CHENEGA® CORPORATION

Extraordinary People. Exceptional Performance.

Employee Handbook

December 2020

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The Chenega Story

WHERE IT ALL BEGAN

The story of the Chenega people is one of tenacity and endurance in the face of astounding hardship. The people of the Chenega Tribe have lived in Prince William Sound for some 10,000 years, fishing the waters and harvesting the abundance of their land. They are part of the Alutiiq (ah-loo-tik) tribal family. The native language of the Chenega people is a dialect of Alutiiq, called Suqcestun (sooks-toon)



The Village of Chenega

A CULTURE ROOTED IN HISTORY

For centuries, a village on the southern tip of Chenega Island was home to the Chenega people. The word Chenega means "Beneath the Mountain." The rich waters of Prince William Sound provided well, but also brought many changes. In the 1700s, Russian trappers and explorers found their way to Chenega and first introduced their Christian Orthodox religious practices which were eventually adopted by the Chenega people.



RESILIENCE IN THE FACE OF ADVERSITY

On Good Friday, March 27, 1964, the village of Chenega was destroyed by a tsunami created by a massive 9.2

magnitude earthquake. The loss of life was catastrophic. In this single event, centuries of history were washed away. Twenty-six of the Chenega people, over one-third of them, lost their lives. Chenega suffered the highest percentage of loss of life of any community in the earthquake and tsunami catastrophe. With the village gone, the Chenega people were relocated to nearby communities of Tatitlek, Cordova and Anchorage.

In 1971, U.S. Congress enacted the Alaska Native Claims Settlement Act. This Act granted the original residents of Chenega title to over 70,000 acres of land in Prince William Sound, paving the way for the Chenega Corporation, which was established three years later in 1974.



The tides of Prince William Sound came and went for 20 years following the tsunami without seeing a new home for the Chenega people. Then, in 1984, a group of former villagers established a new village on Evans Island, in Prince William Sound.

In 1989, exactly 25 years after the Good Friday 1964 tsunami, the Exxon Valdez oil tanker ran aground in Prince William Sound. It spilled millions of gallons of oil into the ocean. The tides carried the slick black water to the beaches of the newly established village, wiping out their sole means of livelihood; commercial fishing. Damage to the environment and wildlife crippled their subsistence life. Chenega Corporation chose to participate in the Exxon Valdez Oil Spill Trustee Council Habitat Restoration Program, which protected large blocks of land harmed by the spill.



A STRATEGIC PLAN FOR SUCCESS

In 1997, Chenega Corporation sold a portion of its land to the U.S. Forest Service and the state of Alaska for $34 million. With this capital, the corporation invested in a business development plan focused on federal government services contracting.

ONE OF THE MOST SUCCESSFUL ALASKAN-OWNED BUSINESSES

After taking a great leap of faith at considerable risk, Chenega Corporation consistently ranks among the top 10 most successful Alaskan-owned businesses in the state. Chenega continues to exemplify strength in its core values centered on faith, fortitude, and the perseverance of Chenega shareholders.

Over time, the village of Chenega has also steadily developed. It has a fully operating medical clinic, beautiful Orthodox Christian church, school and community hall, subsistence center, airport, and small harbor. A system of generators and fuel tanks keep the residents in constant supply of power. There is also a ferry dock used by the state of Alaska ferry system as part of the Alaska Marine Highway System, and notably, the community also has a sophisticated response system for oil spills operated by the Alyeska Pipeline Service Company.



Learn more at chenega.com

ABOUT THIS HANDBOOK / DISCLAIMER

We prepared this handbook to help employees find the answers to many questions they may have regarding their employment with Chenega Corporation ("us", "we", or "the Company"). Please take the necessary time to read it.

We do not expect this handbook to answer all questions. Supervisors and our Human Resources Department also serve as a major source of information.

Neither this handbook nor any other verbal or written communication by a management representative is, nor should it be considered to be, an agreement, contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation, nor does it confer any contractual rights whatsoever. The Company adheres to the policy of employment "at will", which permits the Company or the employee to end the employment relationship at any time, for any reason, with or without cause or notice.

Many matters covered by this handbook, such as benefit plan descriptions, are also described in separate Company documents. These Company documents are always controlling over any statement made in this handbook or by any member of management.

This handbook states only general Company guidelines. The Company may, at any time, in its sole discretion and to the maximum extent permitted by applicable law, modify or vary from anything stated in this handbook, with or without notice, except for the rights of the parties to end employment at will.

This handbook is subject to the terms of any applicable collective bargaining agreement. This handbook supersedes all prior handbooks.

Service Contract Act Employees

Federal Service Contract Act ("SCA") employees are those persons hired for a specific Federal contract who are subject to an Area Wage Determination, which mandates the minimum wages and benefits to be provided by the Company by job title and work location. SCA employees will be informed of their status upon hire. The Company provides SCA employees with all benefits described in the applicable SCA Wage Determination, selected for use by the Federal government for the contract in question.

If you are an SCA employee, please refer to the SCA Addendum at the end of this Employee Handbook which highlights significant differences between this Handbook and specific SCA rules with respect to the following topics:

- Employment Categories
- Health and Welfare Benefits
- Holidays
- Paid Time Off ("PTO")

SECTION 1 - GOVERNING PRINCIPLES OF EMPLOYMENT

1-1. Introduction

For employees who are beginning employment with the Company, on behalf of officers and directors of The Chenega Corporation, we extend a warm and sincere welcome.

For continuing employees, thank you for your service. We extend our best wishes for success and happiness here at The Chenega Corporation. We understand it is our employees who provide the services customers rely upon and who will enable us to create new opportunities in the years to come.

1-2. Equal Employment Opportunity

The Company is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, creed, color, religion, alienage or national origin, ancestry, citizenship status, age, physical or mental disability, sex or gender (including pregnancy, childbirth and related medical condition), marital status, military service and veteran status, sexual orientation, gender identity or gender expression (including transgender status), genetic information, or any other characteristic protected by applicable Federal, state or local laws. Our management team is dedicated to Equal Employment Opportunity with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities, access to facilities and programs, and general treatment during employment. Please refer to the Equal Employment Opportunity Statement for further details.

Accommodations for Individuals with Disabilities: The Company will make reasonable accommodations, as required by law, for the known physical or mental disabilities of an otherwise qualified applicant or employee, without regard to any protected classifications, unless doing so would impose an undue hardship upon the Company's business operations. An accommodation is not reasonable if, even with the accommodation, the employee is unable to perform essential job duties in a manner that would not endanger the health or safety of the employee or others.

Any applicant or employee who needs an accommodation to perform the essential functions of the job should contact their Human Resources Department to request such an accommodation. The Company will work with the employee and engage in an interactive process with the employee or applicant, to identify if such an accommodation can be made. The Company will evaluate requested accommodations and, as appropriate, identify other possible accommodations, if any. The employee will be notified of the Company's decision regarding the request within a reasonable period. All medical information submitted will be held in a confidential manner. Please refer to the Disability Accommodation Policy for further details.

The Company will endeavor to accommodate the sincere religious beliefs and practices of its employees to the extent such accommodation does not pose an undue hardship on the Company's operations. If employees wish to request such an accommodation, they should contact their Human Resources Department.
Employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the Human Resources Department. The Company will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. To ensure our workplace is free of artificial barriers, violation of this policy including any improper retaliatory conduct will lead to discipline,

up to and including discharge. All employees must cooperate with all investigations.

1-3. Nondiscrimination & Anti-Harassment

It is Chenega Corporation's policy to prohibit harassment of any individual by another person because of any protected classification including, but not limited to, race, color, national origin, physical or mental disability, religion, marital status, military service and veteran status, sexual orientation, gender identity, or age or any other characteristic protected by applicable federal, state, or local laws. Such conduct will not be tolerated by the Company. The purpose of this policy is not to regulate our employees' personal morality, but to ensure that in the workplace, including while on Company premises, while on Company business (whether or not on Company premises) or while representing the Company, no one harasses another individual.

Harassment, for purposes of this policy generally is defined as unwelcome verbal, visual or physical conduct that demeans or shows hostility or aversion towards an individual because of these protected characteristics, and that (1) has the purpose or effect of creating an intimidating, hostile or offensive working environment; or (2) has the purpose or effect of unreasonably interfering with an individual's work performance; or (3) otherwise adversely affects an individual's employment opportunities. Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, or e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.) that denigrates or shows hostility or aversion towards an individual because of any protected characteristic. Such conduct violates this policy, even if it is not unlawful.

Anybody, regardless of position or title, whom the Company determines has engaged in harassment of any kind in violation of this policy, will be subject to prompt appropriate corrective action, up to and including discharge. If an employee feels they have been subjected to conduct which violates this policy, they should immediately report the matter to their Supervisor. If the employee is unable for any reason to contact their Supervisor, or if the employee has not received an initial response within five (5) business days after reporting any incident of perceived harassment, the employee should contact their Human Resources Department. If the person toward whom the complaint is directed is a Supervisor or member of Human Resources, the employee should contact any higher-level manager in their reporting structure. Every report of perceived harassment will be promptly, thoroughly and impartially investigated, and action will be taken where appropriate as determined by the Company in its reasonable discretion. The identity of individuals who report a perceived violation of this policy, as well as any information obtained during the Company's investigation, will be kept confidential to the extent possible, consistent with a thorough and impartial investigation with relevant legal requirements, but confidentiality cannot be guaranteed. In addition, any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If the employee feels they have been subjected to retaliation, they should report it to their supervisor or Human Resources. Violation of this policy, including any improper retaliatory conduct, will result in disciplinary action, up to and including discharge. All employees must cooperate with all investigations conducted pursuant to this policy.

Please refer to the Nondiscrimination & Anti-Harassment Policy for further details.

1-4. Sexual Harassment

It is Chenega Corporation's policy to prohibit harassment of or against any employee by any job applicant, supervisor, employee, intern, volunteer, contractor, customer, vendor or any other third party based on sex or

gender (including pregnancy, childbirth and related medical conditions), gender identity or gender expression (including transgender status), or sexual orientation. Such conduct will not be tolerated by the Company. The purpose of this policy is not to regulate our employees' personal morality, but to ensure that no one sexually harasses another individual in the workplace, including while on Company premises, while on Company business (whether or not on Company premises) or while representing the Company.

Sexual harassment includes any unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal or physical conduct of a sexual nature when:

- Submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- Submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- The 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.

While it is not easy to define precisely what types of conduct could constitute sexual harassment, examples of prohibited behavior include unwelcome sexual advances; requests for sexual favors; obscene gestures; displaying sexually-graphic magazines, calendars or posters; sending sexually explicit e- mails or text messages; and other verbal or physical conduct of a sexual nature, such as uninvited touching of a sexual nature or sexually-related comments. Depending upon the circumstances, sexual harassment also can include sexual joking; vulgar or offensive conversation or jokes; commenting about the employee's physical appearance; conversation about one's own or someone else's sex life; and teasing or other conduct directed toward a person because of their gender. Such sexual harassment is severe or pervasive enough to create an unprofessional and hostile working environment.

Anybody, regardless of position or title, whom the Company determines has engaged in sexual harassment of any kind in violation of this policy, will be subject to prompt appropriate corrective action, up to and including discharge.

If an individual feels they have been subjected to conduct which violates this policy, they should immediately report the matter to their Supervisor. If unable for any reason to contact this person, or if the individual has not received an initial response within five (5) business days after reporting any incident of perceived harassment, the individual should contact the Human Resources Department. If the person toward whom the complaint is directed is a Supervisor or member of Human Resources, the individual should contact any higher-level manager in their reporting hierarchy. Every report of perceived sexual harassment will be promptly, thoroughly and impartially investigated, and corrective action will be taken where appropriate as determined by the Company in its reasonable discretion. The identity of individuals who report a perceived violation of this policy, as well as any information obtained during the Company's investigation, will be kept confidential to the extent possible, consistent with a thorough and impartial investigation with relevant legal requirements, but confidentiality cannot be guaranteed. In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If an employee feels they have been subjected to any such retaliation, they should report it in the same way a claim of perceived harassment would be reported under this policy. Violation of this policy, including any improper retaliatory conduct, will result in disciplinary action, up to and including discharge. All employees must cooperate with all investigations conducted pursuant to this policy.

1-5. Drug-Free and Alcohol-Free Workplace

To help ensure a safe, healthy and productive work environment for our employees and others, to protect Company property, and to ensure efficient operations, the Company has adopted a policy of maintaining a workplace free of drugs and alcohol. This policy applies to all employees and other individuals who perform work for the Company.

The unlawful or unauthorized use, abuse, solicitation, theft, possession, transfer, purchase, sale or distribution of controlled substances, drug paraphernalia or alcohol by an individual anywhere on Company premises, while on Company business (whether or not on Company premises) or while representing the Company, is strictly prohibited. Employees and other individuals who work for the Company also are prohibited from reporting to work or working while they are using or under the influence of alcohol or any controlled substances, which may impact the 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, a medical marijuana prescription does not allow an employee the right to report to work or perform work under the influence of prescribed medical marijuana or to treat the lawful use of medical marijuana as a defense to a policy violation or a positive drug test, to the extent the employee is subject to any drug testing requirement, to the extent permitted by and in accordance with applicable law.

Violation of this policy will result in disciplinary action, up to and including discharge.

The Company 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 which reflects treatment for substance abuse conditions. However, an employee may not request an accommodation to avoid discipline for a policy violation. We encourage employees to seek assistance before their substance abuse or alcohol misuse renders them unable to perform the essential functions of their job or jeopardizes the health and safety of any Company employee, including themselves.

An employee must notify the Company within five (5) calendar days if they are convicted of a criminal drug violation in the workplace. Within ten (10) days of such notification or other actual notice, the Company will advise the appropriate party of such conviction.

All employees are hereby advised that full compliance with the foregoing policy shall be a condition of employment at the Company.

Any employee who violates the foregoing drug-free workplace policy described above shall be subject to discipline up to and including immediate discharge.

At the discretion of the Company, any employee who violates the 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.

To maintain a drug-free workplace, the Company has established a drug-free awareness program to educate employees on the dangers of drug abuse in the workplace, our drug-free workplace policy, the availability of any drug-free counseling, rehabilitation and employee assistance programs and the penalties that may be imposed

for violations of our drug-free workplace policy. (Such education may include: (1) distribution of our drug- free workplace policy at the employment interview; (2) a discussion of our policy at the new employee orientation session; (3) distribution of a list of approved drug assistance agencies, organizations and clinics; (4) distribution of published educational materials regarding the dangers of drug abuse; (5) reorientation of all involved employees in cases in which a drug- related accident or incident occurs; (6) inclusion of the policy in employee handbooks and any other personnel policy publications; (7) lectures or training by local drug abuse assistance experts; (8) discussion by the Company's safety experts on the hazards associated with drug abuse; and (9) video tape presentations on the hazards of drug abuse.)

Please refer to the Substance Abuse Policy for further details.

1-6. Workplace Violence

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

The Company does not expect employees to become experts in psychology or to physically subdue a threatening or violent individual. Indeed, The Company specifically discourages employees from engaging in any physical confrontation with a violent or potentially violent individual. However, the Company does expect and encourage employees to exercise reasonable judgment in identifying potentially dangerous situations.

Experts in the mental health profession state that prior to engaging in acts of violence, troubled individuals often exhibit one or more of the following behaviors or signs: over- resentment, anger and hostility; extreme agitation; making ominous threats such as bad things will happen to a particular person, or a catastrophic event will occur; sudden and significant decline in work performance; irresponsible, irrational, intimidating, aggressive or otherwise inappropriate behavior; reacting to questions with an antagonistic or overtly negative attitude; discussing weapons and their use, and / or brandishing weapons in the workplace; overreacting or reacting harshly to changes in Company policies and procedures; personality conflicts with co-workers; obsession or preoccupation with a co- worker or supervisor; attempts to sabotage the work or equipment of a co-worker; blaming others for mistakes and circumstances; or demonstrating a propensity to behave and react irrationally.

Prohibited Conduct

Threats, threatening language or any other acts of aggression or violence made toward or by any Company employee WILL NOT BE TOLERATED. For the 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 or destructive action undertaken for the purpose of domination or intimidation. To the extent permitted by law, employees and visitors are prohibited from carrying weapons onto Company premises.

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 the reporter feels comfortable. Reports will be maintained confidentially to the extent maintaining confidentiality does not impede the Company's ability to investigate and respond to the complaint. All reports will be promptly investigated. All employees must cooperate with all investigations. No

employee will be subjected to retaliation, intimidation or disciplinary action as a result of reporting in good faith under this policy.

If the Company determines, after an appropriate good faith investigation, that someone has violated this policy, the Company will take swift and appropriate corrective action.

If an employee is the recipient of a threat made by an outside party, that employee should follow the steps detailed in this section. It is important for the Company to be aware of any potential danger on our premises. Indeed, the Company wants to take effective measures to protect everyone from the threat of a violent act by an employee or by anyone else.

Please refer to the Workplace Violence Policy for further details.

1-7. Federal Contractors: Pay Transparency

The contractor will not discharge or in any other manner discriminate against an employee or applicant because they have inquired about, discussed or disclosed their own pay or the pay of another employee or applicant. However, an employee with 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: 1) in response to a formal complaint or charge; 2) in furtherance of an investigation, proceeding, hearing or action, including an investigation conducted by the contractor; or 3) consistent with the Company's legal duty to furnish information. 41 CFR 60-1.35(c)

SECTION 2 - OPERATIONAL POLICIES

2-1. At-Will Employment

Employment with the Company and its subsidiaries is "at-will." An employee has the right to terminate their employment with the Company at any time, with or without cause or reason. Likewise, the Company and its subsidiaries have the right to terminate the employment of any employee at any time for any reason, with or without cause or reason. Chenega makes no guarantees or promises of permanent or continued employment.

No employee or other representative of the Company and its subsidiaries can bind the Company, on an individual or collective basis, to an employment contract for specified terms, conditions, or length of time, or make any agreement contrary to this policy, without written approval from President of the Strategic Business Unit [the "Authorized Representative"]. Any such written agreement must be signed by the Authorized Representative. No statements made in pre-hire interviews or discussions, or in recruiting materials of any kind can alter the at-will nature of employment or imply that discharge will occur only for cause. Statements of specific grounds for termination set forth in this Reference Guide or in any other documents are examples only, not all-inclusive lists, and are not intended to restrict Chenega's right to terminate at-will.

Completion of an introductory period does not change an employee's status as an employee-at-will or in any way restrict Chenega's right to terminate such an employee or change the terms or conditions of employment. Likewise, the completion of the introductory period does not alter an employee's option to voluntarily terminate the employee's employment at any time, with or without cause or reason.

2-2. Employee Classifications

For purposes of this handbook, all employees fall within one of the classifications below.

- **Full-Time Employees** - Employees who regularly work at least 30 hours per week who were not hired on a short-term basis.
- **Part-Time Employees** - Employees who regularly work fewer than 30 hours per week who were not hired on a short-term basis.
- **Short-Term Employees** - Employees who were hired for a specific short-term project, or on a short-term freelance, per diem or temporary basis. Short-Term employees generally are not eligible for Company benefits but are eligible to receive statutory benefits. Short-Term employees may work a full-time or part-time schedule.
- **Non-Exempt Employee SCA**: Note that SCA employees are considered non-exempt and are eligible for overtime pay. SCA covered employees also receive wages and health & welfare fringe benefits in accordance with the provisions of the Service Contract Act. Please refer to the SCA Addendum at the end of the Employment Reference Guide.

In addition to the above classifications, employees are categorized as either "**exempt**" or "**non-exempt**" for purposes of Federal and state wage and hour laws. Employees classified as exempt do not receive overtime pay; they generally receive the same weekly salary which is intended to cover all hours worked including any hours worked in excess of 40 in a workweek or overtime as otherwise mandated by applicable state law. Such salary may be paid less frequently than weekly. The employee will be informed of these classifications upon hire and informed of any subsequent changes to the classifications.

2-3. Your Employment Records

In order to obtain their position, employees have provided personal information, such as address and telephone number. This information is contained in their personnel file. Employees will be provided with access to and copies of personnel files to the extent required and in accordance with applicable state law.

Employees should keep their personnel file up to date by informing Human Resources of any changes. Employees also should inform Human Resources of any specialized training or skills they acquire, as well as any changes to any required visas. Unreported changes of address, marital status, etc. can affect withholding tax and benefit coverage. Further, an "out of date" emergency contact or an inability to reach employees in a crisis could cause a severe health or safety risk or other significant problem.

2-4. Working Hours and Schedule

The Company's main office in Anchorage, Alaska is open for business from 8:00 am to 5:00 pm, Monday through Friday. Specific hours of work and the scheduling of any rest breaks and meal periods will be determined and managed by an employee's direct supervisor.

These specified hours, rest breaks and meal periods may vary depending on the job assignment or as determined in an applicable government contract. Should there be any questions concerning the work schedule, an employee should consult with the employee's supervisor. Employees will be assigned a work schedule and will be expected to begin and end work according to the schedule.

To accommodate the needs of the business, at some point the Company may need to change individual work schedules on either a short- term or long-term basis. Employees will be provided meal and rest periods as required by law. A supervisor will provide further details.

2-5. Timekeeping & Overtime Procedures

The Company practices "total time reporting," which means that all time worked, regardless of exempt or non-exempt status, must be reported. Company approved timesheets are required for all employees. Employees are required to record daily (but no later than 10:00 am the following workday) all hours worked fully and accurately on the time records that they submit at the conclusion of each pay period. Employees may never 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. Instructions for properly completing timesheets are issued as part of the new employee training and / or in-service training and are available from a Human Resources representative.

All timesheets are required to be reviewed for accuracy and approved by a supervisor the day following the end of the pay period. If there is a mistake on the timesheet, an employee should inform the employee's supervisor and then make the necessary corrections which, upon review, the supervisor must approve.

It is strictly forbidden to alter or tamper with another employee's timesheet. Any changes made to an employee's timesheet entries must be endorsed by the individual employee who worked the time and approved by the appropriate supervisor. If an employee alters another employee's timesheet, they will be subject to disciplinary action.

Any questions regarding proper completion of timesheets should be addressed to a supervisor or Human Resources.

Like most successful companies, The Company experiences periods of extremely high activity. During these busy periods, additional work is required from all of us. Supervisors are responsible for monitoring business activity and requesting overtime work if it is necessary. Effort will be made to provide employees with adequate advance notice in such situations.

Any non-exempt employee who works overtime will be compensated at the rate of one and one-half times (1.5) their normal hourly wage for all time worked in excess of 40 hours each week, unless otherwise required by law or collective bargaining agreement.

Employees may work overtime only with prior management authorization. Working overtime without authorization may result in disciplinary action, up to and including termination.

For purposes of calculating overtime for non-exempt employees, generally speaking, the workweek begins at 12 a.m. Sunday and ends 168 hours later at 12 a.m. on the following Sunday. Individual locations may have different workweeks. Workweek is a fixed and regularly recurring period of 168 hours for 7 consecutive 24-hour periods. HR or your supervisor will advise you of your workweek. Hours compensated that are not worked, (e.g. holidays and PTO days,) do not count as hours worked for overtime purposes.

Please refer to the Timekeeping and Overtime Policy for further details.

2-6. Travel Time for Non-Exempt Employees

Overnight, Out-of-Town Trips

Non-exempt employees will be compensated for time spent traveling (except for meal periods) during their normal working hours, on days they are scheduled to work and on unscheduled workdays (such as weekends). Non-exempt employees also will be paid for any time spent performing job duties during otherwise non-compensable travel time; however, such work should be limited absent advance management authorization.

Out-of-Town Trips for One Day

Non-exempt employees who travel out of town for a one-day assignment will be paid for all travel time, except for, among other things: time spent traveling between the employee's home and the local railroad, bus or plane terminal; and meal periods.

Local Travel

Non-exempt employees will be compensated for time spent traveling from one job site to another job site during a workday. The trip home, however, is non-compensable when the employee goes directly home from the final job site, unless it is much longer than the regular commute home from the regular worksite. In such case, the portion of the trip home in excess of the regular commute is compensable.

Commuting Time

Under the Portal to Portal Act, travel from home to work and from work to home is generally non-compensable. However, if a non-exempt employee regularly reports to a worksite near their home but is required to report to a worksite farther away than the regular worksite, the additional time spent traveling is compensable.
If compensable travel time results in more than 40 hours worked by a non-exempt employee, the employee will be compensated at an overtime rate of one and one-half (1-1/2) times the regular rate.
To the extent that applicable state law provides greater benefits, state law applies.

2-7. Safe Harbor Policy for Exempt Employees

It is the Company policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure proper payment and that no improper deductions are made, employees must review pay stubs promptly to identify and report all errors.

Those classified as exempt salaried employees will receive a salary which is intended to compensate them for all hours they may work for the Company. This salary will be established at the time of hire or classification as an exempt employee. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work performed.

Under federal and state law, salary is subject to certain deductions. For example, unless state law requires otherwise, salary can be reduced for the following reasons:

- full-day absences for personal reasons;
- full-day absences for sickness or disability;
- full-day disciplinary suspensions for infractions of our written policies and procedures; Family and

Medical Leave Act absences (either full- or partial-day absences);
- to offset amounts received as payment from the court for jury and witness fees or from the military as military pay;
- the first or last week of employment in the event the employee works less than a full week; and
- any full work week in which the employee does not perform any work.

Salary may also be reduced for certain types of deductions such as a portion of health, dental or life insurance premiums; state, federal or local taxes; social security; or voluntary contributions to a 401(k) or pension plan. In any work week in which the employee performed any work, salary will not be reduced for any of the following reasons:

- partial day absences for personal reasons, sickness or disability;
- an absence because the Company has decided to close a facility on a scheduled workday;
- absences for jury duty, attendance as a witness, or military leave in any week in which the employee performed any work (subject to any offsets as set forth above); and
- any other deductions prohibited by state or federal law.

However, unless state law provides otherwise, deductions may be made to accrued leave for full- or partial-day absences not what we do for personal reasons, sickness or disability.

If employees believe they have been subject to any improper deductions, they should immediately report the matter to a supervisor. If the supervisor is unavailable or if the employee believes it would be inappropriate to contact that person (or if the employee has not received a prompt and fully acceptable reply), they should immediately contact Payroll or any other supervisor in the Company with whom the employee feels comfortable.

Every report of improper deductions will be fully investigated and corrective action, up to and including discharge, will be taken, as appropriate, for any employee(s) who violates this policy. In addition, the Company will not allow any form of retaliation against individuals who report alleged violations of this policy or who cooperate in the Company's investigation of such reports. Retaliation is unacceptable, and any form of retaliation in violation of this policy may result in disciplinary action, up to and including discharge.

2-8. Your Paycheck

Employees will be paid semi-monthly, biweekly or weekly for all the time worked during the past pay period based on a payroll cycle assigned at hire.

Payroll stubs itemize deductions made from gross earnings. By law, the Company is required to make deductions for Social Security, federal income tax and any other appropriate taxes. These required deductions also may include any court-ordered garnishments. Payroll stubs also will differentiate between regular pay received and overtime pay received.

If there is an error in any employee's pay, the employee should bring the matter to the attention of your Supervisor, Payroll or HR immediately so the Company can resolve the matter quickly and amicably. Paychecks will be given only to the employee, unless the employee requests that they be mailed or authorizes in writing that another person may accept the check.

2-9. Direct Deposit

The Company strongly encourages employees to use direct deposit. Authorization forms are available from Human Resources.

2-10. Salary Advances

The Company does not permit advances on paychecks or against accrued paid time off.

2-11. Job Postings

The Company is dedicated to assisting employees in managing their careers and reaching their professional goals through promotion and transfer opportunities. This policy outlines the on-line job posting program which is in place for all employees. To be eligible to apply for an open position, employees must meet the following requirements:

- be a current, regular, full-time or part-time employee;
- have been in current position for at least six (6) months;
- maintain a performance rating of satisfactory or above;
- not be on conduct/performance-related probation or warning;
- meet the job qualifications listed on the job posting; and
- provide their current manager with notice prior to applying for the position.

If employees find a position of interest on the job posting website and they meet the eligibility requirements, an on-line job posting application must be completed in order to be considered for the position. Not all positions are guaranteed to be posted. The Company reserves the right to seek applicants solely from outside sources or to post positions internally and externally simultaneously.

For more specific information about the program, please contact the Human Resources Department.

SECTION 3 - BENEFITS

3-1. Benefits Overview

In addition to good working conditions and competitive pay, it is the Company's policy to provide a combination of supplemental benefits to all eligible employees. In keeping with this goal, each benefit program has been carefully devised. These benefits include time-off benefits, such as vacations and holidays, and insurance and other plan benefits. We are constantly studying and evaluating our benefits programs and policies to better meet present and future requirements. These policies have been developed over the years and continue to be refined to keep up with changing times and needs.

The next few pages contain a brief outline of the benefits programs the Company provides employees and their families. Of course, the information presented here is intended to serve only as guidelines.

The descriptions of the insurance and other plan benefits merely highlight certain aspects of the applicable plans for general information only. The details of those plans are spelled out in the official plan documents, which are available for review upon request from Human Resources. Additionally, the provisions of the plans,

including eligibility and benefits provisions, are summarized in the summary plan descriptions ("SPDs") for the plans (which may be revised from time to time). In the determination of benefits and all other matters under each plan, the terms of the official plan documents shall govern over the language of any descriptions of the plans, including the SPDs and this handbook.

Further, the Company (including the officers and administrators who are responsible for administering the plans) retains full discretionary authority to interpret the terms of the plans, as well as full discretionary authority with regard to administrative matters arising in connection with the plans and all issues concerning benefit terms, eligibility and entitlement.

While the Company intends to maintain these employee benefits, it reserves the absolute right to modify, amend or terminate these benefits at any time and for any reason.

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

3-2. Paid Time Off

The Company requires that an employee requests all PTO in advance through the employee's immediate supervisor. When employees know in advance that they will need to take time off, they should request this time off directly from their supervisor. To the maximum extent permitted by applicable law, PTO for exempt employees will only be approved in eight (8) hour increments, or if working an alternative work schedule, the equivalent hours of their regular workday. PTO in less than eight (8) hour increments may be approved in certain circumstances for employees working partial days under intermittent Family and Medical Leave Act ("FMLA") or state equivalent leaves or otherwise required by applicable law. Non-exempt employees will have PTO approved in hourly increments.

If an employee is unexpectedly unable to report to work because of illness or other unforeseen circumstances, the employee must advise their immediate supervisor in accordance with established site-specific guidelines or as soon as feasible on the day of the absence. Please refer to the Absences and Tardiness section of this Reference Guide for further details regarding unplanned absences.

PTO is accrued by pay period (rather than as an annual lump sum). SCA employees refer to the SCA Employee Addendum. All other employees should refer to their Company Addendum for maximum accrual limits. An employee accrues PTO from their hire date. An employee on unpaid leave more than thirty (30) consecutive calendar days will not accrue PTO until they return to work. If an employee's accrued but unused PTO reaches the maximum, the employee will not accrue any additional PTO.

Part-time employees accrue PTO on a pro-rated basis. Temporary employees are not eligible for PTO.
PTO is paid at the employee's base rate of pay at the time of absence. PTO is not counted as hours worked for purposes of calculating overtime unless otherwise required by law.

An employee may carry over up to maximum accrual limits hours of accrued, unused PTO to the following year, unless otherwise required by applicable law.

PTO is only available during the term of employment and is not cashable upon separation, unless otherwise required by applicable law or if an employee working on a direct contract has a cashable leave bank that is expressly defined in writing. PTO is intended to be used while actively employed. Should an employee provide

notice of separation or a resignation, PTO requests will not be granted, and previously approved PTO may be rescinded to allow the corporation time to plan a work transition. An employee should contact their Human Resources representative for specific information.

Certain jurisdictions may require additional paid leave for particular reasons. Where allowed, other types of leave may be used to offset mandatory paid sick leave. Please refer to postings and / or contact a Human Resources representative on laws that may affect this policy.

Also, please refer to the Company Addendum for any Company specific PTO provisions.

3-3. Paid Sick Leave for Covered Federal Contractors and Subcontractors

Eligibility

The Company provides paid sick leave to eligible employees engaged in performing work on or in connection with a contract covered by Executive Order (EO) 13706. For employees covered under this policy who are also eligible for sick time under the general sick days/paid sick time policy, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general sick days/paid sick time policy.

Accrual

Eligible employees begin to accrue paid sick leave pursuant to this policy at the start of employment or upon commencement of work on or in connection with a covered contract. Employees accrue paid sick leave at a rate of one (1) hour for every 30 hours worked on or in connection with a covered contract. Exempt employees do not accrue paid sick leave for hours worked on or in connection with a covered contract beyond a 40- hour workweek, but if the employee regularly works fewer than 40 hours per workweek on or in connection with a covered contract, accrual is based on the employee's typical number of hours worked on or in connection with covered contracts per workweek.

Employees may accrue up to a maximum of 56 hours per year (maximum annual accrual) but may not have more than 56 hours of paid sick leave accrued at any point (overall accrual cap). If the employee reaches the overall accrual cap each year before reaching the maximum annual accrual, accrual will stop until some paid sick leave is used, and then resume (up to the maximum annual accrual). For purposes of this policy, the year is the 12- month period based on employee anniversary date.

Usage

Employees may use paid sick leave for absences from work during the time they would have been performing work on or in connection with a covered contract for the following covered reasons:

1. a physical or mental illness, injury or medical condition affecting the employee or the employee's child, parent, spouse, domestic partner or any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship ("family member");
2. obtaining diagnosis, care or preventive care from a health care provider by the employee or for the employee's family member; or
3. domestic violence, sexual assault or stalking affecting the employee or the employee's family member, if the time absent from work relates to #1 or #2 above or is to obtain additional counseling, seek

relocation, seek assistance from a victim services organization or take related legal action, including preparation for or participation in any related civil or criminal legal proceeding.

Paid sick leave must be used in one (1) hour increments.

Notice and Documentation

Employees are encouraged to make a reasonable effort to schedule preventive care or other foreseeable needs to use paid sick leave to not disrupt unduly the Company's operations. However, use of paid sick leave is not contingent on the employee finding a replacement worker to cover any work time to be missed.

Employees who need to use paid sick leave must request time off by notifying the Employee's Supervisor orally or in writing (including electronically), providing enough information to inform the Company that they will need to be absent for a covered reason. If possible, employees must indicate the anticipated duration of the absence when providing notice. If the need is foreseeable, employees must make their request for time off at least seven (7) calendar days in advance. Employees who either are unable to make the request at least seven (7) calendar days in advance or who become aware of the need to use paid sick leave less than seven (7) calendar days in advance must request time off as soon as practicable, which is typically, either the day the employee becomes aware of the need to use paid sick leave or the following business day.
The Company will respond to requests as soon as is practicable. If the employee's request to take paid sick leave is denied, the Company will communicate an explanation for the denial in writing. Requests for paid sick leave may be denied if, for example:

- the employee does not provide enough information about the need for paid sick leave;
- the employee's reason for needing to take paid sick leave is not a covered reason;
- the employee fails to notify the Company of when the need for time off will arise;
- the employee has not accrued (and will not have accrued, by the start date of the time off requested) enough paid sick leave to cover the amount of paid sick leave requested; or
- the request to use paid sick leave is during a time when the employee is scheduled to perform non-covered work.

The Company requires certification by a health care provider (for reasons #1 and #2 above) or an appropriate individual or organization (for reason #3 above) verifying the need for paid sick leave for absences of three (3) or more consecutive full workdays.

Additionally, if paid sick leave is used to care for a family member, the Company may require the employee to provide reasonable documentation or a statement of the family or family-like relationship. This certification/documentation must be provided within 30 days of the first day of the employee's absence.

Notice of Accrued and Available Time

Employees will be notified of the amount of accrued, unused paid sick leave each pay period, upon a separation from employment, and upon reinstatement of paid sick leave (if applicable).

Payment

Employees using paid sick leave are provided the same regular pay and benefits that they would have

otherwise received if they had not been absent from work. Use of paid sick leave is not considered hours worked for purposes of calculating overtime.

Carryover and Payout

Up to 56 hours of accrued, unused paid sick leave carries over from year to year but is subject to the overall accrual cap of 56 hours. Accrued but unused paid sick leave is not paid out upon separation of employment. Employees with questions regarding this policy can contact Human Resources.

3-4. Lactation Breaks

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

The Company will make reasonable efforts to provide employees with the use of a room or location near 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. The Company may not be able to provide additional break time if doing so would seriously disrupt the Company's operations, subject to applicable law. Please consult Human Resources with questions regarding this policy.

Employees should advise management if they need break time and an area for this purpose. Employees will not be discriminated against or retaliated against for exercising their rights under this policy.

3-5. Workers' Compensation

On-the-job injuries are covered by the Company's Workers' Compensation Insurance Policy. If employees are injured on the job, no matter how slightly, they should report the incident immediately to their supervisor. Failure to follow Company procedures may affect the ability of employees to receive Workers Compensation benefits.

