" and draws "50% or more of its annual dollar volume ... from such sales," rather than from sales to other businesses "for resale").

2.3.3 Meal and Rest Periods.

(A) In addition to the meal and rest periods required by Rule 5, an agricultural employer shall provide agricultural employees engaged in hand-weeding and hand-thinning an additional, five-minute rest period, which, insofar as is practicable, must be in the middle of each work period.

(B) The requirement of meal and rest periods in Rule 2.3.3 and Rule 5 does not apply to a truck driver whose sole and principal duty is to haul livestock or to a combine or harvester operator while harvesting.

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

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

2.4.2 Commission Sales. Sales employees of retail or service industries paid on a commission basis,

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

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

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

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

2.4.6 Drivers, and Driver's Helpers, Subject to the Federal Motor Carrier Act ("MCA"). Drivers and their driver's helpers are exempt from Rule 4 (overtime) and Rule 5 (rest and meal periods) while and to the extent that they are:

(A) subject to the federal MCA and exempt from overtime requirements of the FLSA pursuant to 29 U.S.C. § 213(b)(1) and regulations promulgated thereunder;

(B) working on MCA-covered non-passenger vehicles, or on MCA-covered passenger vehicles qualifying as commercial motor vehicles requiring a commercial driver's license ("CDL") -- but not on vehicles that transport workers to and from manual work jobs (e.g., landscaping or lawn care, construction or roofing, cleaning or janitorial, or other manual labor) and do not require a CDL; and

(C) paid compensation equivalent to at least 50 hours at the Colorado minimum wage with overtime, as specified for the applicable year in the PAY CALC Order, regardless of whether the pay is hourly, salaried, piece rate, or on another basis.

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

2.4.8 Decision-Making Managers at Livestock Employers. The Rule 2.3.2 and Rule 4 overtime rules do not apply to decision-making managers at livestock employers, defined as follows.

(A) A "decision-making manager" (for purposes of this exemption) is an employee primarily engaged in livestock work:

(1) who is paid at least the applicable salary in Rule 2.5, as specified for the applicable year in the PAY CALC Order;

(2) who is not employed in the position on a seasonal or temporary basis (i.e., not expected to remain in the position for less than 12 months); and

(3) whose primary duties require routine exercise of independent judgment and discretion in matters of significance, and who either

(a) supervises two or more full-time employees, or

(b) reports directly to an owner (majority or minority), or to an executive-level employee who reports directly to such an owner, who routinely exercises independent judgment and discretion in matters of significance, whether in manual or non-manual labor (e.g., the owner's second-in-command, or the head of the site where the exempt employee works).

(B) A "livestock employer" (for purposes of this exemption) is an agricultural employer with significant responsibilities for "livestock" (as defined under the FLSA) care and health — a dairy, cattle ranch, feedlot, or similar employer — that does not qualify as a "highly seasonal" employer under Rule 2.3.2.

2.4.9 Range workers. The Rule 2.3.2 and Rule 4 overtime rules do not apply to range workers who are paid at least the minimum range worker salary (as specified in the PAY CALC Order for the applicable year) during periods when they are "principally engaged in the range production of livestock ... on the open range" (as defined by C.R.S. 8-6-101.5(b)), and are provided without cost or deduction any housing, food, transport, and equipment required for H-2A visa range workers by federal regulations.

2.5 Salary Thresholds for Certain Exemptions.

2.5.1 For COMPS exemptions requiring a salary, the "Salary Requirement" rules of the federal Fair Labor Standards Act in 29 C.F.R. Part 541 Subpart G, apply, except that under the COMPS Order, the salary must be at least the level specified for the applicable year in the PAY CALC Order and sufficient for the minimum wage for all hours in a workweek (with the exception of certain professionals listed in Rule 2.5.2). Except as provided in Rule 2.2.11, the weekly salary from July 1, 2020, through December 31, 2020, shall be \$684 (\$35,568 per year); \$778.85 for 2021 (\$40,500 per year); \$865.38 for 2022 (\$45,000 per year); \$961.54 for 2023 (\$50,000 per year); \$1,057.69 for 2024 (\$55,000 per year); and after 2024 shall be indexed every January 1 by the same Consumer Price Index ("CPI") as the Colorado minimum wage, as stated in the PAY CALC Order; except that the 2020 salary did not apply to the following two categories of employers, for whom the above salary schedule applied only as of January 1, 2021 — (A) non-profit employers with annual total gross revenue of under \$50 million, and (B) for-profit employers with annual total gross revenue of under \$1 million. Annual equivalents are based on 2080 hours over 52 weeks of 40 hours, as under the federal Fair Labor Standards Act, and are rounded to the nearest dollar.

