



THE VAIL JAZZ FOUNDATION, INC.

Employee Handbook

Effective as of November 1, 2022

## TABLE OF CONTENTS

1. MISSION
2. OVERVIEW
3. DEFINITION OF TERMS
4. VOLUNTARY AT-WILL EMPLOYMENT
5. EQUAL EMPLOYMENT OPPORTUNITY
6. EMPLOYEES WITH DISABILITIES
7. POLICY AGAINST WORKPLACE HARASSMENT
8. SOLICITATION
9. HOURS OF WORK, ATTENDANCE AND PUNCTUALITY
10. TIME CARDS AND PAY PERIODS
11. PERSONNEL RECORDS
12. WORK REVIEW
13. BENEFITS
14. LEAVE BENEFITS AND OTHER WORK POLICIES
15. REIMBURSEMENT OF EXPENSES
16. SEPARATION FROM EMPLOYMENT
17. RETURN OF PROPERTY
18. REVIEW OF PERSONNEL ACTION
19. DRESS CODE/APPEARANCE
20. NO SMOKING POLICY
21. VEHICLE SAFETY
22. ACCIDENTS/WORKERS' COMPENSATION
23. ALCOHOL, DRUGS AND DRUG TESTING/DRUG-FREE WORKPLACE
24. OUTSIDE EMPLOYMENT
25. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION
26. GUEST SERVICE POLICY
27. COMPUTER AND INFORMATION SECURITY
28. INTERNET - ACCEPTABLE USE POLICY
29. NO CONFLICT WITH LAWS, STATUES AND ORDINANCES

## **1. MISSION**

The Vail Jazz Foundation, Inc. (“Vail Jazz”) perpetuates jazz music through live performances that showcase the artistry and talent of great jazz musicians, and through jazz education programs, with a focus on young musicians and young audiences.

Vail Jazz strives to: (i) educate and enlighten listeners to the artistry, beauty, and history of jazz, America’s own art form; (ii) entertain and inspire, audience and musician, young and old, resident and visitor, through the presentation of quality jazz in beautiful, inspiring settings; (iii) support the growth, development and vitality of the jazz art form through our live performance and education programs; and (iv) create a distinctive series of annual programs and events to serve performers, students, teachers and the audience.

## **2. OVERVIEW**

This Vail Jazz Employee Handbook (the “Handbook”) has been developed to provide general guidelines about Vail Jazz’s policies and procedures for employees. It is a guide to assist you in becoming familiar with some of the privileges and obligations of your employment, including Vail Jazz’s policy of voluntary at-will employment. None of the policies or guidelines in the Handbook are intended to give rise to contractual rights or obligations, or to be construed as a guarantee of employment for any specific period of time, or any specific type of work. Additionally, with the exception of the voluntary at-will employment policy, these guidelines are subject to modification, amendment or revocation by Vail Jazz at any time, without advance notice.

The personnel policies of Vail Jazz are established by the Board of Directors, which has delegated authority and responsibility for their administration to the Executive Director. The Executive Director may, in turn, delegate authority for administering specific policies. Employees are encouraged to consult with their supervisors for additional information regarding the policies, procedures, and privileges described in this Handbook and questions about personnel matters. Vail Jazz will provide each individual a copy of this Handbook upon employment. All employees are expected to abide by it. The highest standards of personal and professional ethics and behavior are expected of all Vail Jazz employees. Further, Vail Jazz expects each employee to display good judgment, diplomacy and courtesy in their professional relationships with members of Vail Jazz’s Board of Directors, its committees, its Advisory Board, as well as its officers, staff, interns, volunteers, vendors, suppliers, independent contractors, audience and the general public.

## **3. DEFINITION OF TERMS**

As used in this Handbook, the following terms shall have the meanings set forth herein:

- A. **Employer.** Vail Jazz is the employer of all full-time, part-time and temporary employees. An employee is hired, provided compensation and applicable benefits, and has his or her work directed and evaluated by Vail Jazz.
- B. **Full-Time Employee.** A full-time employee regularly works at least thirty (30) hours per week.

- C. **Part-Time Employee.** A part-time employee regularly works less than thirty (30) hours per week but no less than seventeen and one-half (17½) hours per week.
- D. **Exempt Employee.** An exempt employee is an employee who is paid on a salary basis and meets the qualifications for exemption from the overtime requirements of the Fair Labor Standards Act (“FLSA”). As applicable here, an employee is exempt under the FLSA if he or she is “employed in a bona fide executive, administrative, or professional capacity.” 29 U.S.C. § 213(a)(1).
- E. **Non-Exempt Employee.** A non-exempt employee is an employee who is paid an hourly rate and does not meet the qualifications for exemption from the overtime requirements of the Fair Labor Standards Act (“FLSA”). For non-exempt employees, an accurate record of hours worked must be maintained. Vail Jazz will compensate non-exempt employees in accordance with applicable federal and state laws and regulations.
- F. **Temporary Employee.** An individual employed, either on a full-time or part-time basis, for a specific period of time less than six months. Temporary employees are entitled only to those benefits required by statute or as otherwise stated in this Handbook.

All employees are classified as exempt or non-exempt in accordance with federal and state laws and regulations. Each employee is notified at the time of hire of his or her specific compensation category and exempt or non-exempt status.

- G. **Contract Workers.** A contract worker (also referred to here as an independent contractor) is paid outright and is responsible for his or her own taxes. As they are not considered employees, benefits and overtime do not apply to contract workers. Vail Jazz will not deduct taxes out of paychecks for contract workers.

#### **4. VOLUNTARY AT-WILL EMPLOYMENT**

All employment at Vail Jazz is “at-will.” This means that employees may be terminated from employment with Vail Jazz with or without cause, and employees are free to leave the employment of Vail Jazz with or without cause. Any representation by any Vail Jazz officer or employee contrary to this policy is not binding upon Vail Jazz unless it is in writing and is signed by the Executive Director with the approval of the Board of Directors.

#### **5. EQUAL EMPLOYMENT OPPORTUNITY**

Vail Jazz shall follow the spirit and intent of all federal, state and local employment laws and is committed to equal employment opportunity. To that end, the Board of Directors, Executive Director and other officers of Vail Jazz will not discriminate against any employee or applicant in a manner that violates the law.