All employees also may be entitled to receive statutory short-term disability payments for non-occupational injuries or illnesses depending on their employee classification.

This is solely a monetary benefit and not a leave of absence entitlement. Employees who need to miss work due to a workplace injury must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

3-6. Jury Duty

The Company realizes that it is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All employees will be allowed time off to perform such civic service as required by law. Employees are expected, however, to provide proper notice of a request to perform jury duty and verification of their service. Employees also are expected to keep management informed of the expected length of jury duty service, and to report to work for the major portion of the day if excused by the court unless such a requirement is restricted by applicable law. If the required absence presents a serious conflict for management, employees may be asked to

try to postpone jury duty.

Paid jury duty shall not exceed ten (10) paid working days (80 hours) each calendar year, unless otherwise required by applicable law. The employee must use accrued PTO or time off without pay for any time required beyond the eighty (80) hours, except where prohibited by law. Any additional necessary unpaid time off will be granted at the discretion of the Company. Hours paid for jury duty will be counted as hours worked for the purpose of computing PTO and holiday pay. Leave while on jury duty will not be counted as hours worked for the purpose of computing overtime. Jury duty leave may vary among locations and offices, for more information please contact Human Resources.

Non-exempt employees who are on telephone "call-in and release" status will only be paid for the time spent at the courthouse. The salary of an exempt employee will not be reduced for any week in which the employee performs authorized work for the Company.

3-7. Bereavement Leave

The death of a family member is a time when employees wish to be with their families. Please refer the Company-specific addendum for specific details.

Eligible employees who lose a close relative may take paid bereavement leave to attend to necessary obligations and commitments. For the purposes of this policy, a close relative includes a spouse, domestic partner, child, parent, sibling, grandparent, grandchild or any other relation required by applicable law. Paid leave days only may be taken on regularly scheduled, consecutive workdays following the day of death. Employees must inform their supervisor prior to commencing bereavement leave. In administering this policy, the Company may require verification of death.

Bereavement leave is paid at the employee's base rate of pay at the time of absence for the number of hours the employee otherwise would have worked that day. Bereavement leave is not counted as hours worked for purposes of calculating overtime.

3-8. Voting Leave

In the event employees do not have enough time outside of working hours to vote in an election, if required by state law, the employee may take off enough working time to vote. Such time will be paid if required by state law. This time should be taken at the beginning or end of the regular work schedule. Where possible and to the extent permitted by applicable law, supervisors should be notified at least two (2) days prior to the voting day.

3-9. Insurance Programs

Full-time employees may participate in the Company's medical, dental and vision insurance programs. Under these plans, eligible employees will receive comprehensive health and other insurance coverage for themselves and their families, as well as other benefits.

Upon becoming eligible to participate in these plans, employees can request summary plan descriptions (SPDs) describing the benefits in greater detail. Please refer to the SPDs for detailed plan information. Of course, feel free to contact Human Resources with any further questions.

3-10. Long-Term Disability Benefits

Full-time employees are eligible to participate in the Long-Term Disability plan, subject to all terms and conditions of the agreement between the Company and the insurance carrier.

This is solely a monetary benefit and not a leave of absence. Employees who will be out of work must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

3-11. Short-Term Disability Benefits

The Company provides enhanced monetary short-term disability benefits to full-time employees. These enhanced monetary benefits are inclusive of any monetary workers' compensation or statutory short-term disability benefits.

This is not a leave of absence provision. Employees who will be out of work must request a leave of absence. See the Leave of Absence sections of this handbook for more information. Employees will be required to submit medical certification as requested by the Company or its disability benefits vendor. Required medical certification under this policy may differ from the medical certification required for any leave of absence requested.

3-12. Employee Assistance Program

The Company provides the Employee Assistance Program, which offers qualified counselors to help employees cope with personal problems they may be facing. Further details can be obtained through Human Resources.

3-13. Transportation Reimbursement Program

The Company provides a Transportation Reimbursement Program which allows all employees to pay for eligible transportation expenses with pre-tax income. Employees may participate on the first of the month after one (1) month of employment. The program works similarly to a Flexible Benefits Program, in which employees elect to have a portion of pre-tax income transferred to an account for future reimbursement for transportation expenses. The amount of contributions is subject to IRS limits which generally change every year. Upon becoming eligible to participate in this plan, employees can request a Summary Plan Document (SPD) describing the benefit in greater detail. Employees should refer to the SPD for detailed plan information. Of course, employees also should feel free to speak to Human Resources if they have any further questions.

3-14. Retirement Plan

Eligible employees can participate in Chenega Corporation 401(k) Profit Sharing Plan &Trust. Plan participants are eligible to make pre-tax and/or Roth contributions to Plan.

Upon becoming eligible to participate in this Plan, employees will receive a Summary Plan Description (SPD). The SPD describes the Plan in greater detail. Please refer to the SPD for additional Plan information. Of course, feel free to speak to Human Resources if there are any further questions.

SECTION 4 - LEAVES OF ABSENCE

4-1. Personal Leave

If employees are ineligible for any other Company leave of absence, the Company, under certain circumstances, may grant a personal leave of absence without pay. A written request for a personal leave should be presented to management at least two (2) weeks before the expected leave starts. Where the need is not expected, employees should provide notice as early as practicable. The request will be considered non-discriminatory factors including, but not limited to, based on staffing requirements and the reasons for the requested leave, as well as performance and attendance records. Normally, a leave of absence will be granted for a period of up to eight (8) weeks. However, a personal leave may be extended if, prior to the end of leave, employees submit a written request for an extension to management and the request is granted. During the leave, employees will not earn PTO, vacation, personal days or sick days. The Company will continue health insurance coverage during a personal leave if, to the extent paid time off is not substituted for unpaid leave, employees submit their share of the monthly premium payments to the Company in a timely manner, to the extent permitted and in accordance with the applicable plans.

When the employees anticipate returning to work, they should notify management of the expected return date. This notification should be made at least one (1) week before the end of the leave.
Upon completion of the personal leave of absence, the Company will attempt to return employees to their original job or a similar position, subject to prevailing business considerations. Reinstatement, however, is not guaranteed.

Failure to advise management of availability to return to work, failure to return to work when notified or a continued absence from work beyond the time approved by the Company will be considered a voluntary resignation of employment.

Personal leave runs concurrently with any Company-provided Short-Term Disability Leave of Absence.

4-2. Military Leave

If employees are called into active military service or enlist in the uniformed services, they will be eligible to receive an unpaid military leave of absence. To be eligible for military leave, employees must provide management with advance notice of service obligations unless they are prevented from providing such notice by military necessity or it is otherwise impossible or unreasonable to provide such notice. Provided the absence does not exceed applicable statutory limitations, employees will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws. Employees should ask management for further information about eligibility for Military Leave.

If employees are required to attend yearly Reserves or National Guard duty, they can apply for an unpaid temporary military leave of absence not to exceed the number of days allowed by law (including travel). They should give management as much advance notice of their need for military leave as possible so the Company can provide information regarding benefit continuation (COBRA) while employees are away.

Additional military leave entitlements may be available under applicable state law. Please refer to the Company-specific addendum for additional details.

4-3. Family and Medical Leave

The Family and Medical Leave Policy

Employees may be entitled to a leave of absence under the Family and Medical Leave Act ("FMLA"). This policy provides employees information concerning FMLA entitlements and obligations employees may have during such leaves. If employees have any questions concerning FMLA leave, they should contact Human Resources.

I. Eligibility

FMLA leave is available to "eligible employees." To be an "eligible employee," the employee must: 1) have been employed by the Company for at least 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 50 or more employees are located within 75 miles of the worksite.

* *Special hours of service requirements apply to airline flight crew employees.*

II. Entitlements

As described below, the FMLA provides eligible employees with a right to leave, health insurance benefits and, with some limited exceptions, job restoration.

A. Basic FMLA Leave Entitlement

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The 12-month period is determined based on a rolling 12-month period measured backward from the date an employee uses his/her FMLA leave. Leave may be taken for any single, or for a combination, of the following reasons:

- To care for the employee's child after birth or placement for adoption or foster care;
- To care for the employee's spouse, son, daughter or parent (but not in-law) who has a **serious health condition**;
- 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; and/or
- Because of any **qualifying exigency** arising out of the fact that the employee's spouse, son, daughter or parent (but not in-law) is a military member on a 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 contingency operation or Regular Armed Forces for deployment to a foreign country.

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 employees from performing the functions of their job, or prevents 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 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.

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.

B. **Additional Military Family Leave Entitlement (Injured Servicemember Leave)**

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent (but not in-law) or next of kin of a **covered servicemember** is entitled to take up to 26 weeks of leave during a single 12-month period (one time basis only) to care for the servicemember with a serious injury or illness. Leave to care for a servicemember shall only be available during a single 12-month period and, when combined with other FMLA-qualifying leave, may not exceed 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.

A "**covered servicemember**" 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, is otherwise in outpatient status or is on the temporary retired list, for a serious injury or illness. These individuals are referred to in this policy as "current members of the Armed Forces."

Covered servicemembers also include a veteran who is discharged or released from military services under condition other than dishonorable at any time during the five year periods 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.

C. **Intermittent Leave and Reduced Leave Schedules**

FMLA leave usually will be taken for a period of consecutive days, weeks or months. However, employees also are entitled to take FMLA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member or the serious injury or illness of a covered servicemember. Qualifying exigency leave also may be taken on an intermittent basis.

D. **No Work While on Leave**

The taking of another job while on family/medical leave or any other authorized leave of absence is grounds for immediate discharge, to the extent permitted by law.

E. **Protection of Group Health Insurance Benefits**

During FMLA leave, eligible employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work. The contributions will either be deducted from pay or will be paid through direct bill to the disability benefits vendor.

F. Restoration of Employment and Benefits

At the end of FMLA leave, subject to some exceptions including situations where job restoration of "key employees" will cause the Company substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. The Company will notify employees if they qualify as "key employees," if it intends to deny reinstatement, and of their rights in such instances. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA leave.

G. Notice of Eligibility for, and Designation of, FMLA Leave

Employees requesting FMLA leave are entitled to receive written notice from the Company telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of: 1) their rights and responsibilities in connection with such leave; 2) Company's designation of leave as FMLA-qualifying or non-qualifying, and if not FMLA- qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the employee's leave entitlement.

The Company may retroactively designate leave as FMLA leave with appropriate written notice to employees provided the Company's failure to designate leave as FMLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA protection, the Company and employee can mutually agree that leave be retroactively designated as FMLA leave.

III. Employee FMLA Leave Obligations

A. Provide Notice of the Need for Leave

Employees who take FMLA leave must timely notify the Company of their need for FMLA leave. The following describes the content and timing of such employee notices.

1. Content of Employee Notice

To trigger FMLA leave protections, employees must inform their Supervisor of the need for FMLA-qualifying leave and the anticipated timing and duration of the leave, if known.
Employees may do this by either requesting FMLA leave specifically or explaining the reasons for leave to allow the Company to determine that the leave is FMLA- qualifying. For example, employees might explain that:

- a medical condition renders them unable to perform the functions of their job;
- they are pregnant or have been hospitalized overnight;
- they or a covered family member are under the continuing care of a health care provider;
- the leave is due to a qualifying exigency caused by a military member being on covered active duty or called to covered active duty status to a foreign country;
- or if the leave is for a family member, that the condition renders the family member unable to perform

daily activities or that the family member is a covered servicemember with a serious injury or illness.

Calling in "sick," without providing the reasons for the needed leave, will not be considered enough notice for FMLA leave under this policy. Employees must respond to the Company's questions to determine if absences are potentially FMLA-qualifying.

If employees fail to explain the reasons for FMLA leave, the leave may be denied. When employees seek leave due to FMLA-qualifying reasons for which the Company has previously provided FMLA-protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA leave.

2. **Timing of Employee Notice**

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, or the approximate timing of the need for leave is not foreseeable, employees must provide the Company notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees who fail to give 30 days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA notice obligations, may have FMLA leave delayed or denied.

B. **Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules**

When planning medical treatment, employees must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt the Company's operations, subject to the approval of the employee's health care provider. Employees must consult with the Company prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the Company and the employees, subject to the approval of the employee's health care provider. If employees providing notice of the need to take FMLA leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, the Company may require employees to attempt to make such arrangements, subject to the approval of the employee's health care provider.

When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered servicemember, the Company may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.
When employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, employees must advise the Company of the reason why such leave is medically necessary. In such instances, the Company and employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting the Company's operations, subject to the approval of the employee's health care provider.

C. **Submit Medical Certifications Supporting Need for FMLA Leave (Unrelated to Requests for Military Family Leave)**

Depending on the nature of FMLA leave sought, employees may be required to submit medical certifications supporting their need for FMLA-qualifying leave. As described below, there generally are three types of FMLA

medical certifications: an **initial certification**, a **recertification** and a **return to work/fitness for duty certification**.

It is the employee's responsibility to provide the Company with timely, complete medical certifications. Whenever the Company requests employees to provide FMLA medical certifications, employees must provide the requested certifications within 15 calendar days after the Company's request, unless it is not practicable to do so despite the employee's diligent, good faith efforts. The Company will inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven calendar days to cure deficiencies. The Company will deny FMLA leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the employee's permission, the Company (through individuals other than the employee's direct supervisor) may contact the employee's health care provider to authenticate or clarify completed and enough medical certifications. If employees choose not to provide the Company with authorization allowing it to clarify or authenticate certifications with health care providers, the Company may deny FMLA leave if certifications are unclear.
Whenever the Company deems it appropriate to do so, it may waive its right to receive timely, complete and/or enough FMLA medical certifications.

1. **Initial Medical Certifications**

Employees requesting leave because of their own, or a covered relation's, serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If the Company has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at the Company's expense. If the opinions of the initial and second health care providers differ, the Company may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Company and the employee.

2. **Medical Recertifications**

Depending on the circumstances and duration of FMLA leave, the Company may require employees to provide recertification of medical conditions giving rise to the need for leave. The Company will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification.

3. **Return to Work/Fitness for Duty Medical Certifications**

Unless notified that providing such certifications is not necessary, employees returning to work from FMLA 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 the employees' ability to perform the essential functions of the employees' position, with or without reasonable accommodation. The Company may delay and/or deny job restoration until employees provide return to work/fitness for duty certifications.

D. Submit Certifications Supporting Need for Military Family Leave

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the covered active duty or call to covered active duty status of a military member, the Company may require employees to provide: 1) a copy of the military member's active duty orders or other documentation issued by the military indicating the military member is on covered active duty or call to covered active duty status and the dates of the military member's covered active duty service; and 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different covered active duty or call to covered active duty status of the same or a different military member.

When leave is taken to care for a covered servicemember with a serious injury or illness, the Company may require employees to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, and in accordance with the FMLA regulations, the Company may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered servicemember confirming entitlement to such leave.

E. Substitute Paid Leave for Unpaid FMLA Leave

Employees may use any accrued paid time while taking 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 the employee's FMLA entitlement.
Leaves of absence taken in connection with a disability leave plan or workers' compensation injury/illness shall run concurrently with any FMLA leave entitlement. Upon written request, the Company will allow employees to use accrued paid time to supplement any paid disability benefits.

F. Pay Employee's Share of Health Insurance Premiums

During FMLA leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. Unless the Company notifies employees of other arrangements, whenever employees are receiving pay from the Company during FMLA leave, the Company will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working.

If FMLA leave is unpaid, employees must pay their portion of the group health premium through a method determined by the Company upon leave.

The Company's obligation to maintain health care coverage ceases if the employee's premium payment is more than 30 days late. If the 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 within 30 calendar days 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), they will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid FMLA leave.

IV. Questions and/or Complaints about FMLA Leave

If you have questions regarding this FMLA policy, please contact Human Resources. The Company is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If employees believe their FMLA rights have been violated, they should contact Human Resources immediately. The Company will investigate any FMLA complaints and take prompt and appropriate remedial action to address and/or remedy any FMLA violation. Employees also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

V. Coordination of FMLA Leave with Other Leave Policies

The FMLA does not affect any federal, state or local law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement that provides greater family or medical leave rights. For additional information concerning leave entitlements and obligations that might arise when FMLA leave is either not available or exhausted, please consult the Company's other leave policies in this handbook or contact Human Resources.

SECTION 5 - GENERAL STANDARDS OF CONDUCT

5-1. Workplace Conduct

The Company endeavors to maintain a positive work environment. Each employee plays a role in fostering this environment. Accordingly, we all must abide by certain rules of conduct, based on honesty, common sense and fair play.

Because everyone may not have the same idea about proper workplace conduct, it is helpful to adopt and enforce rules all can follow. Unacceptable conduct may subject the offender to disciplinary action, up to and including discharge, at the Company's sole discretion. The following are examples of some, but not all, conduct which can be considered unacceptable:

1. Obtaining employment based on false or misleading information.
2. Stealing, removing or defacing Company property or a co-worker's property, and / or disclosure of confidential information.
3. Completing another employee's time records.
4. Violation of safety rules and policies.
5. Violation of the Company's Substance Abuse Policy.
6. Violations of the Company's Workplace Violence Policy.
7. Failure to follow lawful instructions of a supervisor.
8. Failure to perform assigned job duties.
9. Violation of the Attendance and Tardiness Policy, including but not limited to irregular attendance, habitual lateness or unexcused absences not otherwise protected by applicable federal, state, or local law.

10. Gambling on Company property.
11. Willful or careless destruction or damage to Company assets or to the equipment or possessions of another employee.
12. Wasting work materials.
13. Violation of the Solicitation and Distribution Policy.
14. Violation of the Company's Harassment or Equal Employment Opportunity Policies.
15. Violation of the Information Technology & Information Services Acceptable Use Policy.
16. Unsatisfactory job performance.
17. Loitering or loafing during work time or leaving a work area without the permission of management.
18. Any other violation of Company policy.

Obviously, not every type of misconduct can be listed. Note that all employees are employed at-will, and the Company reserves the right to impose whatever discipline it chooses, or none, in a particular instance. The Company will deal with each situation individually and nothing in this handbook should be construed as a promise of specific treatment in each situation.

The observance of these rules will help to ensure that our workplace remains a safe and desirable place to work.

5-2. Punctuality and Attendance

Employees are hired to perform important functions at the Company. As with any group effort, operating effectively takes cooperation and commitment from everyone. Therefore, attendance and punctuality are very important. Unnecessary absences, lateness and/or early departures are expensive, disruptive and place an unfair burden on fellow employees and Supervisors. We expect excellent attendance from all employees. Excessive absenteeism, tardiness and/or early departures may result in disciplinary action up to and including discharge.

We do recognize, however, there are times when absences, tardiness and/or early departures cannot be avoided. In such cases, employees are expected to notify Supervisors as early as possible, but no later than the start of the workday, except in cases of extreme emergency. Asking another employee, friend or relative to give this notice is improper and constitutes grounds for disciplinary action. Employees should call, stating the nature and its expected duration, for every day of absenteeism.

Unreported absences of three (3) consecutive workdays generally will be considered a voluntary resignation of employment with the Company.

In evaluating employee attendance and otherwise administering this policy, the Company does not consider absences/tardiness/early departures protected by applicable federal, state, or local law.
Please refer to the Attendance and Tardiness Policy for further details

5-3. Information Technology & Information Services

All Company employees are required to abide by an Acceptable Use Policy outlining the corporate responsibility the Company shall enforce with respect to all employees, sub-contractors, and other authorized individuals while using

Company information technology and / or information services resources (ITISR). Company employees who use client or customer owned ITISR, are also responsible for adhering to both the Company's Acceptable Use Policy while using the customer's equipment and must also abide by any of the customer's policies on appropriate use of ITISR.

The Company has the right to access all company-owned or provided electronic equipment. Therefore, employees have no expectation of privacy regarding electronic equipment owned or provided by the Company or Customer. However, unless authorized, access to another employee's electronic equipment is strictly prohibited and any such unauthorized access will result in disciplinary action.

Please refer to the Information Technology & Information Services Acceptable Use Policy for additional details.

5-4. Use of Social Media

We, as a company, use our social media pages to stay connected in the industry with business partners, organizations, current, prospective & former employees, etc. We want you to be a part of that community – if inclined, please support (like/follow and share content when appropriate) the company social media pages. All social media activity needs to be in accordance to the guidance below.

The Company respects the right of any employee to maintain a blog or web page or to participate in social networking, including but not limited to Twitter or similar site, Facebook, YouTube, Instagram, SnapChat and LinkedIn (collectively "social media"). However, to protect Company interests and ensure employees focus on their job duties, employees must adhere to the following rules:

- Employees may not use social media during work time or at any time with Company equipment or property.
- All rules regarding confidential and proprietary business information apply in full to social media. Any information that cannot be disclosed through a conversation, a note or an e-mail also cannot be disclosed through social media.
- When using social media, if the employee expresses either a political opinion or an opinion regarding the Company's actions and also identifies oneself as an employee of the Company (or if it can be inferred that the employee is an employee of the Company), the poster must specifically state that the opinion expressed is their opinion and not the Company's position. This is necessary to preserve the Company's goodwill in the marketplace.
- Be respectful of potential readers and colleagues. Do not use discriminatory comments or make maliciously false statements engage in libel or slander when commenting about the Company, superiors, co-workers, or our competitors.
- Employees may not use the Company's logos or trademarks for uses other than those required by their job duties.
- Employees may not make any statement or post any comment or other material endorsing, recommending, or promoting any of the Company's (or any affiliated company's) products or services without disclosing the nature of the employee's relationship with the Company
- Any conduct that is impermissible under the law if expressed in any other form or forum is impermissible if expressed through social media. For example, posted material that is discriminatory, obscene, defamatory, libelous or violent is forbidden. Company policies apply equally to employee social media usage.
- Chenega Corporation encourages all employees to keep in mind the speed and way information posted

on social media is received and often misunderstood by readers. Employees must use their best judgment.

- Employees with any questions should review the guidelines above and/or consult with their manager. Failure to follow these guidelines may result in discipline, up to and including discharge. In enforcing this policy, the Company reserves the right to monitor social media activities of employees, whether such activities are conducted with Company resources, to the extent permitted by and in accordance with applicable law.
- Nothing in this policy is designed to interfere with, restrain, or prevent employee communications regarding wages, hours, or other terms and conditions of employment.

For additional information please refer to the Employee Social Media Policy.

5-5. Smoking

Smoking, including the use of e-cigarettes, vaping devices and similar electronic devices, is prohibited on Company premises and in all Company vehicles. Employees on customer sites are required to abide by the rules of that establishment. Compliance with this policy is mandatory for all employees and persons visiting the Company, with no exceptions. Employees who violate this policy may be subject to disciplinary action. Any disputes involving smoking and any employees with questions should discuss their issues/concerns with Human Resources. Employees will not be subject to retaliation for reporting violations of this policy in good faith.

5-6. Solicitation and Distribution

To avoid distractions, solicitation by the employee of another employee is prohibited while either employee is on work time. "Work time" is defined as the time the employee is engaged, or should be engaged, in performing the employee's work tasks for Chenega Corporation. Solicitation of any kind by non-employees on Company premises is always prohibited.

Distribution of advertising material, handbills, printed or written literature of any kind during working time or in working areas of the Company is prohibited. Distribution of literature by non- employees on Company premises is always prohibited.

Please refer to the Solicitation and Distribution Policy for additional details.

5-7. Bulletin Boards

Important notices and items of general interest are continually posted on Chenega Corporation bulletin boards. Employees should make it a practice to review bulletin boards frequently. This will assist employees in keeping up with what is current at The Chenega Corporation. To avoid confusion, employees should not post or remove any material from the bulletin board.

5-8. Confidential Company Information

Employees may become aware of confidential information about Chenega Corporation's business, including but not limited to information regarding Company finances, pricing, products and new product development, software and computer programs, marketing strategies, suppliers and customers and potential customers.

Employees also may become aware of similar confidential information belonging to the Company's clients. It is extremely important that all such information remain confidential, and particularly not be disclosed to The Chenega Corporation's competitors. Any employee who improperly copies, removes (whether physically or electronically), uses or discloses confidential information to anyone outside of the Company may be subject to disciplinary action up to and including termination. Employees may be required to sign an agreement reiterating these obligations.

5-9. Conflict of Interest and Business Ethics

All employees must avoid any conflict between their personal interests and those of the Company. The purpose of this policy is to ensure that the Company's honesty and integrity, and therefore its reputation, are not compromised. The fundamental principle guiding this policy is that no employee should have, or appear to have, personal interests or relationships that actually or potentially conflict with the best interests of the Company. It is not possible to give an exhaustive list of situations that might involve violations of this policy. However, the situations that would constitute a conflict in most cases include but are not limited to:

- holding an interest in or accepting free or discounted goods from any organization that does, or is seeking to do, business with the Company, by any employee who is in a position to directly or indirectly influence either the Company's decision to do business, or the terms upon which business would be done with such organization;
- holding any interest in an organization that competes with the Company;
- being employed by (including as a consultant) or serving on the board of any organization which does, or is seeking to do, business with the Company or which competes with the Company; and/or
- profiting personally, e.g., through commissions, loans, expense reimbursements or other payments, from any organization seeking to do business with the Company.

A conflict of interest would also exist when a member of the employee's immediate family is involved in situations such as those above.

This policy is not intended to prohibit the acceptance of modest courtesies, openly given and accepted as part of the usual business amenities, for example, occasional business- related meals or promotional items of nominal or minor value.

It is the employee's responsibility to report any actual or potential conflict that may exist between the employee (and the employee's immediate family) and the Company.

Please refer to the Organizational Conflict of Interest Policy and the Business Ethics and Compliance Policy for additional details.

5-10. Use of Facilities, Equipment and Property, Including Intellectual Property

Equipment essential in accomplishing job duties is often expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards and guidelines.

Employees should notify their supervisor if any equipment, machines, or tools appear to be damaged, defective or in need of repair. Prompt reporting of loss, damages, defects and the need for repairs could prevent

deterioration of equipment and possible injury to employees or others. Supervisors can answer any questions about the employees' responsibility for maintenance and care of equipment used on the job.

Employees also are prohibited from any unauthorized use of the Company's intellectual property, such as audio and video tapes, print materials and software.

Improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in discipline, up to and including discharge.

Further, the Company is not responsible for any damage to employees' personal belongings unless the employee's supervisor provided advance approval for the employee to bring the personal property to work.

5-11. Health and Safety

The health and safety of employees and others on Company property are of critical concern to the Company. The Company intends to comply with all health and safety laws applicable to our business. To this end, we must rely upon employees to ensure that work areas are kept safe and free of hazardous conditions.

Employees are required to be conscientious about workplace safety, including proper operating methods, and recognize dangerous conditions or hazards. Any unsafe conditions or potential hazards should be reported to management immediately, even if the problem appears to be corrected. Any suspicion of a concealed danger present on the Company's premises, or in a product, facility, piece of equipment, process or business practice for which the Company is responsible should be brought to the attention of management immediately. Periodically, the Company may issue rules and guidelines governing workplace safety and health. The Company may also issue rules and guidelines regarding the handling and disposal of hazardous substances and waste. All employees should familiarize themselves with these rules and guidelines, as strict compliance will be expected.

Employees are also expected to assist the Company in preventing the spread of illness or disease in the workplace and to other employees. Employees should observe good hygiene practices, such a washing hands for at least twenty seconds and covering their mouths when coughing.

Employees experiencing symptoms of illness or disease, such as fever or cough, should not report to work. Employees exhibiting such symptoms may be sent home or denied entrance to Company facilities.

The Company may implement various safety procedures and protocols to the extent necessary to maintain the health of our employees and workplace hygiene. We reserve the right to measure employees' body temperature and send employees home if measuring shows a higher than normal body temperature, unless otherwise prohibited by law.

Any workplace injury, accident, or illness must be reported to the employee's supervisor as soon as possible, regardless of the severity of the injury or accident.

5-12. Hiring Relatives/Employee Relationships

A familial relationship among employees can create an actual or at least a potential conflict of interest in the employment setting, especially where one relative supervises another relative. To avoid this problem, we may refuse to hire or place a relative in a position where the potential for favoritism or conflict exists.
In other cases, such as personal relationships where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or discharged from

employment, at the discretion of the Company.

Accordingly, all parties to any type of intimate personal relationship must inform management. If two employees marry, become related, or begin an intimate relationship, they may not remain in a reporting relationship or in positions where one individual may affect the compensation or other terms or conditions of employment of the other individual. The Company generally will attempt to identify other available positions, but if no alternate position is available, the Company retains the right to decide which employee will remain with the Company.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is like that of persons who are related by blood or marriage.
Please refer to the Organizational Conflict of Interest Policy for additional details.

5-13. Employee Dress and Personal Appearance

Employees are expected to report to work well groomed, clean, and dressed according to the requirements of their position. Some employees may be required to wear uniforms or safety equipment/clothing. Employees should contact their supervisor for specific information regarding acceptable attire for their position.

Nothing in this policy is intended to discriminate against an employee's sincerely-held religious beliefs or practices, physical or mental disability, race or any other basis protected by applicable law. Employees who may need an accommodation based on a sincerely-held religious belief or practice, physical or mental disability, race or any other basis protected by applicable law can contact Human Resources.
If employees report to work dressed or groomed inappropriately, they may be prevented from working, and sent home (without pay, if applicable and permitted by applicable law), until they return to work well-groomed and wearing the proper attire.

5-14. Publicity/Statements to the Media

All media inquiries regarding the position of the Company as to any issues and/or requested statements must be referred to the Head of Communications. Only the Head of Communications is authorized to make or approve public statements on behalf of the Company. No employees, unless specifically designated by the Head of Communications, are authorized to make those statements on behalf of the Company. Any employee wishing to write and/or publish an article, paper, or other publication on behalf of the Company must first obtain approval from the Head of Communications.

5-15. Operation of Vehicles

All employees authorized to drive Company-owned or leased vehicles or personal vehicles in conducting Company business must possess a current, valid driver's license and an acceptable driving record. Any change in license status or driving record must be reported to management immediately.

Employees must have a valid driver's license in their possession while operating a vehicle off or on Company property. It is the responsibility of every employee to drive safely and obey all traffic, vehicle safety, and parking laws or regulations. Drivers must always demonstrate safe driving habits. Company-owned or leased vehicles may be used only as authorized by management.

Portable Communication Device Use While Driving

Employees who drive on Company business must abide by all state or local laws prohibiting or limiting portable communication device (PCD) use, including cell phones or personal digital assistants, while driving. Further, even if use is permitted, employees may choose to refrain from using any PCD while driving. "Use" includes, but is not limited to, talking or listening to another person. Texting and e-mailing while driving on Company business is prohibited in all circumstance, even if use is allowed by state or local laws.

Regardless of the circumstances, including slow or stopped traffic, if any use is permitted while driving, employees should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is necessary while the employees are driving, and permitted by law, they must use a hands-free option and advise the caller that they are unable to speak at that time and will return the call shortly.

Under no circumstances should employees feel that they need to place themselves at risk to fulfill business needs.

Since this policy does not require any employee to use a PCD while driving, employees who are charged with traffic violations resulting from the use of their PCDs while driving will be solely responsible for all liabilities that result from such actions.

Please refer to the Vehicle Use Policy for additional details.

5-16. Business Expense Reimbursement

Employees will be reimbursed for reasonable approved expenses incurred in the course of business. These expenses must be approved by the employee's Supervisor, and may include air travel, hotels, motels, meals, cab fare, rental vehicles, or gas and car mileage for personal vehicles. All expenses incurred should be submitted to the employee's Supervisor along with the receipts in a timely manner.

Employees are expected to exercise restraint and good judgment when incurring expenses.

Employees should contact their Supervisor in advance if they have any questions about whether an expense will be reimbursed.

Please refer to the Travel and Expense Policy for further details.

5-17. A Few Closing Words

This handbook is intended to give employees a broad summary of things they should know about the Chenega Corporation. The information in this handbook is general in nature and, should questions arise, any member of management should be consulted for complete details. While we intend to continue the policies, rules and benefits described in this handbook, Chenega Corporation, in its sole discretion, may always amend, add to, delete from or modify the provisions of this handbook and/or change its interpretation of any provision set forth in this handbook. Employees should not hesitate to speak to management if they have any questions about the Company or its personnel policies and practices.

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SECTION 6 - ARIZONA ADDENDUM

6-1. 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 under the general Sick Days policy 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 general Sick Days policy 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. Eligible employees will accrue one (1) hour of earned paid sick time for every 30 hours worked, up to a maximum accrual of 40 hours each calendar year. Exempt employees are assumed to work 40 hours in each workweek unless their normal workweek is less than 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 based on employee anniversary date.

Usage

Employees may use earned paid sick time on the 90th calendar day of employment. Earned paid sick time must be used in 1-hour increments. The employee may not use more than 40 hours of earned paid sick time in any calendar year.

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

- the employee's mental or physical illness, injury or health condition; the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; the employee's need for preventive medical care;
- 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;
- closure of the employee's place of business by order of a public official due to a public health emergency or the 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
- a covered purpose relating to domestic violence, sexual violence, abuse or stalking to allow the employee to obtain (for themselves or for a family member) medical attention, services from a victims' organization, counseling, relocation and/or legal services.

For purposes of this policy, family member includes (regardless of age): a biological, adopted 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 the employee or the 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.

The employee's use of earned paid sick time will not be conditioned upon searching for or finding a replacement worker.

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 and 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 business 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 their 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 their Supervisor at least one (1) hour prior to the start of their workday or as soon as possible under the circumstances.

For earned paid sick time of three (3) or more consecutive workdays, 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 heath 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 is 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;

- 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
- the 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 earned paid sick time 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 their 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 and Payout

The employee may carry over up to 40 hours of accrued, unused earned paid sick time to the following calendar year. Unused earned paid sick time will not be paid at separation.

Enforcement & Retaliation

Retaliation against the employee who requests or uses earned paid sick time is prohibited. The 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.

SECTION 7 - CALIFORNIA ADDENDUM

7-1. Discrimination, Harassment and Retaliation Prevention

Chenega does not tolerate and prohibits discrimination, harassment or retaliation of or against job applicants, contractors, interns, volunteers or employees by another employee, supervisor, vendor, customer or any third party on the basis of race, color, creed, religion, age, sex or gender (including pregnancy, childbirth and related medical conditions), sexual orientation, gender identity or gender expression (including transgender status), national origin, ancestry, citizenship status, marital status, protected medical condition as defined by applicable state or local law, , physical or mental disability, military service and veteran status, genetic information, or any other characteristic protected by applicable federal, state or local laws and ordinances. The Company is committed to a workplace free of discrimination, harassment and retaliation.

Our management team 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, employee activities and general treatment during employment.

Discrimination Defined

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

Harassment Defined

Harassment is defined in this policy as unwelcome verbal, visual or physical conduct creating an intimidating, offensive or hostile work 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 or emails) or physical conduct (including physically threatening another, blocking someone's way, etc.) that denigrates or shows hostility or aversion towards an individual because of any protected characteristic. Such conduct violates this policy, even if it does not rise to the level of a violation not applicable federal, state, or local laws and ordinances. Because it is difficult to define unlawful harassment, employees are always expected to behave in a manner consistent with the intended purpose of this policy.

Sexual Harassment Defined

Sexual harassment can include all the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal or physical conduct of a sexual nature. Sexual harassment includes unwelcome or unwanted conduct which is either of a sexual nature or which is directed at an individual because of that individuals' sex when:

- submission to that conduct or to those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- the 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.

Examples of conduct that violates this policy include:

- unwelcome or unwanted sexual advances, flirtations, advances, leering, whistling, touching, pinching, assault, 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 emails or voicemails;
- uninvited touching of a sexual nature;
- unwelcome or unwanted 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; and
- 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:

- shunning and avoiding an individual who reports harassment, discrimination or retaliation;
- express or implied threats or intimidation intended to prevent an individual from reporting harassment, discrimination or retaliation; and
- denying employment benefits because an applicant or employee reported harassment, discrimination or retaliation or participated in the reporting and investigation process described below.

All discrimination, 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.

Reporting Procedures

The following steps have been put into place to ensure the work environment is respectful, professional, and free of discrimination, harassment and retaliation. If the employee believes someone has violated this policy or the Equal Employment Opportunity Policy, the employee should promptly bring the matter to the immediate attention of Employee's Supervisor. If this individual is the person toward whom the complaint is directed the employee should contact any higher-level manager in the reporting chain. If the employee makes a complaint under this policy and has not received a response within five (5) business days, the Human Resources Department should be contacted immediately.

Every supervisor who learns of any employee's concern about conduct in violation of this policy, whether in a formal complaint or informally, must immediately report the issues raised to Human Resources.

Investigation Procedures

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 or the Equal Employment Opportunity policy. 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.

During the investigation, the Company generally will interview the complainant and the accused, conduct further interviews as necessary and review any relevant documents or other information. Upon completion of the investigation, the Company shall determine whether this policy has been violated based upon its reasonable evaluation of the information gathered during the investigation. The Company will inform the complainant and the accused of the results of the investigation.

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. 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.