For any employer that was not subject to the \$684 per week salary under this Rule 2.5.1 for all or part of 2020, the required salary was the equivalent of the Colorado \$12.00 minimum wage, less any applicable lawful credits, for all hours worked in a workweek; this salary requirement of minimum wage for all hours work applied under Minimum Wage Order #35 (2019) and prior Minimum Wage Orders.

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

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

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

Rule 3. Minimum Wages.

3.1 Statewide Minimum Wage. Under the minimum wage requirements of Article XVIII, Section 15, of the Colorado Constitution, all employees (with the exception detailed in Rule 3.3), whether employed on an hourly, piecework, commission, time, task, or other basis, shall be paid not less than the Colorado minimum wage, as specified for the applicable year in the PAY CALC Order, less any applicable lawful credits or exceptions noted, for all hours worked, if the employee is covered by either:

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

(B) the minimum wage provisions of the federal Fair Labor Standards Act (29 U.S.C. §§ 201 et seq.).

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

3.3 Reduced Minimum for Minors. The minimum wage may be reduced by 15% for non-emancipated minors, as specified for the applicable year in the PAY CALC Order.

Rule 4. Overtime.

4.1 Overtime Wages.

4.1.1 Employees shall be paid time and one-half of the regular rate of pay for any work in excess of any of the following, except as provided in exemptions or variances in Rule 2:

(A) 40 hours per workweek;

(B) 12 hours per workday; or

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

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

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

4.1.4 Performance of work in two or more positions, at different pay rates, for the same employer, shall be computed at the overtime rate based on the regular rate of pay as described in Rule 1.8.3.

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

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

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

Rule 5. Meal and Rest Periods.

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

5.2 Rest Periods. Every employer shall authorize and permit a compensated 10-minute rest period for each

4 hours of work, or major fractions thereof, for all employees, as follows, except as provided in exemptions or variances in Rule 2:

Work Hours	Rest Periods Required
2 or fewer	0
Over 2, and up to 6	1
Over 6, and up to 10	2
Over 10, and up to 14	3
Over 14, and up to 18	4
Over 18, and up to 22	5
Over 22	6

5.2.1 Rest periods shall be 10 minutes unless,

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

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

- (1) rest periods that average, over the workday, at least 10 minutes per 4 hours worked; and
- (2) at least 5 minutes of rest in every 4 hours worked.

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

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

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

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

rest periods that are incomplete, or for non-hourly-paid employees, or under any other rule or statute providing rest periods of different durations).

Rule 6. Deductions, Credits, and Charges.

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

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

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

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

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

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

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

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

6.3 Uniforms.

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

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

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

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

Rule 7. Employer Record-Keeping and Posting Requirements.

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

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

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

(C) daily record of all hours worked;

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

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

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

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

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

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

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

7.4 Posting and Distribution Requirements.

7.4.1 Posting. Every employer subject to the COMPS Order must display a COMPS Order poster for the current year, with applicable dollar figures as stated in the PAY CALC Order for that year, published by the Division in an area frequented by employees where it may be easily read during the workday. If the work site or other conditions make a physical posting impractical (including private residences employing only one worker, and certain entirely outdoor work sites lacking an indoor area), the employer shall provide a copy of the COMPS Order or poster to each employee within his or her first month of employment, and shall make it available to employees upon request. Employers shall be deemed noncompliant if they attempt to minimize the effect of posters or notices required by statute or these Rules, such as by communicating positions contrary to, or discouraging the exercise of rights covered in, the required poster or notice. An employer that does not comply with the above requirements of this paragraph shall be ineligible for any employee-specific credits, deductions, or exemptions in the COMPS Order, but shall remain eligible for employer- or industry-wide exemptions, such as exempting an entire employer or industry from any overtime or meal/rest period requirements in Rules 4-5.