Vail Jazz is committed to providing equal opportunity for all employees and applicants without regard to race, color, religion, national origin, gender, age, marital status, sexual orientation, disability, political affiliation, personal appearance, family responsibilities, or any other characteristic protected under federal, state or local law or that of the individual’s relatives, friends, or associates. Each

person is evaluated on the basis of personal skill and merit. Vail Jazz's policy regarding equal employment opportunity applies to all aspects of employment, including recruitment, hiring, job assignments, promotions, working conditions, scheduling, benefits, wage and salary administration, disciplinary action, termination, and social, educational and recreational programs. The Executive Director shall act as the responsible agent in the full implementation of the Equal Employment Opportunity policy.

Vail Jazz will not tolerate any form of unlawful discrimination. All employees are expected to cooperate fully in implementing this policy. In particular, any employee who believes that any other employee of Vail Jazz may have violated the Equal Employment Opportunity Policy should report the possible violation to the Executive Director.

If Vail Jazz determines that a violation of this policy has occurred, it will take appropriate disciplinary action against the offending party, which can include counseling, warnings, suspensions, and termination. Employees who report, in good faith, violations of this policy and employees who cooperate with investigations into alleged violations of this policy will not be subject to retaliation. Upon completion of the investigation, Vail Jazz will inform the employee who made the complaint of the results of the investigation.

Vail Jazz is also committed to complying fully with applicable disability discrimination laws, and ensuring that equal opportunity in employment exists at Vail Jazz for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis. Reasonable accommodations will be available to all qualified disabled employees, upon request, so long as the potential accommodation does not create an undue hardship on Vail Jazz. Employees who believe that they may require an accommodation should discuss these needs with the Executive Director.

## **6. EMPLOYEES WITH DISABILITIES**

Vail Jazz is committed to complying with all applicable provisions of the Americans with Disabilities Act ("ADA"). It is Vail Jazz's policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability or perceived disability so long as the employee can perform the essential functions of the job. Consistent with this policy of nondiscrimination, Vail Jazz will provide reasonable accommodations to a qualified individual with a disability, as defined by the ADA, who has made Vail Jazz aware of his or her disability, provided that such accommodation does not constitute an undue hardship on Vail Jazz.

Employees with a disability who believe they may need a reasonable accommodation to perform the essential functions of their job should contact the Executive Director. Vail Jazz encourages individuals with disabilities to come forward and request reasonable accommodation.

## **7. POLICY AGAINST WORKPLACE HARASSMENT**

Vail Jazz is committed to providing a work environment for all employees that is free from sexual harassment and other types of discriminatory harassment. Employees are expected to conduct themselves in a professional manner and to show respect for their co-workers.

Vail Jazz's commitment begins with the recognition and acknowledgment that sexual harassment and other types of discriminatory harassment are, of course, unlawful. To reinforce this commitment, Vail Jazz has developed a policy against harassment and a reporting procedure for employees who have been subjected to, or witnessed harassment. This policy applies to all work-related settings and activities, whether inside or outside the workplace, and includes performances and educational programs presented by Vail Jazz, business trips and business-related social events.

Vail Jazz's property (e.g. telephones, copy machines, fax machines, computers, and computer applications such as e-mail and Internet access) may not be used to engage in conduct that violates this policy. Vail Jazz's policy against harassment covers employees and other individuals who have a relationship with Vail Jazz which enables Vail Jazz to exercise some control over the individual's conduct in places and activities that relate to Vail Jazz's work (e.g. directors, officers, independent contractors, vendors, volunteers, etc.).

**Prohibition of Sexual Harassment:** Vail Jazz's policy against sexual harassment prohibits sexual advances or requests for sexual favors or other physical or verbal conduct of a sexual nature, when: (i) submission to such conduct is made an express or implicit condition of employment; (ii) submission to or rejection of such conduct is used as a basis for employment decisions affecting the individual who submits to or rejects such conduct; or (iii) such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile, humiliating, or offensive working environment.

It is also unlawful and expressly against Vail Jazz policy to retaliate against an employee for filing a complaint of sexual harassment or for cooperating with an investigation of a complaint of sexual harassment.

**Prohibition of Other Types of Discriminatory Harassment:** It is also against Vail Jazz's policy to engage in verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her race, color, religion, national origin, gender, age, marital status, sexual orientation, disability, political affiliation, personal appearance, family responsibilities, or any other characteristic protected under federal, state or local law or that of the individual's relatives, friends, or associates

It is also against Vail Jazz's policy to retaliate against an employee for filing a complaint of discriminatory harassment or for cooperating in an investigation of a complaint of discriminatory harassment.

**Reporting of Harassment:** If you believe that you have experienced or witnessed sexual harassment or other discriminatory harassment by any employee of Vail Jazz, you should report the incident immediately to the Executive Director. Possible harassment by others with whom Vail Jazz has a business relationship, including customers and vendors, should also be reported as soon as possible so that appropriate action can be taken. Vail Jazz will promptly and thoroughly investigate all reports of harassment as discreetly and confidentially as practicable.

If Vail Jazz determines that a violation of this policy has occurred, it will take appropriate disciplinary action against the offending party, which can include counseling, warnings, suspensions,

and termination. Employees who report violations of this policy and employees who cooperate with investigations into alleged violations of this policy will not be subject to retaliation. Upon completion of the investigation, Vail Jazz will inform the employee who made the complaint of the results of the investigation.

Compliance with this policy is a condition of each employee's employment. Employees are encouraged to raise any questions or concerns about this policy or about possible discriminatory harassment with the Executive Director. In the case where the allegation of harassment is against the Executive Director, please notify the Chairman of the Board of Directors.

## **8. SOLICITATION**

Employees are prohibited from soliciting (personally or via electronic mail) for memberships, pledges, subscriptions, the collection of money or for any other unauthorized purpose anywhere on Vail Jazz property during work time, especially those of a partisan or political nature. "Work time" includes time spent in actual performance of job duties but does not include lunch periods or breaks. Outside of work time employees may not solicit or distribute to working employees. Persons who are not employed by Vail Jazz may not solicit or distribute literature on Vail Jazz's premises at any time for any reason. Employees are prohibited from distributing, circulating or posting (on bulletin boards, refrigerators, walls, etc.) literature, petitions or other materials at any time for any purpose without the prior approval of the Executive Director.