In addition to being a violation of this policy, harassment, discrimination or retaliation can also be against the law. Employees who engage in conduct that rises to the level of a violation of law can be held personally liable for such conduct.

Remember, the Company cannot remedy claimed discrimination, harassment or retaliation unless employees bring these claims to the attention of management. Employees should not hesitate to report any conduct which they believe violates this policy.

7-2 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 each time the employee has need to express milk, 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 near the employee's work area that is 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 in writing to Human Resources. 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.

California law and the San Francisco Lactation in the Workplace Ordinance expressly prohibits discrimination or 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 have the right to file a complaint with the Labor Commissioner for any violation of the rights underlying this policy.

Employees can contact Human Resources with questions regarding this policy.

7-3. 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. "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 Human Resources 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.

7-4. Working Hours and Schedule

Chenega Corporation in Anchorage, AK is normally open for business from 8:00 am to 5:00 pm, Monday through Friday.

Employees will be assigned a work schedule and will be expected to begin and end work according to the schedule. To accommodate the needs of the business, at some point Chenega Corporation may need to change individual work schedules on either a short- term or long-term basis.

Rest Breaks

Non-exempt employees who work three-and-one-half (3-1/2) or more hours per workday are authorized and permitted one (1) 10-minute rest break for every four (4) hours or major fraction thereof worked. For purposes of this policy, "major fraction" means any time greater than two (2) hours. For example, if non-exempt employees work more than six (6) hours, but no more than 10 hours in a workday, they are authorized and permitted to take two (2) 10-minute rest breaks: one (1) during the first half of a shift and a second rest break during the second half of the shift. If non-exempt employees work more than 10 hours but no more than 14 hours in a day, they are authorized and permitted to take three (3) 10-minute rest breaks, and so on.

Rest breaks should be taken as close to the middle of each work period of four (4) hours or major fraction thereof as is practical. Non-exempt employees do not need to obtain their supervisor's approval or notify their supervisor when taking a rest break. Employees are encouraged to take their rest breaks; they are not expected to and should not work during their rest breaks. Non-exempt employees are paid for all rest break periods and do not need to clock out when taking a rest break.

Rest breaks may not be combined with another rest break or with the meal period. In addition, rest breaks may not be taken at the beginning or end of the workday to arrive late or leave early. Each rest break 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.

Chenega Corporation also provides cool down rest and 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 an unpaid, off-duty and uninterrupted meal period of at least 30 minutes. Employees are responsible for scheduling their own meal periods, but they should confirm them with their supervisor. Meal periods must begin no later than before the end of the fifth hour of work. For example, the employee who begins working at 8:00 a.m. must begin the meal period no later than 12:59 p.m. When scheduling a meal period, employees should try to anticipate workflow and deadlines.

Employees who work more than 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 nine (9) hours, 59 minutes.

During meal periods, employees are relieved of all duty and should not work during this time. When taking a meal period, employees should completely stop working for at least 30 minutes. Employees are prohibited from working "off the clock" during their meal period.

Those employees who use a time clock must clock out for their meal periods. These employees are required to clock back in and promptly return to work at the end of any meal period. Those 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 a supervisor in writing, employees do not need to obtain a supervisor's approval or

notify a supervisor when taking a meal period. Employees are to immediately notify Human Resources if they believe that they are prevented by the nature of their work from taking a timely and/or complete meal period.

Meal Period Waiver

If no more than six (6) hours of work will complete the day's work, employees may voluntarily waive the meal period in writing. Employees should see their manager to obtain this waiver form. If the employee works no more than twelve (12) hours, the employee can voluntarily waive the 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. Employees should see their manager to obtain a second meal period waiver form.

Employees who work more than 12 hours may not waive, and should take, their second unpaid, off-duty and uninterrupted 30-minute meal period.

No Working During Rest Breaks and Meal Periods

Employees are completely relieved of all work duties and responsibilities during their rest breaks and meal periods. All rest breaks and meal periods must be taken outside the work area, such as in a break room. Employees may leave the premises during rest breaks and meal periods. Employees should not visit or socialize with employees who are working while they are taking a rest break or meal period. Employees, including those in a sensitive position like security or information technology, are not expected to remain "on call" or available to respond to messages, monitor radios, telephones, email or other devices during meal periods and rest breaks.

Employees are required to immediately notify Human Resources if they believe they are being pressured or coerced by any manager, supervisor or other employee to not take any portion of a provided rest break or meal period.

Summary Chart. Below is a chart that generally summarizes the number of rest breaks and meal periods provided to employees who work up to 14 hours under this policy. If an employee works more than 14 hours, the employee will be provided rest breaks and meal periods consistent with this policy and applicable law:

Hours of Work	Rest Breaks and/or Meal Periods
0 to 3 hours, 29 minutes	No paid rest break and no meal period
3 hours, 30 minutes up to 5.0 hours	One 10-minute paid rest break
More than 5.0 hours up to 6.0	One 10-minute paid rest break and one 30-minute unpaid meal period (unless first meal period is mutually waived pursuant to this policy)
More than 6.0 hours up to 10.0 hours	Two 10-minute paid rest breaks and one 30-minute unpaid meal period
More than 10.0 hours up to 12.0 hours	Three 10-minute paid rest breaks and two 30-minute unpaid meal periods (unless second meal period is mutually waived pursuant to

	this policy)
More than 12.0 hours up to 14.0 hours	Three 10-minute paid rest breaks and two 30-minute unpaid meal periods

7-5. Overtime

Like most successful companies, Chenega Corporation experiences periods of extremely high activity. During these busy periods, additional work is required from all of us. Supervisors are responsible for monitoring business activity and requesting overtime work if it is necessary. Effort will be made to provide employees with adequate advance notice in such situations.

Non-exempt employees generally will be paid overtime at the rate of time and one-half (1.5) times their normal hourly wage for all hours worked in excess of eight (8) hours in one (1) day or 40 hours in one (1) week, or for the first eight (8) hours on the seventh (7th) day in the same workweek.

Non-exempt employees generally will be paid double-time for hours worked in excess of 12 in any workday or in excess of eight (8) on the seventh (7th) day of the workweek.

Employees may work overtime only with management authorization.

For purposes of calculating overtime for non-exempt employees, the workweek generally begins at 1a.m. on Sunday and ends 168 hours later at 11:59 a.m. on the following Sunday. However, workweek may vary by contract and/or location.

7-6. Travel Time for Non-Exempt Employees

California non-exempt employees are paid for travel time in accordance with state law.

7-7. Paid Time Off

Chenega Corporation appreciates how hard employees work and recognizes the importance of providing time for rest and relaxation. Chenega Corporation fully encourages employees to get this rest by taking paid time off. Time off under this policy includes extended time off, such as for a vacation, and incidental time due to sickness or to handle personal affairs.

Full-time employees accrue paid time off as follows:
During the first partial calendar year of employment and the first five (5) full calendar years of employment, full-time employees accrue up to 20 days of paid time off per year. Paid time off is accrued on a pro-rata basis throughout the year.

Thereafter, full-time employees accrue up to 25 days of paid time off per year. Paid time off continues to be accrued on a pro-rata basis throughout the year.

For purposes of this policy, the year is the consecutive 12-month period beginning on the employee's anniversary

date.

The maximum paid time off entitlement for part-time employees is pro-rated based on hours worked.
All accrued, unused paid time off may be carried over from year to year, but employees can accrue paid time off up to a cap of 1.5 times their maximum yearly accrual. At that point, accrual stops until banked paid time off is used at which point accrual will continue subject to the annual accrual maximum and overall accrual cap. For example, if maximum paid time off accrual for a year is twenty (20) days, an eligible employee will stop accruing paid time off once the employee has thirty (30) banked days.

If employees wish to use three (3) or more full days of paid time off consecutively, they must submit a request to their manager at least two (2) weeks in advance of the requested time off if the need to use time off is foreseeable. Similar notice should be provided for planned time off of shorter duration. If the need for paid time off is unforeseeable, the employee must provide notice of the need for time off as soon as practicable.
Every effort will be made to grant requests, consistent with operating schedules. However, if too many people request the same period of time off, the Company reserves the right, to the maximum extent permitted by applicable law, to choose who may take time off during that period. Individuals with the longest length of service generally will be given preference.

If employees will be out of work due to illness or due any other emergency for which notice could not be provided, they must call in and notify their supervisor as early as possible, but at least by the start of their workday, except in cases of extreme emergency. If they call in sick for three (3) or more consecutive days, they may be required to provide their supervisor with a doctor's note on the day they return to work.
Paid time off may be used only in half-day increments.

Accrued, unused paid time off is paid out upon separation, unless otherwise required by law.

7-8. California Sick Leave Policies

Eligibility

Pursuant to the Healthy Workplaces, Healthy Families Act, the Company provides paid sick leave to employees who, on or after July 1, 2015, work for Chenega Corporation in California for 30 or more days within a year. For employees who work in California who are eligible for sick time under the general Paid Sick Time policy 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 general Paid Sick Time policy and/or any other applicable sick time/leave law or ordinance.

Grant

Exempt employees receive five (5) paid sick days (40 hours) at the time of hire and then five (5) paid sick days (40 hours) each year thereafter on January 1. Nonexempt employees receive three (3) paid sick days (24 hours) at the time of hire then three (3) paid sick days (24 hours) each year thereafter on their anniversary date. For purposes of this policy, the year is the consecutive 12-month period based on employee anniversary date.

Usage

Employees can use accrued paid sick leave beginning on the 90th day of employment. An exempt employee may use up to five (5) days or 40 hours of paid sick leave in any year, and a non-exempt employee may use up

to three (3) days or 24 hours of paid sick leave in any year. Paid sick leave may be used in minimum increments of two (2) hours.

Paid sick leave may be used for the following reasons:

- For diagnosis, care or treatment of an existing health condition of or preventive care for, the employee or the employee's family member (meaning 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 the 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; or
- For the employee who is a victim of domestic violence, sexual assault or stalking:

    1. to obtain or attempt to obtain a temporary restraining order, restraining order or other injunctive relief;
    2. to help ensure the health, safety or welfare of the victim or the victim's child;
    3. to seek medical attention for injuries caused by domestic violence, sexual assault or stalking;
    4. to obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence, sexual assault or stalking;
    5. to obtain psychological counseling related to an experience of domestic violence, sexual assault or stalking; or
    6. 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.
    7. Employees will be notified of their available paid sick leave on each itemized wage statement.
    8. Unless the employee advises the Employee's Supervisor otherwise, the Company will assume 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

Notice to the Employee's 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.

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 and Payout

Accrued but unused paid sick leave does not carry over from year to year. Accrued but unused paid sick leave under this policy will not be paid at separation.

Enforcement & Retaliation

Retaliation or discrimination against the 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.

7-9. 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 under the general Paid Sick Time policy, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general Paid Sick Time policy.

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 the employee's anniversary date.

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;
    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) 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.

Notice & Documentation

Notice to the employee's 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. 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.

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

7-10. Oakland 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 Oakland. For employees who work in Oakland who are eligible for sick time under the general Paid Sick Time policy, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general Paid Sick Time policy.

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; 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;
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 January 1st 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.

Notice & Documentation

Employees are required to provide reasonable notification of an absence taken under this policy, such as by contacting the employee's manager 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 leave or uses paid sick leave, 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.

7-11. 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 under the general Paid Sick Time policy, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general Paid Sick Time policy.

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
    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 on an annual basis, commencing each January 1st 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.

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 the employee's manager 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 the employee's manager 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.

7-12. Witness Leave

Employees called to serve as an expert witness in a judicial proceeding on behalf of the State will be granted leave with pay. Employees summoned to appear in court as an expert witness, but not on behalf of the State may use available vacation and personal time to cover the period of absence.

Employees subpoenaed for witness duty must notify their supervisor as soon as possible.

7-13. Voting Leave

In the event employees do not have enough time outside of working hours to vote in a statewide election, employees may take off enough working time to vote. This time should be taken at the beginning or end of the regular work schedule, whichever allows the most time for voting and the least time off from work. Employees will be allowed a maximum of two (2) hours of voting leave on Election Day without loss of pay. Where possible, supervisors should be notified of the need for leave at least two (2) working days prior to the Election Day.

7-14. Statutory Short-Term Disability Benefits

Chenega Corporation also provides statutory short-term disability insurance.

This is solely a monetary benefit and not a leave of absence. Employees who will be out of work must also request a formal leave of absence. See the Leave of Absence sections of the main handbook for more information.

7-15. Paid Family Leave Benefits

Employees who are off work to care for a child, spouse, parent, grandparent, grandchild, sibling, parent-in-law or registered domestic partner, 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 the employee is eligible for such benefits.

If employees need to take time off work to care for a child, spouse, parent, grandparent, grandchild, sibling, parent-in-law or registered domestic partner with a serious health condition or to bond with a new child, they must advise The Chenega Corporation, and they will be given 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 the Company during the time off work so the Company may monitor the employee's return-to-work status. In addition, the employee should contact the Company when ready to return to work so the Company may determine what positions, if any, are open.
When the employee applies for PFL benefits, the Human Resources Department will determine if the employee has any accrued but unused vacation and personal days available. If the employee has accrued but unused 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, grandparent, grandchild, sibling, parent-in-law or domestic partner 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 state 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/or the "California New Parent Leave" policies in this handbook for eligibility requirements, if applicable.

7-16. 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 Supplement Compensation benefit will be equal to the difference between the weekly benefit received by the employee from the State 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 Human Resources 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.

7-17. Bay Area Commuter Benefits

All employees, other than seasonal or temporary employees who work less than 120 days per year and field employees, who work an average of twenty (20) or more hours per week are eligible to receive commuter benefits. To provide these benefits, the Company has elected to allow employees to exclude their transit or vanpooling costs from taxable income, to the maximum allowed by federal law (https://www.irs.gov/pub/irs-drop/rp-18-57.pdf#page=17)

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

7-18. Time Off for Military Spouses

If the employee works, on average, at least 20 hours per week and their spouse is a qualified member of the United States Armed Forces, the National Guard or the Reserves, the employee is eligible to take leave for a period of up to 10 days while their spouse is home during a qualified leave period. When the employee is also eligible for military family member exigency leave, leave under this policy shall also count toward the employee's leave entitlement under the Family and Medical Leave Act (FMLA), where the time off meets the definition of FMLA military exigency leave.

Required Notice to Employer

Within two (2) business days of receiving official notice that the employee's spouse will be on leave the employee must provide notice to the Company of their intent to take military spouse leave.

Required Documentation

The employee must submit written documentation to the Company certifying that during the requested time off, the employee's spouse will be on leave from deployment during a period of military conflict.

Leave is Unpaid

Leave granted under this policy is unpaid. However, employees may substitute the following for any period of

unpaid military spouse leave: unused vacation time or personal time off.

Definitions

For the purposes of this policy, the following definitions apply:

"Qualified Member" means any of the following:

- a member of the United States Armed Forces who is deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States; or
- a member of the National Guard who is deployed during a period of military conflict; or
- a member of the Reserves who is deployed during a period of military conflict.

"Period of Military Conflict" means any of the following:

- a period of war declared by the U.S. Congress; or
- a period of deployment for which members of the Reserves are ordered to active duty.

"Qualified Leave Period" means the period during which the qualified member is on leave from deployment during a period of military conflict.

7-19. Bone Marrow Donation Leave

An employee may request a leave of absence for up to five (5) business days in any one-year period to undergo a medical procedure to donate bone marrow. The one-year period is measured from the start of the leave. Employees must provide a certification from their physician regarding the purpose and length of each leave requested. The employee must use any accrued vacation time, sick leave or paid time off for this leave, but the use of vacation accrual, sick leave or paid time off does not extend the term of this leave. If accrued vacation, sick leave or paid time off is not available, the time off for such procedure shall be paid, but the paid time off shall not exceed five (5) days. Bone marrow donation leave will not be designated as FMLA or CFRA leave time. Employees will receive health benefits for the duration of their Bone Marrow Donation Leave and upon returning from such leave will have a right to return to the same or equivalent positions they held before such leave. Absences due to bone marrow donation leave do not count as a break in service for the purpose of the employee's right to salary adjustments, sick leave, vacation and paid time off or seniority.

7-20. Organ Donation Leave

An employee may request a leave of absence for up to 30 business days in any one-year period to undergo a medical procedure to donate an organ. An employee can request an additional 30 days of unpaid leave in any one-year period for this same purpose. Employees must provide a certification from their physician regarding the purpose and length of each leave requested. The one-year period is measured from the start of the leave. The employee must use up to two weeks of accrued vacation, sick leave or paid time off for an initial organ donation leave, but the use of vacation accrual, sick leave or paid time off does not extend the term of the leave. If accrued vacation, sick leave or paid time off is not available, the time off for such procedure shall be paid however the paid time off shall not exceed 30 days. Organ donation leave will not be designated as FMLA or CFRA leave time. Employees will receive health benefits for the duration of their organ donation leave and upon returning from such leave will have a right to return to the same or equivalent positions they held before such leave. Absences due to

organ donation leave do not count as a break in service for the purpose of the employee's right to salary adjustments, sick leave, vacation and paid time off or seniority.

7-21. Family and Medical Leave

Employees may be entitled to a leave of absence under the Family and Medical Leave Act ("FMLA") and/or the California Family Rights Act ("CFRA"). This policy provides employees with information concerning FMLA/CFRA entitlements and obligations employees may have during such leaves. Whenever permitted by law, the Company will run FMLA leave concurrently with CFRA and any other leave provided under state or local law. If employees have any questions concerning FMLA/CFRA leave, they should contact Human Resources.

I. Eligibility

FMLA/CFRA leave is available to "FMLA/CFRA eligible employees." To be an "FMLA/CFRA eligible employee," 1) the employee must have been employed by the Company for a total of at least 12 months at any time prior to the commencement of a CFRA leave (which need not be consecutive); 2) the employee must have worked for the Company for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave to the extent permitted by applicable law; and 3) there must be 50 or more employees whose work locations are within 75 miles of the Company's California worksite.

Special hours of service eligibility requirements apply to airline flight crew employees.

II. Entitlements

As described below, the FMLA and CFRA provide eligible employees with a right to leave, health insurance benefits and, with some limited exceptions, job restoration.

A. Basic FMLA/CFRA Leave Entitlement

The FMLA/CFRA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The 12-month period is determined by a rolling 12-month period measured backward from the date an employee uses the employee's FMLA leave. In some instances, leave may be counted under the FMLA but not CFRA or CFRA but not the FMLA. In addition, the 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). It is the Company's policy to provide the greater leave benefit provided under the FMLA or CFRA and to run leave concurrently under the FMLA and CFRA whenever possible.

Leave may be taken for any one or for a combination, of the following reasons:

1. disability due to pregnancy, childbirth or related medical condition (counts only toward FMLA and California Pregnancy Disability Leave ("PDL") leave entitlements);
2. bonding and/or caring for a newborn child (counts toward FMLA and CFRA leave entitlements);
3. for placement with the employee of a child for adoption or foster care and to care for the newly placed child (counts toward FMLA and CFRA leave entitlements);
4. to care for the employee's spouse, child or parent (but not in-law) with a **serious health condition** (counts toward FMLA and CFRA leave entitlements, except time to care for

5. the employee's registered domestic partner does not count towards FMLA leave, only CFRA leave);
6. for the employee's own **serious health condition** that makes the employee unable to perform one or more of the essential functions of the employee's job (counts toward FMLA and CFRA leave entitlements; but does not count toward CFRA entitlement if leave is for employee's disability due to pregnancy, childbirth or related medical condition); and/or
7. because of any **qualifying exigency** arising out of the fact that the employee's spouse, son, daughter or parent is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty) in the Reserve component of the Armed Forces for deployment to a foreign country in support of contingency operations or Regular Armed Forces for deployment to a foreign country (counts toward FMLA leave entitlement only).

Under the **FMLA**, a **serious health condition** is an illness, injury, impairment or physical or mental condition that involves a period of incapacity or treatment connected with inpatient care (e.g., an overnight stay) in a medical care facility, hospice or residential health 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 the qualified family member from participating in school or other daily activities.

Under the **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 in a hospital, hospice or residential health care facility, any subsequent treatment in connection with such inpatient care or any period of incapacity; or continuing treatment by a health care provider, including but not limited to treatment for substance abuse. The CFRA defines "inpatient care" broadly and includes 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 they are formally admitted to a health care facility with the expectation that they are will remain at least overnight and occupy a bed, even if the person is ultimately discharged or transferred to another facility and does not actually remain overnight. The CFRA defines "incapacity" as the inability to work, attend school or perform other regular daily activities due to a serious health condition, its treatment or the recovery that it requires.

Under the FMLA and CFRA, subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three 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.
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.

B. **Additional Military Family Leave Entitlement (Injured Servicemember Leave)**

In addition to the basic FMLA/CFRA leave entitlement described above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a **covered servicemember** is entitled to take up to 26 weeks of leave during a 12-month period to care for the servicemember with a serious injury or illness. Leave to care for a servicemember shall only be available during a single-12-month period and, when combined with other FMLA-qualifying leave, may not exceed 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.

A **"covered servicemember"** 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, is otherwise in outpatient status or is on the temporary retired list, for a serious injury or illness. These individuals are referred to in this policy as "current members of the Armed Forces." Covered servicemembers also include a veteran who is discharged or released from military service under conditions 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.

C. Intermittent Leave and Reduced Leave Schedules

FMLA/CFRA leave usually will be taken for a period of consecutive days, weeks or months. However, employees are also entitled to take FMLA/CFRA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member or the serious injury or illness of a covered servicemember. Intermittent or reduced work schedule leave may be taken for absences where the employee or family member is incapacitated or unable to perform the essential functions of the position because of a chronic serious health condition, even if they do not receive treatment by a health care provider. Leave due to qualifying exigencies may also be taken on an intermittent or reduced schedule basis.

Note: Covered servicemember leave may but will not necessarily run concurrently with CFRA leave. For example, the employee who is the spouse of an injured military servicemember likely would take CFRA qualifying leave; the employee who is next of kin to an injured servicemember who takes time off would not have such time count against CFRA leave entitlements.

Employees are also eligible for intermittent leave for bonding with a child following birth or placement. Intermittent leave for bonding purposes generally must be taken in two-week increments, but the Company permits two occasions where the leave may be for less than two weeks.

D. No Work While on Leave

The taking of another job while on FMLA/CFRA leave or any other authorized leave of absence may be grounds for immediate discharge, to the extent permitted by applicable law.

E. Protection of Group Health Insurance Benefits

During FMLA and/or CFRA leave, eligible employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued work.

F. Restoration of Employment and Benefits

At the end of FMLA/CFRA leave, subject to some exceptions including situations where job restoration of "key employees" will cause the Company substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions they held before the FMLA/CFRA leave. The Company will notify employees if they qualify as "key employees," if it intends to deny reinstatement, and of their rights in such instances. Use of FMLA/CFRA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA/CFRA leave.

G. Notice of Eligibility for, and Designation of, FMLA/CFRA Leave

Employees requesting FMLA/CFRA leave are entitled to receive written notice from the Company telling them whether they are eligible for FMLA and/or CFRA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA/CFRA leave, employees are entitled to receive written notice of: 1) their rights and responsibilities in connection with such leave; 2) the Company's designation of leave as FMLA/CFRA- qualifying or non-qualifying, and if not FMLA/CFRA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the employee's leave entitlement.

The Company may retroactively designate leave as FMLA/CFRA leave with appropriate written notice to employees, and provided that doing so does not cause harm or injury to the employee. In other cases, the Company and employee can mutually agree that leave be retroactively designated as FMLA/CFRA leave.

III. Employee FMLA/CFRA Leave Obligations

A. Provide Notice of the Need for Leave

Employees who wish to take FMLA/CFRA leave must timely notify the Company of their need for FMLA/CFRA leave. The following describes the content and timing of such employee notices.

1. Content of Employee Notice

To trigger FMLA/CFRA leave protections, employees must inform their Supervisor of the need for FMLA/CFRA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA/CFRA leave specifically or explaining the reasons for leave to allow the Company to determine that the leave is FMLA/CFRA-qualifying. For example, employees might explain that:

- a medical condition renders them unable to perform the functions of their job; they are pregnant or have been hospitalized overnight;
- they or a covered family member are under the continuing care of a health care provider;
- the leave is due to a qualifying exigency caused by a military member being on covered active duty or called to covered active duty status to a foreign country; or the leave is for a family member whose condition renders the family member unable
- to perform daily activities or the family member is a covered servicemember with a serious injury or illness.

Calling in "sick," without providing the reasons for the needed leave, will not be considered enough notice for FMLA/CFRA leave under this policy. Employees must respond to the Company's lawful questions to determine if absences are potentially FMLA/CFRA-qualifying.

If employees fail to explain the reasons for FMLA/CFRA leave, the leave may be denied. When employees seek leave due to FMLA/CFRA-qualifying reasons for which the Company has previously provided FMLA/CFRA-protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA/CFRA leave.

2. Timing of Employee Notice

Employees must provide 30 days' advance notice of the need to take FMLA/CFRA leave when the need is foreseeable. When 30 days' notice is not possible or the approximate timing of the need for leave is not foreseeable, employees must provide the Company notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees that fail to give 30 days' notice for foreseeable leave

without a reasonable excuse for the delay or otherwise fail to satisfy FMLA/CFRA notice obligations, may have FMLA/CFRA leave delayed or denied, to the extent permitted by applicable law.

B. Cooperating in the Scheduling of Leave of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules

When planning medical treatment or requesting to take leave on an intermittent or reduced schedule work basis, employees must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt the Company's operations. Employees must consult with the Company prior to the scheduling of treatment in order to work out a treatment schedule that best suits the needs of both the Company and the employees, subject to the approval of the applicable health care provider. When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including a period of recovery from a serious health condition or to care for a covered servicemember, the Company may temporarily transfer employees to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave. To the extent permitted by applicable, law, when employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, employees must advise the Company of the reason why such leave is medically necessary. In such instances, the Company and employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting the Company's operations, subject to the approval of the employee's health care provider.

C. Submit Initial Medical Certifications Supporting Need for Leave (Unrelated to Requests for Military Family Leave)

Depending on the nature of FMLA/CFRA leave sought, employees may be required to submit medical certifications supporting their need for FMLA/CFRA-qualifying leave. As described below, there generally are three types of FMLA/CFRA medical certifications: an **initial certification, a recertification and a return to work/fitness for duty certification.** It is the employee's responsibility to provide the Company with timely, complete and sufficient medical certifications. Whenever the Company requests employees to provide FMLA/CFRA medical certifications, employees must provide the requested certifications within 15 calendar days after the Company's request, unless it is not practicable to do so despite the employee's diligent, good faith efforts. The Company shall inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven calendar days to cure deficiencies. The Company will delay or deny FMLA/CFRA leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications, to the extent permitted by applicable law.

The Company may contact the employee's health care provider to authenticate completed and enough medical certifications. Whenever the Company deems it appropriate to do so, it may waive its right to receive timely, complete and/or enough FMLA medical certifications.

1. Initial Medical Certifications

Employees requesting leave because of their own or a covered relation's, serious health condition or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year or when an initial medical certification has expired.

If the Company has reason to doubt the validity of initial medical certifications regarding the employee's own serious health condition, it may require employees to obtain a second opinion at the Company's expense. If the opinions of the initial and second health care providers differ, the Company may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Company and the employee.

2. **Medical Recertifications**

Depending on the circumstances and duration of FMLA/CFRA leave, the Company may require employees to provide recertification of medical conditions giving rise to the need for leave. The Company will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification. In cases of leave that qualify under CFRA, recertification will generally only be requested when the original certification has expired.

3. **Return to Work/Fitness for Duty Medical Certifications**

Unless notified that providing such certifications is not necessary, employees returning to work from FMLA/CFRA leaves that were taken because of their own serious health conditions that made them unable to perform their jobs must provide the Company medical certification confirming they are able to return to work and the employees' ability to perform the essential functions of the employees' position, with or without reasonable accommodation. The employee taking intermittent leave may be required to provide a return to work release for such absences up to once every 30 days if reasonable safety concerns exist regarding the employee's ability to perform his or her duties. The Company may delay and/or deny job restoration until employees provide return to work/fitness for duty certifications.

D. **Submit Certifications Supporting Need for Military Family Leave**

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the covered active duty or call to covered active duty status of a military member, the Company may require employees to provide: 1) a copy of the military member's active duty orders or other documentation issued by the military indicating the military member is on covered active duty or call to covered active duty status and the dates of the military member's covered active duty service; and 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different covered active duty or call to covered active duty status of the same or a different military member.

When leave is taken to care for a covered servicemember with a serious injury or illness, the Company may require employees to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, and in accordance with the FMLA regulations, the Company may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered servicemember confirming entitlement to such leave.

E. **Reporting Changes to Anticipated Return Date**

If the 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.

F. Substitute Paid Leave for Unpaid FMLA and CFRA Leave

For purposes of this subsection, leave is not "unpaid" during any leave time for which the employee is receiving compensation from the State of California under the State Disability Insurance program or the Paid Family Leave program [or disability pay program] or receiving compensation from worker's compensation. Employees will not be required to use accrued vacation or paid sick time 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 vacation and paid sick during any waiting period applicable to these programs.

If leave is unpaid, the following requirements apply to the leave:

- If employees request FMLA/PDL leave because of disability due to pregnancy, childbirth or related medical conditions, they must first substitute any accrued paid
- sick time for unpaid family/medical leave. Employees may submit a written request to substitute any other accrued, unused paid time off benefits for unpaid FMLA/PDL leave once the employees' sick time is exhausted.
- If employees request FMLA/CFRA leave because of their own serious health conditions (excluding absences for which employees are receiving workers' compensation or short-term disability benefits), they must first substitute any accrued paid time off, including sick time, for unpaid family/medical leave.
- If employees request FMLA/CFRA leave to care for a covered family member with a serious health condition or bond with a newborn child, they must first substitute any accrued paid time off, other than sick time for unpaid family/medical leave. Once accrued paid time off, other than sick time, is exhausted, upon written request the employee can substitute paid sick time for unpaid FMLA/CFRA leave for such purposes except the employee cannot use sick time to bond with a child where the employee's child is not ill or sick since sick time is contingent on the illness of the employee, child, parent, spouse or registered domestic partner or other purpose consistent with the paid sick leave under applicable law.

A leave of absence in connection with a workers' compensation injury/illness or for which the employee receives short-term disability or State of California Paid Family Leave benefits shall run concurrently with FMLA/CFRA leave. Upon written request, the Company will allow employees to use accrued paid time off to supplement any paid workers' compensation, short-term disability or Paid Family Leave benefits.

The substitution of paid time off for unpaid family/medical leave time does not extend the length of FMLA/CFRA leaves and the paid time off runs concurrently with the FMLA/CFRA entitlement.

G. Pay Employee's Share of Health Insurance Premiums

As noted above, during FMLA/CFRA leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. If paid leave is substituted for unpaid family/medical leave, the Company will deduct employees' shares of the health plan premium as a regular payroll deduction. If FMLA/CFRA leave is unpaid, employees must pay their portion of the premium through a method determined by the Company upon leave. The Company's obligation to maintain health care coverage ceases if the employee's premium payment is more than 30 days late. If the 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 at least 15 days after the notice unless the co-payment is received before that date.

If employees do not return to work within 30 calendar days 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) they will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid FMLA/CFRA leave.

IV. Coordination of FMLA/CFRA Leave with Other Leave Policies

The FMLA and CFRA do not affect any federal, state or local law prohibiting discrimination or supersede any State or local law that provides greater family or medical leave rights.

However, whenever permissible by law, the Company will run FMLA and/or CFRA leave concurrently with any other leave provided under state or local law. For additional information concerning leave entitlements and obligations that might arise when FMLA/CFRA leave is either not available or exhausted, please consult the Company's other leave policies in this Handbook or contact Human Resources.

V. Questions and/or Complaints about FMLA/CFRA Leave

If employees have questions regarding this policy, please contact Human Resources. The Company is committed to complying with the FMLA and CFRA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA and CFRA.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If employees believe their FMLA rights have been violated, they should contact Human Resources immediately. The Company will investigate any FMLA complaints and take prompt and appropriate remedial action to address and/or remedy any FMLA violation. Employees also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

7-22. Victims of Domestic Violence, Sexual Assault or Stalking

Victims of domestic violence, sexual assault or stalking may take unpaid leave for up to 12 weeks 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. Chenega Corporation may require proof of the employee's participation in these activities. Whenever possible, employees must provide their supervisor reasonable notice before taking any time off under this policy. Leave under this policy is unpaid, but employees may substitute any accrued vacation, sick, or other time off benefits for the leave under this policy. Leave under this policy does not extend the time allowable under the "Family and Medical Leave" Policy in the main handbook.

No employees will be subject to discrimination or retaliation because of their status as a victim of domestic violence, sexual assault or stalking. Victims of domestic violence, sexual assault or stalking may request other accommodations in the workplace such as implementation of safety measures.

7-23. Time Off for Crime Victims

Employees who have been victims of serious or violent felonies, as specified under California law, or felonies relating to theft or embezzlement, may take time off work to attend judicial proceedings related to the crime. Employees also may take time off if an immediate family member has been a victim of such crimes and the

employee needs to attend judicial proceedings related to the crime. "Immediate family member" is defined as spouse, registered domestic partner, child, child of registered domestic partner, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father or stepfather.

Employees must give their supervisor a copy of the court notice given to the victim of each scheduled proceeding before taking time off, unless advance notice to Chenega Corporation of the need for time off is not feasible. When advance notice is not feasible, the employee must provide the Company with documentation evidencing the judicial proceeding, within a reasonable time after the absence. The documentation may be from the court or government agency setting the hearing, the district attorney or prosecuting attorney's office or the victim/witness office that is advocating on behalf of the victim.

Employees may elect to use accrued paid vacation time, paid sick leave time or other paid time off for the absence. If the employee does not elect to use paid time off, the absence will be unpaid. However, exempt employees will be paid their full salary for any workweek interrupted by the need for time off under this policy.

7-24. Literacy Assistance

Chenega Corporation is committed to aiding employees who require time off to participate in an adult education program for literacy assistance. If employees need time off to attend such a program, they should inform their direct supervisor or the Human Resources Department. The Company will attempt to make reasonable accommodations by providing unpaid time off or an adjusted work schedule, provided the accommodation does not impose an undue hardship on the Company. The Company will attempt to safeguard the privacy of employees' enrollment in an adult education program.

7-25. Pregnancy Disability Leave

If employees are disabled by pregnancy, childbirth or related medical conditions, they 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 necessary. In addition, if it is medically advisable for employees to take intermittent leave or work a reduced schedule, the Company may require them to transfer temporarily to an alternative position with equivalent pay and benefits that can better accommodate recurring periods of leave.

The PDL is for any period(s) of actual disability caused by pregnancy, childbirth or related medical condition up to four (4) months per pregnancy. For purposes of this policy, "four months" means time off for the number of days the employee would normally work within the four (4) calendar months (one-third of a year or 17 1/3 weeks), following the commencement date of taking a pregnancy disability leave. For a full-time employee who works 40 hours per week, "four months" means 693 hours of leave entitlement, based on 40 hours per week times 17 1/3 weeks. Employees working a part-time schedule will have their PDL calculated on a pro-rata basis.

The 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.

Time off needed for prenatal or postnatal care, severe morning sickness, gestational diabetes, pregnancy-induced hypertension, preeclampsia, doctor-ordered bed rest, postpartum depression, loss or end of pregnancy, and

recovery from childbirth or loss or end of pregnancy are all covered by PDL.

To receive reasonable accommodation, obtain a transfer or take a PDL, employees must provide sufficient notice so the Company can make appropriate plans. Thirty days' advance notice is required if the need for the reasonable accommodation, transfer or PDL is foreseeable, otherwise as soon as practicable if the need is an emergency or unforeseeable.

Employees are required to obtain a certification from their health care provider of the need for pregnancy disability leave or the medical advisability of an accommodation or for a transfer. The certification is sufficient if it contains: (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 of disability due to 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, the employee will be provided with a medical certification form that the employee can take to the doctor.

As a condition of returning from pregnancy disability leave or transfer, the Company requires the employee to obtain a release from a health care provider stating ability to resume the original job duties with or without reasonable accommodation.

PDL is unpaid. At the employee's option, the employee can use any accrued vacation time or other accrued paid time off as part of the PDL before taking the remainder of leave on an unpaid basis. Chenega Corporation requires, however, that the employee use any available sick time during the PDL. The substitution of any paid leave will not extend the duration of the PDL. 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. Benefit continuation under PDL is distinct from benefit continuation for employees who also take birth bonding leave under the California Family Rights Act. Employees should make arrangements for payment of their share of the insurance premiums.

Chenega Corporation encourages employees to contact the California Employment Development Department regarding eligibility for state disability insurance for the unpaid portion of the leave.

If employees do not return to work on the originally scheduled return date, nor request in advance an extension of the agreed upon leave with appropriate medical documentation, they may be deemed to have voluntarily terminated their employment with the Company. Failure to notify the Company of their ability to return to work when it occurs or continued absence from work because the leave must extend beyond the maximum time allowed, may be deemed a voluntary termination of employment with the Company, unless employees are entitled to Family and Medical Leave or entitled to further leave pursuant to applicable law.