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

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

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

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

Rule 8. Administration and Interpretation.

8.1 Recovery of Wages.

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

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

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

8.3 Investigations. The Director or a designated agent shall investigate and take all proceedings necessary to enforce the payment of the minimum wage and other provisions of the COMPS Order, pursuant to these rules and C.R.S. Title 8, Articles 1, 4, 6, and 13.3. Violations may be subject to the administrative procedure as described in the Colorado Wage Act, C.R.S. § 8-4-101, et seq.

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

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

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

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

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

8.7 Construction.

(A) Liberal construction of COMPS, narrow construction of exceptions/ exemptions. Under the C.R.S. § 8-6-102 "Construction" provision ("Whenever this article or any part thereof is interpreted by any court, it shall be liberally construed by such court"), applicable to rules on "wages which are inadequate to supply the necessary cost of living" (§ 8-6-104), on "conditions of labor detrimental to [worker] health or morals" (§ 8-6-104), on "conditions of labor and hours of employment not detrimental to health or morals for workers" (§ 8-6-106), on "what are unreasonably long hours" (§ 8-6-106), on what requirements are "necessary to carry out the provisions of this article" (§ 8-6-108.5), on minimum and overtime wages (§§ 8-6-109, -111, -116, -117), and on who qualifies as an "agricultural employer" (§ 8-6-120 (incorporating §§ 8-13.5-201(1); 8-3-104(1)(b))) : The provisions of the COMPS Order shall be liberally construed, with exceptions and exemptions accordingly narrowly construed.

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

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

8.9 Basis for Calculation. Calculations in the PAY CALC and COMPS Orders are based on Section 15 of Article XVIII of the Colorado Constitution ("Section 15") ("Colorado's minimum wage is ... adjusted annually for cost of living increases, as measured by the ... Consumer Price Index used for Colorado"); C.R.S. Article 8, Title 6; and the COMPS Order. All inflation-adjusted values applicable to the COMPS and PAY CALC Orders are based on the CPI used for Colorado, the Denver-Aurora-Lakewood CPI published by the federal Bureau of Labor Statistics. To effectuate the above provisions that employees must be paid not less than the prior year's minimum wage adjusted for inflation, Division rules and practice must round up, to the nearest cent, any fractional cents yielded by the inflation adjustment. Other than in the annual minimum wage calculation, Division rules and practice round fractional cents of at least 0.5 up, and of under 0.5 down.

Appendix A. Statutory Authority.

- C.R.S. §§ 8-1-101 ("General order' means an order of the director applying generally throughout the state to all persons, employments, or places of employment under the jurisdiction of the division");
- 8-1-103 ("Powers, duties, and functions of the director ... , includ[e] ... promulgation of rules, rates, regulations, and standards, and the rendering of findings, orders, and adjudications");
- 8-1-107 ("The director has the duty and the power to ... [a]dopt reasonable and proper rules and regulations relative to the exercise of his powers and proper rules and regulations to govern the proceedings of the division and to regulate the manner of investigations and hearings.");
- 8-1-108 ("General orders shall be effective ... after they are adopted by the director and posted"; "All orders of the division shall be ... in force and prima facie reasonable and lawful until ... found otherwise.");
- 8-1-111 ("The director is vested with the power and jurisdiction to have such supervision of every employment and place of employment ... [to] determine the conditions under which the employees labor ... , to enforce all provisions of law relating thereto ... to administer all provisions of this article with respect to the relations between employer and employee and to do all other acts and things convenient and necessary to accomplish the purposes of this article.");
- 8-1-130 ("The director has full power to hear and determine all questions within his jurisdiction, and his findings, award, and order issued thereon shall be final agency action.");
- 8-4-111 ("It is the duty of the director ... to enforce generally the provisions of this article.");
- 8-6-101.5 ("The minimum wage requirements of section 15 of article xviii of the state constitution, and any minimum wage laws enacted pursuant to this article 6, apply to agricultural employers employing agricultural workers. ... The Colorado minimum wage that an agricultural employer must pay to an agricultural worker who is principally engaged in the range production of livestock ... on the open range is: (i) beginning January 1, 2022, ... five hundred fifteen dollars per week; and (ii) beginning January 1, 2023, the minimum wage required in the prior calendar year adjusted annually The director may set a higher minimum wage than is required ... consistent with the director's authority and duties[.]");
- 8-6-101.5 ("An agricultural worker is entitled to an uninterrupted and duty-free meal period of at least a thirty-minute duration when the agricultural worker's shift exceeds five consecutive hours. ... An agricultural worker is entitled to an uninterrupted and duty-free rest period of at least ten minutes within each four hours