## **9. HOURS OF WORK, ATTENDANCE AND PUNCTUALITY**

### **A. Work Week and Hours of Work**

The normal work week for Vail Jazz shall consist of five (5), eight (8) hour days. Ordinarily, work hours are from 9:00 a.m. - 5:00 p.m., Monday through Friday, including one half hour for lunch. Employees may request the opportunity to vary their work schedules to better accommodate personal responsibilities and/or to work remotely. Such request may be approved, but at all times will be subject to a determination by the Executive Director that any variation will not adversely affect Vail Jazz. In all positions, hours will vary drastically when in festival and event season, including hours worked per day and days of the week worked. Varied schedules will be implemented to ensure employees receive two days off per week, where possible.

### **B. Attendance and Punctuality**

Attendance is a key factor in your job performance. Punctuality and regular attendance, whether working from the Vail Jazz office, remotely, or at a designated location such as a performance venue, are expected of all employees. Excessive absences (whether excused or unexcused), tardiness or leaving early is unacceptable. If you are absent for any reason or plan to arrive late or leave early, you must notify your supervisor as far in advance as possible and no later than one hour before the start of your scheduled work day. In the event of an emergency, you must notify your supervisor as soon as possible.

For all absences extending longer than one day, you must telephone your immediate supervisor prior to the start of each scheduled workday. When reporting an absence, you should indicate the nature

of the problem causing your absence and your expected return-to-work date. A physician's statement may be required as proof of the need for any illness-related absence regardless of the length of the absence. Except as provided in other policies, an employee who is absent from work for three (3) consecutive days without notification to his or her supervisor will be considered to have voluntarily terminated his or her employment. The employee's final paycheck will be mailed to the last mailing address on file with Vail Jazz.

Excessive absences, tardiness or leaving early will be grounds for discipline up to and including termination. Depending on the circumstances, including the employee's length of employment, Vail Jazz may counsel employees prior to termination for excessive absences, tardiness or leaving early.

### C. Overtime

Overtime pay, which is applicable only to "non-exempt employees" (as defined above) is for any time worked in excess of 40 hours in a work week. Only the Executive Director, upon the request of an employee's supervisor, may authorize overtime. Overtime rate is one and one-half times (1½) the employee's straight time rate. Payment of overtime will be provided in the pay period following the period in which it is earned.

## **10. TIME CARDS AND PAY PERIODS**

Hourly employees must complete, within two (2) days of the end of each pay period, their time and attendance record for review and approval by their supervisor. Accurately recording time worked is the responsibility of every employee. Tampering, altering, or falsifying time records, or recording time on another employee's time record may result in disciplinary action, including separation from employment with Vail Jazz.

Pay periods are the first fifteen (15) days of a month and the remaining days of a month. Pay checks are distributed on the 20<sup>th</sup> day of the month and the 5<sup>th</sup> day of the next month, except when either of those days falls on a Saturday, Sunday or holiday, in which case paychecks will be distributed on the preceding workday. All salary deductions are itemized and presented to each employee with his/her paycheck. Approved salary deductions may include: (i) federal and state income taxes; (ii) social security, Medicare, and state disability insurance; (iv) the employees' portion, at the rate established by the Executive Director from time-to-time, of the premium for the group health insurance plan provided by Vail Jazz to its employees; and (v) other benefits (e.g., life insurance, retirement plans, etc., if applicable).

## **11. PERSONNEL RECORDS**

Personnel records are the property of Vail Jazz, and access to the information they contain is restricted and confidential. A personnel file shall be kept for each employee and should include the employee's job application, copy of the letter of employment and position description, performance reviews, disciplinary records, records of salary increases and any other relevant personnel information. It is the responsibility of each employee to promptly notify his or her supervisor in writing of any changes in personnel data, including personal mailing addresses, telephone numbers, names of dependents, and individuals to be contacted in the event of an emergency.

## 12. WORK REVIEW

The work of each employee is reviewed on an ongoing basis with the supervisor to provide a systematic means of evaluating performance. We encourage ongoing dialogue between management and each employee to discuss the employee's performance.

The annual performance review is a formal opportunity for the supervisor and employee to exchange ideas that will strengthen their working relationship, review the past year, and anticipate Vail Jazz's needs in the coming year. The purpose of the review is to encourage the exchange of ideas in order to create positive change within Vail Jazz. To that end, it is incumbent upon both parties to have an open and honest discussion concerning the employee's performance.

## 13. BENEFITS

Vail Jazz shall provide a competitive package of benefits to all eligible full-time employees.

### A. Health Insurance

Vail Jazz provides health insurance benefits under a group policy for eligible full-time employees. It does not provide coverage for those full-time employees who are insured through their spouse, are retired military, or have coverage under other plans. Coverage is provided after ninety (90) days of continuous employment. The provisions and coverage of the group health insurance policy maintained by Vail Jazz is determined and approved annually by the Executive Director. Vail Jazz presently requires each covered employee to pay twenty-five (25%) percent of that portion of the insurance premium attributed to the employee. The amount due is deducted from each covered employee's paycheck. Vail Jazz reserves the right to increase the percentage allocated to each employee in the future and to alter the amounts and types of coverage maintained by Vail Jazz. Notice of any change in the percentage payable by an employee and/or the amounts and types of coverage maintained will be provided to all covered employees.

### B. Social Security/Medicare/Medicaid

Vail Jazz participates in the provisions of the Social Security, Medicare and Medicaid programs. Employees' contributions are deducted from each paycheck and Vail Jazz contributes at the applicable wage base as established by federal law.

### C. Workers' Compensation and Unemployment Insurance

Employees are covered for benefits under the Workers' Compensation Law. Absences for which worker compensation benefits are provided are not charged against the eligible employee's personal leave. To assure proper protection for employees and Vail Jazz, **any accident that occurs on the job must be reported within twenty-four (24) hours of the accident, even if there are minor or no injuries apparent at the time.** Forms for this purpose are available from Vail Jazz.

