The foundation of any company is its employees, who are committed to excellence and guided by common principles.
Employee Handbook

Disclaimer

This handbook is designed to acquaint you with Afognak Native Corporation and the Alutiiq people, and to provide you with information about working conditions, company values, employee benefits, and the policies affecting your employment (collectively referred to as “policies”) adopted by Afognak Native Corporation (sometimes referred to as the “Company” or “ANC”). These ANC policies are applicable to individuals employed by ANC, and also to ANC’s direct and indirect subsidiaries at any level (including Alutiiq, LLC and its direct and indirect subsidiaries), and any joint ventures or other business enterprises of those companies, to the extent that those companies and entities formally adopt these policies. For each such company or entity that adopts these policies, the terms “Afognak Native Corporation,” “ANC,” “Company” and “employer” herein shall also refer to each such company and entity, and the terms “employee” and “employees” herein shall also refer to all employees of any such company or entity. Please note that some subsidiaries, joint ventures and other business enterprises of Afognak Native Corporation, Alutiiq, LLC or their subsidiaries might adopt policies and/or provide or offer their employees benefits which are different from, or in addition to, the policies and benefits in this handbook. Please consult with the Human Resources Department for information about the particular policies, individual benefits and leave provided by your particular employer. You are required to read, understand, and comply with all policies of this handbook and any other policies that have been adopted by your particular employer. It describes many of your responsibilities as an employee and outlines the programs developed by Afognak Native Corporation to benefit employees. One of our objectives is to provide a work environment that is conducive to both personal and professional growth.

Since the information, policies, and benefits described here are necessarily subject to change, you acknowledge that revisions to the handbook may occur, except to Afognak Native Corporation’s policy of employment at-will. All such changes will be communicated through official notices, and you understand that revised information may supersede, modify, or eliminate existing policies. Only the CEO/President of Afognak Native Corporation has the ability to adopt any revisions to the policies in this handbook.

YOU HAVE ENTERED INTO YOUR EMPLOYMENT RELATIONSHIP WITH THE COMPANY VOLUNTARILY AND ACKNOWLEDGE THAT THERE IS NO SPECIFIED LENGTH OF EMPLOYMENT. ACCORDINGLY, EITHER YOU OR THE COMPANY CAN TERMINATE THE RELATIONSHIP AT-WILL, WITH OR WITHOUT CAUSE, REASON OR NOTICE AT ANY TIME, UNLESS OTHERWISE PROVIDED FOR IN A WRITTEN EMPLOYMENT CONTRACT SIGNED BY THE COMPANY AS AUTHORIZED BY THE ANC CEO/PRESIDENT, AN AUTHORIZED OFFICER OF YOUR PARTICULAR EMPLOYER, OR THE VICE PRESIDENT OF HUMAN RESOURCES, OR IN A COLLECTIVE BARGAINING AGREEMENT, OR APPLICABLE STATE LAW. NO STATEMENT OR PROMISE BY A SUPERVISOR, MANAGER, OR DEPARTMENT HEAD MAY BE INTERPRETED AS A CHANGE IN POLICY NOR WILL IT CONSTITUTE AN EMPLOYMENT AGREEMENT OR CONFER CONTRACTUAL RIGHTS. NO REPRESENTATIVE OF THE COMPANY IS AUTHORIZED TO PROVIDE ANY EMPLOYEE(S) WITH AN EMPLOYMENT CONTRACT OR SPECIAL ARRANGEMENT CONCERNING TERMS OR CONDITIONS OF EMPLOYMENT UNLESS THE CONTRACT OR AGREEMENT IS IN WRITING SIGNED BY THE ANC CEO/PRESIDENT, AN AUTHORIZED OFFICER OF YOUR PARTICULAR EMPLOYER, OR THE VICE PRESIDENT HUMAN RESOURCES.

FURTHERMORE, YOU ACKNOWLEDGE THAT THE POLICIES SET FORTH IN THIS HANDBOOK OR ANY OTHER COMPANY DOCUMENT ARE NOT INTENDED TO CREATE, AND SHALL NOT BE CONSTRUED AS CREATING, A CONTRACT, BARGAIN OR AGREEMENT (INCLUDING A CONTRACT OF EMPLOYMENT) BETWEEN THE COMPANY AND ANY OF ITS EMPLOYEES. YOU HAVE RECEIVED THE HANDBOOK AND YOU UNDERSTAND THAT IT IS YOUR RESPONSIBILITY TO READ AND COMPLY WITH THE POLICIES IN THIS HANDBOOK AND ANY REVISIONS MADE TO IT.
Employee Handbook

The Company has made every effort to ensure the policies in this Handbook are in compliance with all applicable federal, state and local employment laws and regulations. In the event that a provision in this Handbook is in conflict with any applicable federal, state, or local law or regulation, the appropriate law or regulation will prevail, and the provision in this Handbook shall be deemed amended to the extent necessary to comply with such law or regulation.
Employee Handbook

Dear Colleagues:

On behalf of our Shareholders and Board of Directors, welcome to Afognak Native Corporation! You are joining a dynamic team of professionals and a customer-driven organization with a proven track record of successful contract performance.

The Afognak Native Corporation Company vision—“to be the best Native organization in Alaska for our Shareholders”—expands across the U.S. and other parts of the globe. So wherever you are located, we consider you a vital member of our team as we continuously strive to meet this vision.

I encourage you to embrace this new opportunity and take advantage of the rich professional and cultural diversity our Company provides. We are proud to have you join us as we continue on our path to a successful and profitable future for our customers, our Shareholders, and Afognak Native Corporation and its subsidiaries and affiliates.

Sincerely,

Greg D. Hambright
CEO/President
Employee Handbook

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The Alutiiq people's connection to land and sea is a guiding principle in life and business:
“Take no more than is needed from the Earth, nor fail to leave resources for the next generation.”

Introduction: Purpose, Vision and Mission

Global Statement of Purpose: Afognak Native Corporation exists so that Shareholders have a perpetual source of land use, shared financial and cultural wealth.

The Afognak Native Corporation Vision: To be the best Native Organization in Alaska for our Shareholders, supporting the traditions and preserving the culture of our Shareholders through careful and progressive land stewardship, development and management of financial assets.

Business Mission: Afognak Native Corporation is dedicated to delivering cost-effective, quality service and solutions to our customers. Placing our customers’ interests first, we strive for trusting, long-term relationships that are mutually beneficial. We are committed to attracting and retaining a world-class workforce that is guided by our Alutiiq values. A workforce that is provided with the tools and resources needed to exceed our customer’s expectations is how we fulfill our commitment to excellence. We create a team atmosphere where innovative solutions are encouraged and every employee has the opportunity to enjoy professional growth and development. Execution of this mission will ensure the long-term success of the corporation and in turn ensure that the Alutiiq people of Afognak will thrive in perpetuity.

Afognak Native Corporation welcomes you to our organization. We hope that your employment is rewarding
Afognak Native Corporation History & Location:

Afognak Native Corporation (ANC), Alutiiq, LLC’s parent corporation, is headquartered in Kodiak, Alaska, with corporate administrative offices in Anchorage. ANC was created through the merger of two Alaska Native village corporations that were formed under the Alaska Native Claims Settlement Act (ANCSA) in 1971. Under the settlement, Afognak Native Corporation's 500+ Alutiiq Shareholders received 160,000 acres of land, which are located around Afognak and Kodiak Islands in southwestern Alaska, shown in the map at right. Today, ANC actively manages 247,813 acres in the Northern Kodiak Archipelago.

The corporation is governed by a nine-member Board of Directors, all of whom are Shareholders. Over the past twenty-five years, Afognak Native Corporation has attained financial security for its Shareholders, now over 1,000. To learn more about Afognak Native Corporation, visit the www.afognak.com website.

Afognak Native Corporation has diverse business operations in a variety of locations. We invite you to visit our website at www.alutiiq.com to learn more about the organizations within Afognak Native Corporation.

Corporate Value Statements:

**Harmony**
Our Corporation accomplishes our overarching organizational goals in the spirit of teamwork, strength and unity while supporting each other.

**Appreciation & Respect**
Our Corporation takes only what we need and leave some for the next generation.

**Efficiency**
Our Corporation expends only what is needed to accomplish the tasks at hand.

**Communication**
Communication within our Corporation is truthful, positive, open and fair.

**Trust**
We earn the trust of our Shareholders while we build trust throughout the Corporation by honoring commitments, honesty and full disclosure.

**Elder Knowledge**
Our Corporation is built on the ingenuity and resiliency of our Elders, while guided by their traditional knowledge
Heritage & Culture
Our Corporation will honor our heritage and culture through a lifetime of learning.

Commitment to Community
We celebrate our Shareholders and employees by contributing to our villages and the communities in which we do business.

History and Culture of the Alutiiq People
The Alutiiq people are the indigenous people of the Kodiak Archipelago. They have inhabited their traditional lands for more than 7,500 years. Afognak Native Corporation represents over 1,000 Native Shareholders, who are descended from the Village of Afognak, on Afognak Island, in the northern part of the Archipelago. Afognak Native Corporation’s wholly owned subsidiary, Alutiiq, LLC, is named after the Alutiiq Nation.

The Kodiak Archipelago is located 252 air miles south of Anchorage in the Gulf of Alaska. Kodiak is a temperate rain forest with a mild climate. Afognak Island, the Shareholders’ traditional homeland, is the second largest island of the Archipelago. The Kodiak Archipelago is the second largest island group in the U.S. after Hawaii.

The Alutiiq people carved petroglyphs into rocks across the Kodiak Archipelago. These petroglyphs are among the oldest representations of the Alutiiq culture. Some of them have become the company logos of Afognak Native Corporation. To learn more about petroglyphs see page 244 of this booklet.

The Alutiiq people have a strong cultural connection to land and sea. Traditionally, the Alutiiq people lived in coastal villages. Their houses, called ciqlluat, were sod-covered structures built partially underground. Each person held a position in the community and was responsible for some aspect of life, be it hunting, fishing, healing, cooking, sewing, or gathering. Everyone was important and had a role in the village’s survival. Traditionally the Alutiiq people’s primary food sources were marine mammals, fish, and migratory birds. These were hunted from kayaks with atlatls (throwing boards) and spears or fishing hooks. Subsistence activities were, and continue to be, the foundation of the Alutiiq culture.

At Russian contact, the Kodiak Alutiiq people’s population is estimated at between 15,000 and 18,500, living in over 65 villages. After 50 years of resistance to invasions by Russian fur traders, on August 1, 1784, Gregorii Shelikof and his men bombed hundreds of men, women and children at Refuge Rock on the south end of Kodiak Island to gain control. Shelikof took the survivors of “Refuge Rock” hostage and established the first capital of Russian America at nearby Three Saints Bay. At the new capital, he built the first school in Alaska as a tool for colonizing the newly enslaved workforce. In Alutiiq, ‘Refuge Rock’ is known as Awa’uq (to become numb). The final battle at Refuge Rock represents a dramatic change in the lives of the Alutiiq people. During Russian control of the Kodiak Archipelago, Alutiiq people were forced to hunt and gather resources for Russian use.

The rapid conquest of their homeland by Russian traders led to early and profoundly disruptive cultural change. Loss of political sovereignty, economic self-sufficiency, and mass death due to epidemics suppressed the transmission of cultural knowledge. Many traditions were lost, while others were hidden from view and rarely shared. Cultural suppression has made it difficult to access Alutiiq history and traditions. Information on the Alutiiq world is preserved in relatively inaccessible places—the memories of Elders, archaeological sites, the
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shelves of European museums, and academic publications. This has made it hard for the Alutiiq to know and share their history. It has also led to misconceptions, omitted Alutiiq heritage from local history, and created feelings of shame about a remarkable culture. Despite this challenging history, the Alutiiq people persevered.

In 1867, the United States purchased Alaska for approximately $0.02 an acre from Russia. Under American rule, the Alutiiq nearly lost their indigenous language, Sugt'stun, as the Bureau of Indian School System’s “English-Only” policy sought to extinguish it. Self-determination is a relatively new opportunity for the Alutiiq. In fact, Alaska Native people were not allowed to vote until the Indian Citizenship Act of 1924, and it was not until 1945 that the Alaska Anti-Discrimination Act began to address Alaska Native civil rights, ending segregation. Later, on January 3, 1959, President Eisenhower signed the proclamation admitting Alaska as the forty-ninth state.

On March 27, 1964, one of the largest natural disasters in U.S. history, the “Good Friday” earthquake and tsunami, destroyed the Alutiiq people’s traditional home of Afognak. Following the destruction of their village, many chose to relocate and build a new village on Kodiak Island. Their new village was named Port Lions after the philanthropic Kodiak Island Lions Club who helped build their community. Some also chose to move to other parts of Alaska or the Lower 48 states in lieu of Port Lions.

Today the Ag’wanermiut (People of Afognak) live in Port Lions, Kodiak city, other parts of Alaska, the Lower 48 states, and other countries, but their ties to their traditional homeland, the Alutiiq language (Sugt'stun), subsistence way of life, and the Alutiiq culture continue no matter where they may live today. Today, Afognak Alutiiq traditions are passed on to new generations through a number of innovative programs and initiatives. Learn more about current cultural programs supported by Afognak Native Corporation by visiting www.afognak.com/culture-community/social-cultural-support/.

Port Lions village and its causeway on Kodiak Island, Alaska.
100 Nature of Employment – Employment At-Will

Unless otherwise provided for in a written employment contract signed by Afognak Native Corporation as authorized by the CEO/President or Vice President of Human Resources, or in a collective bargaining agreement, or applicable state law, employment with Afognak Native Corporation is voluntarily entered into, and the employee is free to resign at-will at any time, with or without cause. Similarly, Afognak Native Corporation may terminate the employment relationship at-will at any time, with or without notice, reason or cause, unless otherwise provided for in a written employment contract signed by Afognak Native Corporation as authorized by the CEO/President or Vice President of Human Resources, or in a collective bargaining agreement, or applicable state law. No representative of Afognak Native Corporation is authorized to provide any employee or employees with an employment contract or special arrangement concerning terms or conditions of employment unless the contract or agreement is in writing signed by the CEO/President or Vice President Human Resources.

101 Equal Employment Opportunity

We respect diversity and accordingly are an equal opportunity employer that does not discriminate on the basis of race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and related medical conditions), gender expression or gender identity (including transgender status), sexual orientation, marital status, military and veteran status, physical or mental disability, protected medical condition as defined by applicable state or local law, genetic information or any other characteristic protected by applicable federal, state or local laws (“protected status”). Our management team is dedicated to ensuring the fulfillment of this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities, access to facilities and programs and general treatment during employment. In accordance with applicable law, it is also the policy of Afognak Native Corporation to give preference to qualified Afognak Native Corporation Shareholders in all phases of employment and training, including, but not limited to, hiring, promotions, transfers and training opportunities.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of their immediate supervisor or the Human Resources Department. We will not allow any form of retaliation against individuals who raise issues of equal employment opportunity in good faith. To ensure our workplace is free of artificial barriers, violation of this policy will lead to disciplinary action, up to and including termination of employment.

102 Pay Transparency Nondiscrimination Provision

The contractor will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal
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complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor’s legal duty to furnish information. 41 CFR 60-1.35(C).

For purposes of this policy, the “contractor” refers to the Company. Additionally, employees with concerns regarding possible violation of this policy can report such concerns in accordance with procedures set forth in the Discrimination, Sexual and Other Harassment & Retaliation Prevention policy.

103 Afognak Native Corporation Shareholder Employment Preferences

In accordance with applicable law, it is the policy of Afognak Native Corporation to give preference to qualified Afognak Native Corporation Shareholders in all phases of employment and training, including, but not limited to, hiring, promotions, transfers, and training opportunities.

Preference shall also be provided to qualified Afognak Native Corporation Shareholders, both as individuals and as organizations owned by qualified Afognak Native Corporation Shareholders, in the award of contracts and subcontracts.

104 Hiring Policy

Afognak Native Corporation believes that hiring qualified individuals to fill positions contributes to overall strategic success. Each employee, while employed, is hired to make significant contributions to our companies. In hiring the most qualified candidates for positions, the following hiring process is applicable.

Personnel Requisitions: When a hiring manager has an open position, Human Resources must be notified with information that will assist with recruitment and selection, including: position title, location, rate of pay, hours/shifts, status, reason for the opening, essential job functions and qualifications (or a current job description may be attached, or any special recruitment advertising instructions).

Job Postings: All employment openings typically are posted on https://alutiiqcareers.silkroad.com for employees and outside applicants to review. Jobs typically remain on the posting at least five calendar days or until filled.
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Internal Transfers: Employees who have been in their current position for at least 6 months may apply for other company job openings. This may be waived with the consent of the employee’s current manager. Employees must apply as would any other external applicant and must provide their current manager’s approval if they have been in their current position less than 6 months. All applicants for a posted vacancy will be considered on the basis of their qualifications and ability to perform the job successfully.

Revolving Door Rules: The Company may be approached by current and former employees of the U.S. Government’s executive branch who are seeking employment opportunities with the Company. The Company is committed to complying with the “Revolving Door Rules”, which are found at 18 U.S.C. 207 & 208, 5 C.F.R. Part 2635 and 41 U.S.C. 423. These rules are a collection of criminal and civil laws and regulations that apply to Federal executive branch employees during and after their Federal employment. These rules essentially prohibit those employees from “switching sides.” As an example, if a Federal employee was involved in a contract or other matter with ANC, its direct or indirect subsidiaries at any level, or any joint ventures or other business enterprises of those companies, it could affect his/her ability to work for the Company for a certain period of time after leaving Federal service.

To determine whether the rules apply, every applicant must complete all required sections of the employment application addendum concerning their U.S. government work history. All applications must be screened for possible restrictions under the rules before the applicant may be hired or placed in the relevant position.

If you think you or another current or potential Company employee could be facing a conflict under these rules, please speak to your supervisor, Human Resources, the Legal Department or the Chief Compliance Officer.

Recruitment Advertising: Afognak Native Corporation currently subscribes to the Local Job Network website, which provides a direct connection to federal, state and local government agencies, educational institutions and nonprofit organizations. Local Job Network offers special emphasis on veterans and military, people with disabilities, diversity, green jobs and many others. Local Job Network products are Office of Federal Contract Compliance Programs (OFCCP) compliant and assist with Vietnam Era Veterans’ Readjustment Assistance Act (VEVRAA) job listing requirements and OFCCP Section 503 regulations. Additional external advertising is available based on need and budget requirements. Human Resources is responsible for placing all external recruitment advertising and the relevant department or subsidiary will pay for the recruitment costs.

Interview Process: The hiring manager or designee will screen applications and/or resumes prior to scheduling interviews. The hiring manager or designee will conduct interviews. Team interviews may be conducted as needed for some positions. A structured interview process is recommended. Interview questions should be compiled by the interviewing team and reviewed by Human Resources. After the team completes the interview process, the results of the interview should be forwarded to the hiring manager/supervisor for review. The hiring manager or supervisor has ultimate responsibility for making a hiring decision. Guidance and education on appropriate and legal interviewing can be requested from Human Resources. All interviewees must complete an Afognak Native Corporation online employment application. Resumes may be attached to the application; however, applications are only accepted and considered based on an open posted position. All applications
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and attached resumes of applicants not selected will be forwarded to Human Resources for appropriate retention. A disposition must be provided to Human Resources for all candidates. Whenever possible, applicants who are not selected will be notified that the position has been closed.

Job Offers: Once a decision has been made regarding interest in hiring an applicant, an offer will be made contingent upon satisfactory completion of reference checks and criminal background checks, or other requirements, as necessitated by the position and contract specifications, to the extent permitted by applicable law. The Offer Letter request form should be completed and forwarded to Human Resources. Human Resources will generate an offer letter for the candidate, which is forwarded to and signed by the hiring manager. Additional approval and or signature of the offer letter may be required in accordance with the Afognak Native Corporation and Alutiiq, LLC Signature Authority Matrices. The hiring manager or Human Resources will forward the offer letter to the candidate for signature and the acceptance letter is forwarded to Human Resources. Once Human Resources receives satisfactory results from any applicable reference checks, criminal background check and the drug and alcohol screen (as required), Human Resources or the hiring manager/supervisor will notify the candidate and confirm the initial offer.

Reference Checks, Criminal Background Checks, and Drug and Alcohol Testing: The hiring manager or designee will check references for candidates. Human Resources or the hiring manager will contact final candidates to complete a pre-employment drug and alcohol screen or a pre-employment background check if required, to the extent permitted by applicable law. (See Background Check Policy (203) and Drug and Alcohol Free Workplace Policy (605)).

Record Retention Requirements: All records received for an open position must be submitted to Human Resources and retained for no less than two (2) years from the date of the last hiring decision or such other periods as required by applicable law. Records are defined but not limited to job resumes, applications, interview notes, notes on reference checks, job advertisements and postings.

Initial Start Date and Orientation: On the initial start date, employees will complete required paperwork and their orientation. Employees must complete the necessary paperwork and review policies through the Silkroad Red Carpet Onboarding program. Supervisors will complete the tasks through the onboarding program to ensure new employees complete the required paperwork and review of the policy and procedures. All documents should be returned to Human Resources, to include documentation for the Form I-9 and any certifications and licensure information, immediately or prior to the employee’s hire date, except that supporting documents for the Form I-9 must be returned to Human Resources no later than three (3) business days after the employee’s hire date.

105 Outside Employment

Employees may hold outside jobs as long as they meet the performance standards of their job with Afognak Native Corporation and any actual or potential conflicts of interest are resolved. Employees should consider the impact that outside employment may have on their health and physical endurance. All employees will be judged by the same performance standards and will be subject to the Company’s scheduling demands, regardless of any existing outside work requirements.

If the Company determines that an employee’s outside work interferes with performance or the employee’s
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ability to meet the requirements of Afognak Native Corporation as they are modified from time to time, the employee may be asked to terminate the outside employment if the employee wishes to remain an employee of Afognak Native Corporation.

Outside employment that constitutes a conflict of interest is prohibited. Employees may not receive any income or material gain from individuals outside Afognak Native Corporation for materials produced or services rendered while performing their jobs for Afognak Native Corporation.

Notify your supervisor of any outside employment. Your supervisor may contact the Human Resources or Legal Department for assistance in determining whether the outside employment is prohibited by this policy.

106 Employee Confidentiality and Non-Disclosure of Corporate Information and Intellectual Property Policy

For purposes of this policy, the following definitions apply:

“Employees” refers to all employees of the Company.

“Proprietary Information” includes all information, whether written, oral, electronic, website-based, or other form, or whether received or observed visually, which is known to be or which in context and due to the nature of the information may be reasonably expected to be (1) owned by, originated by or otherwise peculiarly within the knowledge of the Company, and (2) currently protected by the Company against unrestricted disclosure to others. Proprietary Information includes, but is not limited to, trade secrets, tax and financial information, product and roadmap information, marketing plans, financial/pricing information, customer and vendor-related data, employee-related information (to include but not limited to: Protected Health Information and Personally Identifiable Information) except as otherwise provided in this Handbook and to the extent permitted by applicable federal/state/local law, services/support, business and contractual relationships, business forecasts, other business information, staffing information, cost and pricing information, strategies, products, processes, methods, ideas, concepts, discoveries, designs, drawings, plans, notes, works of authorship, specifications, techniques, practices, models, samples, diagrams, source code and other code, software, programs, know-how, technical data, research and development, charts, readings, logs, interpretations, extractions, mappings and integrations, production data, test data, log data, images, plots and formulae, inventions, and patent disclosures. It does not include information that is generally known to the public or information regarding wages and other terms and conditions of employment. Since a significant portion of the Company’s business is federal contracting and the term or marking “Confidential” could be confused with classified information, the Company prefers to use the terminology “Proprietary” in reference to the information described in this definition.

The Company’s Proprietary Information

1. During and after employment, all employees must hold Proprietary Information in confidence, refrain from improperly disclosing such information to any person or entity outside the Company, and refrain from using such information for any purpose other than the performance of his/her duties to the Company. If an employee is approached by someone with Proprietary Information that the employee has reason to believe may have been obtained improperly, the employee must immediately discuss the matter with their supervisor or the Legal Department.
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2. To ensure all employees appropriately safeguard Proprietary Information, each employee is required upon hire to sign an Employee Confidentiality, Non-Disclosure of Company Proprietary Information and Intellectual Property Agreement, which identifies which information is considered proprietary, addresses which use of such information the employee may make, sets out when the employee may discuss or disclose such information with others, and sets out the parties’ rights regarding intellectual property.

3. As a further measure to ensure compliance with this policy, the Company’s annual ethics training shall include a module on confidentiality.

4. Prior to disclosing the Company’s Proprietary Information to a third party, Company employees must:
   a. Require the third party to sign the Company’s form non-disclosure agreement (“NDA”) or other NDA approved by the Legal Department and forward the executed document to the Legal Department; or
   b. Ensure an existing NDA with the third party is valid and that the legitimate business purpose identified in the NDA is relevant to the current business purpose.

5. Employees must ensure all Proprietary Information is properly marked prior to disclosure if required by an applicable NDA or Company policy.

6. The Company’s Human Resources Department shall remind exiting employees of their ongoing confidentiality obligations and require that exiting employees sign a document confirming they have returned all copies of the Company’s Proprietary Information.

7. This policy is not intended to limit or prohibit an employee’s ability to (1) report fraud, waste, abuse or safety concerns to third parties, including government officials, (2) cooperate fully in a government audit, review or investigation, or (3) make any disclosure protected by applicable law or regulation.

Third-Party Proprietary Information

1. The Company works with the Proprietary Information of joint venture partners, teaming partners, subcontractors, supplies and customers. The protection of such information is of the highest importance and must be discharged with the greatest care for the Company to merit the continued confidence of such persons and entities. As such, no employee shall accept the Proprietary Information of other persons or entities except pursuant to a written NDA. Furthermore, no employee shall disclose or use Proprietary Information owned by someone other than the Company to non-owners of that information without proper written authorization and in compliance with any applicable NDA.

2. The release of government-owned information is the purview of the U.S. Government. Release of such information to any other third party must be approved by the Contracting Officer or as specified by the contract.

Inquiries

1. Inquiries from outside sources for the Company’s Proprietary Information shall be referred to the Company’s Legal Department if any doubt exists about legal, proprietary, contractual or security requirements or regulatory implications of releasing the information. Such inquiries include requests made under color of law, such as subpoenas, requests by government agencies, and discovery conducted in a pending legal proceeding.
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Attorney-Client Privilege/Attorney Work Product

1. All documents and electronic mail prepared or generated by or at the direction of, or prepared for or sent or directed to, the Company’s Legal Department or the Company’s outside counsel shall be automatically considered Attorney-Client Privileged/Attorney Work Product until the Legal Department determines otherwise, regardless whether the document or electronic mail is identified as such.

Government Security Regulations

1. When a document containing Proprietary Information also requires a government classification marking (e.g., TOP SECRET, SECRET, or CONFIDENTIAL), government security regulations take precedence.

Intellectual Property

1. As a general rule, employees have no proprietary interest in the work product developed or used by the Company arising out of or in the course of their employment. All services performed by the employee in the course of his/her employment are “works made for hire,” and the Company owns all right, title and interest in and to all such items and information, together with all associated intellectual property rights, to the maximum extent permitted by law. The Employee Confidentiality, Non-Disclosure of Company Proprietary Information and Intellectual Property Agreement, which each employee is required to sign, will contain terms governing such intellectual property.

2. Employees shall not infringe upon, violate or misappropriate any trade secret or other intellectual property right of any third party. Under the Federal Defend Trade Secrets Act of 2016, an individual shall not be held liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law. An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to a court order.

3. Employees shall consult the Company’s Corporate Affairs Department prior to using the Company’s logo or any other trademarked or copyrighted Company material or item on or as part of any printed material to ensure such use is accurate and consistent.

200 Employment Categories

It is the intent of Afognak Native Corporation to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, unless otherwise provided for in a written employment contract signed by Afognak Native Corporation as authorized by the CEO/P President or Vice President of Human Resources, or in a collective bargaining agreement, or applicable state law, the right to terminate the employment relationship at-will at any time is retained by both the employee and Afognak Native Corporation.
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No representative of Afognak Native Corporation is authorized to provide any employee or employees with an employment contract or special arrangement concerning terms or conditions of employment unless the contract or agreement is in writing signed by the CEO/President or Vice President of Human Resources.

Each employee is designated as either non-exempt or exempt from federal and state wage and hour laws. Non-exempt employees are entitled to overtime pay under the specific provisions of federal and state laws. Exempt employees are excluded from specific provisions of federal and state wage and hour laws. Employees classified as exempt generally receive a salary that is intended to cover all hours worked including hours in excess of 40 in a workweek or overtime as defined by applicable state law. An employee’s exempt or non-exempt classification may be changed only upon written notification by Afognak Native Corporation management.

In addition to the above categories, each employee will belong to one other employment category:

**REGULAR FULL-TIME** employees are those who are not in a temporary status and who are regularly scheduled to work at least 37 hours per week.

**REGULAR PART-TIME 30** employees are those who are not assigned to a temporary status and who are regularly scheduled to work at least 30 but less than 37 hours per week.

**REGULAR PART-TIME** employees are those who are not in a temporary status and who are regularly scheduled to work less than 30 hours per week.

**TEMPORARY** employees are those who are hired for a position for a specific duration of time. Generally, temporary employment will not exceed 90 consecutive working days. When a temporary employee is hired for a specific project, the duration of the temporary employment will generally be the duration of the project, and, as such, temporary employment may exceed 90 days in this circumstance.

**ON-CALL** employees are those who are hired for a position on an as-needed basis and therefore may work a varied schedule.

![Shareholder employees at Afognak Native Corporation’s corporate office in Anchorage, Alaska.](image)

201 Access to Personnel Files

Afognak Native Corporation maintains a personnel file on each employee. The personnel file includes such information as the employee’s job application, resume, offer letter, records of training, documentation of performance appraisals and salary increases, and other employment records.

Personnel files are the property of Afognak Native Corporation, and access to the information they contain is restricted. Generally, only the Human Resources Department, the CEO/President of Afognak Native Corporation, the employee’s immediate supervisor or other supervisors and management personnel of
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Afognak Native Corporation who have a legitimate business reason to review information in a file are allowed to do so.

With reasonable advance notice and to the extent required by and consistent with applicable state law, employees may review their personnel file in the presence of an individual appointed by the Company to maintain the files. Employees may obtain copies of personnel files to the extent required by and consistent with applicable state law.

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**202 Employment Reference Checks**

Afognak Native Corporation will respond to inquiries for employment references neutrally and limit information given to dates of employment and position held. More detailed information may be given to appropriate government agencies with proper authorization. All requests for information about employees or former employees will be referred to the ADP Verification Services powered by the Work Number at 800-367-5690 or online at www.theworknumber.com.
203 Background Checks

Afognak Native Corporation believes that hiring qualified individuals to fill positions contributes to the overall strategic success of our companies. Background checks serve as an important part of the selection process at Afognak Native Corporation. This type of information is collected as a means of promoting a safe work environment for current and future Afognak Native Corporation employees, as well as ensuring contract compliance. Background checks also help the company obtain additional applicant-related information that helps determine the applicant's overall employability, ensuring the protection of the organization's current staff, property, and information.

At Afognak Native Corporation, background and reference checks may be conducted on job applicants after being offered employment and during the course of their employment, to the extent permitted and in accordance with applicable law. All corporate G&A and overhead personnel will have background checks, as will direct-charge employees where the Company’s contract or job responsibilities deem it necessary. The Company will use a third-party company to conduct the background checks. Background checks will be paid for by the relevant department or subsidiary hiring the individual. The type of information that can be collected by this company, subject to any limitations pursuant to applicable law, includes, but is not limited to, that pertaining to an individual's past employment, criminal convictions, education, character, credit history, and reputation. This process is conducted to verify the accuracy of the information provided by the applicant.

Criminal convictions do not necessarily bar an applicant from employment. Contract and job requirements as well as the types of convictions and other relevant factors will be reviewed when making a decision on whether an applicant is employable.

Afognak Native Corporation will ensure that all background checks are held in compliance with all applicable federal, state and local statutes, such as the Fair Credit Reporting Act. For example, the Americans with Disabilities Act prohibits organizations from collecting non job-related information from previous employers or other sources. Therefore, the only information that can be collected is that pertaining to the quality and quantity of work performed by the applicant, the applicant's attendance record, education, and other issues that can impact the workplace.

Afognak Native Corporation generally can make inquiries regarding criminal records during the pre-employment stage to the extent permitted by and in accordance with applicable law; however, this information generally will be used as a basis for denying employment only due to business necessity or because the criminal history is determined to be due to job-related issues.

Afognak Native Corporation can collect background information on applicants consistent with the guidelines set forth by the Fair Credit Reporting Act (FCRA) and any applicable state and/or local law.

The Fair Credit Reporting Act requires organizations to obtain a candidate's written authorization before obtaining information from a consumer-reporting agency. When doing this, the employer must:

- Certify to the consumer-reporting agency that the employer is in compliance with the FCRA and will not misuse the information it receives;
- Disclose to the applicant or employee, on a separate form, its plans to obtain a consumer or
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investigative consumer report and that the information received will be used solely for employment purposes;

- Inform the individual of his or her right to request additional information on the nature of the report and the means through which such information may be obtained;
- Inform the applicant that the report will include information about the individual's character, general reputation, personal characteristics, etc.; and
- Provide the individual with a summary of his or her rights under the FCRA.

If the results of the check are negative, the Company must inform the applicant that it plans on taking adverse action, provide the applicant with a Statement of Consumer Rights from the Consumer Financial Protection Bureau (CFPB) before adverse action, provide the applicant the opportunity to review a copy of their report, and advise the applicant of their rights to dispute inaccurate information. Applicants should be granted reasonable time to contest the information (approximately five (5) business days).

New hires or promotions at the level of “principal” (including subsidiary Presidents, executives, the Alutiiq COO, and the Afognak CEO/President), as that term is defined in FAR 2.101(b)(2), will be subject to a comprehensive criminal and civil background check, including a review of the Federal Excluded Parties List. New hires or promotions at this level will also be required to disclose and certify at the time of hire or promotion as to any past Code of Conduct violations at previous employers, his or her personal and professional litigation history, and any prior involvement in a matter that would have required voluntary disclosure under the new sections of FAR 9.406-2 and FAR 9.407-2.

Afognak Native Corporation guarantees that all information attained from the reference and background check process will be used only as part of the employment process and kept strictly confidential. Be aware, only appropriate Human Resources personnel and management personnel tasked with hiring at Afognak Native Corporation will have access to this information.

204 Applicant Screening–System for Award Management (SAM)

Federal law and regulations prohibit the Company from allowing any individual who was convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the Department of Defense (DoD) from serving:

- In a management or supervisory capacity on a DoD contract or subcontract;
- On the Company’s Board of Directors;
- As a consultant, agent or representative of the Company; or
- In any other capacity with the authority to influence, advise, or control Company decisions regarding a DoD contract or subcontract.

This prohibition lasts for five years from the date of the individual’s conviction, and the Company could face criminal penalties, as well as suspension and debarment and contract termination, if it violated this law. To ensure compliance, the Company screens all applicants post-offer / pre-employment against the System for Award Management’s (SAM) “Excluded Parties” list. The Company also requires those applicants to disclose whether, in the last five years, they have been convicted of fraud or any other felony arising out of a DoD contract. Individuals applying for the position of subsidiary President or
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other executive positions must also make other disclosures in accordance with regulatory requirements.

If you are concerned that you or a fellow employee or applicant could be facing a prohibition under these rules, please speak to your supervisor, Human Resources, or the Legal Department for guidance.


205 Employee Applications

Afognak Native Corporation relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the Company’s exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

206 Performance Evaluations

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Additional formal performance reviews may be conducted to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting assigned goals. The performance of all regular full-time and regular part-time employees may be evaluated at any time. Merit-based pay adjustments may be awarded by Afognak Native Corporation in an effort to recognize truly superior employee performance. The decision to award such an adjustment is dependent upon numerous factors, including written information about an employee’s performance. A positive performance evaluation will not necessarily correlate with a pay increase.

300 Employee Benefits

Benefits for each company and project may be varied, so please see your project-specific benefits summary. You may contact the Human Resources Department for more information about your specific employee benefits at benefits@alutiiq.com.

301 COBRA

Under the Federal Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), an employee and/or the employee’s dependents may continue health coverage for a specified period of time after coverage would normally terminate. This coverage is provided at the employee’s own expense.

To be eligible to continue coverage, a “qualifying event” must occur which would otherwise result in loss of coverage for the employee and/or covered dependents. “Qualifying events” include separation from
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Afognak Native Corporation for any reason other than gross misconduct, divorce or legal separation, or a dependent child ceasing to qualify as a dependent under the plan. The health benefits offered to COBRA beneficiaries will be the same as those offered to active employees.

When the “qualifying event” is separation from employment, the employee and/or covered dependents may continue coverage for up to eighteen (18) months. If however, an employee or dependent is disabled at the time of separation, coverage for the disabled person may continue for up to twenty-nine (29) months. An additional premium will be charged for the nineteenth through the twenty-ninth month. When the “qualifying event” is due to divorce or legal separation or when a dependent child ceases to qualify as a dependent under the plan, the dependent(s) may continue coverage for up to thirty-six (36) months.

Afognak Native Corporation and/or the insurance carrier will be responsible for notifying the employee and dependents of their right to continue benefits within the time frames specified by law. The employee or dependent must notify Afognak Native Corporation in writing within sixty (60) days of the qualifying event of the intent to elect continuation coverage.

This is a brief summary of COBRA provisions. Additional entitlements may be available under state law. Employees and/or dependents whose coverage ends under the Company’s health plan will be provided additional information upon hire and at termination. Active employees who desire more information regarding COBRA provisions may request this information from the Human Resources Department.

Afognak Native Corporation will abide by any applicable state COBRA requirements as applicable.

400 Timekeeping

Federal and state laws require Afognak Native Corporation to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

Accurately recording time worked is the responsibility of every employee. Employees should accurately record the time they work each day, per job, on their timesheet. Additional clock in and out procedures for rest / meal breaks could be required per state regulatory requirements. Overtime work must always be approved before it is performed. In addition, all time taken as holiday, annual leave with pay or time without pay should be accounted for on the timesheet.

Altering, falsifying, tampering with timesheets, or recording time on another employee’s timesheet may result in disciplinary action, up to and including termination of employment.

If an employee is asked to record time incorrectly or to a project or contract on which the employee did not work, the employee must immediately contact their supervisor, the Legal Department, a Human Resources Manager or Afognak’s employee Hotline at 1-800-829-8547. Concerns raised through the Hotline may be done so anonymously.
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*Do not work off the clock.* “Off-the-clock” work is time spent by an employee performing work that is not reported to the Company as time worked.

It is the employees’ responsibility to sign their timesheet to certify the accuracy of all time recorded. The supervisor will review and then approve the timesheet before submitting it for payroll processing. In addition, if corrections or modifications are made to the timesheet, both the employee and the supervisor must verify the accuracy of the changes by re-signing the timesheet.

Timesheets are due to Payroll no later than 12 p.m. AST (12 p.m. EST) on the proceeding business day following the end of the pay period unless otherwise notified by the Payroll Department.

Meal periods and rest periods are provided in accordance with applicable law.

**Electronic Timesheet Procedure:** Electronic timesheets should be used for all employees. All time record formats must be approved by the Afognak Payroll Department prior to use. Below is a list of procedures to be followed in order for electronic timesheets to meet control measures.

1. The employee should have control over the entry of hours on their timesheet and must enter the hours worked daily. The timesheet must be available for audit on any day requested.
2. The timesheet must have the employee’s information (i.e. First Name, Middle Initial, Last Name, employee ID number, Company, work location, pay period, project, labor category) on it when sent to the employee.
3. The timesheet must be password protected and the employee alone will have control over their password.
4. Once the timesheet is processed, any errors that are later discovered must be corrected using another line with the correct information **See correcting instructions available at [www.my.alutiiq.com](http://www.my.alutiiq.com) (click on Payroll).**
5. All corrections must be approved by the employee and their supervisor.

Employees are required to comply with the Afognak Time Reporting Policy, which is provided to new employees during orientation. A copy of this policy can be viewed at [www.my.alutiiq.com](http://www.my.alutiiq.com).

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**401 Pay Periods/ Pay Days**

Typically, each pay period is semi-monthly and paid 10 days later, unless more frequent payment or a shorter lag from the end of pay period to the actual pay day is required by applicable state law. Pay advances or “early checks” will not be authorized. In the event that a regularly scheduled payday falls on a weekend or banking holiday, employees will typically receive pay on the business day prior to the regularly scheduled payday. Employees who provide express written authorization may participate in Afognak Native Corporation’s direct deposit payroll program or Paycard. Direct deposit or Paycard are the recommended methods of receiving pay, as payroll checks are sent from Anchorage, Alaska. If flights are delayed for weather, disaster or other unavoidable reasons, paychecks could be received late, unless otherwise prohibited by applicable law. First payments are always live checks sent via fed-ex to employees while direct deposits pre-note. Following payments if not paid via direct deposit or Paycard are mailed via regular US Postal Service. Pay stubs may be found on [www.my.alutiiq.com](http://www.my.alutiiq.com) *(click on Payroll)*, unless otherwise required by applicable law. Each paycheck will include earnings for all work performed through the end of the payroll period as reported on the employee’s timesheet.
402 Exempt Employees – Safe Harbor Policy

In accordance with the Fair Labor Standards Act (FLSA), employees classified as Exempt, salaried will receive a predetermined amount to compensate for all hours worked for the Company. This predetermined amount will not vary from pay cycle to pay cycle and cannot be reduced due to quality or quantity of the employee’s work or the number of days or hours worked in the workweek, subject to the exceptions listed below.

Exempt employees may be subject to the following permissible salary deductions, except where prohibited by state law:

- Any workweek in which no work was performed at all
- Full day absences for personal reasons
- Full day absences for sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for loss of salary caused by both sickness and disability
- Full day disciplinary suspensions for infractions of safety rules of major significance (including those that could cause serious harm to others)
- Family and Medical Leave absences (either full or partial day)
- To offset amounts received as payment for jury and witness fees or military pay, unless otherwise prohibited by state law
- Unpaid disciplinary suspensions of one or more full days for significant infractions of major workplace conduct rules set forth in written policies and procedures
- The first or last week of employment in which less than a full week is worked

An Exempt salary may also be reduced for certain types of deductions such as personal benefit selections, lawful taxes, garnishments, or voluntary contributions to a 401(k) retirement plan.

It is a proper deduction to use an employee’s accrued vacation, personal or other forms of available paid time off banks for full or partial day absences due to personal reasons, sickness or disability, unless otherwise restricted by applicable federal, state or local law.

In any workweek where work is performed, an Exempt employee’s salary will not be reduced for any of the following reasons (accrued PTO will be utilized to offset partial day absences, unless otherwise restricted by applicable federal, state or local law).

- Partial day absences for personal reasons, sickness or disability
- Absence because the facility is closed on a scheduled work day
- Absences for jury duty, attendance as a witness, or military leave in any week work was performed
- Any other deductions prohibited by state or federal law

Company policy will comply with the salary basis requirements of the FLSA and any applicable state regulations. Therefore, any improper deductions from the salaries of exempt employees are strictly prohibited. If you are an Exempt employee and believe you have been subject to any improper deductions, you should immediately report the matter to your supervisor. If the supervisor is unavailable or if you believe it
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would be inappropriate to contact that person (or if you have not received a prompt reply), you should immediately contact the Human Resources Department.

Every report will be fully investigated and corrective action taken, where appropriate, up to and including discharge for any employee(s) violating this policy. If determined that an improper deduction has occurred, prompt reimbursement will be made. In addition, Afognak Native Corporation will not allow any form of retaliation against individuals reporting alleged violations of this policy or cooperating in the Company’s investigation of such reports. Any form of retaliation in violation of this policy will result in disciplinary action, up to and including discharge.

This policy is subject to applicable state law.

403 Overtime

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime hours. When possible, advance notification of these mandatory assignments will be provided. All overtime work must receive the supervisor’s prior authorization. Working overtime without authorization may result in disciplinary action, up to and including termination.

Overtime compensation is paid to all non-exempt employees in accordance with federal and applicable state laws.

As required by law, overtime pay is based on actual hours worked. Time off for annual leave with pay, paid holiday, jury duty, witness duty, bereavement leave, or any leave of absence will not be considered hours worked for purposes of performing overtime calculations.

404 Travel Policy

Afognak Native Corporation will pay for or reimburse employees for the reasonable costs of Afognak Native Corporation business-related travel, which is authorized in advance by senior management. Payment and reimbursement may be denied in the absence of sufficient documentation of the travel expenses, unless otherwise required by applicable law.

Travel Costs: Afognak Native Corporation will reimburse the following expenses if they are Afognak Native Corporation business-related:

1) Lodging, meals, taxi, parking, vehicle rental and business phone calls.
2) The use of privately owned vehicles is also reimbursable with the following limitations: (a) reimbursement of actual miles for official use only, at the published IRS rate; (b) beginning and ending vehicle mileage must be documented, and any personal use of the automobile while on official business is not reimbursable and should not be counted; and (c) mileage reimbursement is not to exceed the cost of an airplane ticket specified and documented on a travel voucher, unless approved by the Department Manager. Please note, when an employee uses their privately owned motor vehicle for work-related business and is involved in an accident where there is damage to the employee’s vehicle, they must file a motor vehicle claim with their own insurance carrier. Afognak Native Corporation does not provide coverage for privately owned vehicles.
3) Others specifically approved in advance by the Department Manager.

A written travel report or other documentation/updates as agreed upon by the employee’s supervisor must be submitted to the Department Manager or a designee within ten days after completion of business travel.

When a non-exempt employee is required to travel out of town in connection with a work assignment, the employee will be paid for all hours worked. In addition, the non-exempt employee will be paid for travel time that crosses the employee’s normal workday, regardless of the day of the week. For example: if the employee normally works 8:00 am to 5:00 pm and travels during these hours on any day, they will be paid as time worked. Time spent traveling outside of these hours will not be paid, subject to applicable federal and state law requirements.

Employees are required to comply with the travel policy. A copy of this policy, travel request forms and travel information can be viewed at www.my.alutiiq.com.

405 Employment Termination

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated:

- **Resignation** - employment termination initiated by an employee who chooses to leave Afognak Native Corporation voluntarily. Although advance notice is not required, Afognak Native Corporation requests at least two weeks’ written resignation notice from all employees. At Afognak Native Corporation’s option, upon receiving notification from an employee of their intent to resign, Afognak Native Corporation may pay the employee two weeks’ compensation and not require the employee to report to work.

- **Discharge** - employment termination initiated by Afognak Native Corporation.

- **Retirement** - voluntary retirement from active employment status initiated by the employee.

Afognak Native Corporation may schedule exit interviews at the time of employment termination. The exit interview will afford an opportunity to discuss such issues as employee benefits, conversion privileges, repayment of outstanding debts owed to Afognak Native Corporation, or return of company-owned property. Suggestions, concerns, and questions can also be voiced.
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Unless otherwise provided for in a written employment contract signed by Afognak Native Corporation as authorized by the CEO/President or Vice President of Human Resources, or in a collective bargaining agreement, or applicable state law, employment with Afognak Native Corporation is based on mutual consent, and both the employee and Afognak Native Corporation have the right to terminate employment at-will, with or without cause, at any time. Employees will receive their final pay in accordance with applicable state law.

Employee benefits will be affected by employment termination in the following manner. All accrued, vested benefits that are due and payable at termination will be paid. Some benefits may be continued at the employee’s expense if the employee so chooses. The employee will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance.

The Vice President of Human Resources or designee must review all involuntary termination decisions.

Former employees who left the Company in good standing and were classified as eligible for rehire may be considered for reemployment. An application must meet all minimum qualifications and requirements of the position, including any qualifying exam, when required. Supervisors must obtain approval from the Human Resources Manager or designee prior to rehiring a former employee. Rehired employees begin benefits just as any other new employee, unless otherwise required by applicable law. Previous tenure will not be considered in calculating longevity, leave accruals or other benefits, unless otherwise subject to applicable federal, state or local regulations.

406 Severance Pay

Afognak Native Corporation generally does not grant severance pay to employees. However, Afognak Native Corporation reserves the right to make exceptions to this policy in its sole and absolute discretion or as otherwise required by applicable state law. Any severance payment is conditioned upon the signing of a release agreement. All severance agreements must be approved by the Chief Legal Officer/General Counsel, Vice President of Human Resources, Senior Vice President Finance or CEO/President.

Petroglyphs at the Old Afognak Village on Afognak Island.
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**501 Whistleblower Policy**

It is the policy of Afognak Native Corporation to comply with and require its employees to comply with all applicable legal and regulatory requirements relating to corporate reporting and disclosure, accounting and auditing controls and procedures, and general legal compliance. This Whistleblower policy governs the process through which employees and others can notify representatives of Afognak Native Corporation and/or the Board of Directors of potential violations or concerns.

**Reporting Alleged Violations or Concerns:** Afognak Native Corporation is committed to providing a workplace conducive to open discussion of its business practices. It is the policy of the Company for anyone aware of a violation of the Afognak Code of Ethics and Business Conduct, our internal policies and procedures, or any legal requirement to report the possible violation.

If an employee reasonably believes that Afognak Native Corporation or any of its employees have violated applicable legal or regulatory requirements, the Afognak Code of Ethics and Business Conduct, or internal policies, the employee may report the potential violation through any of the available reporting vehicles described below:

- If an employee has a concern of illegal or dishonest activity, the employee has several reporting options:
  - the employee’s immediate supervisor
  - a manager that is not the employee’s direct supervisor
  - a Human Resources Manager
  - the Legal Department
  - the Ethics & Compliance Hotline (1-800-829-8547) (Note that concerns submitted to the Hotline may be done so anonymously.)

- The concern should be factual rather than speculative or conclusory, and should contain as much specific information as possible to allow for assessment and investigation. The Company may, in its reasonable discretion, determine not to commence an investigation if a concern contains only unspecified or broad allegations of wrongdoing without appropriate informational support.

- Employees must exercise sound judgment to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing will be subject to discipline, up to and including termination.

**Investigation of Concerns:** Afognak Native Corporation, or the Board of Directors as appropriate, will make a reasonable investigation of the allegations and will inform the report of the outcome of the investigation (subject to confidentiality limitations). In cases where confidentiality, privilege, personnel action, or risk management factors support nondisclosure, management or the Board of Directors may inform the employee that the matter was investigated / reviewed, and appropriate action has been taken without providing further details of the investigation and/or actions taken.

The employee making a concern is not responsible for investigating the activity or for determining fault or corrective measures.

**Whistleblower Protections for Contractor Employees:** In conjunction with 48 CFR 52.203-17, as a company employee, you can’t be discharged, demoted, or otherwise discriminated against as reprisal for disclosing
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information that you reasonably believe is evidence of gross mismanagement of a U.S. Department of Defense ("DoD") contract, a gross waste of DoD funds, an abuse of authority related to a DoD contract, a violation of law, rule, or regulation related to a DoD contract (including the competition for or negotiation of a contract), or a substantial and specific danger to public health or safety.

In accordance with DFARS Subpart 203.9, you are afforded these protections when you disclose this information to:

1. A Member of Congress or a representative of a committee of Congress
2. An Inspector General that receives funding from or has oversight over contracts awarded for or on behalf of DoD
3. The Government Accountability Office
4. A DoD employee responsible for contract oversight or management
5. An authorized official of the Department of Justice or other law enforcement agency
6. A court or grand jury
7. A management official or other company employee who has the responsibility to investigate, discover, or address misconduct

An employee who initiates or provides evidence of contractor or subcontractor misconduct in any judicial or administrative proceeding relating to waste, fraud, or abuse on a DoD contract shall be deemed to have made a disclosure.

These protections do not give you any rights to disclose classified information not otherwise provided by law.

DFARS subpart 203.9 addresses this policy, the procedure for handling complaints, remedies, and other helpful information.

600 Safety

Afognak Native Corporation provides a safe and healthy workplace for employees, customers, visitors, and stakeholders. It has an established workplace safety program that focuses on the prevention of injuries and regulatory compliance. Safety is everyone’s responsibility and the key to success is that collective strong commitment.

Afognak Native Corporation supports a proactive Safety culture. Safety information is disseminated to management and employees through regular internal communication channels including, but not limited to, safety newsletters, safety conference calls, safety committees, safety policies, bulletin board postings, memos, and safety training courses.

All employees are required to work safely as a condition of employment. Employees shall strictly follow all applicable safety rules/policies, follow posted safety signage, and participate in required safety training. Employees should immediately report any unsafe condition or unsafe act to the appropriate manager or supervisor. If an employee has a safety-related question, the employee should contact his/her project/site management team immediately.
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Employees who violate safety rules, do not participate in required safety training, contribute to accidents/incidents, fail to report injuries or property damage, or deliberately tamper with Personal Protective Equipment or Life Safety Equipment may be subject to disciplinary action up to and including termination of employment.

All accidents/incidents resulting in injury or property damage must be immediately reported to the appropriate manager or supervisor. Proper forms and statements must be sent to WorkersComp@alutiiq.com as soon as possible to initiate the workers’ compensation process for employee work-related injuries and to ensure that safety reporting regulations and deadlines are met. Any motor vehicle incident must be reported to the appropriate manager or supervisor and to AutoAccidents@alutiiq.com. Other safety questions or concerns should be sent to Safety@alutiiq.com for further investigation, disposition, and feedback.

601 Motor Vehicle Operations and DOT Compliance Program

It is the policy of the Company to set acceptable standards by which corporate-owned, leased or rented motor vehicles may be operated and maintained. The Motor Vehicle Operations and DOT Compliance (previously titled: DOT Compliance and Motor Vehicle Safety) Program establishes limitations regarding Authorized Drivers and their qualifications, including their participation in the motor vehicle safety training program, review of their motor vehicle record reports, and other risk controls established to ensure compliance with applicable laws and regulations to limit corporate liability, protect employees from injuries associated with auto accidents, and support the safe and responsible operation of the Company’s motor vehicles.

The Motor Vehicle Operations and DOT Compliance Program is the primary document applicable to all Company operations and Authorized Drivers, and it is intended to be the foundational resource document establishing over-arching motor vehicle safety provisions that flow down to all Afognak Native Corporation job and project sites. Due to the range of work conducted at Afognak Native Corporation, it is expected that any specific contract may impose additional safety measures on the Company. Where these exist, this document shall serve as a companion document and shall be considered the minimally acceptable standards for the operation of the Corporation’s leased, owned or rented motor vehicles.

Employees are required to comply with the Motor Vehicle Operations and DOT Compliance Program. A copy of this policy can be viewed at www.my.alutiiq.com (click on My Policies).

602 Tobacco-Free Campus Policy

In keeping with Afognak Native Corporation’s intent to provide a safe and healthful environment, tobacco products defined as any product intended for human consumption that is comprised of or contains tobacco (e.g., cigarettes, cigars, pipes, dip, chew, snuff, snus), and nicotine-delivery devices (e.g., e-cigarettes, vaporizers, hookahs) are prohibited in or on Company property. “Company Property” refers to all interior and exterior offices, as well as outside grounds and parking areas, that are owned or leased by the Company.

Employees, tenants, volunteers, visitors, vendors and clients shall not use tobacco products in or on Company property; in vehicles, including watercraft, owned or leased by the Company; or in privately owned vehicles parked on Company property. Vaping devices are prohibited regardless of tobacco or nicotine content. If
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Questions arise regarding the physical parameters of the prohibitions contained in this policy, the Afognak Native Corporation Executive Vice President or their designee shall make the final determination.

Employees who violate this policy are subject to disciplinary action. Any disputes involving smoking and any employees with questions should discuss their concerns with their supervisor or Human Resources. Retaliation will not be permitted against any employee who reports a perceived violation of this policy.

Employees are required to comply with the Tobacco-Free Campus Policy. A copy of this policy can be viewed at www.my.alutiiq.com (click on My Policies).
To ensure orderly operations and provide the best possible work environment, Afognak Native Corporation expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization.

It is not possible to list all forms of behavior that are considered unacceptable in the workplace. As such, the list below should not be considered all-inclusive or exhaustive. The possible absence of a particular behavior deemed unacceptable does not preclude nor does the company release the right to address and correct such behavior to the extent deemed necessary. The following examples of infractions of rules of conduct may result in disciplinary action, up to and including termination of employment. In some cases, there are specific policies and procedures dealing with the infractions mentioned below.

- Theft or inappropriate removal or possession of property
- Falsification of documents, including, but not limited to:
  - Employment application
  - Timekeeping records
  - Work product
- Working under the influence of alcohol or illegal drugs
- Possession, distribution, sale transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating vehicles or equipment
- Fighting or threatening violence in the workplace
- Negligence or improper conduct leading to damage of property
- Failure to comply with or disregard for a lawful management directive
- Failure to perform assigned job duties
- Unauthorized expenditure of Company funds
- Violation of safety or health rules
- Smoking in prohibited areas
- Sexual or other harassment or discrimination in violation of company policy and/or applicable law
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace, unless such a restriction is prohibited by applicable law
- Unauthorized use of telephone or other employer-owned equipment
- Unauthorized presence in a facility at any time
- Unsatisfactory attendance to include absenteeism, tardiness and early departures, unless such absences, tardiness and/or early departures are protected by applicable law
- Violation of any other personnel policies
- Unsatisfactory performance or conduct

Employment with Afognak Native Corporation is at the mutual consent of Afognak Native Corporation and the
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employee, and either party may terminate that relationship at any time, with or without cause, and with
or without advance notice, unless otherwise provided for in a written employment contract signed by Afognak
Native Corporation as authorized by the CEO/President or Vice President of Human Resources, or in a
collective bargaining agreement, or applicable state law.

In the event that any of the above infractions are noticed, report them to your supervisor or to a Human
Resources Manager and appropriate steps will be taken to investigate and correct the conditions as necessary.

604 Progressive Corrective Action Policy

Our progressive corrective action policy is designed to provide a structured corrective action process to improve
and prevent a recurrence of undesirable behavior and/or performance issues. When someone’s conduct falls
outside of acceptable behavior and performance, it may be necessary to initiate performance counseling and/or
disciplinary action, up to and including termination.

Outlined below are steps of our progressive corrective action policy. Afognak Native Corporation reserves the
right to combine or skip steps depending upon facts of each situation and the nature of the offense. The level
of disciplinary intervention may also vary. Some of the factors that will be considered depend upon whether the
offense is repeated despite coaching, counseling and/or training, the employee’s work record and the impact
the continuing conduct and performance issues have on our organization.

Each employee is responsible for their individual performance and conduct. When problems arise, the
progressive corrective action policy will involve communication between the supervisor and employee to identify
the problem, outline expectations for meeting performance and conduct standards, and develop a plan for
improvement and change.

Many factors will be considered in determining the appropriate level of corrective action, including the severity
and nature of the conduct, the employee’s overall employment record and length of service, and applicable
policies and procedures.

Afognak Native Corporation reserves the right to exercise judgment and discretion in determining the
appropriate counseling or corrective action in any situation.

In most circumstances, a progressive approach will be used to correct performance or conduct. For the most
serious violations, first-time offenses may result in corrective action up to and including discharge.

Counseling and Verbal Warning

This creates an opportunity for the immediate supervisor to schedule a meeting with an employee to bring
attention to the existing performance, conduct or attendance issue. The supervisor should discuss with the
employee the nature of the problem or violation of company policies and procedures. The supervisor is
expected to clearly outline expectations and steps the employee must take to improve performance or resolve
the problem.

Written Warning

While it is hoped that the performance, conduct or attendance issues that were identified in the counseling and
verbal warning have been corrected, Afognak Native Corporation recognizes that this may not always be the
case. A written warning involves a more formal documentation of the performance, conduct or attendance
issues and consequences.
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For the written warning, the immediate supervisor and a program manager or director typically will meet with the employee and review any additional incidents or information about the performance, conduct or attendance issues as well as any prior relevant corrective action plans. Management will outline the consequences for the employee or continued failure to meet performance and/or conduct expectations. A formal performance improvement plan (PIP) requiring the employee's immediate and sustained corrective action typically will be issued. A warning that outlines how the employee may be subject to additional corrective action, up to and including termination if immediate and sustained corrective action is not taken, will also be included in the written warning.

Suspension and Final Written Warning

There may be performance, conduct or safety incidents so problematic and harmful that the most effective action may be the temporary removal of the employee from the workplace. When immediate action is necessary to ensure the safety of the employee or others, the immediate supervisor, with approval from the Human Resources Department, may remove the employee from the worksite pending the results of the investigation. Such administrative leave is usually unpaid, though, if available, an employee may substitute paid time off during the investigative phase only.

Suspensions that are recommended as part of the normal progression of this progressive corrective action policy are subject to approval from the highest ranking executive officer of the Company entity employing the employee (that is, the President of an employer subsidiary, the COO of Alutiiq, LLC if employed by that entity, or the CEO/President of ANC if employed by that entity) and the Human Resources Department.

Depending upon the seriousness of the infraction, the employee may be suspended without pay in full-day increments consistent with federal, state and local wage-and-hour employment laws. Non-exempt employees may not substitute or use an accrued paid vacation or sick day in lieu of the unpaid suspension. Due to Fair Labor Standards Act (FLSA) compliance issues, unpaid suspension for partial workweeks of exempt salaried employees is reserved for serious workplace safety or conduct issues. Human Resources will provide guidance so that the corrective action is administered and within compliance of the FLSA exemption status.

Recommendation for Termination of Employment

Employment may be terminated based on progressive corrective action or based on the severity of a single incident. Generally, the Company will try to exercise the progressive nature of this policy by first providing warnings, final written warning and/or suspension from the workplace before proceeding to a recommendation to terminate employment. However, the facts and circumstances of each case will determine what action, up to and including discharge from employment, is appropriate. Decisions to terminate employment must be approved by the Vice President of Human Resources or designee and subsidiary President. Furthermore, employees may be terminated without prior notice or disciplinary action.

Management’s recommendation to terminate employment must be reviewed by the Vice President of Human Resources or designee and subsidiary President.

The employee typically will be provided copies of all progressive corrective action documentation, including all performance improvement plans. The employee typically will be asked to sign copies of this documentation attesting to their receipt and understanding of the corrective action outlined in these documents.

Resources Available to Employees

The Employee Assistance Program (EAP) is available to provide resources and suggestions as an employee is taking steps to ensure that the inappropriate conduct or policy violation does not reoccur.

An employee who believes that they have been subjected to corrective action because of race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and...
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related medical conditions), gender expression or gender identity (including transgender status), sexual orientation, marital status, military and veteran status, physical or mental disability, protected medical condition as defined by applicable state or local law, genetic information or any other characteristic protected by applicable federal, state or local laws (“protected status”) and/or alleged retaliation should contact the Human Resources Department, the Legal Department or the Ethics and Compliance Hotline at 1-800-829-8547.

This policy is not intended to apply to statements or actions protected under Section 7 of the National Labor Relations Act (NLRA).

605 Drug and Alcohol Free Workplace

Afognak Native Corporation has a vital interest in ensuring safe, healthful and efficient working conditions for our employees. In addition, as a federal contractor, we have a duty to safely and efficiently provide the public with quality goods and services at a reasonable cost. The unlawful presence of controlled substances or use of alcohol in the workplace conflicts with these vital interests and constitutes a violation of the public trust. For these reasons, we have established, as a condition of employment and continued employment, the following drug and alcohol free workplace policy.