Upon return from a covered PDL, the employee, in most instances, will be reinstated to the same position.

Taking a PDL may affect some benefits and the employee's seniority date. The employee may request more information regarding eligibility for PDL and the impact of the leave on seniority and benefits.

Any request for leave after the disability has ended will be treated as a request for family care leave under the California Family Rights Act (CFRA) and the federal Family and Medical Leave Act (FMLA), if the employee is eligible for that type of leave. PDL runs concurrently with FMLA (but not CFRA). Employees should refer to the FMLA policy.

Employees who are not eligible for leave under the CFRA or FMLA will have a request for additional leave treated as a request for disability accommodation.

7-26. Rehabilitation Leave

Chenega Corporation is committed to aiding our employees to overcome substance abuse problems. The Company will reasonably accommodate any employee who wishes to voluntarily enter and participate in an alcohol or drug rehabilitation program. This accommodation may include time off without pay or an adjusted work schedule, provided the accommodation does not impose an undue hardship on the Company. Employees may also use accumulated sick days, if applicable, for this purpose.

Employees should notify Human Resources if they need such accommodation. The Company will take reasonable steps to safeguard privacy with respect to enrollment in an alcohol or drug rehabilitation program.

7-27. Time Off For School Related Activities

Employees that work at a location with 25 or more employees are provided unpaid time off up to 40 hours in one (1) calendar year if they are parents (including individuals acting in the capacity of a parent under the law), guardians, stepparents, foster parents or grandparents with custody of a child attending, or of age to attend, a licensed child care provider or kindergarten through Grade 12. The unpaid leave must be used for the following child- related activities:

1. to find, enroll or reenroll the child in a school or with a licensed childcare provider, or to participate in activities of the school or licensed childcare provider of the child.
2. to address a childcare provider or school emergency, meaning that the child cannot remain in school or with a childcare provider due to one of the following:

    - the school or childcare 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 childcare provider;
    - behavioral or discipline problems;
    - closure or unexpected unavailability of the school or childcare provider, excluding planned holidays; or
    - 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, the employee must provide reasonable notice of the planned absence to their Supervisor. The employee must give notice to their Supervisor when taking leave for reason #2 above.

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

Employees may be required to provide documentation of their participation in these activities. Parents, guardians or grandparents with custody of schoolchildren who have been suspended also can 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.

7-28. Time Off For Volunteer Firefighters, Reserve Peace Officers & Emergency Rescue Personnel

Employees who are volunteer firefighters, reserve peace officers or emergency rescue personnel are permitted unpaid time off, not to exceed 14 days per calendar year, for the purpose of engaging in fire, law enforcement or emergency rescue training. If the employees request time off under the policy, they must notify their direct supervisor immediately after the need for the leave becomes known.

7-29. Business Expense Reimbursement

Chenega Corporation will reimburse employees for reasonable expenses incurred for business purposes including, but not limited to, meals, lodging, and transportation. Mileage driven in a personal automobile for business purposes will be reimbursed at the current IRS- approved rate per mile. All business travel and business purchases must be approved in advance by the employee's Supervisor.

Employees should complete expense reimbursement reports within 10 days of incurring the expenses and submit the reports and receipts to the employee's Supervisor.

7-30. California Consumer Privacy Act ("CCPA") – Employee Notice

This notice describes the categories of personal information ("PI") collected by **[Company]** ("Company") and the purposes for which Consumer PI may be used. We are providing this notice to you in accordance with California Civil Code Sec. 1798.100(b).

Categories of Personal Information Collected
Identifiers and Contact information. This category includes names, addresses, telephone numbers, mobile numbers, email addresses, dates of birth, Social Security numbers, driver's license or state identification numbers, bank account information, and other similar contact information and identifiers. Protected classification information. This category includes characteristics of protected classifications under California or federal law. Internet or other electronic network activity information. This category includes without limitation:

all activity on the Company's information systems, such as internet browsing history, search history, intranet activity, email communications, social media postings, stored documents and emails, usernames and passwords all activity on communications systems including phone calls, call logs, voice mails, text messages, chat logs, app use, mobile browsing and search history, mobile email communications, and other information regarding an Employee's use of company-issued devices

Geolocation data. This category includes GPS location data from company-issued mobile devices and company-owned vehicles.

Audio, electronic, visual, thermal, olfactory, or similar information. This category includes, for example, information collected from cameras and similar devices, and/or thermometers.

Biometric information. This category includes fingerprint scans and related information, and certain wellness metrics.

Professional and employment-related information. This category includes without limitation:

- data submitted with employment applications including salary history, employment history, employment recommendations, etc.
- background check and criminal history;
- work authorization
- fitness for duty data and reports
- symptoms and other indicators of exposure to COVID-19
- travel information and information regarding close contacts
- performance and disciplinary records
- salary and bonus data
- benefit plan enrollment, participation, and claims information
- obtainment and maintenance of security clearance
- leave of absence information including religious and family obligations, physical and mental health data concerning employee/applicant and his or her family members

Education information. This category includes education history.

Inferences drawn from the PI in the categories above.
To fulfill or meet the purpose for which you provided the information. For example, if you share your name and contact information to apply for a job or become an employee, we will use that Personal Information in connection with your employment or potential employment.
To contact you and to inform you about benefits or information relating to your employment or potential employment.

Purposes Personal Information is Used

- Collect and process employment applications, including confirming eligibility for employment, background and related checks, checks regarding fitness for duty, onboarding, and related recruiting efforts

- Processing payroll and employee benefit plan and program design and administration including enrollment and claims handling, and leave of absence administration
- Maintaining personnel records and record retention requirements
- Communicating with employees/applicants and/or employees' emergency contacts and plan beneficiaries
- Complying with applicable state and federal labor, employment, tax, benefits, workers compensation, disability, equal employment opportunity, workplace safety, and related laws, guidance, or recommendations
- Preventing unauthorized access to, use, or disclosure/removal of the Company's property, including the Company's information systems, electronic devices, network, and data
- Ensuring and enhancing employee productivity and adherence to the Company's policies
- Investigating complaints, grievances, and suspected violations of Company policy
- Design, implement, and promote the Company's diversity and inclusion programs
- Facilitate the efficient and secure use of the Company's information systems
- Ensure compliance with Company information systems policies and procedures
- Improve safety of employees, applicants, customers and the public with regard to use of Company property and equipment
- Improve efficiency, logistics, and supply chain management
- Improve accuracy of time management systems
- Evaluate an individual's appropriateness for a particular position at the Company, or promotion to a new position
- Customer engagement and other legitimate business purposes

To carry out the purposes outlined above, the Company may share information with third parties, such as background check vendors, third-party human resources and information technology vendors, outside legal counsel, and state or federal governmental agencies. The Company may add to the categories of PI it collects and the purposes for which it uses PI. In that case, the Company will inform you.

7-31. Acknowledgement and Receipt of Discrimination, Harassment and Retaliation Prevention Policy

Chenega does not tolerate and prohibits discrimination, harassment or retaliation of or against job applicants, contractors, interns, volunteers or employees by another employee, supervisor, vendor, customer or any third party on the basis of race, color, creed, religion, age, sex or gender (including pregnancy, childbirth and related medical conditions), sexual orientation, gender identity or gender expression (including transgender status), national origin, ancestry, citizenship status, marital status, protected medical condition as defined by applicable state or local law, , physical or mental disability, military service and veteran status, genetic information, or any other characteristic protected by applicable federal, state or local laws and ordinances. The Company is committed to a workplace free of discrimination, harassment and retaliation.

Our management team 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, employee activities and general treatment during employment.

Discrimination Defined

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

Harassment Defined

Harassment is defined in this policy as unwelcome verbal, visual or physical conduct creating an intimidating, offensive or hostile work 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 or emails) or physical conduct (including physically threatening another, blocking someone's way, etc.) that denigrates or shows hostility or aversion towards an individual because of any protected characteristic. Such conduct violates this policy, even if it does not rise to the level of a violation not applicable federal, state, or local laws and ordinances. Because it is difficult to define unlawful harassment, employees are always expected to behave in a manner consistent with the intended purpose of this policy.

Sexual Harassment Defined

Sexual harassment can include all the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal or physical conduct of a sexual nature. Sexual harassment includes unwelcome or unwanted conduct which is either of a sexual nature or which is directed at an individual because of that individuals' sex when:

- submission to that conduct or to those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- the 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.

Examples of conduct that violates this policy include:

- unwelcome or unwanted sexual advances, flirtations, advances, leering, whistling, touching, pinching, assault, 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 emails or voicemails;
- uninvited touching of a sexual nature;
- unwelcome or unwanted 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; and
- 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:

- shunning and avoiding an individual who reports harassment, discrimination or retaliation;
- express or implied threats or intimidation intended to prevent an individual from reporting harassment, discrimination or retaliation; and
- denying employment benefits because an applicant or employee reported harassment, discrimination or retaliation or participated in the reporting and investigation process described below.

All discrimination, 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.

Reporting Procedures

The following steps have been put into place to ensure the work environment is respectful, professional, and free of discrimination, harassment and retaliation. If the employee believes someone has violated this policy or the Equal Employment Opportunity Policy, the

employee should promptly bring the matter to the immediate attention of Employee's Supervisor. If this individual is the person toward whom the complaint is directed the employee should contact any higher-level manager in the reporting chain. If the employee makes a complaint under this policy and has not received a response within five (5) business days, the Human Resources Department should be contacted immediately.

Every supervisor who learns of any employee's concern about conduct in violation of this policy, whether in a formal complaint or informally, must immediately report the issues raised to Human Resources.

Investigation Procedures

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 or the Equal Employment Opportunity policy. 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.

During the investigation, the Company generally will interview the complainant and the accused, conduct further interviews as necessary and review any relevant documents or other information. Upon completion of the investigation, the Company shall determine whether this policy has been violated based upon its reasonable evaluation of the information gathered during the investigation. The Company will inform the complainant and the accused of the results of the investigation.

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. 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.

In addition to being a violation of this policy, harassment, discrimination or retaliation can also be against the law. Employees who engage in conduct that rises to the level of a violation of law can be held personally liable for such conduct.

Remember, the Company cannot remedy claimed discrimination, harassment or retaliation unless employees bring these claims to the attention of management. Employees should not hesitate to report any conduct which they believe violates this policy.

SECTION 8 - COLORADO ADDENDUM

8-1. Pregnancy Accommodations

In compliance with Colorado law, Chenega Corporation will not discriminate against employees because of pregnancy, childbirth or related conditions. If employees request 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 business. The Company will engage in a timely, good faith, and interactive process with the employee to determine effective, reasonable accommodations 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 employees affected by pregnancy, physical recovery from childbirth or a related condition to accept an accommodation that they choose not to accept if they did not request an accommodation or if the accommodation is not necessary for the employees 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 employees 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 pregnant employees who request or use a reasonable accommodation related to pregnancy, physical recovery from childbirth or a related condition. The Company will not deny employment opportunities to employees based on the need to make a reasonable accommodation related to pregnancy, physical recovery from childbirth or a related condition.

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

8-2. Overtime

Non-exempt Colorado employees are entitled to overtime pay at one and one-half times (1.5) their regular rate of pay for all hours worked in excess of 12 hours in a day, 12 hours consecutively (without regard to the starting and ending time of the workday), or 40 hours per workweek, whichever calculation results in the greater payment of wages. Time paid but not worked, such as sick time or paid time off (PTO), will not be counted as hours worked in calculating hours worked for purposes of determining if overtime pay is due.

8-3. Paid Time Off

The Company provides eligible employees with paid time off in the form of PTO. Despite any general Handbook policy to the contrary, all accrued, unused PTO 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 PTO will be paid upon separation of employment.

8-4. Colorado Paid Sick Leave

Eligibility

The Company provides paid sick leave to all employees who work in Colorado. For employees who work in Colorado who are eligible for sick leave under the general Paid Sick Time policy 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 general Paid Sick Time policy and/or any other applicable sick time/leave law or ordinance.

Accrual

Employees begin accruing paid sick leave pursuant to this policy on January 1, 2021 or at the start of employment, whichever is later. Employees will accrue one (1) hour of paid sick leave for every thirty (30) hours worked, up to a maximum accrual of forty-eight (48) 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 paid sick leave accrues based upon that normal workweek. For purposes of this policy, the year is the consecutive 12-month period based on employee anniversary date.

Usage

Employees may begin using accrued paid sick leave immediately. Paid sick leave may be used in hourly increments. An employee may not use more than forty-eight (48) hours of accrued paid sick leave in any year.

Employees may use accrued paid sick leave because:

1) the employee has a mental or physical illness, injury, or health condition that prevents the employee from working, needs to obtain a medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or needs to obtain preventive medical care;
2) the employee needs to care for a family member who has a mental or physical illness, injury, or health condition, needs to obtain a medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition, or needs to obtain preventive medical care;
3) the employee or the employee's family member has been the victim of domestic abuse, sexual assault, or harassment and the use of leave is to:
    a. Seek medical attention for the employee or the employee's family member to recover from a mental or physical illness, injury, or health condition caused by the domestic abuse, sexual assault, or harassment;
    b. Obtain services from a victim services organization;
    c. Obtain mental health or other counseling;
    d. Seek relocation due to the domestic abuse, sexual assault, or harassment; or
    e. Seek legal services, including preparation for or participation in a civil or criminal proceeding relating to or resulting from the domestic abuse, sexual assault, or harassment; or

4) due to a public health emergency, a public official has ordered closure of the employee's place of business or the school or place of care of the employee's child and the employee needs to be absent from work to care for the employee's child.

For purposes of this policy, "family member" means a person who is related to the employee by blood, marriage, civil union, or adoption, a child to whom the employee stands in loco parentis or a person who stood in loco parentis to the employee when the employee was a minor or a person for whom the employee is responsible for providing or arranging health- or safety-related care.

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.

Notice and Documentation

Employees may make requests to use paid sick leave orally, in writing, electronically, or by any other means acceptable to the Company. When possible, employee should include the expected duration of the absence. Employees must provide reasonable advance notice of the need to use accrued paid sick leave the employee's manager if the need is foreseeable and also much make a reasonable effort to schedule the use of paid sick leave in a manner that does not unduly disrupt the operations of the Company. Where the need is not foreseeable, employees should provide notice as early as practicable.

The Company may require reasonable documentation that the paid sick leave was used for a purpose authorized under applicable law for paid sick leave used for four (4) or more consecutive work days. The Company will not require the disclosure of details relating to domestic violence, sexual assault, or stalking or the details of an employee's or an employee's family member's health information as a condition of providing paid sick leave.

Payment. Paid sick leave will be paid at the same hourly rate or salary and with the same benefits, including health care benefits, as the employee normally earns during hours worked. 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-eight (48) hours of accrued, unused paid sick leave under this policy to the following calendar year. Accrued but unused paid sick leave under this policy will not be paid at separation.

Additional Public Health Emergency Paid Sick Leave. In addition to paid sick leave accrued as set forth above, on the date a public health emergency is declared, the Company will supplement each employee's accrued paid sick leave as necessary to ensure that an employee may take the following amounts of paid sick leave for the purposes specified below: for employees who normally work forty (40) or more hours in a week, at least eighty (80) hours; for employees who normally work fewer than forty (40) hours in a week, at least the greater of either the amount of time the employee is scheduled to work in a fourteen (14) day period or the amount of time the employee actually works on average in a fourteen (14) day period. The Company may count an employee's unused accrued paid sick leave as forth above toward the supplemental paid sick leave required for a public health emergency. An employee may use public health emergency paid sick leave until four (4) weeks after the official termination or suspension of the public health emergency. Employees may use public health emergency

paid sick leave for the following absences related to a public health emergency:

1. an employee's need to self-isolate and care for oneself because the employee is diagnosed with a communicable illness that is the cause of a public health emergency, self-isolate and care for oneself because the employee is experiencing symptoms of a communicable illness that is the cause of a public health emergency, seek or obtain medical diagnosis, care, or treatment if experiencing symptoms of a communicable illness that is the cause of a public health emergency, seek preventive care concerning a communicable illness that is the cause of a public health emergency; or
2. an employee's need to care for a family member who is self-isolating after being diagnosed with a communicable illness that is the cause of a public health emergency, is self-isolating due to experiencing symptoms of a communicable illness that is the cause of a public health emergency, needs medical diagnosis, care, or treatment if experiencing symptoms of a communicable illness that is the cause of a public health emergency, or is seeking preventive care concerning a communicable illness that is the cause of a public health emergency;
3. with respect to a communicable illness that is the cause of a public health emergency:
    a. A local, state, or federal public official or health authority having jurisdiction over the location in which the employee's place of employment is located or the employee's employer determines that the employee's presence on the job or in the community would jeopardize the health of others because of the employee's exposure to the communicable illness or because the employee is exhibiting symptoms of the communicable illness, regardless of whether the employee has been diagnosed with the communicable illness; or
    b. Care of a family member after a local, state, or federal public official or health authority having jurisdiction over the location in which the family member's place of employment is located or the family member's employer determines that the family member's presence on the job or in the community would jeopardize the health of others because of the family member's exposure to the communicable illness or because the family member is exhibiting symptoms of the communicable illness, regardless of whether the family member has been diagnosed with the communicable illness;
4. care of a child or other family member when the individual's child care provider is unavailable due to a public health emergency, or if the child's or family member's school or place of care has been closed by a local, state, or federal public official or at the discretion of the school or place of care due to a public health emergency, including if a school or place of care is physically closed but providing instruction remotely;
5. an employee's inability to work because the employee has a health condition that may increase susceptibility to or risk of a communicable illness that is the cause of the public health emergency.

Employees must notify the Company of the need for public health emergency paid sick leave as soon as practicable when the need for paid sick leave is foreseeable and the Company's place of business has not been closed. Documentation is not required to take public health emergency paid sick leave. Employees are only eligible for public health emergency paid sick leave in the amount described above once during the entirety of a public health emergency even if such public health emergency is amended, extended, restated, or prolonged.

Enforcement & Retaliation

The Company cannot retaliate against an employee for requesting or using paid sick leave and an employee has the right to file a complaint with the Division Of Labor Standards and Statistics in the Colorado Department of Labor and Employment or bring a civil action if paid sick leave is denied by the Company or the Company retaliates against the employee for exercising the employee's rights under applicable law.

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

8-5. 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.

COLORADO
Department of
Labor and Employment

COMPS Order #36 Poster

Colorado Overtime and Minimum Pay Standards Order

Division of Labor Standards & Statistics

Effective March 16, 2020

Colorado Minimum Wage: $12.00 per hour, or $8.98 for Tipped Employees, effective 1/1/2020.

- The minimum wage adjusts annually by inflation; next year's COMPS Order and Poster will provide the 2021 minimum wage.
- The minimum wage applies to all adults and emancipated minors, whether paid hourly or an other basis (salary, commission, piecework, etc.), unless exempted by COMPS Order Rule 2. Unemancipated minors may be paid 15% below the minimum.
- The federal minimum wage ($7.25) and any local minimum wages (including $12.85 in Denver as of 1/1/20) may also apply. If work is covered by multiple minimum or overtime wage rules, the rule with the higher wage or standard applies.

Overtime: 1½ times the regular pay rate for hours over 40 weekly, 12 daily, or 12 consecutive.

- Hours in two or more weeks cannot be averaged in computing overtime.
- Employers may not provide time off (often called "comp time") instead of time-and-a-half premium pay for overtime hours.

Meal Periods: 30 minutes uninterrupted and duty-free, for shifts over 5 hours.

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

Rest Periods: 10 minutes, paid, every 4 hours.

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

- Rest periods need not be off-site but must not include work and should be in the middle of the 4 hours to the extent practical.
- Two 5-minute rest periods, instead of one 10-minute, are permitted if employees and employers agree voluntarily and without coercion, and if 5 minutes is enough to go back and forth to a bathroom or other place where a genuine break would be taken. Additional flexibility with 5-minute periods applies to agriculture, Medicaid home care, and collectively bargained work.
- Employers that do not authorize and permit rest periods must pay extra for the work time that would have been rest periods.

Time Worked: Time employers allow performance of labor/services for their benefit must be paid.

- All time on-premises, on duty, or at prescribed workplaces (but not just letting off-duty employees be on-premises), including:
  - putting on or removing work clothes/gear (but not clothes worn outside work), cleanup/setup, or other off-the-clock duty;
  - awaiting assignments at work, or receiving or sharing work-related information; or
  - security/safety screening, clocking/checking in or out; or
  - waiting for any of the above tasks.
- Travel for employer benefit is time worked; normal home/work travel is not.
- For more on travel time and sleep time, see Rule 1.9.2.

Deductions, Credits, & Charges from Wages: Subject to limits in C.R.S. 8-4-105 and below.

- Tip credits of up to $3.02 per hour (lowering minimum wages to $8.98) are allowed for those regularly, customarily receiving over $30 per month in tips. If hourly pay plus tips is below the full minimum wage, the employer must pay the difference.
- Meal credits are allowed for the cost or value (without employer profit) of a voluntarily accepted meal.
- Lodging deductions are allowed only if housing is voluntarily accepted by the employee, primarily for the employee's (not employer's) benefit, recorded in writing, and limited to $25 or $100 per week (depending on the housing type).
- Uniforms that are ordinary clothes, without special material or design, need not be provided; other uniforms must be provided at no cost. Employers must pay for any special cleaning required, and cannot require deposits or deduct for ordinary wear and tear.

Exemptions from the COMPS Order: All listed in Rule 2; key exemptions listed below.

- Executives/supervisors, decision-making administrative employees, and professionals (Rule 2.2.1-3) paid the exempt salary:

Salary through 6/20	7/20-12/20	2021	2022	2023	2024	Each Year After 2024
Equal to at least minimum wage for all hours	$35,568	$40,500	$45,000	$50,000	$55,000	Prior year's salary, inflation-adjusted

- 20% owners, or at a nonprofit the highest-paid/highest-ranked employee, if actively engaged in management (2.2.5).
- Highly technical computer-related employees (defined in 2.2.10), if paid at least $27.63 per hour.
- Various in-residence workers, including property managers, range workers, and camp/outdoor education field staff (2.2.7).
- Various, but not all, types of salespersons (2.2.4, 2.4.1, 2.4.2) and transportation workers (2.2.6).
- Certain medical transportation and hospital/nursing home employees have modified overtime rules (2.4.4, 2.4.5).
- Downhill ski/snowboard employees, including on-mountain food but not lodging, are exempt from 40-hour overtime (2.4.3).
- Agriculture jobs are exempt from overtime and meal periods, and have more flexibility as to rest periods (2.3).

Complaint & Anti-Retaliation Rights.

- The Division of Labor Standards and Statistics (contact info at the top of this Poster) accepts complaints for unpaid minimum or overtime wages required by federal, state, or local law. Alternatively, employees may file lawsuits in court.
- Parties liable for unpaid wages include the employer an an entity, and individuals with operational control over the entity.
- Employers cannot retaliate by threatening, coercing, or discriminating for purposes of reprisal, interference, or obstruction, as to actual or anticipated wage investigations, hearings, complaints, or proceedings.
- Violations of wage or anti-retaliation provisions may be reported to the Division as complaints or as anonymous tips.

Posting & Translation of COMPS Order Poster.

- Posting: Employers must display this Poster where employees can easily read it during the workday. If physical posting is impractical, employers must provide copies of this Poster or the COMPS Order to each employee in the first month of work.
- Distribution: Employers must provide this Poster upon request, and include a copy with any written handbook or policies.
- Translation: If employees have limited English language ability and speak Spanish, employers must post this Poster in Spanish. If employees speak a language other than Spanish, the employer must ask the Division for a Poster in that language.

This Poster summarizes key wage rules in the COMPS Order, but not all, and should not be relied upon as complete information on wage rules.

For the full COMPS Order and other wage law information, or with wage law questions, contact:

Division of Labor Standards and Statistics, coloradolaborlaw.gov, cdle_labor_standards@state.co.us, 303-318-8441 / 888-390-7936.

SECTION 9 - CONNECTICUT ADDENDUM

9-1. Sexual Harassment (Addendum to Sexual Harassment 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. Sexual harassment is defined in Conn. Gen. Stat. §46a-60(b)(8) as any unwelcome sexual advances or request for sexual favors or any conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of sexual harassment include:

- Unwelcome sexual advances
- Suggestive or lewd remarks
- Unwanted hugs, touches, or kisses
- Requests for sexual favors
- Retaliation for complaining about sexual harassment
- Derogatory or pornographic posters, cartoons or drawings

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 Connecticut Commission on Human Rights and Opportunities (the "Commission") at 860-541-3400, CT Toll Free 1-800-477-5737, or online at www.ct.gov/CHRO.

Individuals who engage in acts of sexual harassment may be subject to civil penalties in the form of a cease and desist orders, back pay, compensatory damages, hiring, promotion or reinstatement, emotional distress, as well as attorney's fees, costs, pre- and post- judgment interest and punitive damages (if the case is tried in court). Individuals may also be subject to additional criminal penalties stemming from acts of sexual harassment.

Connecticut law requires that a written complaint be filed with the Commission within 300 days of the date the alleged harassment for events occurring on or after October 1, 2019. For harassment occurring before October 1, 2019, complaints must be filed within 180 days of the harassment.

9-2. Pregnancy Accommodations

In compliance with Connecticut law, Chenega Corporation will not discriminate against the 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 the employee in a way that would deprive the employee of employment opportunities due to the

employee's pregnancy.

Reasonable Accommodations

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 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
- break time and appropriate facilities for expressing breast milk

The Company will not force the 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 the employee to take leave if another reasonable accommodation can be provided to the employee's condition related to the pregnancy, childbirth or a related medical condition.

Enforcement and Retaliation

The Company will not retaliate against the employee in the terms, conditions or privileges of the employee's employment based upon the employee's request for a reasonable accommodation under this policy. Further, the Company will not deny employment opportunities to the employee or prospective employee due to the 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 under this policy, they should contact the Human Resources.

SECTION 10 - DELAWARE ADDENDUM

10-1. 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.

SECTION 11 - DISTRICT OF COLUMBIA ADDENDUM

11-1. Accommodations For Pregnancy, Childbirth and Breastfeeding

Chenega Corporation 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. The Company will engage in a good faith and timely interactive process to determine whether a reasonable accommodation can be provided for such employees. Employees may be asked to provide 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.

Employees with questions regarding this policy can contact the Human Resources.

11-2. Sick and Safe Leave

Eligibility

The Company provides paid sick leave to all District of Columbia employees pursuant to the District of Columbia Accrued Sick and Safe Leave Act, as amended.

Accrual

Employees begin to accrue paid sick leave pursuant to this policy from the date of hire. Employees accrue paid sick leave at a rate of one (1) hour for every 37 hours worked up to a maximum of 7 days per calendar year. For purposes of this policy, the calendar year is the consecutive 12-month period based on employee anniversary date.

Usage

Employees may begin using paid sick leave under this policy after the 90th day of employment.

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

- an absence resulting from a physical or mental illness, injury, or medical condition of the employee;
- an absence resulting from obtaining professional medical diagnosis or care or preventive medical care for the employee; or
- 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 paragraphs (1) and (2) above.

The 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:

- 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 stalking, domestic violence, or sexual abuse;
- obtaining services for the employee or the employee's family member from a victim services organization;
- obtaining psychological or other counseling services for the employee or the employee's family member;
- the temporary or permanent relocation of the employee or the employee's family member;
- taking legal action, including preparing for or participating in any criminal or civil proceeding related to or resulting from stalking, domestic violence, or sexual abuse; or
- 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.

Notice & Documentation

If possible, employees must provide at least 10 days prior notice of the planned use of paid sick leave under this policy. Where 10 days prior notice is not possible, the employee must provide notice as soon as possible, ideally in writing. In the case of an emergency, employees must notify the Company of need to use paid sick leave prior to the start of their next shift or within 24 hours of the onset of the emergency, whichever is sooner. Employees are required to make a reasonable effort to schedule paid sick leave in a manner that does not unduly disrupt the Company's operations. If paid sick 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.

Employees are required to provide reasonable certification of the reason for leave within one business day of return to work where the requested leave under this policy is for three or more consecutive days. A reasonable certification may include:

- a signed document from a health care provider affirming the illness of the employee or the employee's family member;
- a police report indicating that the employee or the employee's family member was the victim of stalking, domestic violence, or sexual abuse;
- a court order indicating that the employee or employee's family member was the victim of stalking, domestic violence, or sexual abuse;
- a signed written statement from a victim and witness advocate affirming that the employee or employee's family member is involved in legal action or proceedings related to stalking, domestic violence, or sexual abuse. The signed statement shall include only the name of the employee or employee's family member who is a victim and the date on which services were sought; or
- a signed written statement from a victim and witness advocate, or domestic violence counselor affirming the employee or employee's family member sought services to enhance the physical, psychological, economic health or safety of the employee or employee's family member.

Payment

Paid sick leave under this policy will be calculated based on the employee's base pay rate at the time of absence.

It does not include overtime or any special forms of compensation such as incentives, commissions, or bonuses.

Payout

Accrued but unused paid sick leave under this policy will not be paid at separation.

Enforcement & Retaliation

The Company prohibits retaliation against any employees who assert their rights to receive paid sick leave under this policy. The Office of Wage-Hour of the D. C. 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.

11-3. Sick and Safe Leave

Chenega Corporation realizes that it is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All employees will be allowed time off to perform such civic service as required by law. Employees are expected, however, to provide proper notice of a request to perform jury duty and verification of their service, including fees received for jury duty service.

Employees also are expected to keep management informed of the expected length of jury duty service and to report to work for the major portion of the day if excused by the court. If the required absence presents a serious conflict for management, employees may be asked to try to postpone jury duty.

The Company will pay full-time employees their regular wages, less the fee received for jury service, for up to five (5) days of jury service. Exempt employees will be paid their full salary less jury duty fees for any week in which they performed work for the Company and missed work due to jury service.

The employee will not be considered a full-time employed juror on any day of jury service in which that employee:

- would not have accrued regular wages to be paid by the Company if the employee were not serving as a juror on that day; or
- would not have worked more than half of a shift that extends into another day if the employee was not serving as a juror on that day.

11-4. Family and Medical Leave

Employees may be entitled to a leave of absence under the Family and Medical Leave Act ("FMLA") and/or the D.C. Family and Medical Leave Act ("DCFMLA"). This policy provides employees with information concerning FMLA/DCFMLA entitlements and obligations employees may have during such leaves. Whenever permitted by law, the Company will run FMLA leave concurrently with DC FMLA and any other leave provided under state or local law. If employees have any questions concerning FMLA/DCFMLA leave, they should contact Human Resources.

I. **Eligibility**

FMLA leave is available to "FMLA eligible employees." To be an "FMLA eligible employee," the employee must: 1) have been employed by the Company for at least 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 50 or more employees are located within 75 miles of the worksite.

Special hours of service eligibility requirements apply to airline flight crew employees.

DCFMLA leave is available to "DCFMLA eligible employees." To be a "DCFMLA eligible employee," the employee must: 1) have been employed by the Company for at least 1 year without a break in service except for regular holiday, sick or personal leave; 2) have worked at least 1,000 hours during the 12 month period preceding the leave; and 3) be employed by an employer with 20 or more employees in D.C.

II. **Entitlements**

As described below, the FMLA and/or DCFMLA provides eligible employees with a right to leave, health insurance benefits and, with some limited exceptions, job restoration.

A. **Basic FMLA and DCFMLA Leave Entitlement**

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The DCFMLA provides eligible employees up to 16 workweeks of unpaid leave for certain family reasons during a 24-month period. In addition, the DCFMLA provides eligible employees up to 16 workweeks of unpaid leave in a 24-month period for the employee's own serious health condition that makes the employee unable to perform the functions of his/her position. The 12 or 24-month period is determined based on a rolling 12-month period measured backward from the date an employee uses his/her FMLA leave. The total leave shall not exceed 12 weeks in any 12-month period (FMLA) or 32 weeks in any 24-month period (DCFMLA) except for leave to care for an injured servicemember which shall not exceed 26 weeks of leave during a single 12 month period as described in more detail below. Where both laws apply, the leave provided by each will run concurrently. It is the Company's policy to provide the greater leave benefit provided under the FMLA or DCFMLA and to run leave concurrently under the FMLA and DCFMLA whenever possible.

Leave may be taken for any one, or for a combination, of the following reasons:

- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse (or domestic partner or person with whom the employee shares or has shared, within the last year, a mutual residence and with whom the employee maintains a committed relationship - DCFMLA only), son, daughter (child can be over the age of 18 and can be a child who lives with the employee and for whom the employee permanently assumes and discharges parental responsibility - DCFMLA only), parent (or parent-in-law- DCFMLA only) or a person to whom the employee is related by blood or legal custody (DCFMLA only), who has a **serious health condition**;
- 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; and/or
- Because of any **qualifying exigency** arising out of the fact that the employee's spouse, son, daughter

or parent is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty) in the Reserve component of the Armed Forces for deployment to a foreign country in support of contingency operation or Regular Armed Forces for deployment to a foreign country. (FMLA only).

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 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 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.

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.

B. **Additional Military Family Leave Entitlement (Injured Servicemember Leave) (FMLA Only)**

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a **covered servicemember** is entitled to take up to 26 weeks of leave during a single 12-month period to care for the servicemember with a serious injury or illness. Leave to care for a servicemember shall only be available during a single-12 month period and, when combined with other FMLA-qualifying leave, may not exceed 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.

A **"covered servicemember"** 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, is otherwise in outpatient status, or is on the temporary retired list, for a serious injury or illness. These individuals are referred to in this policy as "current members of the Armed Forces." Covered servicemembers also include a veteran who is discharged or released from military service under conditions 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.

C. **Intermittent Leave and Reduced Leave Schedules**

FMLA and/or DCFMLA leave usually will be taken for a period of consecutive days, weeks or months. However, employees also are entitled to take FMLA and/or DCFMLA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member or the serious injury or illness of a covered servicemember (FMLA only). Leave due to

qualifying exigencies may also be taken on an intermittent or reduced schedule basis. Unless agreed to by the Company, employees may not take family leave that only qualifies under the DCFMLA for a period of more than 24 months.

D. No Work While on Leave

The taking of another job while on FMLA/DCFMLA leave or any other authorized leave of absence is grounds for immediate discharge, to the extent permitted by applicable law.

E. Protection of Group Health Insurance Benefits

During FMLA and/or DCFMLA leave, eligible employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work.

F. Restoration of Employment and Benefits

At the end of FMLA leave, subject to some exceptions including situations where job restoration of "key employees" will cause the Company substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. The Company will notify employees if they qualify as "key employees," if it intends to deny reinstatement, and their rights in such instances. As with FMLA leave, at the end of DCFMLA 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. Under the DCFMLA, key employees may be denied job restoration if the employee is among the five highest paid employees of an employer of fewer than 50 persons or among the highest 10% of employees of an employer with 50 or more employees and the following conditions are met: (1) denial of restoration is necessary to prevent substantial economic injury to the Company's operations and the injury is not directly related to the leave that the employee took; and (2) the Company notifies the employee of the intent to deny restoration of employment and the basis for the decision at the time the Company determines denial of restoration of employment is necessary. Use of FMLA/DCFMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA/DCFMLA leave.

G. Notice of Eligibility for, and Designation of, FMLA and DCFMLA Leave

Employees requesting FMLA leave are entitled to receive written notice from the Company telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of: 1) their rights and responsibilities in connection with such leave; 2) the Company's designation of leave as FMLA-qualifying or non-qualifying, and if not FMLA- qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the employee's leave entitlement.

The Company may retroactively designate leave as FMLA/DCFMLA leave with appropriate written notice to employees provided the Company's failure to designate leave as FMLA/DCFMLA -qualifying at an earlier date did not cause harm or injury to the employee.

In all cases where leaves qualify for FMLA/DCFMLA protection, the Company and employee can mutually agree that leave be retroactively designated as FMLA/DCFMLA leave.

III. Employee FMLA and DCFMLA Leave Obligations

A. Provide Notice of the Need for Leave

Employees who wish to take FMLA and/or DCFMLA leave must timely notify the Company of their need for FMLA and/or DCFMLA leave. The following describes the content and timing of such employee notices.

1. Content of Employee Notice

To trigger FMLA and/or DCFMLA leave protections, employees must inform their Supervisor of the need for FMLA/DCFMLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA and/or DCFMLA leave specifically or explaining the reasons for leave so as to allow the Company to determine that the leave is FMLA/DCFMLA-qualifying. For example, employees might explain that:

- a medical condition renders them unable to perform the functions of their job; they are pregnant or have been hospitalized overnight;
- they or a covered family member (including domestic partner and parent-in-law under DCFMLA) are under the continuing care of a health care provider;
- the leave is due to a qualifying exigency cause by a military member being on covered active duty or called to covered active duty status to a foreign country (FMLA only); or
- if the leave is for a family member, that the condition renders the family member unable to perform daily activities or that the family member is a covered servicemember with a serious injury or illness (FMLA only).