### D. Ski Pass or Wellness Benefit

Vail Jazz will annually provide reimbursement to each full-time employee for either a ski pass (“Pass”) or a wellness benefit (health club membership, training services, chiropractic services, etc.) (“Benefit”), paid for by the employee, upon the terms and conditions set forth below:

- (1) The employee must be a full-time employee for at least ninety (90) days to receive the Pass or Benefit.
- (2) The employee must make an election whether he/she will receive a Pass or a Benefit and such election shall be irrevocable for the next twelve (12) months. The employee shall be responsible for the payment for the Pass or Benefit selected and shall provide to Vail Jazz evidence of payment and a description of the Pass or Benefit purchased at the time of payment.
- (3) Whether a Pass or Benefit is selected, the maximum amount of reimbursement that an employee is eligible for in accordance with this Section 13D shall be an amount equal to the cost of that ski season’s Vail Merchant Ski Pass, or comparable ski pass if Vail Resorts alters the type of pass offered to employees of Vail businesses.
- (4) Employee shall receive reimbursement for the Pass or Benefit selected, subject to the maximum amount set forth above, when the term of the Pass or Benefit selected expires. If an employee’s employment is terminated, voluntarily or involuntarily, within five (5) months after the first day the Pass or Benefit may first be used, the employee will only be eligible for reimbursement in an amount equal to the maximum amount reimbursable, pro-rated over that portion of the five (5) month period when the employee was employed by Vail Jazz.
- (5) The value of the Pass or the Benefit received by an employee is taxable to the employee.

## **14. LEAVE BENEFITS AND OTHER WORK POLICIES**

### **A. Holidays**

Full-time employees are eligible for six (6) paid holidays per year as follows:

New Year’s Day

Memorial Day

Independence Day

Thanksgiving Day

The Day After Thanksgiving Day

Christmas Day

Full-time employees wishing to take religious holidays may substitute a religious holiday for one of those listed above, with advance approval from the Executive Director. All other employees are ineligible for holiday leave benefits. In those years when any of the above mentioned holidays fall on Saturday or Sunday, the Executive Director will designate the work day that will replace the weekend holiday. If a full-time employee works on a holiday, he/she will be given a “floating” paid day off in lieu of the holiday. An employee must have prior approval from the Executive Director for the day of the “floating” paid day off.

## B. Vacation

Only full-time and part-time employees are entitled to earn vacation benefits. Temporary employees are ineligible for vacation benefits. Vacation benefits are subject to the following:

- (1) During the first ninety (90) days of employment, full-time employees will not earn vacation benefits. Thereafter a full-time employee will earn up to two (2) weeks (ten (10) days) of vacation benefits, based on one (1) day of benefit for each twenty-five (25) days worked (the "Rate"), determined in the first year of employment retroactively to the first day of employment. Full-time employees will continue to earn two (2) weeks (ten (10) days) of vacation for the second full year of employment based upon the Rate. In their third and fourth full year of employment, full-time employees will earn three (3) weeks (fifteen (15) days) of vacation based upon the Rate. In their fifth full year of employment and thereafter, full-time employees will earn four (4) weeks (twenty (20) days) of vacation per year based upon the Rate.
- (2) During the first ninety (90) days of employment, part-time employees will not earn vacation benefits. Thereafter a part-time employee will earn one (1) hour of vacation benefit for each twenty (20) hours worked, determined in the first year of employment retroactively to the first day of employment, but not to exceed forty (40) hours of vacation benefits annually. For example, a part-time employee working twenty (20) hours a week would have accrued forty (40) hours of vacation benefits after working forty (40) weeks.
- (3) In order to provide each full-time and part-time employee with the most amount of flexibility when planning vacations, on the first anniversary of an employee's employment by Vail Jazz and each anniversary thereafter, the employee will be provided with an account that is credited with the maximum number of vacation days that the employee would be entitled to as set forth above for the "employment year" then commencing. Determination for part-time employees will be based upon the assumption that the number of hours worked in the year about to commence will be the same as the year just completed. For employees with less than one year's employment, the credit shall be given after one hundred eighty (180) days of employment. If an employee's account is "overdrawn" at the time of the employee's termination, whether voluntarily or involuntarily, due to the failure of the employee to complete the employment year then underway, the employee will repay Vail Jazz for the vacation days taken but not earned based upon the Rate. Vail Jazz is authorized to deduct the foregoing amount from an employee's final pay check. If at the end of an employment year an employee has any unused vacation days, they shall be carried over until the next employment year, but shall expire, and be of no value, if not used during the employment year they are carried over to. If an employee's employment is terminated, whether voluntarily or involuntarily, Vail Jazz shall pay the employee for all earned, unused and non-expired vacation days in accordance with the above at the per diem rate equal to the employee's then current annual salary rate divided by two hundred fifty-four (254) (the "Per Diem Rate").
- (4) Notwithstanding the provisions of Section 14B, the determination of the number of vacation days a full-time employee is entitled to, for an employee who was employed by

Vail Jazz as of February 1, 2021 (“Current Employee”), shall be as set forth in a separate agreement with each Current Employee. All Current Employees acknowledge and agree that as of the date of the adoption of this Handbook all vacation benefits for prior periods have been received.

- (5) Use of vacation benefits are subject to approval by an employee’s supervisor and must be requested in advance. Due to the demanding and intense nature of the work load during Vail Jazz’s festival season from mid-June to Labor Day (the “Festival Season”) more than three (3) consecutive days of vacation will require the approval of the Executive Director and will generally not be authorized.

#### C. Paid Sick Leave

Vail Jazz provides up to six (6) days of paid sick leave at the rate of one (1) hour for every thirty (30) hours worked in a calendar year, effective the first day of each calendar year, or the employee’s hire date, whichever is later. For a salaried employee it is assumed that the employee works eight (8) hours a work day. Unused sick days are carried over to the next year. If an employee’s employment is terminated, whether voluntarily or involuntarily, Vail Jazz shall have no obligation to pay the employee for any unused sick leave.

#### D. Paid Personal Leave

Vail Jazz provides up to four (4) days of paid personal leave at the rate of one (1) hour for every thirty (30) hours worked in a calendar year, effective the first day of each calendar year, or the employee’s hire date, whichever is later. For a salaried employee it is assumed that the employee works eight (8) hours a work day. Unused personal leave days expire at the end of each calendar year. If an employee’s employment is terminated, whether voluntarily or involuntarily, Vail Jazz shall have no obligation to pay the employee for any unused personal leave days.