No employee may be under the influence of any illegal drug or alcohol while in the workplace, while on duty, or while operating a vehicle or equipment. Employees also are prohibited from reporting to work or working while they are using or under the influence of any legal drugs or controlled substances which may impact an employee’s ability to perform their job or otherwise pose safety concerns, except when the use is pursuant to a licensed medical practitioner’s instructions and the licensed medical practitioner authorized the employee or individual to report to work. However, this does not extend any right to report to work under the influence of medical marijuana or marijuana used under a lawful recreational use law or to use medical marijuana/recreational use of marijuana as a defense to a policy violation or positive drug test, to the extent you are subject to any drug testing requirement, to the extent permitted by and in accordance with applicable law.

While on Afognak Native Corporation premises and while conducting business-related activities off Afognak Native Corporation premises, no employee may use, possess, distribute, sell, or be under the influence of alcohol or engage in the unlawful manufacture, distribution, dispensation, possession, or use of illegal drugs or controlled substances. Further, no employee may consume alcohol while on duty or within the workplace.

Employees must notify the Human Resources Manager of any criminal drug statute conviction for a violation occurring within the workplace within 5 days of such conviction. Within 10 days of such notification or other actual notice, Afognak Native Corporation will advise the contracting agency of such conviction.

In accordance with federal and state laws, employees under the age of 21 are prohibited from serving or consuming alcohol.

Afognak Native Corporation, in its discretion, reserves the right to conduct pre-employment, post-accident,
random, and reasonable cause drug and alcohol tests, subject to applicable law. Confirmed illegal use of drugs will not be tolerated and will be grounds for refusal to hire or for termination, subject to applicable law.

Violations of this policy may lead to disciplinary action, up to and including termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

In the event an employee feels that another employee may be under the influence of drugs or alcohol, the employee should immediately report the incident to their supervisor or to a representative of the Human Resources Department.

If a person is believed to be under the influence of drugs or alcohol, the Human Resources representative or the supervisor will remove the individual in question from the workplace and arrange testing as necessary, subject to applicable law.

At the discretion of Afognak Native Corporation, any employee who violates our drug-free workplace policy may be required, in connection with or in lieu of disciplinary sanctions, to participate to the Company’s satisfaction in an approved drug assistance or rehabilitation program.

Afognak Native Corporation maintains a policy of non-discrimination and will endeavor to make reasonable accommodations to assist individuals recovering from substance and alcohol dependencies and those who have a medical history that reflects treatment for substance abuse conditions. However, employees may not request an accommodation to avoid discipline for a policy violation.

Employees may be subject to additional requirements by the contracting agency and as mandated by the Department of Transportation Regulations and Federal Drug & Alcohol Free Workplace Act. Project Managers shall work with Human Resources representatives to identify additional methods or procedures that may be required under the Act.

Employees with questions on this policy or issues related to drug or alcohol use in the workplace should raise their concerns with their supervisor or a Human Resources representative.

Employees are required to comply with the Non-DOT Drug and Alcohol Abuse Policy Manual. A copy of this policy can be viewed at www.my.alutiiq.com (click on My Policies).
606 Discrimination, Sexual and Other Harassment & Retaliation Prevention

Afognak Native Corporation does not tolerate and prohibits discrimination and sexual or other harassment of or against our job applicants, contractors, interns, volunteers, or employees by another employee, supervisor, vendor, customer, or any third party based on race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and related medical conditions), gender expression or gender identity (including transgender status), sexual orientation, marital status, military and veteran status, physical or mental disability, protected medical condition as defined by applicable state or local law, genetic information or any other characteristic protected by applicable federal, state or local laws ("protected status"). As an example, sexual harassment (both overt and subtle) is a form of employee misconduct that is demeaning to another person, undermines the integrity of the employment relationship, and is strictly prohibited. Afognak Native Corporation also prohibits retaliation as defined below.

Afognak Native Corporation is committed to providing a work environment that is free of discrimination, sexual and other harassment and retaliation. All discrimination, sexual or other harassment and retaliation is unacceptable in the workplace and in any work-related settings such as business trips and business-related social functions, regardless of whether the conduct is engaged in by a supervisor, co-worker, client, customer, vendor, or other third party. In addition to being a violation of this policy, discrimination, sexual and other harassment or retaliation based on any protected status as defined by applicable federal, state, or local laws and ordinances also is unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of sexual harassment as defined by applicable federal, state, or local laws and ordinances are unlawful.

**Discrimination Defined** Discrimination under this policy generally means treating differently or denying or granting a benefit to an individual because of the individual's protected status.

**Harassment Defined** Harassment generally is defined in this policy as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion towards an individual because of any protected status or which creates an intimidating, hostile or offensive working environment that interferes with work performance.

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or emails) or physical (including physically threatening another, blocking someone’s way, etc.). Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state, or local laws and ordinances. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a manner consistent with the intended purpose of this policy.
Sexual Harassment Defined  Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome sexual advances, requests for sexual favors, offensive remarks about a person’s sex, conversations regarding sexual activities and other verbal, visual or physical conduct of a sexual nature when:

- submission to such conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment;
- submission to or rejection of such conduct or advances or requests by an individual is used as the basis for employment decisions affecting such individual; or
- such conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment, even if the individual is not the intended target.

Harassment because of sex includes sexual harassment (including sexual harassment based on gender, gender expression, gender identity, or transgender status); harassment based on pregnancy, childbirth, or related medical conditions; and harassment that is not sexual in nature but that is because of sex or sex-based stereotypes.

Examples of conduct that violates this policy include:

- unwelcome sexual advances, flirtations, advances, leering, whistling, touching, pinching, assault, or blocking normal movement
- requests for sexual favors or demands for sexual favors in exchange for favorable treatment
- obscene or vulgar gestures, posters, or comments
- sexual jokes or comments about a person's body, sexual prowess, or sexual deficiencies
- propositions, or suggestive or insulting comments of a sexual nature
- derogatory cartoons, posters, and drawings
- sexually-explicit e-mails or voicemails
- uninvited touching of a sexual nature
- unwelcome sexually-related comments
- conversation about one’s own or someone else’s sex life
- conduct or comments consistently targeted at only one gender, even if the content is not sexual
- teasing or other conduct directed toward a person because of the person’s gender

Retaliation Defined  Retaliation means adverse conduct taken because an individual reported an actual or perceived violation of this policy, opposed practices prohibited by this policy, or participated in the reporting and investigation process described below. “Adverse conduct” includes but is not limited to: any action that would keep an employee from reporting discrimination, sexual and other harassment or retaliation; shunning and avoiding an individual who reports discrimination, sexual and other harassment or retaliation; express or implied threats or intimidation intended to prevent an individual from reporting discrimination, sexual and other harassment or retaliation; and denying employment benefits because an applicant or employee reported or encouraged another employee to report harassment, discrimination or retaliation or participated in the reporting and investigation process described below.

Complaint Process  Employees who believe that they have witnessed or been subjected to discrimination, sexual or other harassment or retaliation should bring this to the attention of their supervisor and/or Department
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Manager; the Human Resources Manager at (1-888-232-9574) or Alutiiq, LLC, Human Resources Department, 737 Volvo Parkway, Suite 120, Chesapeake, VA 23320; the Chief Compliance Officer (1-907-222-9500); or the Ethics and Compliance Hotline (1-800-829-8547). If the employee makes a complaint under this policy and has not received an initial response within five (5) business days, the employee should contact the Human Resources Manager (1-888-232-9574 or Alutiiq, LLC, Human Resources Department, 737 Volvo Parkway, Suite 120, Chesapeake, VA 23320), the Chief Compliance Officer (1-907-222-9500) or Ethics and Compliance Hotline (1-800-829-8547) immediately, to the extent either was not the original point of contact.

Every supervisor who learns of any employee’s concern about conduct in violation of this policy, whether in a formal complaint or informally or who otherwise is aware of conduct in violation of this policy, must immediately report the issues raised to Human Resources at 1-888-232-9574 or Alutiiq, LLC, Human Resources Department, 737 Volvo Parkway, Suite 120, Chesapeake, VA 23320; or the Chief Compliance Officer at 1-907-222-9500; or the Ethics and Compliance Hotline (1-800-829-8547).

The employee also has the right to file a charge with the appropriate municipal, state, or federal agency.

Investigation Upon receiving a complaint, the Company will promptly conduct a fair and thorough investigation into the facts and circumstances of any claim of a violation of this policy to ensure due process for all parties. To the extent possible, the Company will endeavor to keep the reporting employee’s concerns confidential. However, complete confidentiality may not be possible in all circumstances. All employees must cooperate with any investigation conducted pursuant to this policy.

• Normally, the investigator will be the Department Manager or the Human Resources Manager. The investigation will include interviews with the complainant, the alleged offender, who will be informed of the allegations made, and any witnesses or other relevant persons as necessary to establish the facts. Other individuals may be involved as necessary to resolve the complaint. Relevant documents also will be reviewed.

• As soon as practicable after the investigation is concluded, the Department Manager and/or the Human Resources Manager will determine whether the Afognak Native Corporation’s policy has been violated. Following the conclusion of the company’s investigation, a company representative will advise the principal parties concerned of the results of their investigation (subject to confidentiality limitations).

• Anyone who is determined after an investigation to have engaged in conduct in violation of this policy will be subject to corrective measures. These measures may include, but are not limited to, counseling, suspension, or immediate termination. Anyone, regardless of position or title, whom the Company determines has engaged in conduct that violates this policy will be subject to discipline, up to and including termination. This includes individuals engaging in discrimination, sexual or other harassment, and/or retaliation, as well as supervisors who fail to report violations of this policy, or knowingly allow prohibited conduct to continue. Individuals who engage in conduct that rises to the level of a violation of law can be held personally liable for such conduct.
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Implementation: Every Afognak Native Corporation employee is expected to support and carry out this policy. Any person who receives a report of discrimination, sexual or other harassment and/or retaliation is expected to seriously consider all such complaints and to take immediate steps to implement this policy in accordance with the provisions contained herein.

607 Workplace Violence

Afognak Native Corporation is committed to providing a safe workplace. The purpose of this policy is to minimize the risk of personal injury to employees and damage to Afognak Native Corporation and personal property.

Prohibited Conduct: Threats, threatening language or any other acts of aggression or violence made toward or by any Afognak Native Corporation employee WILL NOT BE TOLERATED. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking, or any other hostile, aggressive, injurious and/or destructive action undertaken for the purpose of domination or intimidation. Weapons are prohibited on Afognak Native Corporation premises except as required by certain job-related activities, for example an armed security officer or if such prohibition is restricted by applicable law, or to the extent that this prohibition is restricted by other applicable law.

Procedures for Reporting a Threat: All potentially dangerous situations, including threats by co-workers, should be reported immediately to any member of management with whom you feel comfortable. Reports of threats may be maintained confidentially to the extent doing so does not impede Afognak Native Corporation’s ability to investigate and respond to complaints. All threats will be promptly investigated. No employee will be subjected to retaliation, intimidation or disciplinary action as a result of reporting a threat in good faith under this policy.

If an investigation confirms that threat of a violent act or violence itself has occurred, Afognak Native Corporation will take swift and appropriate corrective action.

If you are the recipient of a threat made by an outside party, please follow the steps detailed in this section. It is important for us to be aware of any potential danger in our offices. Indeed, we want to take effective measures to protect everyone from the threat of a violent act by an employee or by anyone else.

If you have any questions about this policy, please speak with management or the Human Resources Department.

608 Attendance and Punctuality

To maintain a safe and productive work environment, Afognak Native Corporation expects employees to be reliable and to be punctual in reporting for scheduled work. Employees should be on time and be prepared to work. Employees should not spend undue amounts of time conducting personal business during work hours.
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Breaks from work may be given, per applicable state law, and should not be abused. Promptly and timely returning from a break is required.

Absenteeism and tardiness places a burden on other employees and on Afognak Native Corporation. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should personally notify their supervisor as soon as possible in advance of the anticipated tardiness or absence. Any employee who fails to report to work without notification to their supervisor for a period of three days or more generally will be considered as job abandonment and to have voluntarily terminated their employment relationship.

Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and including termination of employment.

In evaluating employee attendance and otherwise administering this policy, Afognak Native Corporation does not consider absences/tardiness protected by applicable federal, state, or local law.

Petroglyphs at the Old Afognak Village on Afognak Island.
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609 Personal Appearance

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image Afognak Native Corporation presents to customers and visitors.

During business hours, employees are expected to present a clean and neat appearance and to dress according to the requirements of their positions. Employees who appear for work inappropriately dressed will be sent home and directed to return to work in proper attire. Under such circumstances, employees will not be compensated for the time away from work, unless otherwise required by applicable law.

Consult your supervisor if you have questions as to what constitutes appropriate attire.

610 Nepotism

Afognak Native Corporation discourages nepotism. Nepotism is defined as favoritism shown to an immediate family member while functioning as an employee of Afognak Native Corporation.

No person shall hold a job or be hired for a job that requires the employee to directly supervise or be supervised by an immediate family member. The Company reserves the right to individually evaluate, on a case-by-case basis, even those situations where family members are working together where there is no supervisory capacity, where there is a negative impact on the department, and to take appropriate employment action.

A person who serves on a board or committee that has authority over actions involving a family member shall voluntarily recuse himself/herself from any decision or matter involving an immediate family member.

The definition of immediate family member for the purpose of this policy includes the employee's spouse or significant other/life partner, child(ren), step-child(ren), adopted child(ren), parents, siblings, or any other relationship where there is a financial tie (e.g. roommate, business/investment partner, etc.).

611 Non Fraternization

Afognak Native Corporation always seeks to respect the dignity of its employees. At the same time, when employee conduct has the potential to impact business or create a conflict of interest such as the appearance
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of favoritism or extended courtesies, it can create unwanted problems for an organization. For this reason, the Company desires to avoid situations where there is a romantic, personal or marital relationship between a supervisor and a subordinate, or between co-workers in the same department.

Because of potential issues regarding quid pro quo harassment, the Company has made reporting mandatory. Employees with or who develop such relationships must immediately notify and disclose all relevant circumstances to their immediate supervisor or the Human Resources Department. Afognak Native Corporation reserves the right to take appropriate action, on a case-by-case basis, according to relevant circumstances. Any failure to disclose the nature of the relationship as contemplated in this policy may result in disciplinary action.

612 General Ethics Issues

Employees are required to comply with the Afognak Code of Ethics and Business Conduct, which is provided to new employees during orientation and also to every employee annually. A copy can be viewed at www.alutiiq.com (click on staff resources.) and on my.alutiiq.com.

Afognak Native Corporation’s corporate office in Anchorage, Alaska.

700 Military Leave

A military leave of absence will be granted to employees to attend scheduled drills or training or if called to active duty with the U.S. armed services in accordance with applicable federal and state laws. To be eligible for military leave, employees must provide management with advance notice of their service obligations, unless they are prevented from providing such notice due to military necessity or it is otherwise impossible or unreasonable to provide such notice. Employees who are required to attend yearly Reserves or National Guard duty can apply for a temporary military leave of absence not to exceed the number of days allowed by law (including travel). Such employees should give management as much advance notice of their need for military leave as possible so that we can maintain proper coverage.

Unless otherwise provided by applicable state law, this time off is without pay. However, employees may use any available paid annual leave for the absence.

Under certain circumstances in accordance with Puerto Rico law, employees will be paid the difference between what would have been the employee’s net salary and their net income for reason of their military leave. The employee must provide a written certification stating the income received during military service and the duration of service. Please contact your Human Resources Department for more details.
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Subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible, health insurance benefits will be provided by Afognak Native Corporation until the end of the first full month after military leave begins. At that time, employees will become responsible for the full costs of these benefits for up to 24 months if they wish coverage to continue. When the employee returns from military leave, benefits will again be provided by Afognak Native Corporation according to the applicable plans.

Employees on two-week active duty training assignments or inactive duty training drills are required to return to work for the first regularly scheduled shift after the end of training, allowing for reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with all applicable state and federal laws.

Every reasonable effort will be made to return eligible employees to their previous position or a comparable one. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service, such as the rate of annual leave and job seniority rights.

Verification of military leave must be presented to show that the leave merits the requirements of this policy.

701 Family Medical Leave Act

Eligibility Requirements: Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months (special hours of service eligibility requirements apply to airline flight crew employees), and if at least 50 employees are employed by the employer within 75 miles.

Basic Leave Entitlement: The Family Medical Leave Act (FMLA) requires covered employers to provide up to 12 weeks of unpaid, job-protected leave in a 12-month period to eligible employees for certain family and medical reasons. The 12-month period is determined on a “rolling” 12-month period dating back from the time the employee requests leave. Leave may be taken for any one, or a combination, of the following reasons:

- To care for the employee’s child after birth, or placement for adoption or foster care (must be taken within one (1) year of child’s birth or placement);  
- To care for the employee’s spouse, son or daughter, or parent (but not in-law) who has a serious health condition; and/or  
- For the employee’s own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee’s job.

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job or prevents
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the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Military Family Leave Entitlements: Eligible employees with a spouse, son, daughter, or parent 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) in the Reserve component of the Armed Forces for deployment to a foreign country in support of a contingency operation or Regular Armed Forces for deployment to a foreign country may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees (spouse, son, daughter, parent or next-of-kin of a covered service member) to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy; or is in the outpatient status; or is on the temporary disability retired list for a serious injury or illness. These individuals are referred to in this policy as “current members of the Armed Forces.” Covered service members also includes a veteran who is discharged or released from military services under condition other than dishonorable at any time during the five-year period preceding the date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. These individuals are referred to in this policy as “covered veterans.”

The FMLA definitions of a “serious injury or illness” for current Armed Forces members and covered veterans are distinct from the FMLA definition of “serious health condition” applicable to FMLA leave to care for a covered family member.

Benefits and Protections If applicable, during FMLA leave, the Company must maintain the employee’s health coverage under any “group health plan” on the same terms as if the employee had continued to work. If paid time off is substituted for unpaid leave, the Company will deduct the employee’s portion of any applicable health plan premium as a regular payroll deduction. If the employee’s leave is unpaid, the employee must make arrangements with Human Resources prior to taking leave to pay their portion of any applicable health insurance premiums each month.

The Company’s obligation to maintain health care coverage ceases if an employee’s premium payment is more
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than 30 days late. If an employee’s payment is more than 15 days late, the Company will send a letter notifying
the employee that coverage will be dropped on a specified date unless the co-payment is received before that
date. If employees do not return to work at the end of the leave period (unless employees cannot return to work
because of a serious health condition or other circumstances beyond their control), the employee will be
required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage
during their unpaid FMLA leave. For purposes of this paragraph, an employee will be considered to have
returned to work if he or she returns to work for at least 30 calendar days, or if he or she retires at the end of
the FMLA leave period or within 30 days thereafter.

Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with
equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an
employee’s leave.

Use of Leave: An employee does not need to use this leave entitlement in one block. Leave can be taken
intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable
efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Company’s
operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave: The Company requires the use of accrued paid annual leave
and any other paid time off (to the maximum extent permitted by applicable law) while taking what otherwise
would be unpaid FMLA leave. The substitution of paid time for unpaid FMLA leave time does not extend the
length of FMLA leave and the paid time will run concurrently with an employee’s FMLA entitlement. Receipt of
disability benefits, Workers’ Compensation benefits or other monetary benefits does not extend the maximum
amount of leave time to which an employee is eligible under the FMLA.

Employee Responsibilities: Employees must provide 30 days’ advance notice of the need to take FMLA
leave when the need is foreseeable. When 30 days’ notice is not possible, the employee must provide notice
as soon as practicable and generally must comply with normal call-in procedures.

Employees must provide sufficient information for the Company to determine if the leave may qualify for FMLA
protection and the anticipated timing and duration of the leave. Sufficient information may include that the
employee is unable to perform job functions; the family member is unable to perform daily activities; the need
for hospitalization or continuing treatment by a health care provider; or circumstances supporting the need for
military family leave. Employees also must inform the Company if the requested leave is for a reason for which
FMLA leave was previously taken or certified. Employees also may be required to provide a certification and
periodic recertification supporting the need for leave.

Employer’s Responsibilities: The Company will inform employees requesting leave whether they are eligible
under FMLA. If they are, the notice must specify any additional information required as well as the employees’
rights and responsibilities. If they are not eligible, the Company will provide a reason for ineligibility.

The Company will inform employees if leave will be designated as FMLA-protected and the amount of leave
counted against the employee’s leave entitlement. If the Company determines that the leave is not FMLA-
protected, the Company will notify the employee.

Unlawful Acts by Employers: FMLA makes it unlawful for any employer to:

• Interfere with, restrain or deny the exercise of any right provided under FMLA; and
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- Discharge, discriminate, or retaliate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Concerns regarding a possible violation with respect to either of these obligations should be reported to the Company’s Human Resources Department.

Enforcement: An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement, which provides greater family or medical leave rights.

State Differences: Several states including California and New Jersey have different levels of family/medical leave. Please check state law for specific additional benefits.

702 Disability Accommodation Policy

Afognak Native Corporation is committed to the fair and equal employment of individuals with disabilities. It is the Company’s policy to reasonably accommodate qualified individuals with disabilities unless the accommodation would impose an undue hardship on the organization. Reasonable accommodations will be provided to qualified individuals with disabilities when such accommodations are necessary to enable them to perform the essential functions of their jobs or to enjoy the equal benefits and privileges of employment. This policy applies to all applicants for employment, and all employees.

It is the policy of Afognak Native Corporation to comply with all federal, state and local laws concerning the employment of persons with disabilities and to act in accordance with regulations and guidance issued by the Americans with Disabilities Act (ADA) as amended, the Equal Employment Opportunity Commission (EEOC) and Section 503 of the Rehabilitation Act of 1973. Furthermore, it is company policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment.

Disability

"Disability" generally refers to a physical or mental impairment that substantially limits one or more of the major life activities of an individual, or a record of such impairment. An individual with a disability is qualified if the individual can perform the essential functions of the job, with or without reasonable accommodation.

Reasonable Accommodation

The Company will seek to provide reasonable accommodation for a known disability or at the request of an individual with a disability. Many individuals with disabilities can apply for and perform the essential functions of their jobs without any reasonable accommodations. However, there are situations where a workplace barrier may interfere. A reasonable accommodation generally is any change or adjustment to the job application process, work environment, or work processes that would make it possible for the individual with a disability to perform the essential functions of the job.
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There generally are three types of reasonable accommodations that may be considered:

1. Changes to the job application process so that a qualified applicant with a disability will receive equal consideration for the job opportunity;

2. Modifications to the work environment so that the qualified individual with a disability can perform the essential functions of the job; and

3. Adjustments that will allow a qualified individual with a disability to enjoy the same benefits and privileges of employment as other similarly situated employees without disabilities.

Essential Job Functions
For each position, the job description typically will identify essential job functions. If there are any questions about the job requirements, they should be directed to your supervisor or manager, or the Human Resources Department.

Requesting a Reasonable Accommodation
An employee with a disability is responsible for requesting an accommodation from the Human Resources Department, and providing medical documentation regarding the disability when requested, to the maximum extent permitted by applicable law. Once medical documentation is received or as otherwise provided by applicable law, the Human Resources Department will work with the employee to identify possible reasonable accommodations and to assess the effectiveness of each in allowing the employee to perform the essential functions of the job, or to enjoy the same benefits and privileges of employment as similarly situated employees without disabilities. Based on this interactive process, a reasonable accommodation will be selected that is most appropriate for both Afognak Native Corporation and the individual employee. While an individual's preference will be considered, Afognak Native Corporation is free to choose between equally effective accommodations with consideration towards expense and impact on the rest of the organization.

A request for reasonable accommodation may be denied if it would create an undue hardship for Afognak Native Corporation. Factors to be considered when determining whether an undue hardship exists include but not limited to: the nature and cost of the accommodation; the company's overall financial resources; the financial resources of the particular facility at which the accommodation is to be made; the number of employees at the facility; the total number of employees of the organization; the type of operation, including the composition, structure and functions of the workforce; and the administrative or fiscal relationship of the particular facility involved in making the accommodation to the employer.

Safety
All employees are expected to comply with applicable safety procedures. Afognak Native Corporation will not place qualified individuals with disabilities in positions in which they will pose a direct threat to the health or safety of others or themselves. A direct threat means a significant risk to the health or safety of one's self or others that cannot be eliminated by reasonable accommodation. The determination that an individual with a disability poses a direct threat will be made by the Human Resources Department and will be based on factual, objective evidence. A written copy of the determination will be given to the employee so that the individual may submit additional information and/or challenge the determination that he or she poses a direct threat.

Confidentiality
All information obtained concerning the medical condition or history of an applicant or employee will be treated as confidential information, maintained in separate medical files, and disclosed only as permitted by law.
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Complaint Procedure

It is the policy of Afognak Native Corporation to prohibit any harassment of, or discriminatory treatment of, employees on the basis of a disability or because an employee has requested a reasonable accommodation. If an employee feels the individual has been subject to such treatment, or has witnessed such treatment, the situation should be reported using the complaint procedure set forth in the Discrimination, Sexual and Other Harassment & Retaliation Prevention policy. Any employee found to have engaged in retaliation against an employee for making a request for reasonable accommodation under this policy, registering a complaint under this procedure, or for assisting in the investigation of any registered complaint will be subject to immediate disciplinary action up to and including discharge.

703 Lactation Accommodation Policy

The Company will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee’s child, to the extent required by and in accordance with applicable law. If possible and permitted by applicable law, the break time must run concurrently with rest and meal periods already provided to the employee. Break time that cannot run concurrently with rest and meal periods already provided to the employee will be unpaid, to the extent permitted by applicable law.

The Company will make reasonable efforts to provide an employee with use of a room or location in close proximity to the employee’s work area, other than a bathroom, for the employee to express milk in private. This room or location may be the employee’s private office, if applicable.

Unless otherwise required by applicable law, the Company may not be able to provide additional break time if doing so would seriously disrupt the Company’s operations. Employees will not be discriminated against or retaliated against for exercising their rights under this policy. Employees can contact Human Resources with questions regarding this policy.

800 Social Media Policy

At Afognak Native Corporation, we understand that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established guidelines for appropriate use of social media.

Guidelines

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether or not associated or affiliated with Afognak Native Corporation, as well as any other form of electronic communication.

The same principles and guidelines found in this Handbook and the Afognak Code of Ethics and Business Conduct apply to your activities online.
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Know and follow the rules
Carefully read the guidelines within the Afognak Code of Ethics and Business Conduct and this Handbook to ensure your postings are consistent with these policies. Inappropriate postings containing discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

Be respectful
Always be fair and courteous to shareholders, customers, suppliers, vendors or people working on behalf of Afognak Native Corporation. Also, keep in mind that you are more likely to resolve work-related concerns by speaking directly with your co-workers or by contacting your Supervisor, Department Manager or Human Resources Department than by posting concerns to a social media outlet. Nevertheless, if you decide to post concerns or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, or that might constitute harassment in violation of our policy. Examples of such conduct might include offensive posts that could contribute to a hostile work environment on the basis of race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and related medical conditions), gender expression or gender identity (including transgender status), sexual orientation, marital status, military and veteran status, physical or mental disability, protected medical condition as defined by applicable state or local law, genetic information or any other characteristic protected by applicable federal, state or local laws (“protected status”) or company policy.

Endeavor to be honest and accurate
Endeavor to be honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about Afognak Native Corporation, fellow employees, shareholders, customers, suppliers, vendors or people working on behalf of Afognak Native Corporation or competitors.

Abide by policies regarding confidential and classified information
Maintain the confidentiality of Afognak Native Corporation’s Proprietary Information (defined in section 106 above). In addition, as a defense contractor cleared under the National Industrial Security Program, we are required to abide by regulations aimed to protect National Security Information. Therefore, the safeguarding of classified information, as well as protective unclassified sensitive information, requires dedication on the part of every employee. Unauthorized disclosure of classified information, as well as sensitive unclassified information, whether intentionally or through carelessness, is punishable under federal criminal law. This can be damaging to the individual, the Company, and our nation’s security.

Express only your personal opinions
Never represent yourself as a spokesperson for Afognak Native Corporation. Refrain from identifying yourself as a Company employee unless it is directly relevant to the subject matter at hand. If you express an opinion, including an opinion regarding the Company’s actions, and also identify yourself as an employee of the Company (or if it can be inferred that you are an employee of the Company), be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the Company entity that employs you, the rest of the Company as a whole (that is, Afognak Native Corporation, its direct and indirect subsidiaries at any level (including Alutiiq, LLC and its direct and indirect subsidiaries), and any joint ventures or other business enterprises of those companies, their shareholders, employees, customers, suppliers, vendors or people working on behalf of any of the foregoing. This is necessary to preserve the Company’s goodwill in the marketplace.
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Using social media at work
Refrain from using social media while on work time, unless it is work-related as authorized by your manager or consistent with the Computer Network and Internet Policy in this Handbook. Do not use your Afognak or Alutiiq email addresses to register on social networks, blogs or other online tools utilized for personal use.

Retaliation is prohibited
Afognak Native Corporation prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination of employment.

For more information
If you have questions or need further guidance, please contact your Human Resources Department or the Legal Department.

This policy is not intended to apply to statements or actions protected under Section 7 of the National Labor Relations Act (NLRA).
801 Media Relations Policy

1) The Company's Corporate Affairs Department is responsible for conveying to the media the Company's position on issues of general interest and matters that affect the Company.

2) The Vice President of Community Investments is the Company's authorized spokesperson for all media inquiries that are directed toward the Company. The CEO/President or the VP of Community Investments, either one acting individually, may designate another senior manager of the Company to serve as a Company spokesperson on a particular issue as appropriate.

3) The Vice President of Community Investments shall promptly inform the CEO/President of all media inquiries, anticipated or actual media coverage, and related issues. The CEO/President shall notify the Board of Directors as appropriate.

4) Any employee having knowledge or information regarding media coverage or a media inquiry seeking the Company's positions on an issue should notify the Corporate Affairs Department immediately. No employee other than the Company's authorized spokesperson may speak to the media on the Company's behalf.

5) The Vice President of Community Investments shall maintain a database of all relevant media coverage, including coverage related to Company industries, competitors, and the Company's business environment. Senior managers are encouraged to send paper or electronic copies of relevant media coverage to the Vice President of Community Investments for inclusion in this database.

(left) A young spruce sapling nearby the village of Port Lions.
(below) Piano gifted by Trans-Pac Fibre of Canada, made from Sitka Spruce from Afognak Island, crafted in China using German technology.
802 Computer Network and Internet Policy

The use of computers and other equipment does not imply any expectation of employee privacy with respect to that equipment. All Afognak Native Corporation equipment is provided for the purpose of accomplishing Afognak Native Corporation’s authorized business. The Company has the right and authority to full and complete access to its own equipment and premises, including information stored on a computer work station or network that it supplies, and may take actions to monitor use of the equipment when deemed necessary to the efficient management and operation of Afognak Native Corporation.

• Use of the network is intended for company purposes. Casual personal use is acceptable if not done during working time.
• Viewing pornographic sites is strictly prohibited.
• Users are prohibited from using the network to run a personal business or in any manner that violates the law.
• Afognak Native Corporation has the right to monitor all online communications including email, instant messaging, blogging, remote access and social networking as relevant.
• Afognak Native Corporation has the right to block users from accessing specific sites.
• Afognak Native Corporation has the right to take disciplinary action against users who violate these policies.
• Personal programs shall not be installed on workstations without written authorization from the Afognak Native Corporation Senior Vice President of Information Technology. Personal computers and other electronic devices (cell phones, tablets, etc.) may not be connected directly to the company’s network without written authorization from the Senior Vice President of Information Technology.
• Employees are prohibited from using personal e-mail accounts to conduct Company business. Employees may not forward Company emails to a personal email address.

No Afognak Native Corporation computer is to be used to access any website or other Internet address that traffics in sexually explicit, pornographic, or otherwise morally or legally questionable material.

Use of Afognak Native Corporation’s computers to attempt to gain unauthorized access to remote sites (commonly called hacking) is prohibited.

Electronic Mail: Afognak Native Corporation provides electronic mail (e-mail) capabilities to employees for business purposes. All e-mail users should exercise good judgment and common sense when creating and distributing e-mail messages. There is no guarantee of privacy with an e-mail message; Afognak Native Corporation reserves the right to access all aspects of employees’ e-mail at any time, for any reason, without notice to the employee.

Employees should use caution before opening unsolicited e-mail from unknown sources. E-mail can carry viruses.
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All e-mail users should be aware that messages are backed up and retained by Afognak Native Corporation for a period of time on electronic storage devices after which time they are deleted. Because recipients of e-mail messages may retain them, users should assume that all e-mails are “on file.” E-mail messages should not be stored in the system if the same message would not be retained if it were in paper form.

Use of Afognak Native Corporation equipment, whether on Company or personal time, for the transmission of material that in any way could be construed as unlawfully harassing, obscene, illegal, or discriminatory with respect to any protected status is strictly forbidden. The following guidelines also apply to use of electronic mail in Afognak Native Corporation:

- Forgery (or attempted forgery) of e-mail messages is prohibited.
- Attempts to read, copy, modify, or delete e-mail messages of other users are prohibited, except that the Senior Vice President of Information Technology or his designee may effect cleanup of stored files to maintain the network in good working order and to protect customer or Afognak Native Corporation interests.
- Sending harassing, threatening, or obscene messages to anyone via e-mail is prohibited.
- It is required that any official e-mail sent from Afognak Native Corporation over the Internet include the disclaimer below:

  CONFIDENTIALITY NOTICE
  This e-mail transmission and any documents accompanying it may contain confidential information. The information transmitted is intended only for the use of the individual(s) named above. If you are not the intended recipient of the transmitted information, you are hereby notified that disclosing, copying, distributing, or taking action in reliance on the contents of this information is strictly prohibited. If you have received this transmission in error, notify the sender and then delete the information.

Confidentiality of data, including e-mail messages, via the Internet cannot be assured. Accordingly, discretion should be used when transmitting customer-sensitive material or Proprietary Information. The Information Technology Helpdesk can provide guidance on encrypting email and portable storage devices to protect data in transit. Always consult your Program Manager to verify that the client permits use of Company email or storage for their data. Employees needing guidance or assistance can contact the Information Technology Helpdesk at helpdesk@alutiiq.com.

Employees are required to comply with the Afognak’s Information Technology policies. Copies of these policies can be viewed at www.my.alutiiq.com.
803 Software Policy

It is the policy of Afognak Native Corporation to respect all computer software copyrights and to adhere to the terms of all software licenses to which Afognak Native Corporation is a part. Your local Network Administrator is charged with the responsibility for enforcing these guidelines.

Afognak Native Corporation’s users may not duplicate any licensed software or related documentation for use either on Afognak Native Corporation’s premises or elsewhere unless it has been determined that Afognak Native Corporation has been granted that right by agreement with the licensor. Unauthorized duplication of software may subject users and/or Afognak Native Corporation to both civil and criminal penalties under the United States Copyright Act.

Users may not give software to anyone outside Afognak Native Corporation, including contractors, customers, or others. Afognak Native Corporation’s users may use software on local area networks or on multiple machines only in accordance with applicable license agreements.

All software acquired by Afognak Native Corporation must be approved. Software acquisition channels are restricted to ensure that the Company has a complete record of all software that has been purchased for Afognak Native Corporation’s computers and can register, support, and upgrade such software accordingly. Software must be registered in the name of Afognak Native Corporation. Software will never be registered in the name of the individual user.

Afognak Native Corporation’s computers are organization-owned assets and must be kept both software legal and virus free. Only software purchased through the procedures outlined above may be used on Afognak Native Corporation’s machines. Users are not permitted to bring software from home and load it into Afognak Native Corporation’s computers without written authorization from the Senior Vice President of Information Technology.

According to the US Copyright Act, illegal reproduction of software is subject to civil damages of as much as $100,000 per title infringed, and criminal penalties, including fines of as much as $250,000 per title infringed and imprisonment of up to five years. An Afognak Native Corporation user who makes, acquires, or uses unauthorized copies of software or otherwise violates this policy will face disciplinary action, up to and including termination of employment.

Penalties and reprimands may also be imposed by Afognak Native Corporation in those instances where an individual knowingly introduces a virus into Afognak Native Corporation-owned equipment. Severity of the penalty will depend on the extent of damage caused, as well as the time and cost to Afognak Native Corporation to remedy that damage, and may range from a verbal reprimand to adverse entries in personnel files to termination of employment.
804 Applicability of State and Local Law Policies

It is the policy of Afognak Native Corporation to comply with all applicable federal, state, and local laws. The state and local laws described in the supplemental portions of this handbook may not apply to all employees working in those jurisdictions because certain worksites are subject only to federal law under the federal enclave doctrine. If you have a question regarding whether a particular state or local law policy applies to you, please contact Human Resources.
I. Arizona Earned Paid Sick Time

Eligibility. The Company provides earned paid sick time to employees who work in Arizona. For employees who work in Arizona who are eligible for sick time per the applicable leave summary and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the applicable leave summary and/or any other applicable sick time/leave law or ordinance.

Accrual. Employees begin accruing earned paid sick time pursuant to this policy at the start of employment. Employees accrue one (1) hour for every thirty (30) hours worked, up to a maximum accrual of twenty four (24) hours each calendar year. Exempt employees are assumed to work forty (40) hours in each workweek unless their normal workweek is less than forty (40) hours, in which case earned paid sick time accrues based upon that normal workweek. For purposes of this policy, the calendar year is the consecutive 12-month period beginning January 1st and ending on December 31st.

Usage. Employees may use earned paid sick time on the 90th calendar day of employment. Earned paid sick time must be used in 15-minute increments. An employee may not use more than twenty four (24) hours of earned paid sick time in any calendar year.

Employees may use earned paid sick time for absences due to:

1) An employee's mental or physical illness, injury or health condition; an employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; an employee's need for preventive medical care;

2) Care of a family member with a mental or physical illness, injury or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; care of a family member who needs preventive medical care;

3) Closure of the employee's place of business by order of a public official due to a public health emergency or an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, or care for oneself or a family member when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or family member's presence in the community may jeopardize the health of others because of their exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease; or

4) A covered purpose relating to domestic violence, sexual violence, abuse or stalking, to allow the employee to obtain (for himself/herself or for a family member), such as medical attention; services from a victims' organization; counseling; relocation; and legal services.

For purposes of this policy, family member includes (regardless of age): a biological, adoptive or foster child, stepchild or legal ward, a child of a domestic partner, a child to whom the employee stands in loco parentis, or an individual to whom the employee stood in loco parentis when the individual was a minor; a biological, foster, stepparent or adoptive parent or legal guardian of an employee or an employee's spouse or domestic partner or a person who stood in loco parentis when the employee or employee's spouse or domestic partner was a minor child; spouse or domestic partner; a grandparent, grandchild or sibling (whether of a biological, foster, adoptive or step relationship) of the employee or the employee's spouse or domestic partner; or any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

An employee's use of earned paid sick time will not be conditioned upon searching for or finding a replacement worker.
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The Company will assume, subject to applicable law, that employees want to use available earned paid sick time for absences for reasons set forth above and employees will be paid for such absences to the extent they have earned paid sick time available.

Employees will be advised of their earned paid sick time balance information on their itemized wage statement.

**Notice & Documentation.** Employees are required to make a reasonable effort to schedule the use of earned paid sick time in a manner that does not unduly disrupt the Company’s operations. Requests to use earned paid sick time may be made orally, in writing, or electronically (e.g., via email), and whenever possible, the request must include the expected duration of the employee’s absence. When the use of earned paid sick time is foreseeable, the employee is required to make a good faith effort to provide notice of the need for such time to Manager/Supervisor in advance of the use of the earned paid sick time. When the use of earned sick time is not foreseeable, the employee is required to provide notice to Manager/Supervisor at least one (1) hour prior to the start of the employee’s workday or as soon as possible under the circumstances.

For earned paid sick time of three (3) or more consecutive work days, the Company requires reasonable documentation that the earned paid sick time has been used for a covered purpose. For reason #1 and #2 above, documentation signed by a health care professional indicating that earned paid sick time is necessary is reasonable. For reason #4 above, any of the following types of documentation selected by the employee are reasonable:

- A police report indicating that the employee or the employee’s family member was a victim of domestic violence, sexual violence, abuse or stalking;
- A protective order; injunction against harassment; a general court order; or other evidence from a court or prosecuting attorney that the employee or employee’s family member appeared, or is scheduled to appear, in court in connection with an incident of domestic violence, sexual violence, abuse, or stalking;
- A signed statement from a domestic violence or sexual violence program or victim services organization affirming that the employee or employee’s family member is receiving services related to domestic violence, sexual violence, abuse, or stalking;
- A signed statement from a witness advocate affirming that the employee or employee’s family member is receiving services from a victim services organization;
- A signed statement from an attorney, member of the clergy, or a medical or other professional affirming that the employee or employee’s family member is a victim of domestic violence, sexual violence, abuse, or stalking; or
- An employee’s written statement affirming that the employee or the employee’s family member is a victim of domestic violence, sexual violence, abuse, or stalking, and that the leave was taken for one of the purposes described above.

Documentation provided to the Company should not explain the nature of the employee’s or a family member’s health condition or the details of the domestic violence, sexual violence, abuse or stalking.

**Payment.** Earned paid sick time will be paid at the same hourly rate the employee earns from the employee’s employment at the time the employee uses such time, but no less than the applicable minimum wage, unless otherwise required by applicable law. Use of earned paid sick time is not considered hours worked for purposes of calculating overtime.

**Carryover & Payout.** An employee may carry over up to twenty four (24) hours of accrued, unused earned
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paid sick time to the following calendar year. Unused earned paid sick time will not be paid at separation.

**Enforcement & Retaliation.** Retaliation against an employee who requests or uses earned paid sick time is prohibited. An employee has the right to file a complaint if earned paid sick time as required by law is denied by an employer or if the employee is subjected to retaliation for requesting or taking earned paid sick time. The Arizona Industrial Commission’s contact information is as follows: 800 W. Washington Street, Phoenix, AZ 85007 / 602-542-4515 / www.azica.gov.

Questions about rights and responsibilities under the law can be answered by Human Resources.

Please refer to the leave summary specific to your contract for additional details.
I. BERKELEY FAMILY FRIENDLY WORKPLACE POLICY

Berkeley employees who have been employed for at least three (3) months and who regularly work at least eight (8) hours per week may request, in writing, either a Flexible Working Arrangement or a Predictable Working Arrangement.

“Flexible Working Arrangement” means a change in the employee’s terms and conditions of employment that provides flexibility. A Flexible Working Arrangement may include but is not limited to a modified work schedule, changes in start and/or end times for work, part-time employment, job sharing arrangements, working from home, telecommuting, reduction or change in work duties, or part-year employment. “Predictable Working Arrangement” means a change in the employee’s terms and conditions of employment that provides consistent or reliable pattern of work assignment. A Predictable Working Arrangement may include but is not limited to days scheduled to work, start time and end time, and work site location with at least seven (7) calendar days’ notice prior to the start of the scheduled shift.

Employees who wish to request a Flexible Working Arrangement or a Predictable Working Arrangement should contact their Program Manager to obtain the necessary form to submit the request in writing. The written request must state: the arrangement applied for; the effective date requested by the employee; and the duration of the arrangement. Within twenty-one (21) days of an employee’s request, the Company will meet with the employee regarding the request. Within twenty-one (21) days of that meeting, the Company will issue a written response to the request either granting or denying the request. If the Company denies the request, the written response to the employee will include a bona fide business reason for denial and will advise the employee of the right to request reconsideration.

An employee can make up to two requests within any 12-month period. If an employee experiences a “major life event,” the employee may make an additional request. For purposes of this policy, “major life events” include the birth of a child, placement of a child with the employee through adoption or foster care, or an increase in the employee’s care-giving duties for a person with a serious health condition who is in a family relationship with the employee.

The Company may later revoke or modify a Flexible or Predictable Working Arrangement for business reasons. In this event, the Company will give the employee reasonable notice related to the change of their work schedule and will provide in writing to the employee, a business reason for the revocation or modification of the Flexible or Predictable Working Arrangement within 21 days of modifying or canceling the Flexible or Predictable Working Arrangement.

The Company will not discharge, threaten to discharge, demote, suspend, or otherwise take adverse employment action against any person on the basis of caregiver status, in retaliation for requesting flexible or predictable working arrangements, or for cooperating with the City in enforcement of any such request or related denial.

II. SAN FRANCISCO FAMILY FRIENDLY WORKPLACE POLICY

San Francisco employees who have been employed for at least six (6) months and who regularly work at least eight (8) hours per week may request, in writing, either a Flexible Working Arrangement or a Predictable Working Arrangement to assist with caregiving responsibilities for either a child or children under the age of 18; a person or persons with a serious health condition in a family relationship with the employee; or a parent of the employee, age 65 or older.
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“Flexible Working Arrangement” means a change in the employee’s terms and conditions of employment that provides flexibility to assist the employee with caregiving responsibilities. A Flexible Working Arrangement may include but is not limited to a modified work schedule, changes in start and/or end times for work, part-time employment, job sharing arrangements, working from home, telecommuting, reduction or change in work duties, or part-year employment. “Predictable Working Arrangement” means a change in the employee’s terms and conditions of employment that provides scheduling predictability to assist that employee with caregiving responsibilities.

Employees who wish to request a Flexible Working Arrangement or a Predictable Working Arrangement should contact Program Manager to obtain the necessary form to submit the request in writing. Within twenty-one (21) days of an employee’s request, the Company will meet with the employee regarding the request. Within twenty-one (21) days of that meeting, the Company will issue a written response to the request either granting or denying the request. If the Company denies the request, the written response to the employee will include a bona fide business reason for denial and will advise the employee of the right to request reconsideration.

The Company will not discharge, threaten to discharge, demote, suspend, or otherwise take adverse employment action against any person on the basis of caregiver status, in retaliation for requesting flexible or predictable working arrangements, or for cooperating with the City in enforcement of any such request or related denial.

III. SAN FRANCISCO LACTATION ACCOMMODATION

The Company supports the legal right and necessity of employees who choose to express milk in the workplace. This policy is to establish guidelines for promoting a breastfeeding-friendly work environment and supporting lactating employees at the Company for as long as they desire to express breastmilk.

The Company will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee’s infant child, to the extent required by and in accordance with applicable local, state, and federal law. If possible, the break time must run concurrently with rest and meal periods already provided to the employee. Break time that cannot run concurrently with rest and meal periods already provided to the employee is unpaid, to the extent permitted by applicable law.

The Company will provide breastfeeding employees with space in close proximity to the employee’s work area that is that shielded from view and free from intrusion from co-workers and the public, to express breastmilk. The room or location may include the place where the employee normally works if it otherwise meets the requirements of the lactation space. Restrooms are prohibited from being utilized for lactation purposes.

An employee who believes they need a lactation accommodation should submit a request for possible accommodation by email to Human Resources or contact Human Resources at 1-888-232-9574. Upon receiving an accommodation request, the Company will respond to the employee within 5 business days. The Company and the employee shall engage in an interactive process to determine the appropriate accommodations.

The Company may not be able to provide an accommodation if doing so would impose an undue hardship by causing significant expense or operational difficulty when considering the accommodation request in relation to the size, financial resources, nature, or structure of the Company. If the Company is unable to provide an accommodation because doing so would impose an undue hardship, the Company will provide
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the employee with a written response that identifies the basis upon which the Company is denying the request for accommodation.

The San Francisco Lactation in the Workplace Ordinance expressly prohibits retaliation against lactating employees for exercising their rights granted by the ordinance. This includes those who request time to express breast milk at work and/or who lodge a complaint related to the right to lactation accommodations.

Employees can contact Human Resources at 1-888-232-9574 with questions regarding this policy.

IV. CALIFORNIA TIMEKEEPING/CLOCKING POLICY

The following policy supplements and is in addition to the Company's Timekeeping Policy (see section 400 Timekeeping above).

All non-exempt, hourly employees must use the electronic time keeping system provided by the Company to record their time. It is each employee's responsibility to make sure they enter their time accurately in the electronic time keeping system. Employees are required to record the time they start working and stop working at the end of the workday, and the starting and ending times of their meal periods. In addition, if an employee takes time off for personal reasons in the middle of the workday, the employee must record the time out and the time back in. Employees need not record their rest breaks. The electronic time keeping system will calculate the hours worked based on the clock in and out times; the employee will enter the hours worked on their electronic time sheet rounded up to the nearest tenth of an hour.

If employees are unable to enter clock in and clock out times in the electronic time keeping system in real-time, they are required to document these activities during the day and to enter this information into the electronic time keeping system on a daily basis at the end of their shifts.

V. BREAKS & MEAL PERIODS

Rest Breaks. Non-exempt employees who work at least three and one half (3½) hours per workday are authorized and permitted to take one (1) uninterrupted 10-minute paid rest break for every four hours worked, or major fraction thereof. For purposes of this policy, “major fraction” means any time greater than two (2) hours. For example, if a non-exempt employee works more than six (6) hours, but no more than ten (10) hours in a workday, the employee is authorized and permitted to take two (2) separate and uninterrupted 10-minute paid rest breaks: one during the first half of the shift and a second rest break during the second half of the shift. If a non-exempt employee works more than ten (10) hours but no more than fourteen (14) hours in a day, the employee is authorized and permitted to take three (3) separate and uninterrupted 10-minute paid rest breaks, and so on.

Rest breaks should be taken as close to the middle of each four-hour work period or major fraction thereof as is practical. Non-exempt employees do not need to obtain approval from or notify Program Manager when taking a rest break. Non-exempt employees are encouraged to take their rest breaks; they are not expected to and should not perform any work during their rest breaks. Non-exempt employees are paid for all rest break periods. Accordingly, employees do not need to clock out when taking a rest break. Rest breaks may not be combined or added with other rest or meal breaks. Each must be a separate break, meeting the requirements described above. If any work is performed during a rest break, or if the rest break is interrupted for any work-related reason, the employee is entitled to another uninterrupted paid rest break.

The Company also provides cool down rest/recovery periods as needed to prevent heat illness for employees that perform work outdoors as required under applicable state law.
Meal Periods. Employees who work more than five (5) hours in a workday are provided the opportunity to take an unpaid, off-duty, and uninterrupted meal period of at least thirty (30) minutes in duration. Employees are responsible for scheduling their own meal period, but it must start before the employee has completed five hours of work. For example, an employee who begins working at 8 a.m. must begin their meal period before 1:00 p.m. The Company encourages employees to start their meal periods approximately 30 minutes before the fifth hour of work.

Employees who work more than ten (10) hours in a day are entitled to a second unpaid, off-duty and uninterrupted 30-minute meal period. Employees entitled to a second meal period should schedule their second meal period so it begins no later than before the end of their tenth hour of work, meaning the meal period should begin after working no more than 9 hours, 59 minutes.

When scheduling meal periods, employees should try to anticipate their work flow and deadlines. If any work is performed during a meal period, or if the meal period is interrupted for any work-related reason, the employee is entitled to another uninterrupted and unpaid meal period.

During a meal period, employees are relieved of all duties and should not work during this time. When taking a meal period, employees should completely stop working for at least thirty (30) minutes. Employees are prohibited from working “off the clock” during their meal period.

Non-exempt employees must clock out at the start of their unpaid meal period. At the end of any meal period, employees are expected to clock back in and promptly return to work at the end of any meal period. Employees who record their time manually must accurately record their meal periods by recording the beginning and end of each work period. Unless otherwise directed by Manager/Supervisor in writing, approval from or notification to Manager/Supervisor when taking a meal period is not required. Employees are to immediately notify Human Resources and/or their supervisor if they believe that they are prevented by the nature of their work from taking a timely and/or complete meal period.

Meal periods may not be combined or added to other meal periods or rest breaks. Each must be a separate break, meeting the requirements described.

Meal Period Waiver. If no more than six (6) hours of work will complete the day’s work, an employee may voluntarily waive their meal period in writing. See Program Manager to sign and submit a form that waives this right to a meal period (for working no more than six (6) hours in a day). If an employee works no more than twelve (12) hours, the employee can voluntarily waive their second meal period, but only if the first meal period was received and not waived in any manner. Any waiver of the second meal period must be in writing and submitted before the second meal period. See Manager/Supervisor to sign and submit a form that waives this right to a second meal period, as explained above. Employees who work more than twelve (12) hours may not waive, and are expected to take, their second unpaid, off-duty and uninterrupted 30-minute meal period.

General Requirements for Rest Periods and Meal Breaks. All rest breaks and meal periods should be taken outside employees’ work areas to ensure uninterrupted breaks. Employees may leave the premises during rest breaks and meal periods.
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Employees are not expected to remain “on call” nor available to respond to messages, monitor radios, telephones, email or other messaging devices during meal and rest periods -- even those who are in a sensitive position like security or information technology.

If an employee believes that they were not provided a rest break or meal period consistent with this policy, the employee must immediately advise a manager and/or Human Resources.

Summary Chart. Below is a chart that generally summarizes the number of rest breaks and meal periods provided to employees:

<table>
<thead>
<tr>
<th>Hours of Work</th>
<th>Rest Breaks and/or Meal Periods</th>
</tr>
</thead>
</table>
| 0 to 3:29 (less than 3.5) | • No rest break.  
• No meal period. |
| 3.5 up to 5.0 | • One 10-minute paid rest break.  
• No meal period. |
| More than 5 up to 6.0 | • One 10-minute paid rest break.  
• Any 30-minute unpaid meal period (unless first meal period is mutually waived pursuant to this policy). Meal period must start before the end of fifth hour worked (4:59 hrs). |
| More than 6 up to 10.0 | • Two 10-minute paid rest breaks.  
• One 30-minute unpaid meal period. Meal period must start before the end of fifth hour worked (4:59 hrs). |
| More than 10 up to 12.0 | • Three 10-minute paid rest breaks.  
• Two 30-minute unpaid meal periods (unless second meal period is mutually waived pursuant to this policy). One meal period must start before the end of the fifth hour worked (4:59 hrs) and one meal period must start before the end of the tenth hour worked (9:59 hrs). |
| More than 12 up to 14.0 | • Three 10-minute paid rest breaks.  
• Two 30-minute unpaid meal periods (unless second meal period is mutually waived pursuant to this policy). One meal period must start before the end of the fifth hour worked (4:59 hrs) and one meal period must start before the end of the tenth hour worked (9:59 hrs). |
| More than 14.0 | • Consult with Human Resources.  
• In addition to box above, additional 10-minute paid rest breaks for each additional 4 hour work segment (or major fraction thereof).  
• In addition to box above, additional 30-minute unpaid meal period for the next 5 hours worked. |

VI. OVERTIME

When operating requirements or other needs cannot be met during regular working hours, employees will be required to work overtime. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work.

All overtime work must receive prior authorization. Failure to work scheduled overtime or overtime worked without prior authorization from Manager/Supervisor may result in disciplinary action, up to and including
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possible termination of employment.

Non-exempt employees who work overtime, whether authorized or not, will be compensated in accordance with state and federal overtime requirements. Overtime pay is based on actual hours worked. Vacations, holidays, sick days or any leave of absence will not be considered hours worked for purposes of performing overtime calculations.

For non-exempt employees working pursuant to an Alternate Workweek Schedule (AWS), overtime will be paid pursuant to the terms of the AWS.

For non-exempt employees who are not working pursuant to an AWS, overtime will be paid as follows. For all hours worked in excess of eight (8) hours in one day or forty (40) hours in one week, or for the first eight (8) hours on the seventh consecutive day in the same workweek, employees will be paid at one and one-half (1½) times their regular rate of pay. For all hours worked in excess of twelve (12) in any workday or in excess of eight (8) on the seventh consecutive day of the workweek, employees will be paid at double their regular rate of pay.

Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to exempt employees.

VII. Paid Time Off

The Company provides eligible employees with paid time off in the form of annual leave. Despite any general Handbook policy to the contrary, accrued and unused annual leave may be carried over from year to year, but an employee may only accrue up to a maximum of 1.75 times the then-applicable maximum annual accrual. Once an employee reaches this overall accrual cap, no additional time will be accrued until an employee uses some of the already accrued time at which point accrual will continue subject to the annual accrual maximum and overall accrual cap. Accrued and unused annual leave will be paid upon separation of employment.

VIII. Business Expense Reimbursements

The following policy supplements and is in addition to the Company’s Travel Policy (see section 404 Travel Policy above).

Employees residing or working in California will be reimbursed for all reasonable and necessary expenses incurred as a direct consequence of performing their job, including reimbursement for the reasonable cost of cellular telephone usage for business purposes. Employees must submit complete and accurate invoice(s) attaching copies of bills and receipts showing payment in order to obtain reimbursement for necessary expenses to Department Manager or a designee. Partial invoices will not be accepted. Employees must timely submit invoices within 30 days of the date the expense was incurred.

IX. California Paid Sick Leave

Eligibility. Pursuant to the Healthy Workplaces, Healthy Families Act, the Company provides paid sick leave to employees who work for the Company in California for thirty (30) or more days within a year. For employees who work in California who are eligible for sick time per the applicable leave summary and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the per the applicable leave summary and/or
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any other applicable sick time/leave law or ordinance.

**Accrual.** Employees begin accruing paid sick leave at the start of employment. Paid sick leave will accrue at the rate of one (1) hour for every thirty (30) hours worked, up to a maximum accrual of six (6) days or forty-eight (48) hours. Employees who are exempt from overtime pursuant to the executive, administrative, and professional exemptions under California law are assumed to work forty (40) hours in each workweek unless their normal workweek is less than forty (40) hours, in which case paid sick leave accrues based upon that normal workweek. For purposes of this policy, the year is the consecutive 12-month period beginning on January 1\textsuperscript{st} and ending on December 31\textsuperscript{st}.

**Usage.** Employees can use accrued paid sick leave beginning on the 90\textsuperscript{th} day of employment. Paid sick leave must be used in a minimum increment of two (2) hours. An exempt employee may use up to five (5) days or forty (40) hours of paid sick leave in any year. A non-exempt employee may use up to three (3) days or twenty-four (24) hours of paid sick leave in any year.

Paid sick leave may be used for the following reasons:
1) For diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee’s family member; or
2) For an employee who is a victim of domestic violence, sexual assault, or stalking:
   a) To obtain or attempt to obtain a temporary restraining order, restraining order, or other injunctive relief;
   b) To help ensure the health, safety, or welfare of the victim or the victim’s child;
   c) To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;
   d) To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking;
   e) To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; or
   f) To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

For purposes of this policy, “family member” means a child (including biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, all regardless of age or dependency status); spouse; registered domestic partner; parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child); grandparent; grandchild; or a sibling.

Unless the employee advises the Company otherwise, we will assume, subject to applicable law, that employees want to use available paid sick leave for absences for reasons set forth above and employees will be paid for such absences to the extent they have paid sick leave available.

Employees will be notified of their available paid sick leave on each itemized wage statement.

**Notice.** Notice to your Supervisor/Manager may be given orally or in writing. If the need for paid sick leave is foreseeable, the employee must provide reasonable advance notification. If the need for paid sick leave is unforeseeable, the employee must provide notice of the need for the leave as soon as practicable.

**Payment.** Eligible employees will receive payment for paid sick leave at the same wage as the employee normally earns during regular work hours, unless otherwise required by applicable law, by the next regular
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payroll period after the leave was taken. Use of paid sick leave is not considered hours worked for purposes of calculating overtime.

**Carryover & Payout.** Accrued paid sick leave carries over from year to year, but is subject to the maximum accrual (accrual cap) of six (6) days or forty-eight (48) hours. Once the accrual cap is reached, paid sick leave will stop accruing until some paid sick leave is used. Accrued but unused paid sick leave under this policy will not be paid at separation.

**Enforcement & Retaliation.** Retaliation or discrimination against an employee who requests paid sick days or uses paid sick days, or both, is prohibited, and employees may file a complaint with the Labor Commissioner against an employer who retaliates or discriminates against the employee.

If employees have any questions regarding this policy, they should contact Human Resources.

Please refer to the leave summary specific to your contract for additional details.

X. **Berkeley Paid Sick Leave (For Employees also covered under the California Healthy Workplaces, Healthy Families Act)**

**Eligibility.** The Company provides paid sick leave to employees who perform at least two (2) hours of work in the City of Berkeley. For employees who work in Berkeley who are eligible for sick time per the applicable leave summary and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the per the applicable leave summary and/or any other applicable sick time/leave law or ordinance.

**Accrual.** Employees begin accruing paid sick leave at the start of employment. Paid sick leave accrues at the rate of one (1) hour for every thirty (30) hours worked, up to a maximum accrual of seventy-two (72) hours. Employees who are exempt from overtime pursuant to the California executive, administrative, and professional exemptions are assumed to work a 40-hour workweek unless their normal workweek is less than 40 hours, in which case, paid sick leave accrues based upon that regular workweek.

**Usage.** Employees can use accrued paid sick leave on the 90th day of employment. Paid sick leave must be used in a minimum increment of one (1) hour.

Paid sick leave may be used for the following reasons:

1) When an employee is physically or mentally unable to perform the employee’s duties due to illness, injury, pregnancy or a related medical condition;
2) To obtain a professional diagnosis or treatment of the employee’s medical condition or undergo a physical examination;
3) To aid or care for a family member or designated person who is ill, injured, or receiving medical care, treatment, or diagnosis; or
4) Any other reason required by applicable law.

For purposes of this policy, “family member” means child (including a child of a domestic partner and a child of a person standing in loco parentis); parent; legal guardian or ward; sibling; grandparent; grandchild; spouse or registered domestic partner under any state or local law; and any other individual deemed a family member under applicable law. These relationships include not only biological relationships but also relationships resulting from adoption, step-relationships, and foster care relationships. Employees who do not have a spouse or registered domestic partner may designate, in writing and in advance, one person for whom the employee may use paid sick leave when providing aid or care for the person consistent with the
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policy as outlined above. Employees without a spouse or registered domestic partner have up to ten (10) work days following the date on which their first paid hour of sick leave accrues to designate such person. Thereafter, employees will have the opportunity to make such designation or change an existing designation on an annual basis, commencing each anniversary date and extending for a period of ten (10) work days. Human Resources will provide to each employee a form for this purpose.

Unless the employee advises the Company otherwise, we will assume, subject to applicable law, that employees want to use available paid sick leave for absences for reasons set forth above and employees will be paid for such absences to the extent they have paid sick leave available.

Employees will be notified of their available paid sick leave on each itemized wage statement.

Notice & Documentation. Employees are required to provide reasonable notification of an absence taken under this policy. In the case of foreseeable absences, the Company requests reasonable advance notification, and what is reasonable will generally depend on the specific situation. In the case of unforeseeable absences, the employee must provide notice of the need for the leave as soon as practicable. To the maximum extent permitted by applicable law, the Company may request medical documentation for the use of paid sick leave of more than three (3) consecutive work days or twenty-four (24) consecutively scheduled work hours, whichever is greater. The Company may also take reasonable measures to verify that employees’ use of paid sick leave is lawful, to the maximum extent permitted by applicable law.

Payment. Eligible employees will receive payment for paid sick leave at the same rate of pay as the employee normally earns during regular work hours, unless otherwise required by applicable law, by the next regular payroll period after the leave was taken, and in no event will the rate of pay be less than the Berkeley or California minimum wage, whichever is higher. Use of paid sick leave is not considered hours worked for purposes of calculating overtime.

Carryover & Payout. Accrued paid sick leave carries over from year to year, but is subject to the maximum accrual (accrual cap) of seventy-two (72) hours. Once the accrual cap is reached, paid sick leave will stop accruing until some paid sick leave is used. Accrued but unused paid sick leave under this policy will not be paid at separation.

Enforcement & Retaliation. Retaliation or discrimination against an employee who requests paid sick days or uses paid sick days, or both, is prohibited, and employees may file a complaint with the California Labor Commissioner or the City of Berkeley against an employer who retaliates or discriminates against the employee.

If employees have any questions regarding this policy, they should contact Human Resources.