Calling in "sick," without providing the reasons for the needed leave, will not be considered enough notice for FMLA leave under this policy. Employees must respond to the Company's questions to determine if absences are potentially FMLA-qualifying.

If employees fail to explain the reasons for FMLA and/or DCFMLA leave, the leave may be denied. When employees seek leave due to FMLA/DCFMLA-qualifying reasons for which the Company has previously provided FMLA/DCFMLA-protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA and/or DCFMLA leave.

2. Timing of Employee Notice

Employees must provide 30 days' advance notice of the need to take FMLA and/or DCFMLA leave when the need is foreseeable. When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide the Company notice of the need for leave as soon as practicable under the facts and circumstances of the case. Employees who fail to give 30 days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA notice obligations, may have FMLA and/or DCFMLA leave delayed or denied.

B. Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules

When planning medical treatment, employees must consult with the Company and make a reasonable effort

to schedule treatment so as not to unduly disrupt the Company's operations, subject to the approval of the employee's health care provider. Employees must consult with the Company prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the Company and the employees, subject to the approval of the employee's health care provider. If employees providing notice of the need to take FMLA/DCFMLA leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, the Company may require employees to attempt to make such arrangements, subject to the approval of the employee's health care provider.

When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered servicemember, the Company may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

When employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, employees must advise the Company of the reason why such leave is medically necessary. In such instances, the Company and employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting the Company's operations, subject to the approval of the employee's health care provider.

C. **Submit Medical Certifications Supporting Need for FMLA/DCFMLA Leave (Unrelated to Requests for Military Family Leave)**

Depending on the nature of FMLA/DCFMLA leave sought, employees may be required to submit medical certifications supporting their need for FMLA-qualifying leave. As described below, there generally are three types of FMLA medical certifications: an **initial certification**, a **recertification** and a **return to work/fitness for duty certification.**

It is the employee's responsibility to provide the Company with timely, complete and enough medical certifications. Whenever the Company requests employees to provide FMLA/DCFMLA medical certifications, employees must provide the requested certifications within 15 calendar days after the Company's request, unless it is not practicable to do so despite the employee's diligent, good faith efforts. The Company will inform employees if submitted medical certifications are incomplete or need more information and provide employees at least seven calendar days to cure deficiencies. The Company will deny FMLA leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications, to the extent permitted by applicable law.

With the employee's permission, the Company (through individuals other than the employee's direct supervisor) may contact the employee's health care provider to authenticate or clarify completed and enough medical certifications. If employees choose not to provide the Company with authorization allowing it to clarify or authenticate certifications with health care providers, the Company may deny FMLA leave if

certifications are unclear, to the extent permitted by applicable law.

Whenever the Company deems it appropriate to do so, it may waive its right to receive timely, complete and/or enough FMLA/DCFMLA medical certifications.

1. **Initial Medical Certifications**

Employees requesting leave because of their own, or a covered relation's, serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If the Company has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at the Company's expense. If the opinions of the initial and second health care providers differ, the Company may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Company and the employee.

2. **Medical Recertifications**

Depending on the circumstances and duration of FMLA/DCFMLA leave, the Company may require employees to provide recertification of medical conditions giving rise to the need for leave. The Company will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification.

3. **Return to Work/Fitness for Duty Medical Certifications**

Unless notified that providing such certifications is not necessary, employees returning to work from FMLA/DCFMLA leaves that were taken because of their own serious health conditions that made them unable to perform their jobs must provide the Company medical certification confirming they are able to return to work and the employees' ability to perform the essential functions of the employees' position, with or without reasonable accommodation. The Company may delay and/or deny job restoration until employees provide return to work/fitness for duty certifications.

D. **Submit Certifications Supporting Need for Military Family Leave**

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the covered active duty or call to covered active duty status of a military member, the Company may require employees to provide: 1) a copy of the military member's active duty orders or other documentation issued by the military indicating the military member is on covered active duty or call to covered active duty status and the dates of the military member's covered active duty service; and 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different covered active duty or call to covered active duty status of the same or a different covered military member.

When leave is taken to care for a covered servicemember with a serious injury or illness, the Company may require employees to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, and in accordance with the FMLA regulations, the Company may request that the certification submitted by employees set forth additional information provided by the

employee and/or the covered servicemember confirming entitlement to such leave.

E. Substitute Paid Leave for Unpaid FMLA and DCFMLA Leave

Employees may use any accrued paid time while taking unpaid FMLA leave. Employees may elect to use accrued paid time while taking unpaid DCFMLA leave.

The substitution of paid time for unpaid FMLA and/or DCFMLA leave time does not extend the length of FMLA/DCFMLA leave and the paid time will run concurrently with the employee's FMLA/DCFMLA entitlement.

Leaves of absence taken in connection with a disability leave plan or workers' compensation injury/illness shall run concurrently with any FMLA and/or DCFMLA leave entitlement.

Upon written request, the Company will allow employees to use accrued paid time to supplement any paid disability benefits.

F. Pay Employee's Share of Health Insurance Premiums

During FMLA/DCFMLA leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. Unless the Company notifies employees of other arrangements, whenever employees are receiving pay from the Company during FMLA/DCFMLA leave, the Company will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working.

If FMLA/DCFMLA leave is unpaid, employees must pay their portion of the group health premium using a method determined by the Company upon leave.

The Company's obligation to maintain health care coverage ceases if the employee's premium payment is more than 30 days late. If the 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 within 30 calendar days 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), they will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid FMLA/DCFMLA leave.

IV. Coordination of FMLA/ DCFMLA Leave with Other Leave Policies

The FMLA and DCFMLA do not affect any federal, state or local law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement that provides greater family or medical leave rights. However, whenever permissible by law, the Company will run FMLA and/or DCFMLA leave concurrently with any other leave provided under state or local law. For additional information concerning leave entitlements and obligations that might arise when FMLA/DCFMLA leave is either not available or exhausted, please consult the Company's other leave policies in this handbook or contact Human Resources.

V. Questions and/or Complaints about FMLA and DCFMLA Leave

If employees have questions regarding this FMLA/DCFMLA policy, they should contact Human Resources. The Company is committed to complying with the FMLA and DCFMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA and DCFMLA.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If employees believe their FMLA rights have been violated, they should contact Human Resources immediately. The Company will investigate any FMLA complaints and take prompt and appropriate remedial action to address and/or remedy any FMLA violation. Employees also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

11-5. Parental Leave

Chenega Corporation will grant employees who are parents, guardians, aunts, uncles, grandparents or step-parents of school-age children up to 24 hours of unpaid leave during any 12-month period to attend or participate in a school-related event in which the employee's child is a participant or a subject. When possible, 10 days' advance notice is required. Employees may use accrued paid time off for this purpose. Leave may be denied if it would unduly disrupt the Company's business.

11.6. D.C. Paid Leave Benefits

Employees may be eligible for paid leave benefits for covered events pursuant to the D.C. Universal Paid Leave Amendment Act ("UPLA"). The UPLA is a D.C. paid leave benefit administered by the Office of Paid Family Leave ("OPFL") at the DC Department of Employment Services. Benefits are funded through an employer payroll tax, not deducted from employees' pay. The District of Columbia (the "District") is solely responsible for determining whether an employee is eligible for paid leave benefits under the UPLA.

To be eligible for paid leave benefits, an employee must have been a covered employee during some or all of the 52 calendar weeks immediately preceding the qualifying event for which paid leave is being taken. A covered employee is someone who: (a) spends more than 50% of his or her work time for the Company working in the District; or (b) whose employment for the Company is based in the District, who regularly spends a substantial amount of the employee's work time for the Company in the District, and who does not spend more than 50% of the employee's work time for the Company in another jurisdiction.

- Paid leave benefits are available for the following covered events:
- Family Leave – to care for a family member with a serious health condition;
- Medical Leave – for an employee's own serious health condition; and
- Parental Leave – to bond with the employee's child after the child's birth, placement of a child with an employee for adoption or foster care, or placement of a child with an employee who will legally assume and discharge parental responsibility.

For purposes of paid leave benefits, a family member includes the employee's: biological, adopted, or foster child, a stepchild, a legal ward, a child of a domestic partner, or a person to whom an employee stands in loco parentis; biological, foster, or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child; a person to whom the employee is related by domestic partnership or marriage; grandparent, which means the biological, foster, adoptive, or step

parent of the employee's biological, foster, adoptive, or step parent; or a sibling, which means the biological, half-, step-, adopted-, or foster-sibling or sibling-in-law of the employee.

Parental leave benefits must be used within fifty-two (52) calendar weeks of the qualifying parental leave event.

The amount of paid leave benefits that may be payable varies depending on the covered event:

- Family Leave – up to 6 workweeks within a fifty-two (52) calendar week period
- Medical Leave – up to 2 workweeks within a fifty-two (52) calendar week period
- Parental Leave – up to 8 workweeks within a fifty-two (52) calendar week period

Additionally, the maximum amount of paid leave benefits that may be received in the aggregate within a fifty-two (52) calendar week period is 8 workweeks. The amount of benefits will be calculated by the District and will depend in part on an employee's average weekly wage as reported by the Company to the Department of Employment Services, subject to a maximum weekly benefit amount. Effective July 1, 2020 through October 1, 2021, the maximum weekly benefit amount is $1,000.

Employees may elect to receive paid leave benefits either intermittently or continuously in increments of no less than one (1) day.

Employees are subject to a seven (7) calendar day waiting period from the first day of a qualifying event, but will only be subject to one (1) waiting period of seven (7) calendar days during and for which no benefits are payable within a fifty-two (52) calendar-week period.

Employees that have experienced an event that may qualify for paid leave benefits may contact Human Resources for information about the District's paid leave benefits program and how to apply for benefits. Employees also can learn more about applying for benefits with the OPFL at dcpaidfamilyleave.dc.gov.

Employees must, to the extent practicable, provide written notice of the employee's need for the use of paid leave benefits to Human Resources before taking leave. If the need is foreseeable, the eligible employees must provide written notice at least ten (10) business days in advance. If the need is not foreseeable, the eligible employees must provide notice in writing, or orally in exigent circumstances, before the start of the work shift for which the individual intends to first take time off work for a covered event. In the case of an emergency that prevents an employee from providing notice before the start of the work shift for which the employee intends to first take time off work for a covered event, the eligible employee, or another individual on behalf of the eligible employee, must notify the Company in writing, or orally in exigent circumstances, within forty-eight (48) hours after the emergency occurs. The eligible employee, or another individual on behalf of the eligible employee, must supplement oral notice with written notice as soon as practicable. The eligible employee's written or oral notice to the Company should include: (i) the type of covered event; (ii) the expected duration of the time off work for the covered event; (iii) the expected start and end dates of the time off work for the covered event; and (iv) whether the paid leave benefits sought will initially be used continuously or intermittently.

The UPLA does not provide job protection to employees when they take time off work and receive paid leave benefits unless they qualify for such reinstatement under federal or D.C. family and medical leave laws. Any time off for events that qualify for paid leave benefits will run concurrently with other leaves of absence, such as Family and Medical Leave/D.C. Family and Medical Leave, if applicable. Please see the Family and Medical

Leave/ D.C. Family and Medical Leave policies for eligibility requirements.

The Company prohibits retaliation against an employee for requesting or using paid leave benefits or otherwise exercising or attempting to exercise any right provided in this policy or the UPLA.

Employees with questions regarding these benefits can contact Human Resources.

SECTION 12 - FLORIDA ADDENDUM

12-1. Domestic Violence Leave

Employees who have 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 the employee is the victim of domestic violence.

Leave may be used to:

- seek an injunction for protection against domestic violence or an injunction for protection in cases of repeat violence, dating violence or sexual violence;
- 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;
- 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;
- make their home secure from the perpetrator of the domestic violence or to seek new housing to escape the perpetrator; or
- 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. Except for 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 the employees or their family or household member, three (3) days advance notice of the need for leave is required.

Documentation of the act of domestic violence, 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.

All paid time off available must be exhausted before receiving this leave.

SECTION 13 - HAWAII ADDENDUM

13-1. Pregnancy Accommodations

Chenega Corporation will endeavor to make every reasonable accommodation to the needs of employees disabled due to pregnancy, childbirth or related medical conditions.

Reasonable accommodations may include, but are not limited to:

- allowing time off from work for doctor's appointments;
- allowing the pregnant employee to sit instead of stand while working;
- excusing from or providing assistance for lifting tasks;
- reassigning the pregnant employee to a light duty and/or other vacant position;
- allowing more frequent breaks or rest periods; and
- allowing the pregnant employee to take sick leave.

Employees disabled due to pregnancy, childbirth or related medical conditions will be granted an unpaid leave of absence for a reasonable period of time as determined by their job duties and physician. The employee must submit a physician's certificate in advance of the leave, setting forth the anticipated start and end dates for leave.

In order to return to work, a return to work certification is required. During leave, the employee may qualify for monetary short-term disability benefits or time off benefits to the same extent as any other employee. This leave runs concurrently with any applicable federal or state family and medical leave.

Leave under this policy runs concurrently with all other applicable Company leaves, to the extent permitted by applicable law. Health insurance benefits will continue during leave, subject to the terms of the health insurance plans.

The Company will not penalize employees because they require time away from work on account of a disability resulting from pregnancy, childbirth or related medical conditions.

If employees have any questions regarding this policy or if they wish to request an accommodation, they should contact the Human Resources.

13-2. Statutory Short-Term Disability Benefits

Chenega Corporation also provides statutory short-term disability insurance.

This is solely a monetary benefit and not a leave of absence. Employees who will be out of work must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

13-3. Leave for Children's Educational Needs

Chenega Corporation will grant employees who are parents or guardians of school-age children up to two (2) hours of paid leave on up to two (2) occasions during any calendar year to attend parent-teacher conferences

and parent-caregiver conferences for preschoolers attending a licensed group child care center. Reasonable notice must be provided.

SECTION 14 - ILLINOIS ADDENDUM

14-1. Pregnancy Accommodations

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

Employees will not be required to accept an accommodation that they did not request or to which they did not agree, nor will they be forced to take leave if another reasonable accommodation is available.

The employee may be required to provide certification from a health care provider concerning the 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:

- medical justification for the requested accommodation(s);
- a description of the reasonable accommodation(s) medically advisable; the date the accommodation(s) became advisable; and
- 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 Company's need to make a reasonable accommodation, and the Company will not retaliate against employees who request an accommodation or otherwise exercise their 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 contacting the IDHR at any of the offices shown below or by completing the form at https://www2.illinois.gov/DHR/Pages/default.aspx.

Chicago Office	Springfield Office
100 W. Randolph St.	535 West Jefferson
10th Floor	1st Floor
Intake Unit	Intake Unit
Chicago, IL 60601	Springfield, IL 62704
(312) 814-6200	(217) 785-5100

Employees with questions or concerns regarding this policy or who would like to request an accommodation

should contact the Human Resources.

14-2. 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 under the general Paid Sick Time policy, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general Paid Sick Time policy.

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 based on employee anniversary date.

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 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 may be used when:

- The employee is ill or injured, or for the purpose of receiving medical care, treatment, diagnosis, or preventative medical care;
- A family member is ill or injured, or for the purpose of receiving medical care, treatment, diagnosis, or preventative medical care;
- The employee or a family member is the victim of domestic violence; or
- 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 the employee's manager. When the use of earned sick leave is not reasonably foreseeable, the employee is required to provide notice to the employee's manager 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.

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.

14-3. Discrimination and Sexual Harassment Notice (Addendum to Sexual Harassment 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.

Reasonable Accommodation

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.

Retaliation

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

Reporting Procedures

Aside from the internal complaint process at The Chenega Corporation, employees may choose to file a charge of discrimination or sexual harassment under the Act with the IDHR. The charge process for violations of the law can be initiated by completing the form at https://www2.illinois.gov/DHR/Pages/default.aspx or by contacting the IDHR at IDHR.Intake@illinois.gov, or any of these offices:

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

Springfield Office
535 W. Jefferson Street,
1st Floor Intake Unit
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.

14-4. Sick Days

Full-time employees are eligible to receive up to six (6) paid sick days each year. For purposes of this policy, the year is the consecutive 12-month period based on employee anniversary date.

To the extent employees covered under this policy are eligible for sick time under the general Sick Days policy,

this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general Sick Days policy.

If the employees will be out of work due to illness, they must call in and notify their supervisor as early as possible, but at least by the start of the workday. If the employees call in sick for three (3) or more consecutive days, they may be required to provide their supervisor with a doctor's note on the day they return to work.

Sick days must be taken during the year they are received. Accrued, unused sick time cannot be carried over from one year into the next and is not paid out at separation.

Sick days must be used in at least half-day increments.

While sick days are intended to cover only the employee's own illnesses, half of the employee's sick days may be used to care for a family member (including the employee's child, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent or stepparent) with an illness, injury or medical appointment.

Advanced but unaccrued sick days will be deducted from the employee's final paycheck to the extent permitted by and in accordance with state law.

14-5. Child Bereavement Leave

Employees who are eligible for leave under the federal Family and Medical Leave Act (FMLA) and who suffer the loss of a child may take up to two (2) weeks of unpaid leave for any or all of the following purposes:

- to attend the funeral or alternative to a funeral;
- to make arrangements necessitated by the death of the employee's child; or to grieve the death of the employee's child.

For purposes of this policy, "child" means the 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.

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 (1) child in a 12-month period, the 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 60 days of the date on which the employee received notice of the death of the employee's child.

The employee requesting leave under this policy generally must provide Chenega Corporation with at least 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.

14-6. Voluntary Emergency Workers Leave

Chenega Corporation will not discharge employees who serve as volunteer emergency workers and are absent from or late to work due to their participation in an emergency. Volunteer emergency workers include volunteer firefighters, emergency medical technicians, ambulance drivers or attendants, first responders, members of county municipal emergency services and disaster agencies, and auxiliary policemen or deputies. Employees must make a reasonable effort to notify the Company that they may be absent from or late to work.

14-7. Family Military Leave Act

Chenega Corporation will grant eligible employees up to 15 days of unpaid family military leave if their spouse or child is called to military service with the State or the United States for more than 30 days. Family military leave must be taken during the time federal or state deployment orders are in effect.

To be eligible, the employee must have been employed for at least 12 months and have worked at least 1,250 hours during the 12-month period immediately preceding the request for family military leave. Employees may take family military leave only if they have exhausted all accrued vacation, personal, compensatory and other leave, except sick and disability leave.

The request for leave must be made at least 14 days in advance if the leave will consist of five (5) or more consecutive workdays. If the leave will consist of less than five (5) days, the request must be made with as much advance notice as is practicable.

Employees that take family military leave may elect to continue benefits at their own expense during the leave.

Employees that take family military leave will be reinstated to the position they held before commencing leave, or to a position with equivalent seniority, status, employee benefits, pay and other terms and conditions of employment.

Employees must provide certification from the proper military authority to verify their eligibility for the family military leave requested.

14-8. Leave for Victims of Domestic/ Sexual/Gender Violence

In accordance with the Illinois Victims' Economic Security and Safety Act, employees who are the victims of domestic violence, sexual violence or gender violence, or who have family or household members who are the victims of violence, sexual violence or gender violence, may be eligible for up to 12 weeks of **unpaid** leave within any 12-month period, and upon return will be restored to the same or an equivalent position.

Employees must substitute paid time off during unpaid leave taken under this policy, but this substitution of paid leave does not extend the total allowed leave period but runs concurrently with it. Leave for Victims of Domestic or Sexual Violence also runs concurrently with Family and Medical Leave when the reason for the leave qualifies for Family and Medical Leave, such as for a serious health condition. In these situations, the leave does not

extend any unpaid time available to the employee under Family and Medical Leave.

Reasons for Leave

Eligible employees may take Leave for Violence so that they or a member of their family or household may take part in one or more of the following actions:

- seek **medical attention** for or recover from physical or psychological injuries caused by domestic violence, sexual violence or gender violence;
- obtain services from a **victim's services** organization; obtain **psychological or other counseling**;
- participate in **safety planning**, including temporary or permanent relocation, or other actions to increase their physical safety or economic security; or
- seek **legal assistance** or remedies to ensure their health and safety.

Notice of Need for Leave

Eligible employees must provide the Company with at least 48 hours advance notice of the need for leave, unless such notice is not practicable.

Certification of the Need for Leave

To request leave, the employee must supply the Company with a sworn statement from the employee that the employee or a family or household member is a victim of domestic violence, sexual violence 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:

- a victim's services organization;
- a member of the clergy;
- an attorney;
- a medical professional from which the employee or family or household member has sought assistance;
- a police report or court record; or
- any other corroborating evidence.

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 the 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 or sexual violence or other circumstances beyond the employee's control.

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 you work per work week or workday).

Periodic Reports

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

14-9. School Visitation Leave

Parents and guardians having custody of schoolchildren from kindergarten through Grade 12 are provided up to eight (8) hours per year of unpaid time off (not to exceed four (4) hours in any single day) to attend school conferences or classroom activities related to the child if the conference or classroom activities cannot be scheduled during nonwork hours. Chenega Corporation may require proof that the employee attended school conferences or classroom activities related to the child. Employees first must exhaust all accrued paid time off, then they may take unpaid time off for this purpose. However, employees will be given the opportunity to make up any lost work time. Seven (7) days' written notice (except in emergency situations when 24-hours' notice is enough) must be given to the supervisor or manager before taking any time off for school children.

Employees must consult with the Company to schedule their leave so as not to unduly disrupt operations.

14-10. Business Expense Reimbursement

This policy establishes the procedures all employees must follow when they are required to incur business-related expenses on behalf of The Chenega Corporation.

Employees are expected to use good judgment regarding all expenses incurred while conducting business for The Chenega Corporation. Expenses must be reasonable in the circumstances, necessary and incidental to the performance of the business involved and for the primary benefit of Chenega Corporation rather than the employee.

Expense Reporting

Employees must properly substantiate all business expenses submitted for reimbursement in accordance with this policy.

Employees are responsible for properly substantiating all charges incurred on behalf of the Company. All expense reports should be submitted in a timely manner, no later than 30 calendar days from the date the expense was incurred. Expenses submitted more than 30 calendar days after being incurred may be denied for reimbursement, at the Company's discretion.

Employees are expected to submit original receipts or other supporting documentation for all business expenses incurred on behalf of the Company in accordance with this policy.

However, if a receipt or other supporting documentation is missing, lost or nonexistent, employees should contact the employee's Supervisor to discuss whether reimbursement may still be available.

Reimbursement

There are limits on the types and amounts of expenses that will be reimbursed in accordance with the Joint Travel Regulations (JTR).

- the Company will not reimburse employees for any of the following types of expenses: stretch limousines, traffic tickets incurred while traveling on business and parking tickets incurred while traveling on business.
- the Company will not reimburse employees for any single expense in excess of the JTR unless the employee obtains prior approval from their Manager. The Company also will not reimburse employees for expenses that attempt to evade this maximum amount, for example, where employees artificially split a single expense into two transactions so that both are under the limit.
- the Company will not reimburse employees for any expenses that are not required or that primarily benefit employees, rather than the Company. This includes, but is not limited to, expenses employees incur by purchasing smartphones or other electronic devices that the employees own, voice or data plans on such devices, Internet service at employees' residence, other home-office equipment or furniture, and like expenses. Even if items or services such as these are used for business purposes at times, employees are generally not required to purchase them in order to perform their job duties, and they are primarily for the employee's benefit rather than for the Company's. Accordingly, expenses for items or services of this nature will not be reimbursed by the Company.
- any other expenses that, in the Company's discretion, are unreasonable, extravagant, or not business-related, will not be reimbursed by the Company.

Expenses that violate any of the four guidelines above will not be reimbursed unless the employee received approval from the employee's Supervisor, in writing, prior to incurring the expense.

The Company assumes no responsibility to reimburse employees for expenses that are not in compliance with this policy.

SECTION 15 - INDIANA ADDENDUM

15-1. Family Military Leave

Employees who have been employed by Chenega Corporation for at least 12 months, have worked at least 1,500 hours during the 12-month period immediately preceding the day the leave begins, and are the spouse, parent, grandparent, child or sibling of an individual ordered to active duty, are eligible for an unpaid leave of absence for up to 10 days each calendar year.

Leave may be taken during any of the following periods:

during the 30 days before active duty orders are in effect;
during a period in which the military family member ordered to active duty is on leave while active duty orders are in effect;
during the 30 days after the active duty orders are terminated.

Employees may elect to substitute any accrued paid time off (except for paid medical or sick leave) for leave provided under this policy. If applicable, health care benefits will be continued at the employee's expense during the period of leave.

Employees must provide written notice to the Company at least 30 days in advance; notice must include a copy of the active duty orders (if available) and an indication of the date the leave will begin. If the active duty orders are issued less than 30 days before the date the requested leave is to begin, written notice must be provided as soon as possible under such circumstances. The Company reserves the right to require verification of eligibility for
this leave. Failure to provide such verification within a reasonable time after it was requested may result in the absence from employment being considered unexcused.

Upon returning from leave, in most cases the employee will be restored to the position they held before the leave began or to an equivalent position.

SECTION 16 - IOWA ADDENDUM

16-1. Pregnancy Leave

Employees are entitled to an unpaid leave of absence of up to eight (8) weeks for any pregnancy-related disability. Chenega Corporation may require verification of disability. Timely notice of leave is required. Leave runs concurrently with any other leave provided by the Company. Employees may substitute accrued time off during unpaid leave under this policy, but this substitution does not extend the length of the leave.

SECTION 17 - KENTUCKY ADDENDUM

17-1. Pregnancy Accommodation

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.

Chenega Corporation will provide a reasonable accommodation for employees with limitations related to pregnancy, childbirth or related medical conditions including, but not limited to, lactation or the need to express breast milk for nursing a 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.

- Accommodations may include, but are not limited to:
- more frequent or longer breaks;
- time off to recover from childbirth;
- acquisition or modification of equipment;
- appropriate seating;
- temporary transfer to a less strenuous or less hazardous position;
- job restructuring;
- light duty;
- modified work schedule; or
- private space that is not a bathroom for expressing breast milk.

Employees who would like an accommodation should contact Human Resources. Upon request for an accommodation, the Company will engage in a timely, good faith, interactive process with employees to determine effective reasonable accommodations.

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

The Company will not deny employment opportunities or take adverse action against employees 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 should contact the Human Resources.

17-2. 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 (7). Advance written notice is required. The Company may require verification of adoption. Leave runs concurrently with any other leave provided by the Company. Employees may substitute accrued time off during unpaid leave under this policy, but this substitution does not extend the length of the leave.

SECTION 18 - LOUISIANA ADDENDUM

18-1. School and Day Care Conference and Activities Leave

Chenega Corporation will grant employees who are parents or guardians of school-age children up to 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 nonwork hours of the employee. The employee must provide reasonable prior notice of the leave and must 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 under this policy, but this substitution does not extend the length of the leave.

SECTION 19 - MAINE ADDENDUM

19-1. Sexual Harassment (Addendum to Sexual Harassment Policy)

While employees are encouraged to report claims internally, if the employees believe they have been subjected to sexual harassment, they may file a formal complaint with the government agency set forth below. Using Chenega Corporation's complaint process does not prohibit employees from filing a complaint with these agencies.

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

19-2. Family Military Leave

Employees who have been employed by Chenega Corporation for at least 12 months, have worked at least 1,250 hours during the 12-month period immediately preceding the day the leave begins and are the spouse, domestic partner or parent of a Maine resident who is deployed for military service for more than 180 days pursuant to the orders of the Governor or the President of the United States, are eligible for an unpaid leave of absence for up to 15 days per deployment.

Leave may be taken during any of the following periods:

- during the 15 days immediately prior to deployment;
- during the deployment, if the military member is granted leave; or
- during the 15 days immediately following the period of deployment.

Employees may elect to substitute any accrued paid time off (except for paid medical or sick leave) for leave provided under this policy. If applicable, health care benefits will be continued at your expense during the period of leave.

If the leave will consist of an absence of five (5) or more consecutive workdays, the employee must provide notice to the Company at least 14 days in advance. If the leave will consist of an absence of fewer than five (5) consecutive workdays, the employee must provide as much advance notice to the Company as is practicable. In all cases, the employee must consult with the Company to attempt to schedule leave so as to not unduly disrupt operations. The Company reserves the right to require certification of employee eligibility for this leave from the proper military authority.

Upon returning from leave, in most cases the employee will be restored to the position held before the leave began or to an equivalent position.

19-3. Family and Medical Leave

Maine Family and Leave Entitlement

Employees may be entitled to a leave of absence under the Family and Medical Leave Act ("FMLA") and/or the Maine Family and Medical Leave Act ("MFMLA"). This policy provides employees with information concerning

FMLA/MFMLA entitlements and obligations employees may have during such leaves. Whenever permitted by law, the Company will run FMLA leave concurrently with MFMLA and any other leave provided under state or local law. If employees have any questions concerning FMLA/MFMLA leave, they should contact Human Resources.

I. Eligibility

FMLA leave is available to "FMLA eligible employees." To be an "FMLA eligible employee," the employee must: 1) have been employed by the Company for at least 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 50 or more employees are located within 75 miles of the worksite.

Special hours of service eligibility requirements apply to airline flight crew employees.

MFMLA leave is available to "MFMLA eligible employees." To be an "MFMLA eligible employee," the employee must: 1) have been employed by the Company for at least 12 consecutive months; and 2) be employed at a Maine worksite with 15 or more employees.

II. Entitlements

As described below, the FMLA and/or MFMLA provide eligible employees with a right to leave, health insurance benefits and, with some limited exceptions, job restoration.

A. Basic FMLA and MFMLA Leave Entitlement

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The MFMLA provides eligible employees up to 10 workweeks of unpaid leave for certain family and medical reasons during a 24-month period. The 24-month (MFMLA) and/or 12-month (FMLA) period is determined based on a rolling 12- or 24-month period measured backward from the date an employee uses his/her MFLA leave. It is the Company's policy to provide the greater leave benefit provided under the FMLA or MFMLA and to run leave under concurrently under the FMLA and MFMLA whenever possible.

Leave may be taken for any one, or for a combination, of the following reasons:

- To care for the child (or the domestic partner's child - MFMLA only) after birth, or placement for adoption (or foster care - FMLA only);
- To care for the employee's spouse (or domestic partner MFMLA only), son, daughter, sibling (MFMLA only) or parent (but not in-law) who has a **serious health condition**;
- 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;
- To donate an organ for human transplant (MFMLA only);
- Because of the death or serious health condition of the employee's spouse, domestic partner, parent, sibling or child if such person as a member of the 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 (MFMLA only); and/or

- Because of any **qualifying exigency** arising out of the fact that the employee's spouse, son, daughter or parent is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty) in the Reserve component of the Armed Forces for deployment to a foreign country in support of contingency operations or Regular Armed Forces for deployment to a foreign country (FMLA only).

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 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 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, incapacity due to pregnancy or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

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.

B. **Additional Military Family Leave Entitlement (Injured Servicemember Leave) (FMLA only)**

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a **covered servicemember** is entitled to take up to 26 weeks of leave during a single 12-month period to care for the servicemember with a serious injury or illness. Leave to care for a servicemember shall only be available during a single 12-month period and, when combined with other FMLA-qualifying leave, may not exceed 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.

A **"covered servicemember"** 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, is otherwise in outpatient status or is on the temporary retired list, for a serious injury or illness. These individuals are referred to in this policy as "current members of the Armed Forces." **Covered servicemembers** also include a veteran who is discharged or released from military service under conditions 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.

C. **Intermittent Leave and Reduced Leave Schedules**

FMLA and/or MFMLA leave usually will be taken for a period of consecutive days, weeks or months. However, employees are also entitled to take FMLA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member, or the serious injury or illness of a covered servicemember. Leave due to qualifying exigencies may also be taken on an intermittent or

reduced schedule basis.

D. No Work While on Leave

The taking of another job while on FMLA and/or MFMLA leave or any other authorized leave of absence is grounds for immediate termination, to the extent permitted by applicable law.

E. Protection of Group Health Insurance Benefits

During FMLA and/or MFMLA leave, eligible employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work.

However, if leave is solely pursuant to MFMLA, the employee may be required to pay the full health insurance premium during leave.

F. Restoration of Employment and Benefits

At the end of FMLA leave, subject to some exceptions including situations where job restoration of "key employees" will cause the Company substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. The Company will notify employees if they qualify as "key employees," if it intends to deny reinstatement and of their rights in such instances. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA leave.

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

G. Notice of Eligibility for, and Designation of, FMLA and MFMLA Leave

Employees requesting FMLA leave are entitled to receive written notice from the Company telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of: 1) their rights and responsibilities in connection with such leave; 2) the Company's designation of leave as FMLA-qualifying or non-qualifying, and if not FMLA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the employee's leave entitlement.

The Company may retroactively designate leave as FMLA/MFMLA leave with appropriate written notice to employees provided the Company's failure to designate leave as FMLA/MFMLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA protection, the Company and employee can mutually agree that leave be retroactively designated as FMLA leave.

III. Employee FMLA/MFMLA Leave Obligations

A. Provide Notice of the Need for Leave

Employees who wish to take FMLA and/or MFMLA leave must timely notify the Company of their need for

FMLA/MFMLA leave. The following describes the content and timing of such employee notices.

1. **Content of Employee Notice**

To trigger FMLA and/or MFMLA leave protections, employees must inform their Supervisor of the need for FMLA/MFMLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA and/or MFMLA leave specifically or explaining the reasons for leave so as to allow the Company to determine that the leave is FMLA/MFMLA-qualifying. For example, employees might explain that:

- a medical condition renders them unable to perform the functions of their job; they are pregnant or have been hospitalized overnight;
- they or a covered family member (including domestic partner, parent-in-law and sibling under MFMLA) are under the continuing care of a health care provider;
- the leave is due to a qualifying exigency cause by a military member being on covered active duty or called to covered active duty status to a foreign country (FMLA only); or
- if the leave is for a family member, that the condition renders the family member unable to perform daily activities or that the family member is a covered servicemember with a serious injury or illness (FMLA only).

Calling in "sick," without providing the reasons for the needed leave, will not be considered enough notice for FMLA and/or MFMLA leave under this policy. Employees must respond to the Company's questions to determine if absences are potentially FMLA/MFMLA-qualifying.

If employees fail to explain the reasons for FMLA and/or MFMLA leave, the leave may be denied. When employees seek leave due to FMLA/MFMLA-qualifying reasons for which the Company has previously provided FMLA/MFMLA -protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA/MFMLA leave.

2. **Timing of Employee Notice**

Employees must provide 30 days' advance notice of the need to take FMLA and/or MFMLA leave when the need is foreseeable. When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide the Company notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees who fail to give 30 days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA and/or MFMLA notice obligations, may have FMLA and/or MFMLA leave delayed or denied.

B. **Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules**

When planning medical treatment, employees must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt the Company's operations, subject to the approval of the employee's health care provider. Employees must consult with the Company prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the Company and the employees, subject to the approval of the employee's health care provider. If employees providing notice of the need to take leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, the Company may require employees to attempt to make such arrangements, subject to the approval of the employee's health care

provider.

When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered servicemember, the Company may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

When employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, employees must advise the Company of the reasons why such leave is medically necessary. In such instances, the Company and employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting the Company's operations, subject to the approval of the employee's health care provider.

C. Submit Medical Certifications Supporting Need Leave (Unrelated to Requests for Military Family Leave)

Depending on the nature of the FMLA/MFMLA leave sought, employees may be required to submit medical certifications supporting their need for FMLA/MFMLA-qualifying leave. As described below, there generally are three types of FMLA/MFMLA medical certifications: an **initial certification**, a **recertification** and a **return to work/fitness for duty certification**.

It is the employee's responsibility to provide the Company with timely, complete and enough medical certifications. Whenever the Company requests employees to provide FMLA/MFMLA medical certifications, employees must provide the requested certifications within 15 calendar days after the Company's request, unless it is not practicable to do so despite the employee's diligent, good faith efforts. The Company will inform employees if submitted medical certifications are incomplete and provide employees at least seven calendar days to cure deficiencies. The Company will deny FMLA/MFMLA leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications, to the extent permitted by applicable law.

With the employee's permission, the Company (through individuals other than the employee's direct supervisor) may contact the employee's health care provider to authenticate or clarify completed and enough medical certifications. If employees choose not to provide the Company with authorization allowing it to clarify or authenticate certifications with health care providers, the Company may deny FMLA/MFMLA leave if certifications are unclear, to the extent permitted by applicable law.

Whenever the Company deems it appropriate to do so, it may waive its right to receive timely, complete and/or enough FMLA/MFMLA medical certifications.

1. Initial Medical Certifications

Employees requesting leave because of their own, or a covered relation's, serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical

conditions lasting beyond a single leave year.

If the Company has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at the Company's expense. If the opinions of the initial and second health care providers differ, the Company may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Company and the employee.

2. **Medical Recertifications**

Depending on the circumstances and duration of FMLA/MFMLA leave, the Company may require employees to provide recertification of medical conditions giving rise to the need for leave. The Company will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification.