- (1) Use of paid personal leave benefits are subject to approval by an employee’s supervisor and must be requested in advance. Due to the demanding and intense nature of the work load during the Festival Season more than one (1) day of personal leave will require the approval of the employee’s supervisor and will generally not be authorized.
- (2) All Current Employees acknowledge and agree that as of the date of the adoption of this Handbook all paid personal leave has been received.

#### E. Military Leave

Employees who are inducted into or enlist in the Armed Forces of the United States or are called to duty as a member of a reserve unit may take an unpaid leave in accordance with applicable law. The employee must provide advance notice of his or her need for a military leave and Vail Jazz will request a copy of the employee’s orders, which will be kept on record by Vail Jazz. The time an employee spends on military leave will be counted as continuous service for the purpose of determining eligibility and accrual for various benefit plans and policies. For military leaves extending 30 days or less, Vail Jazz will continue to pay the portion of the premium on health insurance, if any, that it was paying before military leave began. In order to continue such health insurance, the employee must continue to pay his or her portion of premiums during this

period. For military leaves extending beyond 30 days, the employee will have the option to continue his or her insurance coverage at the employee's cost. Upon return from military leave, employees will be reinstated as required by law and benefits will be reinstated with no waiting periods.

#### F. Civic Responsibility

Vail Jazz believes in the civic responsibility of its employees and encourages this by allowing employees time off to serve jury duty when required and to serve as nonpartisan Election Day poll workers when appropriate and approved.

- (1) Jury Duty. For time served on jury duty, Vail Jazz will pay employees the difference between his or her salary and any amount paid by the government, unless prohibited by law, up to a maximum of ten (10) days. If an employee is required to serve more than ten days of jury duty, Vail Jazz will provide the employee with unpaid leave. Employees must provide Vail Jazz a copy of proof of service received by from the court in which they serve.
- (2) Election Day Time to Vote. Voting polls are open from 7:00 a.m. to 8:00 p.m. on Election Day. If you need additional time to vote, up to two hours with pay will be given to you at the beginning or end of the day. You must request the time from your supervisor at least three (3) days prior to Election Day.
- (3) Election Day Poll Workers. Vail Jazz will pay employees the difference between his or her salary and any amount paid by the government or any other source, unless prohibited by law for serving as an Election Day worker at the polls on official election days (not to exceed two (2) elections in one (1) calendar year). While performing their official nonpartisan duties at the polls, Election Day workers may not engage in political activity or campaign for or against any candidate or ballot measure. Vail Jazz requires that employees provide proof of service for their time at the polls.

Employees interested in using this benefit, must have written approval from the Executive Director thirty (30) days before the election, which may be withheld if the Executive Director determines that the employee's absence will interfere with the organization's operations.

- (4) Volunteerism. Vail Jazz encourages employees to volunteer for local non-profit organizations on their free time. Flex time may be granted with approval of the Executive Director, should employees want to volunteer during regular work hours.
- (5) Community Involvement. Vail Jazz encourages employees to participate in community events and programs.

#### G. Nursing Mothers Policy

In compliance with the Fair Labor Standards Act, as amended, and to ease the transition of mothers returning to work following the birth of a child, lactation accommodation will be provided for nursing mothers. For up to a year following a child's birth, nursing employees will be provided break time to express breast milk during the workday. The employee will be allowed a reasonable break time whenever she has the need to express milk throughout the day. Vail Jazz will provide a private

(non-bathroom) area for nursing employees to express breast milk. Employees must bring their own cooler or storage container.

#### H. Bereavement Leave

Employees shall be entitled to bereavement leave with pay of five (5) days in the event of a death in the employee's immediate family (spouse/life partner, child or parent) and three (3) days for grandparent, sister or brother, father-in-law, mother-in-law, or grandchildren. If an employee wishes to take time off due to the death of an immediate family member, the employee must notify his/her supervisor immediately. Approval of bereavement leave will occur in the absence of unusual operating requirements. An employee may use, with the Executive Director's approval, available personal leave for additional time off as necessary and in accordance with operating needs as determined by the Executive Director.

#### I. Extended Personal Leave

Employees who have been employed by Vail Jazz for at least two (2) years may apply for personal leaves of absence for up to eight weeks. Extended personal leaves are unpaid and are discretionary with the management of Vail Jazz. When considering a request for an extended personal leave, Vail Jazz will consider factors such as: (i) the employee's position; (ii) the employee's length of service; (iii) the employee's performance record including attendance; (iv) the purpose of the leave; (v) the effect of the leave on other employees; and (vi) Vail Jazz's general business needs.

Extended personal leaves are unpaid. However, accrued vacation or personal leave time may be used to continue an employee's salary during the extended personal leave. Vacation and sick leave time will not continue to accrue during the extended personal leave. Health insurance coverage will continue provided that the employee pays all costs of same and under the applicable insurance policy such coverage can be continued. Vail Jazz cannot guarantee reinstatement upon return from an extended personal leave. Vail Jazz will, however, make a reasonable effort to place the employee in an available position for which he or she is qualified. If such a position is not available, then the employee's employment will terminate. Even in that event, the employee may later apply for reemployment. Employees who fail to report to work after an approved extended personal leave are deemed to have voluntarily resigned. When an approved extended personal leave has been exhausted, the employee may request additional extended personal leave. The Executive Director must approve all extended personal leaves.

#### J. Severe Weather Conditions

Vail Jazz may close its offices due to severe weather conditions in which case employees may be asked to work from home. Employees will be notified by their supervisor when these decisions are made.

#### K. Meetings and Conference

In the sole discretion of the Executive Director, full-time employees may be given limited time off with pay in order to participate in educational opportunities related to the employee's current or

anticipated position with Vail Jazz. An employee serving as an official representative of Vail Jazz at a conference or meeting is considered on official business and not on leave.

#### L. Flex-Time

Flex-time may be granted to employees if they request it as long as permission is granted in advance and as long as work is completed on time. For example, an employee may take an extended lunch for a doctor's appointment and will be required to make up lost work hours as soon as possible, but no later than the expiration of the next pay period in which time is taken off. Arrangements for all flex-time must be made with an employee's supervisor.

### **15. REIMBURSEMENT OF EXPENSES**

Reimbursement is authorized for reasonable and necessary expenses incurred in carrying out job responsibilities. Automobile mileage (unless there is a separate auto allowance) or transportation, parking fees, and meal costs when required to attend a luncheon or banquet, are all illustrative of reasonable and necessary expenses.