Please refer to the leave summary specific to your contract for additional details.

XI. Emeryville Paid Sick Leave (For Employees Also Covered under the California Healthy Workplaces, Healthy Families Act)

Eligibility. The Company provides paid sick leave to non-exempt employees who perform at least two (2) hours of work in the City of Emeryville. For employees who work in Emeryville who are eligible for sick time per the applicable leave summary and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the per the applicable leave summary and/or any other applicable sick time/leave law or ordinance.
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Accrual. Employees begin accruing paid sick leave at the start of employment. Paid sick leave accrues at the rate of one (1) hour for every thirty (30) hours worked, up to a maximum accrual of seventy-two (72) hours. For purposes of this policy, the year is the consecutive 12-month period beginning on January 1st and ending on December 31st.

Usage. Employees can use accrued paid sick leave beginning on the 90th day of employment. Paid sick leave must be used in a minimum increment of two (2) hours. An employee may use up to seventy-two (72) hours of paid sick leave in any year.

Paid sick leave may be used for the following reasons:

1) For diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee’s family member;

2) For an employee who is a victim of domestic violence, sexual assault, or stalking:
   a) To obtain or attempt to obtain a temporary restraining order, restraining order, or other injunctive relief;
   b) To help ensure the health, safety, or welfare of the victim or the victim’s child;
   c) To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;
   d) To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking;
   e) To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; or
   f) To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation;

3) To aid or care for a guide dog, signal dog, or service dog (as those terms are defined under applicable state law) of an employee or an employee’s family member; or

4) Any other reason required by applicable law.

For purposes of this policy, “family member” means a child (including biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, all regardless of age or dependency status); spouse; registered domestic partner; parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child); grandparent; grandchild; or a sibling); and any other individual deemed a family member under applicable law.

Employees who do not have a spouse or registered domestic partner may designate, in writing and in advance, one person for whom the employee may use paid sick leave when providing aid or care for the person consistent with policy as outlined above. Employees have fourteen (14) calendar days to make this designation. Thereafter, employees will have the opportunity to make such designation or change an existing designation on an annual basis by January 31st of each year, with a window of fourteen (14) calendar days. Human Resources will provide to each employee a form for this purpose.

Unless the employee advises the Company otherwise, we will assume, subject to applicable law, that employees want to use available paid sick leave for absences for reasons set forth above and employees will be paid for such absences to the extent they have paid sick leave available.

Employees will be notified of their available paid sick leave on each itemized wage statement.

Notice. Notice to Manager/Supervisor may be given orally or in writing. If the need for paid sick leave is foreseeable, the employee must provide reasonable advance notification. If the need for paid sick leave is
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unforeseeable, the employee must provide notice of the need for the leave as soon as practicable.

Payment. Eligible employees will receive payment for paid sick leave at the same wage as the employee normally earns during regular work hours, unless otherwise required by applicable law, by the next regular payroll period after the leave was taken. Use of paid sick leave is not considered hours worked for purposes of calculating overtime.

Carryover & Payout. Accrued paid sick leave carries over from year to year, but is subject to the maximum accrual (accrual cap) of seventy-two (72) hours. Once the accrual cap is reached, paid sick leave will stop accruing until some paid sick leave is used. Accrued but unused paid sick leave under this policy will not be paid at separation.

Enforcement & Retaliation. Retaliation or discrimination against an employee who requests paid sick days or uses paid sick days, or both, is prohibited, and employees may file a complaint with the Labor Commissioner against an employer who retaliates or discriminates against the employee.

If employees have any questions regarding this policy, they should contact Human Resources.

Please refer to the leave summary specific to your contract for additional details.

XII. Los Angeles Paid Sick Leave (For NON-EXEMPT Employees also covered under the California Healthy Workplaces, Healthy Families Act)

Eligibility. The Company provides paid sick leave to eligible non-exempt employees who work in the City of Los Angeles for the Company for 30 days or more within a year from the commencement of employment and who, in a particular week, perform at least two (2) hours of work per week for the Company in the City of Los Angeles. For employees who work in the City of Los Angeles who are eligible for paid sick time per the applicable leave summary and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the per the applicable leave summary and/or any other applicable sick time/leave law or ordinance.

Accrual. Eligible employees begin accruing paid sick leave at the start of employment. Paid sick leave accrues at the rate of one (1) hour for every thirty (30) hours worked, up to a maximum accrual of seventy-two (72) hours. For purposes of this policy, the year is the consecutive 12-month period beginning on January 1st and ending on December 31st.

Usage. Employees can use accrued paid sick leave on the 90th day of employment. Paid sick leave must be used in a minimum increment of two (2) hours. Employees cannot use more than forty-eight (48) hours of paid sick leave per year.

Paid sick leave may be used for the following reasons:
1) For diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee’s family member; or
2) For an employee who is a victim of domestic violence, sexual assault, or stalking:
   a) To obtain or attempt to obtain a temporary restraining order, restraining order, or other injunctive relief;
   b) To help ensure the health, safety, or welfare of the victim or the victim’s child;
   c) To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;
   d) To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking;
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3) Any other reason required by applicable law.

For purposes of this policy, “family member” means a child (including biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, all regardless of age or dependency status); spouse; registered domestic partner; parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child); grandparent; grandchild; sibling; or any individual related by blood or affinity whose close association with the employee is equivalent of a family relationship.

Unless the employee advises the Company otherwise, we will assume, subject to applicable law, that employees want to use available paid sick leave for absences for reasons set forth above and employees will be paid for such absences to the extent they have paid sick leave available.

Employees will be notified of their available paid sick leave on each itemized wage statement.

Notice & Documentation. Notice to Manager/Supervisor may be given orally or in writing. If the need for paid sick leave is foreseeable, the employee must provide reasonable advance notification. If the need for paid sick leave is unforeseeable, the employee must provide notice of the need for the leave as soon as practicable. To the maximum extent permitted by applicable law, the Company may require an employee to provide reasonable documentation of an absence from work of more than three (3) consecutive days for which paid sick leave is or will be used.

Payment. Eligible employees will receive payment for paid sick leave at the same rate of pay as the employee normally earns during regular work hours, by the next regular payroll period after the leave was taken, and in no event will the rate of pay be less than the Los Angeles or California minimum wage, whichever is higher. Use of paid sick leave is not considered hours worked for purposes of calculating overtime.

Carryover & Payout. Accrued, unused paid sick leave carries over from year to year, but is subject to the maximum accrual (accrual cap) of seventy-two (72) hours. Once the accrual cap is reached, paid sick leave will stop accruing until some paid sick leave is used. Accrued, unused paid sick leave under this policy will not be paid at separation.

Enforcement & Retaliation. Retaliation or discrimination against an employee who requests paid sick leave or uses paid sick leave, or both, is prohibited, and employees may file a complaint with the California Labor Commissioner or the appropriate City designated administrative agency against an employer who retaliates or discriminates against the employee.

If employees have any questions regarding this policy, they should contact Human Resources.

Please refer to the leave summary specific to your contract for additional details.

XIII. Oakland Paid Sick Leave (For Employees also covered under the California Healthy Workplaces,
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Healthy Families Act)

**Eligibility.** The Company provides paid sick leave to employees who perform at least two (2) hours of work in the City of Oakland. For employees who work in Oakland who are eligible for sick time per the applicable leave summary and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the per the applicable leave summary and/or any other applicable sick time/leave law or ordinance.

**Accrual.** Employees begin accruing paid sick leave at the start of employment. Paid sick leave accrues at the rate of one (1) hour for every thirty (30) hours worked, up to a maximum accrual of seventy-two (72) hours. Employees who are exempt from overtime pursuant to the California executive, administrative, and professional exemptions are assumed to work a 40-hour workweek unless their normal workweek is less than 40 hours, in which case, paid sick leave accrues based upon that regular workweek.

**Usage.** Employees can use accrued paid sick leave on the 90th day of employment. Paid sick leave must be used in a minimum increment of one (1) hour.

Paid sick leave may be used for the following reasons:

1. When an employee is physically or mentally unable to perform the employee’s duties due to illness, injury, pregnancy or a related medical condition;
2. To obtain a professional diagnosis or treatment of the employee’s medical condition or undergo a physical examination;
3. To aid or care for a family member or designated person who is ill, injured, or receiving medical care, treatment, or diagnosis;
4. For an employee who is a victim of domestic violence, sexual assault, or stalking:
   a) To obtain or attempt to obtain a temporary restraining order, restraining order, or other injunctive relief;
   b) To help ensure the health, safety, or welfare of the victim or the victim’s child;
   c) To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;
   d) To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking;
   e) To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking;
   f) To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation;
5. Any other reason required by applicable law.

For purposes of this policy, “family member” means child (including a child of a domestic partner and a child of a person standing in loco parentis); parent; legal guardian or ward; sibling; grandparent; grandchild; spouse or registered domestic partner under any state or local law; and any other individual deemed a family member under applicable law. These relationships include not only biological relationships but also relationships resulting from adoption, step-relationships, and foster care relationships. Employees who do not have a spouse or registered domestic partner may designate, in writing and in advance, one person for whom the employee may use paid sick leave when providing aid or care for the person consistent with the policy as outlined above. Employees without a spouse or registered domestic partner have up to ten (10) work days following the date on which their first paid hour of sick leave accrues to designate such person. Thereafter, employees will have the opportunity to make such designation or change an existing designation on an annual basis, commencing each anniversary date and extending for a period of ten (10) work days. Human Resources will provide to each employee a form for this purpose.
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Unless the employee advises the Company otherwise, we will assume, subject to applicable law, that employees want to use available paid sick leave for absences for reasons set forth above and employees will be paid for such absences to the extent they have paid sick leave available.

Employees will be notified of their available paid sick leave on each itemized wage statement.

Notice & Documentation. Employees are required to provide reasonable notification of an absence taken under this policy, such as by contacting Manager/Supervisor by phone or email. In the case of foreseeable absences, the Company requests reasonable advance notification, and what is reasonable will generally depend on the specific situation. In the case of unforeseeable absences, the Company generally requests advanced notification of at least two (2) hours prior to the start of an employee’s shift or, if such notice is not possible, as soon as practicable. To the maximum extent permitted by applicable law, the Company may request medical documentation for the use of paid sick leave of more than three (3) consecutive work days or twenty-four (24) consecutively scheduled work hours, whichever is greater. The Company may also take reasonable measures to verify that employees’ use of paid sick leave is lawful, to the maximum extent permitted by applicable law.

Payment. Eligible employees will receive payment for paid sick leave, at the same rate of pay as the employee normally earns during regular work hours, unless otherwise required by applicable law, by the next regular payroll period after the leave was taken, and in no event will the rate of pay be less than the Oakland or California minimum wage, whichever is higher. Use of paid sick leave is not considered hours worked for purposes of calculating overtime.

Carryover & Payout. Accrued paid sick leave carries over from year to year, but is subject to the maximum accrual (accrual cap) of seventy-two (72) hours. Once the accrual cap is reached, paid sick leave will stop accruing until some paid sick leave is used. Accrued but unused paid sick leave under this policy will not be paid at separation.

Enforcement & Retaliation. Retaliation or discrimination against an employee who requests paid sick days or uses paid sick days, or both, is prohibited, and employees may file a complaint with the California Labor Commissioner or the City of Oakland against an employer who retaliates or discriminates against the employee.

If employees have any questions regarding this policy, they should contact Human Resources.

Please refer to the leave summary specific to your contract for additional details.

XIV. San Diego Earned Sick Leave (For NON-EXEMPT Employees also covered under the California Healthy Workplaces, Healthy Families Act)

Eligibility. The Company provides earned sick leave to eligible non-exempt employees who, in one or more calendar weeks of the year, perform at least two (2) hours of work for the Company in the City of San Diego. For employees who work in San Diego who are eligible for sick time per the applicable leave summary and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the per the applicable leave summary and/or any other applicable sick time/leave law or ordinance.

Accrual. Employees begin accruing earned sick leave at the start of employment. Earned sick leave accrues at the rate of one (1) hour for every thirty (30) hours worked, subject to a maximum accrual of eighty (80) hours. For purposes of this policy, the year is the consecutive 12-month period beginning on January 1st and ending on December 31st.
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**Usage.** Employees can use accrued earned sick leave on the 90th calendar day of employment. Earned sick leave must be used in a minimum increment of two (2) hours. Employees cannot use more than forty (40) hours of earned sick leave in any year.

Earned sick leave may be used for the following reasons:

9) When an employee is physically or mentally unable to perform the employee’s duties due to illness, injury, pregnancy, or another medical condition;

10) To obtain a physical examination or a professional diagnosis or treatment of the employee’s medical condition;

11) To aid, assist, or care for a family member with an illness, injury, or medical condition, including assistance in obtaining professional diagnosis or treatment of a medical condition;

12) For time away from work that is necessary due to domestic violence, sexual assault, or stalking, provided the time is used to allow the employee to obtain for the employee or the employee’s family member one or more of the following:
   a. Medical attention needed to recover from physical or psychological injury or disability caused by domestic violence, sexual assault, or stalking;
   b. Services from a victim services organization;
   c. Psychological or other counseling;
   d. Relocation due to the domestic violence, sexual assault, or stalking; or
   e. Legal services, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence, sexual assault, or stalking.

5) The employee’s place of business is closed by order of a public official due to a public health emergency, or the employee is providing care or assistance to a child, whose school or child care provider is closed by order of a public official due to a public health emergency.

6) Any other reason required by applicable law.

For purposes of this policy, “family member” means a child (a biological, adopted, or foster child; a stepchild; a legal ward; a child of a domestic partner; or a child of an employee standing in loco parentis); spouse (a person to whom an employee is legally married under the laws of the State of California, or the employee’s domestic partner); parent (a biological, foster, or adoptive parent; a step-parent; a legal guardian; or a person who stood in loco parentis when the employee was a minor child); grandparent; grandchild; sibling (a brother or sister, whether related through half blood, whole blood, or adoption, or one who is a step-sibling); or the child or parent of a spouse.

Unless the employee advises the Company otherwise, we will assume, subject to applicable law, that employees want to use available earned sick leave for absences for reasons set forth above and employees will be paid for such absences to the extent they have earned sick leave available.

Employees will be notified of their available earned sick leave on each itemized wage statement.

**Notice & Documentation.** Employees are required to provide reasonable notification of an absence taken under this policy. In the case of foreseeable absences, the Company requires reasonable advance notification — of up to seven (7) days — of the employee’s intention to use earned sick leave. In the case of unforeseeable absences, the Company requires notice of the need to use earned sick leave as soon as practicable. To the maximum extent permitted by applicable law, the Company may request documentation for the use of earned sick leave of more than three (3) consecutive work days or twenty-four (24) consecutively scheduled work hours, whichever is greater. Acceptable documentation includes documentation signed by a licensed health care provider indicating the need for the amount of earned sick leave taken.

**Payment.** Eligible employees will receive payment for earned sick leave, at the same rate of pay as the
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employee normally earns during regular work hours, by the next regular payroll period after the leave was taken, and in no event will the rate of pay be less than the San Diego or California minimum wage, whichever is higher. Use of earned sick leave is not considered hours worked for purposes of calculating overtime.

**Carryover & Payout.** Accrued, unused earned sick leave carries over from year to year, but is subject to the maximum accrual (accrual cap) of eighty (80) hours. Once the accrual cap is reached, earned sick leave will stop accruing until some is used. Accrued, unused earned sick leave under this policy will not be paid at separation.

**Enforcement & Retaliation.** Retaliation or discrimination against an employee who requests earned sick days or uses earned sick days, or both, is prohibited, and employees may file a complaint with the California Labor Commissioner or the San Diego Enforcement Office or a court of competent jurisdiction against an employer who retaliates or discriminates against the employee.

If employees have any questions regarding this policy, they should contact Human Resources.

Please refer to the leave summary specific to your contract for additional details.

**XV. San Francisco Paid Sick Leave (For Employees Also Covered under the California Healthy Workplaces, Healthy Families Act)**

**Eligibility.** The Company provides paid sick leave to employees who perform 56 or more hours of work within a calendar year in the City and County of San Francisco. For employees who work in the City and County of San Francisco who are eligible for sick time per the applicable leave summary and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the per the applicable leave summary and/or any other applicable sick time/leave law or ordinance.

**Accrual.** Employees begin accruing paid sick leave at the start of employment. Paid sick leave accrues at the rate of one (1) hour for every thirty (30) hours worked, up to a maximum accrual of seventy-two (72) hours. Employees who are exempt from overtime pursuant to the California executive, administrative, and professional exemptions are assumed to work a 40-hour workweek unless their regular workweek is less than forty (40) hours, in which case, paid sick leave accrues based upon that regular workweek.

**Usage.** Employees can use accrued paid sick leave beginning on the 90th day of employment. Paid sick leave must be used in a minimum increment of one (1) hour.

Paid sick leave may be used for the following reasons:

1) For the employee or a family member to receive preventative care (such as annual physicals or flu shots);
2) For the employee’s or a family member’s illness, injury, or for medical care, treatment, or diagnosis;
3) For the employee, who is a victim of domestic violence, sexual assault, or stalking:
   a) To obtain or attempt to obtain a temporary restraining order, restraining order, or other injunctive relief;
   b) To help ensure the health, safety, or welfare of the victim or the victim’s child;
   c) To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;
   d) To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking;
   e) To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; or
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f) To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

4) For purposes related to donating the employee’s bone marrow or an organ of the employee to another purpose, or to care for or assist a family member donating bone marrow or an organ; or

5) Any other reason required by applicable law.

For purposes of this policy, “family member” includes any of the following: parent, child (including a biological child, a registered domestic partner’s child, and a child of a person standing in loco parentis), spouse or registered domestic partner, grandparent, grandchild, sibling, and any other individual deemed a family member under applicable law. It applies not only to biological relationships, but also applies to those resulting from adoption, step-relationships and foster care relationships. Employees who do not have a spouse or registered domestic partner may designate, in writing and in advance, one person for whom the employee may use paid sick leave when providing aid or care for the person consistent with policy as outlined above. Employees without a spouse or registered domestic partner have up to ten (10) work days following their hire date to designate such person. Thereafter, employees will have the opportunity to make such designation or change an existing designation on an annual basis, commencing each anniversary date and extending for a period of ten (10) work days. Human Resources will provide to each employee a form for this purpose.

Unless the employee advises the Company otherwise, we will assume, subject to applicable law, that employees want to use available paid sick leave for absences for reasons set forth above and employees will be paid for such absences to the extent they have paid sick leave available.

Employees will be notified of their available paid sick leave on each itemized wage statement.

Notice & Documentation. Notice may be given orally or in writing. If the need for paid sick leave is foreseeable, the employee must provide reasonable advance notification. In most cases, “reasonable” generally means notifying Manager/Supervisor at least one (1) week in advance of the foreseeable absence. If the need for paid sick leave is unforeseeable, the employee must provide notice as soon as practicable. In most cases, “as soon as practicable” generally means notifying Manager/Supervisor at least two (2) hours prior to the start of a work shift, if possible. In cases of accidents or sudden illnesses when an employee is not able to provide such notice under the circumstances, notice should be provided as soon as possible.

To the maximum extent permitted by applicable law, an employee who is absent from work on paid sick leave for more than three (3) consecutive work days or twenty-four (24) consecutively scheduled work hours, whichever is greater, must present a certificate from the employee’s medical practitioner stating the leave was necessitated by an illness or injury, releasing the employee’s return to work, and setting forth any restrictions or limitations on the ability to perform the job. Similarly, when an employee uses paid sick leave for more than three (3) consecutive work days or twenty-four (24) consecutively scheduled work hours, whichever is greater, to care for a family member must also present a certificate from that person’s medical practitioner stating leave was necessitated by that person’s illness.

Payment. Eligible employees will receive payment for paid sick leave at the same rate of pay as the employee normally earns during regular work hours by the next regular payroll period after the leave was taken unless otherwise required by applicable law, and in no event will the rate of pay be less than the San Francisco or California minimum wage, whichever is higher. Use of paid sick leave is not considered hours worked for purposes of calculating overtime.

Carryover & Payout. Accrued paid sick leave carries over from year to year, but is subject to the maximum
accrual (accrual cap) of seventy-two (72) hours. Once the accrual cap is reached, paid sick leave will stop accruing until some paid sick leave is used. Accrued but unused paid sick leave under this policy will not be paid at separation.

**Enforcement & Retaliation.** The Company prohibits discrimination and retaliation against employees who assert their rights to receive and use paid sick leave under this policy, file a complaint or allege a violation of their rights with respect to paid sick leave, cooperate in an investigation or prosecution, or oppose a policy of practice prohibited by applicable state or local law. Employees may file a complaint with the California Labor Commissioner or the San Francisco Office of Labor Standards Enforcement.

Questions regarding this policy may be directed to Human Resources.

Please refer to the leave summary specific to your contract for additional details.

**XVI. Santa Monica Paid Sick Leave (For NON-EXEMPT Employees also covered under the California Healthy Workplaces, Healthy Families Act)**

**Eligibility.** The Company provides paid sick leave to eligible non-exempt employees who, in a particular week, perform at least two (2) hours of work per week for the Company in the City of Santa Monica. For employees who work in the City of Santa Monica who are eligible for paid sick time per the applicable leave summary and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the per the applicable leave summary and/or any other applicable sick time/leave law or ordinance.

**Accrual.** Eligible employees begin accruing paid sick leave at the start of employment. Paid sick leave accrues at the rate of one (1) hour for every thirty (30) hours worked, up to a maximum accrual of 6 days/48 hours. For purposes of this policy, the year is the consecutive 12-month period beginning on January 1st and ending on December 31st.

**Usage.** Employees can use accrued paid sick leave on the 90th day of employment. Paid sick leave must be used in a minimum increment of two (2) hours.

Paid sick leave may be used for the following reasons:

3) For diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee’s family member; or

4) For an employee who is a victim of domestic violence, sexual assault, or stalking:
   - g) To obtain or attempt to obtain a temporary restraining order, restraining order, or other injunctive relief;
   - h) To help ensure the health, safety, or welfare of the victim or the victim’s child;
   - i) To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;
   - j) To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking;
   - k) To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; or
   - l) To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

For purposes of this policy, “family member” means a child (including biological, adopted, or foster child,
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stepchild, legal ward, or a child to whom the employee stands in loco parentis, all regardless of age or dependency status); spouse; registered domestic partner; parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child); grandparent; grandchild; or a sibling.

Unless the employee advises the Company otherwise, we will assume, subject to applicable law, that employees want to use available paid sick leave for absences for reasons set forth above and employees will be paid for such absences to the extent they have paid sick leave available.

Employees will be notified of their available paid sick leave on each itemized wage statement.

Notice & Documentation. Notice to Manager/Supervisor may be given orally or in writing. If the need for paid sick leave is foreseeable, the employee must provide reasonable advance notification. If the need for paid sick leave is unforeseeable, the employee must provide notice of the need for the leave as soon as practicable. To the maximum extent permitted by applicable law, the Company may require an employee to provide reasonable documentation of an absence from work for which paid sick leave was used for more than three (3) consecutive days or 24 consecutively-scheduled work hours, whichever is greater.

Payment. Eligible employees will receive payment for paid sick leave, at the same rate of pay as the employee normally earns during regular work hours, by the next regular payroll period after the leave was taken, and in no event will the rate of pay be less than the Santa Monica or California minimum wage, whichever is higher. Use of paid sick leave is not considered hours worked for purposes of calculating overtime.

Carryover & Payout. Accrued, unused paid sick leave carries over from year to year, but is subject to the maximum accrual (accrual cap) of 6 days/48 hours. Once the accrual cap is reached, paid sick leave will stop accruing until some paid sick leave is used. Accrued, unused paid sick leave under this policy will not be paid at separation.

Enforcement & Retaliation. Retaliation or discrimination against an employee who requests paid sick leave or uses paid sick leave, or both, is prohibited, and employees may file a complaint with the California Labor Commissioner or the appropriate City designated administrative agency against an employer who retaliates or discriminates against the employee.

If employees have any questions regarding this policy, they should contact Human Resources.

Please refer to the leave summary specific to your contract for additional details.

XVII. PAID FAMILY LEAVE BENEFITS

An employee who is off work to care for a child, spouse, parent, registered domestic partner, grandparent, grandchild, sibling, or parent-in-law with a serious health condition, or to bond with a new child, may be eligible to receive benefits through the California “Paid Family Leave” (“PFL”) program, which is administered by the Employment Development Department (“EDD”).

These benefits are financed solely through employee contributions to the PFL program. That program is solely responsible for determining if an employee is eligible for such benefits.

Employees who need to take time off work to care for a child, spouse, parent, registered domestic partner, grandparent, grandchild, sibling, or parent-in-law with a serious health condition or to bond with a new child
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may contact their Human Resources Manager for information about the EDD’s PFL program and how to apply for benefits. Employees also may contact their local EDD office for further information. Employees should maintain regular contact with Human Resources while absent from work so we may monitor employees’ return-to-work status. In addition, employees should contact Human Resources Manager when ready to return to work so we may determine what positions, if any, are open.

When an employee applies for PFL benefits, Human Resources will determine if the employee has any accrued but unused paid time off, other than sick time, available. If the employee has accrued but unused paid time off, other than sick time, available, then the employee will be required to use up to two (2) weeks of such time before becoming eligible for PFL benefits.

Employees taking time off work to care for a child, spouse, parent, registered domestic partner, grandparent, grandchild, sibling, or parent-in-law with a serious health condition or to bond with a new child are not guaranteed job reinstatement unless they qualify for such reinstatement under federal or California family and medical leave laws. Any time off for Paid Family Leave purposes will run concurrently with other leaves of absence, such as Family and Medical Leave/California Family Rights Act Leave or California New Parent Leave, if applicable. Please see the “Family and Medical Leave/California Family Rights Act” and “California New Parent Leave” policies for eligibility requirements.

XVIII. SAN FRANCISCO PAID PARENTAL LEAVE BENEFITS

In accordance with the San Francisco Paid Parental Leave Ordinance, the Company provides partial wage replacement benefits (“Supplemental Compensation”) to eligible employees who are on an approved leave of absence to bond with a new child through birth, adoption, or foster care placement. Eligible employees may receive up to six (6) weeks (up to eight (8) weeks effective July 1, 2020) of Supplemental Compensation in a 12-month period.

Eligible Employees. To be eligible to receive benefits under this policy, an employee must meet all of the following criteria:

1) Be absent from work due to an approved leave of absence for the purpose of bonding with a new child during the first year after birth of the child or placement of the child with the employee through foster care or adoption;
2) Have worked at least 180 calendar days for the Company before beginning any parental leave;
3) Perform at least eight (8) hours of work per week for the Company within the geographic boundaries of the City and County of San Francisco;
4) Perform at least 40% of their total weekly hours within the geographic boundaries of the City and County of San Francisco;
5) Be receiving wage replacement benefits from the State of California’s Paid Family Leave (“PFL”) program for the purpose of bonding with a new child;
6) Agree to allow the Company to deduct up to two weeks of accrued PTO from the employee’s leave bank to offset the cost of any Supplemental Compensation benefits as allowed under the ordinance; and
7) Comply with the procedures for requesting Supplemental Compensation benefits described below.

Employees who do not meet all of the above criteria are not eligible to receive Supplemental Compensation under this policy, but may still be eligible for benefits in accordance with the State of California PFL program.

Supplemental Compensation Benefit. The weekly Supplemental Compensation benefit is calculated based on an employee’s wages and will be calculated in accordance with the San Francisco Paid Parental Leave Ordinance. Unless otherwise provided by law, an employee’s weekly Supplemental Compensation benefit will be equal to the difference between the weekly benefit received by the employee from the State
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of California PFL program and the weekly wage associated with that PFL benefit amount. Supplemental Compensation is only available during the period the employee is eligible for and is receiving weekly PFL benefits for the purpose of bonding with a new child. Employees can receive up to six (6) weeks (up to eight (8) weeks effective July 1, 2020) of Supplemental Compensation benefits.

Procedure for Receiving Supplemental Compensation. In order to receive Supplemental Compensation, an employee must comply with the following procedures:

1) Send an email to hralllocations@alutiiq.com stating that the employee understands and agrees that up to two (2) weeks of PTO will be deducted from the employee’s leave bank to offset the Company’s costs in providing Supplemental Compensation, except that the employee will be allowed to maintain a balance of at least 72 hours of PTO after any deduction.

2) Provide the Company with a copy of the employee’s Notice of Computation of California Paid Family Leave Benefits (“Notice”) from California’s Employment Development Department (EDD) and provide EDD with permission to share the employee’s California PFL weekly benefit amount with the Company;

3) Complete and sign the San Francisco Paid Parental Leave Employee Form (“PPL Form”). The Notice and PPL Form must be submitted within a reasonable time following the Covered Employee’s receipt of the Notice from EDD;

4) Notify the Company in writing when the employee receives the first payment from EDD; and

5) Submit a copy of the Notice of Payment from EDD to confirm the Covered Employee’s receipt of PFL benefits.

Employees who do not fully comply with this procedure may be denied Supplemental Compensation benefits, or receipt of these benefits may be delayed. If an employee completes the above procedures for receiving Supplemental Compensation prior to or during the period in which the employee is also receiving PFL benefits, the Company will make a good faith effort to make the first Supplemental Compensation benefit payment on the payday associated with the next full pay period following an employee’s satisfaction of the above procedures. If an employee completes the above procedures after the period in which the employee received PFL benefits has been completed, the employee will receive the total Supplemental Compensation no later than thirty (30) days after satisfaction of the above procedures.

Employees may be required to reimburse the Company for any Supplemental Compensation benefits provided under this policy if they: (1) do not return to work from a leave of absence during which they received Supplemental Compensation benefits, or (2) voluntarily resign from employment within ninety (90) days of the end of any leave during which they received Supplemental Compensation benefits.

Employees with questions regarding this benefit can contact Human Resources.

XIX. San Francisco Mass Transit Commuter Benefits

All employees who work ten (10) or more hours a week within the City and County of San Francisco are eligible to receive mass transit commuter benefits. To provide these benefits, the Company has elected to provide a public transit pass or reimbursement for the equivalent for public accommodation at least equal to the value of a MUNI Fast Pass.

Please contact Human Resources for further information about the program or to sign up for benefits.

XX. SCHOOL-RELATED ACTIVITIES LEAVE

Parents (including in loco parentis), guardians, step-parents, foster parents, or grandparents with custody of a child either (1) attending or of age to attend a licensed child care provider or (2) in kindergarten through
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Grade 12, are provided unpaid time off of up to forty (40) hours in one (1) calendar year) for the purpose of either of the following child-related activities:

1) To find, enroll, or reenroll the child in a school or with a licensed child care provider, or to participate in activities of the school or licensed child care provider of the child.

2) To address a child care provider or school emergency, meaning that the child cannot remain in school or with a child care provider due to one of the following:
   a. The school or child care provider has requested that the child be picked up, or has an attendance policy, excluding planned holidays, that prohibits the child from attending or requires the child to be picked up from the school or child care provider;
   b. Behavioral or discipline problems;
   c. Closure or unexpected unavailability of the school or child care provider, excluding planned holidays; or
   d. A natural disaster, including, but not limited to, fire, earthquake, or flood.

The amount of time off for reason #1 cannot exceed eight (8) hours in any calendar month of the year. Prior to taking leave for reason #1 above, an employee must provide reasonable notice of the planned absence to their Manager/Supervisor. The employee must give notice to their Manager/Supervisor when taking leave for reason #2 above.

If more than one parent of a child is employed by the Company at the same worksite, leave for the reasons above apply, at any one time, only to the parent who first gives notice to the Company, such that another parent may take a planned absence simultaneously as to that same child for the reasons above, but only if the employee obtains approval from their Manager/Supervisor for the requested time off.

We may require documentation of employees’ participation in these activities. Parents, guardians, or grandparents with custody of schoolchildren who have been suspended also are allowed to take unpaid time off to appear at the school pursuant to the school’s request. Employees must substitute accrued paid time off during unpaid leave taken under this policy, but this substitution does not extend the length of the leave.

XXI. LEAVE FOR DOMESTIC VIOLENCE, SEXUAL ASSAULT, OR STALKING

Victims of domestic violence, sexual assault, or stalking may take up to twelve (12) weeks of unpaid time off in any 12-month period to obtain help from a court; seek medical attention; obtain services from an appropriate shelter, program, or crisis center; obtain psychological counseling; or participate in safety planning, such as permanent or temporary relocation. We may require proof of an employee's participation in these activities. Whenever possible, employees must provide Manager/Supervisor reasonable notice before taking any time off under this policy. Leave under this policy is unpaid, but employees may substitute any accrued paid time off benefits for the unpaid leave provided under this policy. Leave under this policy does not extend the time allowable under the “Family and Medical Leave Act” Policy. No employee will be subject to discrimination or retaliation because of the employee’s status as a victim of domestic violence, sexual assault, or stalking. Victims of domestic violence, sexual assault, or stalking may also request other accommodations in the workplace such as implementation of safety measures.

XXII. PREGNANCY DISABILITY LEAVE

Employees who are disabled by pregnancy, childbirth or related medical conditions are eligible to take a pregnancy disability leave (“PDL”). If affected by pregnancy or a related medical condition, employees also are eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if such a transfer is medically advisable and can be reasonably accommodated. Employees disabled by qualifying conditions may also be entitled to other reasonable accommodations where doing so is medically
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necessary. In addition, if it is medically advisable to take intermittent leave or work a reduced leave schedule, the Company may require a temporary transfer to an alternative position with equivalent pay and benefits that can better accommodate recurring periods of leave.

Reasons for Leave. PDL is for any period(s) of actual disability caused by the employee’s pregnancy, childbirth, or related medical condition. Time off needed for prenatal or postnatal care; severe morning sickness; doctor-ordered bed rest; gestational diabetes; pregnancy-induced hypertension; preeclampsia; childbirth; postpartum depression; loss or end of pregnancy; or recovery from childbirth or loss or end of pregnancy are all covered by this PDL policy.

Duration of Leave. An employee is entitled to up to four (4) months of PDL, per pregnancy, while disabled by pregnancy, childbirth or a related medical condition. PDL does not need to be taken in one continuous period of time, but can be taken on an intermittent basis pursuant to the law. For purposes of this policy, “four months” means time off for the number of days the employee would normally work within the four calendar months (one-third of a year, or 17.3 weeks or 122 days) following the commencement date of taking a pregnancy disability leave. For a full-time employee who works five (5) 8-hour days per week (forty hours per week), “four months” means 88 working and/or paid 8-hour days (693 hours of leave entitlement), based on an average of 22 working days per month for 17.3 weeks in four months times forty hours per week. Employees working a part-time schedule will have their PDL calculated on a pro-rata basis.

Employee Notice Requirements. To receive a reasonable accommodation, obtain a transfer, or take a PDL, employees must provide sufficient notice so the Company can make appropriate plans – thirty (30) days’ advance notice if the need for the reasonable accommodation, transfer or PDL is foreseeable, or as soon as practicable if the need is an emergency or unforeseeable.

Medical Certification. Employees are required to obtain a certification from their health care provider regarding their need for PDL or the medical advisability of an accommodation or a transfer. The certification should include:

1) a description of the requested reasonable accommodation or transfer;
2) a statement describing the medical advisability of the reasonable accommodation or transfer because of pregnancy; and
3) the date on which the need for reasonable accommodation or transfer became or will become medically advisable and the estimated duration of the reasonable accommodation or transfer.

A medical certification indicating disability necessitating a leave is sufficient if it contains:

1) a statement that the employee needs to take pregnancy disability leave because she is disabled by pregnancy, childbirth or a related medical condition;
2) the date on which the employee became disabled because of pregnancy; and
3) the estimated duration of the leave.

Upon request, Human Resources will provide a medical certification form that can be taken to a health care professional. As a condition of returning from PDL, employees must obtain a release to return to work from a health care provider stating that they are able to resume their original job duties with or without a reasonable accommodation.

Leave is Unpaid. PDL is unpaid by the Company, but employees may use any accrued paid time off as part of PDL before taking the remainder of leave on an unpaid basis. We require, however, the use of any available sick time during PDL. The use of any paid leave will not extend the duration of PDL. We encourage employees to contact the EDD regarding eligibility for state disability insurance for the unpaid portion of leave.
**Leave Concurrent with Family and Medical Leave.** For employees who are eligible for leave under the federal Family and Medical Leave Act, PDL will also be designated as time off under the Family and Medical Leave Act. Please refer to the “Family and Medical Leave” policy in this Handbook for additional information.

**Continuation of Health Insurance Benefits.** Employees who participate in the Company’s group health insurance plan will continue to participate in the plan while on PDL under the same terms and conditions as if they were working. Employees should make arrangements with Human Resources for payment of their share of the insurance premiums.

**Return to Work.** Employees who do not return to work on the originally scheduled return date or request in advance an extension of the agreed upon leave with appropriate medical documentation may be deemed to have voluntarily terminated employment with the Company. Failure to notify the Company of (1) the ability to return to work when it occurs or (2) continued absence from work because leave must extend beyond the maximum time allowed may be deemed a voluntary termination of employment with the Company, unless you are entitled to Family and Medical Leave or other leave pursuant to applicable law. Upon returning from PDL, employees will be reinstated to their same position, in most instances.

Taking PDL may impact certain of your benefits and your seniority date. For more information regarding eligibility for a leave and the impact of the leave on seniority and benefits, please contact Human Resources.

**Request for Additional Time Off.** Any request for leave after a disability has ended will be treated as a request for Family and Medical Leave under the California Family Rights Act and/or the federal Family and Medical Leave Act, if eligible for such leave. Please refer to the “Family and Medical Leave” policy in this Handbook for additional information. Employees who are not eligible for leave under the CFRA and/or FMLA will have a request for additional leave treated as a request for disability accommodation.

**XXIII. CALIFORNIA FAMILY RIGHTS ACT (ADDENDUM TO FMLA POLICY)**

Like the Family and Medical Leave Act ("FMLA") Policy described elsewhere in this Handbook, the California Family Rights Act of 1993 ("CFRA") may require employers to provide family and medical leaves of absence to eligible employees. Either or both of these laws may apply to a leave. Additionally, employees who are CFRA-eligible have certain rights to take both a pregnancy disability leave ("PDL") and CFRA leave for the birth of a child. There are some differences between FMLA, CFRA, and PDL, and this Policy Addendum explains how such leaves are administered for California employees. Where more than one of the laws applies, leave taken may be counted under more than one law at the same time, to the extent permitted by the applicable law(s). For example, where pregnancy disability leave is also FMLA-qualifying, the leave will count against both FMLA and PDL entitlements. However, PDL is separate from and does not count against an employee’s CFRA leave entitlement.

This policy will be interpreted to comply with the law(s) that apply to a particular leave. If employees have any questions concerning CFRA leave, they should contact Human Resources.

**Eligibility.** Under the CFRA, employees may have a right to an unpaid family care or medical leave (CFRA leave) if they:

1) Have worked for the Company for a total of at least twelve (12) months at any time prior to the commencement of a CFRA leave;
2) Worked for the Company for at least 1,250 hours in the 12-month period before the date they want to begin CFRA leave, to the extent permitted by applicable law; and
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3) Work at a location in which the employer has at least fifty (50) employees within a 75 miles radius of the employee’s work site.

An employee who is not eligible for CFRA leave at the start of a leave because the employee has not met the 12-month length of service requirement can meet this requirement while on leave because leave to which the employee is otherwise entitled counts toward length of service requirement (but not the 1,250 hours requirement).

**Basic Family and Medical Leave Entitlement.** FMLA provides eligible employees up to twelve (12) workweeks of unpaid leave for certain family and medical reasons during a 12-month period. CFRA leave may be up to twelve (12) workweeks in a 12-month period, and can be used for the birth, adoption, or foster care placement of a child; or the employee’s own serious health condition (except that leave for an employee’s disability due to pregnancy, childbirth or related medical condition does not count toward CFRA entitlement) or that of a child, parent, or spouse (including a registered domestic partner, except that leave to care for an employee’s registered domestic partner does not count towards FMLA leave). Employees who are CFRA-eligible have certain rights to take both a pregnancy disability leave (“PDL”) and a CFRA leave for reason of the birth of a child.

**Definition of Serious Health Condition.** Under the FMLA and CFRA, a serious health condition is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition that involves either inpatient care or continuing treatment, including but not limited to, treatment for substance abuse. Unlike the FMLA, “inpatient care” under the CFRA is more broadly defined and means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with inpatient care, or any period of incapacity. A person will be considered an “inpatient” when a health care facility formally admits the person to the facility with the expectation that the employee will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.

**Military Exigency Leave.** Military exigency leave does not count against an employee’s CFRA leave entitlement. Leave to care for a military service member with a serious illness or injury counts against an employee’s CFRA leave entitlement when the service member is the employee’s spouse, parent or child, as provided for under CFRA.

**Bonding Leave.** Employees may take intermittent leave for bonding with a child following birth or placement for adoption or foster care. Birth bonding leave must be taken within one (1) year after the child’s birth or placement. Intermittent leave for bonding purposes generally must be taken in 2-week increments, but the Company permits two occasions where the leave may be for less than two (2) weeks. Bonding leave is in addition to any time off taken for pregnancy disability leave.

**Employee Responsibilities.** If possible, employees must provide at least thirty (30) days advance notice for foreseeable events (such as the expected birth of a child, employees’ own planned medical treatments, or a family member’s planned medical treatment). For unforeseeable events, the Company requires that employees provide notice, at least verbally, as soon as they learn of the need for leave. Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until compliance with this notice policy is achieved.

We may require certification from a health care provider before allowing leave to be taken for (1) an employee’s pregnancy disability or a serious health condition or (2) a child, parent, or spouse (including a registered domestic partner) who has a serious health condition. When medically necessary, leave may be taken on an intermittent or reduced work schedule.
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We will require second or third certifications from health care providers only in the event the Company has reason to doubt the initial certification of an employee’s need for leave due to the employee’s own serious health condition. Recertification of the need for leave due to an employee’s or family member’s serious health condition will be requested only when the original certification has expired.

Substitution of Paid Leave for Unpaid Leave. For purposes of this policy, leave is not “unpaid” during any leave time for which an employee is receiving compensation from the State of California under the State Disability Insurance program, while receiving PFL, worker’s compensation, or benefits pursuant to the Company’s disability pay program. Employees may request, but will not be required, to use accrued paid time off for any time off under this policy for which they are receiving compensation under these programs. Where applicable and permitted by law, employees will be required to use accrued paid time off during any waiting period applicable to these programs.

If leave is unpaid, the following requirements apply:

- An employee taking CFRA leave due to the employee’s own serious health condition is required to use any available paid time off in lieu of unpaid leave.
- An employee taking CFRA leave due to a covered family member’s serious health condition or to bond with a newborn child is required to substitute paid time off, other than paid sick time, for any unpaid CFRA leave, but has the option of whether to substitute paid sick time for unpaid leave after other paid time off is exhausted.
- An employee taking PDL will be required to use any accrued sick time in lieu of unpaid PDL. At the employee’s option, an employee taking unpaid PDL may substitute other paid time off for the unpaid leave.
- An employee may elect to substitute accrued sick time for unpaid bonding leave, although other accrued, unused paid time off must be used for that purpose.

Substituting paid for unpaid leave does not extend any leave entitlement(s).

Job Benefits. Taking CFRA leave or PDL may impact certain benefits and seniority date. More information regarding eligibility for a leave and/or the impact of the leave on seniority and benefits can be obtained by contacting Human Resources.

Returning to Work. The CFRA contains a guarantee of reinstatement to the same or to a comparable position at the end of the leave, subject to any defense allowed under the law. The PDL contains a guarantee of reinstatement to the same position in most instances, subject to defenses under the law. If an employee’s anticipated return to work date changes and it becomes necessary for the employee to take more or less leave than originally anticipated, the employee must provide the Company with reasonable notice (i.e., within 2 business days) of the employee’s changed circumstances and new return to work date. If employees give the Company unequivocal notice of their intent not to return to work, they will be considered to have voluntarily resigned and the Company’s obligation to maintain health benefits (subject to COBRA requirements) and to restore their positions will cease.

XXIV. CALIFORNIA NEW PARENT LEAVE

Under the California New Parent Leave Act (CANPLA), employees may have a right to an unpaid new parent leave (CANPLA leave) if they:

1) Have worked for the Company for a total of at least twelve (12) months at any time prior to the commencement of a CANPLA leave;
2) Worked for the Company for at least 1,250 hours in the 12-month period before the date they want
to begin CANPLA leave, to the extent permitted by applicable law; and
3) Work at a location in which the employer has at twenty (20) to forty-nine (49) employees within a 75 miles radius of the employee’s work site.

An employee who is not eligible for CANPLA leave at the start of a leave because the employee has not met the 12-month length of service requirement can meet this requirement while on leave because leave to which the employee is otherwise entitled counts toward length of service requirement (but not the 1,250 hours requirement).

CANPLA leave may be up to twelve (12) workweeks in a 12-month period, and can be used for the birth, adoption, or foster care placement of a child. Employees who are CANPLA-eligible have certain rights to take both a pregnancy disability leave (“PDL”) and a CANPLA leave for reason of the birth of a child. CANPLA leave must be taken within one (1) year after the child’s birth or placement.

Employees may take CANPLA leave on an intermittent basis. Intermittent CANPLA leave generally must be taken in 2-week increments, but the Company permits two occasions where the leave may be for less than (2) two weeks.

Employees generally must provide at least thirty (30) days advance notice of the need for CANPLA leave. For unforeseeable events (such as premature birth), the Company requires that employees provide notice, at least verbally, as soon as they learn of the need for leave. Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until compliance with this notice policy is achieved.

While CANPLA leave is unpaid, employees may substitute accrued paid time off or other paid leave for unpaid leave provided pursuant to this policy. Substituting paid for unpaid leave does not extend any leave entitlement.

While on CANPLA leave, the Company will maintain coverage of a group health plan for the duration of the parental leave in the same manner that coverage would have provided if the employee had not taken CANPLA leave. If an employee fails to return to work after the CANPLA leave has expired, the Company may recover any premiums paid by the Company for maintaining coverage while the employee was on CANPLA leave and such recovery may occur by deducting the amount of premiums paid from the wages paid to the employee on termination of employment.

Upon return from CANPLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

The use of CANPLA leave cannot result in the loss of any employment benefits that accrued prior to the start of an employee’s leave.

XXV. California Civil Air Patrol Leave

Employees who are a volunteer member of the California Wing of the Civilian Auxiliary of the U.S. Air Force Civil Air Patrol, responding to an emergency operation mission, are entitled up to ten (10) days of leave per calendar year for Civil Air Patrol duty following the 90th day of employment. Unless otherwise provided by state law, this leave will be time off without pay. Leave for a single emergency mission shall not exceed three (3) days, unless the emergency is extended by the governmental entity in charge of the operation leave and the company approves such leave extension. An employee shall give the Company as much notice as possible of the intended dates upon which the Civil Air Patrol leave will begin and end. Every
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reasonable effort will be made for employees returning from leave to be reinstated to the position held when leave began, or an equivalent position. Employees will be treated as though they were continuously employed for purposes of determining benefits based on length of service such as rate of annual leave, and job seniority rights. Employees are required to submit to the company certification from the proper Civil Air Patrol authority to show that the leave merits the requirements of this policy. The company prohibits retaliation against any employee who asserts their rights to use leave under this policy.
I. Pregnancy Accommodations

In compliance with Colorado law (Colo. Rev. Stat. § 24-34-402.3 et seq.), the Company will not discriminate against an applicant or employee because of pregnancy, childbirth, or related conditions. If an applicant or employee requests a reasonable accommodation due to health conditions related to pregnancy or the physical recovery from childbirth, the Company will endeavor to provide a reasonable accommodation to enable applicants and employees to perform the essential functions of the job, unless the accommodation would impose an undue hardship on the operation of the Company’s business. The Company will engage in a timely, good faith, and interactive process with the employee to determine effective, reasonable accommodations for the employee for conditions related to pregnancy, physical recovery from childbirth, or a related condition.

Reasonable accommodations may include, but are not limited to: more frequent or longer break periods; more frequent restroom, food, and water breaks; acquisition or modification of equipment or seating; limitations on lifting; temporary transfer to a less strenuous or hazardous position if available, with return to the current position after pregnancy; job restructuring; light duty, if available; assistance with manual labor; or modified work schedules.

The Company will not require an applicant or employee affected by pregnancy, physical recovery from childbirth, or a related condition to accept an accommodation that she chooses not to accept if she did not request an accommodation or if the accommodation is not necessary for the applicant or employee to perform the essential functions of the job, nor will the Company require a pregnant employee to take leave if another reasonable accommodation is available which will permit the employee to continue working.

The Company reserves the right to require an applicant or employee to provide a note stating the necessity of a reasonable accommodation from a licensed health care provider before providing a reasonable accommodation.

The Company will not take adverse action against a pregnant employee who requests or uses a reasonable accommodation related to pregnancy, physical recovery from childbirth, or a related condition. The Company will not deny employment opportunities to an applicant or employee based on the need to make a reasonable accommodation related to the applicant’s or employee’s pregnancy, physical recovery from childbirth, or a related condition.

If employees have any questions concerning this policy, they should contact Human Resources.

II. Paid Time Off

The Company provides eligible employees with paid time off in the form of annual leave. Despite any general Handbook policy to the contrary, accrued, unused paid time off may be carried over from year to year, but an employee may only accrue up to a maximum of the then-applicable annual accrual. Once an employee reaches this overall accrual cap, no additional time will be accrued until an employee uses some of the already accrued time, at which point accrual will continue subject to the annual accrual maximum and overall accrual cap. Accrued, unused paid time off will be paid upon separation of employment.

Please refer to the leave summary specific to your contract for additional details.
III. Leave for Stalking, Sexual Assault, or Domestic Abuse/Violence

The Company will provide up to three (3) working days of unpaid leave per fiscal year for Colorado employees who are victims of stalking, sexual assault, domestic abuse, or domestic violence. To be eligible, an employee must have one (1) year of service with the Company. The leave is available for seeking a civil protection order (restraining order); obtaining medical or psychological care for the employee or the employee's children; securing legal assistance or participating in related court proceedings; securing the home from the perpetrator; or seeking alternative housing.

Employees must substitute available paid time off during unpaid leave taken under this policy.

Employees must give the Company at least three (3) days advance notice of their intention to take time off and provide appropriate documentation upon request, which may include documentation from the court or the prosecuting attorney that the employee appeared in court. In cases of imminent danger to the health and safety of the employee, reasonable advance notice is not required.

IV. Colorado Family Care Leave (Addendum to FMLA Policy)

Like the Family and Medical Leave Act (“FMLA”) Policy described elsewhere in this Handbook, the Colorado Family Care Leave Act (“CFCLA”) may require employers to provide family and medical leaves of absence for eligible employees. Either or both of these laws may apply to a leave. Where both laws apply, any leave taken will be counted under both laws at the same time. This policy will be interpreted to comply with the law(s) that apply to a particular leave. This policy provides employees information concerning any CFCLA entitlements and obligations that differ from the FMLA entitlements and obligations that are set forth elsewhere in this handbook. If employees have any questions concerning CFCLA leave, they should contact Human Resources.

Basic Family and Medical Leave Entitlement. CFCLA leave may be taken under the same terms and conditions as FMLA to care for a person who has a serious health condition if the person is the employee’s civil union partner or domestic partner assuming the person has registered the domestic partnership with the municipality in which the person resides or with the state, if applicable; or is recognized by the employer as the employee’s domestic partner.
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I. Sexual Harassment (Addendum to Discrimination, Sexual and Other Harassment & Retaliation Prevention Policy)

Sexual harassment is illegal and prohibited by Connecticut and federal law in the workplace, pursuant to § 46a-60(a)(8) of the Connecticut General Statutes and Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq. Individuals who engage in acts of sexual harassment may be subject to civil penalties in the form of a cease and desist order, back pay, compensatory damages, or hiring, promotion or reinstatement. Individuals may also be subject to additional criminal penalties stemming from acts of sexual harassment.

II. Pregnancy Accommodations

In compliance with Connecticut law, the Company will not discriminate against an employee or prospective employee in the terms or conditions of the employee's employment in relation to pregnancy, childbirth or a related condition including, but not limited to, lactation. The Company will not limit, segregate or classify an employee in a way that would deprive the employee of employment opportunities due to the employee's pregnancy.

The Company will endeavor to provide reasonable accommodations for conditions related to pregnancy, childbirth or a related condition, including, but not limited to, lactation, unless the accommodation would pose an undue hardship on the Company's business. Such accommodations include, but are not be limited to: being permitted to sit while working, more frequent or longer breaks, periodic rest, assistance with manual labor, job restructuring, light duty assignments, modified work schedules, temporary transfers to less strenuous or hazardous work, time off to recover from childbirth or break time and appropriate facilities for expressing breast milk.

The Company will not force an employee or prospective employee affected by pregnancy to accept a reasonable accommodation if such employee or person seeking employment does not have a known limitation related to the employee's pregnancy or does not require a reasonable accommodation to perform the essential duties related to the employee's employment. This includes, but is not limited to, forcing an employee to take leave if another reasonable accommodation can be provided to an employee's condition related to the pregnancy, childbirth, or a related medical condition.

The Company will not retaliate against an employee in the terms, conditions or privileges of the employee's employment based upon such employee's request for a reasonable accommodation under this policy. Further, the Company will not deny employment opportunities to an employee or prospective employee due to an employee's or prospective employee's request for a reasonable accommodation related to pregnancy, childbirth, or a related medical condition.

If employees have any questions about or would like to request a reasonable accommodation pursuant to this policy, they should contact Human Resources.

III. Connecticut Paid Sick Leave

Eligibility. The Company provides paid sick leave to non-exempt regular full-time and part-time service employees in Connecticut. For employees who work in Connecticut who are eligible for sick time per the applicable leave summary and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the per the applicable leave summary and/or any other applicable sick time/leave law or ordinance.

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**Accrual.** Employees begin to accrue paid sick leave pursuant to this policy at the start of employment. Employees accrue paid sick leave in one (1) hour increments at a rate of one (1) hour for every forty (40) hours worked, up to a maximum of forty (40) hours per year. For purposes of this policy, the year is the 365-day period beginning January 1st and ending on December 31st.

**Usage.** Employees are only eligible to utilize paid sick leave under this policy upon completion of the employee’s 680th hour of employment, unless the Company agrees to an earlier date. Further, an employee may not utilize paid sick leave under this policy if the employee did not work an average of ten (10) or more hours per week for the Company in the most recent complete quarter. Paid sick leave may be used in one (1) hour increments. An employee may not use more than forty (40) hours of accrued leave in a year.

An employee may use paid sick leave under this policy for the following reasons:
1) An employee’s illness, injury or health condition;
2) The medical diagnosis, care or treatment of an employee’s mental illness or physical illness, injury or health condition;
3) Preventative medical care for an employee;
4) An employee’s child’s or spouse’s illness, injury or health condition;
5) The medical diagnosis, care or treatment of an employee’s child’s or spouse’s mental or physical illness, injury or health condition; or
6) Preventative medical care for a child or spouse of an employee.

An employee may also use paid sick leave under this policy, where the employee is a victim of family violence or sexual assault, for the following reasons:
1) For medical care or psychological or other counseling for physical or psychological injury or disability;
2) To obtain services from a victim services organization;
3) To relocate due to such family violence or sexual assault; or
4) To participate in any civil or criminal proceedings related to or resulting from such family violence or sexual assault.

Unless the employee advises the Company otherwise, we will assume, subject to applicable law, that employees want to use available paid sick leave for absences for reasons set forth above and employees will be paid for such absences to the extent they have paid sick leave available.

**Notice and Documentation.** When the need to use paid sick leave under this policy is foreseeable, employees must provide seven (7) days prior notice of the planned use of paid sick leave under this policy. When the need to use paid sick leave under this policy is not foreseeable, the employee must provide notice, preferably in writing, as soon as possible.

For paid sick leave of three (3) or more consecutive days, employees must provide reasonable documentation that such leave is being taken for the purpose permitted under this policy. If such leave is permitted for reasons other than where the employee is a victim of family violence or sexual assault, documentation signed by a health care provider who is treating the employee or the employee’s child or spouse indicating the need for the number of days of such leave is considered reasonable documentation. If such leave is permitted where the employee is a victim of family violence or sexual assault, a court record or documentation signed by the employee or volunteer working for a victim services organization, an attorney, a police officer or other counselor involved with the employee is considered reasonable documentation.
Payment. Paid sick leave under this policy will be calculated based on the employee's base pay rate at the time of absence, unless otherwise required by applicable law. It does not include overtime or any special forms of compensation such as incentives, commissions, or bonuses. Use of paid sick leave is not considered hours worked for purposes of calculating overtime.

Carryover & Payout. An employee may carry over up to forty (40) hours of accrued, unused paid sick leave under this policy to the following year. Accrued but unused paid sick leave under this policy will not be paid at separation.

Enforcement & Retaliation. Employees may be subject to discipline for using paid sick leave under this policy for purposes other than those provided under this policy. The Company is prohibited from retaliating against an employee for requesting or using paid sick leave for which the employee is eligible. Employees have the right to file a complaint with the Labor Commissioner for retaliation and/or failing to provide paid sick leave in accordance with the applicable law.

Employees with questions regarding this policy can contact Human Resources.

Please refer to the leave summary specific to your contract for additional details.

IV. Leave for Family Violence

Employees who are victims of family violence are allowed up to twelve (12) days of unpaid leave for a qualifying purpose during any calendar year. “Family violence” includes incidents resulting in physical harm, bodily injury, assault, or an act of threatened violence between family or household members.

The purpose of a qualifying leave should be to:

1) Seek medical care or counseling for injury or disability as a result of family violence;
2) Obtain services from a victim services organization on behalf of the victim of family violence;
3) Relocate due to such family violence; or
4) Participate in any civil or criminal proceeding related to or resulting from such family violence.

Employees are not paid while on a domestic violence leave, but may use any accrued and unused paid time off time in connection with use of this leave. To the extent practicable, employees must provide reasonable (preferably seven (7) days) notice to request a domestic violence leave.

Employees should provide one of the following documents in connection with their use of domestic violence leave: a signed, written statement certifying that the leave is a result of an incident of family violence; a police or court record related to the incident of family violence; or a signed, written statement that the employee is a victim of family violence from an employee or agent of a victim services organization, an attorney, an employee of the office of victim services or victim advocate, or a medical professional or other professional from whom the employee has sought assistance concerning the incident of family violence. The Company will make every attempt to ensure documents provided in support of a domestic leave request under this policy remain confidential and protected from disclosure unless required by law.

V. Connecticut Family and Medical Leave Policy (Addendum to FMLA Policy)

Like the Family and Medical Leave Act (“FMLA”) Policy described elsewhere in this Handbook, the Connecticut Family and Medical Leave Act (“CFMLA”) may require employers to provide family and medical leaves of absence for eligible employees. Either or both of these laws may apply to a leave. This policy will be interpreted to comply with the law(s) that apply to a particular leave. To the extent that state law...
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mandates additional protection for pregnant employees, this policy also will be interpreted consistently with such requirements. This policy provides employees information concerning any CFMLA entitlements and obligations that differ from the FMLA entitlements and obligations that are set forth elsewhere in this handbook. If employees have any questions concerning CFMLA leave, they should contact Human Resources.

**Eligibility.** Employees may be eligible for leave under CFMLA if they:

1) Have been employed by the Company for at least twelve (12) months (which need not be consecutive);
2) Worked at the Company for at least 1,000 hours of service during the 12-month period immediately preceding the commencement of the leave; and
3) Work for an employer with seventy-five (75) or more employees in Connecticut.

**Basic Family and Medical Leave Entitlement.** The FMLA provides eligible employees up to twelve (12) workweeks of unpaid leave for certain family and medical reasons during a 12-month period. Under the CFMLA, an eligible employee may take up to sixteen (16) weeks of unpaid leave within a 2-year period. The 1-year or 2-year period, as the case may be, is measured by a “rolling” twelve (12) or 24-month period dating back from the time the employee requests leave. Where both laws apply, the leave provided by each will run concurrently.

In addition to the entitlements outlined in the FMLA policy, the CFMLA provides leave to care for an employee’s parent of a spouse. The CFMLA also provides leave to serve as an organ or bone marrow donor.

**Additional Military Family Leave Entitlement (Injured Servicemember Leave).** In addition to the basic FMLA and CFMLA leave entitlements, an eligible employee who is the spouse, son, daughter, parent or next of kin of a covered servicemember is entitled to take up twenty-six (26) weeks of leave during a single 12-month period to care for the servicemember with a serious injury or illness. Under the CFMLA an eligible employee also is entitled to take up twenty-six (26) weeks of leave during a single 12-month period to care for a covered servicemember with a serious injury or illness if the servicemember is the eligible employee’s parent-in-law with a serious health condition.

Leave to care for a servicemember is only available during a single 12-month period and, when combined with other FMLA- or CFMLA-qualifying leave, may not exceed twenty-six (26) weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured servicemember.

**Return to Work/Fitness for Duty Medical Certifications.** Unless notified that providing such certifications is not necessary, employees returning to work from family and medical leaves that were taken because of their own serious health conditions that made them unable to perform their jobs must provide the company with medical certification confirming they are able to return to work and/or the employees’ ability to perform the essential functions of the employees’ position, with or without reasonable accommodation. Employees may obtain a Return to Work Medical Certification Form from Human Resources. The Company may delay job restoration following leave, other than an intermittent leave under the CFMLA, until employees provide return to work/fitness for duty certifications.

At the end of a leave under the CFMLA, employees will be returned to their original job, unless that job is not available, in which case they will be returned to an equivalent position. There is no key employee exception under the CFMLA.
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VI. Privacy Protection Policy

Employees are permitted to access and use “personal information” only as necessary and appropriate for such persons to carry out their assigned tasks for the Company and in accordance with Company policy. “Personal information” means information capable of being associated with a particular individual through one or more identifiers, including, but not limited to, a Social Security number (SSN), a driver’s license number, a state identification card number, an account number, a credit or debit card number, a passport number, an alien registration number or a health insurance identification number, and does not include publicly available information that is lawfully made available to the general public from federal, state or local government records or widely distributed media. Accessing and using such information without authorization by the Company or contrary to the Company’s policies and procedures can result in discipline up to and including termination of employment. Employees who come into contact with SSNs or other sensitive personal information without authorization from the Company or under circumstances outside of their assigned tasks may not use or disclose the information further, but must contact their Manager/Supervisor to turn over all copies of the information in whatever form.

For more information about whether and under what circumstances employees may have access to this information, employees may review their job description or contact Human Resources or their Manager/Supervisor.
I. **Pregnancy Accommodations**

In compliance with Delaware law (19 Del. C. § 710 et seq.), the Company will not discriminate against an applicant or employee because of pregnancy, childbirth, or related conditions. The Company will treat applicants and employees, whom the employer knows or should know are pregnant, as well as other applicants and employees who are similar in their ability or inability to work but are not pregnant, without regard to the source of any condition affecting the other applicants’ or employees’ ability or inability to work.

The Company will endeavor to provide a reasonable accommodation to known pregnancy-related limitations of applicants and employees unless the accommodation would impose an undue hardship on the operation of the Company’s business. The Company will not require an applicant or employee to accept an accommodation if she does not have a known pregnancy-related limitation or if the accommodation is not necessary for performance of the essential duties of the job, nor will the Company force a pregnant employee to take paid or unpaid leave if another reasonable accommodation is available which will permit the employee to continue working.

The Company will not deny employment opportunities or take adverse action against a pregnant employee with respect to the terms, conditions, or privileges of employment or for requesting or accepting a reasonable accommodation.

If employees have any questions concerning this policy, they should contact Human Resources.