3. **Return to Work/Fitness for Duty Medical Certifications**

Unless notified that providing such certifications is not necessary, employees returning to work from FMLA/MFMLA leaves that were taken because of their own serious health conditions that made them unable to perform their jobs must provide the Company medical certification confirming they are able to return to work and the employees' ability to perform the essential functions of the employees' position, with or without reasonable accommodation. The Company may delay and/or deny job restoration until employees provide return to work/fitness for duty certifications.

D. **Submit Certifications Supporting Need for Military Family Leave**

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the covered active duty or call to covered active duty status of a military member, the Company may require employees to provide: 1) a copy of the military member's active duty orders or other documentation issued by the military indicating the military member is on covered active duty or call to covered active duty status and the dates of the military member's covered active duty service; and 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different covered active duty or call to covered active duty status of the same or a different military member.

When leave is taken to care for a covered servicemember with a serious injury or illness, the Company may require employees to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, and in accordance with the FMLA regulations, the Company may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered servicemember confirming entitlement to such leave.

E. **Substitute Paid Leave for Unpaid FMLA and MFMLA Leave**

Employees may use any accrued paid time while taking unpaid FMLA and/or MFMLA leave.
The substitution of paid time for unpaid FMLA and/or MFMLA leave time does not extend the length of FMLA/MFMLA leave and the paid time will run concurrently with the employee's FMLA/MFMLA entitlement. Leaves of absence taken in connection with a disability leave plan or workers' compensation injury/illness shall run concurrently with any FMLA leave entitlement. Upon written request, the Company will allow employees to

use accrued paid time to supplement any paid disability benefits.

F. Pay Employee's Share of Health Insurance Premiums

During FMLA/MFMLA leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. However, if leave is solely pursuant to MFMLA, the employee may be required to pay the full health insurance premium during leave. Unless the Company notifies employees of other arrangements, whenever employees are receiving pay from the Company during FMLA/MFMLA leave, the Company will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working.

If FMLA/MFMLA leave is unpaid, employees must pay their portion of the group health premium through a method determined by the Company upon leave.

The Company's obligation to maintain health care coverage ceases if the employee's premium payment is more than 30 days late. If the 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 within 30 calendar days 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), they will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid FMLA leave.

IV. Coordination of FMLA/MFMLA Leave with Other Leave Policies

The FMLA and MFMLA do not affect any federal, state or local law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater or medical leave rights. However, whenever permissible by law, the Company will run FMLA and/or MFMLA concurrently with any other leave provided under state or local law. For additional information concerning leave entitlements and obligations that might arise when FMLA/MFMLA leave is either not available or exhausted, please consult the Company's other leave policies in this handbook or contact Human Resources.

V. Questions and/or Complaints about FMLA Leave

If you have questions regarding this FMLA/MFMLA policy, please contact Human Resources. The Company is committed to complying with the FMLA and MFMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA and MFMLA.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If employees believe their FMLA rights have been violated, they should contact Human Resources immediately. The Company will investigate any FMLA complaints and take prompt and appropriate remedial action to address and/or remedy any FMLA violation. Employees also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

19-4. Sexual Harassment Policy

While employees are encouraged to report claims internally, if the employees believe they have been subjected to sexual harassment, they may file a formal complaint with the government agency set forth below. Using The Chenega Corporation's complaint process does not prohibit employees from filing a complaint with these agencies.

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

SECTION 20 - MARYLAND ADDENDUM

20-1. Pregnancy Accommodations

In compliance with Maryland law, if a pregnant employee requests an accommodation for a disability caused or contributed to by pregnancy, Chenega Corporation 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 Chenega Corporation. 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;
- providing leave.

The Company may require a 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:

- the date the reasonable accommodation became medically advisable;
- the probable duration of the reasonable accommodation; and
- 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 the Human Resources.

20-2. Baltimore Lactation Accommodations

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 near 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.

20-3. Earned Sick and Safe Leave

Eligibility

The Company provides paid Earned Sick and Safe Leave (ESSL) to eligible employees who regularly work at least 12 hours per week in Maryland pursuant to the Maryland Healthy Working Families Act. For employees who work in Maryland who are eligible for sick time under the general paid Sick Days policy, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general paid Sick Days policy.

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 30 hours worked, up to a maximum accrual of 40 hours of paid ESSL per calendar year, and 64 hours of paid ESSL at any time.

Employees will not accrue ESSL during any: 1) two- (2-) week pay period in which the employee worked fewer than 24 hours total; 2) one- (1-) week pay period if the employee worked fewer than a combined total of 24 hours in the current and the immediately preceding pay period; or 3) 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 26 hours in the pay period.

Exempt employees are assumed to work 40 hours in each workweek unless their normal workweek is less than 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 based on employee anniversary date.

Usage

Employees may begin using ESSL under this policy after the 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. The employee may not use more than 64 hours of accrued ESSL per calendar year.

The Employee may use ESSL under this policy for the following reasons:

- to care for or treat the employee's mental or physical illness, injury or condition or to obtain preventive medical care;
- to care for a family member with a mental or physical illness, injury or condition, or to obtain preventive medical care for a family member;
- for maternity or paternity leave; or
- 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) any of the following:

    - medical or mental health attention that is related to the domestic violence, sexual assault or stalking;
    - services from a victim services organization related to the domestic violence sexual assault or stalking; or
    - 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 stepchild 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 stepparent 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 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 stepsibling of the employee.

Unless the employee advises otherwise, the Company 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 ESSL available. Employees will be notified of available ESSL each time wages are paid.

Notice and Documentation

To use ESSL, the 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 the employees to provide verification that the leave was used in accordance with applicable law when they use ESSL:

- for more than two (2) consecutive scheduled shifts; or
- between the first 107th and 120th calendar days of employment and the employee agreed to provide verification at the time of hire.

If the employees fail to provide such verification, the Company may deny any subsequent request from them to take ESSL for the same reason.

The 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 and Payout

The employee may carry over up to 40 hours of accrued, unused ESSL under this policy. Accrued but unused ESSL under this policy will not be paid at separation.

Enforcement and Retaliation

The Company prohibits retaliatory or adverse action against employees who exercise their rights in good faith concerning this policy. 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.

Employees with questions regarding this policy can contact Human Resources.

SECTION 21 - MASSACHUSETTS ADDENDUM

21-1. Pregnancy Accommodations

Under the 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.

Reasonable Accommodations

Chenega Corporation will provide a reasonable accommodation for the 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. However, 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:

- more frequent or longer paid or unpaid breaks;
- time off to attend to a pregnancy complication or recover from childbirth with or without pay;
- acquisition or modification of equipment or seating;
- temporary transfer to a less strenuous or less hazardous position;
- job restructuring;
- light duty;
- private non-bathroom space for expressing breast milk;
- assistance with manual labor; or
- a modified work schedule; provided, however, that the Company is not required to discharge or transfer the employee with more seniority or promote the employee who is not able to perform the essential functions of the job with or without a reasonable accommodation.

Notice and Documentation

The Company may require the employee or prospective employee to provide documentation from an appropriate health care or rehabilitation professional about the need for a reasonable accommodation; however, the Company will not require documentation for the following accommodations:

- more frequent restroom, food or water breaks;
- seating;
- limits on lifting more than 20 pounds; and
- 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 employee who notifies the Company of a pregnancy or 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 the notification.

Enforcement and Retaliation

The Company will not:

- take adverse action against the 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;
- deny an employment opportunity to the employee if the denial is based on the need 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;
- require the employee affected by pregnancy or 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;
- require the 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;
- 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.

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

21-2. Sexual Harassment

It is Chenega Corporation policy to prohibit harassment of any employee by any supervisor, employee, customer or vendor on the basis of sex or gender. The purpose of this policy is not to regulate personal morality within the Company. It is to ensure that at the Company, all employees are free from sexual harassment.

"Sexual harassment" means sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

- submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or
- such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

While it is not easy to define precisely what types of conduct could constitute sexual harassment, examples of prohibited behavior include unwelcome sexual advances, requests for sexual favors, obscene gestures, displaying sexually graphic magazines, calendars or posters, sending sexually explicit e-mails, text messages and other verbal or physical conduct of a sexual nature, such as uninvited touching of a sexual nature or sexually related comments. Depending upon the circumstances, improper conduct also can include sexual joking, vulgar or offensive conversation or jokes, commenting about the employee's physical appearance, conversation about one's own or someone else's sex life, or teasing or other conduct directed toward a person because of their gender which is severe or pervasive to create an unprofessional and hostile working environment.

If employees feel they have been subjected to conduct which violates this policy, they should immediately report the matter to the Employee's Supervisor at 3000 C Street, Ste. 301; Anchorage, AK 99503 or 907-677-4963. If unable for any reason to contact this person, or if the employee has not received a satisfactory response within five (5) business days after reporting any incident of perceived harassment, the employee should contact Human Resources at 3000 C Street, Ste. 301; Anchorage, AK 99503 or 907-261-3281. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any higher-level manager in the reporting hierarchy. Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. The Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy and any such conduct is unlawful. If employees feel they have been subjected to any such retaliation, they should report it in the same manner as that used for reporting a claim of perceived harassment under this policy. Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including discharge. All employees must cooperate with all investigations.

Sexual harassment and retaliation against an employee because the employee filed a complaint of sexual harassment or because an employee aided in an investigation of a complaint of sexual harassment are unlawful to the extent it fully meets the harassment definition above; however, this policy prohibits conduct and authorizes discipline against offenders whose conduct is sex-based even if it does not meet such definition.

While employees are encouraged to report claims internally, if they believe they have been subjected to sexual harassment, they may file a formal complaint with the government agency or agencies set forth below. Using the Company's complaint process does not prohibit the employee from filing a complaint with these agencies.

> The United States Equal Employment Opportunity Commission ("EEOC") JFK Federal Building, Room 475 Boston, Massachusetts 02203 (617) 565-3200
>
> The Massachusetts Commission Against Discrimination ("MCAD") Boston Office: One Ashburton Place, Room 601 Boston, Massachusetts 02108 (617) 727-3990
>
> Springfield Office: 436 Dwight Street, Room 220 Springfield, Massachusetts 01103 (413) 739-2145

21-3. Earned Sick Time

Eligibility

Chenega Corporation provides earned sick time to employees whose primary place of work is in Massachusetts. For employees whose primary place of work is in Massachusetts who are eligible for sick time under the general

Paid Sick Time policy and/or any other applicable sick time/leave ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general Paid Sick Time policy and/or any other applicable sick time/leave 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 30 hours worked, up to a maximum accrual of 40 hours each calendar year. Exempt employees are assumed to work 40 hours in each workweek unless their normal workweek is less than 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 1 and ending on December 31.

Usage

Employees may begin using accrued earned sick time on the 90th day of employment. The smallest amount of earned sick time the employees can use is one (1) hour. For uses beyond one (1) hour, employees may use earned sick time in hourly increments or in the smallest increment the payroll system uses to account for absences or use of other time. The employee may not use more than 40 hours of earned sick time in any calendar year.

Employees may use earned sick time for the following reasons:

- 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;
- 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;
- to attend the employee's routine medical appointment or a routine medical appointment for the employee's child, spouse, parent or parent of spouse;
- for travel to and from an appointment, a pharmacy or other location related to the purpose for which earned sick time was taken; or
- to address the psychological, physical or legal effects of domestic violence.

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 will run concurrently with time off provided under Family and Medical Leave, Massachusetts Parental Leave, Massachusetts Domestic Violence Leave, Massachusetts Small Necessities Leave 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 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

the 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 the employee's supervisor is required. If the 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 daily, unless the circumstances make such notice unreasonable. If the employee's need for the use of earned sick time is unforeseeable, notice must be provided as soon as 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 Chenega Corporation may, in accordance with applicable laws regarding 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.

- Chenega Corporation will also require supporting documentation if the employee's use of earned sick time:
- covers more than 24 consecutively scheduled work hours or three (3) consecutive scheduled workdays;
- occurs within two (2) weeks prior to the employee's final scheduled day of work before termination of employment, except in the case of temporary employees;
- occurs after three (3) unforeseeable and undocumented absences within a three (3) month period *for employees aged 17 and under;* or
- 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 use of 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 4 can include:

- a restraining order or other documentation of equitable relief issued by a court of competent jurisdiction;
- a police record documenting the abuse;
- documentation that the perpetrator of the abuse has been convicted of one or more offenses where the victim was a family or household member;
- medical documentation of the abuse;
- 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
- a sworn statement from the individual attesting to the abuse.

The documentation does not need to 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 the employee taking earned sick time, unless, for good cause shown or as otherwise permitted, the employee requires more time to provide such documentation. Failure to comply with the reasonable documentation requirements, without a reasonable justification, may result in Chenega Corporation 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.

Employees may be asked 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 their employment at the time the employee uses such time. Use of sick time is not considered hours worked for purposes of calculating overtime.

Carryover and Payout

Up to 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 40 hours. Once the accrual cap is reached, earned sick time will stop accruing until some earned sick time is used, at which point accrual will resume, subject to the maximum annual accrual of 40 hours and the accrual cap of 40 hours.

Accrued but unused earned sick time under this policy will not be paid at separation.

Enforcement and 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.

Chenega Corporation will not tolerate retaliation against employees who oppose practices that they believe 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 file an action in court to enforce their earned sick time rights.

Employees with questions regarding this policy should contact Human Resources.

21-4. Jury Duty Leave

Chenega Corporation realizes that it is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All employees will be allowed time off to perform such civic service as required by law. Employees are expected, however, to provide proper notice of any request to perform jury duty and verification of their service, including fees received for jury duty service.

Employees also are expected to keep management informed of the expected length of jury duty service and to report to work for the major portion of the day if excused by the court. If the required absence presents a serious conflict for management, employees may be asked to try to postpone jury duty.

The Company will pay regularly employed jurors their regular wages for the first three (3) days of jury service.

Courts may excuse employers from the duty to compensate juror- employees in cases of extreme financial hardship. In such cases, the court will award the juror reasonable compensation in lieu of wages, up to $50 a day, for the first three (3) days of juror service. Alternate jurors will receive the same payments and reimbursements from their employers and the commonwealth as jurors.

Exempt employees will be paid their full salary less jury duty fees for any week in which they performed work for the Company and missed work solely due to jury service.

21-5. Domestic Abuse Leave

Employees are entitled to up to 15 days of unpaid leave from work in any 12-month period if, as defined by applicable law: (i) the employee, or a family member of the employee, is a victim of abusive behavior; (ii) the employee is using the leave from work to: seek or obtain medical attention, counseling, victim services or legal assistance; secure housing; obtain a protective order from a court; appear in court or before a grand jury; meet with a district attorney or other law enforcement official; or attend child custody proceedings or address

other issues directly related to the abusive behavior against the employee or family member of the employee; and (iii) the employee is not the perpetrator of the abusive behavior against such employee's family member.

Except in cases of imminent danger to the health or safety, the employee seeking leave from work under this policy must provide to the Company appropriate advance notice of the leave. 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 by the employee, a family member of the employee or 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, no negative action will be taken against the employee if the employee provides any of the documentation described in (1) to (7) below 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.

Employees must provide documentation 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. However, the employee will not be required to show evidence of an arrest, conviction or other law enforcement documentation for such abusive behavior. Employees must provide such documentation within a reasonable period after the Company requests documentation relative to the employee's absence. The employee may satisfy this documentation requirement by providing any of the following documents:

- 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.
- 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.

- 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.
- Documentation that the perpetrator of the abusive behavior against the employee or family member of the employee has: admitted to enough 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.
- Medical documentation of treatment as a result of the abusive behavior complained of by the employee or employee's family member.
- 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.
- 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 and will not be disclosed, except to the extent that disclosure is: (i) requested or consented to, in writing, by the employee; (ii) ordered to be released by a court of competent jurisdiction; (iii) otherwise required by applicable federal or state law; (iv) required in the course of an investigation authorized by law enforcement, including, but not limited to, an investigation by the attorney general; or (v) necessary to protect the safety of the employee or others employed at the workplace.

The employee seeking leave under this policy must exhaust all annual or vacation leave, personal leave and sick leave available to the employee, prior to requesting or taking leave under this policy, unless otherwise provided by the Company.

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 the victim maintains contact with the alleged abuser. The Company will not discharge or in any other manner discriminate against the 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.

21-6. Parental Leave

The 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 18, or under the age of 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 the employee pursuant to a court order. the employee who either has multiple births or adopts more than one (1) child at the same time is entitled to eight (8) weeks of leave for each child. If two (2) 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, the employee must give notice of the anticipated date of departure and intention to return to work to their 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 the employee has accrued unused paid time off, the employee may choose to use such time concurrently with all or part of the leave. Thus, if the 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 employees will be reinstated to their previous position or a similar position with the same rate of pay they received at the commencement of the leave. The Company, however, may not reinstate the 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 the 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 the 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.

21-7. Small Necessities Leave

Chenega Corporation will grant employees who have worked for the Company with at least fifty (50) employees who work within 75miles of the employees' worksite, have worked for at least 12 months and have provided at least 1,250 hours of service in the preceding 12- month period with up to 24 hours of unpaid leave during any 12-month period, in addition to any FMLA leave, to participate in various activities. These include attending a parent-teacher conference, accompanying a son or daughter to routine medical appointments or accompanying an elderly relative, related by blood or marriage, to routine medical or dental appointments or appointments for other professional services related to the relative's care, such as interviewing at nursing homes. Employees must provide seven (7) days' advance notice of their need for leave. If the need was not foreseeable, the employee must provide the Company with as much notice as possible. An eligible employee first must substitute any accrued paid time off for this leave.

21-8. Receipt of Sexual Harassment Policy

It is Chenega Corporation policy to prohibit harassment of any employee by any supervisor, employee, customer or vendor based on sex or gender. The purpose of this policy is not to regulate personal morality within the Company. It is to ensure that at the Company, all employees are free from sexual harassment.

"Sexual harassment" means sexual advances, requests for sexual favors, and verbal or physical conduct of a

sexual nature when:

- submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or
- such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

While it is not easy to define precisely what types of conduct could constitute sexual harassment, examples of prohibited behavior include unwelcome sexual advances, requests for sexual favors, obscene gestures, displaying sexually graphic magazines, calendars or posters, sending sexually explicit e-mails, text messages and other verbal or physical conduct of a sexual nature, such as uninvited touching of a sexual nature or sexually related comments. Depending upon the circumstances, improper conduct also can include sexual joking, vulgar or offensive conversation or jokes, commenting about the employee's physical appearance, conversation about one's own or someone else's sex life, or teasing or other conduct directed toward a person because of their gender which is severe or pervasive to create an unprofessional and hostile working environment.

If employees feel they have been subjected to conduct which violates this policy, they should immediately report the matter to the Employee's supervisor. If unable for any reason to contact this person, or if the employee has not received a response within five (5) business days after reporting any incident of perceived harassment, the employee should contact Human Resources at 3000 C Street, Ste. 301; Anchorage, AK 99503 or 907-261-3281. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any higher-level manager in the reporting hierarchy. Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. The Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy and any such conduct is unlawful. If employees feel they have been subjected to any such retaliation, they should report it in the same manner as that used for reporting a claim of perceived harassment under this policy. Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including discharge. All employees must cooperate with all investigations.

Sexual harassment is unlawful to the extent it fully meets the harassment definition above; however, this policy prohibits conduct and authorizes discipline against offenders whose conduct is sex-based even if it does not meet such definition.

While employees are encouraged to report claims internally, if they believe they have been subjected to sexual harassment, they may file a formal complaint with the government agency or agencies set forth below. Using the Company's complaint process does not prohibit the employee from filing a complaint with these agencies.

The United States Equal Employment Opportunity Commission ("EEOC") JFK Federal Building, Room 475 Boston, Massachusetts 02203 (617) 565-3200

The Massachusetts Commission Against Discrimination ("MCAD") Boston Office: One Ashburton Place, Room 601 Boston, Massachusetts 02108 (617) 727-3990

Springfield Office: 436 Dwight Street, Room 220 Springfield, Massachusetts 01103 (413) 739-2145

SECTION 22 - MICHIGAN ADDENDUM

22-1. Social Security Number Privacy Act

It is the policy of Chenega Corporation to ensure to the extent practicable the confidentiality of employees' Social Security Numbers in accordance with Michigan law.

The Company will not intentionally do any of the following acts which result in a prohibited disclosure of employees' Social Security Numbers. Violation of this policy will result in discipline up to and including discharge.

1. Publicly display more than four (4) sequential digits of a Social Security Number
2. Use more than four (4) sequential digits of a Social Security Number as a primary account number or use more than 4 sequential digits of a Social Security Number on any identification badge or card, membership card, permit or license, except where permitted by law.
3. Require employees to use or transmit more than four (4) sequential digits of their Social Security Numbers over the internet or on a computer system or network or to gain
    a. access to the internet, computer system or network unless the connection is secure or the transmission is encrypted. Similarly, the Company will not require employees to use or transmit more than four (4) sequential digits of their Social Security Numbers to gain access to the internet or a computer system unless the connection is secure, the transmission is encrypted, or a password or other unique personal identification or authentication device is also required.
4. Include more than four (4) sequential digits of Social Security Numbers on the outside of envelopes or packages or visible internal areas.
5. Include more than four (4) sequential digits of Social Security Numbers in documents or information mailed to individuals, except as permitted by law.

The Company limits access to Social Security Numbers to those employees and outside consultants whose job duties require that they use this information in connection with Company business. The individuals who have access to Social Security Numbers are those who work in the following areas:

- Human Resources Benefits Administration
- Computer and Information Technology
  Executive Management
- Legal Department
- Individuals who, though not employed by the Company provide legal, tax, benefits, management or other consulting services for the Company.

The Company will properly dispose of documents containing Social Security Numbers by ensuring that all such materials are shredded or otherwise destroyed prior to discarding such information. Data stored in electronic format will be rendered irretrievable before computers are discarded or destroyed.

22-2. Paid Medical Leave

Eligibility

Chenega Corporation 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 under the general Sick Days policy 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 general Sick Days policy and/or any other applicable sick time/leave law or ordinance.

Accrual

Employees begin accruing PML pursuant to this policy at the start of employment. Eligible employees will accrue one (1) hour of PML for every 35 hours worked, up to a maximum accrual of one (1) hour of PML in a calendar week and 40 hours each benefit year. For purposes of this policy, the benefit year is the consecutive month period based on employee anniversary date.

Usage

Employees may begin using accrued PML after the 90th calendar day of employment. PML must be used in one (1) hour increments. Employees may not use more than 40 hours of PML in any benefit year.

Eligible employees may use PML for the following:

- their mental or physical illness, injury or health condition; medical diagnosis, care or treatment of their mental or physical illness, injury or health condition; or preventative medical care;
- their family member's mental or physical illness, injury or health condition; medical diagnosis, care or treatment of the family member's mental or physical illness, injury or health condition; or preventative medical care for a family member;
- if they or their family members are 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
- for closure of their primary workplace by order of a public official due to a public health emergency; for their 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 employees or their family members' presence in the community would jeopardize the health of others because of exposure to a communicable disease, whether or not eligible employees or their family members have actually contracted the communicable disease.

For purposes of this policy, family member means: biological, adopted or foster child, stepchild or legal ward or a child to whom employees stand in loco parentis; biological parent, foster parent, stepparent or adoptive parent or employees' legal guardian or the legal guardian of the 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 advised otherwise, Chenega Corporation will assume, subject to applicable law, that employees want to use available PML for absences for reasons set forth above and they will be paid for such absences to the extent they have PML available.

Notice and Documentation

When requesting to use PML, employees must comply with the usual and customary notice, procedural, and documentation requirements for requesting leave as outlined in the Punctuality and Attendance policy. Where documentation is requested, employees will have at least three (3) days, upon request, to provide documentation. Those who fail to comply with notice and documentation requirements may be subject to discipline, up to and including discharge.

Employees using PML for reason #3 above may be required to provide documentation that the PML has been used for that purpose. The following types of documentation are:

- a police report indicating that employees or their family members were victims of domestic violence or sexual assault;
- a signed statement from a victim and witness advocate affirming that employees or their family members are receiving services from a victim services organization; or
- a court document indicating that employees or their family member are 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 any medical condition.

Payment

PML will be paid at a pay rate equal to the greater of either normal hourly wage or base wage or the applicable minimum wage. Use of PML is not considered hours worked for purposes of calculating overtime.

Carryover and Payout

Employees may carry over up to 40 hours of accrued, unused PML to the following year. Unused PML under this policy will not be paid at separation.

Questions

Employees with questions concerning this policy should contact Human Resources.

22-3 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.

SECTION 23 - MINNESOTA ADDENDUM

23-1. Pregnancy Accommodations

Under Minnesota law, Chenega Corporation will endeavor to provide employees a reasonable accommodation for health conditions related to pregnancy or childbirth, unless doing so would impose an undue hardship on the business operation of the Company.

The employee and the Company will engage in an interactive process to determine what accommodations may be needed.

The pregnant employee will not be required to obtain the advice of a licensed health care provider or certified doula, nor will the Company claim an undue hardship for the following accommodations:

- more frequent restroom breaks;
- more frequent food and water breaks;
- seating; and
- limits on lifting over 20 pounds.

The Company may request medical certification from the employee's licensed health care provider or certified doula for other reasonable accommodations, including temporary transfer to a less strenuous or hazardous position.

The Company is not required to create a new or additional position to accommodate the employee, nor is the Company required to discharge any employee, transfer any other employee with greater seniority or promote any employee.

The Company will not retaliate against the employee for requesting or obtaining a pregnancy accommodation under the law. Furthermore, the Company will not require the employee to take a leave or accept an accommodation.

Any employee who has questions about this policy or who needs to request a reasonable accommodation should contact the Human Resources.

23-2. Right to Review Personnel Records

Under Minnesota law, active employees have the right to review their personnel record once every six (6) months. Employees who leave Chenega Corporation may review their personnel record once every year as long as the Company maintains the personnel record.

To review their personnel record, employees must make a good faith request in writing to the Human Resources. Employees may also request a copy of the record at the time they review it. The copy will be made available to the employee at no cost.

The Company will provide employees an opportunity to review their personnel record within seven (7) working days of the written request or within 14 working days of the written request if the personnel record is physically located

outside of Minnesota.

What is contained in the personnel record is carefully defined under Minnesota law. The law does not require employee access to information that is not contained in the personnel record.

If employees dispute information contained in their personnel record, they may request that it be removed from the record. However, if the Company does not agree the information should be removed, the employee may submit a written response to the denial (not to exceed five (5) pages).

No action can be taken against employees who appropriately ask to review their personnel records.

If employees are improperly denied their rights as provided by this law, the law provides certain remedies.

This notice only describes some of the employee's rights under the law. For more information, the Minnesota statutes detailing employee rights can be found at Minnesota Statutes. §181.960 through Minnesota Statutes §181.965. These laws can be found on the internet at https://www.revisor.mn.gov/pubs/ or in public libraries throughout the state.

23-3. Wage Disclosure Protections

Under Minnesota law, an employer may not:

- require nondisclosure by employees of their wages as a condition of employment;
- require employees to sign a waiver or other document which purports to deny them the right to disclose their wages; or
- take any adverse employment action against employees for disclosing their own wages or discussing another employee's wages which have been disclosed voluntarily.

Nonetheless, this policy should not be construed to:

- create an obligation on Chenega Corporation or on employees to disclose wages;
- permit employees, 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;
- diminish any existing rights under the National Labor Relations Act; or
- permit employees to disclose wage information of other employees to a competitor of The Chenega Corporation.

An employer may not retaliate against the employee for asserting rights or remedies set forth in this policy.

Employees 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 the employee who was the subject of the violation.

23-4. Wage Disclosure Protections

Employees who are victims of a violent crime and are subpoenaed or requested by the prosecutor to attend court

for the purpose of giving testimony may be granted reasonable time off from work without pay to attend criminal proceedings related to the victim's case. Employees who are a victim's spouse or immediate family member may be granted reasonable time off from work without pay to attend criminal proceedings related to the victim's case.

Employees must give 48 hours' advance notice of the request for time off pursuant to this policy, unless impracticable or an emergency prevents the employee from doing so.

Upon request, the employee must provide verification that supports the employee's reason for being absent from the workplace. All information related to the employee's leave pursuant to this section shall be kept confidential by the Company.

23-5. Family Military Leave

Any employee who is the grandparent, parent, legal guardian, sibling, child, grandchild, spouse, fiancé or fiancée of a member of the United States armed forces who has been ordered into active service in support of a war or other national emergency ("mobilized service member") is eligible for an unpaid leave of absence of up to one (1) day per calendar year in order to attend a send-off or homecoming ceremony for the mobilized service member. Employees are asked to give Chenega Corporation as much notice of their intent to take this leave as is practicable under the circumstances.

Additionally, any employee who is the parent, child, grandparent, sibling or spouse of a member of the United States armed forces who has been injured or killed while engaged in active service is eligible for an unpaid leave of absence for up to 10 days. The employee must give the Company as much notice of intent to take this leave as is practicable. Any accrued paid time off which is used during this period will run concurrently with leave under this policy and will not extend the length of leave.

22-6. Family and Medical Leave

Employees may be entitled to a leave of absence under the Family and Medical Leave Act ("FMLA") and/or the Minnesota Pregnancy & Parental Leave Act ("MPPLA"). This policy provides employees with information concerning FMLA and/or MPPLA entitlements and obligations employees may have during such leaves. If employees have any questions concerning FMLA and/or MPPLA leave, they should contact Human Resources.

I. **Eligibility**

FMLA leave is available to "FMLA eligible employees." To be an "FMLA eligible employee," the employee must: 1) have been employed by the Company for at least 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 50 or more employees are located within 75 miles of the worksite.

Special hours of service eligibility requirements apply to airline flight crew employees.

MPPLA is available to "MPPLA eligible employees." To be an "MPPLA eligible employee," the employee must: 1) have been employed by the Company for at least 12 months; 2) have worked at least half the full-time equivalent position for his/her job during the 12-month period immediately preceding the request for leave; and 3) have worked for an employer that has 21 or more employees at any single location.

II. Entitlements

The FMLA and MPPLA provide eligible employees with a right to leave, health insurance benefits and, with some limited exceptions, job restoration.

A. Basic FMLA and MPPLA Leave Entitlement

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The 12-month period is determined based on a rolling 12-month period measured backward from the date an employee uses his/her FMLA leave. The MPPLA provides eligible employees up to 12 workweeks of unpaid leave for: (i) the birth or placement for adoption of a child; or (ii), if a female employee, for prenatal care, or incapacity due to pregnancy, childbirth, or related health conditions.

MPPLA leave for the birth or adoption of a child may begin not more than 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 12 months after the child leaves the hospital. It is the Company's policy to provide the greater leave benefit provided under the FMLA or MPPLA and to run leave concurrently under the FMLA and MPPLA whenever possible. Leave may be taken for any one, or for a combination, of the following reasons:

- To care for the employee's child after birth, or placement for adoption (or foster care - FMLA only);
- To care for the employee's spouse, son, daughter or parent (but not in-law) who has a **serious health condition** (FMLA only);
- For the employee's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care, childbirth, or related health condition) that makes the employee unable to perform one or more of the essential functions of the employee's job (FMLA only except MPPLA, if a female employee, for prenatal care, or incapacity due to pregnancy, childbirth, or related health conditions); and/or
- Because of any **qualifying exigency** arising out of the fact that the employee's spouse, son, daughter or parent is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty) in the Reserve component of the Armed Forces for deployment to a foreign country in support of contingency operations or Regular Armed Forces for deployment to a foreign country (FMLA only).

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 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 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, incapacity due to pregnancy or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

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.

B. Additional Military Family Leave Entitlement (Injured Servicemember Leave) (FMLA only).

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a **covered servicemember** is entitled to take up to 26 weeks of leave during a single 12-month period to care for the servicemember with a serious injury or illness. Leave to care for a servicemember shall only be available during a single 12-month period and, when combined with other FMLA-qualifying leave, may not exceed 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.

A **"covered servicemember"** 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, is otherwise in outpatient status or is on the temporary retired list, for a serious injury or illness. These individuals are referred to in this policy as "current members of the Armed Forces." **Covered servicemembers** also include a veteran who is discharged or released from military service under conditions 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 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.

C. **Intermittent Leave and Reduced Leave Schedules.**

FMLA leave usually will be taken for a period of consecutive days, weeks or months. However, employees are also entitled to take FMLA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member, or the serious injury or illness of a covered servicemember. Leave due to qualifying exigencies may also be taken on an intermittent or reduced schedule basis.

D. **No Work While on Leave.**

The taking of another job while on FMLA/MPPLA leave or any other authorized leave of absence is grounds for immediate discharge, to the extent permitted by applicable law.

E. **Protection of Group Health Insurance Benefits.**

During FMLA/MPPLA leave, eligible employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work. However, if leave is solely pursuant to MPPLA, the employee may be required to pay the full health insurance premium during leave.

F. **Restoration of Employment and Benefits.**

At the end of FMLA/MPPLA leave, subject to some exceptions including situations where job restoration of "key employees" will cause the Company substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. The Company will notify employees if they qualify as "key employees," if it intends to deny reinstatement and of their rights in such instances. Use of FMLA/MPPLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA/MPPLA leave.

G. **Notice of Eligibility for, and Designation of, FMLA Leave.**

Employees requesting FMLA leave are entitled to receive written notice from the Company telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of: 1) their rights and responsibilities in connection with such leave; 2) the Company's designation of leave as FMLA-qualifying or non-qualifying, and if not FMLA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the employee's leave entitlement.

The Company may retroactively designate leave as FMLA leave with appropriate written notice to employees provided the Company's failure to designate leave as FMLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA protection, the Company and employee can mutually agree that leave be retroactively designated as FMLA leave.

III. **Employee FMLA/MPPLA Leave Obligations.**

A. **Provide Notice of the Need for Leave.**

Employees who wish to take FMLA/MPPLA leave must timely notify the Company of their need for FMLA/MPPLA leave. The following describes the content and timing of such employee notices.

1. **Content of Employee Notice.**

To trigger FMLA leave protections, employees must inform their Supervisor of the need for FMLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA leave specifically, or explaining the reasons for leave so as to allow the Company to determine that the leave is FMLA-qualifying. For example, employees might explain that:

- a medical condition renders them unable to perform the functions of their job;
- they are pregnant or have been hospitalized overnight;
- they or a covered family member are under the continuing care of a health care provider;
- the leave is due to a qualifying exigency caused by a military member being on covered active duty or called to covered active duty status to a foreign country; or if the leave is for a family member, that the condition renders the family member unable to perform daily activities or that the family member is a covered servicemember with a serious injury or illness.

Calling in "sick," without providing the reasons for the needed leave, will not be considered enough notice for FMLA leave under this policy. Employees must respond to the Company's questions to determine if absences are potentially FMLA-qualifying.

If employees fail to explain the reasons for FMLA leave, the leave may be denied. When employees seek leave due to FMLA-qualifying reasons for which the Company has previously provided FMLA-protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA leave.

2. **Timing of Employee Notice**

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, or the approximate timing of the need for leave is not foreseeable, employees must provide the Company notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees who fail to give 30 days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA notice obligations, may have FMLA leave delayed or denied.

Employees must provide at least two weeks' advance notice of the need to take MPPLA leave. Employees who fail to give at least two weeks' notice without a reasonable excuse for the delay, or otherwise fail to satisfy MPPLA notice obligations, may have MPPLA leave delayed or denied, to the extent permitted by applicable law.

B. **Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules.**

When planning medical treatment, employees must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt the Company's operations, subject to the approval of the employee's health care provider. Employees must consult with the Company prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the Company and the employees, subject to the approval of the employee's health care provider. If employees providing notice of the need to take FMLA leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, the Company may require employees to attempt to make such arrangements, subject to the approval of the employee's health care provider.

When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered servicemember, the Company may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

When employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, employees must advise the Company of the reasons why such leave is medically necessary. In such instances, the Company and employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting the Company's operations, subject to the approval of the employee's health care provider.

C. **Submit Medical Certifications Supporting Need for FMLA Leave (Unrelated to Requests for Military Family Leave).**

Depending on the nature of the FMLA leave sought, employees may be required to submit medical certifications supporting their need for FMLA-qualifying leave. As described below, there generally are three types of FMLA medical certifications: an **initial certification**, a **recertification** and a **return to work/fitness for duty certification.**

It is the employee's responsibility to provide the Company with timely, complete medical certifications. Whenever the Company requests employees to provide FMLA medical certifications, employees must provide the requested certifications within 15 calendar days after the Company's request, unless it is not practicable to do so despite the employee's diligent, good faith efforts. The Company will inform employees if submitted medical certifications are incomplete and provide employees at least seven calendar days to cure deficiencies. The Company will deny

FMLA leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the employee's permission, the Company (through individuals other than the employee's direct supervisor) may contact the employee's health care provider to authenticate or clarify medical certifications. If employees choose not to provide the Company with authorization allowing it to clarify or authenticate certifications with health care providers, the Company may deny FMLA leave if certifications are unclear.