of work."); 8-13.5-203(3) ("An agricultural employer shall provide agricultural workers engaged in hand weeding and hand thinning an additional five minute rest period, which, insofar as is practicable, must be in the middle of each work period. The authorized rest period must be based on the total hours worked daily at the rate of fifteen minutes net rest time per four hours worked, or a major fraction thereof. The agricultural employer shall count the authorized rest period as hours worked and not deduct the rest period from the agricultural worker's wages.");

- 8-6-102 ("Whenever this article or any part thereof is interpreted by any court, it shall be liberally construed.");

- 8-6-104 ("It is unlawful to employ workers in any occupation ... for wages which are inadequate to supply the necessary cost of living and to maintain the health of the workers It is unlawful to employ workers in any occupation ... under conditions of labor detrimental to their health or morals.");

- 8-6-105 ("It is the duty of the director to inquire into the wages paid to employees and into the conditions of labor ... in any occupation ... if the director has reason to believe ... conditions of labor are detrimental to the health or morals of said employees or that the wages paid to a substantial number of employees are inadequate to supply the necessary cost of living and to maintain such employees in health.");

- 8-6-106 ("The director shall determine the minimum wages sufficient for living wages ... ; standards of conditions of labor and hours ... not detrimental to health or morals for workers; and what are unreasonably long hours.");

- 8-6-108 ("[F]or the purpose of investigating any of the matters [s/]he is authorized to investigate by this article ... [t]he director has power to make reasonable and proper rules and procedure and to enforce said rules and procedure."");

- 8-6-109 ("If after investigation the director is of the opinion that the conditions of employment surrounding said employees are detrimental to the health or morals or that a substantial number of workers in any occupation are receiving wages ... inadequate to supply the necessary costs of living and to maintain the workers in health, the director shall proceed to establish minimum wage rates.");

- 8-6-111 ("Overtime, at a rate of one and one-half times the regular rate of pay, may be permitted by the director under conditions and rules and for increased minimum wages which the director, after investigation, determines and prescribes by order and which shall apply equally to all employers in such industry or occupation.");

- 8-6-116 ("The minimum wages fixed by the director, as provided in this article, shall be the minimum wages paid to the employees, and the payment ... of a wage less than the minimum ... is unlawful");

- 8-6-117 ("In every prosecution ... of this article, the minimum wage established by the director shall be prima facie presumed to be reasonable and lawful and the wage required to be paid. The findings of fact made by the director acting within prescribed powers, in the absence of fraud, shall be conclusive.");

- 8-6-120 ("The director shall promulgate rules providing meaningful overtime and maximum hours protections to agricultural employees. ... In promulgating such rules, the director shall consider the inequity and racist origins of the exclusion of agricultural employees from overtime and maximum hours protections available to other employees, the fundamental right of all employees to overtime and maximum hours standards that protect the health and welfare of employees, and the unique difficulties agricultural employees have obtaining workplace conditions equal to those provided to other employees.");

- 8-12-115 ("The director shall enforce ... this article" and "shall promulgate rules and regulations more specifically defining the occupations and types of equipment permitted or prohibited by this article.");

- 8-13.3-403 ("The division shall promulgate rules regarding compensation and accrual of paid sick leave for employees employed and compensated on a fee-for-service basis.");

- 8-13.3-407 ("Determinations made by the division under this section [as to paid sick leave] are appealable pursuant to section 8-4-111.5 and rules promulgated by the department regarding appeals and strategic

enforcement.");

- 8-13.3-408 ("Each employer shall notify its employees that they are entitled to paid sick leave, pursuant to rules promulgated by the division.");

- 8.13.3-410 ("The director may coordinate implementation and enforcement of this part and adopt rules as necessary for such purposes.");