I. **Accommodations for Pregnancy, Childbirth and Breastfeeding**

The Company will endeavor to provide reasonable accommodations to employees working in the District of Columbia whose ability to perform job functions is limited by pregnancy, childbirth, related medical conditions, or breastfeeding as required by law, unless such accommodations would result in an undue hardship to the Company. We will engage in a good faith and timely interactive process to determine whether a reasonable accommodation can be provided for such employees. We may request necessary medical certification. Reasonable accommodations may include: more frequent or longer breaks, time off to recover from childbirth, equipment modification, seating, temporary transfer to a less strenuous job, job restructuring or light duty, and having the employee refrain from heavy lifting, relocating the employee’s work area, as well as accommodations for lactation such as providing private (non-bathroom) space for expressing breast milk.

If employees have questions regarding this policy or would like to request a reasonable accommodation pursuant to this policy, they can contact Human Resources.

II. **D.C. Accrued Sick and Safe Leave**

**Eligibility.** The Company provides paid leave to all D.C. employees pursuant to the D.C. Accrued Sick and Safe Leave Act, as amended. For employees who work in D.C. who are eligible for sick time per the applicable leave summary, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the per the applicable leave summary.

**Accrual.** Employees begin to accrue paid leave at the start of employment. Employees accrue paid leave at a rate of one (1) hour for every 37 hours worked, up to a maximum of 7 days per calendar year. Exempt employees do not accrue paid leave for hours worked beyond a forty (40) hour workweek. For purposes of this policy, the calendar year is the consecutive 12-month period beginning January 1st and ending on December 31st.

**Usage.** Employees may begin using paid leave under this policy after the 90th day of employment. Paid leave may be used in minimum increments of one (1) hour. An employee may not use more than seven (7) days of accrued paid leave per calendar year.

An employee may use paid leave under this policy for the following reasons:

1) An absence resulting from a physical or mental illness, injury, or medical condition of the employee;
2) An absence resulting from obtaining professional medical diagnosis or care or preventive medical care for the employee; or
3) An absence for the purpose of caring for a family member who has any of the conditions or needs for diagnosis or care described in (1) and (2) above.

An employee may also use paid leave for an absence if the employee or the employee's family member is a victim of stalking, domestic violence, or sexual abuse and the absence is directly related to medical, social, or legal services pertaining to the stalking, domestic violence, or sexual abuse for the purposes of:

1) Seeking medical attention for the employee or the employee's family member to treat or recover from physical or psychological injury or disability caused by the stalking, domestic violence, or sexual abuse;
2) Obtaining services for the employee or the employee's family member from a victim services organization;
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3) Obtaining psychological or other counseling services for the employee or the employee's family member;

4) Temporary or permanent relocation of the employee or the employee's family member;

5) Taking legal action, including preparing for or participating in a criminal or civil proceeding related to or resulting from stalking, domestic violence, or sexual abuse; or

6) Taking other actions that could be reasonably determined to enhance the physical, psychological, or economic health or safety of the employee or the employee's family member or the safety of those who work or associate with the employee.

For purposes of this policy, family member includes a child; parent; spouse; domestic partner; the parents of a spouse; children (including foster children and grandchildren); spouses of children; parents; siblings; spouses of siblings; a child who lives with an employee and for whom the employee permanently assumes and discharges parental responsibility; and a person with whom the employee shares or has shared, for not less than the preceding 12 months, a mutual residence and with whom the employee maintains a committed relationship, as defined in D.C. Code § 32-701(1)).

Unless the employee advises the Company otherwise, we will assume, subject to applicable law, that employees want to use available paid leave for absences for reasons set forth above and employees will be paid for such absences to the extent they have paid leave available.

Notice & Documentation. Employees are required to make a reasonable effort to schedule paid leave in a manner that does not unduly disrupt the Company’s operations. If paid leave is requested in a non-emergency situation, the employee must consult with the Company regarding the date and time of the paid leave to be taken. If possible, employees must provide at least ten (10) days prior notice of the planned use of paid leave under this policy. Where the need is unforeseeable (i.e., ten (10) days prior notice is not possible), the employee must provide notice prior to the start of the workday/shift for which the paid leave is requested, ideally in writing (but oral notice is permitted). In the case of an emergency, employees must notify the Company of the need to use paid leave prior to the start of the next workday/shift or within twenty-four (24) hours of the onset of the emergency, whichever occurs sooner.

When the requested leave under this policy is for three (3) or more consecutive days, employees are required to provide reasonable certification of the reason for leave no later than one (1) day after they return from leave. A reasonable certification may include:

1) A signed document from a health care provider affirming the illness of the employee or the employee’s family member;

2) A police report or court order indicating that the employee or the employee’s family member was the victim of stalking, domestic violence, or sexual abuse;

3) A signed written statement from a victim/witness advocate, domestic violence counselor, attorney, or other similar professional affirming that the employee or employee's family member (1) is involved in legal action or proceedings related to stalking, domestic violence, or sexual abuse (including only the name of the employee or employee's family member who is a victim and the date on which services were sought) or (2) sought services to enhance the physical, psychological, economic health or safety of the employee or employee's family member.

Payment. Paid leave under this policy will be calculated based on the employee’s base pay rate at the time of absence, unless otherwise required by applicable law, which is no event will be less than minimum wage. It does not include overtime or any special forms of compensation such as incentives, commissions, or bonuses. Use of paid leave is not considered hours worked for purposes of calculating overtime.

Carryover & Payout. An employee may carry over up to seven (7) days of accrued, unused paid leave under this policy. Accrued but unused paid leave under this policy will not be paid at separation.
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**Enforcement & Retaliation.** The Company prohibits retaliation against any employee who asserts their rights to receive paid leave under this policy. The Office of Wage-Hour of the DC Department of Employment Services can investigate possible violations. To request full text of the Act, to obtain a copy of the rules associated with this Act, or to file a complaint, contact the Office of Wage-Hour at (202) 671-1880, 4058 Minnesota Avenue, N.E., 4th Floor, Washington, D.C. 20019, or visit www.does.dc.gov.

Employees with questions regarding this policy can contact Human Resources.

Please refer to the leave summary specific to your contract for additional details.

**III. Parental Leave**

Employees who work in D.C. and are parents are entitled to a total of twenty-four (24) hours of leave during any 12-month period to attend or participate in school-related events for their children. The term “parent” for purposes of this policy includes a father or mother, a person with legal custody of a child, a guardian of a child, an aunt, uncle or grandparent, or someone who is married to any of the above.

School-related events may be sponsored by either the school or an associated organization, such as a parent-teacher association. Examples of school-related events include a concert, play or rehearsal, a sporting event, or a meeting with a teacher or counselor. A school-related event must involve the employee’s child directly as either a participant or a subject, but not as a spectator.

The Company may deny a request for leave under this policy if the granting of the leave would disrupt the Company’s business and make the achievement of production or service delivery unusually difficult. The leave provided by this policy is unpaid unless the parent elects to use any paid time off or other leave (not including sick leave) that has been provided by the Company. Employees who desire to take leave under this policy must notify their Manager/Supervisor at least ten (10) calendar days prior to the leave, unless the need to attend the event is unforeseeable.

**IV. D.C. Family and Medical Leave (Addendum to FMLA Policy)**

Like the Family and Medical Leave Act (“FMLA”) Policy described elsewhere in this Handbook, the District of Columbia Family and Medical Leave Act (“DCFMLA”) may require employers to provide family and medical leaves of absence to eligible employees. Either or both of these laws may apply to a leave. Where both laws apply, any leave taken will be counted under both laws at the same time. This policy will be interpreted to comply with the law(s) that apply to a particular leave. This policy provides employees information concerning any DCFMLA entitlements and obligations that differ from the FMLA entitlements and obligations that are set forth elsewhere in this handbook. If employees have any questions concerning DCFMLA leave, they should contact Human Resources.

**Eligibility.** Employees are eligible for DCFMLA leave if they have worked in the District of Columbia:

1) Continuously for at least twelve (12) months;
2) For at least 1,000 hours of service during the 12-month period immediately preceding the leave; and
3) For an employer with at least twenty (20) employees in the District of Columbia.

Employees may qualify for leave under both the FMLA and DCFMLA.

**Basic Family and Medical Leave Entitlement.** The FMLA provides eligible employees up to twelve (12) workweeks of unpaid leave for certain family and medical reasons during a 12-month period. Under the
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DCFMLA, an eligible employee may take up to sixteen (16) workweeks of family leave (leave to care for a family member for the reasons outlined below or in the FMLA policy), plus up to sixteen (16) workweeks of medical leave (leave for an employee’s own serious health condition), for a total of thirty-two (32) workweeks during any 24-month period. The 12- or 24-month period in which employees may take FMLA or DCFMLA leave is calculated as a rolling 12- or 24-month period measured backward from the date the employee uses any FMLA or DCFMLA leave. Where both laws apply, the leave provided by each will run concurrently.

In addition to the entitlements outlined in the FMLA policy, DCFMLA leave may also be taken for any one, or for a combination, of the following reasons:

1) The placement of a child for whom the employee permanently assumes and discharges parental responsibility; or
2) To care for a person to whom the employee is related by blood, legal custody, or marriage; child who resides with the employee and for whom the employee permanently assume and discharge parental responsibility; or person with whom the employee shares or has shared within last year a mutual residence and maintain a committed relationship, when that person has a “serious health condition.”

However, unlike the FMLA, the DCFMLA does not cover leave for certain qualifying exigencies.

**Substitution of Paid Leave for Unpaid Leave.** Employees must use any accrued paid time off while taking FMLA leave. If leave is covered by the DCFMLA, but not the FMLA, employees may elect to “substitute” accrued paid time off for unpaid leave, but are not required to do so. An employee’s decision to decline substitution of paid leave for unpaid DCFMLA leave time does not extend the length of the FMLA and/or DCFMLA leave. In addition, the substitution of paid time for unpaid FMLA or DCFMLA leave time does not extend the length of FMLA leaves, and the paid time will run concurrently with an employee’s FMLA entitlement.

Leaves of absence taken in connection with a disability leave plan or workers’ compensation injury/illness will run concurrently with any FMLA and/or DCFMLA leave entitlement.
I. Leave for Domestic Violence

An employee who has worked for the Company for at least three (3) months may be granted up to three (3) days of unpaid leave in any 12-month period if the employee or a family or household member of an employee is the victim of domestic violence.

Leave may be used to:
1) Seek an injunction for protection against domestic violence or an injunction for protection in cases of repeat violence, dating violence or sexual violence;
2) Obtain medical care or mental health counseling, or both, for the employee or a family or household member to address physical or psychological injuries resulting from the act of domestic violence;
3) Obtain services from a victim-services organization, including, but not limited to, a domestic violence shelter or program or a rape crisis center as a result of the act of domestic violence;
4) Make their home secure from the perpetrator or the domestic violence or to seek new housing to escape the perpetrator; or
5) Seek legal assistance in addressing issues arising from the act of domestic violence.

“Family or household member” means spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family, and persons who are parents of a child in common regardless of whether they have been married. With the exception of persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same single dwelling unit.

Except in cases of imminent danger to the health or safety of an employee or the employee’s family or household member, advance notice of seven (7) days of the need for leave is required. Sufficient documentation, such as a restraining order, police report, or order to appear in court, is also required. Requests for leave and documents in connection with this leave will be kept confidential to the extent permitted by law.

Employees must substitute available paid time off during unpaid leave taken under this policy.

II. Miami-Dade County Leave for Domestic Violence

The Company offers up to thirty (30) days of unpaid domestic violence leave during any 12-month period pursuant to the Miami-Dade County Domestic Violence Ordinance (MDDVO). “Domestic violence” is defined in the MDDVO as “a pattern of coercive behavior used by one person to control another such as but not limited to: physical, sexual, emotional and psychological violence and abuse; threats; intimidation; verbal abuse; economic control; and stalking; and as defined in §§ 741.28, 784.046 and 784.048 of Florida Statutes.”

Eligibility. To qualify for leave under the MDDVO, an employee must have:
1) Worked for the Company for at least ninety (90) days;
2) Worked at least 308 hours during the previous ninety (90) days; and
3) Worked for an employer which has fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or preceding calendar year.

Reasons for Leave. Eligible employees are entitled under the MDDVO to a total of thirty (30) days of unpaid leave during any twelve (12) month period to:
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1) Obtain and receive medical and/or dental assistance for a medical and/or dental problem resulting from domestic or repeat violence, including obtaining such services for the employee’s dependent children;
2) Obtain and receive legal assistance relating to domestic or repeat violence, including, but not limited to, criminal prosecution, a protective order, divorce, custody of children, and child support;
3) Attend court appearances related to domestic or repeat violence including, but not limited to, criminal prosecution, protection order, divorce, custody of children and child support;
4) Attend counseling or support services, including counseling or support services for dependent children; or
5) Attend to any other arrangements necessary to provide for the safety and well-being of an employee subject to domestic or repeat violence.

Employee Status and Benefits During Domestic Violence Leave. While an employee is on leave, the Company will continue the employee’s health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.

The Company will require the employee to reimburse the Company the amount it paid for the employee’s health insurance premium during domestic leave if (1) the employee fails to return from leave after the period of leave to which the employee is entitled has expired; and (2) the reason for the employee’s failure to return to work is unrelated to the continuance or recurrence of domestic or repeat violence or other circumstances and is beyond the control of the employee.

Under the Company’s current group health plan, the employee pays a portion of the health care premium. If leave for a covered reason is paid (due to the employee’s use of available paid time off), the Company will continue to take payroll deductions to collect the employee’s share of the premium. While on unpaid domestic violence leave, the employee must continue to make this payment, either in person or by mail. The payment must be received by the 15th day of each month. If the payment is more than thirty (30) days late, the employee’s health care coverage may be discontinued for the duration of the leave.

Use of Paid and Unpaid Leave. An employee taking domestic violence leave must use any available paid time off, and any paid time off that is used for domestic violence leave will count against an employee’s total domestic leave entitlement for the relevant 12-month period.

Intermittent Leave or Reduced Work Schedule. An employee may take domestic violence leave intermittently or on a reduced leave schedule. However, if an employee requests intermittent leave or reduced leave that is foreseeable based on a planned schedule, the Company may require such employee to transfer temporarily to an available alternative position for which the employee is qualified and that has equivalent pay and benefits, and which better accommodates recurring periods of leave.

Certification of the Need for Domestic Violence Leave. In accordance with the MDDVO, the Company will require that a request for leave under this policy be supported by a certification issued by an authorized person from either a health care provider, attorney of record, counselor, law enforcement agency, clergy, domestic violence advocacy agency, domestic violence center, or domestic violence shelter. The employee must supply the certification within ten (10) days of the commencement of a requested leave period. Failure to provide certification may result in a denial of continuance of domestic violence leave. A certification form may be obtained from Human Resources.

Procedure for Requesting Leave. Where the need for domestic violence leave is foreseeable, employees requesting leave under this policy must submit a request in writing to an employee’s supervisor, with a copy to Human Resources, as soon the need for domestic leave becomes known. A Request for Domestic Leave form can be obtained from Human Resources. If the need for domestic violence leave is not
Employee Handbook

foreseeable, employees must give as much notice as is practical under the circumstances. An employee taking domestic violence leave must make a reasonable effort to schedule appointments and other activities associated with the domestic violence leave so as to minimize disruptions to the Company’s operations. While on leave, employees may be required to report to the Company periodically regarding the status of their situation and their intent to return to work.

Return to Work. Under the MDDVO, an employee who returns from domestic violence leave is entitled to restoration to the same position of employment held by the employee when leave commenced or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

The taking of domestic violence leave will not result in the loss of any employment benefits that accrued prior to the date on which the leave commenced. Employees who do not return to work upon the expiration of domestic violence leave will be treated as having voluntarily terminated their employment.

III. Miami-Dade County Family Leave (Addendum to FMLA Policy)

Like the Family and Medical Leave Act ("FMLA") Policy described elsewhere in this Handbook, the Miami-Dade County Code ("MDCC") may require employers to provide family and medical leaves of absence for eligible employees. Either or both of these laws may apply to a leave. Where both laws apply, any leave taken will be counted under both laws at the same time. This policy will be interpreted to comply with the law(s) that apply to a particular leave. This policy provides employees information concerning any MDCC entitlements and obligations that differ from the FMLA entitlements and obligations that are set forth elsewhere in this handbook. If employees have any questions concerning MDCC leave, they should contact Human Resources.

Eligibility. Leave under the MDCC is available to “MDCC eligible employees.” To be an MDCC eligible employee, an employee must have been employed in Miami-Dade County:

1) For at least twelve (12) months;
2) For at least 1,250 hours of service during the 12-month period immediately preceding the leave; and
3) For an employer with at least fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or preceding calendar year.

Basic Family and Medical Leave Entitlement. Leave pursuant to the MDCC may be taken under the same terms and conditions as FMLA to care for a person who has a serious health condition if the person is the employee’s grandparent for whom the employee has assumed primary financial responsibility.
Employee Handbook

HAWAII SUPPLEMENT

I. Leave for Domestic and Sexual Violence

Employees who have been employed by the Company for a period of at least six (6) months and who are victims of domestic or sexual violence, or whose minor is the victim of such violence, may take up to thirty (30) days of unpaid leave in any calendar year to: (1) seek medical attention for themselves or their minor child; (2) obtain services from a victim services organization; (3) obtain psychological or other counseling; (4) relocate temporarily or permanently; or (5) take legal action, including preparing for or participating in a legal proceeding.

Employees must provide the Company with reasonable notice of their intention to take the leave, unless providing that notice is not practicable due to imminent danger to the employee or the employee’s minor child. Where an employee or the employee's minor is a victim of domestic or sexual violence and seeks leave for medical attention to recover from physical or psychological injury or disability caused by domestic or sexual violence, the Company may request that the employee provide a certificate from a health care provider estimating the number of leave days necessary and the estimated commencement and termination dates of leave required by the employee.

Employees must substitute available paid time off during unpaid leave taken under this policy. Prior to the employee's return, the Company may also request that the employee provide a medical certificate from the employee's attending health care provider attesting to the employee's condition (or the minor’s condition) and approving the employee's return to work. No certification is required if leave taken for non-medical reasons is less than five (5) days. If the leave exceeds five (5) days per calendar year, one of the following types of certification must be provided:

1) A signed written statement from an employee, agent, or volunteer of a victim services organization, from the employee's attorney or advocate, from a minor child's attorney or advocate, or a medical or other professional from whom the employee or the employee's minor child has sought assistance related to the domestic or sexual violence; or
2) A police or court record related to the domestic or sexual violence.

If employees have any questions concerning this policy, they should contact Human Resources.

II. Hawaii Family Leave (Addendum to FMLA Policy)

In addition to the Family and Medical Leave Act (“FMLA”) Policy described elsewhere in this Handbook, the Hawaii Family Leave Law (“HFLL”) may require employers to provide leaves of absence for eligible employees for certain family reasons. Either or both of these laws may apply to a leave. This policy provides employees information concerning any HFLL entitlements and obligations that differ from the FMLA entitlements and obligations that are set forth elsewhere in this handbook. If employees have any questions concerning HFLL leave, they should contact Human Resources.

Eligibility. HFLL leave is available to “HFLL eligible employees.” To be an HFLL eligible employee, an employee must:

2) Have been employed by the Company for at least six (6) consecutive months; and
3) Be employed by an employer with one hundred (100) or more employees in Hawaii for each working day of twenty (20) or more calendar weeks in the current or preceding calendar year.

Basic Family and Medical Leave Entitlement. HFLL provides eligible employees up to four (4) workweeks of unpaid leave per calendar year for certain family reasons. Leave under the HFLL is
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determined on a calendar year basis. The total leave will not exceed four (4) weeks in any calendar year. It is the Company’s policy to provide the greater leave benefit provided under the FMLA or HFLL and to run leave concurrently under the FMLA and HFLL whenever possible.

HFLL leave may be taken to care for the employee’s spouse (or reciprocal beneficiary), son, daughter (child can be over the age of 18), parent (or parent-in-law or stepparent), sibling, grandparent or grandparent-in-law) who has a serious health condition.

**Definition of Serious Health Condition.** For purposes of HFLL, a “serious health condition” is a physical or mental condition that warrants participation of the employee to provide care during the period of treatment or supervision by a health care provider and either involves inpatient care in a hospital, hospice, or residential health care facility; or requires continuing treatment or continuing supervision by a health care provider.

**Use of Leave.** HFLL leave usually will be taken for a period of consecutive days, weeks, or months. However, employees also are entitled to take HFLL leave intermittently (in separate blocks of time) or on a reduced leave schedule (reducing the usual number of hours the employee works each workday) when medically necessary due to a serious health condition of a covered family member or for the birth or adoption of a child.

**Substitution of Paid Leave for Unpaid Leave.** Unlike FMLA, an employer may not require the use of paid time off during HFLL leave.

**Return to Work.** As with FMLA leave, at the end of HFLL, employees generally have the right to return to the same or an equivalent position with equivalent pay, benefits, and other terms. There is no key employee exception under the HFLL.
I. Discrimination and Sexual Harassment (Addendum To Discrimination, Sexual and Other Harassment & Retaliation Prevention Policy)

In compliance with the Illinois Human Rights Act (“Act”), all employees have the right to be free from unlawful discrimination or sexual harassment. This means that employers may not treat people differently based on race, age, gender, pregnancy, disability, sexual orientation or any other protected class named in the Act. This applies to all employer actions, including hiring, promotion, discipline and discharge.

Employees also have the right to reasonable workplace accommodations based on pregnancy and disability. This means employees can ask for reasonable changes to their job if needed because they are pregnant or disabled.

It is also unlawful for employers to treat people differently or otherwise retaliate against an employee because they have reported discrimination or sexual harassment, participated in an investigation, or helped others exercise their right to complain about discrimination or sexual harassment.

Aside from the internal complaint process at the Company, employees may choose to file a charge of discrimination or sexual harassment under the Act with the Illinois Department of Human Rights (“IDHR”). The charge process for violations of the law can be initiated by completing the form at www.illinois.gov/dhr or by contacting the IDHR at IDHR.Intake@illinois.gov, or either of these offices:

Chicago Office
100 W. Randolph St., 10th Floor
Chicago, IL 60601
(312) 814-6200
(866) 740-3953 (TTY)
(312) 814-6251 (Fax)

Springfield Office
535 W. Jefferson Street, 1st Floor
Springfield, IL 62702
(217) 785-5100
(866) 740-3953 (TTY)
(217) 785-5106 (Fax)

Employees also can contact the Illinois Sexual Harassment and Discrimination Helpline at 1-877-236-7703.

II. Pregnancy Accommodations

In compliance with Illinois law, the Company will not discriminate against an employee because of pregnancy, will engage in a timely, good faith, and meaningful exchange with employees affected by pregnancy, childbirth, or medical or common conditions related to the pregnancy or childbirth, and will endeavor to provide a reasonable accommodation unless doing so will impose an undue hardship on the ordinary operation of the Company’s business.

Such accommodations include modifications or adjustments to the work environment or circumstances under which the employee’s position is customarily performed, including but not limited to more frequent or longer bathroom, water intake, or rest breaks; private non-bathroom space for expressing breast milk and breastfeeding; seating accommodations or acquisition or modification of equipment; assistance with manual labor, light duty, or a temporary transfer to a less strenuous or non-hazardous position; job restructuring or a part-time or modified work schedule; appropriate adjustment or modifications of examinations or training materials; assignment to a vacant position; or providing leave to recover from childbirth or pregnancy.

The Company will not require an employee to accept an accommodation that the employee did not request.
Employee Handbook

or to which the employee did not agree, nor will the Company force an employee to take leave if another reasonable accommodation is available.

The Company may require certification from the employee’s health care provider concerning the employee’s need for a reasonable accommodation to the same extent such a certification is required for other conditions related to a disability. A certification should include: (1) medical justification for the requested accommodation(s); (2) a description of the reasonable accommodation(s) medically advisable; (3) the date the accommodation(s) became advisable; and (4) the probable duration of the reasonable accommodation(s).

The Company will not deny employment opportunities or take adverse employment action against employees if such decision is based on the employer’s need to make a reasonable accommodation, and the Company will not retaliate against an employee who requests an accommodation or otherwise exercises the employee’s rights under the Illinois Human Rights Act.

The Illinois Human Rights Act is enforced by the Illinois Department of Human Rights (“IDHR”). The charge process for violations of the law can be initiated by completing the form at http://www.illinois.gov/dhr or by contacting the IDHR at IDHR.Intake@illinois.gov, or either of these offices:

Chicago Office
100 W. Randolph St., 10th Floor
Chicago, IL 60601
(312) 814-6200
(866) 740-3953 (TTY)
(312) 814-6251 (Fax)

Springfield Office
535 W. Jefferson Street, 1st Floor
Springfield, IL 62702
(217) 785-5100
(866) 740-3953 (TTY)
(217) 785-5106 (Fax)

Employees with questions or concerns regarding this policy or who would like to request an accommodation should contact Human Resources.

III. Chicago/Cook County Earned Sick Leave

Eligibility. The Company provides earned sick leave to covered employees in Cook County (including but not limited to the City of Chicago) who work for the Company for at least 80 hours within a 120-day period. This policy does not apply to employees working in areas of Cook County that have “opted-out” of complying with the Cook County Earned Sick Leave Ordinance. To the extent employees covered under this policy are eligible for sick time per the applicable leave summary and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the per the applicable leave summary and/or any other applicable sick time/leave law or ordinance.

Accrual. Employees begin accruing earned sick leave the first day of employment. Employees accrue one (1) hour for every forty (40) hours worked, up to a maximum accrual of forty (40) hours each year. Exempt employees are assumed to work forty (40) hours in each workweek unless their normal workweek is less than forty (40) hours, in which case earned sick leave accrues based upon their normal workweek. For purposes of this policy, the year is the consecutive 12-month period beginning January 1st and ending on December 31st.

Usage. Employees may use earned sick leave 180 calendar days after the start of employment. Earned sick leave must be used in a minimum increment of four (4) hours. Generally, an employee may not use more than forty (40) hours of earned sick leave per year, except that an employee on FMLA leave with
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earned sick leave carried over from the previous year can use an additional twenty (20) hours of earned sick leave (for a total of sixty (60) hours of earned sick leave) that year.

Earned sick leave can be used when:

1) The employee is ill or injured, or for the purpose of receiving medical care, treatment, diagnosis, or preventative medical care;
2) A family member is ill or injured, or for the purpose of receiving medical care, treatment, diagnosis, or preventative medical care;
3) The employee or a family member is the victim of domestic violence; or
4) The employee’s place of business is closed by order of a public official due to a public health emergency, or the employee needs to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency.

For purposes of this policy, “family member” means child, spouse or domestic partner, parent, spouse or domestic partner's parent, sibling, grandparent, grandchild, or any other individual related by blood or whose close association with the employee is the equivalent of a family relationship. Adoptive, “step,” foster, legal guardianship, and in loco parentis relationships are all included within this definition.

An employee’s use of earned sick leave will not be conditioned upon searching for or finding a replacement worker.

Employees who are absent for a covered reason(s) are generally required to use available earned sick leave during the absence.

**Notice & Documentation.** When the use of earned sick leave is reasonably foreseeable (e.g., pre-scheduled health care appointments or court dates in a domestic violence case), the employee is required to provide up to seven (7) days’ notice before leave is taken to their Manager/Supervisor. When the use of earned sick leave is not reasonably foreseeable, the employee is required to provide notice to their Manager/Supervisor as soon as is practicable on the day the employee intends to take earned sick leave.

For earned sick leave absences of more than three (3) consecutive work days, the Company requires reasonable documentation that the earned sick leave was used for a reason covered under this policy. For reason numbers 1 and 2 above, an employee can provide documentation signed by a licensed health care provider. For reason number 3 above, an employee can provide a police report; a court document; a signed statement from an attorney, clergy member, or victim services advocate; or any other reasonable documentary evidence, including a written statement from the employee or any other person who has knowledge of the circumstances. Documentation need not explain the nature of the employee’s or a family member’s health condition or the details of the domestic violence.

**Payment.** Earned sick leave will be paid at the same rate the employee earns from the employee’s employment at the time the employee uses such leave, unless otherwise required by applicable law, and no less than the applicable minimum wage. Use of earned sick leave is not considered hours worked for purposes of calculating overtime.

**Carryover & Payout.** Employees may generally carry over half of their accrued, unused earned sick leave to the following year up to a maximum of twenty (20) hours, except that if the employee starts employment other than on the first day of the year, the figure will not be halved at the end of the first year and the twenty (20) hour limit shall apply. Employees also can carry over up to forty (40) additional hours to be used exclusively for FMLA purposes such that the total carryover is limited to a maximum of sixty (60) hours to the following year. Unused earned sick leave will not be paid at separation.
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Interaction with FMLA. When employees use earned sick leave while on FMLA, the notice and documentation/certification requirements under the FMLA, and any other applicable provisions of the FMLA, take precedence to the extent they conflict with a provision of this policy.

Enforcement & Retaliation. The Company prohibits retaliation against employees for requesting or using earned sick leave or for filing a claim with the Chicago Department of Business Affairs and Consumer Protection or the Cook County Commission on Human Rights. Employees who believe that their legal rights have been violated are encouraged to contact Human Resources. Employees may make a complaint with the Cook County Commission on Human Rights in person (69 W. Washington, 30th Floor, Chicago, IL 60602), by email (human.rights@cookcountyil.gov), or by telephone (312-603-1100).

For additional information on this policy, please contact Human Resources.

Please refer to the leave summary specific to your contract for additional details.

IV. School Visitation Leave

Employees who have completed six (6) months of employment may be eligible for up to eight (8) hours of unpaid leave during any school year to attend their child’s school conference or classroom activity that cannot be scheduled during non-work hours. Leave may not exceed four (4) hours on any given day.

Employees must provide at least seven (7) days’ notice, except in cases of emergency, and the leave is to be scheduled so as not to unduly disrupt the operations of the Company. Time taken for leave may be made up in accordance with the School Visitation Rights Act.

Employees must substitute available paid time off (other than sick or disability leave) during unpaid leave taken under this policy.

Employees must also provide documentation of the school visit within two (2) working days of returning from leave.

V. Leave for Domestic/Sexual/Gender Violence

In accordance with the Illinois Victims’ Economic Security and Safety Act, employees who are the victims of domestic or sexual violence, or who have family or household members who are the victims of domestic, sexual or gender violence, may be eligible for up to twelve (12) weeks of unpaid leave within any 12-month period.

Employees must substitute available paid time off during unpaid leave taken under this policy, but this substitution does not extend the 12-week period. Leave runs concurrently with Family and Medical Leave and therefore does not extend any unpaid time available to the employee under Family and Medical Leave.

Reasons for Leave. Eligible employees may take domestic violence leave if they are, or if a family or household member is, experiencing an incident of domestic, sexual or gender violence, so that they or a member of their family or household may:

1) Seek medical attention for or recover from physical or psychological injuries caused by domestic, sexual or gender violence;
2) Obtain services from a victim’s services organization;
3) Obtain psychological or other counseling;


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4) Participate in safety planning, temporary or permanent relocation, or take other actions to increase their physical safety or economic security; or
5) Seek legal assistance or remedies to ensure their health and safety.

Notice and Certification of the Need for Leave. Eligible employees must provide the Company with at least forty-eight (48) hours advance notice of the need for leave, unless such notice is not practicable. To request leave, an employee must provide a sworn statement indicating that the employee or a family or household member is a victim of domestic, sexual or gender violence and that leave is necessary for one of the reasons described above.

The employee seeking leave also must provide supporting documentation from one of the following sources: (1) a victim’s services organization; (2) a member of the clergy; (3) a medical professional from which the employee or family or household member has sought assistance; (4) a police report or court record; or (5) any other corroborating evidence.

Intermittent and Reduced Schedule Leave. Unpaid leave may be taken intermittently (in separate blocks of time) or on a reduced leave schedule (reducing the usual number of hours worked per workweek or work day).

Employee Benefits. During an approved leave, the Company will maintain the employee’s health benefits as if the employee continued to be actively employed. If paid time off is substituted for unpaid leave, the Company will deduct the employee’s portion of any applicable health plan premium as a regular payroll deduction. If the employee’s leave is unpaid, the employee must make arrangements with Human Resources prior to taking leave to pay their portion of any applicable health insurance premiums each month. If the employee elects not to return to work at the end of the leave period, the employee will be required to reimburse the Company for the cost of the health benefit premiums paid by the Company for maintaining coverage during the unpaid leave period, unless the employee cannot return to work because of continuation, recurrence, or onset of domestic, sexual or gender violence or other circumstances beyond the employee’s control.

Periodic Reports. During a leave, an employee must provide periodic reports (at least every thirty (30) days) regarding the employee’s status and any change in the employee’s plans on returning to work.

Returning from Leave. Upon returning from leave, employees will be restored to the same or an equivalent position.

For additional information on this leave, please contact Human Resources.

VI. Child Bereavement Leave

An employee who is eligible for leave under the federal Family and Medical Leave Act (FMLA) and who suffers the loss of a child may take up to two (2) weeks (10 work days) of unpaid leave for any or all of the following purposes:
1) to attend the funeral or alternative to a funeral,
2) to make arrangements necessitated by the death of the employee’s child, or
3) to grieve the death of the employee’s child.

For purposes of this policy, “child” means an employee’s son or daughter who is a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis.
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Leave under this policy is only available to employees who have not exhausted their FMLA leave entitlement at the time bereavement leave is requested. In the event of the death of more than one child in a 12-month period, an employee may take up to a total of six (6) weeks of bereavement leave during the 12-month period. Bereavement leave must be completed within sixty (60) days of the date on which the employee received notice of the death of the employee’s child.

An employee requesting leave under this policy generally must provide the Company with at least forty-eight (48) hours’ advance notice of the intention to take bereavement leave, unless providing such notice is not reasonable and practicable under the circumstances.

Employees may substitute available paid time off while taking unpaid leave under this policy, but this substitution does not extend the length of the leave.

The Company may require reasonable documentation in connection with leave taken under this policy.

Employees will not be subject to adverse action for exercising rights or attempting to exercise rights under this policy, opposing practices that they believe to be in violation of this policy, or supporting the exercise of rights of another under this policy.
I. **Pregnancy Disability Leave**

Employees are entitled to an unpaid leave of absence for the period that the employee is disabled due to pregnancy, childbirth or related medical conditions or for up to eight (8) weeks, whichever is less. The Company may require verification of disability. Timely notice of leave is required. Leave runs concurrently with any other leave provided by the Company to the extent permitted by applicable law. Employees may substitute accrued paid time off during unpaid leave under this policy, but this substitution does not extend the length of the leave.

For additional information on this leave, please contact Human Resources.
I. Kentucky Pregnant Workers Act

Pursuant to the Kentucky Pregnant Workers Act (the “Act”), employees have the right to be free from discrimination in relation to pregnancy, childbirth, and related medical conditions, including the right to reasonable accommodations for conditions related to pregnancy.

The Company will provide a reasonable accommodation for an employee with limitations related to pregnancy, childbirth, or related medical conditions including, but not limited to, lactation or the need to express breast milk for a nursing child if the employee requests such an accommodation; provided, however, that the Company may deny such an accommodation if the accommodation would impose an undue hardship on the Company’s program, enterprise or business. Such accommodations may include, but are not limited to: (i) more frequent or longer breaks; (ii) time off to recover from childbirth; (iii) acquisition or modification of equipment; (iv) appropriate seating; (v) temporary transfer to a less strenuous or less hazardous position; (vi) job restructuring; (vii) light duty; (viii) modified work schedule; or (ix) private space that is not a bathroom for expressing breast milk.

Upon request for an accommodation from the employee, the Company will engage in a timely, good faith and interactive process with the employee to determine effective reasonable accommodations.

The Company will not require an employee to take leave from work if another reasonable accommodation can be provided to the employee.

The Company will not deny employment opportunities or take adverse action against an employee based on pregnancy, childbirth, or related medical conditions with respect to the terms, conditions, or privileges of employment or for requesting or accepting a reasonable accommodation.

Employees with questions or concerns regarding this policy or who would like to request an accommodation should contact Human Resources.

II. Adoption Leave

Employees are entitled to an unpaid leave of absence of up to six (6) weeks for the purposes of adopting a child under age seven. Advance written notice is required. The Company may require verification of adoption. Leave runs concurrently with any other leave provided by the Company to the extent permitted by applicable law. Employees may substitute accrued paid time off during unpaid leave under this policy, but this substitution does not extend the length of the leave.

For additional information on this leave, please contact Human Resources.
I. **School Visitation Leave**

The Company will grant employees who are parents or guardians of school-age children up to sixteen (16) hours of unpaid leave during any 12-month period to observe or participate in conferences or classroom activities related to the employee’s dependent children for whom the employee is the legal guardian that are conducted at the child’s school or day care center, if such activities cannot reasonably be scheduled during the non-work hours of the employee. The employee must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to unduly disrupt the Company’s operations. Employees may substitute accrued paid time off during unpaid leave under this policy, but this substitution does not extend the length of the leave.

For additional information on this leave, please contact Human Resources.

II. **Family and Medical/Pregnancy Leave**

Employees are entitled to an unpaid leave of absence of up to four (4) months for pregnancy disability and leave for up to six (6) weeks on account of normal pregnancy, childbirth, or related medical condition. The Company may require verification of disability. Employees are required to provide reasonable notice of the date that the leave will commence and the estimated duration of leave. Leave runs concurrently with any other leave provided by the Company to the extent permitted by applicable law.

For additional information on this leave, please contact Human Resources.
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MAINE SUPPLEMENT

I. Sexual Harassment (Addendum to Discrimination, Sexual and Other Harassment & Retaliation Prevention Policy)

While employees are encouraged to report claims internally, if an employee believes that the employee has been subjected to sexual harassment, the employee may file a formal complaint with the government agency or agencies set forth below. Using the Company’s complaint process does not prohibit an employee from filing a complaint with this agency:

Maine Human Rights Commission
51 State House Station
Augusta, ME 04333-0051
PHONE: 207-624-6050
TTY/TTD: 207-624-6064
FAX: 207-624-6063

Employees may file a complaint with the Maine Human Rights Commission within 300 days of the date of alleged sexual harassment.

II. Family and Medical Leave (Addendum to FMLA Policy)

Like the Family and Medical Leave Act ("FMLA") Policy described elsewhere in this handbook, the Maine Family and Medical Leave Act ("MFMLA") may require employers to provide family and medical leaves of absence for eligible employees. Either or both of these laws may apply to a leave. Where both laws apply, any leave taken will be counted under both laws at the same time. This policy will be interpreted to comply with the law(s) that apply to a particular leave. This policy provides employees information concerning any MFMLA entitlements and obligations that differ from the FMLA entitlements and obligations that are set forth elsewhere in this handbook. If employees have any questions concerning MFMLA leave, they should contact Human Resources.

Eligibility. MFMLA leave is available to “MFMLA eligible employees.” To be an MFMLA eligible employee, an employee must:

1) Have been employed by a Company for at least twelve (12) consecutive months; and
2) Be employed by an employer that employs fifteen (15) or more employees at a single site in Maine.

Basic Family and Medical Leave Entitlement. The FMLA provides eligible employees up to twelve (12) workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The MFMLA provides eligible employees up to ten (10) workweeks of unpaid leave for certain family reasons during a 24-month period. The 24-month MFMLA period and/or 12-month FMLA period is determined based on a rolling period measured backwards from the date the employee’s leave will be taken. The total leave will not exceed twelve (12) weeks in any 12-month period (FMLA) or ten (10) weeks in any 24-month period (MFMLA), except for leave to care for an injured Servicemember, which will not exceed twenty-six (26) weeks of leave during a single 12-month period. It is the Company’s policy to provide the greater leave benefit provided under the FMLA or MFMLA and to run leave concurrently under the FMLA and MFMLA whenever possible.

In addition to the entitlements outlined in the FMLA policy, leave under the MFMLA may be taken for any one, or for a combination, of the following reasons:

1) To care for the employee’s domestic partner’s child after birth or placement for adoption;
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2) To care for the employee’s domestic partner or sibling with a serious health condition;
3) To donate an organ for human organ transplant; or
4) If the employee’s spouse, domestic partner, parent, sibling, or child, who is a member of state military forces or the United States Armed Forces (including the National Guard and Reserves), dies or incurs a serious health condition while on active duty.

Unlike the FMLA, MFMLA does not cover leave for certain qualifying exigencies or to care for the employee’s child after placement for foster care.

Leave Because of the Birth or Placement of a Child. Unlike FMLA, under MFMLA, there is no requirement that leave because of the birth of a child or placement of a child with the employee for adoption must be concluded within the 12-month period beginning on the date of birth or placement.

Protection of Group Health Insurance and Other Benefits. If an employee is taking MFMLA leave only, the continuation requirements for group health plans under the FMLA are not applicable to group health plans covered under ERISA. Therefore, an employee who is on MFMLA only leave likely will trigger COBRA requirements due to a reduction in hours worked.

Restoration of Employment and Benefits. As with FMLA leave, at the end of MFMLA leave, subject to some exceptions, employees generally have the right to return to the same or equivalent position with equivalent pay, benefits and other terms. There is no key employee exception under the MFMLA.
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MARYLAND SUPPLEMENT

I. Pregnancy Accommodations

In compliance with Maryland law, if a pregnant employee requests an accommodation for a disability caused or contributed to by pregnancy, the Company will explore reasonable accommodations with the pregnant employee, and it will endeavor to provide a reasonable accommodation unless doing so would impose an undue hardship on the Company. Such accommodations may include changing the employee’s job duties; changing the employee’s work hours; relocating the employee’s work area; providing mechanical or electrical aids; transferring the employee to a less strenuous or less hazardous position; or providing leave.

The Company may require certification from the employee’s health care provider concerning the medical advisability of a reasonable accommodation to the same extent a certification is required for other temporary disabilities. A certification should include: (1) the date the reasonable accommodation became medically advisable; (2) the probable duration of the reasonable accommodation; and (3) an explanatory statement as to the medical advisability of the reasonable accommodation.

Employees with questions or concerns regarding this policy or who would like to request an accommodation should contact Human Resources.

II. Baltimore Lactation Accommodation Policy

Pursuant to the Baltimore City Lactation Accommodation in the Workplace Ordinance (the “Ordinance”), employees have a legal right to request a lactation accommodation.

The Company will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk, to the extent required and in accordance with applicable law. The break time, if possible, must run concurrently with rest and meal periods already provided to the employee. If the break time cannot run concurrently with rest and meal periods already provided to the employee, the break time will be unpaid, to the extent permitted by applicable law.

The Company will provide employees with the use of a room or location within close proximity to the employee’s work area, as defined by applicable law, other than a bathroom or closet, for the employee to express milk in private. This location may be the employee’s private office, if applicable.

Those who wish to request such an accommodation may submit a request to Human Resources. The Company will respond to this request within five (5) business days and engage in an interactive process with the employee to determine lactation break periods and a lactation location appropriate for the employee. The Company may not be able to provide lactation breaks or a lactation location if doing so would impose an undue hardship on the Company. If the Company is unable to provide lactation breaks or a lactation location, or provides a lactation location that does not fully comply with the Ordinance or the Company asserts any waiver or variance granted pursuant to the Ordinance, the Company will, in response to any request for a lactation accommodation, provide a written response specifying the reasons why the Company cannot provide a lactation breaks or a lactation location.

Retaliation against an employee for exercising their right under that Ordinance is prohibited. An employee who believes their rights under the Ordinance have been violated may file a complaint with Human Resources or with the Baltimore Community Relations Commission.

Employees can contact Human Resources with questions regarding this policy.
III. Maryland Earned Sick and Safe Leave

**Eligibility.** The Company provides paid earned sick and safe leave (ESSL) to eligible employees who regularly work at least twelve (12) hours per week in Maryland pursuant to the Maryland Healthy Working Families Act (the “Act”). For employees who work in Maryland who are eligible for sick time per the applicable leave summary, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the per the applicable leave summary.

**Accrual.** Employees begin to accrue ESSL pursuant to this policy at the start of employment. Employees accrue ESSL at a rate of one (1) hour for every thirty (30) hours worked, up to a maximum accrual of forty (40) hours of paid ESSL per calendar year, and sixty-four (64) hours of paid ESSL at any time. Employees will not accrue ESSL during any: (i) Two (2) week pay period in which the employee worked fewer than twenty-four (24) hours total; (ii) One (1) week pay period if the employee worked fewer than a combined total of twenty-four (24) hours in the current and the immediately preceding pay period; or (iii) Pay period in which the employee is paid twice a month regardless of the number of weeks in a pay period; and the employee worked fewer than twenty-six (26) hours in the pay period. Exempt employees are assumed to work forty (40) hours in each workweek unless their normal workweek is less than forty (40) hours, in which case ESSL accrues based upon that normal workweek. For purposes of this policy, the calendar year is the consecutive 12-month period beginning January 1st and ending on December 31st.

**Usage.** Employees may begin using ESSL under this policy after the one hundred and sixth (106th) calendar day of employment. Employees may use ESSL in the smallest increment that the Company’s payroll system uses to account for absences or work time, and no employee will be required to take ESSL in an increment of more than four (4) hours. An employee may not use more than sixty-four (64) hours of accrued ESSL per calendar year.

An employee may use ESSL under this policy for the following reasons:

1) To care for or treat the employee’s mental or physical illness, injury, or condition or obtain preventive medical care;
2) To care for a family member with a mental or physical illness, injury, or condition, or obtain preventive medical care for a family member;
3) For maternity or paternity leave; or
4) If the absence from work is due to domestic violence, sexual assault, or stalking committed against the employee or the employee’s family member and the leave is used either during the time that the employee has temporarily relocated due to domestic violence, sexual assault, or stalking or to obtain (for the employee or the employee’s family):
   a) medical or mental health attention that is related to the domestic violence, sexual assault, or stalking;
   b) services from a victim services organization related to the domestic violence, sexual assault, or stalking; or
   c) legal services or proceedings related to the domestic violence, sexual assault, or stalking.

For purposes of this policy, family member means (1) a biological, adopted, foster, or step child of the employee; a child for whom the employee has legal or physical custody or guardianship; or a child for whom the employee stands in loco parentis, regardless of child’s age; (2) a biological, adoptive, foster, or step parent of the employee or the employee’s spouse; legal guardian of the employee; or an individual who acted as a parent or stood in loco parentis to the employee or the employee’s spouse when the employee or the employee’s spouse was a minor; (3) Spouse of the employee; (4) a biological, adoptive, foster, or step grandparent of the employee; (5) a biological, adoptive, foster, or step grandchild of the employee; or (6) a biological, adopted, foster, or step sibling of the employee.
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Unless the employee advises the Company otherwise, we will assume, subject to applicable law, that employees want to use available earned sick and safe leave for absences for reasons set forth above and employees will be paid for such absences to the extent they have earned sick and safe leave available.

Employees will be notified of available ESSL each time wages are paid on employee pay stubs.

**Notice & Documentation.** To use ESSL, an employee must request leave from the Company as soon as practicable after determining the need for leave and provide notification of the anticipated duration of the leave. When requesting ESSL that is foreseeable, employees must provide advance notice of seven (7) days before the date the ESSL will begin. When requesting ESSL that is not foreseeable, employees must provide notice as soon as practicable. Failure to provide such notice may result in denial of the employee's request for ESSL if the absence will cause a disruption to the Company.

The Company may require an employee to provide verification that the leave was used in accordance with applicable law when the employee uses ESSL:

- For more than two (2) consecutive scheduled shifts; or
- Between the first one hundred and seven (107) and one hundred and twenty (120) calendar days of employment and the employee agreed to provide verification at the time of hire.

If an employee fails to provide such verification, the Company may deny any subsequent request from the employee to take ESSL for the same reason.

An employee’s use of ESSL will not be conditioned upon searching for or finding a replacement worker.

**Payment.** ESSL under this policy will be calculated based on the employee’s wage rate at the time of absence.

**Carryover & Payout.** An employee may carry over up to forty (40) hours of accrued, unused ESSL under this policy. Accrued but unused ESSL under this policy will not be paid at separation.

**Enforcement & Retaliation.** The Company prohibits retaliatory or adverse action against any employee who exercises their rights under the Act. However, an employee is prohibited from filing a complaint, bringing an action, or testifying in an action alleging violations of the Act in bad faith. If so, they may be subject to criminal penalties and fines. Employees have the right to file a complaint with the Commissioner of Labor and Industry, or bring a civil action to enforce an order against the Company if their rights are restrained under the Act.

Employees with questions regarding this policy can contact Human Resources.

Please refer to the leave summary specific to your contract for additional details.

IV. Montgomery County Earned Sick and Safe Leave (FOR EMPLOYEES ALSO COVERED UNDER THE MARYLAND HEALTHY WORKING FAMILIES ACT)

**Eligibility.** The Company provides paid earned sick and safe leave (ESSL) to eligible employees who regularly work at least eight (8) hours per week in Montgomery County pursuant to the Montgomery County Earned Sick and Safe Leave Law and the Maryland Healthy Working Families Act (the “Act”). For employees who work in Montgomery County who are eligible for sick time per the applicable leave summary, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or
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issues than the per the applicable leave summary.

Accrual. Employees begin to accrue ESSL pursuant to this policy at the start of employment. Employees accrue ESSL at a rate of 1 hour for every 30 hours worked, up to a maximum accrual of 56 hours of paid ESSL per calendar year. Exempt employees are assumed to work forty (40) hours in each workweek unless their normal workweek is less than forty (40) hours, in which case ESSL accrues based upon that normal workweek. For purposes of this policy, the calendar year is the consecutive 12-month period beginning January 1st and ending on December 31st.

Usage. Employees may begin using ESSL under this policy after the 90th day of employment. Employees may use ESSL in the smallest increment that the Company’s payroll system uses to account for absences or work time, and no employee will be required to take ESSL in an increment of more than four (4) hours. An employee may not use more than 80 hours of accrued ESSL per calendar year.

An employee may use ESSL under this policy for the following reasons:

1) To care for or treat the employee’s mental or physical illness, injury, or condition or obtain preventive medical care;
2) To care for a family member with a mental or physical illness, injury, or condition, or obtain preventive medical care for a family member;
3) If the employer's place of business has closed by order of a public official due to a public health emergency;
4) If the school or child care center for the employee's family member is closed by order of a public official due to a public health emergency;
5) To care for a family member if a health official or health care provider has determined that the family member's presence in the community would jeopardize the health of others because of the family member's exposure to a communicable disease; or
6) If the absence from work is due to domestic violence, sexual assault, or stalking committed against the employee or the employee's family member and the leave is used either during the time that the employee has temporarily relocated due to domestic violence, sexual assault, or stalking or to obtain (for the employee or the employee's family):
   a) medical or mental health attention related to the domestic violence, sexual assault, or stalking;
   b) services from a victim services organization related to the domestic violence, sexual assault, or stalking; or
   c) legal services, including preparing for or participating in a civil or criminal proceeding related to the domestic violence, sexual assault, or stalking;
7) For the birth of a child, or for the placement of a child with an employee for adoption or foster care;
8) To care for a newborn, newly adopted, or newly placed child within one year of birth, adoption, or placement.

For purposes of this policy, family member means (1) a biological, adopted, foster, or step child of the employee; a child for whom the employee has legal or physical custody or guardianship; a child for whom the employee stands in loco parentis, regardless of the child’s age; or a child for whom the employee is the primary caregiver; (2) a biological, adoptive, foster, or step parent of the employee or the employee’s spouse; legal guardian of the employee; or an individual who acted as a parent, stood in loco parentis, or served as the primary caregiver of the employee or employee’s spouse when the employee or employee’s spouse was a minor; (3) spouse of the employee; (4) a biological, adoptive, foster, or step grandparent of the employee or spouse of the grandparent; (5) a biological, adoptive, foster, or step grandchild of the employee; or (6) a biological, adopted, step, or foster sibling of the employee, or the spouse of a biological, adopted, or foster sibling of the employee.
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Unless the employee advises the Company otherwise, we will assume, subject to applicable law, that employees want to use available earned sick and safe leave for absences for reasons set forth above and employees will be paid for such absences to the extent they have earned sick and safe leave available.

Employees will be notified of available ESSL each time wages are paid on employee pay stubs.

**Notice & Documentation.** To use ESSL, an employee must request leave from the Company as soon as practicable after determining the need for leave and provide notification of the anticipated duration of the leave. When requesting ESSL that is foreseeable, employees must provide advance notice to their manager at least five (5) days prior to the absence. When requesting ESSL that is not foreseeable, employees must provide notice to their manager within two (2) hours of their scheduled start time or as soon as practicable under the circumstances.

The Company may require an employee who uses more than three (3) consecutive days of ESSL to provide reasonable documentation to verify that the leave was used in accordance with this policy.

An employee’s use of ESSL will not be conditioned upon searching for or finding a replacement worker.

**Payment.** ESSL under this policy will be calculated based on the employee’s base pay rate at the time of absence, unless otherwise required by applicable law, which in no event will be less than minimum wage. Use of ESSL is not considered hours worked for purposes of calculating overtime.

**Carryover & Payout.** An employee may carry over up to 56 hours of accrued, unused ESSL under this policy. Accrued but unused ESSL under this policy will not be paid at separation.

**Enforcement & Retaliation.** The Company prohibits retaliation against any employee who asserts their rights to receive ESSL. Employees also have the right to file a complaint with the Director of the Montgomery County Office of Human Rights for a violation of any rights granted by the Montgomery County Earned Sick and Safe Leave Law. Employees also have the right to file a complaint with the Maryland Commissioner of Labor and Industry (1100 North Eutaw Street, Room 607 | Baltimore, MD 21201; ssl.assistance@maryland.gov), or bring a civil action to enforce an order against the Company if their rights are restrained under the Act. However, an employee is prohibited from filing a complaint, bringing an action, or testifying in an action alleging violations of the Act in bad faith. If so, they may be subject to criminal penalties and fines.

Employees with questions regarding this policy can contact Human Resources.

**III. Parental Leave**

Eligible employees are entitled to take unpaid leave, not to exceed six (6) workweeks in any 12-month period, for the birth of a child of the employee or the placement of a child with the employee for adoption or foster care. However, the Company may deny leave if: (1) the denial is necessary to prevent substantial and grievous economic injury to the Company’s operations; and (2) the Company notifies the employee of the denial before the employee begins taking leave.

To be eligible for parental leave, an employee must have been employed by the Company for at least (1) a 12-month period and (2) 1,250 hours during the previous twelve (12) months. Additionally, an employee is not eligible if the employee is employed at a worksite at which the Company employs less than fifteen (15) employees if the total number of employees employed by the Company within 75 miles of the worksite.
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also is less than fifteen (15).

While parental leave is unpaid, employees must substitute accrued paid time off or other paid leave for unpaid leave provided pursuant to this policy.

Employees must provide thirty (30) days written notice of the intention to take parental leave, except no prior notice is required for a premature birth, an unexpected adoption, or an unexpected foster care placement.

While on parental leave, the Company will maintain coverage of a group health plan for the duration of the parental leave in the same manner that coverage would have provided if the employee had not taken parental leave. If an employee fails to return to work after the parental leave has expired, the Company may recover any premiums paid by the Company for maintaining coverage while the employee was on parental leave, and such recovery may occur by deducting the amount of premiums paid from the wages paid to the employee on termination of employment.

An eligible employee who returns to work after taking parental leave generally will be restored to the position held when the leave began or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment. The Company may deny restoration of employment if: (i) the denial is necessary to prevent substantial and grievous economic injury to the Company’s operations; (ii) the Company notifies the employee of the intent to deny restoration of employment at the time the Company determines that economic injury would occur; or (iii) in a case of parental leave that has already begun, the employee elects not to return to employment after receiving notice of the Company’s intent to deny restoration of employment. Additionally, the Company may, during the parental leave period, terminate an eligible employee’s employment for cause.
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MASSACHUSETTS SUPPLEMENT

I. Sexual Harassment (Addendum to Discrimination, Sexual and Other Harassment & Retaliation Prevention Policy)

While employees are encouraged to report claims internally, if an employee believes that they have been subjected to sexual harassment, the employee may file a formal complaint with the government agency or agencies set forth below.

The name, address, and telephone numbers of the state and federal enforcing agencies for our Massachusetts-based employees are as follows:

Massachusetts Commission Against Discrimination (MCAD)
One Ashburton Place
Room 601
Boston, MA 02108
(617) 994-6000
436 Dwight Street
Room 220
Springfield, MA 01103
(413) 739-2145

Denholm Building
484 Main Street, Room 320
Worcester, MA 01608
(508) 799-8010
800 Purchase Street
Room 501
New Bedford, MA 02740
(508) 990-2390

(Federal) Equal Employment Opportunity Commission (EEOC)
John F. Kennedy Federal Building
475 Government Center
Boston, MA 02203
(800) 669-4000 or (800) 669-6820 TTY
info@eeoc.gov

II. Massachusetts Pregnant Workers Fairness Act

Pursuant to Massachusetts Pregnant Workers Fairness Act (the “Act”), employees have the right to be free from discrimination in relation to pregnancy or a condition related to the employee’s pregnancy including, but not limited to, lactation or the need to express breast milk for a nursing child, including the right to reasonable accommodations for conditions related to pregnancy.

The Company will provide a reasonable accommodation for an employee’s pregnancy or any condition related to the employee’s pregnancy including, but not limited to, lactation or the need to express breast milk for a nursing child if the employee requests such an accommodation; provided, however, that the Company may deny such an accommodation if the accommodation would impose an undue hardship on the Company’s program, enterprise or business. “Reasonable accommodations” may include, but are not limited to: (i) more frequent or longer paid or unpaid breaks; (ii) time off to attend to a pregnancy complication or recover from childbirth with or without pay; (iii) acquisition or modification of equipment or seating; (iv) temporary transfer to a less strenuous or hazardous position; (v) job restructuring; (vi) light duty; (vii) private non-bathroom space for expressing breast milk; (viii) assistance with manual labor; or (ix) a modified work schedule; provided, however, that the Company is not required to discharge or transfer an employee with more seniority or promote an employee who is not able to perform the essential functions of the job with or without a reasonable accommodation.
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The Company may require that documentation about the need for a reasonable accommodation come from an appropriate health care or rehabilitation professional; provided, however, that the Company will not require documentation from an appropriate health care or rehabilitation professional for the following accommodations: (i) more frequent restroom, food or water breaks; (ii) seating; (iii) limits on lifting more than 20 pounds; and (iv) private non-bathroom space for expressing breast milk. The Company also may require documentation for an extension of the accommodation beyond the originally agreed to accommodation.

The Company will not:

1) take adverse action against an employee who requests or uses a reasonable accommodation in terms, conditions or privileges of employment including, but not limited to, failing to reinstate the employee to the original employment status or to an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits and other applicable service credits when the need for a reasonable accommodation ceases;

2) deny an employment opportunity to an employee if the denial is based on the need of the Company to make a reasonable accommodation to the known conditions related to the employee’s pregnancy including, but not limited to, lactation or the need to express breast milk for a nursing child;

3) require an employee affected by pregnancy, or require said employee affected by a condition related to the pregnancy, including, but not limited to, lactation or the need to express breast milk for a nursing child, to accept an accommodation that the employee chooses not to accept, if that accommodation is unnecessary to enable the employee to perform the essential functions of the job;

4) require an employee to take a leave if another reasonable accommodation may be provided for the known conditions related to the employee’s pregnancy, including, but not limited to, lactation or the need to express breast milk for a nursing child, without undue hardship on the Company’s program, enterprise or business;

5) refuse to hire a person who is pregnant because of the pregnancy or because of a condition related to the person’s pregnancy, including, but not limited to, lactation or the need to express breast milk for a nursing child; provided, however, that the person is capable of performing the essential functions of the position with a reasonable accommodation and that reasonable accommodation would not impose an undue hardship, demonstrated by the Company, on the Company’s program, enterprise or business.

An employee who notifies the Company of a pregnancy or an employee who notifies the Company of a condition related to the employee’s pregnancy including, but not limited to, lactation or the need to express breast milk for a nursing child will receive an additional copy of this notice not more than 10 days after such notification.

If employees have any questions about or would like to request a reasonable accommodation pursuant to this policy, they should contact Human Resources.

III. Massachusetts Earned Paid Sick Time

Eligibility. The Company provides earned sick time to employees whose primary place of work is in Massachusetts. For employees whose primary place of work is in Massachusetts and are eligible for sick time per the applicable leave summary and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the per the applicable leave summary and/or any other applicable sick time/leave law or ordinance.

Accrual. Employees begin accruing earned sick time at the start of employment. Eligible employees will
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accrue one (1) hour of earned sick time for every thirty (30) hours worked, up to a maximum accrual of forty (40) hours each calendar year. Exempt employees are assumed to work forty (40) hours in each workweek unless their normal workweek is less than forty (40) hours, in which case sick time accrues based upon that normal workweek. For purposes of this policy, the calendar year is the consecutive 12-month period beginning January 1st and ending on December 31st.

Usage. Employees may begin using accrued earned sick time on the 90th day of employment. The smallest amount of earned sick time an employee can use is one (1) hour. For uses beyond one hour, employees may use earned sick time in hourly increments or in the smallest increment the Company's payroll system uses to account for absences or use of other time. An employee may not use more than forty (40) hours of earned sick time in any calendar year.

Employees may use earned sick time for the following reasons:

1) to care for the employee’s child (which includes a biological, adopted, or foster child, stepchild, legal ward, or child of a person standing in loco parentis), spouse (as defined by the marriage laws of the commonwealth, which includes a partner in a same-sex marriage), parent, or parent of a spouse, who is suffering from a physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care;

2) to care for the employee’s own physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care;

3) to attend the employee’s routine medical appointment or a routine medical appointment for the employee’s child, spouse, parent, or parent of a spouse;

4) for travel to and from an appointment, a pharmacy, or other location related to the purpose for which earned sick time was taken; or

5) to address the psychological, physical or legal effects of domestic violence.

Unless the employee advises the Company otherwise, we will assume, subject to applicable law, that employees want to use available earned sick time for absences for reasons set forth above and employees will be paid for such absences to the extent they have earned sick time available.

Earned sick time may not be used as an excuse to be late for work if the lateness is not related to one of the reasons described above. Additionally, employees may not accept a specific shift assignment with the intention of calling out sick for all or part of the shift.

Use of earned sick time may run concurrently with time off provided under the FMLA, the Massachusetts Parental Leave Act, the Massachusetts Domestic Violence Leave Act, the Massachusetts Small Necessities Leave Act, or time off pursuant to any other applicable law, if applicable, and to the extent permitted by applicable law.

Notice and Documentation. Employees must comply with the Company’s attendance and call-in policy when providing notice. Employees must make a good faith effort to provide notice of this need to use earned sick time if the need is foreseeable. Specifically, if an employee’s need for the use of earned sick time is due to a pre-scheduled or foreseeable absence, seven (7) days’ advance notice to their Manager/Supervisor is required. If an employee anticipates a multi-day absence from work, employees must provide notification of the expected duration of the leave, or, if unknown, must provide notification on a daily basis, unless the circumstances make such notice unreasonable. If an employee’s need for the use of earned sick time is unforeseeable, notice must be provided as soon as is practicable under the circumstances.

When providing notice or reporting an absence for a covered purpose, employees are not required to explicitly reference earned sick time, but the Company may, in accordance with applicable laws regarding
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privacy and confidentiality of medical information, review with employees the covered purposes for which earned sick time may be used.

For any earned sick time used, employees must verify in writing that they have used the time for a covered reason, but will not be required to explain the nature of the illness or the details of the domestic violence.