An employee may be granted paid leave by the Executive Director to attend a conference, meeting or educational program related to their professional development, and/or Vail Jazz's current and anticipated work. The Executive Director may authorize the employee's reimbursement for actual and necessary expenses incurred, such as travel expenses, meal costs, lodging, tips, course fees and registration fees. Such authorization must be in writing. Employees may also request a travel advance to cover anticipated expenses for approved expenses.

Employees are responsible for transportation costs between the office and home during normal work hours. Employees authorized to use their personal cars for Vail Jazz business are reimbursed at the U.S. Internal Revenue Service approved rate unless they have a separate auto allowance, in which event there shall be no separate reimbursement. Mileage log sheets must be submitted for reimbursement. Receipts must be provided for all expenditures made in order to claim reimbursement.

### **16. SEPARATION FROM EMPLOYMENT**

Either Vail Jazz or the employee may initiate separation of employment. Vail Jazz encourages employees to provide at least two weeks (10 working days) written notice prior to intended separation. After receiving such notice, an exit interview will be scheduled by the Executive Director or his or her designee. Circumstances under which separation may occur include:

- A. Resignation. An employee that resigns should make his/her intention to resign known as far in advance as possible. Employees who resign are entitled to receive accrued, unused Vacation benefits upon departure.
- B. Termination or Lay-off. Under certain circumstances, the termination or lay-off of an employee may be necessary. Employees who are terminated or laid off are entitled to receive accrued, unused Vacation benefits upon departure.

**The Executive Director has authority to discharge an employee from the employ of Vail Jazz. As stated above, all employment at Vail Jazz is “at-will.” That means that employees may be terminated from employment with Vail Jazz with or without cause, and employees are free to leave the employment of Vail Jazz with or without cause**

At the sole discretion of the Executive Director, the employee may be asked to leave immediately or be given a period of notice.

## **17. RETURN OF PROPERTY**

Employees are responsible for Vail Jazz equipment, property and work products that may be issued to them and/or are in their possession or control, including but not limited to: (i) credit cards; (ii) identification badges; (iii) office/building keys; (iv) office/building security passes; (v) computers, hard drives/computer storage devices, electronic/voice mail codes, cell phones, tablets; and (vii) business records and intellectual property (e.g., written materials, work products).

In the event of separation from employment, or immediately upon request by the Executive Director or his or her designee, employees must return all Vail Jazz property that is in their possession or control. Where permitted by applicable law(s), Vail Jazz may withhold from the employee’s final paycheck the current value of the property, including intellectual property, which is not returned when required. Vail Jazz also may take any action deemed appropriate to recover or protect its property.

## **18. REVIEW OF PERSONNEL ACTION**

Employees may request a review of a personnel action or an unsatisfactory performance review. Employees should first discuss their concern with their supervisor. If further discussion is desired, the employee may then discuss the situation with the Executive Director. The decision of the Executive Director is final.

## **19. DRESS CODE/ APPEARANCE**

As an employee of Vail Jazz, you represent Vail Jazz to the outside community. It is important to Vail Jazz that employees consistently appear and act in a professional manner. Vail Jazz, therefore, requires that all employees, volunteers and independent contractors adhere to our Dress Code/ Appearance standards.

Workplace attire and grooming must be neat, clean and appropriate for the work being performed and the setting in which the work is performed. Natural and artificial scents may also become a distraction from a well-functioning workplace, and are also subject to this policy.

The following may be considered inappropriate for Vail Jazz’s workplace: (i) ripped, frayed, disheveled or unclean clothing; (ii) tight, revealing or otherwise inappropriate clothing; (iii) hair color not occurring in nature /unnatural colors, such as purple, pink, or blue; (iv) piercings other than in the ears, such as eyebrows, lips, tongue or gauge holes in the ears and Vail Jazz may ask that an employee remove a piece of jewelry during working hours; and (v) tattoos must be able to be concealed under clothing or bandages while on the job.

Any employee who does not meet the attire or grooming standards will be required to take corrective action, for example leaving the premises to change clothing. Hourly-paid staff will not be compensated for any work time missed because of failure to comply with designated workplace standards. Supervisors and the Executive Director reserve the right to determine whether an employee's appearance is inappropriate.

Depending on the nature of an employee's job, he/she may be required to meet special dress, grooming and hygiene standards, including the wearing of uniforms or designated clothing. Employees may be issued uniforms/special clothing and nametags which are to be worn at designated Vail Jazz events. Any shirt, jacket or other type of uniform issued to new employees remains the property of Vail Jazz. Termination of employment will necessitate return of the uniform to Vail Jazz (in good and clean condition). Failure to comply will prompt deduction of the current value of the uniforms from the employee's paycheck.

## **20. NO SMOKING POLICY**

Smoking is prohibited in the Vail Jazz office, at events and in Vail Jazz vehicles.

## **21. VEHICLE SAFETY**

Employees driving Vail Jazz vehicles must abide by all state and federal laws, including wearing seat belts at all times. Texting while driving is strictly prohibited. All accidents will be investigated and, if an employee is found to be negligent, appropriate disciplinary action will be taken. Vail Jazz asks that all employees drive safely and responsibly at all times.

## **22. ACCIDENTS/WORKERS' COMPENSATION**

All employees are to perform duties in a safe and careful manner. If at any time an employee feels that Vail Jazz is engaging in unsafe work practices, the Executive Director should be notified immediately. Nevertheless, in the event that work-related injury occurs, all employees are covered by Vail Jazz's workers' compensation insurance program. **All injuries that occur while on the job must be reported within twenty-four hours (24) of the occurrence to your supervisor immediately.** If the injury requires medical attention, the supervisor or another employee will accompany the injured employee to a designated workers' compensation medical provider. Vail Jazz's priority is to ensure the safety and well-being of all employees.

***It is the duty of each employee to report an injury or accident within twenty-four (24) hours of the occurrence to his/her supervisor. Failure to report in a timely fashion can result in postponement or reduction of benefits.***

In the event that a participant, guest, customer, vendor or independent contractor is injured in some way during a Vail Jazz event or at a Vail Jazz facility, employees should take care of the injured individual first, whether it means providing ice, bandages or more serious assistance e.g. going to a medical provider. Once the injured individual has been assisted, the employee present must complete an incident report and notify his/her supervisor as soon as possible.