- 8.13.35-202 (c) ("To ensure that agricultural workers have meaningful access to services, the director of the division shall promulgate rules regarding additional times during which an employer may not interfere with an agricultural worker's reasonable access to key service providers, including periods during which the agricultural worker is performing compensable work, especially during periods when the agricultural worker is required to work in excess of forty hours per week and may have difficulty accessing such services outside of work hours.");

- 8.13.5-203 ("The director of the division shall promulgate rules that require agricultural employers to protect agricultural workers from heat-related stress illnesses and injuries when the outside temperatures reach eighty degrees or higher, with discretion to adjust requirements based on environmental factors, exposure time, acclimatization, and metabolic demands of the job as set forth in the federal Department of Health and Human Services Centers for Disease Control and Prevention National Institute for Occupational Safety and Health 2016 Revised Publication: Criteria for a Recommended Standard, Occupational Exposure to Heat and Hot Environments."); and

- the Administrative Procedure Act, C.R.S. § 24-4-103.

Accommodations for Nursing Mothers

Rock Harbor Logistics will provide nursing mothers reasonable unpaid break time to express milk for their infant child(ren) for up to two years following the child's birth.

If you are nursing, the Company will make reasonable efforts to provide you a private room 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, refrigerators provided in the lactation room or other location, in a personal cooler. Sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator.

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

Meal and Rest Periods

Rock Harbor Logistics strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your Supervisor regarding procedures and schedules for rest and meal breaks. The Company requests that employees accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your Supervisor know; in addition, notify your Supervisor as soon as possible if you were unable to or prohibited from taking a meal or rest period.

In Colorado, employees are entitled to a 30-minute, uninterrupted, unpaid meal period for all shifts exceeding five consecutive hours. If this is not possible or is impractical, you will be permitted to consume an "on duty" meal while performing your work duties, and this break will be paid. Additionally, you will have a 10-minute paid rest period for each four-hour work period; insofar as practicable these rest periods will be in the middle of each four-hour work period.

Overtime

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

At certain times Rock Harbor Logistics 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.

All other paid leave time (bereavement, jury duty) will not count as days worked for the purpose of overtime.

Pay Period

At Rock Harbor Logistics, the standard pay period is weekly. for all employees. Pay dates are every Friday at 9:00 am. If a pay date falls on a holiday, you will be paid on the day prior to the Holiday. The pay week runs Sunday - Saturday. Special provisions may be required from time to time if holidays fall on pay dates. Review your paycheck for accuracy. If you find an issue, report it to your Supervisor immediately.

Performance, Discipline, Layoff, and Termination

Disciplinary Process

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

In appropriate circumstances, management will first provide you with a verbal warning, then with one or more written warnings, and if the conduct is not sufficiently altered, eventual demotion, transfer, forced leave, or termination of employment. Your Supervisor will make every effort possible to allow you to respond to any disciplinary action taken. Understand that while the Company is concerned with consistent enforcement of our policies, we are not obligated to follow any disciplinary or grievance procedure and that depending on the circumstances, you may be disciplined or terminated without any prior warning or procedure.

General Policies

Access to Personnel and Medical Records Files

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

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

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

Benefits

Domestic Violence Leave

Rock Harbor Logistics will provide employees 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 unpaid 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.

Optional: Before taking unpaid leave under this policy, you must exhaust any available annual vacation leave, PTO, personal leave, if applicable.

Retaliation

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

Jury Duty Leave

Rock Harbor Logistics encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your Supervisor as soon as possible to make scheduling arrangements. Employees who are called for jury duty will receive their normal pay for the period of absence.

An employee on jury duty will be expected to work as much of his/her regular schedule shifts as his/her jury duty schedule permits, except that for non-exempt employees the combined time on jury duty and at work should not exceed forty hours per week, unless the need for such work is critical. Employees are expected to return to work immediately when released early. Only time worked for the company will count toward the

forty hour requirement for overtime payments.

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

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

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.

Greg Heying, CEO

Rock Harbor Logistics

Acknowledgment of Receipt and Review

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

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

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

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

This handbook supersedes any previous handbook or policy statements, whether written or oral, issued by Rock Harbor Logistics.

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

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