The Company will also require supporting documentation if an employee’s use of earned sick time:

1) covers more than twenty-four (24) consecutively scheduled work hours or three (3) consecutive scheduled work days;
2) occurs within two (2) weeks prior to an employee’s final scheduled day of work before termination of employment, except in the case of temporary employees;
3) occurs after three (3) unforeseeable and undocumented absences within a three (3) month period for employees aged 17 and under; or
4) occurs after four (4) unforeseeable and undocumented absences within a three (3) month period for all other employees.

Documentation signed by a health care provider indicating the need for earned sick time taken constitutes acceptable certification for sick time taken for reasons 1 through 4 set forth in the Usage section above, except employees who do not have health care covered through a private insurer. The MA Healthcare Connector and related insurers may provide a signed, written statement evidencing the need for the use of the earned sick time, without being required to explain the nature of the illness, in lieu of documentation by a health care provider. Acceptable documentation for earned sick time taken for reason 5 can include: (1) a restraining order or other documentation of equitable relief issued by a court of competent jurisdiction; (2) a police record documenting the abuse; (3) documentation that the perpetrator of the abuse has been convicted of one or more offenses where the victim was a family or household member; (4) medical documentation of the abuse; (5) a statement provided by a counselor, social worker, health worker, member of the clergy, shelter worker, legal advocate or other professional who has assisted the individual in addressing the effects of the abuse on the individual or the individual's family; or (6) a sworn statement from the individual attesting to the abuse. The Company will not require that the documentation explain the nature of the illness or the details of the domestic violence. Documentation can be submitted in person or by another reasonable method, including email.

Documentation must be provided within seven (7) days of an employee taking earned sick time, unless, for good cause shown or as otherwise permitted by the Company, an employee requires more time to provide such documentation. Failure to comply with the Company’s reasonable documentation requirements, without a reasonable justification, may result in the Company recouping the amount paid for earned sick time from future pay, as an overpayment, or otherwise taking appropriate action, to the extent permitted by applicable law.

The Company may require employees to provide a fitness-for-duty certification, a work release, or other documentation from a medical provider before returning to work after an absence during which earned sick time was used.

Payment. Earned sick time will be paid at the same hourly rate as the employee earns from the employee’s employment at the time the employee uses such time, unless otherwise required by applicable law. Use of sick time is not considered hours worked for purposes of calculating overtime.

Carryover & Payout. Up to forty (40) hours of accrued, unused earned sick time under this policy can be carried over to the following calendar year, but employees are subject to an accrual cap of forty (40) hours. Once the accrual cap is reached, earned sick time will stop accruing until some earned sick time is used,
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at which point accrual will resume, subject to the maximum annual accrual of forty (40) hours and the accrual cap of forty (40) hours. Accrued but unused earned sick time under this policy will not be paid at separation.

Enforcement & Retaliation. Employees may be subject to disciplinary action for misuse of earned sick time if they are engaging in fraud or abuse of benefits available under this policy.

The Company will not tolerate retaliation against an employee who opposes practices that the employee believes to be in violation of earned sick time law or because the employee supports the exercise of rights of another employee under the earned sick time law. Employees may also file an action in court to enforce their earned sick time rights.

Employees with questions regarding this policy should contact Human Resources.

Please refer to the leave summary specific to your contract for additional details.

IV. Small Necessities Leave

Pursuant to the Small Necessities Leave Act (“SNLA”), eligible employees may take up to twenty-four (24) work hours of unpaid leave during a 12-month period for the purpose of tending to certain family matters which include:

1) Participating in school activities directly related to the educational advancement of an employee’s son or daughter, for instance, a parent-teacher conference or an interview at a new school;
2) Accompanying an employee’s son or daughter to a routine medical or dental appointment; for instance, a check-up or vaccination; or
3) Accompanying an elderly relative to a routine medical or dental appointment or one related to the elder’s care, for instance, to an interview at a nursing or group home.

The twenty-four (24) hours of unpaid leave are in addition to leave permitted by the FMLA and Parental Leave (pursuant to the Massachusetts Maternity Leave Act).

Employees who are “Eligible” for Leave. Employees are “eligible” to take SNLA leave only if they:

1) Have worked for the Company for at least twelve (12) months;
2) Have worked 1,250 hours during the twelve (12) months; and
3) Work for an employer with at least fifty (50) employees who work within 75 miles of the employee’s work site.

Meaning of “12-Month Period.” The 12-month period during which an eligible employee can take a leave under this policy is a rolling period. This period is measured backward from the date an employee uses SNLA leave. An eligible employee’s leave entitlement consists of up to twenty-four (24) hours of SNLA leave during this rolling 12-month period. Employees with questions regarding the 12-month period should contact Human Resources.

Use of Leave. This time does not have to be taken consecutively. An eligible employee may take SNLA leave intermittently and need not use the entire twenty-four (24) hour leave at once. However, the leave taken cannot exceed twenty-four (24) hours during the twelve 12-month period.

If an employee is entitled to any paid leave under the Company’s paid time off policies, that leave must be
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used before any unpaid leave under this policy will be granted.

Notice and Documentation. Whenever the need for leave is foreseeable, employees must provide the Company with at least seven (7) day’s notice prior to taking the leave. In all other instances, employees are requested to provide as much notice as possible. The Company may request written certification confirming the necessity for the leave.

Employees with questions or concerns regarding this policy can contact Human Resources.

V. Parental Leave

An employee who has completed three (3) consecutive months of full-time employment may be entitled to eight (8) weeks of parental leave for the purpose of giving birth or for the placement of a child under the age of eighteen (18), or under the age of twenty-three (23) if the child is mentally or physically disabled, for adoption with the employee who is adopting or intending to adopt the child or for the placement of a child with an employee pursuant to a court order. An employee who either has multiple births or adopts more than one child at the same time is entitled to eight (8) weeks of leave for each child. If two Company employees seek to take parental leave in connection with the same child, then they are entitled to a total of eight (8) weeks of parental leave in the aggregate for the birth or adoption of that child.

In order to be eligible for this leave, an employee must give notice of the anticipated date of departure and intention to return to work to their Manager/Supervisor at least two (2) weeks in advance, or as soon as practicable if the delay is for reasons beyond the employee’s control. Parental leave will be without pay, except that if an employee has accrued unused paid time off, an employee may choose to use such time concurrently with all or part of the leave. Thus, if an employee is eligible for both FMLA leave and parental leave under this policy, the employee may (but is not required to) use accrued paid time off for the period of leave covered by this policy.

At the conclusion of a parental leave, the employee will be reinstated to the employee’s previous position or a similar position with the same rate of pay the employee received at the commencement of the leave. The Company, however, may not reinstate an employee on parental leave to the previous position or a similar position if other employees of equal seniority or status in the same or similar position(s) have been laid off due to economic conditions or have been otherwise affected by changes in employment conditions during the period of leave. While parental leave may be extended, unless otherwise provided by applicable law, reinstatement may not be guaranteed at the conclusion of a parental leave that was more than eight (8) weeks in duration.

A parental leave will not affect an employee’s ability to receive paid time off, bonuses, advancement, seniority or other benefits for which the employee was eligible on the date leave began, however, the leave period will not be included in the computation of such benefits. Parental leave runs concurrently with leave provided under any other applicable policy in the Handbook including, without limitation, leave under the FMLA policy, if applicable. Parental leave also runs concurrently with any time period qualifying an employee for receipt of monetary benefits, including benefits received under any short-term disability policy. The receipt of such monetary benefits or use of paid time off during any period of parental leave does not extend the length of the leave.

Employees with questions or concerns regarding this policy can contact Human Resources.

VI. Leave for Domestic Abuse

Employees are entitled to up to fifteen (15) days of unpaid leave from work in any 12-month period if, as
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defined by applicable law, the employee, or a family member of the employee, is a victim of abusive behavior and the employee is not the perpetrator of the abusive behavior against such employee’s family member. Domestic abuse leave may be taken to:

1) Seek or obtain medical attention, counseling, victim services or legal assistance;
2) Secure housing;
3) Obtain a protective order from a court;
4) Appear in court or before a grand jury;
5) Meet with a district attorney or other law enforcement official;
6) Attend child custody proceedings; or
7) Address other issues directly related to the abusive behavior against the employee or family member of the employee.

Except in cases of imminent danger to the health or safety, an employee seeking leave from work under this policy must provide appropriate advance notice of the leave to the Company. If there is a threat of imminent danger to the health or safety of the employee or the employee’s family member, the employee is not be required to provide advanced notice of leave; provided, however, that the employee must notify the Company within three (3) workdays that the leave was taken or is being taken pursuant to this policy. Such notification may be communicated to the Company by the employee, a family member of the employee or the employee’s counselor, social worker, health care worker, member of the clergy, shelter worker, legal advocate or other professional who has assisted the employee in addressing the effects of the abusive behavior on the employee or the employee’s family member.

If an unscheduled absence occurs, the Company will not take any negative action against the employee if the employee, within 30 days from the unauthorized absence or within 30 days from the last unauthorized absence in the instance of consecutive days of unauthorized absences, provides any of the documentation described below.

Employees must substitute available paid time off during unpaid leave taken under this policy.

Employees must provide documentation evidencing that the employee or employee’s family member has been a victim of abusive behavior and that the leave taken is consistent with this policy; provided, however, that the Company will not require an employee to show evidence of an arrest, conviction or other law enforcement documentation for such abusive behavior. Employees must provide such documentation to the Company within a reasonable period after the Company requests documentation relative to the employee’s absence.

An employee may satisfy this documentation requirement by providing any of the following documents to the Company:

1) A protective order, order of equitable relief or other documentation issued by a court of competent jurisdiction as a result of abusive behavior against the employee or employee’s family member;
2) A document under the letterhead of the court, provider or public agency which the employee attended for the purposes of acquiring assistance as it relates to the abusive behavior against the employee or the employee’s family member;
3) A police report or statement of a victim or witness provided to police, including a police incident report, documenting the abusive behavior complained of by the employee or the employee’s family member;
4) Documentation that the perpetrator of the abusive behavior against the employee or family member of the employee has: admitted to sufficient facts to support a finding of guilt of abusive behavior; or has been convicted of, or has been adjudicated a juvenile delinquent by reason of, any offense constituting abusive behavior and which is related to the abusive behavior that necessitated the leave under this section;
5) Medical documentation of treatment as a result of the abusive behavior complained of by the employee’s family member.
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employee or employee’s family member;
6) A sworn statement, signed under the penalties of perjury, provided by a counselor, social worker, health care worker, member of the clergy, shelter worker, legal advocate or other professional who has assisted the employee or the employee’s family member in addressing the effects of the abusive behavior; or
7) A sworn statement, signed under the penalties of perjury, from the employee attesting that the employee has been the victim of abusive behavior or is the family member of a victim of abusive behavior.

Information related to the employee’s leave under this policy will be kept confidential by the Company and will not be disclosed, except to the extent that disclosure is: (1) requested or consented to, in writing, by the employee; (2) ordered to be released by a court of competent jurisdiction; (3) otherwise required by applicable federal or state law; (4) required in the course of an investigation authorized by law enforcement, including, but not limited to, an investigation by the attorney general; or (5) necessary to protect the safety of the employee or others employed at the workplace.

The Company will not coerce, interfere with, restrain or deny the exercise of, or any attempt to exercise, any rights provided under this policy or to make leave requested or taken hereunder contingent upon whether or not the victim maintains contact with the alleged abuser. The Company will not discharge or in any other manner discriminate against an employee for exercising the employee’s rights under this policy. The taking of leave under this policy will not result in the loss of any employment benefit accrued prior to the date on which the leave taken under this policy commenced. Upon the employee’s return from such leave, to the extent required by applicable law, the employee will be entitled to restoration to the employee’s original job or to an equivalent position.

Employees with questions or concerns regarding this policy can contact Human Resources.

VII. Criminal Background Check Policy

This policy is applicable to the criminal history screening of prospective and current employees, subcontractors, volunteers and interns.

Where Criminal Offender Record Information (CORI) and other criminal history checks may be part of a general background check for employment or volunteer work, the following practices and procedures will be followed.

Questioning a Subject About their Criminal History. In connection with any decision regarding employment or volunteer opportunities, the subject shall be provided with a copy of the criminal history record, whether obtained from the DCJIS or from any other source, prior to questioning the subject about it. The source(s) of the criminal history record is also to be disclosed to the subject.

Determining Suitability. If a determination is made that the criminal record belongs to the subject and the subject does not dispute the record’s accuracy, then the determination of suitability for the position or license will be made. Unless otherwise provided by law, factors considered in determining suitability may include, but are not limited to, the following:
  a. Relevance of the record to the position sought;
  b. The nature of the work to be performed;
  c. Time since the conviction;
  d. Age of the candidate at the time of the offense;
  e. Seriousness and specific circumstances of the offense;
The number of offenses; 
g. Whether the applicant has pending charges; 
h. Any relevant evidence of rehabilitation or lack thereof; and 
i. Any other relevant information, including information submitted by the candidate or requested by 
the organization.

The applicant is to be notified of the decision and the basis for it in a timely manner.

**Adverse Decisions Based on Criminal Background Information.** If an authorized official is inclined to make an adverse decision based on the results of a criminal history background check, the applicant will be notified in accordance with DCJIS regulation 2.18. The subject shall be provided with a copy of the organization’s Criminal Background Check policy and a copy of the criminal history (unless a copy was provided previously). The source(s) of the criminal history will also be revealed. The subject will then be provided with an opportunity to dispute the accuracy of the record. Subjects shall also be provided a copy of DCJIS’ Information Concerning the Process for Correcting a Criminal Record.

Currently, the Company does not conduct Criminal Offender Record Information ("CORI") checks through the Massachusetts Department of Criminal Justice Information Services ("DCJIS") iCORI database. If the Company chooses to conduct such checks through the iCORI database in the future, the following procedures will apply.

**Conducting Cori Screening.** CORI checks, conducted through the state’s iCORI database, will only be conducted as authorized by the DCJIS and MGL c. 6, §172, and only after a CORI Acknowledgement Form has been completed.

If a requestor is screening for the rental or leasing of housing, a CORI Acknowledgement Form shall be completed for each and every subsequent CORI check.

A CORI acknowledgement form shall be completed on an annual basis for checks submitted for any other purpose, provided that the requestor has adopted the language from the DCJIS CORI acknowledgement form that notifies individuals that their CORI may be requested at any time within the one year that the acknowledgement form is valid. If the requestor has not adopted the DCJIS CORI acknowledgement form language, then it must ensure that an acknowledgement form is completed for each and every subsequent CORI check.

**Access to CORI.** All CORI obtained from the DCJIS is confidential, and access to the information must be limited to those individuals who have a “need to know”. This may include, but not be limited to, hiring managers, staff submitting the CORI requests, and staff charged with processing job applications. The Company must maintain and keep a current list of each individual authorized to have access to, or view, CORI. This list must be updated every six (6) months and is subject to inspection upon request by the DCJIS at any time.

**CORI Training.** An informed review of a criminal record requires training. Accordingly, all personnel authorized to review or access CORI at the Company will review, and will be thoroughly familiar with, the educational and relevant training materials regarding CORI laws and regulations made available by the DCJIS.

Additionally, if the Company is an agency required by MGL c. 6, §171A, to maintain a CORI Policy, all personnel authorized to conduct criminal history background checks and/or to review CORI information will review the CORI policy.
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Use of CORI in Background Screening. CORI used for employment purposes shall only be accessed for applicants who are otherwise qualified for the position for which they have applied. Unless otherwise provided by law, a criminal record will not automatically disqualify an applicant. Rather, determinations of suitability based on background checks will be made consistent with this policy and any applicable law or regulations.

Verifying a Subject's Identify. If a criminal record is received from the DCJIS, the information is to be closely compared with the information on the CORI Acknowledgement Form and any other identifying information provided by the applicant to ensure the record belongs to the applicant.

If the information in the CORI record provided does not exactly match the identification information provided by the applicant, a determination is to be made by an individual authorized to make such determinations based on a comparison of the CORI record and documents provided by the applicant.

Secondary Dissemination Logs. All CORI obtained from the DCJIS is confidential and can only be disseminated as authorized by law and regulation. A central secondary dissemination log shall be used to record any dissemination of CORI outside this organization, including dissemination at the request of the subject.
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MICHIGAN SUPPLEMENT

I. Preservation of Ability to Assert Claim Under Michigan’s Persons with Disabilities Civil Rights Act

Under Michigan’s Persons with Disabilities Civil Rights Act, a person with a disability may allege a violation against a person regarding a failure to accommodate only if the person with a disability notifies the person in writing of the need for accommodation within 182 days after the date the person with a disability knew or reasonably should have known that an accommodation was needed. Employees with disabilities needing accommodations must notify Human Resources in writing within 182 days after the employee becomes aware of the need for an accommodation.

II. Michigan Paid Medical Leave

Eligibility. The Company provides paid medical leave (PML) to eligible non-exempt employees who work in Michigan. For employees who work in Michigan who are eligible for sick time per the applicable leave summary and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the per the applicable leave summary and/or any other applicable sick time/leave law or ordinance.

Accrual. Employees begin accruing PML pursuant to this policy on March 29, 2019 or at the start of employment, whichever is later. Eligible employees will accrue one (1) hour of PML for every thirty-five (35) hours worked, up to a maximum accrual of one (1) hour of PML in a calendar week and forty (40) hours each benefit year. For purposes of this policy, the benefit year is the consecutive 12-month period beginning January 1st and ending on December 31st.

Usage. Employees may begin using accrued PML after the 90th calendar day of employment. PML must be used in fifteen (15) minute increments. An employee may not use more than forty (40) hours of PML in any benefit year.

An eligible employee may use PML for the following:

a) The employee’s mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee’s mental or physical illness, injury, or health condition; or preventative medical care for the employee;
b) The employee’s family member’s mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee’s family member’s mental or physical illness, injury, or health condition; or preventative medical care for a family member of the employee;
c) If the employee or the employee’s family member is a victim of domestic violence or sexual assault, the medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault; or

d) For closure of the employee’s primary workplace by order of a public official due to a public health emergency; for an employee’s need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or if it has been determined by the health authorities having jurisdiction or by a health care provider that the employee’s or employee’s family member’s presence in the community would jeopardize the health of others.
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because of the employee’s or family member’s exposure to a communicable disease, whether or not the eligible employee or family member has actually contracted the communicable disease.

For purposed of this policy, family member means: biological, adopted or foster child, stepchild or legal ward, or a child to whom the employee stands in loco parentis; biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an employee or an employee’s spouse or an individual who stood in loco parentis when the employee was a minor child; individual to whom the employee is legally married under the laws of any state; grandparent; grandchild; or a biological, foster, or adopted sibling.

Unless the employee advises the Company otherwise, the Company will assume, subject to applicable law, that employees want to use available PML for absences for reasons set forth above, and employees will be paid for such absences to the extent they have PML available.

Notice & Documentation. When requesting to use PML, employees must comply with the Company’s usual and customary notice, procedural, and documentation requirements for requesting leave. Where documentation is requested, the Company will give employees at least three (3) days, upon request, to provide documentation. Employees who fail to comply with notice and documentation requirements may be subject to discipline, up to and including discharge.

An employee who is using PML for reason (c) above may be required to provide documentation that the PML has been used for that purpose. The following types of documentation are satisfactory: (a) police report indicating that the employee or the employee’s family member was a victim of domestic violence or sexual assault; (b) signed statement from a victim and witness advocate affirming that the employee or employee’s family member is receiving services from a victim services organization; or a (c) court document indicating that the employee or employee’s family member is involved in legal action related to domestic violence or sexual assault. The documentation should not explain the details of the violence or disclose details relating to domestic violence or sexual assault or the details of an employee’s or an employee’s family member’s medical condition.

Payment. PML will be paid at a pay rate equal to the greater of either normal hourly wage or base wage for the employee or the applicable minimum wage. Use of PML is not considered hours worked for purposes of calculating overtime.

Carryover & Payout. An employee may carry over up to forty (40) hours of accrued, unused PML to the following year. Unused PML under this policy will not be paid at separation.

Enforcement & Retaliation. The Company prohibits retaliation or discrimination against an employee for exercising or attempting to exercise any right provided in this policy or under applicable law, including participating in or assisting an investigation, proceeding or hearing under the law.

Employees with questions concerning this policy should contact Human Resources.

III. Social Security Number Privacy Policy

The Company is dedicated to protecting the personal security and privacy of all employees. In the ordinary course of its business, and for a variety of legitimate business reasons, the Company may collect and store personal information about its employees, including all or any part of an employee’s social security number (“SSN”), in hard copy or digital storage. For purposes of this policy, “SSN” means more than four sequential digits of an employee’s social security number.
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The Company takes measures to prevent unauthorized disclosure of SSNs including, without limitation:

1) Ensuring the confidentiality of employee SSNs;
2) Prohibiting unlawful or unauthorized disclosure of employee SSNs;
3) Limiting the number of people with access to employee SSNs, and the circumstances under which employee SSNs may be accessed;
4) Ensuring proper disposal of documents (hard copy or digital) containing employee SSNs; and
5) Disciplining any employee who violates this policy.

The Company, and every one of its employees with access to employee SSNs, will maintain the security and confidentiality of every document containing the SSN. This means, at a minimum, that Company’s Human Resources and Payroll Departments will maintain all employee files under lock, and that any access to digital files containing all or any part of an employee SSN will be password protected.

Furthermore, no Company employee will display or disclose an employee SSN without the express written consent of either the Vice President of Human Resources or the employee to whom the SSN is assigned. The Company will not mail any document containing an employee’s SSN that is visible on, or from, the outside of the mailed article, nor will the Company use the SSN as an identifying number for its employees, or visibly print it on identification tags, badges, passes, cards or licenses. The Company will not require use or transmission of SSNs over the Internet, or any Company intranet, computer system, or network unless the connection is secure or the transmission is encrypted.

The Company restricts access to any document displaying an employee’s SSN to those with a legitimate business need to access such documents. Access to these documents by anyone other than Company’s Human Resources and Payroll Departments must be specifically authorized, in writing, by either the Vice President of Human Resources or the employee to whom the SSN is assigned. Documents containing an employee’s SSN will be disposed of in accordance with the Company’s document retention procedures.

Nothing in this policy is intended to modify employees’ rights to access their own personnel files, as permitted by the Company’s policies and under Michigan law. Nor does this policy prohibit the use of an employee’s SSN where the use is authorized by state or federal statute, rule, regulation, court order, or pursuant to legal discovery or process.

Violations of this policy will result in disciplinary action up to and including termination of employment. Violators may also be subject to civil and criminal penalties authorized by applicable state or federal law.
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MINNESOTA SUPPLEMENT

I. Right to Review Personnel Records

Under Minnesota law, employees have the right to review their personnel record once every six (6) months and, if they leave employment with the Company, they may review it once every year as long as the Company maintains the personnel record.

Employees who would like to review their personnel record must make a good faith request in writing, and the Company will provide an opportunity for review of the record or make a copy (at no cost). Employees may also request copies (at no cost) at the time the record is reviewed. The Company will provide an opportunity for review of personnel records within seven (7) working days of the written request, or if the personnel record is physically located outside of Minnesota, within fourteen (14) working days of the written request.

What is contained in the personnel record is carefully defined under Minnesota law. The law does not require that the Company allow employees to review and copy information that is not contained in their personnel record. Employees who dispute information contained in their personnel record may submit a request to have it removed from the record. If the Company does not agree that the information should be removed, a written response to the information of up to five (5) pages may be submitted.

The Company will not take any action against an employee for appropriately asserting the employee’s rights to review the personnel record. If an employee’s rights as provided by this law are improperly denied, the law provides certain remedies.

This notice only describes some of employees’ rights under the law. For more information, the Minnesota statutes further detailing these rights can be found at Minnesota Statutes § 181.960 through Minnesota Statutes § 181.965. These laws can be found on the internet at http://www.leg.state.mn.us/leg/statutes.asp or in public libraries throughout the state.

II. St. Paul Earned Sick and Safe Time

Eligibility. The Company provides earned sick and safe time (ESST) to eligible employees who perform work within the City of St. Paul for at least eighty (80) hours in a year. For employees who work in St. Paul who are eligible for sick time per the applicable leave summary and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the per the applicable leave summary and/or any other applicable sick time/leave law or ordinance.

Accrual. Employees begin to accrue ESST at the start of employment. Employees accrue one (1) hour of ESST for every thirty (30) hours worked, up to a maximum annual accrual of forty-eight (48) hours. Additionally, an employee’s total ESST accrual balance may not exceed eighty (80) hours at any time (“overall accrual cap”). Exempt employees will be presumed to work forty (40) hours in each workweek for accrual purposes unless their normal workweek is less than forty (40) hours, in which case accrual will be based on that normal workweek. For purposes of this policy, the year is the 12-month period beginning January 1st and ending on December 31st.

Usage. Employees can begin to use accrued ESST following their 90th calendar day of employment. ESST must be taken in four (4) hour increments, provided this is reasonable under the circumstances.

An employee may use ESST for the following reasons:
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1) Due to the mental or physical illness, injury or health condition or for preventative medical care or medical diagnosis, care, or treatment of/to an employee or family member;

2) Absences due to domestic violence, sexual assault, or stalking of the employee or employee’s family member, provided the absence is for medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking; to obtain services from a victim services organization; to obtain psychological or other counseling; to relocate due to domestic violence, sexual assault, or stalking; or to take legal action, including preparing for or participating in any civil or criminal proceedings related to or resulting from domestic violence, sexual assault, or stalking;

3) The closure of the employee’s place of business by order of a public official to limit exposure to an infectious agent, biological toxin or hazardous material, or other public health emergency;

4) To accommodate the employee’s need to care for a family member whose school or place of care has been closed by order of a public official to limit exposure to an infectious agent, biological toxin or hazardous material or other public health emergency; or

5) To accommodate the employee's need to care for a family member whose school or place of care has been closed due to inclement weather; loss of power, heating, or water; or other unexpected closure.

For purposes of this policy, family member means the employee’s child, step-child, adopted child, foster child, adult child, spouse, sibling, parent, step-parent, parent-in-law, grandchild, grandparent, or registered domestic partners (as defined by the St. Paul Code of Ordinances), and any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

Unless the employee advises the Company otherwise, we will assume, subject to applicable law, that employees want to use available ESST for absences for reasons set forth above and employees will be paid for such absences to the extent they have ESST available.

Upon request of an employee, the Company will provide information (in writing or electronically) regarding the employee’s (1) accrued and available ESST and (2) used earned sick and safe time.

Notice and Documentation. Employees must comply with the Company’s usual and customary notice and procedural requirements for absences or for requesting leave when requesting to use earned sick and safe time, and must include the expected duration of the absence (if known). For ESST of more than three (3) consecutive work days, or as otherwise permitted by law, employees may be required to provide reasonable documentation that ESST was taken for a covered reason, such as a signed statement by a health care provider indicating ESST was necessary or another medical document that shows they sought and received medical treatment, a police report, a court order, or an employee’s written statement.

Payment. ESST is paid at the same hourly rate as the regular rate of pay the employee earns from employment, unless otherwise required by applicable law. Use of ESST is not considered hours worked for purposes of calculating overtime.

Carryover & Payout. Accrued, unused ESST may be carried over, but as indicated above, there is an overall accrual cap of eighty (80) hours. Once the overall accrual cap is reached, ESST will stop accruing until some ESST is used. Accrued, unused ESST will not be paid upon separation.

Enforcement & Retaliation. Employees may be subject to discipline for using ESST under this policy for purposes other than those provided under this policy, to the maximum extent permitted by applicable law. Retaliation against employees who request or use ESST is prohibited. Employees have the right to file a complaint with the City of St. Paul Department of Human Rights and Equal Employment Opportunity if they believe they have been denied ESST, retaliated against, or that their rights to ESST have been otherwise
Employee Handbook

interfered with or restrained; or may bring a civil action in the event of retaliation.

Employees with questions regarding this policy can contact Human Resources.

III. Minneapolis Sick and Safe Time

Eligibility. The Company provides sick and safe time (SST) to employees who perform work within the City of Minneapolis for at least eighty (80) hours in a year. For employees who work in Minneapolis who are eligible for sick time per the applicable leave summary and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the per the applicable leave summary and/or any other applicable sick time/leave law or ordinance.

Accrual. Employees begin to accrue SST at the start of employment. Employees accrue one (1) hour for every thirty (30) hours worked, up to a maximum annual accrual of forty-eight (48) hours. Additionally, an employee’s total SST accrual balance may not exceed eighty (80) hours at any time (“overall accrual cap”). Exempt employees will be presumed to work forty (40) hours in each workweek for accrual purposes unless their normal workweek is less than forty (40) hours, in which case accrual will be based on that normal workweek. For purposes of this policy, the year is the 12-month period beginning January 1st and ending on December 31st.

Usage. Employees can begin to use accrued SST following their 90th calendar day of employment. SST must be taken in a minimum increment of four (4) hours.

An employee may use SST for the following reasons:
1) Due to medical or mental health emergencies, and/or the mental or physical illness, injury or health condition or for preventative medical care or medical diagnosis, treatment, or recuperation of an employee or family member;
2) Absences due to domestic violence, sexual assault, or stalking of the employee or employee’s family member, provided the absence is for medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking; to obtain services from a victim services organization; to obtain psychological or other counseling; to relocate due to domestic violence, sexual assault, or stalking; or to take legal action, including preparing for or participating in any civil or criminal proceedings related to or resulting from domestic violence, sexual assault, or stalking;
3) The closure of the employee’s place of business by order of a public official to limit exposure to an infectious agent, biological toxin or hazardous material, or other public health emergency;
4) To accommodate the employee's need to care for a family member whose school or place of care has been closed by order of a public official to limit exposure to an infectious agent, biological toxin or hazardous material or other public health emergency; or
5) To accommodate the employee's need to care for a family member whose school or place of care has been closed due to inclement weather; loss of power, heating, or water; or other unexpected closure.

For purposes of this policy, family member means the employee’s child, step-child, adopted child, foster child, adult child, spouse, registered domestic partner, sibling, parent, step-parent, mother-in-law, father-in-law, grandchild, grandparent, guardian, ward, or a person who currently resides in the employee’s home.

Unless the employee advises the Company otherwise, we will assume, subject to applicable law, that employees want to use available SST for absences for reasons set forth above and employees will be paid for such absences to the extent they have SST available.
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Upon request of an employee, the Company will provide information (in writing or electronically) regarding the employee’s accrued and available SST and used SST.

**Notice and Documentation.** When the need to use SST is foreseeable, employees must provide seven (7) days’ advance notice to their Manager/Supervisor. When the need to use SST is not foreseeable, employees must provide notice to their Manager/Supervisor as soon as practicable. Employees who know that their absence will exceed one (1) day should also indicate the day that they expect to return to work. Employees may be required to confirm, either verbally or in writing, that they used SST for a reason covered under this policy. For SST of more than three (3) consecutive work days, employees may also be required to provide reasonable documentation that SST was taken for a covered reason, such as a note from a health care provider or a receipt of health care services provided. The Company reserves the right to delay payment for SST if there is clear evidence of misuse or until documentation requested (for an absence of more than three (3) consecutive work days) has been provided.

**Payment.** SST is paid at the same hourly rate as employee’s regular rate of pay (including shift differentials, if applicable, but not including overtime payments or any special forms of compensation such as lost tips, incentives, commissions, premium payments, or bonuses) for the hours the employee was scheduled to work during the time SST is used, unless otherwise required by applicable law. Use of SST is not considered hours worked for purposes of calculating overtime.

**Carryover & Payout.** Accrued, unused SST may be carried over, but as indicated above, there is an overall accrual cap of eighty (80) hours. Once the overall accrual cap is reached, SST will stop accruing until some SST is used. Accrued, unused SST will not be paid upon separation.

**Enforcement & Retaliation.** Employees may be subject to discipline for using SST for a reason other than the covered reasons above, to the maximum extent permitted by applicable law. Retaliation against employees who request or use earned SST is prohibited. Employees have the right to file a complaint with the City of Minneapolis Labor Standards Enforcement Division if they believe they have been denied SST, retaliated against, or that their rights to SST have been otherwise interfered with or restrained.

Employees with questions regarding this policy can contact Human Resources.

IV. School Visitation Leave

An employee who works an average number of hours per week equal to one-half (1/2) the full-time equivalent position in the employee’s job classification is entitled to up to sixteen (16) hours of unpaid leave during any 12-month period to attend school conferences or school-related activities (including conferences related to a pre-kindergarten program or child care services) related to the employee’s child (including a foster child).

This leave is available only when the conferences or school-related activities cannot be scheduled during non-work hours, and in such cases employees make a reasonable effort to schedule the leave so as not to unduly disrupt the Company’s operations. When the need for leave is foreseeable, the employee must provide reasonable advance notice.

An employee may substitute accrued paid time off for leave under this policy.

V. Pregnancy & Parental Leave (Addendum to FMLA Policy)

Like the Family and Medical Leave Act (“FMLA”) Policy described elsewhere in this handbook, the Minnesota
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Parental Leave Act, as amended (“MPLA”), may require employers to provide family and medical leaves of absence for eligible employees. Either or both of these laws may apply to a leave. Where both laws apply, any leave taken will be counted under both laws at the same time. This policy will be interpreted to comply with the law(s) that apply to a particular leave. This policy provides employees information concerning any MPLA entitlements and obligations that differ from the FMLA entitlements and obligations that are set forth elsewhere in this handbook. If employees have any questions concerning MPLA leave, they should contact Human Resources.

Eligibility. In order to be eligible for leave under the MPLA, an employee must:
1) Have worked for the Company for at least twelve (12) months;
2) Have worked at least half the full-time equivalent position for their job during the 12-month period immediately preceding the request for leave; and
3) Work for an employer that has twenty-one (21) or more employees at any single location.

Basic Family and Medical Leave Entitlement. The FMLA provides eligible employees up to twelve (12) workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The MPLA provides eligible employees with up to twelve (12) weeks of unpaid leave (i) for the birth or placement for adoption of a child (but not foster care placement) or (ii) if a female employee, for prenatal care, or incapacity due to pregnancy, childbirth, or related health conditions. Leave for the birth or adoption of a child may begin within twelve (12) months after the birth or adoption, except that where the child must remain in the hospital longer than the mother, the leave may not begin more than twelve (12) months after the child leaves the hospital.

Protection of Group Health Insurance. During any period of leave pursuant to the MPLA, employees may continue any health insurance coverage but employees may be required to pay the full cost of coverage.

Restoration of Employment and Benefits. As with FMLA leave, at the end of MPLA leave, subject to some exceptions, employees generally have the right to return to the same or equivalent position with equivalent pay, benefits and other terms. There is no key employee exception under the MPLA.

VI. Wage Disclosure Protections

Under Minnesota law, an employer may not: (i) require nondisclosure by an employee of the employee’s wages as a condition of employment; (ii) require an employee to sign a waiver or other document which purports to deny an employee the right to disclose the employee’s wages; or (iii) take any adverse employment action against an employee for disclosing the employee’s own wages or discussing another employee’s wages which have been disclosed voluntarily. Nonetheless, this policy should not be construed to: (i) create an obligation on the Company or an employee to disclose wages; (ii) permit an employee, without the written consent of the Company, to disclose Proprietary Information, trade secret information, or information that is otherwise subject to legal privilege or protected by law; (iii) diminish any existing rights under the National Labor Relations Act; or (iv) permit an employee to disclose wage information of other employees to a competitor of the Company. An employer may not retaliate against an employee for asserting rights or remedies set forth in this policy. An employee may bring a civil action against the Company for a violation of this policy. If a court finds that the Company has violated this policy, the court may order reinstatement, back pay, restoration of lost service credits, if appropriate, and the expungement of any related adverse records of an employee who was the subject of the violation.
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MONTANA SUPPLEMENT

I. Paid Vacation Time

The Company provides eligible employees with paid time off in the form of annual leave. Despite any general Handbook policy to the contrary, accrued, unused vacation may be carried over from year to year, but an employee may only accrue up to a maximum of the then-applicable annual accrual. Once an employee reaches this overall accrual cap, no additional time will be accrued until an employee uses some of the already accrued time, at which point accrual will continue subject to the annual accrual maximum and overall accrual cap. Accrued, unused vacation will be paid upon separation of employment.
I. Nevada Pregnant Workers’ Fairness Act

Pursuant to Nevada Revised Statute § 613.335 and sections 2 to 8, inclusive, of the Nevada Pregnant Workers’ Fairness Act (the “Act”), employees have the right to be free from discriminatory or unlawful employment practices based on pregnancy, childbirth, or a related medical condition.

Under the Act, it is unlawful for employers to:
- Deny a reasonable accommodation to female employees and applicants, upon request, for a condition related to pregnancy, childbirth, or a related medical condition, unless an accommodation would impose an undue hardship on the business of the Company.
- Take adverse employment actions against a female employee or applicant based on a need for a reasonable accommodation.
- Deny an employment opportunity to a qualified female employee or applicant based on a need for a reasonable accommodation.
- Require a female employee or applicant to accept an accommodation that the employee or applicant did not request or chooses not to accept or to take leave from employment if an accommodation is unavailable.

Under the Act, an employer may:
- Require a female employee to submit written medical certification from the employee’s physician substantiating the need for an accommodation because of pregnancy, childbirth, or related medical conditions, and the specific accommodation recommended by the physician.

For further information regarding the Act, contact the Nevada Equal Rights Commission.

Equal Rights Commission
Las Vegas
1820 East Sahara Avenue
Suite 314
Las Vegas, NV 89104
Phone (702) 486-7161

Equal Rights Commission
Northern Nevada
1325 Corporate Blvd.
Room 115
Reno, NV 89502
Phone (775) 823-6690

II. Nevada Paid Leave

Eligibility. The Company provides paid leave to employees in Nevada other than temporary, seasonal and on-call employees. For employees who work in Nevada who are eligible for paid leave under the applicable leave summary, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the applicable leave summary.

Accrual. Employees begin to accrue paid leave pursuant to this policy on January 1, 2010 or at the start of employment, whichever is later. Employees accrue paid leave at a rate of 0.01923 hours for each hour of work performed. For purposes of this policy, the year is the 365-day period beginning January 1st and ending on December 31st.

Usage. Accrued paid leave may be used beginning on the 90th calendar day of employment. Paid leave may be used in a minimum increment of four (4) hours. An employee may not use more than forty (40) hours of
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accrued paid leave in a year.

An employer’s use of paid leave will not be conditioned upon searching for or finding a replacement worker.

Employees will be advised of their earned paid leave balance information on their itemized wage statement.

**Notice and Documentation.** Employees must provide notice of the need for the leave to as soon as practicable. Employees are not required to provide a reason for use of leave.

**Payment.** Employees will receive payment for paid leave at the same rate of pay at which the employee is compensated at the time such leave is taken, unless otherwise required by applicable law, on the same payday as the hours taken are normally paid. Use of paid leave is not considered hours worked for purposes of calculating overtime.

**Carryover & Payout.** An employee may carry over up to forty (40) hours of accrued, unused paid leave under this policy to the following year. Accrued but unused paid leave under this policy will not be paid at separation.

**Enforcement & Retaliation.** The Company will not retaliate against an employee for requesting or using paid leave for which the employee is eligible.

Employees with questions regarding this policy can contact Human Resources.

III. **School Visitation Leave**

Employees may take unpaid time off if requested by an administrator of the school attended by the employee’s child, or if notified during employee's work day by a school employee of an emergency regarding the child.

An employee who is the parent, guardian or custodian of a child enrolled in a public school may take unpaid leave for four (4) hours per school year per child, which must be taken in increments of at least one (1) hour, to attend parent-teacher conferences; attend school-related activities during regular school hours; volunteer or otherwise be involved at the school in which his child is enrolled during regular school hours; or attend school-sponsored events.

The leave must be taken at a time mutually agreed upon by the Company and the employee. Employees must provide a written request for the leave at least five (5) school days before the leave is taken and must provide documentation that during the time of the leave, the employee attended or was otherwise involved at the school or school-related activity for one of the reasons permitted. Employees must substitute accrued paid time off during unpaid leave under this policy, but this substitution does not extend the length of the leave.

Employees with questions concerning this policy should contact Human Resources.

IV. **Leave And Accommodation For Victims Of Domestic Violence**

Employees who have worked for the Company for at least 90 days, and who are the victims of domestic violence or whose family or household member is a victim of domestic violence, may take time off work for up to 160 hours in one 12-month period, beginning on the date when the act of domestic violence occurred (and the employee is NOT the alleged perpetrator of the domestic violence).

Leave under this policy may be taken for the following reasons:
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- For the diagnosis, care, or treatment of a health condition related to an act of domestic violence committed against the employee or the employee’s family or household member;
- To obtain counseling or assistance related to an act of domestic violence committed against the employee or the employee’s family or household member;
- To participate in court proceedings related to an act of domestic violence committed against the employee or the employee’s family or household member; or
- To establish a safety plan, including any action to increase the safety of the employee or the employee’s family or household member from a future act of domestic violence.

For purposes of this policy, a “family or household member” means a spouse, domestic partner, minor child, or parent or another adult who is related within the first degree of consanguinity or affinity to the employee, or other adult person who is or was actually residing with the employee at the time the act of domestic violence was committed.

For purposes of this policy, “domestic violence” occurs when a person commits one of the following acts against or upon the person’s spouse, former spouse, any other person to whom the person is related by blood or marriage, any other person with whom the person is or was actually residing, any other person with whom the person has had or is having a dating relationship, any other person with whom the person has a child in common, the minor child of any of those persons, the person’s minor child or any other person who has been appointed the custodian or legal guardian for the person’s minor child:

(a) A battery.
(b) An assault.
(c) Compelling the other person by force or threat of force to perform an act from which the other person has the right to refrain or to refrain from an act which the other person has the right to perform.
(d) A sexual assault.
(e) A knowing, purposeful or reckless course of conduct intended to harass the other person. Such conduct may include, but is not limited to:
   (1) Stalking.
   (2) Arson.
   (3) Trespassing.
   (4) Larceny.
   (5) Destruction of private property.
   (6) Carrying a concealed weapon without a permit.
   (7) Injuring or killing an animal.
(f) A false imprisonment.
(g) Unlawful entry of the other person’s residence, or forcible entry against the other person’s will if there is a reasonably foreseeable risk of harm to the other person from the entry.

Nevada law provides that leave may be unpaid or paid at the discretion of the employer. The Company will permit employees to use any accrued, unused paid time off while taking domestic violence leave under this policy.

Leave under this policy may be used in a single block of time or intermittently. Leave under this policy also will run concurrently (at the same time) with FMLA leave, if leave is otherwise FMLA-qualifying. Leave under this policy does not extend the time allowable under the “Family and Medical Leave Act” Policy in this Handbook.

After taking any time off due to an act of domestic violence, an employee must provide their supervisor at least 48 hours advance notice before taking any additional time off under this policy.
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The Company may require documentation of an employee’s participation in these activities that confirms or supports the reason the employee provided for requesting leave. For example, the Company may require:

- A police report;
- Copy of an application for an order for protection;
- Affidavit from an organization which provides services to victims of domestic violence; or
- Documentation from a physician.

Any documentation requested or received by the employer will be kept confidential in a private medical file (and will not be contained in the general personnel file).

An employee who is the victim of domestic violence (or whose family or household member is such a victim) may request reasonable accommodation with respect to the employee’s safety while at work. Reasonable accommodation may include the implementation of safety measures, including a transfer, reassignment, modified schedule, changed work telephone, or any other reasonable accommodation that does not create an undue hardship deemed necessary to ensure the safety of the employee, the workplace, the employer, and other employees.

Eligible employees desiring an accommodation should notify Human Resources. Human Resources will then engage in an interactive process with the employee to determine possible effective reasonable accommodations. As part of the interactive process, Human Resources may require the employee to provide appropriate certification. An employee who no longer needs an accommodation must notify Human Resources of any change in circumstance. Similarly, an employee who has been provided an accommodation must notify Human Resources if the employee requires a new accommodation.

The Company also will not discipline, discriminate or retaliate against an employee because the employee is a known victim of domestic violence; because the employee requested and took leave and/or requested accommodation under this policy; or because the employee participated as a witness or interested party in court proceedings related to domestic violence that relates to the use of leave under this policy. The Company also will not require the employee to find a replacement or substitute to cover the employee’s position or work, as a condition of using domestic violence leave under this policy.
I. Maternity Leave

All female employees may take an unpaid leave of absence for the period of temporary physical disability resulting from pregnancy, childbirth, or related medical conditions. A maternity leave begins when an employee is medically determined to be disabled and ends when she is medically determined to be able to return to work.

Employees must substitute available paid time off during unpaid leave taken under this policy, but such substitution does not extend the maximum amount of leave time to which an employee is eligible under this policy. This leave will run concurrently with FMLA leave, as applicable, and any other leave as permitted by applicable law.

Continuation of Insurance Benefits. During an approved maternity leave, the Company will maintain an employee’s health insurance benefits under the same terms and conditions applicable to employees not on leave, provided that the employee continues regular employee contributions to these plans on a timely basis. An employee on maternity leave who is not eligible for FMLA leave or who has exhausted the employee’s FMLA available leave weeks will be responsible for paying in advance each month the employee portion of the premiums of the employee’s insurance coverage(s) and that of any dependents. Failure to do so may result in loss of coverage and possible refusal by the insurance carrier(s) to allow coverage to be reinstated.

Other Employee Benefits. Paid time off does not continue to accrue during any unpaid leave of absence, and employees are not eligible for other employment-related benefits such as holiday, bereavement, jury duty, or other pay during the leave.

An employee who returns to work following an approved unpaid leave of absence will be considered as having had continuous employment for purposes of seniority and other benefits based upon years of service.

Requesting Leave. Requests for maternity leave must be submitted in writing and approved in advance by Human Resources. An employee who requires maternity leave for a period of more than six (6) weeks must provide the Company with certification from a physician that she is disabled from working.

No Work While On Leave. Taking another job while on an unpaid leave of absence may lead to disciplinary action, up to and including termination of employment.

Returning/Not Returning from Leave. The Company does not guarantee either that an employee’s job will remain available or that a comparable position will exist when return from an unpaid leave of absence is sought. When an employee on an approved maternity leave is physically able to return to work, the employee’s original job or a comparable position will be made available to the employee, unless business necessity makes this impossible or unreasonable. If the employee fails to return to work on the first working day following the expiration of the leave, the employee will be considered to have voluntarily quit the employee’s job, unless the Company has approved an extension of the leave, or the employee’s failure to report for work is approved by the Company.

Employees with questions concerning this policy should contact Human Resources.
I. New Jersey Earned Sick Leave

Eligibility. The Company provides paid earned sick leave (ESL) to employees who work in New Jersey. For employees who work in New Jersey who are eligible for sick time per the applicable leave summary and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the per the applicable leave summary and/or any other applicable sick time/leave law or ordinance.

Accrual. Employees begin accruing ESL pursuant to this policy at the start of employment. Eligible employees will accrue one (1) hour of paid sick time for every thirty (30) hours worked, up to a maximum accrual of forty (40) hours each benefit year. Exempt employees are assumed to work forty (40) hours in each workweek unless their normal workweek is less than forty (40) hours, in which case ESL accrues based upon that normal workweek. For purposes of this policy, the benefit year is the consecutive 12-month period beginning January 1st and ending on December 31st.

Usage. Employees may begin using accrued ESL on the 120th calendar day of employment. ESL may be used in one hour increments OR in a minimum increment of fifteen minutes except to the extent such increment is greater than the number of hours the employee was scheduled to work during that shift. An employee may not use more than forty (40) hours of ESL in any benefit year.

Employees may use ESL for the following reasons:

1. Diagnosis, care, or treatment of, or recovery from, an employee’s mental or physical illness, injury or other adverse health condition, or for preventive medical care for the employee;
2. Diagnosis, care, or treatment of, or recovery from, a family member’s mental or physical illness, injury or other adverse health condition, or for preventive medical care for the family member;
3. Circumstances resulting from the employee, or a family member of the employee, being a victim of domestic or sexual violence, if the leave is to allow the employee to obtain for the employee or the family member:
   a. Medical attention needed to recover from physical or psychological injury or disability caused by domestic or sexual violence;
   b. Services from a designated domestic violence agency or other victim services organization;
   c. Psychological or other counseling;
   d. Relocation; or
   e. Legal services, including obtaining a restraining order or preparing for, or participating in, any civil or criminal legal proceeding related to the domestic or sexual violence.
4. Closure of the employee’s workplace, or the school or place of care of a child of the employee, by order of a public official due to an epidemic or other public health emergency, or because of the issuance by a public health authority of a determination that the presence in the community of the employee, or a member of the employee’s family in need of care by the employee, would jeopardize the health of others; or
5. Time needed by the employee in connection with a child of the employee to attend a school-related conference, meeting, function or other event requested or required by a school administrator, teacher, or other professional staff member responsible for the child’s education, or to attend a meeting regarding care provided to the child in connection with the child’s health conditions or disability.

For purposes of this policy, a family member includes a child, grandchild, sibling, spouse, domestic partner, civil union partner, parent, or grandparent of an employee, or a spouse, domestic partner, or civil union partner of a parent or grandparent of the employee, or a sibling of a spouse, domestic partner, or civil union partner of
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the employee, or any other individual related by blood to the employee or whose close association with the employee is the equivalent of a family relationship.

Unless the employee advises the Company otherwise, we will assume, subject to applicable law, that employees want to use available ESL for absences for reasons set forth above and employees will be paid for such absences to the extent they have ESL available.

Notice and Documentation. If an employee's need to use ESL is foreseeable, employees must provide seven (7) calendar days advance notice, prior to the date the leave is to begin, of the intention to use the leave and its expected duration. If the reason for the leave is not foreseeable, employees must give notice of the intention to use ESL as soon as practicable. The Company may prohibit employees from using foreseeable ESL on certain dates, or require reasonable documentation if ESL that is not foreseeable is used during such dates.

The Company will require reasonable documentation if the employee uses ESL for three (3) or more consecutive work days. If ESL is taken for reasons (1) or (2) above, documentation signed by a health care professional who is treating the employee or the family member of the employee indicating the need for the leave and, if possible, number of days of leave, will be considered reasonable documentation. If ESL is taken for reason (3) above, any of the following shall be considered reasonable documentation of the domestic or sexual violence: medical documentation; a law enforcement agency record or report; a court order; documentation that the perpetrator of the domestic or sexual violence has been convicted of a domestic or sexual violence offense; certification from a certified Domestic Violence Specialist or a representative of a designated domestic violence agency or other victim services organization; or other documentation or certification provided by a social worker, counselor, member of the clergy, shelter worker, health care professional, attorney, or other professional who has assisted the employee or family member in dealing with the domestic or sexual violence. If ESL is taken for reason (4) above, a copy of the order of the public official or the determination by the health authority shall be considered reasonable documentation.

An employee’s use of ESL will not be conditioned upon searching for or finding a replacement worker.

Payment. ESL will be paid at the same rate of pay with the same benefits as the employee normally earns, but no less than the state minimum wage. Use of ESL will not be counted as hours worked for purposes of calculating overtime.

Carryover & Payout. An employee may carry over up to forty (40) hours of accrued, unused ESL under this policy to the following benefit year. Accrued but unused ESL under this policy will not be paid at separation.

Enforcement & Retaliation. Employees have the right to request and use ESL and may file a complaint for alleged violations of their rights with the New Jersey Department of Labor and Workforce Development. The Company prohibits retaliation or the threat of retaliation against an employee for exercising or attempting to exercise any right provided in this policy or under applicable law.

Employees with questions regarding this policy can contact Human Resources.

Please refer to the leave summary specific to your contract for additional details.

II. New Jersey Family Leave Insurance Benefits

Employees taking time off work (i) to care for a family member with a serious health condition, (ii) to bond with
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For purposes of this policy, family member includes the employee’s child (including a child conceived through a gestational carrier agreement), parent, spouse, domestic partner, civil union partner, parent-in-law, sibling, grandparent, grandchild, or any other individual related by blood to the employee, and any other individual that the employee shows to have a close association with the employee which is the equivalent of a family relationship.

These benefits are financed solely through employee contributions to the state. The state is responsible for determining if an associate is eligible for such benefits.

Employees who need to take time off work for a reason set forth above should speak to Human Resources, who will provide information about the state’s family leave benefits program and how to apply for benefits. Employees also may contact the Division of Temporary Disability Insurance for further information. Employees should maintain regular contact with their Manager/Supervisor during this time away from work so the Company may monitor employees’ return-to-work status. In addition, employees should contact their Manager/Supervisor when ready to return to work so the Company may determine what positions, if any, are open.

Employees taking time off work who receive paid family leave benefits are not guaranteed job reinstatement unless they qualify for such reinstatement under federal and/or state leave laws or other applicable laws. Any time off for family leave purposes will run concurrently with other leaves of absence, such as Family and Medical Leave Act and the New Jersey Family Leave Act and/or the NJ SAFE Act, if applicable. Please see the “Family and Medical Leave” and/or the “NJ SAFE Act” policies for eligibility requirements.

III. Leave for Domestic/Sexual Violence

The New Jersey Security and Financial Empowerment Act (“NJ SAFE Act”) provides that certain employees are eligible to receive an unpaid leave of absence, for a period not to exceed twenty (20) days in a 12-month period, to address circumstances resulting from domestic violence or a sexually violent offense. To be eligible, the employee must have worked at least 1,000 hours during the immediately preceding 12-month period. Further, the employee must have worked for an employer in New Jersey that employs twenty-five (25) or more employees for each working day during each of twenty (20) or more calendar workweeks in the then-current or immediately preceding calendar year.

Leave under the NJ SAFE Act may be taken by an employee who is a victim of domestic violence or a victim of a sexually violent offense. Leave may also be taken by an employee whose family member is a victim of domestic violence or a sexually violent offense. Leave may be taken for the purpose of engaging in any of the following activities as they relate to an incident of domestic violence or a sexually violent offense:

1) Seeking medical attention for, or recovering from, physical or psychological injuries caused by domestic or sexual violence to the employee or the employee’s family member;

2) Obtaining services from a victim services organization for the employee or the employee’s family member;
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3) Obtaining psychological or other counseling for the employee or the employee’s family member;

4) Participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety from future domestic violence or sexual violence or to ensure the economic security of the employee or the employee’s family member;

5) Seeking legal assistance or remedies to ensure the health and safety of the employee or the employee’s family member, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic violence or sexual violence; or

6) Attending, participating in or preparing for a criminal or civil court proceeding relating to an incident of domestic or sexual violence of which the employee or the employee’s family member was a victim.

For purposes of this policy, family member includes the employee’s child, parent, spouse, domestic partner, civil union partner, parent-in-law, sibling, grandparent, grandchild, or any other individual related by blood to the employee, and any other individual that the employee shows to have a close association with which is the equivalent of a family relationship.

Leave under the NJ SAFE Act must be used in the 12-month period immediately following an instance of domestic violence or a sexually violent offense. Employees eligible to take leave under the NJ SAFE Act must, if the necessity for the leave is foreseeable, provide the Company with written notice of the need for the leave, unless an emergency or other unforeseen circumstances precludes prior notice. In all instances, notice should be provided as far in advance as reasonable and practicable under the circumstances. The Company may require the employee to provide documentation of the domestic violence or sexually violent offense that is the basis for the leave. The Company will retain any documentation provided to it in this manner in the strictest confidentiality, unless the disclosure is voluntarily authorized in writing by the employee or is authorized by a federal or New Jersey law, rule or regulation.

The unpaid leave may be taken intermittently in intervals of no less than one (1) day. Employees may elect to substitute available paid time off during unpaid leave taken under this policy, but this substitution does not extend the length of the leave. If the employee requests leave for a reason covered by both the NJ SAFE Act and the NJ Family Leave Act, or the federal FMLA, the leave will count simultaneously against the employee’s entitlement under each respective law.

The NJ SAFE Act also prohibits an employer from discharging, harassing or otherwise discriminating or retaliating or threatening to discharge, harass or otherwise discriminate against an employee with respect to the compensation, terms, conditions or privileges of employment on the basis that the employee took or requested any leave that the employee was entitled to under the NJ SAFE Act, or on the basis that the employee refused to authorize the release of information deemed confidential under the NJ SAFE Act.

To obtain relief for a violation of the NJ SAFE Act, an aggrieved person must file a private cause of action in the Superior Court within one (1) year of the date of the alleged violation.

IV. New Jersey Family Leave (Addendum to FMLA Policy)

Like the Family and Medical Leave Act (“FMLA”) Policy described elsewhere in this Handbook, the New Jersey Family Leave Act (“NJFLA”) may require employers to provide family and medical leaves of absence for eligible employees. Either or both of these laws may apply to a leave. Where both laws apply, any leave taken will be counted under both laws at the same time. This policy will be interpreted to comply with the law(s) that apply to a particular leave. This policy provides employees information concerning any NJFLA entitlements and obligations that differ from the FMLA entitlements and obligations that are set forth elsewhere in this handbook. If employees have any questions concerning NJFLA leave, they should contact Human Resources.
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Eligibility. NJFLA leave is available to “NJFLA eligible employees.” To be an NJFLA eligible employee, an employee must:

1) Have been employed by the Company in New Jersey for at least twelve (12) months;
2) Have worked at least 1,000 “base hours” during the 12-month period preceding the leave; and
3) Be employed by an employer with thirty (30) or more employees.

“Base Hours” are the hours of work for which the employee receives compensation including overtime hours and hours for which the employee receives workers’ compensation benefits.

Basic Family and Medical Leave Entitlement. The FMLA provides eligible employees up to twelve (12) workweeks of unpaid leave for certain family and medical reasons. The NJFLA provides eligible employees up to twelve (12) workweeks of unpaid leave for certain family reasons during a 24-month period. NJFLA leave may be taken because of the birth of a child including via a surrogate or gestational carrier or placement of a child with the employee for adoption or foster care or to care for the employee’s spouse or partner in a civil union/domestic partner, child (irrespective of age), parent, parent-in-law, sibling, grandparent, grandchild, or any other individual related by blood to the employee, and any other individual that the employee shows to have a close association with which is the equivalent of a family relationship who has a serious health condition.

As noted above, because the NJFLA is only a “family leave” law, employees should note that leave granted due to an employee’s own serious health condition is not covered by the NJFLA. This can result in important distinctions in the calculation of available leave. For example, because the period of leave caused by an employee’s disability due to pregnancy or childbirth is more properly classified as leave due to an employee’s own serious health condition, the Company normally would count such time toward the employee’s FMLA allotment only. Once the period of disability due to pregnancy or childbirth has ended (i.e., employee is cleared to return to work), an employee would be eligible to use their leave under the NJFLA to care for the employee’s newborn child and run that time concurrently with any remaining FMLA leave. In instances where an employee remains disabled due to childbirth and an employee has no FMLA leave remaining, the Company will allow employees to begin using NJFLA leave.

Intermittent Leave and Reduced Leave Schedules. FMLA and/or NJFLA leave usually will be taken for a period of consecutive days, weeks or months. Under the NJFLA, intermittent leave must be taken in increments of at least one week and reduced schedule leave must be at least one work day over a period of 12 consecutive months. Additionally, under NJFLA, employees may take intermittent leave for bonding with the employee’s child after birth or placement of the child for adoption or as a foster child.

Employee Responsibilities. Under the NJFLA, employees must provide fifteen (15) days’ advance notice of the need to take NJFLA leave when an employee requests intermittent leave to care for a family member with a serious health condition or to bond with a child after birth or placement of the child for adoption or as a foster child, unless an emergency or other unforeseen circumstance precludes prior notice. For other leave requests, the advance notice requirement remains 30 days, consistent with FMLA.

Protection of Group Health Insurance and Other Benefits. If an employee is taking NJFLA leave only, the continuation requirements for group health plans under the FMLA are not applicable to group health plans covered under ERISA. Therefore, an employee who is on NJFLA-only leave likely will trigger COBRA requirements due to a reduction in hours worked.

Restoration of Employment and Benefits. As with FMLA leave, at the end of NJFLA leave, subject to some exceptions, employees generally have the right to return to the same or equivalent position with equivalent pay,
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benefits and other terms. However, unlike key employees under the FMLA who may be denied reinstatement, key employees under NJFLA may be denied NJFLA leave if: (1) the employee is a salaried employee among the highest paid 5% of employees or one of the seven (7) highest paid employees; and (2) denial of the leave is necessary to prevent substantial and grievous economic injury to the Company’s operations. The Company will notify employees if they qualify as key employees under the NJFLA and that leave is being denied. If the denial of the NJFLA leave occurs while the employee’s leave already has begun, the employee must return to work within two (2) weeks.

Substitute Paid Leave for Unpaid FMLA and NJFLA Leave. Employees must use any accrued paid time off while taking unpaid FMLA and/or NJFLA leave, except that employees will not be required to use any paid time off during any leave also covered under the New Jersey SAFE Act. The substitution of paid time for unpaid FMLA and/or NJFLA leave time does not extend the length of FMLA and/or NJFLA leaves and the paid time will run concurrently with an employee’s FMLA and/or NJFLA entitlement.
I. Sexual Harassment (Addendum To Discrimination, Sexual and Other Harassment & Retaliation Prevention Policy)

Written complaints can be submitted internally using the form provided with this policy and can be located on My.Alutiiq.com (under My Policies).

Aside from the internal complaint process at the Company, employees may choose to pursue external legal remedies with the following governmental entities based on the noted federal, state and local protections.

State Human Rights Law (HRL)

The Human Rights Law (HRL), codified as N.Y. Executive Law, art. 15, § 290 et seq., applies to all employers in New York State with regard to sexual harassment, and protects employees, paid or unpaid interns and non-employees, regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with the Division of Human Rights (DHR) or in New York State Supreme Court.

Complaints with DHR may be filed any time within one year (three years effective August 12, 2020) of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, within three years of the alleged sexual harassment. An individual may not file with DHR if they have already filed a HRL complaint in state court.

Complaining internally to the Company does not extend your time to file with DHR or in court. The one year or three years is counted from date of the most recent incident of harassment.

You do not need an attorney to file a complaint with DHR, and there is no cost to file with DHR.

DHR will investigate your complaint and determine whether there is probable cause to believe that sexual harassment has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If sexual harassment is found after a hearing, DHR has the power to award relief, which varies but may include requiring your employer to take action to stop the harassment, or redress the damage caused, including paying of monetary damages, attorney’s fees and civil fines.

DHR’s main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458. You may call (718) 741-8400 or visit: www.dhr.ny.gov.

Contact DHR at (888) 392-3644 or visit dhr.ny.gov/complaint for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized and mailed to DHR. The website also contains contact information for DHR’s regional offices across New York State.

Civil Rights Act of 1964

The United States Equal Employment Opportunity Commission (EEOC) enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court.
The EEOC does not hold hearings or award relief, but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. In general, private employers must have at least 15 employees to come within the jurisdiction of the EEOC.

An employee alleging discrimination at work can file a “Charge of Discrimination.” The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at www.eeoc.gov or via email at info@eeoc.gov.

If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

**Local Protections**
Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists. For example, employees who work in New York City may file complaints of sexual harassment with the New York City Commission on Human Rights. Contact their main office at Law Enforcement Bureau of the NYC Commission on Human Rights, 40 Rector Street, 10th Floor, New York, New York; call 311 or (212) 306-7450; or visit www.nyc.gov/html/cchr/html/home/home.shtml.

**Contact the Local Police Department**
If the harassment involves unwanted physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the local police department.

**II. New York City Supplemental Gender Discrimination Policy**

In accordance with New York City law, the Company prohibits discrimination in employment on the basis of gender. For purposes of this policy, gender is an individual’s actual or perceived sex, gender identity, and gender expression including a person’s actual or perceived gender-related self-image, appearance, behavior, expression, or other gender-related characteristic, regardless of the sex assigned to that person at birth. The Company is dedicated to ensuring the fulfillment of this policy as it applies to all terms and conditions of employment, including recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, accommodation requests, access to programs and facilities, employee activities, and general treatment during employment.