Whenever the Company deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient FMLA medical certifications.

1. **Initial Medical Certifications**

Employees requesting leave because of their own, or a covered relation's, serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If the Company has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at the Company's expense. If the opinions of the initial and second health care providers differ, the Company may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Company and the employee.

2. **Medical Recertifications**

Depending on the circumstances and duration of FMLA leave, the Company may require employees to provide recertification of medical conditions giving rise to the need for leave. The Company will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification.

3. **Return to Work/Fitness for Duty Medical Certifications**

Unless notified that providing such certifications is not necessary, employees returning to work from FMLA leaves that were taken because of their own serious health conditions that made them unable to perform their jobs must provide the Company medical certification confirming they are able to return to work and the employees' ability to perform the essential functions of the employees' position, with or without reasonable accommodation. The Company may delay and/or deny job restoration until employees provide return to work/fitness for duty certifications.

D. **Submit Certifications Supporting Need for Military Family Leave.**

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the covered active duty or call to covered active duty status of a military member, the Company may require employees to provide: 1) a copy of the military member's active duty orders or other documentation issued by the military indicating the military member is on active duty or call to covered active duty status and the dates of the military member's covered active duty service; and 2) a certification from the employee setting forth information concerning the

nature of the qualifying exigency for which leave is requested.

Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different covered active duty or call to covered active duty status of the same or a different military member.

When leave is taken to care for a covered servicemember with a serious injury or illness, the Company may require employees to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, and in accordance with the FMLA regulations, the Company may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered servicemember confirming entitlement to such leave.

E. Substitute Paid Leave for Unpaid FMLA and MPPLA Leave.

Employees may use any accrued paid time while taking unpaid FMLA and/or MPPLA leave.

The substitution of paid time for unpaid FMLA and/or MPPLA leave time does not extend the length of FMLA leave and the paid time will run concurrently with the employee's FMLA/MPPLA entitlement.

Leaves of absence taken in connection with a disability leave plan or workers' compensation injury/illness shall run concurrently with any FMLA leave entitlement. Upon written request, the Company will allow employees to use accrued paid time to supplement any paid disability benefits.

F. Pay Employee's Share of Health Insurance Premiums.

During FMLA/MPPLA leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. However, if leave is solely pursuant to MPPLA, the employee may be required to pay the full health insurance premium during leave. Unless the Company notifies employees of other arrangements, whenever employees are receiving pay from the Company during FMLA/MPPLA leave, the Company will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working.

If FMLA/MPPLA leave is unpaid, employees must pay their portion of the group health premium through a method determined by the Company upon leave.

The Company's obligation to maintain health care coverage ceases if the employee's premium payment is more than 30 days late. If the 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 within 30 calendar days 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), they will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid FMLA leave.

IV. Coordination of FMLA/MPPLA Leave with Other Leave Policies.

The FMLA and MPPLA do not affect any federal, state or local law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

However, whenever permissible by law, FMLA leave will run concurrently with MPPLA and any other leave provided under state or local law. For additional information concerning leave entitlements and obligations that might arise when FMLA/MPPLA leave is either not available or exhausted, please consult the Company's other leave policies in this handbook or contact Human Resources.

V. **Questions and/or Complaints about FMLA/MPPLA Leave.**

If employees have questions regarding this FMLA/MPPLA policy, they should contact Human Resources. The Company is committed to complying with the FMLA/MPPLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA/MPPLA.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If employees believe their FMLA rights have been violated, they should contact Human Resources immediately. The Company will investigate any FMLA complaints and take prompt and appropriate remedial action to address and/or remedy any FMLA violation. Employees also may file FMLA complaints with the U.S. Department of Labor or may bring private lawsuits alleging FMLA violations.

23-7. Domestic Abuse or Harassment Leave

Employees are entitled to reasonable unpaid time off to obtain or attempt to obtain an order of protection and/or other relief from a court related to domestic abuse or harassment.

The employee who is absent from the workplace shall give 48 hours' advance notice to the Company except in cases of imminent danger to the health or safety of the employee or the employee's child, or unless impracticable.

Upon request, the employee must provide verification that supports the employee's reason for being absent from the workplace. All information related to the employee's leave pursuant to this section shall be kept confidential by the Company.

23-8. School Conference and Activities Leave

Chenega Corporation will provide employees with up to 16 hours of leave during any 12-month period to attend school conferences or school-related activities (including conferences related to a pre-kindergarten program or childcare 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. Leave under this policy is unpaid. However, the employee may substitute accrued paid time off for leave under this policy.

SECTION 24 - MONTANA ADDENDUM

24-1. Paid Time Off

The Company provides eligible employees with paid time off in the form of PTO. Despite any general Handbook policy to the contrary, all accrued, unused PTO 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 PTO will be paid upon separation of employment.

SECTION 25 - NEBRASKA ADDENDUM

25-1. Pregnancy Accommodations

Pursuant to Nebraska Fair Employment Practices Act, Chenega Corporation will endeavor to provide reasonable accommodations to the known physical limitations of employees who are pregnant, have given birth or have related medical conditions, unless doing so would impose an undue hardship on the Company.

Reasonable accommodations, may include, but are not limited to:

- acquisition of equipment for sitting; 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 breast-feeding or expressing breast milk.

The Company will not require employees to take leave if another reasonable accommodation can be provided. The Company will not take adverse action against employees for requesting or using reasonable accommodations under the law.

Any employee who has questions about the policy or who needs to request an accommodation due to pregnancy, childbirth or a related medical condition should contact the Human Resources.

25-2. Family Military Leave

Employees who have been employed by Chenega Corporation for at least 12 months, have worked at least 1,250 hours during the 12-month period immediately preceding the day the leave begins, and are the spouse or parent of a person called to military service for 179 days or longer pursuant to the orders of the Governor or the President of the United States are eligible for an unpaid leave of absence for up to 15 days.

Leave may be taken during the time federal or state deployment orders are in effect.

Employees may elect to substitute any accrued paid time off (except for paid medical or sick leave) for leave provided under this policy. If applicable, health care benefits will be continued at the employee's expense during the period of leave.

If the leave will consist of an absence of five (5) or more consecutive workdays, the employee must provide notice to the Company at least 14 days in advance. If the leave will consist of an absence of fewer than five (5) consecutive workdays, employees must provide as much advance notice to the Company as is practicable. In all cases, employees must consult with the Company to attempt to schedule their leave so as to not unduly disrupt operations. The Company reserves the right to require certification of the employee's eligibility for this leave from the proper military authority.

Upon returning from leave, in most cases employees will be restored to the position they held before the leave began or to an equivalent position.

SECTION 26 - NEVADA ADDENDUM

26-1. Pregnancy Accommodations

According to the Nevada Pregnant Workers' Fairness Act (effective October 1, 2017) (the "Act"), employees have the right to be free from discriminatory or unlawful employment practices based on pregnancy, childbirth or a related medical condition and are entitled to reasonable accommodation.

Under the Act, the Company may not:

- deny a reasonable accommodation to 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 the employee or applicant based on a need for a reasonable accommodation;
- deny an employment opportunity to a qualified employee or applicant based on a need for a reasonable accommodation; and
- require the 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, the Company and the employee must:

- Engage in a timely, good faith interactive process to determine an effective, reasonable accommodation, subject to the terms of the policy and law state above.

Reasonable accommodations may include, but are not limited to:

- modifying equipment or providing different seating;
- revising break schedules, which may include revising the frequency or duration of breaks;
- providing space in an area other than a bathroom that may be used for expressing breast milk;
- providing assistance with manual labor if the manual labor is incidental to the primary work duties of the employee;
- authorizing light duty;
- temporarily transferring the employee to a less strenuous or hazardous position; or
- restructuring a position or providing a modified work schedule.

Under the Act, the Company may require the 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.

Any employee who needs to request an accommodation due to pregnancy, childbirth or a related condition or who has questions regarding this policy should contact the Human Resources.

26-2. 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:

- 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 battery.
- An assault.
- 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.
- A sexual assault.
- A knowing, purposeful or reckless course of conduct intended to harass the other person. Such conduct may include, but is not limited to
- Stalking.
- Arson.
- Trespassing.
- Larceny.
- Destruction of private property.
- Carrying a concealed weapon without a permit.
- Injuring or killing an animal.
- A false imprisonment.
- 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.

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;
- 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 a 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.

SECTION 27 – NEW HAMPSHIRE ADDENDUM

27-1. 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.

SECTION 28 - NEW JERSEY ADDENDUM

28-1. Pregnancy Accommodations

Pursuant to New Jersey law, Chenega Corporation prohibits unlawful discrimination based on pregnancy or breastfeeding. The Company will endeavor to reasonably accommodate the needs of employees' pregnancy, childbirth, breastfeeding or expressing milk for breastfeeding or related medical condition, including recovery from childbirth, provided that the pregnancy, childbirth or related medical condition is known or should have been known by the Company, and the proposed accommodation does not impose an undue hardship on the business operations of the Company.

Reasonable accommodations may include, but are not limited to:

- bathroom breaks;
- breaks for increased water intake;
- periodic rest;
- assistance with manual labor;
- job restructuring or modified work schedules;
- temporary transfers to less strenuous or hazardous work; or
- reasonable break time each day to express breast milk.

For purposes of expressing breast milk, the Company will provide a suitable room or other location with privacy, other than a toilet stall, near the work area.

Any employee who needs to request an accommodation due to pregnancy, childbirth or a related medical condition or who has questions regarding the policy should contact the Human Resources.

28-2. Earned Sick and Safe Leave

Eligibility

Chenega Corporation provides paid Earned Sick and Safe Leave (ESSL) to employees who work in New Jersey. For employees who work in New Jersey who are eligible for sick time under the general Sick Days policy 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 general Sick Days policy and/or any other applicable sick time/leave law or ordinance.

Accrual

Employees begin accruing ESSL pursuant to this policy at the start of employment. Eligible employees will accrue one (1) hour of paid sick time for every 30 hours worked, up to a maximum accrual of 40 hours each benefit year.

Exempt employees are assumed to work 40 hours in each workweek unless their normal workweek is less than 40 hours, in which case ESSL accrues based upon that normal workweek. For purposes of this policy, the benefit year is the consecutive 12-month period based on employee anniversary date.

Usage

Employees may begin using accrued ESSL on the 120th calendar day of employment. ESSL may be used in 1-hour increments, except to the extent such increment is greater than the number of hours the employee was scheduled to work during that shift. The employee may not use more than 40 hours of ESSL in any benefit year.

Employees may use ESSL for the following reasons:

1. diagnosis, care or treatment of, or recovery from, the 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;
    relocation; or
    d. legal services, including obtaining a restraining order or preparing for, or participating in, any civil or criminal legal proceeding related to domestic or sexual violence.

4. Time during which the employee is not able to work because of:
    a. a 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 or because of a state of emergency declared by the Governor, due to an epidemic or other public health emergency;
    b. the declaration of a state of emergency by the Governor, or the issuance by a health care provider or the Commissioner of Health or other 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;
    c. during a state of emergency declared by the Governor, or upon the recommendation, direction, or order of a healthcare provider or the Commissioner of Health or other authorized public official, the employee undergoes isolation or quarantine, or cares for a family member in quarantine, as a result of suspected exposure to a communicable disease and a finding by the provider or authority that the presence in the community of the employee or family member 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 the 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 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 ESSL for absences for reasons set forth above and employees will be paid for such absences to the extent they have ESSL available.

Notice and Documentation

If the employee's need to use ESSL is foreseeable, employees must give seven (7) calendar days advance notice, prior to the date the leave is to begin, of their 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 ESSL as soon as practicable. The Company may prohibit employees from using foreseeable ESSL on certain dates or require reasonable documentation if ESSL that is not foreseeable is used during such dates.

The Company will require reasonable documentation if the employee uses ESSL for three (3) or more consecutive workdays.

If ESSL 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 ESSL is taken for reason #3 above, any of the following will 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 ESSL is taken for reason #4 above, a copy of the order of the public official or the determination by the health authority will be considered reasonable documentation.

If ESSL is taken for reason #5 above, the following will be considered reasonable documentation: tangible proof of the school-related conference, meeting, function or other event requested or required by a school administrator, teacher or other professional staff member responsible for the education of the employee's child; or tangible proof of the meeting regarding care provided to the child of the employee in connection with the child's health conditions or disability.

Payment

ESSL 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 ESSL will not be counted as hours worked for purposes of calculating overtime.

Carryover and Payout

The employee may carry over up to 40 hours of accrued, unused ESSL under this policy to the following benefit year. Accrued but unused ESSL under this policy will not be paid at separation.

Enforcement and Retaliation

Employees have the right to request and use ESSL 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 the 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.

28-3. Statutory Short-Term Disability Benefits

Chenega Corporation also provides statutory short-term disability insurance.

This is solely a monetary benefit and not a leave of absence. Employees who will be out of work must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

28-4. New Jersey Family Leave Insurance Benefits

If employees need to take time off work to: 1) care for a family member with a serious health condition; 2) bond with a child during the first 12 months after birth or placement of the child for adoption or as a foster child; or 3) engage in activities for which unpaid leave may be taken pursuant to the New Jersey Security and Financial Empowerment Act (NJ SAFE Act), on the employee's own behalf, if a victim of an incident of domestic violence or a sexually violent offense, or to assist a family member of the individual who has been a victim of an incident of domestic violence or a sexually violent offense (except for any time for which the employee receives disability benefits for a disability caused by the violence or offense), or (iv) in the event of a state of emergency declared by the Governor, or when indicated to be needed by the Commissioner of Health or other public health authority, an epidemic of a communicable disease, a known or suspected exposure to the communicable disease, or efforts to prevent spread of the communicable disease, provide in-home care or treatment of the family member of the employee required due to: (a) the issuance by a healthcare provider or the commissioner or other public health authority of a determination that the presence in the community of the family member may jeopardize the health of others; and (b) the recommendation, direction, or order of the provider or authority that the family member be isolated or quarantined as a result of suspected exposure to a communicable disease, may be eligible to receive family leave benefits through the state of New Jersey. Leave, in this instance, is administered by the Division of Temporary Disability Insurance, the New Jersey Department of Labor and Workforce Development.

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 with whom the employee has a close association equivalent to a family

relationship.

These benefits are financed solely through employee contributions to the state. The state is responsible for determining if employees are eligible for such benefits.

Employees should advise their immediate supervisor or Human Resources if they need to take time for these purposes. Employees will be given 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 immediate supervisor during the time off work so Chenega Corporation may monitor their return-to-work status. In addition, employees should contact their immediate supervisor or Human Resources when they are ready to return to work so the Company may determine what positions, if any, are open.

Job Reinstatement Not Guaranteed

Please note: employees taking time off for these purposes are not guaranteed job reinstatement unless they qualify for such reinstatement under federal and/or state leave 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.

Retaliation

Employees will not be discharged, harassed, threatened or otherwise discriminated or retaliated against because they have requested or taken any family leave benefits pursuant to this policy.

28-5. Family and Medical Leave

NEW JERSEY FAMILY AND MEDICAL LEAVE POLICY

Employees may be entitled to a leave of absence under the Family and Medical Leave Act (FMLA) and/or the New Jersey Family Leave Act ("NJFLA"). This policy provides employees with information concerning FMLA and/or NJFLA entitlements and obligations employees may have during such leaves. If employees have any questions concerning FMLA and/or NJFLA leave, they should contact Human Resources.

I. **Eligibility**

FMLA leave is available to "FMLA eligible employees." To be an "FMLA eligible employee," the employee must: 1) have been employed by the Company for at least 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 50 or more employees are located within 75 miles of the worksite.

Special hours of service eligibility requirements apply to airline flight crew employees. NJFLA leave is available to "NJFLA eligible employees." To be an NJFLA eligible employee, the employee must:

1. have been employed by the Company in New Jersey for at least 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 that has 50 or more (30 or more effective June 30, 2019) employees. Base Hours mean the hours of work for which the employee receives compensation including overtime hours and hours for which the employee receives workers' compensation benefits.

II. Employee Entitlements for FMLA and NJFLA Leave

As described below, the FMLA and NJFLA provide eligible employees with a right to leave, health insurance benefits (FMLA only) and, with some limited exceptions, job restoration.

A. Basic FMLA and NJFLA Leave Entitlement

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The NJFLA provides eligible employees up to 12 workweeks of unpaid leave for certain family reasons during a 24-month period. The 12- or 24-month period is determined on a rolling 12-month period measured backward from the date an employee uses his/her FMLA leave.

It is the Company's policy to provide the greater leave benefit provided under the FMLA or NJFLA and to run leave concurrently under the FMLA and NJFLA whenever possible.

Leave may be taken for any one, or for a combination, of the following reasons:

to care for the employee's child after birth, or placement for adoption or foster care; to care for the employee's spouse (domestic partner or partner in a civil union - NJFLA only), child or parent (or parent-in-law, sibling, grandparent, grandchild, or any individual related by blood, or any other individual with a close association equivalent to a family relationship - NJFLA only) who has a **serious health condition**;

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 (FMLA only); and/or

because of any **qualifying exigency** arising out of the fact that the employee's spouse, son, daughter or parent is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty) in the Reserve component of the Armed Forces for deployment to a foreign country in support of contingency operations or Regular Armed Forces for deployment to a foreign country (FMLA only).

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 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 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.

Qualifying exigencies for FMLA leave 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.

B. Additional Military Family Leave Entitlement (Injured Servicemember Leave) (FMLA only)

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a **covered servicemember** is entitled to take up to 26 weeks of leave during a single 12-month period to care for the servicemember with a serious injury or illness. FMLA leave to care for a servicemember shall only be available during a single 12-month period and, when combined with other FMLA-qualifying leave, may not exceed 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.

A **"covered servicemember"** 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, is otherwise in outpatient status, or is on the temporary retired list, for a serious injury or illness. These individuals are referred to in this policy as "current members of the Armed Forces." **Covered servicemembers** also include a veteran who is discharged or released from military service under conditions 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.

C. Intermittent Leave and Reduced Leave Schedules

FMLA and/or NJFLA leave usually will be taken for a period of consecutive days, weeks or months. However, employees also may be entitled to take leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee (FMLA only) or covered family member (both FMLA and NJFLA), to bond with a child after birth, placement for adoption or foster care (NJFLA only), or the serious injury or illness of a covered servicemember (FMLA only). Leave due to qualifying exigencies (FMLA only) may also be taken on an intermittent or reduced schedule basis. Under the NJFLA, intermittent leave must be taken in increments of at least one week and reduced schedule leave must be at least one workday.

D. No Work While on Leave

The taking of another job while on FMLA/NJFLA or any other authorized leave of absence is grounds for immediate termination, to the extent permitted by applicable law.

E. Protection of Group Health Insurance Benefits

During FMLA leave only, eligible employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work.

F. Restoration of Employment and Benefits

At the end of FMLA leave, subject to some exceptions including situations where job restoration of "key employees" will cause the Company substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. The Company will notify employees if they qualify as "key employees," if it intends to deny reinstatement, and of their rights in such instances. A "key employee" is defined under the FMLA as the employee among the highest paid 10 percent of all employees who are employed within 75 miles of the worksite. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA leave.

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, 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 percent of employees or one of the seven 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 weeks.

G. Notice of Eligibility for, and Designation of, FMLA and NJFLA Leave

Employees requesting FMLA leave are entitled to receive written notice from the Company telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of: 1) their rights and responsibilities in connection with such leave; 2) the Company's designation of leave as FMLA-qualifying or non-qualifying, and if not FMLA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the employee's leave entitlement.

The Company may retroactively designate leave as FMLA and/or NJFLA leave with appropriate written notice to employees provided the Company's failure to designate leave as FMLA- or NJFLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA and/or NJFLA protection, the Company and employee can mutually agree that leave be retroactively designated as FMLA and/or NJFLA leave.

III. Employee FMLA and/or NJFLA Leave Obligations

A. Provide Notice of the Need for Leave

Employees who wish to take FMLA and/or NJFLA leave must timely notify the Company of their need for FMLA and/or NJFLA leave. The following describes the content and timing of such employee notices.

1. Content of Employee Notice

To trigger FMLA and/or NJFLA leave protections, employees must inform their Supervisor of the need for FMLA/NJFLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA and/or NJFLA leave specifically or explaining the reasons for the leave so as to allow the Company to determine that the leave is FMLA/NJFLA-qualifying. For example, employees might explain that:

- a condition renders them unable to perform the functions of their job or that they are under the

continuing care of a health care provider (FMLA only);
- they are pregnant or have been hospitalized overnight (FMLA only);
- a covered family member (including partner in a civil union and parent-in-law under NJFLA) is under the continuing care of a health care provider or a condition renders the family member unable to perform daily activities;
- the leave is due to a qualifying exigency cause by a covered military member being on active duty or called to covered active duty status to a foreign country (FMLA only); or
- a family member is a covered servicemember with a serious injury or illness (FMLA only).

Calling in "sick," without providing the reasons for the needed leave will not be considered enough notice for FMLA leave under this policy. Employees must respond to the Company's questions to determine if absences are potentially FMLA-qualifying.

If employees fail to explain the reasons for leave, the leave may be denied. When employees seek leave due to FMLA/NJFLA-qualifying reasons for which the Company has previously provided FMLA/NJFLA-protected leave, employees must specifically reference the qualifying reason for the leave or the need for FMLA and/or NJFLA leave.

2. **Timing of Employee Notice**

Employees requesting intermittent leave under the NJFLA (whether to care for a family member with a serious health condition or to bond with a newborn child or placement for adoption/foster care) must provide 15 days' advance notice from the first day of the intermittent leave unless an emergency or other unforeseen circumstance precludes prior notice. Employees must make a reasonable effort to schedule the leave so as to not unduly disrupt the operations of the Company. Employees must, if possible, provide the Company the regular schedule of the days or days of the week on which intermittent leave will be taken prior to the commencement of the intermittent leave

For all other reasons, employees must provide 30 days' advance notice of the need to take FMLA and/or NJFLA leave when the need is foreseeable. When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide the Company notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees who fail to give 30 days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA and/or NJFLA notice obligations, may have leave delayed or denied, to the extent permitted by applicable law.

B. **Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules**

When planning medical treatment, employees must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt the Company's operations, subject to the approval of the employee's health care provider. Employees must consult with the Company prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the Company and the employees, subject to the approval of the employee's health care provider. If employees providing notice of the need to take FMLA leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, the Company may require employees to attempt to make such arrangements, subject to the approval of the employee's health care provider.

When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered servicemember, the Company may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

When employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, employees must advise the Company of the reason why such leave is medically necessary. In such instances, the Company and employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting the Company's operations, subject to the approval of the employee's health care provider.

C. Submit Medical Certifications Supporting Need for Leave (Unrelated to Requests for Military Family Leave)

Depending on the nature of leave sought, employees may be required to submit medical certifications supporting their need for FMLA/NJFLA-qualifying leave. As described below, there generally are three types of medical certifications: an **initial certification**, a **recertification** and a **return to work/fitness for duty certification**.

It is the employee's responsibility to provide the Company with timely, complete and medical certifications. Whenever the Company requests employees to provide medical certifications, employees must provide the requested certifications within 15 calendar days after the Company's request, unless it is not practicable to do so despite the employee's diligent, good faith efforts. The Company shall inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven calendar days to cure deficiencies. The Company will deny leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the employee's permission, the Company (through individuals other than the employee's direct supervisor) may contact the health care provider to authenticate or clarify completed and sufficient medical certifications. If the employee chooses not to provide the Company with authorization allowing it to clarify or authenticate the certification with the health care provider, the Company may deny leave if the medical certification is unclear.

Whenever the Company deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient medical certifications.

1. Initial Medical Certifications

Employees requesting leave because of their own, or a family member's serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If the Company has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at the Company's expense. If the opinions of the initial and second health care providers differ, the Company may, at its expense, require employees to obtain a third, final and binding certification from a health

care provider designated or approved jointly by the Company and the employee.

2. **Medical Recertifications**

Depending on the circumstances and duration of FMLA leave, the Company may require employees to provide recertification of medical conditions giving rise to the need for leave. The Company will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification.

3. **Return to Work/Fitness for Duty Medical Certifications**

Unless notified that providing such certifications is not necessary, the employees returning to work from FMLA leave that was taken because of their own serious health conditions that made them unable to perform their job must provide the Company medical certification confirming the employee is able to return to work and the employee's ability to perform the essential functions of the employee's position, with or without reasonable accommodation. The Company may delay and/or deny job restoration until the employee provides a return to work/fitness for duty certification.

D. **Submit Certifications Supporting Need for Military Family Leave**

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the covered active duty or call to covered active duty status of a military member, the Company may require employees to provide: 1) a copy of the military member's active duty orders or other documentation issued by the military indicating the military member is on covered active duty or call to covered active duty status and the dates of the military member's covered active duty service; and 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different covered active duty or call to covered active duty status of the same or a different military member.

When leave is taken to care for a covered servicemember with a serious injury or illness, the Company may require employees to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, and in accordance with the FMLA regulations, the Company may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered servicemember confirming entitlement to such leave.

E. **Substitute Paid Leave for Unpaid FMLA and NJFLA Leave**

Employees may use any accrued paid time 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 the employee's FMLA and/or NJFLA entitlement.

During the leave, employees may be eligible for compensation, such as temporary disability benefits, family leave benefits or workers' compensation benefits. Any compensation or leave taken in connection with any other policy/plan shall run concurrently with any FMLA/NJFLA leave entitlement.

Upon written request, the Company will allow employees to use accrued paid time to supplement any paid disability benefits.

F. Pay Employee's Share of Health Insurance Premiums

As noted above, during FMLA leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. Unless the Company notifies employees of other arrangements, whenever employees are receiving pay from the Company during FMLA leave, the Company will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working. If FMLA leave is unpaid, employees must pay their portion of the group health premium through a method determined by the Company upon leave.

The Company's obligation to maintain health care coverage ceases if the employee's premium payment is more than 30 days late. If the 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 within 30 calendar days 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), they will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid FMLA leave.

[Note: If the 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, the employee who is on NJFLA-only leave likely will trigger COBRA requirements due to a reduction in hours worked. If the employer's group health plan is covered under ERISA, the employer should coordinate with their insurance broker or plan to ensure appropriate steps are taken regarding COBRA notice.]

IV. Coordination of FMLA/NJFLA Leave with Other Leave Policies

The FMLA does not affect any federal, state or local law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement that provides greater family or medical leave rights such as the NJFLA. However, whenever permissible by law, the Company will run FMLA leave concurrently with NJFLA and any other leave provided under state or local law. For additional information concerning leave entitlements and obligations that might arise when FMLA/NJFLA leave is either not available or exhausted, please consult the Company's other leave policies in this handbook or contact Human Resources.

V. Questions and/or Complaints about FMLA/NJFLA Leave

If employees have questions regarding this FMLA/NJFLA policy, they should contact Human Resources. The Company is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA/NJFLA.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If employees believe their rights have been violated, they should contact Human Resources immediately. The Company will investigate any complaints and take prompt and appropriate remedial action to address and/or remedy any violation.

Employees also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

SECTION 29 - NEW MEXICO ADDENDUM

29-1. County of Bernalillo Earned Paid Time Off

Eligibility. The Company provides earned paid time off to eligible employees who perform 56 hours or more of work within a year in the unincorporated limits of the County of Bernalillo pursuant to the Employee Wellness Act (the "Ordnance"). For employees who work in in the unincorporated limits of Bernalillo County who are eligible for paid time off under the general Paid Time Off policy, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general Paid Time Off policy.

Accrual. Employees begin to accrue earned paid time off pursuant to this policy on October 1, 2020 or at the start of employment, whichever is later. Employees accrue earned paid time off at a rate of one (1) hour for every thirty-two (32) hours worked, up to a maximum accrual of twenty-four (24) hours each year. Exempt employees are assumed to work forty (40) hours in each workweek. For purposes of this policy, the year is the consecutive 12-month period based on employee anniversary date.

Usage. Accrued earned paid time off may be used beginning on the 90th calendar day of employment or December 30, 2020, whichever is later, assuming the employee has also worked 56 hours in a year. Earned paid time off leave may be used in the smallest increment available in the payroll system. An employee may not use more than twenty-four (24) hours of earned paid time off in a year.

An employee may use earned paid time for any reason.

An employee's use of earned paid time off will not be conditioned upon searching for or finding a replacement worker.

Upon an employee's request, the Company will inform an employee of the amount of earned paid time off accrued and used by the employee.

Notice and Documentation. Requests to use earned paid time off may be made orally, in writing, or electronically (e.g., via email) by the employee or a family member, caretaker, or medical professional acting on the employee's behalf. Whenever possible, the request must include the expected duration of the employee's absence. When the use of earned paid time off is foreseeable, such as a scheduled medical appointment or similar matters, notice must be provided to the employee's manager as soon as practicable and when possible, the employee should schedule the use of earned paid time off for these purposes in a manner that does not unduly disrupt the operations of the Company. When the use of paid leave is not foreseeable due to an emergency or illness, notice to the employee's manager should be provided as soon as practicable. All information the Company obtains related to the employee's reasons for taking earned *paid time off* will be treated as confidential and not disclosed except with the permission of the employee or as necessary for the Company for validation purposes for insurance disability claims or accommodations consistent with the Americans with Disabilities Act.

Payment. Employees will receive payment for earned paid time off at the same hourly rate and with the same benefits, including health care benefits, as the employee normally earns during hours worked. Use of earned paid time off is not considered hours worked for purposes of calculating overtime.

Carryover & Payout. Accrued earned paid time off carries over from year to year, but is subject to the maximum accrual (accrual cap) of twenty-four (24) hours. Accrued but unused earned paid time off under this policy will not be paid at separation.

Enforcement & Retaliation. Retaliation against an employee for requesting or using earned paid time off for which the employee is eligible is prohibited, and employees may file a complaint with the county for any violation of the Ordinance.

Employees with questions regarding this policy can contact Human Resources.

SECTION 30 - NEW YORK ADDENDUM

30-1. Sexual Harassment

Chenega Corporation is committed to a workplace free of sexual harassment and retaliation. Chenega Corporation does not tolerate and prohibits sexual harassment of or against job applicants, contractors, interns, volunteers, or employees by another employee, supervisor, vendor, customer or any third party. Chenega Corporation also prohibits retaliation as defined below.

Sexual harassment and retaliation are unacceptable in the workplace and in any work- related settings such as business trips and Company-sponsored 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, sexual harassment and retaliation are 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 are unlawful.

Definition of Sexual Harassment

Sexual harassment includes harassment on the basis of sex or gender (including pregnancy, childbirth and related medical conditions), gender identity or gender expression (including transgender status) and/or sexual orientation. Sexual harassment includes unwelcome conduct which is either of a sexual nature or which is directed at an individual because of that individuals' sex or gender (including pregnancy, childbirth and related medical conditions), gender identity or gender expression (including transgender status) and/or sexual orientation when:

- submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- the 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.

Sexual 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 conduct (including physically threatening another) that denigrates or shows hostility or aversion towards an individual on the basis of sex or gender (including pregnancy, childbirth and related medical conditions), gender identity or gender expression (including transgender status) and/or sexual orientation. Such conduct violates this policy, even if it is not unlawful.

Because it is difficult to define unlawful sexual harassment, employees are always expected to behave in a manner consistent with the intended purpose of this policy.

Examples of conduct that violates this policy include:

- unwelcome sexual advances, comments, gestures, flirtations, leering, whistling, touching, kissing, pinching, assault, blocking normal movement;

- requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
- sexual jokes or comments about a person's body, sexuality or sexual experience; propositions or suggestive or insulting comments of a sexual nature;
- derogatory, obscene or vulgar cartoons, posters, pictures, and drawings; sexually explicit emails or voicemails;
- conversation about one's own or someone else's sex life;
- conduct, comments, or hostile actions consistently targeted at only one gender or because of the person's gender or gender identity or expression, even if the content is not sexual.

Definition of Retaliation

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 discourage the employee from reporting sexual harassment or retaliation;
- shunning and avoiding an individual who reports sexual harassment or retaliation;
- express or implied threats or intimidation intended to prevent an individual from reporting sexual harassment or retaliation; and
- denying employment benefits because an applicant or employee reported or encouraged another employee to report sexual harassment or retaliation or participated in the reporting and investigation process described below.

Reporting Procedures

If the employee believes someone has violated this policy, the employee should promptly bring the matter to the immediate attention of the Employee's Supervisor or to Human Resources at the following address 3000 C Street, Ste. 301; Anchorage, AK 99503 and phone number 907-261-3281.

If the person toward whom the complaint is directed is one of the individuals indicated above, employees should contact any higher-level manager in their reporting hierarchy.

Written complaints can be submitted internally using the form provided in this handbook.

If the employee makes a complaint under this policy and has not received a satisfactory response within five (5) business days, the employee should contact the Human Resources immediately at the following address 3000 C Street, Ste. 301; Anchorage, AK 99503 and phone number 907-677-4971.

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 Human Resources.

Investigation Procedures

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 individual's concerns confidential. However,

complete confidentiality may not be possible in all circumstances. All individuals are required to cooperate in all investigations conducted pursuant to this policy.

During the investigation, the Company generally will interview the complainant and the accused, conduct further interviews as necessary and review any relevant documents or other information. Upon completion of the investigation, the Company will determine whether this policy has been violated based upon its reasonable evaluation of the information gathered during the investigation. The Company will inform the complainant and the accused of the results of the investigation.

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. 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 sexual harassment 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.

Legal Protections and External Remedies

Aside from the internal complaint process at the Company, individuals may choose to pursue external legal remedies with the following governmental entities.

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 (1) 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 (3) years of the alleged sexual harassment. An individual may not file with DHR if they have already filed an HRL complaint in state court.

Complaining internally to the Company does not extend the time to file with DHR or in court. The one (1) year or three (3) years is counted from the date of the most recent incident of harassment.

An attorney is not needed to file a complaint with DHR, and there is no cost to file with DHR.

DHR will investigate complaints 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 the 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; (718) 741-8400; 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 individual 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, those 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.

Remember, Chenega Corporation cannot remedy claimed sexual harassment or retaliation unless individuals bring these claims to the attention of management. Please report any conduct which violates this policy.

30-2. Sexual Harassment Complaint Form

If you believe that you have been subjected to sexual harassment, you are encouraged to complete this form and submit it to the Employee's Supervisor or Human Resources. If you are more comfortable reporting verbally or in another manner, you may do so and can follow the guidelines set forth in the Nondiscrimination & Anti-Harassment Policy. You will not be retaliated against for filing a complaint. Once a complaint is received, Chenega Corporation will follow the investigation process described in our policy.

General Information

Your Name / Job Title:

Your Department / Supervisor:

Preferred Communication Method (if via e-mail or phone, please provide contact info): **Complaint Information**

1. Please tell us who you believe has violated our policy against sexual harassment. What is their relationship to you (e.g., supervisor, subordinate, co-worker, other)?

2. Please describe what happened and how it is affecting you and your work. Please use additional sheets of paper if necessary and attach any relevant documents or evidence.

3. Please provide specific date(s) the alleged sexual harassment occurred. Additionally, please advise if the alleged sexual harassment is continuing.

4. Please list the name and contact information of any witnesses or individuals who may have information related to your complaint.

This last question is optional, but may help the investigation

5. Have you previously complained or provided information (verbal or written) about related incidents? If yes, when and to whom did you complain or provide information?

If you have retained legal counsel and would like us to work with them, please provide their contact information.

Sign and date this form below

Signature:_____Date: _____

30-3. Lactation Breaks

Chenega Corporation provides employees who are nursing 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.

30-4. Jury Duty Leave

Chenega Corporation realizes that it is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All employees will be allowed time off to perform such civic service as required by law. Employees are expected, however, to provide proper notice of a request to perform jury duty and verification of their service, including fees received for jury duty service.

Employees also are expected to keep management informed of the expected length of jury duty service and to report to work for the major portion of the day if excused by the court. If the required absence presents a serious conflict for management, employees may be asked to try to postpone jury duty.

The Company will compensate the juror with a fee of $40 or the juror's regular wage (whichever is lower) for the first three (3) days of jury service. Exempt employees will be paid their full salary less jury duty fees for any week in which they performed work for the Company and missed work due to jury service.

30-5. Witness Leave

Employees called to serve as a witness in a judicial proceeding must notify their supervisor as soon as possible.

Employees will not be compensated for time away from work to participate in a court case but may use available vacation and personal time to cover the period of absence.

Employees that appear in court to testify as a witness or victim, or to consult with a district attorney or obtain an order of protection, will not be disciplined or discharged for their absence.

30-6. Voting Leave

Employees who are eligible to vote in an election, but do not have sufficient time outside their working hours to vote, may request up to three two (32) hours, with pay, to be used at the beginning or the end of their normally scheduled workday to enable them to vote (as designated by the employer) while polls are open. Sufficient time is defined as four consecutive hours either between the opening of the polls and the beginning of the work shift or between the end of the work shift and the closing of the polls.