## **23. ALCOHOL, DRUGS AND DRUG TESTING/ DRUG-FREE WORKPLACE**

It is expected that all employees will assist in maintaining a work environment free from the effects of alcohol, drugs or other intoxicating substances. Compliance with this substance abuse policy is made a condition of employment.

Employees are prohibited from the following when reporting for work, while on the job, on Vail Jazz's premises or surrounding areas, or in any vehicle used for Vail Jazz business: (i) the use, possession, transportation, manufacture, sale, dispensation or other distribution of an illegal or a controlled substance (a drug or other substance as defined in applicable federal laws on drug abuse prevention, marijuana or drug paraphernalia; (ii) the unauthorized use, possession, transportation, manufacture, sale, dispensation or other distribution of alcohol; and (iii) being under the influence of alcohol or having a detectable amount of an illegal or a controlled substance or marijuana in the blood or urine.

Any employee violating these prohibitions will be subject to disciplinary action up to and including termination.

In addition, employees are expected to know the effects on performance of marijuana and any legally-obtained over-the-counter or prescription drug that the employee may be using or possessing. If a supervisor believes that any of the foregoing is impairing an employee's ability to safely and effectively perform his or her job, the supervisor shall direct that the employee immediately discontinue work until such time as the employee can safely and effectively perform his or her job. If the employee needs to leave the work site, sick leave may be used for this purpose. All employees are prohibited from distributing, dispensing, or possessing alcohol while at work, except as required in work-related duties (i.e., bartenders, attendance at events or receptions sponsored by or on behalf of Vail Jazz). At any off-work employee social functions which may be sponsored by Vail Jazz where alcohol is provided, it is expected that any consumption of alcohol will not adversely affect the employee's job performance or cause harm to Vail Jazz's image or relationship with other employees or the public.

Any employee convicted under any criminal drug statute for a violation occurring while on the job, on Vail Jazz premises, or in any vehicle used for Vail Jazz business must notify the Executive Director no later than two (2) days after such a conviction. A conviction includes any finding of guilt or plea of no contest and/or imposition of a fine, jail sentence, or other penalty.

Pre-employment and random drug and alcohol testing may be carried out. Vail Jazz reserves the right to require any employee to undergo a drug or alcohol test upon reasonable suspicion by Vail Jazz that an employee has violated the provisions of this Section of this Handbook, including any time an employee is involved in an accident in which the cause is not readily apparent or for which the employee is at fault.

Vail Jazz recognizes that employees suffering from alcohol or drug dependence can be treated. Vail Jazz encourages any employee to seek professional care and counseling prior to any violation of this policy.

## **24. OUTSIDE EMPLOYMENT**

Individuals employed by Vail Jazz may hold outside jobs as long as they meet the performance standards of their job with Vail Jazz. Employees should consider the impact that outside

employment may have on their ability to perform their duties at Vail Jazz. All employees will be evaluated by the same performance standards and will be subject to Vail Jazz scheduling demands, regardless of any outside work requirements. If Vail Jazz determines that an employee's outside work interferes with his/her job performance or his/her ability to meet the requirements of Vail Jazz, as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain employed with Vail Jazz. During Festival Season outside employment is discouraged. Outside employment that constitutes a conflict of interest is strictly prohibited. Employees may not receive any income or material gain from any third party for materials produced or services rendered while performing their jobs with Vail Jazz.

## **25. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION**

Any information that an employee learns about Vail Jazz, or its officers, directors, other employees, volunteers, donors, or independent contractors, including but not limited to performers and educators, as a result of working for Vail Jazz that is not otherwise publicly available constitutes confidential information. Employees may not disclose confidential information to anyone who is not employed by Vail Jazz or to other persons employed by Vail Jazz who do not need to know such information to assist in rendering services. The protection of privileged and confidential information, including trade secrets, is vital to the interests and the success of Vail Jazz. The disclosure, distribution, electronic transmission or copying of Vail Jazz's confidential information is prohibited. Such information includes, but is not limited to the following examples: (i) personal information about any of the individuals mentioned above; (ii) compensation data; and (iii) program and financial information, including information related to donors, and pending projects and proposals.

Employees may be required to sign a non-disclosure agreement as a condition of employment. Any employee who discloses confidential Vail Jazz information will be subject to disciplinary action (including possible termination), even if he or she does not actually benefit from the disclosure of such information. Discussions involving sensitive information should always be held in confidential settings to safeguard the confidentiality of the information.

## **26. GUEST SERVICE POLICY**

All guests and patrons at a Vail Jazz event should leave with a memorable and positive experience. It is up to all employees to create these lasting impressions. It is important for all employees to practice friendly and accommodating guest service. All employees should recognize that they are representing Vail Jazz and the Vail community and should be ambassadors of good will at all times. Vail Jazz's top priority is to provide a safe and enjoyable experience to all guests and patrons and all who assist and participate in the presentation of all Vail Jazz events. Guests, patrons, performers and educators should be greeted at every opportunity with a smile and friendly service. All employees, volunteers and independent contractors are expected to assist any and all guests who request information or express concerns. These concerns should be clearly communicated to the appropriate member of Vail Jazz's staff as soon as possible.

## **27. COMPUTER AND INFORMATION SECURITY**

This Section 27 sets forth some important rules relating to the use of Vail Jazz's computer and communications systems. These systems include individual personal computers provided to employees, whether desktop, laptop, tablets or other similar devices, as well as any centralized computer equipment, all associated software, and Vail Jazz's telephone, voice mail and electronic mail systems.

Vail Jazz has provided these systems to support its mission. Although limited personal use of Vail Jazz's systems is allowed, subject to the restrictions outlined below, no use of these systems should ever conflict with the primary purpose for which they have been provided, Vail Jazz's ethical responsibilities or with applicable laws and regulations. Each employee is personally responsible to ensure that these guidelines are followed.

All data in Vail Jazz's computer and communication systems (including documents, other electronic files, e-mail and recorded voice mail messages) are the property of Vail Jazz. Vail Jazz may inspect and monitor such data at any time. No individual should have any expectation of privacy for messages or other data recorded in Vail Jazz's systems. This includes documents or messages marked "private," which may be inaccessible to most users but remain available to Vail Jazz. Likewise, the deletion of a document or message may not prevent access to the item or completely eliminate the item from the system.