In furtherance of this policy:

- The Company gives employees the option of indicating their preferred name, pronoun and gender title regardless of the individual’s sex assigned at birth, anatomy, gender, medical history, appearance, or the sex indicated on the individual’s identification except in the limited circumstance where federal, state, or local law requires otherwise (e.g., for purposes of employment eligibility verification with the federal government). This also applies to the Company’s systems which do not limit such identifications to male and female only.
- All employees and other individuals are permitted to use single-gender facilities – such as bathrooms and participate in single-gender programs consistent with their gender identity, regardless of their sex assigned at birth, anatomy, medical history, appearance, or the sex indicated on their identification. To the extent possible, the Company provides single-occupancy restrooms and provides private space within multi-user facilities for individuals with privacy concerns, but will not require use of a single-occupancy restroom because an individual is transgender or gender non-conforming.
- The Company’s dress code and grooming standards are gender neutral, and therefore do not differentiate or impose restrictions or requirements based on gender.
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- The Company's benefit plans apply equally to all employees regardless of gender and do not provide health benefit plans that exclude coverage for transgender care, also known as transition-related care or gender-affirming care.

- The Company evaluates all requests for accommodations for disability or other request for changes to the terms and conditions of an individual's employment, or participation in a program offered by the Company, which may include additional medical or personal leave or schedule changes in a fair and non-discriminatory manner without regard to gender. To that end, the Company will treat leave requests to address medical or health care needs related to an individual's gender identity in the same manner as requests for all other medical conditions and will provide reasonable accommodations to individuals undergoing gender transition, including medical leave for medical and counseling appointments, surgery and recovery from gender affirming procedures, surgeries and treatments as they would for any other medical condition.

- Employees who engage with the public as part of their job duties are required to do so in a respectful, non-discriminatory manner by respecting gender diversity and ensuring that members of the public are not subject to discrimination (including discrimination with respect to single-sex programs and facilities).

Employees with issues or concerns regarding gender discrimination or who feel they have been subjected to such discrimination can contact Human Resources. The Company prohibits and does not tolerate retaliation against employees who report issues or concerns of gender discrimination pursuant to this policy in good faith.

III. New York City Reasonable Accommodations & Cooperative Dialogue Policy

The Company is committed to complying with applicable federal, state and local laws governing reasonable accommodations of individuals. To that end, we will endeavor to make a reasonable accommodation to applicants and employees who have requested an accommodation or for whom the Company has notice and may require such an accommodation, without regard to any protected classifications, related to an individual’s: (i) physical or mental disability; (ii) sincerely held religious beliefs and practices; (iii) needs as a victim of domestic violence, sex offenses or stalking; (iv) needs related to pregnancy, childbirth or related medical conditions; and/or (v) any other reason required by applicable law, unless the accommodation would impose an undue hardship on the operation of the Company’s business.

Any individual who would like to request an accommodation based on any of the reasons set forth above should contact Human Resources. Accommodation requests can be made in writing using a form which can be obtained from Human Resources. If an individual who has requested an accommodation has not received an initial response within five (5) business days, the individual should contact the Vice President of Human Resources.

After receiving a request for an accommodation or learning indirectly that an individual may require such an accommodation, the Company will engage in a cooperative dialogue with the individual. Even if an individual has not formally requested an accommodation, the Company may initiate a cooperative dialogue under certain circumstances, such as when the Company has knowledge that an individual’s performance at work has been negatively affected and a reasonable basis to believe that the issue is related to any of the protected classifications set forth above, in compliance with applicable law. In the event the Company initiates a cooperative dialogue with an individual, it should not be construed as the Company’s belief an individual requires an accommodation, but will serve as an invitation for the individual to share with the Company any information the individual desires to share, or to request an accommodation.

The cooperative dialogue may take place in person, by telephone, or by electronic means. As part of the cooperative dialogue, the Company will communicate openly and in good faith with the individual in a timely manner in order to determine whether and how the Company may be able to provide a reasonable
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accommodation. To the extent necessary and appropriate based on the request, the Company will attempt to explore the existence and feasibility of alternative accommodations as well as alternative positions for the individual. The Company is not required to provide the specific accommodation sought by an individual, provided the alternatives are reasonable and either meet the specific needs of the individual or specifically address the individual’s limitations.

As part of the cooperative dialogue, the Company reserves the right to request medical documentation from an individual where the reason for the accommodation is due to a physical or mental disability or needs related to pregnancy, childbirth or related medical conditions, to the maximum extent permitted by applicable law. Specifically, where the reason for the accommodation is due to needs related to pregnancy, childbirth or related medical conditions, requests for medical documentation will be limited to the following circumstances:

1) when an individual requests time away from work, including for medical appointments, other than time off requested during the six (6) to eight (8) week period following childbirth (for recovery from childbirth); or
2) when an individual requests to work from home, either on an intermittent basis or a longer-term basis.

If the Company believes that the provided documentation is insufficient, and before denying the request based on insufficient documentation, the Company will request additional documentation from the individual or, upon the individual’s consent, speak with the health care provider who provided the documentation. As applicable, an employee whose time off is covered by the Family Medical Leave Act (FMLA) may also be required to provide medical documentation, depending on the circumstances of the leave request, pursuant to federal law.

At the conclusion of the cooperative dialogue, the Company will provide written notice to the individual in a timely manner indicating that the Company is granting or denying a reasonable accommodation.

Where a reasonable accommodation is being granted, written notice to the individual will indicate that either the Company:

1) will be able to offer and provide a reasonable accommodation as requested; or
2) will be able to offer and provide an alternative reasonable accommodation.

Where a reasonable accommodation is being denied, written notice to the individual will indicate one or more of the following:

1) an accommodation would not meet the requested need,
2) an accommodation would cause an undue hardship on the Company’s operations,
3) documentation of the need for the accommodation was inadequate,
4) an accommodation would require removal of an essential requisite of the job,
5) an accommodation would pose a direct threat, and/or
6) any other basis for denying an accommodation.

The Company will endeavor to keep confidential all communications regarding requests for reasonable accommodations and all circumstances surrounding an individual’s underlying reason for needing an accommodation.

The Company will not allow any form of retaliation against individuals who have requested an accommodation, for whom the Company has notice, may require such an accommodation, or who otherwise engage in the cooperative dialogue process.

Individuals with questions regarding this policy should contact Human Resources.
IV. New York City Lactation Accommodation Policy

Pursuant to New York City law, employees have a right to request access to a lactation room for purposes of expressing breast milk.

The Company will provide a lactation room to such employees, unless doing so would impose an undue hardship on the Company. If doing so poses an undue hardship to the Company, the Company will engage in a cooperative dialogue with the employee to discuss reasonable alternatives with the employee in an attempt to accommodate the employee’s needs. For details regarding the cooperative dialogue process, please refer to the New York City Reasonable Accommodation & Cooperative Dialogue policy.

For purposes of this policy, the term lactation room means a sanitary place, other than a restroom, that can be used to express breast milk shielded from view and free from intrusion and that includes at minimum an electrical outlet, a chair, a surface on which to place a breast pump and other personal items, and nearby access to running water. Unless doing so poses an undue hardship, the Company will provide (i) a lactation room in reasonable proximity to the employee’s work area and (ii) a refrigerator suitable for breast milk storage in reasonable proximity to such employee’s work area. If the room designated by the Company to serve as a lactation room is also used for another purpose, the sole function of the room will be as a lactation room while an employee is using the room to express breast milk. While an employee is using the room to express milk, the Company will provide notice to other employees that the room is given preference for use as a lactation room.

An employee may submit a request for a lactation room by contacting Human Resources. The Company will respond to such requests within five (5) business days. If two or more employees need to use the lactation room at the same time, the employees should contact Human Resources so that arrangements can be made to ensure all employees are provided with access to the lactation room amenities. Options may include: finding an alternative clean space free from intrusion; sharing the space among multiple users; or creating a schedule for use.

The Company will provide a reasonable amount of break time each day for an employee to express breast milk pursuant to section 206-c of the labor law.

The Company will not tolerate discrimination or harassment against any employee based on the request for or usage of lactation accommodations. Any discrimination, harassment, or other violations of this policy can be reported to Human Resources.

Employees can contact Human Resources with questions regarding this policy.

V. New York City Temporary Schedule Change

Employees who work eighty (80) or more hours in New York City in a calendar year and have been employed by the Company for one hundred twenty (120) or more days are eligible for two (2) temporary changes to their work schedules each calendar year for certain “personal events.”

A temporary schedule change may last up to one (1) business day on two (2) separate occasions or up to two (2) business days on one (1) occasion each calendar year. A business day is any twenty four (24) hour period during which an employee is required to work any amount of time.

A temporary change means an adjustment to an employee’s usual schedule including in the hours, times or
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locations an employee is expected to work. The change can include: using short-term unpaid leave, paid time off, working remotely, or swapping or shifting working hours with a co-worker. The Company has the option of granting unpaid leave in lieu of the temporary change requested by the employee.

A "personal event" includes the following:
- The need to care for a child under the age of 18 for whom the employee provides direct and ongoing care.
- The need to care for an individual ("care recipient") with a disability who is a family member or who resides in the caregiver’s household for whom the employee provides direct and ongoing care to meet the needs of daily living.
- The need to attend a legal proceeding or hearing for public benefits to which the employee, a family member, or the employee’s minor child or care recipient is a party.
- Any other reason for which the employee may use leave under NYC’s Paid Safe and Sick Leave Law.

For purposes of this policy a “family member” includes: a child (biological, adopted, or foster child; legal ward; child of an employee standing in loco parentis); a grandchild; a spouse (current or former regardless of whether they reside together); a domestic partner (current or former regardless of whether they reside together); a parent; a grandparent; a child or parent of an employee’s spouse or domestic partner; a sibling (including a half, adopted, or step sibling); any other individual related by blood to the employee; and any individual whose close association with the employee is the equivalent of family.

Request for a temporary schedule change must be made orally or in writing to the Company or the employee’s direct supervisor as soon as practicable after the employee becomes aware of the need for the change. The request should include:
- The date of the temporary schedule change;
- That the change is due to a personal event; and
- Proposed type of temporary schedule change (unless the employee would like to use leave without pay).

The Company will respond immediately to such requests. Assuming the employee has not exceeded the number of allowable requests and the request is for a qualifying reason, the Company will either approve the proposed type of temporary schedule change or provide leave without pay. The Company also may offer employees the ability to elect to use paid time off. Employees will not be required to use leave under NYC’s Paid Safe and Sick Leave Law for a temporary schedule change.

If the employee requested the schedule change orally (for example, in person or by phone), the employee must submit a written request no later than the second business day after the employee returns to work. The employee should include in the written request the date of the temporary schedule change and that the change was due to a personal event.

The Company will provide a written response to any written request for temporary schedule change within fourteen (14) days. The response will include:
- Whether the request was granted or denied
- How the request was accommodated (if granted) or the reason for denial (if denied)
- Number of requests the employee has made for temporary schedule changes
- How many days the employee has left in the year for temporary schedule changes

Employees have the right to temporary schedule changes and may file a complaint for alleged violations of this policy and applicable law with the New York City Department of Consumer Affairs. The Company prohibits
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retaliation or the threat of retaliation against an employee for exercising or attempting to exercise any right provided in this policy and applicable law, or interference with any investigation, proceeding or hearing related to or arising out of the employee's rights pursuant to this policy and applicable law.

Employees with questions concerning this policy should contact Human Resources.

VI. Lactation Breaks

Employees who are nursing are provided with break time to express breast milk for up to three (3) years after the birth of a child. Employees will not be discriminated against or retaliated against for exercising their rights under this policy, and reasonable efforts will be made to provide a private room or location in close proximity to the work area for this purpose.

VII. New York City Earned Safe and Sick Time

Eligibility. The Company provides paid safe/sick time to employees who work more than eighty (80) hours in New York City in a calendar year. For employees who work in New York City who are eligible for sick time per the applicable leave summary and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the per the applicable leave summary and/or any other applicable sick time/leave law or ordinance.

Accrual. Employees begin accruing paid safe/sick time pursuant to this policy at the start of employment. Eligible employees will accrue one (1) hour of paid safe/sick time for every thirty (30) hours worked, up to a maximum accrual of forty (40) hours each calendar year. Exempt employees are assumed to work forty (40) hours in each workweek unless their normal workweek is less than forty (40) hours, in which case paid safe/sick time accrues based upon that normal workweek. For purposes of this policy, the calendar year is the consecutive 12-month period beginning January 1st and ending on December 31st.

Usage. Employees may begin using accrued paid safe/sick time after the 120th calendar day of employment. Paid safe/sick time may be used in a minimum increment of four (4) hours, provided this is reasonable under the circumstances. For uses beyond four (4) hours, paid safe/sick time may be used in thirty (30) minute increments (i.e. 4.5 hours, 5 hours, 5.5 hours, etc.). An employee may not use more than forty (40) hours of accrued paid safe/sick time in any calendar year.

Employees may use accrued paid safe/sick time for absences due to:

1) The employee’s mental or physical illness, injury or health condition or need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventive medical care;

2) The care of the employee’s family member who needs medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or who needs preventive medical care;

3) Closure of the employee’s place of business by order of a public official due to a public health emergency or such employee’s need to care for a child whose school or childcare provider has been closed by order of a public official due to a public health emergency; or

4) The employee or a family member of the employee being the victim of family offense matters, sexual offenses, stalking, or human trafficking:
   a. To obtain services from a domestic violence shelter, rape crisis center, or other shelter or services program for relief from a family offense matter, sexual offense, stalking, or human trafficking;
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b. To participate in safety planning, temporarily relocate, or take other actions to increase the safety of the employee or employee’s family members from future family offense matters, sexual offenses, stalking, or human trafficking;

c. To meet with a civil attorney or other social service provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding, including but not limited to, matters related to a family offense matter, sexual offense, stalking, human trafficking, custody, visitation, matrimonial issues, orders of protection, immigration, housing, discrimination in employment, housing or consumer credit;

d. To file a complaint or domestic incident report with law enforcement;

e. To meet with a district attorney’s office;

f. To enroll children in a new school; or

g. To take other actions necessary to maintain, improve, or restore the physical, psychological, or economic health or safety of the employee or employee’s family member or to protect those who associate or work with the employee.

For purposes of this policy, family member means a child, spouse, domestic partner, parent, sibling (including half siblings, step siblings, or siblings related through adoption), grandchild, grandparent, the child or parent of the employee’s spouse or domestic partner, any other individual related by blood to the employee, and any other individual whose close association with the employee is the equivalent of a family relationship.

Unless the employee advises the Company otherwise, we will assume, subject to applicable law, that employees want to use available safe/sick time for absences for reasons set forth above and employees will be paid for such absences to the extent they have safe/sick time available.

Notice and Documentation. Employees must provide seven (7) days advance notice of the need to use accrued paid safe/sick time to their Manager/Supervisor if the need is foreseeable. Where the need is not foreseeable, employees should provide notice as early as practicable. The Company will require supporting documentation if the employee uses accrued paid safe/sick time for more than three (3) consecutive work days. For paid safe/sick time used for reasons (1) or (2) above, documentation signed by a licensed health care provider indicating the need for the amount of paid safe/sick time taken and that paid safe/sick time was used for a covered reason under this policy and/or applicable law will be considered reasonable documentation, and such documentation need not specify the nature of the employee's or the employee's family member's injury, illness or condition, except as required by law. For safe/sick used time for reason (4) above, documentation signed by an employee, agent, or volunteer of a victim services organization, an attorney, a member of the clergy, or a medical or other professional service provider from whom the employee or that employee's family member has sought assistance in addressing family offense matters, sex offenses, stalking, or human trafficking and their effects; a police or court record; or a notarized letter from the employee explaining the need for such time will be considered reasonable documentation, and such documentation need not specify the details of the family offense matter, sexual offense, stalking, or human trafficking. Failure to provide requested documentation for paid safe/sick time taken under this policy within seven (7) days of returning to work may result in disciplinary action, up to and including termination.

Additionally, the Company may require an employee to provide written confirmation that an employee used paid safe/sick time in accordance with applicable law. A copy of the required form will be provided by Manager/Supervisor or otherwise is available here: https://www1.nyc.gov/assets/dca/downloads/pdf/about/PaidSickLeave-EmployeeVerificationRegardingAuthorizedUseofEarnedSickLeave.pdf.

An employee’s use of safe/sick time will not be conditioned upon searching for or finding a replacement worker.
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The Company may take disciplinary action, up to and including termination, against an employee who uses safe/sick time provided under this policy for purposes other than those described above. Indications of abuse of safe/sick time may include, but are not limited to, a pattern of: (1) use of unscheduled safe/sick time on or adjacent to weekends, regularly scheduled days off, holidays, vacation or pay day, (2) taking scheduled safe/sick time on days when other leave has been denied, or (3) taking safe/sick time on days when the employee is scheduled to work a shift or perform duties perceived as undesirable.

**Payment.** Paid safe/sick time will be paid at the same rate as the employee earns from the employee's employment at the time the employee uses such time, unless otherwise required by applicable law, but no less than the applicable minimum wage. Safe/Sick time will be paid no later than the payday for the next regular payroll period beginning after the safe/sick time was used by the employee. Use of paid safe/sick time is not considered hours worked for purposes of calculating overtime.

**Carryover & Payout.** An employee may carry over up to forty (40) hours of accrued, unused paid safe/sick time under this policy to the following calendar year. Accrued but unused paid safe/sick time under this policy will not be paid at separation.

**Enforcement & Retaliation.** Employees have the right to request and use paid safe/sick time and may file a complaint for alleged violations of this policy with the New York City Department of Consumer and Workforce Protection. The Company prohibits retaliation or the threat of retaliation against an employee for exercising or attempting to exercise any right provided in this policy, or interference with any investigation, proceeding or hearing related to or arising out of employee's rights pursuant to this policy and applicable law.

Employees with questions concerning this policy should contact Human Resources.

Please refer to the leave summary specific to your contract for additional details.

**IV. Westchester County Earned Sick Leave**

**Eligibility.** The Company provides earned sick leave to employees who work more than eighty (80) hours in Westchester County in a calendar year. For employees who work in Westchester County who are eligible for sick time per the applicable leave summary, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the per the applicable leave summary.

**Accrual.** Employees begin accruing earned sick leave pursuant to this policy on July 10, 2019 or at the start of employment, whichever is later. Eligible employees will accrue one (1) hour of earned sick leave for every thirty (30) hours worked, up to a maximum accrual of forty (40) hours each year. For purposes of this policy, the year is the consecutive 12-month period beginning January 1st and ending on December 31st.

**Usage.** Employees may use earned sick leave after their 90th calendar day of employment. Earned sick leave may be used in a minimum increment of four (4) hours. For uses beyond four (4) hours, earned sick leave may be used in the smallest increment that the Company’s payroll system uses to account for absence or use of other time. An employee may not use more than forty (40) hours of earned sick leave in any year.

Earned sick leave can be used for the following reasons:

1. An employee's mental or physical illness, injury or health condition; an employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; an employee's need for preventive medical care;
2. The care of a family member with a mental or physical illness, injury or health condition; care of a family
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member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; and care of a family member who needs preventive medical care;

3. The employee's own care or the care of a family member when it has been determined by the public health authorities having jurisdiction that the employee's or family member's presence in the community may jeopardize the health of others because of exposure to a communicable disease whether or not the employee or family member has actually contracted the communicable disease; or

4. The closure of the employee's place of business by order of a public official due to a public health emergency or the closure of a day care or elementary or secondary school attended by an employee's child where such closure was due to a public health emergency.

For purposes of this policy, family member means: an employee's child (biological, adopted, or foster child; legal ward; or child of an employee standing in loco parentis), spouse, domestic partner, parent, sibling, grandchild or grandparent; and the child or parent of an employee's spouse, domestic partner or household member.

For purposes of this policy, household member means: (i) persons related by consanguinity or affinity; (ii) persons legally married to or in a domestic partnership with one another; (iii) persons formerly married to or in a domestic partnership with one another regardless of whether they still reside in the same household; (iv) persons who have a child in common, regardless of whether such persons have been married or domestic partners or have lived together at any time; and (v) persons who are not related by consanguinity or affinity and who are or have been in an intimate relationship regardless of whether such persons have lived together at any time.

An employee's use of earned sick leave will not be conditioned upon searching for or finding a replacement worker.

Unless the employee advises the Company otherwise, we will assume, subject to applicable law, that employees want to use available earned sick leave for absences for reasons set forth above and employees will be paid for such absences to the extent they have earned sick leave available.

Notice & Documentation. Earned sick leave will be provided upon the request of an employee. Such request may be made orally, in writing, or by electronic means to their Manager/Supervisor. When possible, the request must include the expected duration of the absence. When the use of earned sick leave is foreseeable, the employee must make a good faith effort to provide notice in advance and shall make a reasonable effort to schedule the use of earned sick leave in a manner that does not unduly disrupt the operations of the Company.

For earned sick leave of more than three (3) consecutive work days, the Company may require the employee to provide reasonable documentation that the earned sick leave has been used for a covered purpose. Documentation provided by the employee and signed by a health care professional indicating that earned sick leave is necessary shall be considered reasonable documentation. The Company will not require a doctor to provide a note containing information in violation of HIPAA.

Payment. Earned sick leave will be paid at the same hourly rate the employee earns from their employment at the time the employee uses such time, but no less than the applicable minimum wage. Use of earned sick leave is not considered hours worked for purposes of calculating overtime.

Carryover & Payout. An employee may carry over up to forty (40) hours of accrued, unused earned sick leave under this policy to the following year. Unused earned sick leave under this policy will not be paid at separation.

Enforcement & Retaliation. The Company prohibits retaliation or discrimination against an employee for
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Employees exercising or attempting to exercise any right provided in this policy or under applicable law, including participating in or assisting an investigation, proceeding or hearing under the law.

Employees with questions concerning this policy should contact Human Resources.

V. Westchester County Safe Time Leave

Eligibility. The Company provides safe time leave to employees who work in Westchester County for more than 90 days in a calendar year and are victims of domestic violence or human trafficking, as defined below. For employees who work in Westchester County who are eligible for safe time under the applicable leave summary, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the applicable leave summary.

Available Leave. Eligible employees are entitled to take up to forty (40) hours of paid safe time leave in any year. For purposes of this policy, the year is the 12-month period beginning January 1st and ending on December 31st.

Usage. Employees can begin to use their safe time leave immediately. Safe time leave can be taken in full days and/or in increments.

Employees who are victims of domestic violence or victims of human trafficking may use safe time leave for the following reasons:

1) To attend and/or testify in criminal court proceedings relating to domestic violence or human trafficking;
2) To attend and/or testify in civil court proceedings relating to domestic violence or human trafficking; or
3) To move to safe location.

Unless the employee advises the Company otherwise, we will assume, subject to applicable law, that employees want to use available safe time leave for absences for reasons set forth above and employees will be paid for such absences to the extent they have safe time leave available.

An employee’s use of safe time leave will not be conditioned upon searching for or finding a replacement worker.

Notice and Documentation. Notice to their Manager/Supervisor may be given orally, in writing, or by electronic means. When possible, the request should include the expected duration of the absence. When the use of safe time leave is foreseeable, the employee shall make a good faith effort to provide notice to their Manager/Supervisor in advance and, when possible, shall make a reasonable effort to schedule the use of safe time leave in a manner that does not unduly disrupt the operations of the Company.

Employees may be required to provide reasonable documentation that the safe time leave has been used for one of the enumerated purposes above. Documentation provided by the employee may include any one of the following:

1. a court appearance ticket or subpoena;
2. a copy of a police report;
3. an affidavit from an attorney involved in the court proceeding relating to the issue of domestic violence and/or human trafficking; or
4. an affidavit from an authorized person from a reputable organization known to provide assistance to victims of domestic violence and victims of human trafficking (such as My Sisters’ Place).
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**Payment.** Safe time leave is paid at the same rate as the employee earns from employment at the time the employee uses such time, unless otherwise required by applicable law. Use of safe time leave is not considered hours worked for purposes of calculating overtime.

**Carryover & Payout.** Unused safe time leave does not carry over from year to year and will not be paid upon separation.

**Enforcement & Retaliation.** Retaliation against employees who request or use safe time leave is prohibited. Employees have the right to file a complaint with the Department of Weights and Measures – Consumer Protection if they believe they have been denied safe time leave, retaliated against, or that their rights to safe time leave have been otherwise interfered with or restrained; or may bring a civil action in the event of retaliation.

Employees with questions or concerns regarding this policy can contact Human Resources.

VIII. **Blood Donation Leave**

In accordance with New York Labor Law, the Company will provide employees who work in New York at least twenty (20) hours per week up to three (3) hours of unpaid leave in any calendar year to donate blood.

Employees must provide their Manager/Supervisor with reasonable notice of their intention to participate in a blood drive. If the blood drive is at an offsite location, employees must provide at least three (3) days advance notice. If the blood drive is onsite, employees must provide at least two (2) days advance notice.

The Company fully supports the use of this leave to make a blood donation. The Company will not tolerate any form of retaliation against an employee for requesting or using leave to donate blood.

IX. **New York State Paid Family Leave**

**Eligibility Requirements**

Employees who have a regular work schedule of 20 or more hours per week and have been employed at least 26 consecutive weeks prior to the date paid family leave (“PFL”) begins (or who have a regular work schedule of less than 20 hours per week and have worked at least 175 days prior to the date PFL begins) are eligible for PFL. Paid time off can be counted toward an employee’s eligibility determination. Employees are eligible for PFL regardless of citizenship and/or immigration status. An employee has the option to file a waiver of PFL and therefore not be subject to deductions when their regular employment schedule is: (i) 20 or more hours per week but the employee will not work 26 consecutive weeks; or (ii) less than 20 hours per week and the employee will not work 175 days in a 52 consecutive week period.

**Entitlement**

PFL is available to eligible employees for up to ten (10) weeks *(increases to up to twelve (12) weeks on or after January 1, 2021)* within any 52 consecutive week period: (a) to participate in providing care, including physical or psychological care, for the employee’s family member (child, spouse, domestic partner, parent, parent-in-law grandchild or grandparent) with a serious health condition; or (b) to bond with the employee’s child during the first twelve months after the child’s birth, adoption or foster care placement; or (c) for qualifying exigencies, as interpreted by the Family and Medical Leave Act (FMLA), arising out of the fact that the employee’s spouse, domestic partner, child, or parent is on active duty (or has been notified of an impending call or order to active duty) in the armed forces of the United States. The 52 consecutive week period is determined retroactively with respect to each day for which PFL benefits are currently being claimed.
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PFL benefits are financed solely through employee contributions via payroll deductions. The weekly monetary benefit will be 55% of the employee’s average weekly wage or 55% of the state average weekly wage, whichever is less (increases to 60% on or after January 1, 2020 and 67% or after January 1, 2021).

The Company and an employee may agree to allow the employee to supplement PFL benefits up to their full salary with paid time off, to the maximum extent permitted by applicable law.

An employee who is eligible for both statutory short-term disability benefits and PFL during the same period of 52 consecutive calendar weeks may not receive more than 26 total weeks of disability and PFL benefits during that period of time. Statutory short-term disability benefits and PFL benefits may not be used concurrently. If an employee is unable to work and qualifies for workers’ compensation benefits, the employee may not use PFL benefits at the same time the employee is receiving workers’ compensation benefits. An employee receiving reduced earnings may be eligible for PFL.

Leave may not be taken for any one of, or for a combination of, the following reasons: (i) for a birth mother’s pregnancy or prenatal conditions; (ii) for an employee’s own health condition; and/or; (iii) for an employee’s own qualifying military event.

Definition of a Serious Health Condition
A serious health condition is an illness, injury, impairment, or physical or mental condition that involves: (a) inpatient care in a hospital, hospice or residential health care facility; or (b) continuing treatment or continuing supervision by a health care provider.

Use of Leave
An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently in daily increments. Leave taken on an intermittent basis will not result in a reduction of the total amount of leave to which an employee is entitled beyond the amount of leave actually taken.

Employee Responsibilities
An employee must provide thirty (30) days’ advance notice before the date leave is to begin if the qualifying event is foreseeable. When thirty (30) days’ notice is not practicable for reasons such as lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, the employee must provide notice as soon as practicable and generally must comply with the Company’s normal call-in procedures. Failure by the employee to provide (30) days’ advance notice of a foreseeable event may result in partial denial of the employee’s benefits for a period of up to thirty (30) days from the date notice is provided.

Employees must provide sufficient information to make the Company aware of the qualifying event and the anticipated timing and duration of the leave. Employees must specifically identify the type of family leave requested. Employees also must provide medical certifications and periodic recertification or other supporting documentation or certifications supporting the need for leave. An employee requesting paid family leave must submit a completed Request for Paid Family Leave or PFL-1 form and additional certification form(s) as follows to New York State Insurance Fund (NYSIF): (1) Bonding Certification: PFL-2 Form plus documentation; (2) Health Care Provider Certification: PFL-4 Form plus Personal Health Information (PHI) Release (PFL-3 Form); or (3) Military Qualifying Event: PFL-5 Form plus documentation. To obtain the PFL claim forms, employees must contact the Company’s PFL Carrier, New York State Insurance Fund (NYSIF): at www.nysif.com or 1-888-875-5790, Monday - Friday, 8:00 a.m. to 5:00 p.m.

To submit a request for PFL, employees must complete the Request for Paid Leave Form PFL-1, and submit it to the Company at Benefits@alutiiq.com, fax 757-410-7764, or by mail Alutiiq, LLC 737 Volvo Parkway, Ste.
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150, Chesapeake, VA 23320. The Company will populate its section of the form – Part B Employer Information, and will return it to employees within 3 business days. If the Company fails to respond, employees may submit all materials directly to NYSIF via fax 518-437-5201 or mail NYSIF Document Control Center, Disability Claims, 1 Watervliet Ave. Ext., Albany, NY 12206. Depending on the type of PFL leave employees are seeking, employees will be required to complete additional PFL forms as described in the PFL-1 Form employees will receive from New York State Insurance Fund. Employees must submit the completed PFL forms to NYSIF before or within 30 days after the start of their leave. New York State Insurance Fund must pay or deny leave requests within 18 calendar days of receiving an employee’s completed forms.

Job Benefits and Protection

During any PFL taken pursuant to this policy, the Company will maintain coverage under any existing group health insurance benefits plan as if the employee had continued to work. The employee must make arrangements with Human Resources prior to taking leave to pay their portion of any applicable health insurance premiums each month.

The Company’s obligation to maintain health insurance coverage ceases if an employee’s premium payment is more than 30 days late. If an employee’s payment is more than 15 days late, the Company will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date.

Any employee who exercises their right to PFL will receive job protection. This means that upon the expiration of that leave, the employee will be entitled to be restored to the position held by the employee when the leave commenced, or to a comparable position with comparable benefits, pay, and other terms and conditions of employment. The taking of leave covered by PFL will not result in the loss of any employment benefit accrued prior to the date on which the leave commenced. While on PFL, employees will not continue to accrue paid time off.

Leave Concurrent with FMLA

The Company will require an employee who is entitled to leave under both the FMLA and PFL, to take PFL concurrently with any leave taken pursuant to the FMLA. When the total hours taken for FMLA in less than full-day increments reaches the number of hours in an employee’s usual workday, the Company may deduct one (1) day of PFL from an employee’s annual available PFL.

Questions and/or Complaints about PFL

If employees have any questions regarding this policy, they should contact Human Resources. For additional information concerning leave entitlements and obligations that might arise when PFL is either not available or exhausted, please consult the Company’s other leave policies or contact Human Resources. The Company is committed to complying with the PFL and shall interpret and apply this policy in a manner consistent with the PFL. Employees who disagree with a denial of their claim for PFL may submit their dispute to arbitration. Employees will be provided information with information about how to request arbitration.

Employees are protected from discrimination and retaliation for requesting or taking PFL. If employees believe their rights have been violated and/or denied job restoration as a result of requesting and/or taking PFL, they must send Human Resources a formal request for job reinstatement using the Formal Request For Reinstatement Regarding Paid Family Leave (Form PFL-DC-119), which can be found in the forms section of https://www.ny.gov/PaidFamilyLeave. Employees must file the completed form with the Company and send a copy to: Paid Family Leave, P.O. Box 9030, Endicott, NY 13761-9030. If the Company does not comply with an employee’s request for reinstatement within 30 days, the employee may file a PFL discrimination complaint with the Workers’ Compensation Board using the Paid Family Leave Discrimination Complaint (Form PFL-DC-120), which is also available on the New York Paid Family Leave website. Once an employee’s complaint is
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received, the Board will assemble the employee’s case and schedule a preliminary hearing in front of a Workers’ Compensation Law Judge.
I. **School Visitation Leave**

Employees will be granted four (4) hours per year of unpaid leave (to be taken at a mutually agreed upon time between the Company and the employee unless the Company advises the employee otherwise) to any employee who is a parent or guardian or standing in loco parentis of a school-aged child so that the employee may attend or otherwise be involved in that child’s school (which includes a preschool or child care facility). The employee is required to schedule this time off with their manager/supervisor as far in advance as practicable, but at least forty-eight (48) hours before the time desired for the leave. The Company may require that the employee furnish written verification from the child’s school that the employee attended or was otherwise involved at that school during the time of the leave.
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OHIO SUPPLEMENT

I. Pregnancy/Maternity Leave

Female employees working in Ohio are entitled to a reasonable leave of absence for pregnancy, childbirth, and related medical conditions upon hire. Generally, twelve (12) workweeks will be considered "reasonable" leave, but deviations will be considered on a case-by-case basis, taking into account the employee’s need as well as the Company’s legitimate operational needs.

Written requests for a leave of absence must be made to the employee’s Manager/Supervisor thirty (30) days before the first day of the absence requested. If this is not possible, employees must at least give notice to their Manager/Supervisor as soon as practicable (i.e., within two (2) working days of learning of their need for leave). Failure to provide such notice may be grounds for delay of leave.

Pregnancy/maternity leaves of absence are unpaid. As with FMLA leave, accrued paid time off may be taken concurrently with this leave of absence. Pregnancy/maternity leaves of absence will be available without regard to FMLA eligibility; however, if the employee is eligible for FMLA leave, any pregnancy/maternity leave of absence will run concurrently with FMLA leave.

Employees must give notice as soon as practicable (within two (2) working days, if feasible) if the dates of leave change and/or are extended. Employees are required to provide medical certification of their fitness to resume work, with or without reasonable accommodation.

Employees with questions concerning this policy should contact Human Resources.
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OREGON SUPPLEMENT

I. Discrimination and Harassment (Addendum To Discrimination, Sexual and Other Harassment & Retaliation Prevention Policy)

Individuals who believe they have been the victims of conduct prohibited by this policy including discrimination or harassment (including conduct that constitutes sexual assault) or believe they have witnessed such conduct should report their concerns in accordance with the reporting procedures set forth in the underlying policy.

While employees are encouraged to report claims internally, if an employee believes that they have been subjected to discrimination or harassment (including conduct that constitutes sexual assault), the employee may file a formal complaint with the Equal Employment Opportunity Commission, the Oregon Bureau of Labor and Industries, or in a court of law. A claim alleging discrimination or harassment (including conduct that constitutes sexual assault) prohibited by Oregon law, must be filed no later than five years after the occurrence of the alleged conduct.

Under Oregon law, employers may not require or coerce an employee to enter into a nondisclosure or nondisparagement agreement that has the purpose or effect of preventing an employee from disclosing or discussing conduct that constitutes unlawful discrimination or harassment (including conduct that constitutes sexual assault) that occurred between employees in the workplace or at a work-related event, or between employees and the employer at or away from the workplace. Any employee claiming to be the victim of discrimination or harassment (including conduct that constitutes sexual assault) may voluntarily request to enter into a nondisclosure or nondisparagement agreement. Any employee who voluntarily enters into a nondisclosure or nondisparagement agreement shall have seven days to revoke the agreement.

Employers and employees are advised to document any incidents involving discrimination or harassment (including conduct that constitutes sexual assault) as defined by Oregon law.

II. Oregon Paid Sick Time

Eligibility. The Company provides paid sick time to employees who work in Oregon. For employees who work in Oregon who are eligible for sick time per the applicable leave summary and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the per the applicable leave summary and/or any other applicable sick time/leave law or ordinance.

Accrual. Employees begin accruing paid sick time pursuant to this policy at the start of employment. Eligible employees accrue 1 1/3 hour of paid sick time for every forty (40) hours worked, up to a maximum accrual of forty (40) hours each year. Exempt employees will be presumed to work forty (40) hours in each workweek for accrual purposes unless their normal workweek is less than forty (40) hours, in which case accrual will be based on that normal workweek. For purposes of this policy, the year is the consecutive 12-month period beginning January 1st and ending on December 31st.

Usage. Employees may begin using accrued paid sick time on the 91st calendar day of employment. Paid sick time may be used in hourly increments. An employee may not use more than forty (40) hours of accrued paid sick time in any year.

An employee may use paid sick time for the following reasons:

1) For an employee’s or a family member’s (spouse; same-gender domestic partner; custodial, non-
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custodial, in loco parentis, adoptive, foster, biological, or step parent; parent-in-law; parent of a same-gender domestic partner; grandparent; grandchild; biological, adopted, foster, or step child, whether a minor an adult; or child of a same-gender domestic partner) mental or physical illness, injury or health condition, need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventive medical care;

2) For any covered purpose under the Oregon Family Leave Act:
   a) to recover from or seek treatment for a serious health condition, as defined under Oregon law, that renders the employee unable to perform at least one of the essential functions of the employee’s regular position;
   b) to care for a family member with a serious health condition, as defined under Oregon law;
   c) to care for an infant or newly adopted child under 18 years of age, or for a newly placed foster child under 18 years of age, or for an adopted or foster child older than 18 years of age if the child is incapable of self-care because of a mental or physical disability;
   d) to care for a child who is suffering from an illness, injury or condition that is not a serious health condition but that requires home care; or
   e) for bereavement purposes, e.g., to deal with the death of a family member by attending a funeral (or alternative to a funeral), making related arrangements, or grieving, within 60 days of the date on which the employee received notice of the death of the family member; or

3) For reasons relating to domestic violence, harassment, sexual assault, or stalking of an employee or an employee’s minor child or dependent, in accordance with Oregon law, such as:
   a) to seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or the employee’s minor child or dependent, including preparing for and participating in protective order proceedings or other related civil or criminal legal proceedings;
   b) to seek medical treatment for or to recover from related injuries;
   c) to obtain, or to assist a minor child or dependent in obtaining, counseling from a licensed mental health professional;
   d) to obtain services from a victim services provider; or
   e) to relocate or take steps to secure an existing home to ensure the health and safety of the eligible employee or the employee’s minor child or dependent; or

4) In the event of a public health emergency, which includes, but is not limited to:
   a) closure of the employee’s place of business, or the school or place of care of the employee’s child, by order of a public official due to a public health emergency;
   b) a determination by a lawful public health authority or by a health care provider that the presence of the employee or the family member of the employee in the community would jeopardize the health of others, such that the employee must provide self-care or care for the family member; or
   c) the exclusion of the employee from the workplace under any law or rule that requires the employer to exclude the employee from the workplace for health reasons.

Unless the employee advises the Company otherwise, we will assume, subject to applicable law, that employees want to use available paid sick time for absences for reasons set forth above and employees will be paid for such absences to the extent they have paid sick time available.

Paid sick time will run concurrently with any applicable law for which the employee qualifies, including the Oregon Family Leave Act (reason 2 above) and the Oregon leave law for victims of domestic violence, harassment, sexual assault, or stalking (reason 3 above).

Employees will receive written notification of the amount of accrued and unused paid sick time available for use at least quarterly.
Notice and Documentation. For foreseeable absences, employees must comply with the Company’s usual and customary notice and procedural requirements when requesting time off pursuant to this policy. Employees must make a reasonable attempt to schedule the use of paid sick time in a manner that does not unduly disrupt the Company’s operations. If possible, employees must include the anticipated duration of their absence when requesting paid sick time, and must inform the Company of any change in the expected duration of the absence. If the need to use paid sick time is unforeseeable (such as a sudden illness, an emergency, or an accident), notice to the employee’s Manager/Supervisor is required before the start of the employee’s shift or, when circumstances prevent such notice, as soon as practicable. If an employee takes more than three (3) consecutively scheduled workdays of paid sick time for reasons 1 through 3 above, the Company may require documentation of the need for the paid sick time in the form of verification from a health care provider or certification such as:

1) A copy of a police report indicating that the employee or the employee’s minor child or dependent was a victim of domestic violence, harassment, sexual assault or stalking;
2) A copy of a protective order or other evidence from a court, administrative agency or attorney that the employee appeared in or was preparing for a civil, criminal or administrative proceeding related to domestic violence, harassment, sexual assault or stalking; or
3) Documentation from an attorney, law enforcement officer, health care professional, licensed mental health professional or counselor, member of the clergy or victim services provider that the employee or the employee’s minor child or dependent was undergoing treatment or counseling, obtaining services or relocating as a result of domestic violence, harassment, sexual assault or stalking.

If foreseeable paid sick time is projected to last more than three (3) scheduled work days, the verification/certification which may be requested above should be provided before the sick time commences or as soon as otherwise practicable. If an employee needs to take paid sick time but was not able to provide prior notice, medical verification permitted under this policy must be provided to the Company within fifteen (15) calendar days of the Company’s request for such verification. Certification for paid sick time used for reason 3 must be provided to the Company within a reasonable time after the Company’s request for such certification.

Additionally, if the Company suspects an employee is abusing this policy, the Company may require verification from a health care provider, regardless of whether the employee has used paid sick time for more than three (3) consecutive days. Conduct that may indicate a pattern of abuse under this policy includes, but is not limited to, repeated uses of unscheduled paid sick time on or adjacent to weekends, holidays, vacation days or payday.

Payment. Sick time will be paid at the regular hourly rate that an employee earns for the workweek in which sick time was used, which will be no less than the applicable minimum wage rate. The Company reserves the right to delay payment for paid sick leave if an employee fails to provide verification or certification within the required timeframe. Use of paid sick time is not considered hours worked for purposes of calculating overtime.

Carryover & Payout. Up to forty (40) hours of accrued, unused paid sick time under this policy can be carried over to the following year. Accrued but unused paid sick time under this policy will not be paid at separation.

Enforcement & Retaliation. The Company will not deny, interfere with, restrain or fail to pay for sick time to which an employee is entitled pursuant to this policy and/or applicable law, or retaliate or discriminate against an employee who requests or takes time off pursuant to this policy or participates in any manner in an investigation, proceeding, or hearing related to this policy and/or applicable law. Employees may file a complaint with the Commissioner of the Bureau of Labor and Industries.

If employees have any questions regarding this policy, they should contact Human Resources.
III. Oregon Family Leave (Addendum to FMLA Policy)

Like the Family and Medical Leave Act ("FMLA") Policy described elsewhere in this Handbook, the Oregon Family Leave Act ("OFLA") may require employers to provide family and medical leaves of absence for eligible employees. Either or both of these laws may apply to a leave. Where both laws apply, any leave taken will be counted under both laws at the same time. This policy will be interpreted to comply with the law(s) that apply to a particular leave. This policy provides employees information concerning any OFLA entitlements and obligations that differ from the FMLA entitlements and obligations that are set forth elsewhere in this handbook. If employees have any questions concerning OFLA leave, they should contact Human Resources.

**Eligibility.** OFLA leave is available to “OFLA eligible employees.” To be an OFLA eligible employee, an employee must:

1) Have been employed by the Company for at least 180 days immediately preceding the day the leave begins;
2) Have worked an average of at least twenty-five (25) hours per week during that 180-day period (unless the leave is to care for a newborn child or newly placed foster or adopted child, in which case the weekly hour requirement is inapplicable); and
3) Be employed by an employer with at least twenty-five (25) employees in Oregon (including part-time employees and employees on leave) during each working day of twenty (20) or more calendar workweeks in the year in which the leave will be taken, or in the preceding year.

**Reasons for Leave.** OFLA leave may be taken:

1) For the employee’s own serious health condition, including pregnancy related conditions;
2) For the serious health condition of the employee’s family member;
3) To care for or bond with a newborn, newly adopted, or newly placed foster child (“parental leave”);
4) For the non-serious health condition of a child requiring home care (“sick child leave”); and
5) To deal with the death of a family member by (i) attending the funeral (or alternative) of the family member; (ii) making arrangements necessitated by the death of a family member; or (iii) grieving the death of a family member.

For purposes of OFLA leave, “family member” includes a spouse; parent; parent-in-law; grandparents; grandchildren; biological, adopted or foster children; and a same sex domestic partner (and the parent or child of a same-sex domestic partner).

For purposes of OFLA leave, a “serious health condition” means: (a) an illness, injury, impairment or physical or mental condition that requires inpatient care in a hospital, hospice or residential medical care facility; (b) an illness, disease or condition that in the medical judgment of the treating health care provider poses an imminent danger of death, is terminal in prognosis with a reasonable possibility of death in the near future, or requires constant care; (c) any period of disability due to pregnancy, or period of absence for prenatal care; or (d) effective January 1, 2020, any period of absence for the donation of a body part, organ or tissue, including preoperative or diagnostic services, surgery, post-operative treatment and recovery.

**Length of Leave.** Under the OFLA, eligible employees are entitled to a maximum of twelve (12) weeks leave per year, subject to the following exceptions:

1) A female employee who takes leave for a pregnancy-related disability (including routine prenatal care) may take up to an additional twelve (12) weeks for any OFLA-qualifying purpose; and
2) Male or female employees who use a full twelve (12) weeks of “parental leave” may use up to twelve (12) additional weeks in the same leave year for “sick child leave.”
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Two family members working for the same employer are permitted to each take up to twelve (12) weeks of parental leave, but in some situations may be required to stagger the leave. An eligible employee is entitled to take a maximum of two weeks of leave per death of a family member, up to a maximum of twelve (12) weeks per leave year. The leave must be completed within sixty (60) days after the date on which the employee receives notice of the death of the family member.

**Intermittent Leave.** Under the OFLA, intermittent leave is permitted for the employee’s or family member’s serious medical condition, including pregnancy and prenatal care, as well as sick child leave (used for non-serious conditions). Intermittent leave is not available for parental leave (care for or bond with new child). Where applicable, intermittent leave may be taken in the shortest increments used by the Company to track absences.

**Restoration of Employment and Benefits.** At the end of OFLA leave, subject to some exceptions, employees generally must be restored to the position held prior to leave. If an employee’s original position has been eliminated, the employee will be returned to an equivalent position with equivalent pay, benefits and other terms. There is no key employee exception under the OFLA.
I. Pittsburgh Pregnancy Accommodations

In compliance with the Pittsburgh City Code, the Company will not discriminate against an employee because of pregnancy, childbirth, or related medical conditions and events. The Company will endeavor to reasonably accommodate an employee affected by pregnancy, childbirth, or related medical conditions as well as an employee who is the partner of a person who is pregnant or affected by a related medical condition in order to allow the employee to perform the essential duties of their job unless doing so will impose an undue hardship on the Company’s business. Such accommodations may include, but are not limited to, modifications or adjustments to an employee’s work station, including seating accommodations; work schedule modifications, including additional water, bathroom, rest and lactation-related breaks; modified job requirements or job reassignment, including light duty work; or providing unpaid leave.

Any employee who needs to request an accommodation due to pregnancy, childbirth, or a related medical condition should contact Human Resources. If an employee who has requested an accommodation has not received an initial response within five (5) business days, the employee should contact the Vice President of Human Resources.

After receiving a request for an accommodation due to pregnancy, childbirth, or a related medical condition or otherwise becoming aware that an employee requires such an accommodation, the Company will engage in an interactive process with the employee. Even if an employee has not formally requested an accommodation, the Company may initiate an interactive process under certain circumstances, such as when the Company has knowledge that an employee’s performance at work has been negatively affected and a reasonable basis to believe that the issue is related to the employee’s or their partner’s pregnancy, childbirth, or related medical condition, in compliance with applicable law.

The interactive process may take place in person, by telephone, or by electronic means such as e-mail. As part of the interactive process, the Company will communicate with the individual in order to determine whether and how the Company may be able to provide a reasonable accommodation. To the extent necessary and appropriate based on the request, the Company will attempt to explore the existence and feasibility of alternative accommodations as well as alternative positions for the individual. The Company is not required to provide the specific accommodation sought by an individual, provided the alternatives are reasonable and either meet the specific needs of the individual or specifically address the individual’s limitations.

As part of the interactive process, the Company reserves the right to request medical documentation, to the extent permitted by applicable law. If the Company believes that the provided documentation is insufficient, and before denying the request based on insufficient documentation, the Company reserves the right to request additional documentation from the employee or, upon the employee’s written consent, speak with the health care provider who provided the documentation. As applicable, an employee whose time off is covered by the Family Medical Leave Act (FMLA) may also be required to provide medical documentation, depending on the circumstances of the leave request, pursuant to federal law.

At the conclusion of the interactive process, the Company will provide written notice to the employee in a timely manner indicating that the Company:

1) will be able to offer and provide a reasonable accommodation,
2) will not be able to provide a reasonable accommodation to the employee because there is no accommodation available that will not cause an undue hardship on the Company’s operations, or
3) will not be able to provide a reasonable accommodation to the employee because no accommodation exists that will allow the employee to perform the essential requisites of the job.
The Company will not retaliate or take any adverse employment action against an employee because the employee has requested a reasonable accommodation under this policy, opposed a discriminatory act prohibited by the Code, made a complaint of discrimination under the Code; or testified or otherwise assisted or participated in an investigation by or proceeding before the Pittsburgh Commission on Human Relations.

Employees with questions or concerns regarding this policy should contact Human Resources.

II. Pittsburgh Paid Sick Time

**Eligibility.** The Company provides paid sick time to employees who work in the City of Pittsburgh in accordance with the Paid Sick Days Act (the “Ordinance”). For employees who work in the City of Pittsburgh who are eligible for sick time per the applicable leave summary and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the per the applicable leave summary and/or any other applicable sick time/leave law or ordinance.

**Accrual.** Employees begin accruing paid sick time pursuant to this policy on applicable leave summary or at the start of employment, whichever is later. Employees accrue one (1) hour for every thirty five (35) hours worked, up to a maximum accrual of twenty four (24) hours each calendar year. Exempt employees are assumed to work forty (40) hours in each workweek unless their normal workweek is less than forty (40) hours, in which case paid sick time accrues based upon that normal workweek. For purposes of this policy, the calendar year is the consecutive 12-month period beginning January 1st and ending on December 31st.

**Usage.** Employees may use paid sick time on the 90th calendar day following commencement of employment. Paid sick time may be used in the smaller of hourly increments or the smallest increment that the Company’s payroll system uses to account for absences or use of other time. An employee may not use more than twenty four (24) hours of paid sick time in any calendar year.

Employees may use paid sick time for absences due to:

5) An employee's mental or physical illness, injury or health condition; an employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; an employee's need for preventive medical care;

6) Care of a family member with a mental or physical illness, injury or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; care of a family member who needs preventive medical care; or

7) Closure of the employee's place of business by order of a public official due to a public health emergency or an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, or care for a family member when it has been determined by the health authorities having jurisdiction or by a health care provider that the family member's presence in the community may jeopardize the health of others because of the family member's exposure to a communicable disease, whether or not the family member has actually contracted the communicable disease.

For purposes of this policy, family member includes: a biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, or a child to whom the employee stands in loco parentis; a biological, foster, stepparent or adoptive parent or legal guardian of an employee or an employee's spouse or domestic partner or a person who stood in loco parentis when the employee was a minor child; a person to whom the employee is legally married under the laws of any state; a grandparent or spouse or domestic partner of a grandparent; a grandchild; a biological, foster or adopted sibling; a domestic partner; or any individual for whom the employee has received oral permission from the employer to care for at the time of the employee's request to make use
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of sick time.

An employee’s use of paid sick time will not be conditioned upon searching for or finding a replacement worker.

Unless the employee advises the Company otherwise, we will assume, subject to applicable law, that employees want to use available paid sick time for absences for reasons set forth above and employees will be paid for such absences to the extent they have paid sick time available.

**Notice & Documentation.** Requests to use paid sick time may be made orally, in writing, or electronically (e.g., via email), and whenever possible, the request must include the expected duration of the employee’s absence. When the use of paid sick time is foreseeable, the employee is required to make a good faith effort to provide notice of the need for such time to their Manager/Supervisor seven (7) days in advance of the use of the paid sick time or as early as possible under the circumstances and make a reasonable effort to schedule the use of earned paid sick time in a manner that does not unduly disrupt the Company’s operations. When the use of earned sick time is not foreseeable, the employee is required to provide notice to their Manager/Supervisor at least one (1) hour prior to the start of the employee’s workday or as soon as possible under the circumstances.

For paid sick time of three (3) or more full consecutive days, the Company may require reasonable documentation that the paid sick time has been used for a covered purpose. Documentation signed by a health care professional indicating that sick time is necessary shall be considered reasonable documentation. Documentation provided to the Company should not explain the nature of the employee’s or a family member’s illness or health condition.

**Payment.** Paid sick time will be paid at the same base rate of pay and with the same benefits, including health care benefits, as an employee would have earned at the time of their use of the paid sick time, but no less than the applicable minimum wage, unless otherwise required by applicable law. Use of paid sick time is not considered hours worked for purposes of calculating overtime.

**Carryover & Payout.** An employee may carry over up to twenty four (24) hours of accrued, unused paid sick time to the following calendar year. Unused paid sick time will not be paid at separation.

**Enforcement & Retaliation.** The Company prohibits retaliation or discrimination against an employee because the employee has exercised rights protected under the Ordinance. Such rights include but are not limited to the right to use sick time pursuant to the Ordinance; the right to file a complaint with the Office of the City Controller or a court; the right to inform any person about any employer’s alleged violations of this Ordinance; and the right to inform any person of his or her potential rights under the Ordinance. Employees may file a complaint or bring a civil action if sick time is denied or if they are subjected to retaliation for requesting or taking sick time.

Questions about rights and responsibilities under the law can be answered by Human Resources.

**III. Philadelphia Paid Sick Time**

**Eligibility.** The Company provides paid sick time to employees who work in Philadelphia for at least 40 hours in a year. For employees who work in Philadelphia who are eligible for sick time per the applicable leave summary and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the per the applicable leave summary and/or any other applicable sick time/leave law or ordinance.
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**Accrual.** Employees begin accruing paid sick time pursuant to this policy at the start of employment. Eligible employees will accrue one (1) hour of paid sick time for every forty (40) hours worked, up to a maximum accrual of forty (40) hours each calendar year. Exempt employees will be presumed to work forty (40) hours in each workweek for accrual purposes unless their normal workweek is less than forty (40) hours, in which case accrual will be based on that normal workweek. For purposes of this policy, the calendar year is the consecutive 12-month period beginning January 1st and ending on December 31st.

**Usage.** Employees may begin using paid sick time on the 90th calendar day of employment. Paid sick time may be used in minimum increments of fifteen (15) minutes. An employee may not use more than forty (40) hours of accrued paid sick time in any calendar year.

An employee may use paid sick time for the following qualifying absences:

1. An employee’s mental or physical illness, injury or health condition; an employee’s need for medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; an employee’s need for preventive medical care;
2. Care of a family member with a mental or physical illness, injury or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; care of a family member who needs preventive medical care; or
3. An absence necessary due to domestic abuse, sexual assault or stalking, provided the leave is to allow the employee to obtain for the employee or the employee’s family member medical attention needed to recover from physical or psychological injury or disability caused by domestic or sexual violence or stalking; services from a victim services organization; psychological or other counseling; relocation due to the domestic or sexual violence or stalking; or legal services or remedies, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic or sexual violence.

For purposes of this policy, a family member includes a biological, adopted or foster child, stepchild or legal ward or a child to whom the employee stands in loco parentis; a biological, foster, stepparent or adoptive parent or legal guardian of an employee or an employee’s spouse or a person who stood in loco parentis when the employee was a minor child; a person to whom the employee is legally married under the laws of Pennsylvania; a grandparent or spouse of a grandparent; a grandchild; a biological, foster, or adopted sibling or spouse of a biological, foster or adopted sibling; and a life partner as defined under the Philadelphia Code.

Unless the employee advises the Company otherwise, we will assume, subject to applicable law, that employees want to use available paid sick time for absences for reasons set forth above and employees will be paid for such absences to the extent they have paid sick time available.

**Notice and Documentation.** If the need for paid sick time is foreseeable, the employee must provide written or oral notice in advance of the use of the paid sick time and make a reasonable effort to schedule the use of paid sick time in a manner that does not unduly disrupt the Company’s operations. For all other absences, the employee must provide notice before the start of the employee’s scheduled work hours, or as soon as practicable if the need arises immediately before or after the employee has reported for work. When possible, employees should indicate the expected duration of their absence.

For paid sick time of more than two (2) consecutive days, the Company may require reasonable documentation that the sick time is covered. For absences due to the purposes described in (1) and (2) above, documentation signed by a health care professional indicating that sick time is necessary will be considered reasonable documentation. For absences due to the purposes described in (3), documentation signed by a health care
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Professional; a police report indicating that the employee was a victim of domestic abuse, stalking or sexual assault; a court order; or a signed statement from a representative of a victim services organization affirming that the employee was a victim of domestic abuse, stalking or sexual assault will be considered reasonable documentation. The required documentation need not explain the nature of the illness or the details of the violence.

Payment. Paid sick time will be paid at the same rate as the employee earns from the employee’s employment at the time the employee uses such time, unless otherwise required by applicable law. Use of paid sick time is not considered hours worked for purposes of calculating overtime.

Carryover & Payout. An employee may carry over up to forty (40) hours of accrued, unused paid sick time under this policy to the following calendar year. Accrued but unused paid sick time under this policy will not be paid at separation.

Enforcement & Retaliation. The Company prohibits any threat, discharge, suspension, demotion, other adverse employment action against an employee for the exercise of any right under this policy; or interference with, or punishment for, participating in any manner in an investigation, proceeding or hearing under this policy. Employees may file a complaint or bring a civil action if sick time is denied or if they are subjected to retaliation for requesting or taking sick time.

If employees have any questions regarding this policy, they should contact Human Resources.

Please refer to the leave summary specific to your contract for additional details.

IV. Philadelphia Leave for Domestic Violence, Sexual Assault, or Stalking

Employees who are victims of domestic violence, sexual assault, or stalking, or who have a family or household member who is a victim of domestic violence, sexual assault, or stalking, may take up to eight (8) workweeks of unpaid leave in a 12-month period. For purposes of this policy, “family or household members” include spouses or persons who have been spouses, persons living as spouses or who lived as spouses, parents and children, other persons related by consanguinity or affinity, current or former sexual or intimate partners, persons who share biological parenthood, or “Life Partners” (as defined under the Philadelphia Code).

Leave under this policy may be taken to:

1) seek medical attention for, or recovering from, physical or psychological injuries caused by domestic violence, sexual assault, or stalking to the employee or the employee's family or household member;
2) obtain services from a victim services organization for the employee or the employee's family or household member;
3) obtain psychological or other counseling for the employee or the employee's family or household member;
4) participate in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety of the employee or the employee's family or household member from future domestic violence, sexual assault, or stalking or ensure economic security; or
5) seek legal assistance or remedies to ensure the health and safety of the employee or the employee’s family or household member, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault, or stalking.

Employees must provide at least forty-eight (48) hours’ advance notice of their intention to take leave under this policy, unless providing such notice is not practicable. The Company may require certification verifying
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that the employee or the employee’s family or household member is a victim of domestic violence, sexual assault, or stalking and the leave is for one of a qualifying purpose. Employees can satisfy the certification requirement by providing a sworn statement and any of the following: (1) documentation from an employee, agent, or volunteer of a victim services organization, an attorney, a member of the clergy, or a medical or other professional from whom the employee or the employee’s family or household member has sought assistance in addressing domestic violence, sexual assault, or stalking or the effects of the violence; (2) a police or court record; or (3) other corroborating evidence. Employees who fail to provide this certification within forty-five (45) days of the Company’s request may be subject to disciplinary action. Any information provided by an employee pursuant to this policy will be kept confidential unless disclosure is requested or consented to in writing by the employee or otherwise required by applicable federal, state, or local law.

Leave may be taken intermittently or on a reduced work schedule. During an approved leave, the Company will maintain the employee’s health benefits as if the employee continued to be actively employed. However, if the employee fails to return from leave after the employee’s leave entitlement has expired, and the reason for the employee’s failure to return is unrelated to the continuation, recurrence, or onset of domestic violence, sexual assault, or stalking that entitled the employee to leave under this policy, the Company may recover the premium it paid to maintain the employee’s coverage during the period of leave.

Employees may substitute any accrued paid time off for the unpaid leave provided under this policy, but substitution does not extend the length of the leave. Leave under this policy will run concurrently with leave under applicable federal, state, or local laws, to the maximum extent permitted under such applicable law.

Employees who take leave under this policy will be returned to the position they held at the time when the leave commenced, or to a position with equivalent benefits, pay, and other terms and conditions of employment.

Employees with questions or concerns regarding this policy can contact Human Resources.

V. Notice to Philadelphia Employees Regarding Unpaid Wages

Employees who work in Philadelphia may file a wage theft complaint or bring a civil action for unpaid wages pursuant to Philadelphia’s Wage Theft Ordinance (“Ordinance”). A signed wage theft complaint, in which the alleged unpaid wages are equal to or greater than the minimum threshold amount of $100 and equal to or less than the maximum threshold amount of $100,000, must be filed with the wage theft coordinator in the Mayor’s Office of Benefits and Wage Compliance less than three (3) years from the date the alleged wage theft occurred. Retaliation against an employee for exercising rights provided under the Ordinance, such as filing a complaint or bringing a civil action, is prohibited.
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RHODE ISLAND SUPPLEMENT

I. Sexual Harassment (Addendum to Discrimination, Sexual and Other Harassment & Retaliation Prevention Policy)

While employees are encouraged to report claims internally, if an employee believes that they have been subjected to sexual harassment, the employee may file a formal complaint with the government agency or agencies set forth below.

Using the Company’s complaint process does not prohibit an employee from filing a complaint with these agencies.

Rhode Island Commission for Human Rights
180 Westminster St # 3
Providence, RI 02903-1918
(401) 277-2661

(Federal) Equal Employment Opportunity Commission (EEOC)
JFK Federal Building, Room 475
Boston, MA 02203
(617) 565-3200 (voice)

II. Pregnancy Accommodations

In compliance with Rhode Island law, the Company will not discriminate against an employee in relation to pregnancy, childbirth and related conditions.

The Company will endeavor to provide reasonable accommodations for conditions related to pregnancy, childbirth or related conditions, unless the accommodation would pose an undue hardship on the Company’s business. Such accommodations include, but are not limited to: more frequent or longer breaks; time off to recover from childbirth; acquisition or modification of equipment or seating; temporary transfer to a less strenuous or hazardous position; job restructuring; light duty; assistance with manual labor; break time and private non-bathroom space for expressing breast milk; or modified work schedules.

The Company will not require an individual with a need related to pregnancy, childbirth, or a related medical condition to accept an accommodation that the individual chooses not to accept. This includes, but is not limited to, taking leave if another reasonable accommodation can be provided to an employee’s condition related to the pregnancy, childbirth, or a related medical condition.

The Company will not deny employment opportunities to an employee or prospective employee, if such denial is based on the Company’s inability to reasonably accommodate an employee’s or prospective employee’s condition related to pregnancy, childbirth, or a related medical condition.

If employees have any questions about or would like to request a reasonable accommodation pursuant to this policy, they should contact Human Resources.

III. Rhode Island Paid Sick And Safe Leave
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**Eligibility.** This Company provides paid sick and safe leave time ("PSSL") to employees in Rhode Island. For employees whose primary place of work is in Rhode Island and are eligible for sick time per the applicable leave summary and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the per the applicable leave summary and/or any other applicable sick time/leave law or ordinance.

**Accrual.** Employees begin accruing PSSL pursuant to this policy at the start of employment. Employees accrue one hour of PSSL for every thirty-five (35) hours worked and all hours paid by the Company while collecting paid time off benefits, including, but not limited to, holiday pay, personal time, sick time and vacation time, up to a maximum of thirty-two (32) hours during calendar year 2019, and up to a maximum of forty (40) hours per calendar year thereafter. Exempt employees are assumed to work forty (40) hours in each workweek unless their normal workweek is less than forty (40) hours, in which case PSSL accrues based upon that normal workweek. For purposes of this policy, the calendar year is the consecutive 12-month period beginning January 1st and ending on December 31st.

**Usage.** Employees, other than temporary and seasonal employees, may begin using PSSL on the 90th calendar day of employment. Temporary Employees may begin using PSSL on the 180th calendar day of employment, unless otherwise permitted by the employer. Seasonal Employees may begin using PSSL on the 150th calendar day of employment, unless otherwise permitted by the employer. PSSL must be used in a minimum increment of four (4) hours per day, provided such minimum increment is reasonable under the circumstances. An employee may not use more than thirty-two (32) hours of PSSL during calendar year 2019 and forty (40) hours of PSSL in a calendar year thereafter.

Employees may use PSSL for:

1) An employee’s mental or physical illness, injury or health condition; an employee’s need for medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; an employee’s need for preventive medical care;

2) Care of an employee’s family member with a mental or physical illness, injury or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; care of a family member who needs preventive medical care;

3) Closure of the employee’s place of business by order of a public official due to a public health emergency or an employee’s need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, or care for oneself or a family member when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee’s or family member’s presence in the community may jeopardize the health of others because of their exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease; or

4) Time off needed when the employee or an employee’s family member is a victim of domestic violence, sexual assault or stalking.

For purposes of this policy, family member includes: a child; parent (including a biological, foster, or adoptive parent, a stepparent, a legal guardian, or other person who stands in loco parentis to the employee or the employee’s spouse or domestic partner when they were a child); spouse; parent-in-law, grandparent, grandchild, domestic partner, sibling, care recipient, or other member of the employee’s household (person that resides at the same physical address as the employee or a person that is claimed as a dependent by the employee for federal income tax purposes).

An employee’s use of PSSL will not be conditioned upon searching for or finding a replacement worker.

Unless the employee advises the Company otherwise, we will assume, subject to applicable law, that
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employees want to use available PSSL for absences for reasons set forth above and employees will be paid for such absences to the extent they have PSSL available.

**Notice & Documentation.** When the use of PSSL is foreseeable, employees are required to make a reasonable effort to schedule the use of PSSL in a manner that does not unduly disrupt the Company's operations. Requests to use PSSL may be made orally, in writing, or electronically (e.g., via email), and whenever possible, the request must include the expected duration of the employee's absence. When the use of PSSL is foreseeable, the employee is required to make a good faith effort to provide notice of the need for such time to their Manager/Supervisor in advance of the use of PSSL. When the use of PSSL is not foreseeable, the employee is required to provide notice to their Manager/Supervisor at least one (1) hour prior to the start of the employee’s workday or as soon as possible under the circumstances.

For PSSL of more than three (3) consecutive work days, the Company requires reasonable documentation that the PSSL has been used for a covered purpose. For reason #1 and #2 above, documentation signed by a health care professional indicating that PSSL is necessary is reasonable, but should not explain the nature of the employee's or a family member's health condition or the details of the domestic violence, sexual violence, abuse or stalking. For reason #4 above, any of the following types of documentation selected by the employee are reasonable:

I. An employee’s written statement that the employee or the employee's family member is a victim of domestic violence, sexual assault, or stalking and that the leave taken was for one of the purposes in reason #4 above.

II. A police report indicating that the employee or employee’s family member was a victim of domestic violence, sexual assault, or stalking;

III. A court document indicating that the employee or employee's family member is involved in legal action related to domestic violence, sexual assault, or stalking; or

IV. A signed statement from a victim and witness advocate affirming that the employee or employee’s family member is receiving services from a victim services organization or is involved in legal action related to domestic violence, sexual assault, or stalking.

An employee is not required to provide documentation to the Company if it would result in an unreasonable burden or expense, or exceed privacy or verification requirements otherwise established by law.

PSSL may not be used as an excuse to be late for work without an authorized purpose. If an employee is committing fraud or abuse by engaging in an activity that is not consistent with allowable purposes for PSSL, the employee will be disciplined, up to and including termination of employment for misuse of PSSL.

If an employee is exhibiting a clear pattern of taking leave on days just before or after a weekend, vacation, or holiday, the Company may discipline the employee for misuse of PSSL, unless the employee provides reasonable documentation that the PSSL has been used for a purpose listed above.

Employees must provide written documentation for an employee’s use of PSSL that occurs within two (2) weeks prior to an employee's final scheduled day of work before termination of employment.

**Payment.** PSSL will be paid at the same hourly rate and with the same benefits, including health care benefits, as the employee normally earns during hours worked, but no less than the applicable minimum wage.

**Carryover & Payout.** An employee may carry over accrued, unused PSSL to the following calendar year. Unused PSSL will not be paid at separation.
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Enforcement & Retaliation. Retaliation or discrimination against an employee who requests PSSL or uses PSSL, or both, is prohibited, and employees may file a complaint with the Rhode Island Department of Labor and Training against an employer who retaliates or discriminates against the employee.

Questions about rights and responsibilities under the law can be answered by Human Resources.

Please refer to the leave summary specific to your contract for additional details.

IV. Paid Temporary Caregiver Insurance Benefits & Leave

An employee may be eligible for up to four (4) weeks of caregiver leave and temporary caregiver benefits within any 52-week period to care for a seriously ill child, spouse, domestic partner, parent, parent-in-law, or grandparent or to bond with a newborn child, new adopted child, or new foster-care child. Temporary caregiver benefits are available through the Rhode Island “Temporary Caregiver Insurance” (“TCI”) program, which is administered by the Rhode Island Department of Labor and Training (“DLT”). Temporary caregiver benefits only are available to an employee exercising their right to take a leave while covered by the TCI program. These benefits are financed solely through employee contributions to the TCI program. That program is solely responsible for determining if an employee is eligible for such benefits.

An employee may be eligible for temporary caregiver benefits for any week in which they are unable to perform their regular and customary work because they are (1) bonding with a newborn child or a child newly placed for adoption or foster care with the employee or domestic partner (available during the first twelve (12) months of parenting only); or (2) caring for a child, a parent, parent-in-law, grandparent, spouse, or domestic partner, who has a serious health condition, subject to a waiting period.

Employees may use accrued paid time off during any eligibility waiting period.

An employee must file a written intent with the Company with a minimum of thirty (30) days’ notice prior to commencement of the caregiver leave. Failure by the employee to provide the written intent may result in delay or reduction in the claimant’s benefits, except in the event the time of the leave is unforeseeable or the time of the leave changes for unforeseeable circumstances.

An individual who exercises their right to leave covered by the temporary caregiver insurance program must file a certificate form with the DLT containing all information required by the DLT. For leave for reason of caring for a seriously ill family member, an employee must file a certificate with the DLT that must contain:

1) A diagnosis and diagnostic code prescribed in the international classification of diseases, or where no diagnosis has yet been obtained, a detailed statement of symptoms;
2) The date, if known, on which the condition commenced;
3) The probable duration of the condition;
4) An estimate of the amount of time that the licensed qualified health care provider believes the employee is needed to care for the family member;
5) A statement that the serious health condition warrants the participation of the employee to provide care for the employee’s family member. “Warrants the participation of the employee” includes, but is not limited to, providing psychological comfort, arranging third-party care for the family member as well as directly providing, or participating in the medical and physical care of the patient; and
6) A certificate filed to establish medical eligibility of the serious health condition of the employee’s family member will be made by the family member's treating licensed qualified health care provider.

In the case of a parent, or persons who are in loco parentis caring for the serious health condition of a foster
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care child, the employee must submit all required information, with a written request to the department of children, youth and families for the release of medical information by the child’s treating licensed qualified health care provider. The department of children, youth and families will transmit the requested medical information, pending all properly submitted forms, to the DLT, within ten (10) business days of request. In the absence of the requested transmitted medical information by the department of children, youth and families within ten (10) business days, the employee may request the licensed qualified healthcare provider to directly transmit the medical eligibility of the serious health condition to the DLT.

Any employee who exercises their right to leave covered by temporary caregiver insurance will, upon the expiration of that leave, be entitled to be restored by the Company to the position held by the employee when the leave commenced, or to a position with equivalent seniority, status, employment benefits, pay, and other terms and conditions of employment including fringe benefits and service credits that the employee had been entitled to at the commencement of leave.

During any caregiver leave taken pursuant to this policy, the Company will maintain any existing health benefits of the employee in force for the duration of the leave as if the employee had continued in employment continuously from the date the employee commenced the leave until the date the caregiver benefits terminate; provided, however, that the employee will continue to pay any employee shares of the cost of health benefits as required prior to the commencement of the caregiver benefits.

The Company may require an employee who is entitled to leave under the FMLA and/or the RIPFLA, who exercises their right to benefits under the temporary caregiver insurance program, to take any temporary caregiver benefits received, concurrently, with any leave taken pursuant to the FMLA and/or RIPFLA.

If employees have any questions regarding this policy, they should contact Human Resources.

V. School Involvement Leave

Full-time employees who have worked an average of at least thirty (30) hours per week and have been employed with the Company for twelve (12) consecutive months may take up to ten (10) hours of unpaid leave during any 12-month period for attendance at school conferences or other school-related activities for a child of whom the employee is the parent, foster parent, or guardian. Employees generally must provide twenty-four (24) hours prior notice of the need for leave under this policy.

If employees have any questions regarding this policy, they should contact Human Resources.

VI. Rhode Island Parental and Family Leave (Addendum to FMLA Policy)

Like the Family and Medical Leave Act ("FMLA") Policy described elsewhere in this Handbook, the Rhode Island Parental and Family Leave Act ("RIPFLA") may require employers to provide family and medical leaves of absence for eligible employees. Either or both of these laws may apply to a leave. Where both laws apply, any leave taken will be counted under both laws at the same time. This policy will be interpreted to comply with the law(s) that apply to a particular leave. This policy provides employees information concerning any RIPFLA entitlements and obligations that differ from the FMLA entitlements and obligations that are set forth elsewhere in this handbook. If employees have any questions concerning RIPFLA leave, they should contact Human Resources.

Eligibility. RIPFLA leave is available to “RIPFLA eligible employees.” To be a RIPFLA eligible employee, an employee must have been employed:
1) For at least twelve (12) consecutive months;
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2) On a full-time basis for an average of thirty (30) or more hours per week; and
3) By an employer that has fifty (50) or more employees in Rhode Island.

Basic Family and Medical Leave Entitlement. The FMLA provides eligible employees up to twelve (12) workweeks of unpaid leave for certain family and medical reasons. The RIPFLA provides eligible employees up to thirteen (13) consecutive workweeks of unpaid leave for certain parental and family reasons during a 24-month period. The twelve (12) month FMLA period and the 24-month RIPFLA period is determined based on a rolling period measured backwards from the date the employee’s leave will be taken.

In addition to the entitlements outlined in the FMLA policy, under the RIPFLA, leave also may be taken to care for the employee’s parent-in-law who has a serious health condition. Unlike FMLA, RIPFLA does not cover leave for certain qualifying exigencies or to care for the employee’s child after placement for foster care.

Spouses Employed by the Same Company. Unlike the FMLA, which provides that spouses employed by the same Company are limited to a combined total of twelve (12) workweeks in a 12-month period if the leave is taken for the birth and care of a newborn child, for placement of a child for adoption or foster care, or to care for a parent who has a serious health condition, no such limitation applies to RIPFLA.

Intermittent Leave and Reduced Leave Schedules. Unlike the FMLA, which entitles employees to take FMLA leave intermittently (in separate blocks of time) or on a reduced leave schedule (reducing the usual number of hours the employee works each workday) when medically necessary due to a serious health condition of the employee or covered family member, no such entitlement exists under the RIPFLA.

Restoration of Employment and Benefits. As with FMLA leave, at the end of RIPFLA leave, subject to some exceptions, employees generally have the right to return to the same or equivalent position with equivalent pay, benefits and other terms. There is no key employee exception under the RIPFLA.

VII. Rhode Island Whistleblower Protections

The Company will not discharge, threaten, or otherwise discriminate against an employee regarding the employee’s compensation, terms, conditions, location, or privileges of employment:

(1) Because the employee, or a person acting on behalf of the employee, reports or is about to report to a public body, verbally or in writing, a violation which the employee knows or reasonably believes has occurred or is about to occur, of a law or regulation or rule promulgated under the law of this state, a political subdivision of this state, or the United States, unless the employee knows or has reason to know that the report is false;
(2) Because an employee is requested by a public body to participate in an investigation, hearing, or inquiry held by that public body, or a court action;
(3) Because an employee refuses to violate or assist in violating federal, state or local law, rule or regulation; or
(4) Because the employee reports verbally or in writing to the Company or to the employee’s supervisor a violation, which the employee knows or reasonably believes has occurred or is about to occur, of a law or regulation or rule promulgated under the laws of this state, a political subdivision of this state, or the United States, unless the employee knows or has reason to know that the report is false. Provided, that if the report is verbally made, the employee must establish by clear and convincing evidence that the report was made.

Employees who wish to make a report in accordance with (4) above, should contact Human Resources. Additionally, employees with questions regarding this policy or who believe this policy have been violated in
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any way should contact Human Resources.
I. Pregnancy Accommodations

In compliance with South Carolina law (S.C. Code Ann. §1-13-80), the Company will not discriminate against an individual because of pregnancy, childbirth, or related medical conditions, including, but not limited to, lactation. The Company will endeavor to make reasonable accommodations for an employee’s medical needs arising from pregnancy, childbirth, or related medical conditions, unless doing so would impose an undue hardship on the operation of the Company’s business.

Reasonable accommodations may include, but are not limited to:

- making existing facilities readily accessible to and usable by such employees, including acquiring or modifying equipment or devices necessary for performing essential job functions;
- providing more frequent or longer break periods;
- providing more frequent bathroom breaks;
- providing a private place, other than a bathroom stall, for the purpose of expressing milk;
- modifying the Company’s food or drink policy;
- modifying work schedules;
- providing seating or allowing the employee to sit more frequently;
- providing assistance with manual labor and limits on lifting;
- temporarily transferring an employee to a less strenuous or hazardous vacant position, if qualified; or
- providing job restructuring or light duty, if available.

The Company will not:

1. deny employment opportunities to an employee based on the need of the Company to make such reasonable accommodations;
2. require an employee to accept an accommodation that the employee chooses not to accept, if the employee does not have a known limitation related to pregnancy, or if the accommodation is unnecessary for the employee to perform the essential duties of their job;
3. require an employee to take leave under any leave law or Company policy if another reasonable accommodation can be provided to the employee; or
4. take any adverse action against an employee in the terms, conditions, or privileges of employment for requesting or using a reasonable accommodation.

If employees have any questions concerning this policy, they should contact Human Resources.
I. Abusive Conduct Prevention Policy

The Company does not tolerate and prohibits abusive conduct in the workplace. These behaviors are unacceptable in the workplace and in any work-related settings such as business trips and Company-sponsored social functions. All employees have the right to be treated with dignity and respect.

Abusive Conduct Defined. Abusive conduct is defined under this policy as acts or omissions that would cause a reasonable person, based on the severity, nature, and frequency of the conduct, to believe that an employee was subject to an abusive work environment, which can include but is not limited to: (i) Repeated verbal abuse in the workplace, including derogatory remarks, insults, and epithets; (ii) Verbal, nonverbal, or physical conduct of a threatening, abusive, violent, intimidating, or humiliating nature in the workplace; or (iii) The sabotage or undermining of an employee’s work performance in the workplace.

Abusive conduct does not include: (1) Disciplinary procedures in accordance with adopted Company policies, (2) Routine coaching and counseling, including feedback about and correction of work performance, (3) Reasonable work assignments, including shift, post, and overtime assignments, (4) Individual differences in styles of personal expression, (5) Passionate, loud expression with no intent to harm others, (6) Differences of opinion on work-related concerns, and (7) The non-abusive exercise of managerial prerogative.

Reporting Procedures. If an employee believes someone has violated this policy, the employee should promptly bring the matter to the immediate attention of Human Resources. Every supervisor who learns of any employee’s concern about conduct in violation of this policy, whether in a formal complaint or informally, or who otherwise is aware of conduct in violation of this policy, must immediately report the issues raised or conduct to the Vice President of Human Resources.

Investigation Procedures. Upon receiving a complaint, the Company will promptly conduct an investigation into the facts and circumstances of any claim of a violation of this policy. Employees who file complaints will not suffer negative consequences for reporting others for inappropriate behavior. To the extent possible, the Company will endeavor to keep each party involved in the investigation confidential. However, complete confidentiality may not be possible in all circumstances. Employees are required to cooperate in all investigations conducted pursuant to this policy. The Company will take corrective measures against any person who it finds to have engaged in conduct in violation of this policy, if the Company determines such measures are necessary. These measures may include, but are not limited to, counseling, suspension, or immediate termination.

Retaliation. The Company will not tolerate retaliation, including any act of reprisal, interference, restraint, penalty, discrimination, intimidation, or harassment against an individual or individuals exercising their rights under this policy.

Employees with questions or concerns regarding this policy should contact Human Resources.

I. Maternity/Paternity Leave

Employees working in Tennessee for an employer with one hundred (100) or more employees at their job site or location in Tennessee may request a maternity/paternity leave in the event of pregnancy, if the employee has been employed full-time for at least twelve (12) consecutive months. Eligible employees may be absent from employment for a period not to exceed four (4) calendar months for pregnancy, childbirth, and nursing the
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infant, where applicable (such a period is referred to as “maternity/paternity leave”), or for adoption. With respect to adoptions, the leave period begins when the employee receives custody.

In order to qualify for this leave, advance notice to the Company is required. The Company must be notified of the anticipated date of departure for maternity/paternity leave, the length of the maternity/paternity leave and the intended date of return to full-time employment. If a medical emergency arises pertaining to an employee’s pregnancy, the Company should be notified concerning the intended date of return to full-time employment. Employees who provide three (3) months’ notice will be reinstated to the same or similar position after returning from leave. Employees do not forfeit their rights and benefits if they are prevented from giving three (3) months’ notice due to a medical emergency or because notice of the adoption was received fewer than three months in advance.

The Company cannot guarantee that an employee’s position will be available if the employee is unable to return to work after the 4-month period. Leave runs concurrently with any other leave provided by the Company to the extent permitted by applicable law. Employees may substitute accrued paid time during unpaid leave under this policy, but this substitution does not extend the length of the leave.

If employees have any questions regarding this policy, they should contact Human Resources.
I. Dallas Earned Sick Time

**Eligibility.** The Company provides earned sick time to eligible employees who perform at least eighty (80) hours of work within the City of Dallas in a year. For employees who work in Dallas who are eligible for sick time per the applicable leave summary and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the per the applicable leave summary and/or any other applicable sick time/leave law or ordinance.

**Accrual.** Employees begin accruing earned sick time on August 1, 2021 or at the start of employment, whichever is later. Employees accrue earned sick time at a rate of one (1) hour for every thirty (30) hours worked, up to a maximum annual accrual of 48 hours per year. For purposes of this policy, the year is defined as the employee's one-year anniversary date of employment.

**Usage.** Employees that have worked for the Company for at least 80 hours within the City of Dallas in a year are generally entitled to use accrued earned sick time as soon as it is accrued, except that employees with an established term of employment of at least one year may begin using accrued earned sick time beginning on the 60th calendar day of employment. Earned sick time may be used in 15 minute increments. An employee may not use earned sick time on more than eight (8) days in a year and may not use more than 48 hours in a year.

Earned sick time may be used for the following reasons:

1) The employee’s physical or mental illness, physical injury, preventative medical or health care or health condition;
2) The employee’s need to care for their family member’s physical or mental illness, physical injury, preventative medical or health care or health condition; or
3) The employee's or their family member’s need to seek medical attention, seek relocation, obtain services of a victim services organization, or participate in legal or court ordered action related to an incident of victimization from domestic abuse, sexual assault, or stalking involving the employee or the employee’s family member.

For purposes of this policy, family member means an employee’s spouse, child, parent or any other individual related by blood, or any other individual whose close association with the employee is the equivalent of a family relationship.

An employee’s use of earned sick time will not be conditioned upon searching for or finding a replacement worker.

Unless the employee advises the Company otherwise, we will assume, subject to applicable law, that employees want to use available earned sick time for absences for reasons set forth above and employees will be paid for such absences to the extent they have earned sick time available.

Employees will be notified of available earned sick time each time wages are paid.

**Notice and Documentation.** If the need for earned sick leave is foreseeable, requests must be made to their Manager/Supervisor as early as possible, in advance of the use of earned sick time. If the need to use sick time is unforeseeable, the employee must provide notice to your Manager/Supervisor as soon as is reasonably possible. The Company will require supporting documentation if the employee uses earned sick time for more reasons than those set forth above.
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than three (3) consecutive work days. Documentation must be provided within a reasonable time period during or after the leave. Documentation provided to the Company should not explain the nature of the employee’s or a family member’s domestic abuse, sexual assault, stalking, illness, injury, health condition or other health need.

Payment. Earned paid sick time will be paid in an amount equal to what the employee would have earned if the employee had worked the scheduled work time, exclusive of any overtime premium, tips, or commissions, but no less than the state minimum wage. Use of earned sick time is not considered hours worked for purposes of calculating overtime.

Carryover & Payout. Employees may carry over up to 48 hours of accrued earned sick time from year to year. Accrued but unused earned sick time under this policy will not be paid at separation.

Enforcement & Retaliation. Employees have the right to request and use earned sick time in accordance with the applicable City Ordinance and may file a complaint for alleged violations of the applicable City Ordinance with the director of the department designated by the city manager to implement, administer and enforce the Ordinance. The Company prohibits retaliation or the threat of retaliation against an employee for exercising or attempting to exercise any right to earned sick time in accordance with the Ordinance or interference with any investigation, proceeding or hearing related to or arising out of employee’s rights.

If employees have any questions regarding this policy, they should contact Human Resources.

II. San Antonio Earned Sick Time

Eligibility. The Company provides earned sick time to eligible employees who perform at least eighty (80) hours of work within the City of San Antonio in a year. For employees who work in San Antonio who are eligible for sick time per the applicable leave summary and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the per the applicable leave summary and/or any other applicable sick time/leave law or ordinance.

Accrual. Employees begin accruing earned sick time on August 1, 2021 or at the start of employment, whichever is later. Employees accrue earned sick time at a rate of one (1) hour for every thirty (30) hours worked, up to a maximum annual accrual of 48 hours per year. For purposes of this policy, the year is the consecutive 12-month period beginning January 1st and ending on December 31st.

Usage. Employees are generally entitled to use accrued earned sick time as soon as it is accrued, except that employees with an established term of employment of at least one year may begin using accrued earned sick time beginning on the 60th calendar day of employment. Earned sick time may be used in 15 minute increments. An employee may not use earned sick time on more than eight (8) days in a year and may not use more than 48 hours in a year.

Earned sick time may be used for the following reasons:

1) The employee’s physical or mental illness or injury, preventative medical or health care or health condition;
2) The employee’s need to care for a family member’s physical or mental illness, preventative medical or health care, injury or health condition; or
3) The employee’s or their family member’s need to seek medical attention, seek relocation, obtain services of a victim services organization, or participate in legal or court ordered action related to an incident of victimization from domestic abuse, sexual assault, or stalking involving the employee or the
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employee’s family member.

For purposes of this policy, family member means an employee’s spouse, child, parent or any other individual related by blood, or whose close association with the employee is the equivalent of a family relationship.

An employee’s use of paid earned time will not be conditioned upon searching for or finding a replacement worker.

Unless the employee advises the Company otherwise, we will assume, subject to applicable law, that employees want to use available earned sick time for absences for reasons set forth above and employees will be paid for such absences to the extent they have earned sick time available.

Employees will be notified of available earned sick time each time wages are paid on employees pay stub.

Notice and Documentation. If the need for earned sick leave is foreseeable, requests must be made to their Manager/Supervisor as early as possible, in advance of the use of earned sick time. If the need to use sick time is unforeseeable, the employee must provide notice to their Manager/Supervisor as soon as is reasonably possible. The Company will require supporting documentation if the employee uses earned sick time for more than three (3) consecutive work days. Documentation must be provided within a reasonable time period during or after the leave. Documentation provided to the Company should not explain the nature of the employee’s or a family member’s domestic abuse, sexual assault, stalking, illness, injury, health condition or other health need.

Payment. Earned paid sick time will be paid in an amount equal to what the employee would have earned if the employee had worked the scheduled work time, exclusive of any overtime premium, tips, or commissions, but no less than the state minimum wage. Use of earned sick time is not considered hours worked for purposes of calculating overtime.

Carryover & Payout. Employees may carry over up to 48 hours of accrued earned sick time from year to year. Accrued but unused earned sick time under this policy will not be paid at separation.

Enforcement & Retaliation. Employees have the right to request and use earned sick time in accordance with the applicable City Ordinance and may file a complaint for alleged violations of the applicable City Ordinance with the San Antonio Metropolitan Health District. The Company prohibits retaliation or the threat of retaliation against an employee for exercising or attempting to exercise any right to earned sick time in accordance with the Ordinance or interference with any investigation, proceeding or hearing related to or arising out of an employee’s rights.

If employees have any questions regarding this policy, they should contact Human Resources.
II. Reasonable Accommodations Relating To Pregnancy, Childbirth, Breastfeeding, Or Related Conditions

The Company will endeavor to provide reasonable accommodations to employees working in Utah affected by pregnancy, childbirth, or related medical conditions as required by law, unless such accommodations would result in an undue hardship on the operations of the Company. The Company will not require an employee to terminate employment if another reasonable accommodation can be provided for the employee's pregnancy, childbirth, breastfeeding, or related conditions unless the accommodation would create an undue hardship on the operations of the Company or deny employment opportunities to an employee if the denial is based on the need of the Company to make reasonable accommodations related to the pregnancy, childbirth, breastfeeding, or related conditions of an employee unless the accommodation would create an undue hardship on the operations of the Company.

The Company may require an employee to provide a certification from the employee's health care provider concerning the medical advisability of a reasonable accommodation including the following information:

- the date the reasonable accommodation becomes medically advisable;
- the probable duration of the reasonable accommodation; and
- an explanatory statement as to the medical advisability of the reasonable accommodation.

A certification from the employee's health care provider is not required if the reasonable accommodation requested is either more frequent restroom, food, or water breaks. The Company is not required to permit an employee to bring the employee's child to the workplace for purposes of accommodating pregnancy, childbirth, breastfeeding, or related conditions.

If employees have questions regarding this policy or would like to request a reasonable accommodation pursuant to this policy, they can contact Human Resources.
I. Sexual Harassment (Addendum to Discrimination, Sexual and Other Harassment & Retaliation Prevention Policy)

While employees are encouraged to report claims internally, if an employee believes that they have been subjected to sexual harassment, the employee may file a formal complaint with the government agency or agencies set forth below.

Using the Company’s complaint process does not prohibit an employee from filing a complaint with these agencies:

- Vermont Attorney General’s Office
  Civil Rights Unit, 109 State Street
  Montpelier, VT 05609
  (802) 828-3171 (voice/TDD)

- (Federal) Equal Employment Opportunity Commission
  (EEOC)
  JFK Federal Building, Room 475
  Boston, MA 02203
  (617) 565-3200 (voice)

Employees may file a complaint with the agencies noted above within 300 days of the date of alleged sexual harassment.

III. Vermont Earned Sick Time

Eligibility. The Company provides earned sick time to eligible employees who work for an average of at least 18 hours per week during a year. For employees who work in Vermont who are eligible for sick time per the applicable leave summary and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the per the applicable leave summary and/or any other applicable sick time/leave law or ordinance.

Accrual. Employees begin accruing earned sick time at the start of employment. Eligible employees will accrue one (1) hour of earned sick time for every fifty-two (52) hours worked, up to a maximum accrual of forty (40) hours each year. Exempt employees will be presumed to work forty (40) hours in each workweek for accrual purposes unless their normal workweek is less than forty (40) hours, in which case accrual will be based on that normal workweek. For purposes of this policy, the year is the consecutive 12-month period beginning on employee’s anniversary date.

Usage. Employees may begin using accrued earned sick time after completion of one (1) year of employment. Earned sick time may be used in a minimum increment of one (1) hour. An employee may not use more than forty (40) hours of accrued earned sick time in a year.

An employee may use accrued earned sick time for the following reasons:
  1) Illness; injury; or to obtain professional diagnostic, preventive, routine, or therapeutic health care;
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2) to care for a sick or injured parent, grandparent, spouse, child, brother, sister, parent-in-law, grandchild, or foster child, including helping that individual obtain diagnostic, preventive, routine, or therapeutic health treatment, or accompanying the employee’s parent, grandparent, spouse, or parent-in-law to an appointment related to their long-term care;

3) To arrange for social or legal services or obtain medical care or counseling for the employee or for the employee’s parent, grandparent, spouse, child, brother, sister, parent-in-law, grandchild, or foster child, who is a victim of domestic violence, sexual assault, or stalking or who is relocating as the result of domestic violence, sexual assault, or stalking;

4) To care for a parent, grandparent, spouse, child, brother, sister, parent-in-law, grandchild, or foster child, because the school or business where that individual is normally located during the employee’s workday is closed for public health or safety reasons.

Employees who are absent for a covered reason(s) are required to use available earned sick time during the absence.

Notice and Documentation. Employees must notify their Manager/Supervisor as soon as practicable of the intent to take earned sick time as well as the expected duration of the absence. Employees must make reasonable efforts to avoid scheduling routine or preventive health care during regular work hours. The Company may require an employee to provide reasonable proof that the employee’s use of earned sick time is for one of the reasons covered under this policy.

Payment. Earned sick time will be paid at the employee’s normal hourly wage rate or the state minimum wage rate, whichever is greater, unless otherwise required by applicable law. Use of earned sick time is not considered hours worked for purposes of calculating overtime.

Carryover & Payout. An employee may carry over accrued, unused earned sick time under this policy to the following calendar year. Accrued but unused earned sick time under this policy will not be paid at separation.

If employees have any questions regarding this policy, they should contact Human Resources.

Please refer to the leave summary specific to your contract for additional details.

IV. Vermont Parental & Family Leave (Addendum to FMLA Policy)

Like the Family and Medical Leave Act (“FMLA”) Policy described elsewhere in this handbook, the Vermont Parental and Family Leave Act (“VPFLA”) may require employers to provide family and medical leaves of absence for eligible employees. Either or both of these laws may apply to a leave. Where both laws apply, any leave taken will be counted under both laws at the same time. This policy will be interpreted to comply with the law(s) that apply to a particular leave. This policy provides employees information concerning any VPFLA entitlements and obligations that differ from the FMLA entitlements and obligations that are set forth elsewhere in this handbook. If employees have any questions concerning VPFLA leave, they should contact Human Resources.

Eligibility. VPFLA leave is available to “VPFLA eligible employees.” To be VPFLA eligible employee, an employee must:

1) Have worked for the Company for an average of at least thirty (30) hours a week for twelve (12) consecutive months; and

2) Be employed by an employer doing business in or operating within the state of Vermont, which:
   a) For parental leave purposes, employs ten (10) or more employees for an average of at least thirty
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(30) hours per week for twelve (12) consecutive months; and for
b) For family leave purposes, employs fifteen (15) or more employees for an average of at least thirty
(30) hours per week for twelve (12) consecutive months.

Basic Family and Medical Leave Entitlement. The FMLA provides eligible employees up to twelve (12)
workweeks of unpaid leave for certain family and medical reasons. The VPFLA provides eligible employees:

1) Up to twelve (12) weeks of unpaid leave for pregnancy, birth, adoption of a child 16 or under, or serious
illness of themselves or close family members in any 12-month period (i.e., Parental/Family Leave); and

2) Up to four (4) hours of unpaid leave in any 30-day period and not to exceed twenty-four (24) hours in
any 12-month period for participation in school activities or conferences, accompany immediate family
member to medical or professional services appointments to include routine or care and well-being, or
to respond to medical emergency involving family member (i.e., Short Term Family Leave).

For purposes of VPFLA leave, family member includes an employee’s child, stepchild, or ward who lives with
the employee, foster child, parent, spouse, or parent of spouse. Spouse includes the employee’s civil union
partner.

For purposes of VPFLA leave, “serious illness” is defined as an accident, disease, or physical or mental
condition that poses imminent threat of death; requires inpatient care in a hospital; or requires continuing in-
home care under direction of a physician.

For adoption, leave may be taken any time within one (1) year of the initial placement of the child with the
employee.

Short Term Family Leave must be taken in a minimum of 2-hour increments.

An employee’s use of Short Term Family Leave is counted separately from the employee’s use of parental or
family leave.

Notice Requirements. Generally, employees must give reasonable written notice of their intent to take VPFLA
leave, including the date leave is expected to commence and the estimated duration. In the case of serious
illness of the employee or a member of the employee’s family, the Company may require certification from a
physician to verify the condition and the amount and necessity for the leave requested. With respect to Short
Term Family Leave, employees must notify the Company as early as possible, but in no event later than seven
(7) days before leave is expected to be taken except in cases of emergency. Employees must also provide
reasonable notice of any intent to extend leave.

Spouses Employed by the Same Company. Unlike the FMLA, which provides that spouses employed by
the same Company are limited to a combined total of twelve (12) workweeks in a 12-month period, if the leave
is taken for the birth and care of a newborn child, placement of a child for adoption or foster care, or care of a
parent with a serious health condition, no such limitation applies to VPFLA.

Substitute Paid Leave for Unpaid FMLA and VPFLA Leave. While employees must use any accrued paid
time off while taking unpaid FMLA leave, for leave that qualifies under the VPFLA, employees have the option
to use up to six (6) weeks of accrued paid time off. Nonetheless, the substitution of paid time for unpaid FMLA
and/or VPFLA leave time does not extend the length of FMLA and/or VPFLA leaves and the paid time will run
concurrently with an employee’s FMLA and/or VPFLA entitlement.
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Restoration of Employment and Benefits. As with FMLA leave, at the end of VPFLA leave, subject to some exceptions, employees generally have the right to return to the same or equivalent position with equivalent pay, benefits and other terms. There is no key employee exception under the VPFLA.
I. Pregnancy Accommodations

In compliance with Washington law, the Company will not discriminate against an employee in relation to pregnancy and pregnancy-related health conditions. The Company will endeavor to provide reasonable accommodations for conditions related to pregnancy and pregnancy-related health conditions, unless the accommodation would pose an undue hardship on the Company’s program, enterprise or business. Reasonable accommodations include: (i) providing more frequent, longer, or flexible restroom breaks; (ii) modifying a no food or drink policy; (iii) job restructuring, part-time or modified work schedules, reassignment to a vacant position, or acquiring or modifying equipment, devices, or an employee's work station; (iv) providing seating or allowing the employee to sit more frequently if the employee’s job requires the employee to stand; (v) providing for a temporary transfer to a less strenuous or less hazardous position; (vi) providing assistance with manual labor and limits on lifting; (vii) scheduling flexibility for prenatal visits; and (viii) any further pregnancy accommodation an employee may request, and to which the Company must give reasonable consideration in consultation with information provided on pregnancy accommodation by the Washington department of labor and industries or the attending health care provider of the employee. The Company may request that the employee provide a written certification from the employee's treating health care professional regarding the need for reasonable accommodation except for accommodations listed in (i), (ii) and (iv) above or limits on lifting over 17 pounds. The Company is not required to create additional employment that the Company would not otherwise have created or discharge any employee, transfer any employee with more seniority or promote any employee who is not qualified to perform the job, unless the Company does so or would do so for other classes of employees who need accommodation.

The Company will not take adverse action against an employee who requests, declines, or uses an accommodation under this policy. Further, the Company will not deny employment opportunities to an otherwise qualified employee or prospective employee, if such denial is based on the Company’s need to reasonably accommodate an employee’s or prospective employee’s condition related to pregnancy, childbirth, or a related medical condition. Additionally, the Company will not require an employee to take leave if another reasonable accommodation can be provided for the employee’s pregnancy and pregnancy-related health conditions.

If employees have any questions about or would like to request a reasonable accommodation pursuant to this policy, they should contact Human Resources.

II. Washington Paid Sick Leave

Eligibility. The Company provides paid sick leave to non-exempt employees who work in Washington. For non-exempt employees who work in Washington who are eligible for sick time per the applicable leave summary and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the per the applicable leave summary and/or any other applicable sick time/leave law or ordinance.

Accrual. Employees begin accruing paid sick leave pursuant to this policy at the start of employment. Employees accrue one (1) hour for every forty (40) hours worked. For purposes of this policy, the calendar year is the consecutive 12-month period beginning January 1st and ending on December 31st.

Usage. Employees may use paid sick leave beginning on the 90th calendar day of employment. Paid sick leave may be used in fifteen (15) minute increments.
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Employees may use paid sick leave for absences due to:

1) An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care;

2) To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care;

3) When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason; or

4) An absence covered under Washington’s Domestic Violence Leave Act, as addressed further within this state supplement’s Leave for Domestic Violence, Sexual Assault, or Stalking policy.

For purposes of this policy, family member includes: a child, including a biological, adopted, foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status; a parent, including a biological parent, adoptive parent, de facto parent, foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; a spouse; a registered domestic partner; a grandparent; a grandchild; or a sibling.

An employee’s use of paid sick leave will not be conditioned upon searching for or finding a replacement worker.

Unless the employee advises the Company otherwise, we will assume, subject to applicable law, that employees want to use available paid sick leave for absences for reasons set forth above and employees will be paid for such absences to the extent they have paid sick leave available.

The Company may withhold payment of paid sick leave hours where an employee is demonstrated to have used paid sick leave for an uncovered purpose, however, their available paid sick leave hours will not be deducted.

Employees will be notified of their available paid sick leave on each itemized wage statement.

Notice & Documentation. Employees are required to give reasonable notice of an absence from work. Employees should make a reasonable effort to schedule the use of paid sick time in a manner that does not unduly disrupt the Company’s operations. Requests to use earned paid leave time may be made orally, in writing, or electronically (e.g., via email), and whenever possible, the request must include the expected duration of the employee’s absence. When the use of paid sick leave is foreseeable, the employee is required to make a good faith effort to provide notice of the need for such time to their Manager/Supervisor at least 10 days in advance of the use of the paid sick leave or as soon as practicable. When the use of earned sick time is not foreseeable, the employee is required to provide notice to their Manager/Supervisor as soon as possible before the start of the employee’s workday or as soon as practicable under the circumstances. In the event it is impracticable for an employee to provide notice, a person may provide notice on the employee’s behalf.

For paid sick leave of more than three (3) consecutive work days, the Company requires documentation verifying that an employee’s use of paid sick leave is for an authorized purpose. Documentation must be provided within a reasonable time period during or after the leave. Documentation provided to the Company should not explain the nature of the employee’s or a family member’s health condition or the details of the domestic violence, sexual violence, abuse or stalking. Employees have the right to assert that the verification
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requirement results in an unreasonable burden or expenses on the employee. If an employee anticipates that the requirement will result in an unreasonable burden or expense, the employee may provide an oral or written explanation to Human Resources which asserts that the employee’s use of paid sick leave was for a covered purpose and how the verification requirement creates an unreasonable burden or expense on the employee.

Payment. Paid sick leave will be paid at the same hourly rate the employee earns from the employee's employment at the time the employee uses such time, but no less than the applicable minimum wage, unless otherwise required by applicable law. Use of paid sick leave is not considered hours worked for purposes of calculating overtime.

Carryover & Payout. An employee may carry over up to forty (40) hours of accrued, unused paid sick leave to the following calendar year. Unused paid sick leave will not be paid at separation.

Enforcement & Retaliation. Any retaliation or discrimination against an employee for the lawful exercise of paid sick leave rights is prohibited, and employees may file a complaint with the Washington State Department of Labor & Industries against an employer who retaliates or discriminates against the employee. Contact the Department Online: www.Lni.wa.gov/WorkplaceRights; Call: 1-866-219-7321, toll-free; Visit: www.Lni.wa.gov/Offices; or Email: ESgeneral@Lni.wa.gov.

Questions about rights and responsibilities under the law can be answered by Human Resources.

Please refer to the leave summary specific to your contract for additional details.

II. Seattle Paid Sick and Safe Time (For Employees also covered under the WASHINGTON PAID SICK LEAVE LAW)

Eligibility. Employees who work within the City of Seattle will be provided with paid sick and safe time (PSST) in accordance with the Seattle Paid Sick and Safe Time Ordinance (“Ordinance”) (SMC 14.16) and the Washington State Paid Sick Leave law. For employees who work in Seattle who are eligible for sick time per the applicable leave summary and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the per the applicable leave summary and/or any other applicable sick time/leave law or ordinance.

Accrual. Employees begin to accrue PSST pursuant to this policy at the start of employment. Eligible employees accrue PSST at a rate of one (1) hour for every thirty (30) hours of work based on the Company’s status as a tier three (3) employer. In the case of exempt employees, PSST will only accrue for hours worked up to a 40-hour workweek. If their normal work in a workweek is less than forty (40) hours, PSST accrues based upon that employee’s normal workweek. For purposes of this policy, the calendar year is the consecutive 12-month period beginning January 1st and ending on December 31st.

Usage. Eligible employees are entitled to use accrued PSST beginning on the 90th calendar day after the commencement of their employment. For non-exempt employees, PSST may be used in 15 minute increments; for exempt employees, PSST may be used in a minimum increment of one (1) hour and 15-minute increments thereafter.

PSST may be used for the following reasons:

1) An absence resulting from an employee’s mental or physical illness, injury or health condition; to accommodate the employee’s need for medical diagnosis care, or treatment of a mental or physical illness, injury or health condition; or an employee’s need for preventive medical care;
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2) To allow the employee to provide care of a family member with a mental or physical illness, injury or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; or care of a family member who needs preventive medical care;

3) When the employee’s place of business has been closed by order of a public official, for any health-related reason or to limit exposure to an infectious agent, biological toxin or hazardous material;

4) When the employee’s child’s school or place of care has been closed by order of a public official, for any health-related reason or to limit exposure to an infectious agent, biological toxin or hazardous material; or

5) For any of the following reasons related to domestic violence, sexual assault, or stalking:
   a) To enable the employee to seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or the employee’s family or household members including, but not limited to, preparing for, or participating in, any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault, or stalking;
   b) To enable the employee to seek treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault, or stalking, or to attend to health care treatment for a victim who is the employee’s family or household member;
   c) To enable the employee to obtain, or assist a family or household member in obtaining, services from a domestic violence shelter, rape crisis center, or other social services program for relief from domestic violence, sexual assault, or stalking;
   d) To enable the employee to obtain, or assist a family or household member in obtaining, mental health counseling related to an incident of domestic violence, sexual assault, or stalking, in which the employee or the employee’s family member was a victim of domestic violence, sexual assault, or stalking; or
   e) To enable the employee to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee’s family or household members from future domestic violence, sexual assault, or stalking.

For purposes of this policy, family member includes: a child, including a biological child, adopted child, foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status; a parent, including a biological parent, adoptive parent, de facto parent, foster parent, stepparent, or legal guardian of an employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; a spouse; a registered domestic partner; a person with whom the employee has a dating relationship; a grandparent; a grandchild; or a sibling.

For purposes of this policy, household member includes: spouses; domestic partners; former spouses; former domestic partners; persons who have a child in common regardless of whether they have been married or have lived together at any time; adult persons related by blood or marriage; adult persons who are presently residing together or who have resided together in the past; persons 16 years of age or older who are presently residing together or who have resided together in the past and who have or have had a dating relationship; persons 16 years of age or older with whom a person 16 years of age or older has or has had a dating relationship; and persons who have a biological or legal parent-child relationship, including stepparents and stepchildren and grandparents and grandchildren.

An employee’s use of PSST will not be conditioned upon searching for or finding a replacement worker.

Unless the employee advises the Company otherwise, we will assume, subject to applicable law, that employees want to use available PSST for absences for reasons set forth above and employees will be paid for such absences to the extent they have PSST available.
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Employees will be notified of available PSST each time wages are paid on employees’ pay stubs.

Notice and Documentation. PSST will be provided upon the request of an employee. When possible, the request must include the expected duration of the absence. If the need to use PSST is foreseeable, a written request must be provided at least ten (10) days, or as early as possible, in advance of the use of PSST. If the need to use PSST is unforeseeable, the employee must provide notice as soon as is practicable and must comply with the Company’s normal notification policies and/or call-in procedures. The Company will require supporting documentation if the employee uses PSST for more than three (3) consecutive work days. For documentation regarding illness, injury or health condition, the Company may request a certification, to be completed by the employee’s (or a family member’s) health care provider, confirming (1) their inability to work as a result of an illness, injury or health condition or (2) the need to care for a family member with an illness, injury or health condition, to the extent permitted and in accordance with applicable law. For documentation of the closure of a school or place of care, an employee can provide notice of the closure in whatever format the employee received it. For verification of leave taken for domestic violence, sexual assault or stalking, an employee may provide a police report; applicable evidence from the court or the prosecuting attorney; documentation from an advocate, attorney, member of the clergy, medical or other professional; or the employee’s written statement. Employees have the right to assert that the verification requirement results in an unreasonable burden or expense on the employee. If an employee anticipates that the requirement will result in an unreasonable burden or expense, the employee may provide an oral or written explanation to Human Resources which asserts that the employee’s use of PSST was for a covered purpose and how the verification requirement creates an unreasonable burden or expense on the employee.

Payment. PSST under this policy will be calculated based on the employee’s base pay rate at the time of absence, unless otherwise required by applicable law. Use of PSST is not considered hours worked for purposes of calculating overtime.

Carryover & Payout. Employees may carry over PSST from year to year, up to a maximum of 72 hours. Accrued but unused PSST under this policy will not be paid at separation.

Enforcement & Retaliation. Employees have the right to PSST including the right to be paid their normal hourly compensation for using PSST in accordance with the Ordinance and state law. The Company prohibits retaliation or the threat of retaliation against an employee for exercising or attempting to exercise any right to PSST in accordance with the Ordinance and state law. The Seattle Office of Labor Standards (OLS) is responsible for enforcing the Ordinance and ensuring that employees are not retaliated against for using Paid Sick and Safe Time and the Washington State Department of Labor & Industries is responsible for enforcing the state law. An employee who experiences a violation of PSST rights may file a complaint with OLS or bring a civil action. OLS also provides free technical assistance, brochures, posters and other resources. For more information from OLS, call 206-684-4500 or visit http://www.seattle.gov/laborstandards/ordinances/paid-sick-and-safe-time. A non-exempt employee who experiences a violation of PSST rights also may file a complaint with the Washington State Department of Labor & Industries. Contact the Department Online: www.Lni.wa.gov/WorkplaceRights; Call: 1-866-219-7321, toll-free; Visit: www.Lni.wa.gov/Offices; or Email: ESgeneral@Lni.wa.gov.

If employees have any questions regarding this policy, they should contact Human Resources.

Please refer to the leave summary specific to your contract for additional details.

III. Tacoma Paid Leave (For Employees also covered under the WASHINGTON PAID SICK LEAVE LAW)

Eligibility. The Company provides paid leave to employees who work in Tacoma. For employees who work
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in Tacoma who are eligible for sick time per the applicable leave summary and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the per the applicable leave summary and/or any other applicable sick time/leave law or ordinance.

Accrual. Employees begin accruing paid leave pursuant to this policy at the start of employment. Eligible employees will accrue one (1) hour of paid leave for every forty (40) hours worked. Exempt employees will be presumed to work forty (40) hours in each workweek for accrual purposes unless their normal workweek is less than forty (40) hours, in which case accrual will be based on that normal workweek. For purposes of this policy, the calendar year is the consecutive 12-month period beginning January 1st and ending on December 31st.

Usage. Employees may begin using paid leave on the 90th calendar day of employment. Paid leave may be used in a minimum increment of fifteen (15) minute increments.

An employee may use paid leave for the following qualifying absences:
1) An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or preventive medical care;
2) Care for a family member with a mental or physical illness, injury, or health condition; care for a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care;
3) When the employee's place of business has been closed by order of a public official for any health related reason;
4) To allow the employee to care for a child whose school or place of care has been closed by order of a public official;
5) To enable the employee to seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or the employee's family members, including, but not limited to, preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault, or stalking;
6) To enable the employee to obtain, or assist a family member in obtaining, services from a domestic violence shelter, rape crisis center, or other social services program for relief from domestic violence, sexual assault, or stalking;
7) To enable the employee to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family members from future domestic violence, sexual assault, or stalking; or
8) To enable the employee to take leave for bereavement for the death a family member.

For purposes of this policy, family member includes: a child, including a biological child, adopted child, foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status; a parent, including a biological parent, adoptive parent, de facto parent, foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; a spouse; a registered domestic partner; a grandparent; a grandchild; or a sibling.

Unless the employee advises the Company otherwise, we will assume, subject to applicable law, that employees want to use available paid leave for absences for reasons set forth above and employees will be paid for such absences to the extent they have paid leave available.

Employees will be notified of available paid leave each time wages are paid on employee pay stubs and/or electronically.
Notice and Documentation. If the need for paid leave is foreseeable, the employee must provide written notice at least ten (10) days in advance, or as early as possible in advance of the leave. Employees must make a reasonable effort to schedule this leave in a manner that does not unduly disrupt the Company’s operations. If the need for paid leave is unforeseeable, the employee must provide notice as soon as it is practicable and must comply with the attendance and call-in policy.

For absences exceeding three days, the Company may require verification that an employee's use of paid sick leave is for an authorized purpose. If the Company requires verification, verification must be provided to the Company within a reasonable time period during or after the leave. If the Company requires employees to give reasonable notice of an absence from work for the use of paid sick leave for an authorized purpose under the Domestic Violence Leave Act, any such reasonable notice requirements will comply with state law. Specifically, when leave is needed for an employee’s own illness or injury or to care for a family member’s illness or injury, the employee may be required to provide the Company with a certification from a medical provider supporting the need for paid leave. When leave is needed for bereavement purposes, the employee may be required to provide verification of the funeral date and location as well as relation to the deceased. When leave is needed for a child because of their school closure by a public official, the employee may be required to provide a letter from the child’s school confirming the dates of closure. When leave is needed for reasons related to domestic violence, sexual assault or stalking, the employee may be required to provide legal documentation supporting the need for paid leave. Alternatively, for leave needed for any of the 8 reasons set forth above, employees may provide a signed personal statement stating that they need or needed paid leave for a qualifying purpose, and if applicable, the employee’s relationship to the family member for whom leave is needed. Documentation must be provided within seven (7) calendar days of an employee taking paid leave, unless, for good cause shown or as otherwise permitted by the Company, an employee requires more time to provide such documentation. Failure to comply with the Company’s reasonable documentation requirements, without a reasonable justification, may result in denial of pay for absences already taken, recoupment of the amount paid for paid leave from future pay, as an overpayment, or otherwise taking appropriate disciplinary action, to the extent permitted by applicable law.

Payment. Paid leave will be paid at the same rate as the employee earns from the employee’s employment at the time the employee uses such leave, unless otherwise required by applicable law. Use of paid leave is not considered hours worked for purposes of calculating overtime.

Carryover & Payout. An employee may carry over up to forty (40) hours of accrued, unused paid leave under this policy to the following calendar year. Accrued but unused paid leave under this policy will not be paid at separation.

Enforcement & Retaliation. The Company prohibits any threat, discharge, suspension, demotion, other adverse employment action against an employee for the exercise of any right under this policy; or interference with, or punishment for, participating in any manner in an investigation, proceeding or hearing under this policy. The City of Tacoma’s Finance Director is responsible for enforcing the city law and the Washington State Department of Labor & Industries is responsible for enforcing the state law. The City of Tacoma can be reached via telephone: (253) 591-5306, or via Email: paidleave@cityoftacoma.org. A non-exempt employee who experiences a violation of paid sick leave rights also may file a complaint with the Washington State Department of Labor & Industries. Contact the Department Online: www.Lni.wa.gov/WorkplaceRights; Call: 1-866-219-7321, toll-free; Visit: www.Lni.wa.gov/Offices; or Email: ESgeneral@Lni.wa.gov.
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If employees have any questions regarding this policy, they should contact Human Resources.

Please refer to the leave summary specific to your contract for additional details.

IV. Pregnancy/Childbirth Leave

Female employees are eligible to take unpaid leave for the actual period of time that they are sick or temporarily disabled because of pregnancy, childbirth, or related medical conditions. Any female employees wishing to request leave because of a pregnancy-related disability must provide appropriate medical certification.

During this leave, the employee must use any applicable paid time off benefits that she has available to cover some or all of the absence. Otherwise, the leave will be unpaid. Group health and other benefits will be handled in the same manner as for any other similar pregnancy or non-pregnancy related absence.

This leave is available regardless of whether the employee qualifies for leave under the Company’s Family & Medical Leave policy. This leave does not count towards an employee’s leave entitlement, if any, under the Washington State Family Leave Act (FLA), but FMLA leave will run concurrently with this leave.

If the employee takes this leave only for the actual period of disability, as certified by the employee’s health care provider, then she ordinarily will be allowed to return from this leave to the same job she held when the leave began, or to a similar job of at least the same pay. Exceptions to this general rule will be made only if the Company has a business necessity to do otherwise.

If employees have any questions regarding this policy, they should contact Human Resources.

V. Leave for Domestic Violence, Sexual Assault, or Stalking

An employee who (personally, or whose family member) is a victim of domestic violence, sexual assault, or stalking may take reasonable unpaid leave from work, intermittent leave, or leave on a reduced leave schedule, to:

1) Seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or employee's family members including, but not limited to, preparing for, or participating in, any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault, or stalking;
2) Seek treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault, or stalking, or to attend to health care treatment for a victim who is the employee's family member;
3) Obtain or assist a family member in obtaining services from a domestic violence shelter, rape crisis center, or other social services program for relief from domestic violence, sexual assault, or stalking;
4) Obtain or assist a family member in obtaining mental health counseling related to domestic violence, sexual assault, or stalking, in which the employee or the employee's family member was a victim of domestic violence, sexual assault, or stalking; or
5) Participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family members from future domestic violence, sexual assault, or stalking.

For purposes of this policy, “family member” means a child, spouse, parent, parent-in-law, grandparent, or person with whom an employee has a dating relationship.
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Employees may substitute available paid time off during unpaid leave taken under this policy, but this substitution does not extend the length of the leave.

Employees wishing to take leave pursuant to this policy must give advance notice of seven (7) days. When advance notice cannot be given because of an emergency or unforeseeable circumstances due to domestic violence, sexual assault, or stalking, the employee or the employee’s designee must give notice no later than the end of the first day that the employee takes such leave.

VI. Washington Family Leave (Addendum to FMLA Policy)

Like the Family and Medical Leave Act (“FMLA”) Policy described elsewhere in this handbook, the Washington Family Leave Act (“WFLA”) may require employers to provide family and medical leaves of absence for eligible employees. Either or both of these laws may apply to a leave. Where both laws apply, any leave taken will be counted under both laws at the same time. This policy will be interpreted to comply with the law(s) that apply to a particular leave. This policy provides employees information concerning any WFLA entitlements and obligations that differ from the FMLA entitlements and obligations that are set forth elsewhere in this handbook. If employees have any questions concerning WFLA leave, they should contact Human Resources.

Eligibility. WFLA leave is available to “WFLA eligible employees.” To be a WFLA eligible employee, an employee must:
1) Have been employed by the Company for at least twelve (12) months (which need not be consecutive);
2) Have been employed by the Company for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave; and
3) Be employed at a worksite where fifty (50) or more employees are located within 75 miles of the worksite.

Basic Family and Medical Leave Entitlement. The FMLA and WFLA provide eligible employees up to twelve (12) workweeks of unpaid leave for certain family and medical reasons. In addition to the entitlements outlined in the FMLA policy, under the WFLA, leave also may be taken to care for the employee’s domestic partner who has a serious health condition. Unlike FMLA, WFLA does not cover leave for certain qualifying exigencies or provide additional military caregiver leave.

Protection of Group Health Insurance and Other Benefits. If an employee is taking WFLA leave only, the continuation requirements for group health plans under the FMLA are not applicable to group health plans covered under ERISA. Therefore, an employee who is on WFLA only likely will trigger COBRA requirements due to a reduction in hours worked.

Restoration of Employment and Benefits. At the end of WFLA leave, subject to some exceptions, employees generally have the right to return to the same or equivalent position with equivalent pay and benefits.

VII. Washington Paid Family and Medical Leave

Paid Family and Medical Leave is a mandatory statewide insurance program that will provide almost every Washington employee with paid time off to give or receive care.

If you qualify, this program will allow you to take up to 12 weeks, as needed, if you:
• Welcome a child into your family (through birth, adoption or foster placement)
• Experience a serious illness or injury
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- Need to care for a seriously ill or injured relative
- Need time to prepare for a family member’s pre- and post-deployment activities, as well as time for childcare issues related to a family member’s military deployment. For specifics on military-connected paid leave, visit [www.dol.gov/whd/regs/compliance/whdfs28mc.pdf](http://www.dol.gov/whd/regs/compliance/whdfs28mc.pdf).

If you face multiple events in a year, you might be eligible to receive up to 16 weeks, and up to 18 weeks if you experience a serious health condition during pregnancy that results in incapacity.

Payment of premiums

The program is funded by premiums paid by both employees and employers. It will be administered by the Employment Security Department (ESD).

Premium collection started on Jan. 1, 2019. In 2019, the premium is 0.4 percent of wages. Employers can either pay the full premium or withhold a portion of the premium from their employees. Employers who choose to withhold premiums from their employees may withhold up to about 63 percent of the total premium, or $2.44 per week for an employee making $50,000 annually. The employer is responsible for paying the other 37 percent. Businesses with fewer than 50 employees are exempt from the employer portion of the premium but must still collect or opt to pay the employee portion of the premium.

Premium collection began Jan. 1, 2019. Your employer will calculate and withhold premiums from your paycheck and send both your share and theirs to ESD on a quarterly basis.

Taking leave

Starting Jan. 1, 2020, employees who have worked 820 hours in the qualifying period (equal to 16 hours a week for a year) will be able to apply to take paid medical leave or paid family leave. The 820 hours are cumulative, regardless of the number of employers or jobs someone has during a year. All paid work over the course of the year counts toward the 820 hours, including part-time, seasonal and temporary work. While on leave, you are entitled to partial wage replacement. That means you will receive a portion of your average weekly pay. The benefit is generally up to 90 percent of your weekly wage, with a minimum of $100 per week and a maximum of $1,000 per week. You will be paid by the Employment Security Department rather than your employer.

Unlike the federal Family and Medical Leave Act (FMLA), employees of small businesses may take Paid Family and Medical Leave if they meet the standard eligibility requirements.

More information on applying for benefits will come in 2019. Please go to paidleave.wa.gov for more information.

Employees who return from leave under this law will be restored to a same or equivalent job if they work for an employer with 50 or more employees, have worked for this employer for at least 12 months, and have worked 1,250 hours in the 12 months before taking leave (about 24 hours per week, on average). You can keep your health insurance while on leave. If you contribute to the cost of your health insurance, you must continue to pay your portion of the premium cost while on leave.

Discrimination or retaliation against you for requesting or taking paid leave is strictly prohibited; please report any concerns to Management or Human Resources.
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If employees have questions regarding this policy they can contact Human Resources.
I. Wisconsin Family and Medical Leave (Addendum to FMLA Policy)

Like the Family and Medical Leave Act ("FMLA") Policy described elsewhere in this Handbook, the Wisconsin Family and Medical Leave Act ("WFMLA") may require employers to provide family and medical leaves of absence for eligible employees. Either or both of these laws may apply to a leave. Where both laws apply, any leave taken will be counted under both laws at the same time. This policy will be interpreted to comply with the law(s) that apply to a particular leave. This policy provides employees information concerning any WFMLA entitlements and obligations that differ from the FMLA entitlements and obligations that are set forth elsewhere in this handbook. If employees have any questions concerning WFMLA leave, they should contact Human Resources.

Eligibility. WFMLA leave is available to “WFMLA eligible employees.” To be a WFMLA eligible employee, an employee must:

1) Have worked for the Company for at least fifty-two (52) consecutive weeks;
2) Have worked at least 1,000 hours in the fifty-two (52) weeks preceding the commencement of leave; and
3) Be employed by an employer that has fifty (50) or more employees.

Basic Family and Medical Leave Entitlement. The FMLA provides eligible employees up to twelve (12) workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The WFMLA provides eligible employees up to six (6) workweeks of unpaid leave in a 12-month period for the birth or adoption of a child and up to two (2) workweeks in a 12-month period of leave for an employee’s own serious health condition or to care for a covered family member with a serious health condition. For FMLA purposes, the 12-month period is determined based on a rolling 12-month period measured backwards from the date the employee’s leave will be taken. For WFMLA the 12-month period is measured by a calendar year from January 1st to December 31st. The total leave will not exceed twelve (12) weeks in any 12-month period (FMLA) or ten (10) weeks in any 12-month period (WFMLA) except for leave to care for an injured Service member which will not exceed twenty-six (26) weeks of leave during a single 12-month period as described in more detail below. It is the Company’s policy to provide the greater leave benefit provided under the FMLA or WFMLA and to run leave concurrently under the FMLA and WFMLA whenever possible.

In addition to the entitlements outlined in the FMLA policy, under the WFMLA, an employee may also take leave to care for a domestic partner or parent-in-law who has a serious health condition. Unlike FMLA, WFMLA does not include leave for certain qualifying exigencies or to care for the employee’s child after placement for foster care.

The WFMLA has special rules that affect the amount of leave an eligible employee may take for a particular reason in the applicable 12-month period. Eligible employees under the WFMLA may take:

1) Six (6) workweeks of leave for birth or adoption of a child;
2) Two (2) workweeks of leave for an employee’s own serious health condition; and
3) Two (2) workweeks of leave to care for a covered family member with a serious health condition.

Spouses Employed by the Same Company. Unlike the FMLA, which provides that spouses employed by the same Company are limited to a combined total of twelve (12) workweeks in a 12-month period, no such limitation applies to WFMLA if the leave is taken for: (1) birth and care of a newborn child; (2) placement of a child for adoption or foster care; or (3) care for a parent who has a serious health condition.

Leave Because of The Birth or Placement of a Child. Under the WFMLA, leave because the birth of a child
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or placement of a child with the employee for adoption must commence within sixteen (16) weeks before or after the birth or adoption. Under the FMLA, leave because of the birth of a child or placement of a child with the employee for adoption (or foster care) must be concluded within the 12-month period beginning on the date of birth or placement.

Restoration of Employment and Benefits. As with FMLA leave, at the end of WFMLA leave, subject to some exceptions, employees generally have the right to return to the same or equivalent position with equivalent pay, benefits and other terms. There is no key employee exception under WFMLA.

Substitute Paid Leave for Unpaid FMLA and WFMLA Leave. Employees must use any accrued paid time off while taking unpaid FMLA leave. Employees may elect to use any accrued paid time off while taking unpaid WFMLA leave. The substitution of paid time for unpaid FMLA and/or WFMLA leave time does not extend the length of FMLA and/or WFMLA leaves and the paid time will run concurrently with an employee’s FMLA and/or WFMLA entitlement.