Vail Jazz's systems must not be used to create or transmit material that is derogatory, defamatory, obscene or offensive, such as slurs, epithets or anything that might be construed as harassment or disparagement based on race, color, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or religious or political beliefs. Similarly, Vail Jazz's systems must not be used to solicit or proselytize others for commercial purposes, causes, outside organizations, chain messages or other non-job-related purposes.

Security procedures in the form of unique user sign-on identification and passwords have been provided to control access to Vail Jazz's computer systems, networks and voice mail system. In addition, security facilities have been provided to restrict access to certain documents and files for the purpose of safeguarding information. The following activities, which present security risks, should be avoided: (i) attempts should not be made to bypass, or render ineffective, security facilities provided by Vail Jazz; (ii) passwords should not be shared between users and if written down, password should be kept in locked drawers or other places not easily accessible; (iii) document libraries of other users should not be browsed unless there is a legitimate business reason to do so; (iv) individual users should never make changes or modifications to the hardware configuration of computer equipment and requests for such changes should be directed to computer support or the Executive Director; (v) additions to or modifications of the standard software configuration provided on Vail Jazz's computers should never be attempted by individual users (e.g., autoexec.bat and config.sys files) and requests for such changes should be directed to computer support or the Executive Director; (vi) individual users should never load personal software (including outside email services) to Vail Jazz's computers; (vii) programs should never be downloaded from bulletin board systems or copied from other non-Vail Jazz computers onto Vail Jazz's computers; and (viii) employees should not attempt to boot computers from any outside sources such as thumb drives, external hard drives, etc.; (ix) Vail Jazz's computer facilities should not be used to attempt unauthorized access to or use of other organizations' computer systems and data; (x) computer games should not be loaded on Vail Jazz's computers; (xi) unlicensed software should

not be loaded or executed on Vail Jazz's computers; (xii) Vail Jazz's software (whether developed internally or licensed) should not be copied onto other devices or media except for the purpose of backing up a Vail Jazz hard drive; (xiii) software documentation for programs developed and/or licensed by Vail Jazz should not be removed from Vail Jazz's offices; and (xiv) employees should not change the location or installation of computer equipment in offices and work areas. There are a number of practices that employees should adopt that will foster a higher level of security. Among them are the following: (i) exercise judgment in assigning an appropriate level of security to documents stored on Vail Jazz's networks, based on a realistic appraisal of the need for confidentiality or privacy; and (ii) back up any information stored locally on your Vail Jazz computer (other than network based software and documents) on a frequent and regular basis. Should you have any questions about any of the above policy guidelines, please contact your supervisor.

## **28. INTERNET - ACCEPTABLE USE POLICY**

At this time, computer access to the Internet is provided to employees when there is a necessity and the access has been specifically approved. Vail Jazz has provided access to the Internet for authorized users to support its mission. No use of the Internet should conflict with the primary purpose of Vail Jazz, its ethical responsibilities or with applicable laws and regulations. Each employee is personally responsible to ensure that these guidelines are followed. Serious repercussions, including termination, may result if the guidelines are not followed.

Vail Jazz may monitor usage of the Internet by employees, including reviewing a list of sites accessed by an employee. No individual should have any expectation of privacy in terms of his or her usage of the Internet. In addition, Vail Jazz may restrict access to certain sites that it deems are not necessary for business purposes.

Vail Jazz's connection to the Internet may not be used for any of the following activities: (i) to access, create, transmit, print or download material that is derogatory, defamatory, obscene, or offensive, such as slurs, epithets, or anything that may be construed as harassment or disparagement based the matters described in Section 5 of this Handbook; (ii) to access, send, receive or solicit sexually-oriented messages or images; (iii) downloading or disseminating of copyrighted material in violation of the rights of the holder of the copyright; (iv) transmitting personal comments or statements through e-mail or to post information to news groups that may be mistaken as the position of Vail Jazz; (v) disclosing of confidential information through the use of Internet email or news groups; (vi) downloading personal e-mail or Instant Messaging software to Vail Jazz computers; (vii) participating in chain letters, pyramid schemes or other illegal schemes; (viii) soliciting or proselytizing others for commercial purposes, causes, outside organizations, chain messages or other non-job related purposes; and (ix) endorsing political candidates or campaigns; If you have any questions regarding any of the policy guidelines listed above, please contact your supervisor.

## **29. NO CONFLICT WITH LAWS, STATUTES AND ORDINANCES**

In the event that any provision of this Handbook conflicts with any law, statute or ordinance of any jurisdiction which Vail Jazz is deemed to be subject to, the provision contained herein shall be of no force or effect.



**ACKNOWLEDGMENT OF RECEIPT OF  
THE VAIL JAZZ FOUNDATION, INC. EMPLOYEE HANDBOOK**

I hereby acknowledge receipt of The Vail Jazz Foundation, Inc. Employee Handbook (the “Handbook”). I understand and agree: (i) that it is my responsibility to read the Handbook and to abide by the rules, policies, and standards sets forth therein; (ii) the Handbook is not intended to cover every situation which may arise during my employment, but is simply a general guide to the goals, policies, practices, benefits and expectations of The Vail Jazz Foundation, Inc. (“Vail Jazz”); (iii) the Handbook describes important information about Vail Jazz and I should consult the Executive Director of Vail Jazz (the “Executive Director”) regarding any questions not answered in the Handbook; (iv) only the Executive Director has the authority to enter into any agreement for employment other than at-will and then only in writing signed by the Executive Director and approved by the Board of Directors of Vail Jazz; (v) that I have entered into my employment relationship with Vail Jazz voluntarily and there is no specified length of employment; (vi) except for employment at-will status, any and all policies and practices may be changed at any time by Vail Jazz and Vail Jazz reserves the right to change my hours, wages and working conditions at any time; (vii) all such changes will be communicated through official notices; (viii) all revised information may supersede, modify, or eliminate existing policies and the policies contained in the Handbook expressly supersede any and all prior practices, oral or written representations, or statements regarding the terms and conditions of my employment with Vail Jazz; and (ix) only the Executive Director with the approval of the Board of Directors of Vail Jazz has the ability to adopt any revisions to the terms and provisions contained in the Handbook.

---

Employee Name

Date

---

Employee Signature