PUERTO RICO SUPPLEMENT

For our employees in Puerto Rico, this Supplement supersedes the Afognak Employee Handbook to the extent that the existing provisions in the Employee Handbook are inconsistent with this Supplement or with local Puerto Rico laws. The Company expressly reserves the right to interpret the provisions of the Employee Handbook, this Supplement and any of its practices, guidelines or procedures. In addition, the Company reserves the right to modify, amend or eliminate all or some of the policies in this Supplement.

No At-Will Employment

Employees in Puerto Rico are not subject to the “employment at-will” provisions of the Employee Handbook. However, the Company may initiate corrective action to address performance and/or behavioral issues and will make employment termination decisions as allowed by applicable law. The decision of whether to take corrective action or terminate an employment relationship is within the Company’s sole discretion.

Probationary Period

Unless otherwise provided in a collective bargaining agreement, all new hires are subject to a probationary period of nine (9) months, except those exempt employees that fall under the categories of administrator, executive or professional that are subject to a probationary period of twelve (12) months. The probationary period will commence automatically upon the first day of employment. The probationary period will be interrupted automatically by approved leaves pursuant to law and will continue for the remainder of the probationary period once the employee returns to the job. Probationary periods for shorter terms than the ones established above must be authorized by management and established in writing.

Recording Hours Worked & Overtime

The Company maintains a time and attendance system. All employees have a responsibility to provide accurate records of time worked. Non-exempt employees must ensure that overtime hours worked are recorded so they can be accurately paid at a premium consistent with the Fair Labor Standards Act, local law, or any applicable collective bargaining agreement. Non-exempt employees may never work “off the clock”. Since employee time records are vital for payroll purposes, employees must inform management as soon as
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practicable if they fail, or otherwise forget, to sign in or out before or after any working time or otherwise make errors when recording time worked. Failure to properly record time, falsifying records, or having another employee (other than a supervisor) record an employee’s time may lead to discipline, up to and including discharge. Any non-exempt employee who works overtime will be compensated at the rate of one and a half (1½) times their normal hourly wage for all time worked in excess of 8 hours in a calendar or in excess of 40 hours each week, unless otherwise provided in a collective bargaining agreement. Time away from work for such reasons as vacation, holidays, sick time, jury duty, etc. does not count as time worked for overtime calculation purposes. The opportunity to work overtime is at the discretion of management and is based on business needs. Employees are expected to receive approval in advance for overtime hours. While all overtime hours worked will be paid, employees who work unauthorized overtime may also be subject to disciplinary action.

The Company’s workweek is a 7-day period beginning at Sunday on 12:01am and ending at Saturday on 12:00am.

Seventh Day Law

Non-exempt employees are entitled to one (1) day of rest for every six (6) consecutive days of work within the same workweek. Should a manager or supervisor require an employee to work for a seventh (7th) consecutive day within the same workweek, the employee, who was hired before January 26, 2017, will be paid at a rate of two (2) times their regular pay for those hours worked on the 7th day. Employees hired on or after January 26, 2017, will be paid at a rate of one and one-half times their regular pay for those hours worked on the 7th day with the workweek.

Unless established in a collective bargaining agreement, the provisions set forth above do not apply to employees represented by a union and subject to a collective bargaining agreement.

Meal Periods

Non-exempt employees are generally entitled to a one (1) hour unpaid meal period for every five (5) consecutive hours of work. This unpaid meal period must be taken no earlier than after the end of the second consecutive hour of work, and no later than before the beginning of the sixth consecutive hour of work. A non-exempt employee may also be entitled to additional meal periods if you work longer than your scheduled shift.

Non-exempt employees may not work through the meal period, except in cases approved by the supervisor or manager and in compliance with local laws. However, when the total number of hours worked do not exceed six (6) hours on a given day, the meal period will be waived. Also, employees who work no more than twelve (12) hours on a given day will not be entitled to a second meal period as long as they have taken a first meal period.

For the mutual benefit and convenience of the employee and the Company, and under a written agreement, a shorter meal period of no less than 30 minutes may be agreed upon.

Employees hired before January 26, 2017 who are allowed to work during their meal period, will be paid for time worked at a rate of two (2) times their regular rate of pay. Employees hired on or after January 26, 2017 who are allowed to work during their meal period, will be paid for time worked at a rate of one and a half (1½) times their regular rate of pay.

Unless established in a collective bargaining agreement, the provisions set forth above do not apply to employees represented by a union and subject to a collective bargaining agreement.
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Annual (Christmas) Bonus

The Company will pay an annual "Christmas Bonus" to all eligible employees in the amount and within the timeframe required by local law. Employees eligibility for the bonus is based on date of hire:

- **Hired before January 26, 2017** - Employees who work 700 hours or more during the period of 12 months between October 1st of the preceding year and September 30th of the current year are eligible for the annual Christmas bonus.

- **Hired on or after January 26, 2017** - Employees who work 1350 hours or more during the period of 12 months between October 1st of the preceding year and September 30th of the current year are eligible for the annual Christmas bonus. During an employee’s first year of service the bonus is 50% of that provided by the law.

The annual Christmas bonus will be paid between November 15-December 15. Employees represented by a union will be paid according to the provisions of the applicable collective bargaining agreement.

Vacation Leave

We know how hard you work and recognize the importance of providing you with time for rest and relaxation. We fully encourage you to get this rest by taking your vacation time.

Unless otherwise provided in a collective bargaining agreement, the following provisions apply to the accrual, use and payout of vacation leave:

**Non-Exempt Employees hired before January 26, 2017 who work a minimum of 130 hours per month are eligible for paid vacation days as follows:**

<table>
<thead>
<tr>
<th></th>
<th>Accrual per month</th>
<th>Total per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vacation Leave</td>
<td>1.25 days</td>
<td>15 Days</td>
</tr>
</tbody>
</table>

**Non-Exempt Employees hired on or after January 26, 2017 who work a minimum of 130 hours per month are eligible for paid vacation days as follows:**

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Accrual per month</th>
<th>Total per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vacation Leave</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Up to 1 year</td>
<td>.50 day</td>
<td>6 Days</td>
</tr>
<tr>
<td>1+ - 5 years</td>
<td>.75 day</td>
<td>9 Days</td>
</tr>
<tr>
<td>5+ - 15 years</td>
<td>1.00 day</td>
<td>12 Days</td>
</tr>
<tr>
<td>15+ years</td>
<td>1.25 days</td>
<td>15 Days</td>
</tr>
</tbody>
</table>

Non-exempt employees accumulate vacation time once they complete six (6) months of employment and will be retroactive to the date of hire. Vacation leave will be scheduled so as to not interfere with the Company’s operations. Non-exempt employees should use all accrued vacation benefits each year and are required to use a minimum of five (5) consecutive work days of accrued vacation each year. Any accrued and unused annual leave at the end of the year will be carried over to the next year. Upon termination of employment, non-exempt employees are paid out any accrued and unused vacation leave.
Paid vacation time off is not counted as hours worked for purposes of calculating overtime or benefits accruals. However, paid vacation time off is counted as hours worked for purposes of the 130 hours required to work to receive paid vacation leave accrual.

Employees should request vacation time in writing to their supervisors with as much advance notice as possible. Every effort will be made to grant your vacation preference, consistent with our operating schedule. However, if too many people request the same period of time off or if business and scheduling needs dictate, the Company reserves the right to deny an employee’s request to take vacation on any specific date.

**Sick Leave**

Unless otherwise provided in an applicable collective bargaining agreement, the following provisions apply to the accrual, use and payout of sick leave.

Non-exempt employees who work a minimum of 130 hours per month, are eligible to accrue 1 day of sick leave per month (12 days per year). This pay is intended to be used for personal reasons, including sick time, and may be scheduled with a manager in advance.

Non-exempt employees who are unable to report to work due to illness or injury must personally contact their direct supervisor at a minimum of 2 hours prior to their scheduled shift. The direct supervisor must also be personally contacted by the employee on each additional day of absence.

Any accrued and unused sick leave in excess of fifteen (15) days will be forfeited at the end of the year. The Company does not pay out any accrued sick time upon termination of employment. Non-exempt employees who have exhausted their accumulated sick time may use accrued vacation time. Sick time is not considered time worked for purposes of calculating overtime. However, sick leave is counted as hours worked for purposes of the 130 hours required to work to receive sick leave accrual. The Company does not cash out accrued sick time during or after employment.

**Caregiving Leave**. As long as an non-exempt employee maintains a sick leave bank of at least five (5) days, an employee may use up to five (5) days of accrued paid sick leave each year for the: care and attention of a sick daughter/son, spouse or parent or for the care and attention of a sick minor, persons of advanced age (defined as a person at least 60 years old) or disabled persons of which the employee has custody or is the legal guardian.

As a general rule, any non-exempt employee on sick leave in excess of two (2) workdays may be asked to obtain a physician’s statement prior to returning to work.

**Special Leave for Employees with Serious Catastrophic Illnesses**

Exempt and non-exempt employees who suffer from at least one catastrophic illness are entitled to up to 6 days of paid leave per natural year once they have exhausted sick leave. Employees are entitled to this leave once they have worked for the Company for 12 months and work an average of 130 hours per month during that period. This special leave cannot be rolled over to subsequent years and is not paid out upon termination of employment. Use of this leave is considered time worked for purposes of benefits accumulation. The use of this leave may be fractioned or intermittent and, when applicable, will run concurrently with leave under FMLA, if any.

“Serious Catastrophic Illnesses” are defined as those illnesses listed in the Special Coverage of the Puerto Rico Health Insurance Administration (Administración de Seguros de Salud de Puerto Rico) which currently include: AIDS, Tuberculosis, Leprosy, Lupus, Cystic Fibrosis, Cancer, Hemophilia, Aplastic Anemia, Rheumatoid Arthritis, Autism, Post-Organ Transplant, Scleroderma, Multiple Sclerosis, ALS, and Chronic Renal Disease in Stages 3, 4, and 5.
Employee Handbook

In order to use and request this leave, the employee must submit a medical certificate stating that the employee is diagnosed with one of the covered illnesses and that is receiving continuing treatment from the treating physician.

Workers Compensation Benefits and Leave

As required by Puerto Rico law, the Company maintains an insurance policy with the Puerto Rico Corporation for the State Insurance Fund. This insurance provides for medical treatment and benefits during the period of an employee's work-related injury or illness. If an employee is injured on the job or suffers a work-related injury or illness, it must be immediately reported to a supervisor or the Human Resources Department. As required by law, the Company will report the accident or injury to the Puerto Rico Corporation for the State Insurance Fund. This ensures that the Company can assist the employee in obtaining appropriate medical treatment with that agency. The employee's failure to follow this procedure may result in the failure to file the appropriate workers’ compensation report in accordance with the law, which may in turn jeopardize the employee's right to benefits in connection with the injury or illness.

Employees who become disabled due to a work-related injury or illness are entitled to an employment reserve of up to 12 months (360 days) from the date of the work-related accident or illness. As a general rule, the employee will be reinstated if:

- the employee requests reinstatement within the 12-month (360-day) period from the date of the work-related accident or illness, and within 15-days from the date the employee is discharged from treatment or placed on “CT” (treatment while working) by the Administrator of the Corporation for the State Insurance Fund; and
- at the time of the request, the employee is mentally and physically able to perform his/her duties; and
- the employee’s job has not been eliminated at the time of the request.

Failure to request reinstatement in a timely manner will be deemed as a voluntary resignation. Worker’s compensation leave will run concurrently with any leave under the Family Medical Leave Act (FMLA).

Short Term Disability Benefits and Leave

Employees who suffer non-work related injuries or illnesses that prevent them from working may be entitled to benefits under Puerto Rico’s temporary non-occupational disability law, commonly known as SINOT. Employees should contact the Human Resources Department if they want more information or would like to apply for benefits under SINOT.

Employees eligible for leave under SINOT will be entitled to an employment reserve of up to 12 month (360-day) from the date of commencement of the disability. Generally, the employee will be reinstated provided that:

- the employee is released from treatment before the expiration of the 12-month (360-day) employment reserve; and
- the employee is mentally and physically able to perform his/her job; and
- the employee requests reinstatement within 15 days from the date the employee is discharged or released from treatment; and
- the employee’s job has not been eliminated at the time of the request.

Failure to timely request reinstatement will be deemed as a voluntary resignation. Leave under SINOT will run concurrently with any leave under FMLA.
Maternity Leave

Pregnant employees are generally entitled to eight (8) weeks of statutory maternity leave (four (4) weeks of prenatal leave and four (4) weeks of postnatal leave) for the birth of a child, with full salary. The Company pays the total amount of the compensation at the start of the maternity leave.

To apply for the leave, the working mother must submit a medical certificate to the Human Resources Department with the approximate date of childbirth. An employee has the option to begin maternity leave as late as the week of her scheduled date of childbirth, provided she presents a medical certificate authorizing her to work up to that time. This has the effect of permitting the employee to extend the remaining leave up to seven or more weeks after the birth. The employee may choose to return to work as early as two weeks after birth, if her doctor so authorizes by means of a medical certificate.

If a birth-related illness arises, which prevents the employee from returning to work after the 8-week period ends, the employee is entitled to an additional unpaid leave, which shall not exceed twelve (12) additional weeks. The employee’s physician must issue a medical certificate to this effect before the end of the original leave period and the employee must submit the medical certificate before the end of the original leave period.

In case of a miscarriage which has the same medical effects as child birth, as evidenced by a medical certificate provided to the Company, the employee will have the same maternity leave benefits.

Maternity leave will run concurrently with any leave under the FMLA.

Adoption Leave

Paid leave is also granted to adopting mothers of pre-school minors or minors having five (5) years of age or less who are not enrolled in school. The adopting mother must give the Company a 30-day notice of her intention to adopt a child, apply for the leave, and inform her plans for returning to work. She must also submit evidence of the adoption process. The adoption leave commences on the date the minor joins the family nucleus. The adopting mother may choose to return to work at any time, waiving her right for the unused part of the leave. This leave will also run concurrently with any leave under the FMLA.

Nursing Breaks

A female employee who returns from maternity leave and who works at least seven and a half hours per work day is entitled to a paid break of one full hour within each full working day, which may be divided into two 30-minute or three 20-minute breaks, to nurse or extract her own milk in an area which the Company has designated for this purpose. Female employees returning from maternity leave and who work more than four hours but less than seven and a half hours per work day are entitled one 30-minute break per day for the same purpose. Once the schedule to nurse or to extract breast milk is agreed upon it will not be changed without the express consent of both parties. Breastfeeding mothers are entitled to this leave for up to twelve months beginning on their return to work from maternity leave, provided that the employee presents to Company a medical certificate confirming that the employee has been nursing the baby, no later than five days after the baby’s fourth and eighth month.

Military Leave
Employee Handbook

The Bill of Rights of the Puerto Rican Veteran of the 21st Century Act imposes upon employers the obligation to reserve an employee’s job for a period of 180 days after discharge from the Armed Forces. This law does not place a limit on the number of years an employee may serve in the military and continue to be entitled to reinstatement. For more information, please contact Human Resources.

Jury Duty and Witness Duty Leave

The Company encourages employees to accept and discharge their civil responsibilities when called upon for jury duty. Employees summoned for jury duty will be paid their full salary for up to fifteen (15) days while serving as jurors. Thereafter, employees summoned for jury duty are granted an unpaid leave in order to serve. Upon request, an employee may credit any jury duty time to vacation leave.

To be entitled to this leave, the employee must inform their supervisor that they were summoned for jury duty at least five (5) days prior to the date scheduled for commencement of their service as juror, unless there is good cause to provide a shorter notification period. To qualify for jury duty leave, employees should submit to their supervisor a copy of the summons to serve, and must request reinstatement and submit proof of service within 48 hours after the completion of the service.

Jury duty pay received from the court, including mileage and parking allowances, will not be deducted from pay.

Employees will also be granted paid leave to appear as witnesses in a criminal case. The employee must provide the supervisor with at least two (2) days prior notice, unless not otherwise possible because the employee received a shorter notification. The employee must also provide a court certification of his/her attendance to the proceedings. In addition, an employee summoned by subpoena by the Department of Justice of Puerto Rico in regards to any case or investigation, is entitled to leave, with full pay.

Chauffeurs’ Social Security Act Leave

Employees eligible for benefits under the Chauffeurs’ Social Security Act will be entitled to an employment reserve of up to 12 months (360-days) from the date of commencement of the disability. As a general rule, the employee will be reinstated provided that:

- the employee is released from treatment before the expiration of the 12-month (360-day) employment reserve; and
- the employee is mentally and physically able to perform his/her job; and
- the employee requests reinstatement within 30 business days from the date the employee is discharged or released from treatment; and
- the employee’s job has not been eliminated at the time of the request.

Automobile Accident Social Protection Act Leave

The Automobile Accident Social Protection Act entitles employees temporarily disabled due to an automobile accident to a 6-month unpaid leave, commencing from the time of the accident, to recover from their injuries. Employees must request reinstatement within the 6-month leave period and within 15 days from their medical release.

SPECIAL LEAVE FOR VICTIMS OF ABUSE

Employees who are victims of, or have covered family members that are victims of, domestic or gender-based
Employee Handbook

violence, child abuse, sexual harassment in employment, sexual assault, lewd acts, or felony stalking, may take up to 15 days of unpaid leave each calendar year. Employees may use this leave to seek advice or obtain a restraining order or court order; seek or obtain legal assistance; and seek or obtain safe housing or space in a shelter, among other uses allowed by law. Leave time may be taken on a fractioned or intermittent basis. Covered family members include sons and daughters, spouses, sentimental partners, parents, and minors, persons of advanced age, or with disabilities over which the employee has custody or guardianship. An employee must provide at least two business days’ notice prior to use of this leave, unless the circumstances do not permit earlier notification. Employees must submit supporting documentation detailing the time spent addressing the situation for which this leave is requested. The documentation must be provided within 2 business days after the employee’s last absence. Unused portions of this leave will not carryover to subsequent calendar years. Please contact the Human Resources department for additional information about use of this leave.

Other Leaves & Benefits

Please contact the Human Resources Department to inquire about your eligibility for other statutory leaves available under Puerto Rico laws and benefits available to Puerto Rico employees. Please note that there are provisions of the Employee Handbook that are not applicable to Puerto Rico employees.

Protocol For The Management Of Domestic Violence In The Workplace in Puerto Rico

Justification and Purpose
Domestic violence is a societal problem which may spread into and bring dangerous elements to the workplace. Act No. 217 of September 29, 2006 was enacted to strengthen efforts to prevent and intervene in such cases. Amongst acts that may constitute domestic violence in the workplace are: intimidation; harassment or threats to a person in the workplace through regular mail, electronic mail (“e-mail”), fax, telephone or in person; and physically hurting someone during working hours or when the person is arriving at or leaving from work. Acts of domestic violence in the workplace represent a danger, not only to the victim of domestic violence, but also to other workers and visitors in the same place.

Although there is no way to prevent with absolute certainty domestic violence in the workplace, the Company is committed to maintaining a safe workplace environment for all its employees. Thus, the Company has established a zero tolerance policy regarding domestic violence in the workplace. This Protocol is aimed at establishing measures and procedures to follow when an employee considers himself/herself a victim of domestic violence in the workplace.

Legal Basis

Definitions
For purposes of this Protocol, the following words shall have the following meanings:

- Domestic violence – The use of physical force, psychological or sexual violence, intimidation, or persecution against a person by his/her partner to cause physical harm to the person or to his/her property or against third parties in order to cause severe emotional harm to the person.
Employee Handbook

- Partner – Means a spouse, former spouse, boyfriend, girlfriend or a person with whom another cohabits, maintains a consensual intimate relation or has procreated a child with. Includes partners in couples of the same sex.
- Protective Order – Means any mandate issued by a court with orders to prevent a person who commits acts of domestic violence from continuing to commit such acts.
- Victim – Any person who has been subjected to acts of domestic violence.
- Workplace – The space in which a person carries out his/her main functions as an employee and which is under the control of the employer.

Designation and Personnel in Charge of Domestic Violence Situations
The Company hereby designates the Human Resources Department as the persons in charge of handling domestic violence situations in the workplace. This team shall have the following responsibilities, in addition to the job functions already ascribed to the positions:

- Shall coordinate the orientation of employees regarding the existence of this Protocol.
- Shall provide support to management in the handling of domestic violence situations in the workplace.
- Shall provide information regarding safety alternatives to employees who are victims of domestic violence.

The Human Resources Department may be contacted at 888-292-9580. In case such person is not available, he/she will be substituted by [another member of the team], who may be contacted at the same address, for purposes of complying with the responsibilities ascribed to the Human Resources Department under this Protocol.

In addition, the Company designates the supervisor on duty to handle domestic violence situations that may arise in the workplace, and to work with Human Resources in addressing these situations.

Human Resources shall work with the supervisor who shall:

1. Receive orientation regarding domestic violence and the implementation of security measures.
2. Attend to and channel those domestic violence situations that are communicated to him/her by a person who is being affected by the domestic violence situation.
3. Provide information to the victim regarding security measures in the workplace and advise the employee on the options available under the Special Leave Law for employees with situations of domestic or gender-based violence, child abuse, sexual harassment at work, sexual assault, lewd or stalking acts in their felony form.
4. Coordinate with Human Resources on the adoption of applicable security measures.

Preventative Security Measures, Procedures and Uniform Measures to Follow

1. Any employee that is a victim of domestic violence and who fears for his/her safety shall as a first step seek a protective order from a court.
2. Once the employee obtains the protective order he/she shall notify Human Resources, and/or his/her supervisor to receive information and support to deal with the domestic violence situation. The Company will do everything it reasonably can to comply with the orders contained in the protective order.
3. Once the employee is notified of the protective order he/she will notify Human Resources about the protective order so that they are aware of the order and may take any appropriate measure to prevent or manage a situation of domestic violence in the workplace with regards to that employee.
4. Any employee may notify the Human Resources Department about any domestic violence situation that may endanger the safety of any employee in the workplace so that the Company may take the corresponding security measures.
Employee Handbook

5. Security measures taken do not guarantee absolute protection against violent acts of domestic violence, but they serve as a tool to help reduce the risks of such acts. The security measures taken will depend on the specific circumstances of the situation. Amongst the possible measures that can be taken are:

(a) Identify paid and unpaid leaves available under the law in case the victim of domestic violence has to take time off from work in connection with the domestic violence situation, as long as all requirements to take the leave are met. See Special Leave for Victims of Abuse described above.

(b) Transfer the victim to another area in the workplace, if business necessity so permits, there is a vacancy and the employee consents.

(c) Make changes to the employee’s work schedule, if business necessity so permits and the employee consents.

(d) With the employee’s consent, alert the persons who are in charge of answering telephones of possible threatening phone calls.

(e) Request that the victim retain as evidence copies of all documents which contain threats sent through mail, fax, e-mail and/or other means.

(f) Keep the protective orders provided by the victim, as confidential records, in the Human Resources Department.

(g) In accordance with Act No. 538 of September 20, 2004, the Company may also seek a protective order in favor of the victim.

Steps to Follow When the Act of Domestic Violence occurs in the Workplace

When the act of domestic violence occurs in the workplace during working hours, the Company may:

1. Have its managers and/or the security personnel be notified immediately to take whatever reasonable security measures may be available.
2. Call the police (911) to request assistance.
3. Identify, to the extent possible, a safe place for the victim.
4. Call for medical help, if necessary.

When an Employee Commits Acts of Domestic Violence In or From the Workplace:

If an employee commits acts of domestic violence in or from the workplace, including through the fax, telephone or e-mail, he/she will be disciplined, up to and including immediate termination.

Confidentiality

To the extent possible, all information offered by an employee who is a victim of domestic violence, related to the domestic violence situation, will be kept confidential, keeping in mind that in order to implement the security measures contained in this Protocol certain people will have to be informed of the situation. The Company will comply with the confidentiality provisions of the Special Leave Law for Victims of Abuse.

Reasonable Accommodation

Employees may request reasonable accommodation or flexible work conditions to address an abuse situation. Examples of accommodations include change of work location, modification of tasks assigned to the employee, change in working times, or others that allow the employee to obtain the necessary assistance to address an abuse situation.

No Retaliation and Discrimination

It is the responsibility of all employees not to incur in acts of domestic violence nor to retaliate or discriminate against individuals who are victims of domestic violence. The Company will not tolerate any form of discrimination against victims of domestic violence, sexual aggression or stalking. In addition, it will not be
Employee Handbook

tolerated for an employee who files a domestic violence complaint or who assist or participates in any way in
the investigation of domestic violence to be subjected to retaliation. If an employee retaliates and/or threatens
to retaliate, the Company will take the appropriate corrective and disciplinary action, up to and including
termination.

Any employee who believes he/she has been a victim of discrimination or retaliation in violation of this policy
shall immediately contact Human Resources Department at 888-292-9580 or his/her immediate supervisor.

The Company is an equal opportunity employer and has anti-discrimination and anti-harassment
policies. Please refer to the Employee Handbook to review these policies and the process to file
internal complaints, or you may also contact the Human Resources Department or your supervisor.
If you (and/or your dependents) have Medicare or will become eligible for Medicare in the next 12 months, a Federal law gives you more choices about your prescription drug coverage. Please see page 8 for more details.
THE WOMEN’S HEALTH CANCER RIGHTS ACT OF 1998 (WHCRA)

If you have had or are going to have a mastectomy, you may be entitled to certain benefits under the Women’s Health and Cancer Rights Act of 1998 (WHCRA). For individuals receiving mastectomy-related benefits, coverage will be provided in a manner determined in consultation with the attending physician and the patient, for:

- All stages of reconstruction of the breast on which the mastectomy was performed;
- Surgery and reconstruction of the other breast to produce a symmetrical appearance;
- Prostheses; and
- Treatment of physical complications of the mastectomy, including lymphedema.

These benefits will be provided subject to the same deductibles and coinsurance applicable to other medical and surgical benefits provided under this plan. Please refer to the Summary Plan Document for further information.

NEWBORNS ACT DISCLOSURE - FEDERAL

Group health plans and health insurance issuers generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother’s or newborn’s attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the plan or the insurance issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

NOTICE OF SPECIAL ENROLLMENT RIGHTS

If you are declining enrollment for yourself or your dependents (including your spouse) because of other health insurance or group health plan coverage, you may be able to enroll yourself and your dependents in this plan if you or your dependents lose eligibility for that other coverage (or if the employer stops contributing toward your or your dependents’ other coverage). However, you must request enrollment within 30 days after your or your dependents’ other coverage ends (or after the employer stops contributing toward the other coverage).

In addition, if you have a new dependent as a result of marriage, birth, adoption, or placement for adoption, you may be able to enroll yourself and your dependents. However, you must request enrollment within 30 days after the marriage, birth, adoption, or placement for adoption.

Further, if you decline enrollment for yourself or eligible dependents (including your spouse) while Medicaid coverage or coverage under a State CHIP program is in effect, you may be able to enroll yourself and your dependents in this plan if:

- coverage is lost under Medicaid or a State CHIP program; or
- you or your dependents become eligible for a premium assistance subsidy from the State.

In either case, you must request enrollment 60 days from the loss of coverage or the date you become eligible for premium assistance.

To request special enrollment or obtain more information, contact the person listed at the end of this summary.

STATEMENT OF ERISA RIGHTS

As a participant in the Plan you are entitled to certain rights and protections under the Employee Retirement
Important Legal Notices Affecting Your Health Plan Coverage

Income Security Act of 1974 ("ERISA"). ERISA provides that all participants shall be entitled to:

Receive Information about Your Plan and Benefits
- Examine, without charge, at the Plan Administrator’s office and at other specified locations, the Plan and Plan documents, including the insurance contract and copies of all documents filed by the Plan with the U.S. Department of Labor, if any, such as annual reports and Plan descriptions.
- Obtain copies of the Plan documents and other Plan information upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan’s annual financial report, if required to be furnished under ERISA. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report, if any.

Continue Group Health Plan Coverage
If applicable, you may continue health care coverage for yourself, spouse or dependents if there is a loss of coverage under the plan as a result of a qualifying event. You and your dependents may have to pay for such coverage. Review the summary plan description and the documents governing the Plan for the rules on COBRA continuation of coverage rights.

Prudent Actions by Plan Fiduciaries
In addition to creating rights for participants, ERISA imposes duties upon the people who are responsible for operation of the Plan. These people, called “fiduciaries” of the Plan, have a duty to operate the Plan prudently and in the interest of you and other Plan participants.
No one, including the Company or any other person, may fire you or discriminate against you in any way to prevent you from obtaining welfare benefits or exercising your rights under ERISA.

Enforce your Rights
If your claim for a welfare benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have a right to have the Plan review and reconsider your claim.

Under ERISA, there are steps you can take to enforce these rights. For instance, if you request materials from the Plan Administrator and do not receive them within 30 days, you may file suit in federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $152 per day (up to a $1,527 cap per request), until you receive the materials, unless the materials were not sent due to reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, and you have exhausted the available claims procedures under the Plan, you may file suit in a state or federal court. If it should happen that Plan fiduciaries misuse the Plan’s money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose (for example, if the court finds your claim is frivolous) the court may order you to pay these costs and fees.

Assistance with your Questions
If you have any questions about your Plan, this statement, or your rights under ERISA, you should contact the nearest office of the Employee Benefits and Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits and Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210.

Afognak Native Corporation Health & Welfare Plan
This is a summary of the annual report of the Afognak Native Corporation Health & Welfare Plan, EIN 92-
Important Legal Notices Affecting Your Health Plan Coverage

0047145, Plan No.501, for the period January 1, 2018 – December 31, 2018. The annual report has been filed with the Employee Benefits Security Administration, U.S. Department of Labor, as required under the Employee Retirement Income Security Act of 1974 (ERISA).

Basic Financial Statement
The value of plan assets, after subtracting liabilities of the plan, was $2,494,069 as of December 31, 2018 compared to $3,964,477 as of January 1, 2018. During the plan year the plan experienced a decrease in its net assets of $1,470,408. During the plan year, the plan had total income of $20,770,181. This income included employer contributions of $15,317,990, employee contributions of $5,373,523 and COBRA contributions of $78,668. Plan expenses were $22,240,589. These expenses included $1,400,015 in administrative expenses and $20,840,574 in benefits paid to participants and beneficiaries.

Insurance Carriers
During 2018, the plan had contracts with the following carriers to pay life, health, prescription drug, dental, vision, short-term disability, long-term disability and stop loss claims incurred under the terms of the plan.
- UMR Self-Funded Health (a division of United Healthcare)
- Cigna International
- Discovery Benefits (Flexible Spending Accounts)
- Hawaii Medical Service Association (HMSA)
- MetLife Insurance - Voluntary Plans
- Symetra Life Insurance

Your Rights to Additional Information
You have the right to receive a copy of the full annual report, or any part thereof, on request. To obtain a copy of the full annual report, or any part thereof, write or contact:
Don Roach, Benefits Director
Afognak Native Corporation
737 Volvo Parkway, Suite 150
Chesapeake, VA 23320
(888) 232-9574

You also have the legally protected right to examine the annual report at the address above or at the main office of the plan located at:
Afognak Native Corporation / Alutiiq, LLC
3909 Arctic Blvd; Suite 500
Anchorage, AK 99503

You can also obtain a copy from the U.S. Department of Labor in Washington, D.C. (copying costs apply)
Public Disclosure Room, Room N1513
Employee Benefits Security Administration
U.S. Department of Labor,
200 Constitution Avenue
N.W., Washington, D.C. 20210
Important Legal Notices Affecting Your Health Plan Coverage

CONTACT INFORMATION

Questions regarding any of this information can be directed to:
Don Roach, Benefits Director
Afognak Native Corporation
737 Volvo Parkway, Suite 150
Chesapeake, Virginia United States 23320
757-277-9958;
droach@alutiq.com

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

Your Information. Your Rights. Our Responsibilities.
Recipients of the notice are encouraged to read the entire notice. Contact information for questions or complaints is available at the end of the notice.

Your Rights
You have the right to:
• Get a copy of your health and claims records
• Correct your health and claims records
• Request confidential communication
• Ask us to limit the information we share
• Get a list of those with whom we’ve shared your information
• Get a copy of this privacy notice
• Choose someone to act for you
• File a complaint if you believe your privacy rights have been violated

Your Choices
You have some choices in the way that we use and share information as we:
• Answer coverage questions from your family and friends
• Provide disaster relief
• Market our services and sell your information

Our Uses and Disclosures
We may use and share your information as we:
• Help manage the health care treatment you receive
• Run our organization
• Pay for your health services
• Administer your health plan
• Help with public health and safety issues
• Do research
• Comply with the law
• Respond to organ and tissue donation requests and work with a medical examiner or funeral director
• Address workers’ compensation, law enforcement, and other government requests
• Respond to lawsuits and legal actions

Your Rights
When it comes to your health information, you have certain rights. This section explains your rights
Important Legal Notices Affecting Your Health Plan Coverage

and some of our responsibilities to help you.

Get a copy of health and claims records
- You can ask to see or get a copy of your health and claims records and other health information we have about you. Ask us how to do this.
- We will provide a copy or a summary of your health and claims records, usually within 30 days of your request. We may charge a reasonable, cost-based fee.

Ask us to correct health and claims records
- You can ask us to correct your health and claims records if you think they are incorrect or incomplete. Ask us how to do this.
- We may say “no” to your request, but we’ll tell you why in writing, usually within 60 days.

Request confidential communications
- You can ask us to contact you in a specific way (for example, home or office phone) or to send mail to a different address.
- We will consider all reasonable requests, and we must say “yes” if you tell us you would be in danger if we do not.

Ask us to limit what we use or share
- You can ask us not to use or share certain health information for treatment, payment, or our operations.
- We are not required to agree to your request.

Get a list of those with whom we’ve shared information
- You can ask for a list (accounting) of the times we’ve shared your health information for up to six years prior to the date you ask, who we shared it with, and why.
- We will include all the disclosures except for those about treatment, payment, and health care operations, and certain other disclosures (such as any you asked us to make). We’ll provide one accounting a year for free but will charge a reasonable, cost-based fee if you ask for another one within 12 months.

Get a copy of this privacy notice
You can ask for a paper copy of this notice at any time, even if you have agreed to receive the notice electronically. We will provide you with a paper copy promptly.

Choose someone to act for you
- If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information.
- We will make sure the person has this authority and can act for you before we take any action.

File a complaint if you feel your rights are violated
- You can complain if you feel we have violated your rights by contacting us using the information at the end of this notice.
- You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting www.hhs.gov/ocr/privacy/hipaa/complaints/.
- We will not retaliate against you for filing a complaint.

Your Choices
For certain health information, you can tell us your choices about what we share. If you have a clear preference for how we share your information in the situations described below, talk to us. Tell us what you want us to do, and we will follow your instructions.
Important Legal Notices Affecting Your Health Plan Coverage

In these cases, you have both the right and choice to tell us to:
- Share information with your family, close friends, or others involved in payment for your care
- Share information in a disaster relief situation
  
  *If you are not able to tell us your preference, for example if you are unconscious, we may go ahead and share your information if we believe it is in your best interest. We may also share your information when needed to lessen a serious and imminent threat to health or safety.*
- We never share your information for marketing purposes, unless authorized by you.

Our Uses and Disclosures

How do we typically use or share your health information?

We typically use or share your health information in the following ways.

Help manage the health care treatment you receive

We can use your health information and share it with professionals who are treating you.

*Example: A doctor sends us information about your diagnosis and treatment plan so we can arrange additional services.*

Pay for your health services

We can use and disclose your health information as we pay for your health services.

*Example: We share information about you with your dental plan to coordinate payment for your dental work.*

Administer your plan

We may disclose your health information to your health plan sponsor for plan administration.

*Example: Your company contracts with us to provide a health plan, and we provide your company with certain statistics to explain the premiums we charge.*

Run our organization

- We can use and disclose your information to run our organization and contact you when necessary.
- We are not allowed to use genetic information to decide whether we will give you coverage and the price of that coverage. This does not apply to long-term care plans.

*Example: We use health information about you to develop better services for you.*

How else can we use or share your health information?

We are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research. We have to meet many conditions in the law before we can share your information for these purposes. For more information see: [www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html](http://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html).

Help with public health and safety issues

We can share health information about you for certain situations such as:
- Preventing disease
- Helping with product recalls
- Reporting adverse reactions to medications
- Reporting suspected abuse, neglect, or domestic violence
- Preventing or reducing a serious threat to anyone’s health or safety

Do research

We can use or share your information for health research.

Comply with the law

We will share information about you if state or federal laws require it, including with the Department of

Important Legal Notices Affecting Your Health Plan Coverage

Health and Human Services if it wants to see that we’re complying with federal privacy law.

Respond to organ and tissue donation requests
- We can share health information about you with organ procurement organizations.
- We can share health information with a coroner, medical examiner, or funeral director when an individual dies.

Address workers’ compensation, law enforcement, and other government requests
We can use or share health information about you:
- For workers’ compensation claims
- For law enforcement purposes or with a law enforcement official
- With health oversight agencies for activities authorized by law
- For special government functions such as military, national security, and presidential protective services

Respond to lawsuits and legal actions
We can share health information about you in response to a court or administrative order, or in response to a subpoena.

Our Responsibilities
- We are required to maintain the privacy and security of your protected health information (PHI).
- We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
- We must follow the duties and privacy practices described in this notice and give you a copy.
- We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind.

For more information see: [www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html](http://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html).

Important Notice from Afognak Native Corporation About Your Prescription Drug Coverage and Medicare

Please read this notice carefully and keep it where you can find it. This notice has information about your current prescription drug coverage with Afognak Native Corporation and about your options under Medicare’s prescription drug coverage. This information can help you decide whether or not you want to join a Medicare drug plan. If you are considering joining, you should compare your current coverage, including which drugs are covered at what cost, with the coverage and costs of the plans offering Medicare prescription drug coverage in your area. Information about where you can get help to make decisions about your prescription drug coverage is at the end of this notice.

There are two important things you need to know about your current coverage and Medicare’s prescription drug coverage:

1. Medicare prescription drug coverage became available in 2006 to everyone with Medicare. You can get this coverage if you join a Medicare Prescription Drug Plan or join a Medicare Advantage Plan (like an HMO or PPO) that offers prescription drug coverage. All Medicare drug plans provide at least a standard level of coverage set by Medicare. Some plans may also offer more coverage for a higher monthly premium.

2. Afognak Native Corporation has determined that the prescription drug coverage offered by the Afognak Group Health Plan is, on average for all plan participants, expected to pay out as much as standard Medicare prescription drug coverage pays and is therefore considered Creditable
Important Legal Notices Affecting Your Health Plan Coverage

Coverage. Because your existing coverage is Creditable Coverage, you can keep this coverage and not pay a higher premium (a penalty) if you later decide to join a Medicare drug plan.

When Can You Join A Medicare Drug Plan?
You can join a Medicare drug plan when you first become eligible for Medicare and each year from October 15th to December 7th.

However, if you lose your current creditable prescription drug coverage, through no fault of your own, you will also be eligible for a two (2) month Special Enrollment Period (SEP) to join a Medicare drug plan.

What Happens To Your Current Coverage If You Decide to Join A Medicare Drug Plan?
If you decide to join a Medicare drug plan, your current Afognak Native Corporation coverage will not be affected. You can keep this coverage and it will coordinate with Part D coverage.

If you do decide to join a Medicare drug plan and drop your current Afognak Native Corporation coverage, be aware that you and your dependents will be able to get this coverage back during open enrollment or in the case of a special enrollment opportunity.

When Will You Pay A Higher Premium (Penalty) To Join A Medicare Drug Plan?
You should also know that if you drop or lose your current coverage with Afognak Native Corporation and don’t join a Medicare drug plan within 63 continuous days after your current coverage ends, you may pay a higher premium (a penalty) to join a Medicare drug plan later.

If you go 63 continuous days or longer without creditable prescription drug coverage, your monthly premium may go up by at least 1% of the Medicare base beneficiary premium per month for every month that you did not have that coverage. For example, if you go nineteen months without creditable coverage, your premium may consistently be at least 19% higher than the Medicare base beneficiary premium. You may have to pay this higher premium (a penalty) as long as you have Medicare prescription drug coverage. In addition, you may have to wait until the following October to join.

For More Information About This Notice Or Your Current Prescription Drug Coverage…
Contact the person listed below for further information. NOTE: You’ll get this notice each year. You will also get it before the next period you can join a Medicare drug plan, and if this coverage through Afognak Native Corporation changes. You also may request a copy of this notice at any time.
For More Information About Your Options Under Medicare Prescription Drug Coverage...

More detailed information about Medicare plans that offer prescription drug coverage is in the "Medicare & You" handbook. You’ll get a copy of the handbook in the mail every year from Medicare. You may also be contacted directly by Medicare drug plans.

For more information about Medicare prescription drug coverage:

- Visit www.medicare.gov
- Call your State Health Insurance Assistance Program (see the inside back cover of your copy of the "Medicare & You" handbook for their telephone number) for personalized help
- Call 1-800-MEDICARE (1-800-633-4227). TTY users should call 1-877-486-2048.

If you have limited income and resources, extra help paying for Medicare prescription drug coverage is available. For information about this extra help, visit Social Security on the web at www.socialsecurity.gov, or call them at 1-800-772-1213 (TTY 1-800-325-0778).

Remember: Keep this Creditable Coverage notice. If you decide to join one of the Medicare drug plans, you may be required to provide a copy of this notice when you join to show whether or not you have maintained creditable coverage and, therefore, whether or not you are required to pay a higher premium (a penalty).

Date: 10/1/19
Name of Entity/Sender: Afognak Native Corporation
Contact--Position/Office: Don Roach, Benefits Director
737 Volvo Parkway, Ste. 150
Chesapeake, VA 23320
Phone Number: (888) 232-9574

Premium Assistance Under Medicaid and the Children’s Health Insurance Program (CHIP)

If you or your children are eligible for Medicaid or CHIP and you’re eligible for health coverage from your employer, your state may have a premium assistance program that can help pay for coverage, using funds from their Medicaid or CHIP programs. If you or your children aren’t eligible for Medicaid or CHIP, you won’t be eligible for these premium assistance programs but you may be able to buy individual insurance coverage through the Health Insurance Marketplace. For more information, visit www.healthcare.gov.

If you or your dependents are already enrolled in Medicaid or CHIP and you live in a State listed below, contact your State Medicaid or CHIP office to find out if premium assistance is available.

If you or your dependents are NOT currently enrolled in Medicaid or CHIP, and you think you or any of your dependents might be eligible for either of these programs, contact your State Medicaid or CHIP office or dial 1-877-KIDS NOW or www.insurekidsnow.gov to find out how to apply. If you qualify, ask your state if it has a program that might help you pay the premiums for an employer-sponsored plan.

If you or your dependents are eligible for premium assistance under Medicaid or CHIP, as well as eligible under your employer plan, your employer must allow you to enroll in your employer plan if you aren’t already enrolled. This is called a “special enrollment” opportunity, and you must request coverage within 60 days of being determined eligible for premium assistance. If you have questions about enrolling in your employer plan, contact the Department of Labor at www.askebsa.dol.gov or call 1-866-444-EBSA (3272).

If you live in one of the following states, you may be eligible for assistance paying your employer health plan premiums. The following list of states is current as of January 31, 2019. Contact your State for more information on eligibility –
### Important Legal Notices Affecting Your Health Plan Coverage

<table>
<thead>
<tr>
<th>State</th>
<th>Website</th>
<th>Phone</th>
<th>URL</th>
</tr>
</thead>
<tbody>
<tr>
<td>ALABAMA – Medicaid</td>
<td><a href="http://myalhipp.com">Website</a></td>
<td>1-855-692-5447</td>
<td><a href="http://myalhipp.com">Website</a></td>
</tr>
<tr>
<td>FLORIDA – Medicaid</td>
<td><a href="http://flmedicaidtplrecovery.com/hipp">Website</a></td>
<td>1-877-357-3268</td>
<td><a href="http://flmedicaidtplrecovery.com/hipp">Website</a></td>
</tr>
<tr>
<td>ALASKA – Medicaid</td>
<td><a href="http://myakhipp.com">Website</a></td>
<td>1-866-251-4861</td>
<td><a href="http://myakhipp.com">Website</a></td>
</tr>
<tr>
<td>GEORGIA – Medicaid</td>
<td><a href="http://www.medicaid.georgia.gov">Website</a></td>
<td>1-877-357-3268</td>
<td><a href="http://www.medicaid.georgia.gov">Website</a></td>
</tr>
<tr>
<td>ARKANSAS – Medicaid</td>
<td><a href="http://myarhipp.com">Website</a></td>
<td>1-855-MyARHIPP (855-692-7447)</td>
<td><a href="http://myarhipp.com">Website</a></td>
</tr>
<tr>
<td>KANSAS – Medicaid</td>
<td><a href="http://www.kdheks.gov/hcf/">Website</a></td>
<td>1-785-296-3512</td>
<td><a href="http://www.kdheks.gov/hcf/">Website</a></td>
</tr>
<tr>
<td>IOWA – Medicaid</td>
<td><a href="http://dhs.iowa.gov/hawk-i">Website</a></td>
<td>1-800-257-8563</td>
<td><a href="http://dhs.iowa.gov/hawk-i">Website</a></td>
</tr>
<tr>
<td>KENTUCKY – Medicaid</td>
<td><a href="https://chfs.ky.gov">Website</a></td>
<td>1-800-635-2570</td>
<td><a href="https://chfs.ky.gov">Website</a></td>
</tr>
<tr>
<td>NEW HAMPSHIRE – Medicaid</td>
<td><a href="https://www.dhhs.nh.gov/oii/hipp.htm">Website</a></td>
<td>603-271-5218 (Toll-Free: 1-800-852-3345, ext 5218)</td>
<td><a href="https://www.dhhs.nh.gov/oii/hipp.htm">Website</a></td>
</tr>
<tr>
<td>LOUISIANA – Medicaid</td>
<td><a href="http://dhh.louisiana.gov/index.cfm/subhome/1/n/331">Website</a></td>
<td>1-800-852-3345 (ext 5218)</td>
<td><a href="http://dhh.louisiana.gov/index.cfm/subhome/1/n/331">Website</a></td>
</tr>
<tr>
<td>NEW JERSEY – Medicaid and CHIP</td>
<td><a href="https://www.njfamilycare.org/index.html">Website</a></td>
<td>609-631-2392 (CHIP Phone: 1-800-701-0710)</td>
<td><a href="https://www.njfamilycare.org/index.html">Website</a></td>
</tr>
<tr>
<td>NEW YORK – Medicaid</td>
<td><a href="https://www.health.ny.gov/health_care/medicaid/">Website</a></td>
<td>1-800-541-2831</td>
<td><a href="https://www.health.ny.gov/health_care/medicaid/">Website</a></td>
</tr>
<tr>
<td>MASSACHUSETTS – Medicaid and CHIP</td>
<td><a href="https://www.mass.gov/eohhs/gov/departments/masshealth">Website</a></td>
<td>1-800-541-2831</td>
<td><a href="https://www.mass.gov/eohhs/gov/departments/masshealth">Website</a></td>
</tr>
<tr>
<td>NORTH CAROLINA – Medicaid</td>
<td><a href="https://dma.ncdhhs.gov/">Website</a></td>
<td>919-855-4100</td>
<td><a href="https://dma.ncdhhs.gov/">Website</a></td>
</tr>
</tbody>
</table>

The AK Health Insurance Premium Payment Program
Website: [http://myakhipp.com](http://myakhipp.com)
Phone: 1-866-251-4861
Email: CustomerService@MyAKHIPP.com

Medicaid Eligibility:
[http://dhss.alaska.gov/dpa/Pages/medicaid/default.aspx](http://dhss.alaska.gov/dpa/Pages/medicaid/default.aspx)

Healthy Indiana Plan for low-income adults 19-64
Website: [http://www.in.gov/fssa/hip/](http://www.in.gov/fssa/hip/)
Phone: 404-656-4507

All other Medicaid
Website: [http://www.indianamedicaid.com](http://www.indianamedicaid.com)
Phone: 1-800-403-0864

IOWA – Medicaid
Website: [http://dhs.iowa.gov/hawk-i](http://dhs.iowa.gov/hawk-i)
Phone: 1-800-257-8563

Website: [https://chfs.ky.gov](https://chfs.ky.gov)
Phone: 1-800-635-2570

Website: [https://www.dhhs.nh.gov/oii/hipp.htm](https://www.dhhs.nh.gov/oii/hipp.htm)
Phone: 603-271-5218 (Toll-Free: 1-800-852-3345, ext 5218)

Website: [http://dhh.louisiana.gov/index.cfm/subhome/1/n/331](http://dhh.louisiana.gov/index.cfm/subhome/1/n/331)
Phone: 1-888-695-2447

Phone: 1-800-442-6003
TTY: Maine relay 711

Website: [https://www.health.ny.gov/health_care/medicaid/](https://www.health.ny.gov/health_care/medicaid/)
Phone: 1-800-541-2831

Website: [https://www.mass.gov/eohhs/gov/departments/masshealth](https://www.mass.gov/eohhs/gov/departments/masshealth)
Phone: 1-800-862-4840

Website: [https://dma.ncdhhs.gov/](https://dma.ncdhhs.gov/)
Phone: 919-855-4100
<table>
<thead>
<tr>
<th>State</th>
<th>Website</th>
<th>Medicaid Website</th>
<th>CHIP Website</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oklahoma</td>
<td><a href="http://www.insureoklahoma.org">http://www.insureoklahoma.org</a></td>
<td></td>
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<tr>
<td>Nevada</td>
<td><a href="http://dhcfp.nv.gov">http://dhcfp.nv.gov</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>South Carolina</td>
<td><a href="https://www.scdhhs.gov">https://www.scdhhs.gov</a></td>
<td><a href="https://www.scdhhs.gov">https://www.scdhhs.gov</a></td>
<td></td>
</tr>
<tr>
<td>South Dakota</td>
<td><a href="http://dss.sd.gov">http://dss.sd.gov</a></td>
<td></td>
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<tr>
<td>Vermont</td>
<td><a href="https://www.greenmountaincare.org/">https://www.greenmountaincare.org/</a></td>
<td><a href="https://www.greenmountaincare.org/">https://www.greenmountaincare.org/</a></td>
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</tbody>
</table>
Important Legal Notices Affecting Your Health Plan Coverage

To see if any other states have added a premium assistance program since January 31, 2019, or for more information on special enrollment rights, contact either:

U.S. Department of Labor
Employee Benefits Security Administration
www.dol.gov/agencies/ebsa
1-866-444-EBSA (3272)

U.S. Department of Health and Human Services
Centers for Medicare & Medicaid Services
www.cms.hhs.gov
1-877-267-2323, Menu Option 4, Ext. 61565

Paperwork Reduction Act Statement

According to the Paperwork Reduction Act of 1995 (Pub. L. 104-13) (PRA), no persons are required to respond to a collection of information unless such collection displays a valid Office of Management and Budget (OMB) control number. The Department notes that a Federal agency cannot conduct or sponsor a collection of information unless it is approved by OMB under the PRA, and displays a currently valid OMB control number, and the public is not required to respond to a collection of information unless it displays a currently valid OMB control number. See 44 U.S.C. 3507. Also, notwithstanding any other provisions of law, no person shall be subject to penalty for failing to comply with a collection of information if the collection of information does not display a currently valid OMB control number. See 44 U.S.C. 3512.

The public reporting burden for this collection of information is estimated to average approximately seven minutes per respondent. Interested parties are encouraged to send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Employee Benefits Security Administration, Office of Policy and Research, Attention: PRA Clearance Officer, 200 Constitution Avenue, N.W., Room N-5718, Washington, DC 20210 or email ebsa.opr@dol.gov and reference the OMB Control Number 1210-0137.

OMB Control Number 1210-0137 (expires 12/31/2019)
**Health Insurance Marketplace Coverage Options and Your Health Coverage**

**PART A: General Information**

When key parts of the health care law take effect in 2014, there will be a new way to buy health insurance: the Health Insurance Marketplace. To assist you as you evaluate options for you and your family, this notice provides some basic information about the new Marketplace and employment-based health coverage offered by your employer.

**What is the Health Insurance Marketplace?**

The Marketplace is designed to help you find health insurance that meets your needs and fits your budget. The Marketplace offers "one-stop shopping" to find and compare private health insurance options. You may also be eligible for a new kind of tax credit that lowers your monthly premium right away. Open enrollment for health insurance coverage through the Marketplace begins in October 2013 for coverage starting as early as January 1, 2014.

**Can I Save Money on my Health Insurance Premiums in the Marketplace?**

You may qualify to save money and lower your monthly premium, but only if your employer does not offer coverage, or offers coverage that doesn't meet certain standards. The savings on your premium that you're eligible for depends on your household income.

**Does Employer Health Coverage Affect Eligibility for Premium Savings through the Marketplace?**

Yes. If you have an offer of health coverage from your employer that meets certain standards, you will not be eligible for a tax credit through the Marketplace and may wish to enroll in your employer's health plan. However, you may be eligible for a tax credit that lowers your monthly premium, or a reduction in certain cost-sharing if your employer does not offer coverage to you at all or does not offer coverage that meets certain standards. If the cost of a plan from your employer that would cover you (and not any other members of your family) is more than 9.5% of your household income for the year, or if the coverage your employer provides does not meet the "minimum value" standard set by the Affordable Care Act, you may be eligible for a tax credit.

**Note:** If you purchase a health plan through the Marketplace instead of accepting health coverage offered by your employer, then you may lose the employer contribution (if any) to the employer-offered coverage. Also, this employer contribution -as well as your employee contribution to employer-offered coverage- is often excluded from income for Federal and State income tax purposes. Your payments for coverage through the Marketplace are made on an after-tax basis.

**How Can I Get More Information?**

For more information about your coverage offered by your employer, please check your summary plan description or contact.

The Marketplace can help you evaluate your coverage options, including your eligibility for coverage through the Marketplace and its cost. Please visit HealthCare.gov for more information, including an online application for health insurance coverage and contact information for a Health Insurance Marketplace in your area.

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1 An employer - sponsored health plan meets the "minimum value standard" if the plan's...
Important Legal Notices Affecting Your Health Plan Coverage

share of the total allowed benefit costs covered by the plan is no less than 60 percent of such costs.

PART B: Information About Health Coverage Offered by Your Employer

This section contains information about any health coverage offered by your employer. If you decide to complete an application for coverage in the Marketplace, you will be asked to provide this information. This information is numbered to correspond to the Marketplace application.

<table>
<thead>
<tr>
<th>3. Employer name</th>
<th>4. Employer Identification Number (EIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Afognak Native Corporation</td>
<td>92-0047145</td>
</tr>
<tr>
<td>5. Employer address</td>
<td>6. Employer phone number</td>
</tr>
<tr>
<td>737 Volvo Parkway, Suite 150</td>
<td>(757) 819-6006</td>
</tr>
<tr>
<td>7. City</td>
<td>8. State</td>
</tr>
<tr>
<td>Chesapeake</td>
<td>VA</td>
</tr>
<tr>
<td>9. ZIP code</td>
<td></td>
</tr>
<tr>
<td>23320</td>
<td></td>
</tr>
<tr>
<td>10. Who can we contact about employee health coverage at this job?</td>
<td>11. Phone number (if different from above)</td>
</tr>
<tr>
<td>Julie Vinson</td>
<td></td>
</tr>
<tr>
<td>12. Email address</td>
<td></td>
</tr>
<tr>
<td><a href="mailto:jvinson@alutiiq.com">jvinson@alutiiq.com</a></td>
<td></td>
</tr>
</tbody>
</table>

Here is some basic information about health coverage offered by this employer:

- As your employer, we offer a health plan to:
  - [ ] All employees. Eligible employees are:
    - [ ] Eligible employees who regularly work 30 or more hours per week. The employer pays the majority of the cost for single premium.

- With respect to dependents:
  - [ ] Eligible dependents are offered coverage.

- If checked, this coverage meets the minimum value standard*, and the cost of this coverage to you is intended to be affordable, based on employee wages.

Even if your employer intends your coverage to be affordable, you may still be eligible for a premium discount through the Marketplace. The Marketplace will use your household income, along with other factors, to determine whether you may be eligible for a premium discount. If, for example, your wages vary from week to week (perhaps you are an hourly employee or you work on a commission basis), if you are newly employed mid-year, or if you have other income losses, you may still qualify for a premium discount.
Important Legal Notices Affecting Your Health Plan Coverage

If you decide to shop for coverage in the Marketplace, HealthCare.gov will guide you through the process. Here's the employer information you'll enter when you visit HealthCare.gov to find out if you can get a tax credit to lower your monthly premiums.

An employer–sponsored health plan meets the "minimum value standard" if the plan’s share of the total allowed benefit costs covered by the plan is no less than 60 percent of such costs (Section 36 B(c)(2)(C)(ii) of the Internal Revenue Code of 1986).
The images on the logos of Afognak Native Corporation, Alutiiq, LLC and their subsidiaries are called Alutiiq petroglyphs. Petroglyphs are one of the few sources of ancient Alutiiq graphic art, with some of the images dating back 1,500 years. They were carved into boulders, cliff faces, and other stationary pieces of stone, and are still visible today. In the Kodiak Archipelago there are at least six known petroglyph locations, mostly at the entrance of bays, which depict human figures, animal forms, and geometric designs. While their exact meaning remains a mystery, many scholars, anthropologists, and the Alutiiq people have their own interpretations of this beautiful art form. Some theorize that they represent ancestor stories, serve as property territory markers, or even reveal shamanistic activity. For many Alutiiq people, they represent the identity and strength of the people themselves, our culture and ability to adapt and thrive in a harsh, unforgiving environment.

Generally, our Afognak Shareholders agree the four petroglyphs of the Afognak and Alutiiq logos represent (from left to right) a whale, a drummer, an ocean wave, and a halibut. The whale and halibut represent significant traditional subsistence foods. Traditionally, people hunted whales as a source of food. Today we enjoy watching their magnificence as they migrate past the Kodiak Archipelago each summer to feed.

Employee Handbook Acknowledgement

This handbook is designed to acquaint you with Afognak Native Corporation and the Alutiiq people, and to provide you with information about working conditions, company values, employee benefits, and the policies affecting your employment (collectively referred to as "policies") adopted by Afognak Native Corporation (sometimes referred to as the "Company" or "ANC"). These ANC policies are applicable to individuals employed by ANC, and also to ANC’s direct and indirect subsidiaries at any level (including Alutiiq, LLC and its direct and indirect subsidiaries), and any joint ventures or other business enterprises of those companies, to the extent that those companies and entities formally adopt these policies. For each such company or entity that adopts these policies, the terms “Afognak Native Corporation,” “ANC,” “Company” and “employer” herein shall also refer to each such company and entity, and the terms “employee” and “employees” herein shall also refer to all employees of any such company or entity. Please note that some subsidiaries, joint ventures and other business enterprises of Afognak Native Corporation, Alutiiq, LLC or their subsidiaries might adopt policies and/or provide or offer their employees benefits which are different from, or in addition to, the policies and benefits in this handbook. Please consult with the Human Resources Department for information about the particular policies, individual benefits and leave provided by your particular employer. You are required to read, understand, and comply with all policies of this handbook and any other policies that have been adopted by your particular employer. It describes many of your responsibilities as an employee and outlines the programs developed by Afognak Native Corporation to benefit employees. One of our objectives is to provide a work environment that is conducive to both personal and professional growth.

Since the information, policies, and benefits described here are necessarily subject to change, you acknowledge that revisions to the handbook may occur, except to Afognak Native Corporation’s policy of employment at-will. All such changes will be communicated through official notices, and you understand that revised information may supersede, modify, or eliminate existing policies. Only the CEO/President of Afognak Native Corporation has the ability to adopt any revisions to the policies in this handbook.

The Company has made every effort to ensure the policies in this Handbook are in compliance with all applicable federal, state and local employment laws and regulations. In the event that a provision in this Handbook is in conflict with any applicable federal, state, or local law or regulation, the appropriate law or regulation will prevail, and the provision in this Handbook shall be deemed amended to the extent necessary to comply with such law or regulation.

YOU HAVE ENTERED INTO YOUR EMPLOYMENT RELATIONSHIP WITH THE COMPANY VOLUNTARILY AND ACKNOWLEDGE THAT THERE IS NO SPECIFIED LENGTH OF EMPLOYMENT. ACCORDINGLY, EITHER YOU OR THE COMPANY CAN TERMINATE THE RELATIONSHIP AT-WILL, WITH OR WITHOUT CAUSE, REASON OR NOTICE AT ANY TIME, UNLESS OTHERWISE PROVIDED FOR IN A WRITTEN EMPLOYMENT CONTRACT SIGNED BY THE COMPANY AS AUTHORIZED BY THE ANC CEO/PRESIDENT, AN AUTHORIZED OFFICER OF YOUR PARTICULAR EMPLOYER, OR THE VICE PRESIDENT OF HUMAN RESOURCES, OR IN A COLLECTIVE BARGAINING AGREEMENT, OR APPLICABLE STATE LAW. NO STATEMENT OR PROMISE BY A SUPERVISOR, MANAGER, OR DEPARTMENT HEAD MAY BE INTERPRETED AS A CHANGE IN POLICY NOR WILL IT CONSTITUTE AN EMPLOYMENT AGREEMENT OR CONFER CONTRACTUAL RIGHTS. NO REPRESENTATIVE OF THE COMPANY IS AUTHORIZED TO PROVIDE ANY EMPLOYEE(S) WITH AN EMPLOYMENT CONTRACT OR SPECIAL ARRANGEMENT CONCERNING TERMS OR CONDITIONS OF EMPLOYMENT UNLESS THE CONTRACT OR AGREEMENT IS IN WRITING SIGNED BY THE ANC CEO/PRESIDENT, AN AUTHORIZED OFFICER OF YOUR PARTICULAR EMPLOYER, OR THE VICE PRESIDENT HUMAN RESOURCES.

FURTHERMORE, YOU ACKNOWLEDGE THAT THE POLICIES SET FORTH IN THIS HANDBOOK OR ANY OTHER COMPANY DOCUMENT ARE NOT INTENDED TO CREATE, AND SHALL NOT BE CONSTRUED AS CREATING, A CONTRACT, BARGAIN OR AGREEMENT (INCLUDING A CONTRACT OF EMPLOYMENT) BETWEEN THE COMPANY AND ANY OF ITS EMPLOYEES. YOU HAVE
RECEIVED THE HANDBOOK AND YOU UNDERSTAND THAT IT IS YOUR RESPONSIBILITY TO READ AND COMPLY WITH THE POLICIES IN THIS HANDBOOK AND ANY REVISIONS MADE TO IT.

You have read the Corporate Value Statements contained in the Handbook and you understand it is your responsibility to honor and integrate them into the work you do for the Company.

__________________________________  ______________________
Employee Signature                  Date

__________________________________
Employee Name (Typed or Printed)
Discrimination, Sexual and Other Harassment & Retaliation Prevention Policy

Acknowledgement

I acknowledge that I have received, read, and understand the Company’s Discrimination, Harassment, and Retaliation Prevention Policy, including any applicable state supplement. I understand that I am expected to abide by and be bound by the rules, provisions and standards set forth in the Company’s policy. I further acknowledge that the Company reserves the right to revise, delete, and add to the provisions of the Discrimination, Harassment and Retaliation Prevention Policy at any time, to the maximum extent permitted by applicable law. California Employees: I also acknowledge I have received the California Department of Fair Employment & Housing’s brochure, Sexual Harassment, The Facts About Sexual Harassment (DFEH-185 brochure).

________________________________________  __________________________
Employee Signature                                           Date

________________________________________
Employee Name (Typed or Printed)

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