Employees must notify Chenega Corporation of their intention to take time off to vote at least two (2) working days prior to Election Day.

30-7. Statutory Short-Term Disability Benefits

Chenega Corporation also provides statutory short-term disability insurance.

This is solely a monetary benefit and not a leave of absence. Employees who will be out of work must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

30-8. Family Military Leave

Employees who work an average of at least 20 hours per week and are spouses of military members generally are entitled to up to 10 days of unpaid leave during any period when the spouse in the military is on leave from active duty. Prior notice is requested for staffing reasons. Employees will not be retaliated against for exercising their rights under this policy.

Leave runs concurrently with FMLA Qualifying Exigency leave to the extent both are applicable.

30-9. Bone Marrow Donation Leave

Employees who work 20 or more hours per week are entitled to up to 24 hours of unpaid leave for the purposes of donating bone marrow. Verification of donation and the length of necessary leave may be required by the Company. Reasonable notice of leave must be provided. Employees may use accrued paid time off for this purpose.

30-10. Blood Donation Leave

Employees who work an average of at least 20 hours per week are eligible for up to three (3) hours of unpaid leave in any 12-month period for donating blood. Employees must provide advance notice of at least three (3) working days of their intention to avail themselves of this leave, except in emergency situations. Employees may use accrued paid time off for this purpose.

30-11. 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 to the date PFL begins) are eligible for PFL. Paid time off can be counted toward the employee's eligibility determination. Employees are eligible for PFL regardless of citizenship and/or immigration status. Employees have the option to file a waiver of PFL and therefore not be subject to deductions when their regular employment schedule is:

- 20 or more hours per week but the employee will not work 26 consecutive weeks; or
- fewer 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 12 weeks on or after January 1, 2021)*** within any 52- consecutive-week period. PFL is available for any of the following reasons:

- 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
- to bond with the employee's child during the first 12 months after the child's birth, adoption or foster care placement; or
- 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.

PFL benefits are financed solely through employee contributions via payroll deductions.

The weekly monetary benefit will be 60 percent of the employee's average weekly wage or 60 percent of the state average weekly wage, whichever is less (*increases to 67 percent or after January 1, 2021.*

The Company and the 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.

The 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 the 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. The 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:

- for a birth mother's pregnancy or prenatal conditions;
- for the employee's own health condition; and/or
- for the 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 inpatient care in a hospital, hospice or residential health care facility; or continuing treatment or continuing supervision by a health care provider.

Use of Leave

The employee does not need to use this leave entitlement in one (1) 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 the employee is entitled beyond the amount of leave actually taken.

Employee Responsibilities

The employee must provide 30 days' advance notice before the date leave is to begin if the qualifying event is foreseeable. When 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 give 30 days' advance notice of a foreseeable event may result in partial denial of the employee's benefits for a period of up to 30 days from the date notice is provided.

Employees must provide enough 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. The employee requesting PFL must submit a

completed Request for Paid Family Leave or PFL-1 form and additional certification form(s) as follows to the Company's insurance carrier: 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. These documents are available from Human Resources.

To submit a request for PFL, employees must complete the employee's portion of the insurance carrier's PFL-1 Form and submit it to their Supervisor. The Company will complete its section of the form and will return it to the employee within three (3) business days. If the Company fails to respond, employees may submit all materials directly to the insurance carrier. Depending on the type of PFL leave employees are seeking, employees will be required to complete additional PFL forms as described in the communication that employees will receive from the insurance carrier. Employees must submit the completed PFL forms before or within 30 days after the start of their leave. The insurance carrier must pay or deny leave requests within 18 calendar days of receiving the 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 the employee's premium payment is more than 30 days late. If the 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.

Employees who exercise their right to PFL will, upon the expiration of that leave, be entitled to be restored to the position they held 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 sick or vacation time.

Leave Concurrent with FMLA

The Company will require the employee, who is entitled to leave under both the Family & Medical Leave Act (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 the employee's usual workday, the Company may deduct one (1) day of PFL from the 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, employees should consult the Company's other leave policies or contact Human Resources. The Company is committed to complying with the PFL and will 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 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 they have been 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 the 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 the employee's complaint is received, the Board will assemble the employee's case and schedule a preliminary hearing in front of a Workers' Compensation Law Judge.

30-12. Receipt of Sexual Harassment Policy

Chenega Corporation is committed to a workplace free of sexual harassment and retaliation. Chenega Corporation does not tolerate and prohibits sexual harassment of or against job applicants, contractors, interns, volunteers, or employees by another employee, supervisor, vendor, customer or any third party. Chenega Corporation also prohibits retaliation as defined below.

Sexual harassment and retaliation are unacceptable in the workplace and in any work- related settings such as business trips and Company-sponsored 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, sexual harassment and retaliation are 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 are unlawful.

Definition of Sexual Harassment

Sexual harassment includes harassment based on sex or gender (including pregnancy, childbirth and related medical conditions), gender identity or gender expression (including transgender status) and/or sexual orientation. Sexual harassment includes unwelcome conduct which is either of a sexual nature or which is directed at an individual because of that individuals' sex or gender (including pregnancy, childbirth and related medical conditions), gender identity or gender expression (including transgender status) and/or sexual orientation when:

- submission to that conduct or those advances, or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- the 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.

Sexual 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 conduct (including physically threatening another) that denigrates or shows hostility or aversion towards an individual on the basis of sex or gender (including pregnancy, childbirth and related

medical conditions), gender identity or gender expression (including transgender status) and/or sexual orientation. Such conduct violates this policy, even if it is not unlawful.

Because it is difficult to define unlawful sexual harassment, employees are expected to behave at all times in a manner consistent with the intended purpose of this policy.

Examples of conduct that violates this policy include:

- unwelcome sexual advances, comments, gestures, flirtations, leering, whistling, touching, kissing, pinching, assault, blocking normal movement;
- requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
- sexual jokes or comments about a person's body, sexuality or sexual experience;
- propositions or suggestive or insulting comments of a sexual nature;
- derogatory, obscene or vulgar cartoons, posters, pictures, and drawings;
- sexually explicit emails or voicemails;
- conversation about one's own or someone else's sex life;
- conduct, comments, or hostile actions consistently targeted at only one gender or because of the person's gender or gender identity or expression, even if the content is not sexual.

Definition of Retaliation

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 discourage the employee from reporting sexual harassment or retaliation;
- shunning and avoiding an individual who reports sexual harassment or retaliation;
- express or implied threats or intimidation intended to prevent an individual from reporting sexual harassment or retaliation; and
- denying employment benefits because an applicant or employee reported or encouraged another employee to report sexual harassment or retaliation or participated in the reporting and investigation process described below.

Reporting Procedures

If the employee believes someone has violated this policy, the employee should promptly bring the matter to the immediate attention of the Employee's Supervisor or to Human Resources at the following address 3000 C Street, Ste. 301; Anchorage, AK 99503 and phone number 907-261-3281.

If the person toward whom the complaint is directed is one of the individuals indicated above, employees should contact any higher-level manager in their reporting hierarchy.

Written complaints can be submitted internally using the form provided in this handbook.

If the employee makes a complaint under this policy and has not received a satisfactory response within five (5) business days, the employee should contact the Human Resources immediately at the following address 3000 C Street, Ste. 301; Anchorage, AK 99503 and phone number 907-677-4971.

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 Human Resources.

Investigation Procedures

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 individual's concerns confidential. However, complete confidentiality may not be possible in all circumstances. All individuals are required to cooperate in all investigations conducted pursuant to this policy.

During the investigation, the Company generally will interview the complainant and the accused, conduct further interviews as necessary and review any relevant documents or other information. Upon completion of the investigation, the Company will determine whether this policy has been violated based upon its reasonable evaluation of the information gathered during the investigation. The Company will inform the complainant and the accused of the results of the investigation.

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. 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 sexual harassment 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.

Legal Protections and External Remedies

Aside from the internal complaint process at the Company, individuals may choose to pursue external legal remedies with the following governmental entities.

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 (1) 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 (3) 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 the time to file with DHR or in court. The one (1) year or three (3) years is counted from the date of the most recent incident of harassment. An attorney is not needed to file a complaint with DHR, and there is no cost to file with DHR.

DHR will investigate complaints 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 the 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; (718) 741-8400; 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 individual 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, those 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.

Remember, Chenega Corporation cannot remedy claimed sexual harassment or retaliation unless individuals bring these claims to the attention of management. Please report any conduct which violates this policy.

30-13 Reproductive Health Decision Making Discrimination Policy

The Company may not:

- discriminate nor take any retaliatory personnel action against an employee with respect to compensation, terms, conditions, or privileges of employment because of or on the basis of the employee's or dependent's reproductive health decision making, including, but not limited to, a decision to use or access a particular drug, device or medical service; or
- require an employee to sign a waiver or other document which purports to deny an employee the right to make their own reproductive health care decisions, including use of a particular drug, device, or medical service.

The Company also may not access an employee's personal information regarding the employee's or the employee's dependent's reproductive health decision making, including but not limited to, the decision to use or access a particular drug, device or medical service without the employee's prior informed affirmative written consent.

An employee may bring a civil action in any court of competent jurisdiction against the Company for any alleged violations of this policy. In any civil action alleging a violation of this policy, the court may: award damages, including, but not limited to, back pay, benefits and reasonable attorneys' fees and costs incurred to a prevailing plaintiff; afford injunctive relief against the Company if it commits or proposes to commit a violation of the provisions of this policy; order reinstatement; and/or award liquidated damages equal to 100% of the award for damages unless the Company proves a good faith basis to believe that its actions in violation of this policy were in compliance with the law.

Any act of retaliation for an employee exercising any rights granted under this policy shall subject the Company to separate civil penalties. For the purposes of this policy, retaliation or retaliatory personnel action shall mean discharging, suspending, demoting, or otherwise penalizing an employee for: making or threatening to make, a complaint to the Company, co-worker, or to a public body, that rights guaranteed under this policy have been violated; causing to be instituted any proceeding under or related to this policy; or providing information to, or testifying before, any public body conducting an investigation, hearing, or inquiry into any such violation of a law, rule, or regulation by the Company.

Employees with issues or concerns regarding this policy or who feel they have been subjected to any alleged violation of this policy should contact Human Resources.

30-14 New York City Supplemental Gender Discrimination

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 locker rooms - 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.
- 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.

30.15 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 who the Company has notice 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 our 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 through our leave provider online or via telephone. Additionally, 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 their business unit Human Resources Director.

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 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.

We will not allow any form of retaliation against individuals who have requested an accommodation, for who 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.

30-16 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 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 their supervisor 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.

30-17. 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 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:

- If 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 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 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.

30-18. New York City Paid Sick Leave

Eligibility

The Company provides paid sick leave to employees who work in New York. For employees who work in New York who are eligible for sick time under the general Paid Sick Time policy 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 general Paid Sick Time policy and/or any other applicable sick time/leave law or

ordinance.

Accrual

Employees begin accruing paid sick leave pursuant to this policy on September 30, 2020 or at the start of employment, whichever is later. Employees will accrue one (1) hour of paid sick leave 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 sick leave accrues based upon that normal workweek. For purposes of this policy, the calendar year is the consecutive 12-month period based on employee anniversary date.

Usage

Employees may begin using accrued paid sick immediately. Paid sick leave may be used in a minimum increment of four (4) hours. An employee may not use more than forty (40) hours of accrued paid sick leave in any calendar year.

Employees may use accrued paid sick leave:

1) For a mental or physical illness, injury, or health condition of such employee or such employee's family member, regardless of whether such illness, injury, or health condition has been diagnosed or requires medical care at the time that such employee requests such leave;
2) For the diagnosis, care, or treatment of a mental or physical illness, injury or health condition of, or need for medical diagnosis of, or preventive care for, such employee or such employee's family member; or
3) For an absence from work due to any of the following reasons when the employee or employee's family member has been the victim of domestic violence, a family offense, sexual offense, stalking, or human trafficking:
    a. to obtain services from a domestic violence shelter, rape crisis center, or other services program;
    b. 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;
    c. to meet with an attorney or other social services provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding;
    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 any other actions necessary to ensure the health or safety of the employee or the employee's family member or to protect those who associate or work with the employee.

A person who has committed such domestic violence, family offense, sexual offense, stalking, or human trafficking will not be eligible for paid sick leave for situations in which the person committed such offense and was not a victim, notwithstanding any family relationship.

For purposes of this policy, "family member" means an employee's child (biological, adopted, or foster child, a legal ward, or a child of an employee standing in loco parentis), spouse, domestic partner, parent (biological, foster, step, adoptive, legal guardian, or person who stood in loco parentis when the employee was a minor child), sibling, grandchild, or grandparent; and the child or parent of an employee's spouse or domestic partner.

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

Employees may make requests to use paid sick leave orally or in writing. Employees must provide reasonable advance notice of the need to use accrued paid sick leave to their supervisor if the need is foreseeable. Where the need is not foreseeable, employees should provide notice as early as practicable.

The Company may require supporting documentation for the use of paid sick leave to the extent permitted by applicable law. The Company will not require the disclosure of confidential information relating to a mental or physical illness, injury, or health condition of such employee or such employee's family member, or information relating to absence from work due to domestic violence, a sexual offense, stalking, or human trafficking, as a condition of providing paid sick leave.

Payment

Paid sick leave will be paid at the employee's regular rate of pay or the applicable state minimum wage, whichever is greater. Use of paid sick leave is not considered hours worked for purposes of calculating overtime.

Carryover & Payout

An employee may carry over accrued, unused paid sick leave under this policy to the following calendar year. Accrued but unused paid sick leave under this policy will not be paid at separation.

Enforcement & Retaliation

Employees will not be discharged, threatened, penalized or in any other manner discriminated or retaliated against because such employee has exercised their rights to paid sick leave under this policy and applicable law including, but not limited to, requesting paid sick leave and using paid sick leave, consistent with this policy and applicable law.

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

30-19. New York City Earned Safe and Sick Time (For Employees Also Covered Under The New York Paid Sick Leave

Eligibility. The Company provides paid safe/sick time to employees who work in New York City. For employees who work in New York City who are eligible for sick time under the general Paid Sick Time policy, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general Paid Sick Time policy.

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 56 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 based on employee anniversary date.

Usage. Employees may begin using accrued paid safe/sick time immediately. Paid safe/sick time may be used in a minimum increment of four (4) hours, provided this is reasonable under the circumstances. An employee may not use more than fifty-six (56) 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;
    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 (biological, adopted, or foster child, a legal ward, or a child of an employee standing in loco parentis), spouse, domestic partner, parent (biological, foster, step, adoptive, legal guardian, or person who stood in loco parentis when the employee was a minor child), 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.

An employee's use of safe/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 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 may make requests to use paid safe/sick time orally or in writing. Employees must provide seven (7) days advance notice of the need to use accrued paid safe/sick time to the employee's manager if the need is foreseeable. Where the need is not foreseeable, employees should provide notice as early as practicable.

The Company may require supporting documentation if the employee uses accrued paid safe/sick time for more than three (3) consecutive work days, to the maximum extent permitted by applicable law. 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 time used 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.

The Company will not require the disclosure of confidential information relating to a mental or physical illness, injury, or health condition of such employee or such employee's family member, or information relating to absence from work due to domestic violence, a sexual offense, stalking, or human trafficking, as a condition of providing paid sick safe/sick time. Moreover, the Company cannot require that employees or a health care or service provider disclose personal health information or the details of the matter for which an employee requests safe leave under the New York City Paid Safe and Sick Leave Law. The Company must keep information about an employee or an employee's family member obtained solely because of the Paid Safe and Sick Leave law confidential unless the employee consents to disclosure in writing or disclosure is required by law.

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 fifty-six (56) 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 or the New York State Department of Labor. 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.

SECTION 31 - NORTH CAROLINA ADDENDUM

31-1. School Attendance Leave

Chenega Corporation will grant employees who are parents or guardians of school-age children up to four (4) hours of unpaid leave during any 12-month period (to be taken at a mutually agreed upon time between the Company and the employee unless the Company advises the employee otherwise)to participate in activities at their children's school (which includes a preschool or child care facility). Forty-eight hours' written advance notice is required. The leave shall occur at a time mutually agreed upon by the employee and the Company. The Company may require verification of the employee's participation in the school activities. Employees must first use accrued paid time off for this purpose.

SECTION 32 - OHIO ADDENDUM

32-1. 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 Human Resources. thirty (30) days before the first day of the absence requested. If this is not possible, employees must at least give notice to Human Resources 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.

SECTION 33 - OREGON ADDENDUM

33-1. Sick Time

Eligibility

Chenega Corporation provides paid sick time to employees who work in Oregon. For employees whose primary place of work is in Oregon and who are eligible for sick time under the general Paid Sick Days policy 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 general Paid Sick Days policy 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 one-and-one-third (1-1/3) hours of paid sick time for every 40 hours worked, up to a maximum accrual of 40 hours each year. Exempt employees will be presumed to work 40 hours in each workweek for accrual purposes unless their normal workweek is less than 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 1 and ending on December 31.

Employees will be notified in writing at least quarterly of the amount of accrued and unused sick time available for use by the employee.

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. The employee may not use more than 40 hours of accrued paid sick time in any year.

The employee may use paid sick time for the following reasons:

1. for the employee's or a family member's (spouse, same-gender domestic partner, custodial, non-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 stepchild, 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 his or her 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
        i. 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, within twelve (12) months after the child's birth or replacement;

    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 the employee or the 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.

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).

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

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 their Supervisor is required before the start of the employee's shift or, when circumstances prevent such notice, as soon as practicable.

If the employee takes more than three (3) consecutively scheduled workdays of paid sick time for reasons 1 through 3 above, documentation of the need for the paid sick time may be required in the form of verification

from a health care provider or certification such as:

- 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;
- 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
- 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 workdays, the verification/certification which may be requested above should be provided before the sick time commences or as soon as otherwise practicable. If the 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 15 calendar days of the request for such verification. Certification for paid sick time used for reason 3 (above) must be provided within a reasonable time after the request for such certification.

Additionally, if the employee is suspected of 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 the 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 the 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 and Payout

Up to 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 and Retaliation

The Company will not deny, interfere with, restrain or fail to pay for sick time to which the employee is entitled pursuant to this policy and/or applicable law, or retaliate or discriminate against the 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.

33-2. Lactation Breaks

Subject to certain exceptions, employees who are nursing may take an unpaid 30-minute break during each four (4) hours of a shift to express breast milk after the birth of a child. Chenega Corporation will make reasonable efforts to provide a private location. Employees will not be retaliated against for exercising their rights under this policy.

33-3. Bone Marrow Donation Leave

Employees who work 20 or more hours per week are entitled to up to 40 hours of unpaid leave for the purposes of donating bone marrow. Verification of donation and the length of necessary leave may be required by the Company. Reasonable notice of leave must be provided. Employees may use accrued paid time off for this purpose.

33-4. Family and Medical Leave

Employees may be entitled to a leave of absence under the Family and Medical Leave Act ("FMLA") and/or the Oregon Family Leave Act ("OFLA"). This policy provides employees information concerning FMLA and OFLA entitlements and obligations employees may have during such leaves. Whenever permitted by law, the Company will run FMLA leave concurrently with OFLA and any other leave provided under state or local law. If employees have any questions concerning FMLA leave, they should contact Human Resources.

I. Eligibility

FMLA leave is available to "FMLA eligible employees." To be an "FMLA eligible employee," the employee must: 1) have been employed by the Company for at least 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 50 or more employees are located within 75 miles of the worksite.

Special hours of service eligibility requirements apply to airline flight crew employees.

OFLA leave is available to "OFLA eligible employees." To be an "OFLA eligible employee," the employees 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 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 25 employees in Oregon (including part-time employees and employees on leave) during each working day of 20 or more calendar workweeks in the year in which the leave will be taken, or in the preceding year.

II. Entitlements

The FMLA and OFLA provide eligible employees with a right to leave, health insurance benefits (FMLA only) and, with some limited exceptions, job restoration.

A. Basic FMLA and OFLA Leave Entitlement

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The OFLA generally provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The 12-month period is determined based on a rolling 12-month period measured backward from the date an employee uses his/her FMLA leave. It is the Company's policy to provide the greater leave benefit provided under the FMLA or OFLA and to run leave concurrently under the FMLA and OFLA whenever possible. Leave may be taken for any one, or for a combination, of the following reasons:

- To care for the employee's child after birth, or placement for adoption or foster care (parental leave);
- To care for the employee's spouse (or same sex domestic partner - OFLA only), son, daughter (child does not have to be under 18 - OFLA only), or parent (or parent-in- law- OFLA only), or grandchild or grandparent (OFLA only) who has a **serious health condition**;
- To care for the employee's child or same-sex domestic partner's child with an illness or injury that requires home care but is not a serious health condition (sick child leave) (OFLA only);
- To deal with the death of a family member by attending the funeral (or alternative) of the family member; making arrangements necessitated by the death of a family member; or grieving the death of a family member (OFLA only);
- 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; and/or
- Because of any **qualifying exigency** arising out of the fact that an employee's spouse, son, daughter or parent is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty) in the Reserve component of the Armed Forces for deployment to a foreign country in support of contingency operations or Regular Armed Forces for deployment to a foreign country (FMLA only).

The OFLA has special rules that impact the amount of leave an eligible employee may take in the applicable 12-month period. Eligible employees under the OFLA may take more than 12 weeks of OFLA leave during the 12 month period in the following situations: (1) 12 weeks of parental leave and up to an additional 12 weeks of sick child leave, unless another family member is available to care for the child and (2) eligible female employees can take up to an additional 12 weeks of leave if they are disabled by pregnancy or childbirth. In addition, absences due to compensable work-related injuries or illnesses under the Oregon Workers' Compensation Law are not counted under an eligible employee's OFLA 12 week leave entitlement. 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 12 weeks per leave year. The leave must be completed within 60 days after the date on which the employee receives notice of the death of the family member.

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 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 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, incapacity due to pregnancy or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

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.

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.

B. **Additional Military Family Leave Entitlement (Injured Servicemember Leave) (FMLA Only)**

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a **covered servicemember** is entitled to take up to 26 weeks of leave during a single 12-month period to care for the servicemember with a serious injury or illness. Leave to care for a servicemember shall only be available during a single 12-month period and, when combined with other FMLA-qualifying leave, may not exceed 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.

A **"covered servicemember"** 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, is otherwise in outpatient status or is on the temporary retired list, for a serious injury or illness. These individuals are referred to in this policy as "current members of the Armed Forces." **Covered servicemembers** also include a veteran who is discharged or released from military service under conditions 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.

C. **Intermittent Leave and Reduced Leave Schedules**

FMLA and/or OFLA leave usually will be taken for a period of consecutive days, weeks or months. However, employees are also entitled to take FMLA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member, or the serious injury or illness of a covered servicemember. Leave due to qualifying exigencies may also be taken on an intermittent or reduced schedule basis.

D. **No Work While on Leave**

The taking of another job while on FMLA/OFLA leave or any other authorized leave of absence is grounds for immediate discharge, to the extent permitted by applicable law.

E. **Protection of Group Health Insurance Benefits**

During FMLA leave, eligible employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work.

F. Restoration of Employment and Benefits

At the end of FMLA leave, subject to some exceptions including situations where job restoration of "key employees" will cause the Company substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. The Company will notify employees if they qualify as "key employees," if it intends to deny reinstatement and of their rights in such instances. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA leave.

As with FMLA leave, at the end of OFLA 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 OFLA.

G. Notice of Eligibility for, and Designation of, FMLA and OFLA Leave

Employees requesting FMLA and/or OFLA leave are entitled to receive written notice from the Company telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of: 1) their rights and responsibilities in connection with such leave; 2) the Company's designation of leave as FMLA/OFLA-qualifying or non-qualifying, and if not FMLA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the employee's leave entitlement.

The Company may retroactively designate leave as FMLA and/or OFLA leave with appropriate written notice to employees provided the Company's failure to designate leave as FMLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA/OFLA protection, the Company and employee can mutually agree that leave be retroactively designated as FMLA/OFLA leave.

III. Employee FMLA and/or OFLA Leave Obligations

A. Provide Notice of the Need for Leave

Employees who wish to take FMLA and/or OFLA leave must promptly notify the Company of their need for FMLA and/or OFLA leave. The following describes the content and timing of such employee notices.

1. Content of Employee Notice

To trigger FMLA and/or OFLA leave protections, employees must inform their Supervisor of the need for FMLA/OFLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA and/or OFLA leave specifically or explaining the reasons for leave so as to allow the Company to determine that the leave is FMLA/OFLA-qualifying. For example, employees might explain that:

- a medical condition renders them unable to perform the functions of their job; they are

pregnant or have been hospitalized overnight;
- they or a covered family member (including domestic partner, parent-in-law, grandparent or grandchild under OFLA) are under the continuing care of a health care provider or a condition renders the family member unable to perform daily activities;
- the leave is due to a qualifying exigency caused by a military member being on covered active duty or called to covered active duty status to a foreign country (FMLA only); or
- if the leave is for a family member, that the condition renders the family member unable to perform daily activities or that the family member is a covered servicemember with a serious injury or illness (FMLA only).

Calling in "sick," without providing the reasons for the needed leave, will not be considered enough notice for FMLA leave under this policy. Employees must respond to the Company's questions to determine if absences are potentially FMLA-qualifying.

If employees fail to explain the reasons for FMLA leave, the leave may be denied. When employees seek leave due to FMLA-qualifying reasons for which the Company has previously provided FMLA-protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA leave.

2. **Timing of Employee Notice**

Employees must provide 30 days' advance notice of the need to take FMLA and/or OFLA leave when the need is foreseeable. When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide the Company notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees who fail to give 30 days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA and/or OFLA notice obligations, may have FMLA and/or OFLA leave delayed or denied, to the extent permitted by applicable law.

B. **Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules**

When planning medical treatment, employees must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt the Company's operations, subject to the approval of the employee's health care provider. Employees must consult with the Company prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the Company and the employees, subject to the approval of the employee's health care provider. If employees providing notice of the need to take FMLA leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, the Company may require employees to attempt to make such arrangements, subject to the approval of the employee's health care provider.

When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered servicemember, the Company may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

When employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, employees must advise the Company of the reasons why such leave is medically necessary. In such instances, the Company and employee shall attempt to work out a leave schedule

that meets the employee's needs without unduly disrupting the Company's operations, subject to the approval of the employee's health care provider.

C. Submit Medical Certifications Supporting Need for FMLA Leave (Unrelated to Requests for Military Family Leave)

Depending on the nature of the FMLA leave sought, employees may be required to submit medical certifications supporting their need for FMLA-qualifying leave. As described below, there generally are three types of FMLA medical certifications: an **initial certification**, a **recertification** and a **return to work/fitness for duty certification**.

It is the employee's responsibility to provide the Company with timely, complete and sufficient medical certifications. Whenever the Company requests employees to provide FMLA medical certifications, employees must provide the requested certifications within 15 calendar days after the Company's request, unless it is not practicable to do so despite the employee's diligent, good faith efforts. The Company will inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven calendar days to cure deficiencies. The Company will deny FMLA leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the employee's permission, the Company (through individuals other than the employee's direct supervisor) may contact the employee's health care provider to authenticate or clarify completed and sufficient medical certifications. If employees choose not to provide the Company with authorization allowing it to clarify or authenticate certifications with health care providers, the Company may deny FMLA leave if

certifications are unclear.

Whenever the Company deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient FMLA medical certifications.

1. Initial Medical Certifications

Employees requesting leave because of their own, or a covered relation's, serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If the Company has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at the Company's expense. If the opinions of the initial and second health care providers differ, the Company may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Company and the employee.

2. Medical Recertifications

Depending on the circumstances and duration of FMLA leave, the Company may require employees to provide recertification of medical conditions giving rise to the need for leave. The Company will notify employees if

recertification is required and will give employees at least 15 calendar days to provide medical recertification.

3. **Return to Work/Fitness for Duty Medical Certifications**

Unless notified that providing such certifications is not necessary, employees returning to work from FMLA leaves that were taken because of their own serious health conditions that made them unable to perform their jobs must provide the Company medical certification confirming they are able to return to work and the employees' ability to perform the essential functions of the employees' position, with or without reasonable accommodation. The Company may delay and/or deny job restoration until employees provide return to work/fitness for duty certifications.

D. **Submit Certifications Supporting Need for Military Family Leave**

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the covered active duty or call to covered active duty status of a military member, the Company may require employees to provide: 1) a copy of the military member's active duty orders or other documentation issued by the military indicating the military member is on covered active duty or call to covered active duty status and the dates of the military member's covered active duty service; and 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different covered active duty or call to covered active duty status of the same or a different military member.

When leave is taken to care for a covered servicemember with a serious injury or illness, the Company may require employees to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, and in accordance with the FMLA regulations, the Company may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered servicemember confirming entitlement to such leave.

E. **Substitute Paid Leave for Unpaid FMLA Leave**

Employees may use any accrued paid time while taking unpaid FMLA and/or OFLA leave.

The substitution of paid time for unpaid FMLA leave time does not extend the length of FMLA and/or OFLA leave and the paid time will run concurrently with the employee’s FMLA

and/or OFLA entitlement.

Leaves of absence taken in connection with a disability leave plan or workers' compensation injury/illness shall run concurrently with any FMLA and/or OFLA leave entitlement. Upon written request, the Company will allow employees to use accrued paid time to supplement any paid disability benefits.

F. **Pay Employee’s Share of Health Insurance Premiums**

During FMLA leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. Unless the Company notifies employees of other arrangements, whenever employees are receiving pay from the Company during FMLA leave, the Company will deduct the employee

portion of the group health plan premium from the employee's paycheck in the same manner as if the

employee was actively working.

If FMLA leave is unpaid, employees must pay their portion of the group health premium through a method determined by the Company upon leave.

The Company's obligation to maintain health care coverage ceases if the employee's premium payment is more than 30 days late. If the 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 within 30 calendar days 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), they will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid FMLA leave.

IV. Coordination of FMLA/OFLA Leave with Other Leave Policies

The FMLA and OFLA do not affect any federal, state or local law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights. However, whenever permissible by law, the Company will run FMLA leave concurrently with OFLA and any other leave provided under state or local law. For additional information concerning leave entitlements and obligations that might arise when FMLA leave is either not available or exhausted, please consult the Company's other leave policies in this handbook or contact Human Resources.

V. Questions and/or Complaints about FMLA/OFLA Leave

If employees have questions regarding this FMLA/OFLA policy, they should contact Human Resources. The Company is committed to complying with the FMLA/OFLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA/OFLA.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If employees believe their FMLA rights have been violated, they should contact Human Resources immediately. The Company will investigate any FMLA complaints and take prompt and appropriate remedial action to address and/or remedy any FMLA violation. Employees also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

33-5. Domestic Violence, Sexual Assault or Stalking Leave

Employees who are victims of domestic violence, sexual assault or stalking, or are the parent or guardian of a minor child or dependent who is a victim, may take reasonable, unpaid time off from work to deal with the violence.

The leave can be used for any of the following reasons:

- to obtain services from a victim services provider for the eligible employee or the employee's minor child

or dependent; or

- to seek medical treatment for or to recover from injuries caused by domestic violence or sexual assault or stalking of the eligible employee or the employee's minor child or dependent;
- to obtain, or to assist a minor child or dependent in obtaining counseling from a licensed mental health professional related to an experience of domestic violence, sexual assault or stalking;
- 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
- 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 civil or criminal legal proceedings related to domestic violence, sexual assault or stalking

Employees will not be compensated for time away from work for purposes related to domestic violence, sexual assault or stalking, but may use available vacation and personal time to cover the period of absence.

Employees must give reasonable notice of their intention to take time off from work, unless giving such notice is not feasible. Leave may be limited where it creates an undue hardship on the Company's business.

The Company may require certification that the employee or employee's minor child or dependent is a victim of domestic violence, sexual assault or stalking, and that the leave was taken for purposes allowed under the law.

Employees also may request a reasonable safety accommodation if they are a victim of domestic violence, sexual assault or stalking, or are the parent or guardian of a minor child or dependent who is a victim.

33-6. Victims of Crime

Employees who are victims of a crime or whose family members are crime victims may take reasonable, unpaid time off from work to attend criminal proceedings. To be eligible for the leave, the employee must work for an employer with six (6) or more employees and have worked for more than 25 hours a week for at least 180 days prior to the leave.

Employees will not be compensated for crime victim leave, but may use available vacation and personal time to cover the period of absence.

Employees must give reasonable notice of their intention to take crime victim leave and must provide copies of notices of scheduled criminal proceedings. Leave may be limited where it creates an undue hardship on The Chenega Corporation's business.

33-7. Discrimination and Harassment (Addendum to Sexual Harassment 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 to the employee's supervisor. As an alternative, employees may report such conduct to Human Resources.

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. This time period applies to acts of unlawful harassment or discrimination occurring on or after October 1, 2020; an individual has one year to file a claim regarding acts of unlawful harassment or discrimination occurring before these dates.

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.

SECTION 34 - PENNSYLVANIA ADDENDUM

34-1. Pittsburgh Paid Sick Time

I. Pittsburgh Paid Sick Time

Eligibility. The Company provides paid sick time to employees who work in the City of Pittsburgh for at least thirty-five (35) hours in a calendar year 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 under the general Paid Time Off policy 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 general Paid Time Off policy and/or any other applicable sick time/leave law or ordinance.

Accrual. Employees begin accruing paid sick time pursuant to this policy on March 15, 2020 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 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 sick time accrues based upon that normal workweek. For purposes of this policy, the calendar year is the consecutive 12-month period based on employee anniversary date.

Usage. Employees may use paid sick time on the 90th calendar day following commencement of employment. Paid sick time may be used in 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 forty (40) hours of paid sick time in any calendar year.

Employees may use 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; or
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 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 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 the employee's 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 the employee's 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 forty (40) 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 Mayor's Office of Equity; the right to inform any person about any employer's alleged violations of this Ordinance; and the right to inform any person of their potential rights under the Ordinance. Employees may file a complaint 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.

34-2. Philadelphia Paid Sick Time

Eligibility. The Company provides unpaid 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 under the general Paid Time Off policy, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general Paid Time Off policy.

Accrual. Employees begin accruing unpaid sick time pursuant to this policy at the start of employment. Eligible employees will accrue one (1) hour of unpaid 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 based on employee anniversary date.

Usage. Employees may begin using unpaid sick time on the 90th calendar day of employment. Unpaid sick time may be used in minimum increments of one (1) hour. An employee may not use more than forty (40) hours of accrued unpaid sick time in any calendar year.

An employee may use 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 sick time for absences for reasons set forth above and employees will be paid for such absences to the extent they have paid leave available.

Notice and Documentation. If the need for sick time is foreseeable, the employee must provide written or oral notice in advance of the use of the sick time and make a reasonable effort to schedule the use of 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 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 heath 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 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.

Carryover & Payout. An employee may carry over up to forty (40) hours of accrued, unused sick time under this policy to the following calendar year. Accrued but unused 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.

34-3. 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 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.

34-4. 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.

SECTION 35 - RHODE ISLAND ADDENDUM

35-1. Pregnancy Accommodations

In compliance with Rhode Island law, Chenega Corporation will not discriminate against employees 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 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.

The Company will not deny employment opportunities to the employee or prospective employee, if such denial is based on the Company's inability to reasonably accommodate the employee's or prospective employee's condition related to pregnancy, childbirth or a related medical condition.

Employees with questions regarding this policy can contact the Human Resources.

35-2. Sexual Harassment (Addendum to Sexual Harassment Policy)

While employees are encouraged to report claims internally, if they feel subjected to sexual harassment, they may file a formal complaint with the government agency or agencies set forth below. Using the Company's complaint process does not prohibit the employee from filing a complaint with these agencies.

Rhode Island Commission for Human Rights 10 Abbot Park Place Providence, Rhode Island 02903 (401) 277-2661 The United States Equal Employment Opportunity Commission ("EEOC") JFK Federal Building, Room 475 Boston, Massachusetts 02203 (617) 565-3200 (voice).

35-3. Earned Sick and Safe Leave

Eligibility

Chenega Corporation provides Earned Sick and Safe Leave time (“ESSL”) to employees in Rhode Island. For employees whose primary place of work is in Rhode Island and who are eligible for sick time under the general Paid Sick Days policy 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 general Sick Days policy and/or any other applicable sick time/leave law or ordinance.

Accrual

Employees begin accruing unpaid ESSL pursuant to this policy at the start of employment. Employees accrue one (1) hour of unpaid ESSL for every 35 hours worked and all hours paid by the employer 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 40 hours each calendar year.

Exempt employees are assumed to work 40 hours in each workweek unless their normal workweek is less than 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 1 and ending on December 31.

Usage

Employees, other than temporary and seasonal employees may begin using ESSL on the 90th calendar day of employment. Temporary employees may begin using ESSL on the 180th calendar day of employment, unless otherwise permitted by the employer. Seasonal employees may begin using ESSL on the 150th calendar day of employment, unless otherwise permitted by the employer. ESSL must be used in a minimum increment of four (4) hours per day, provided such minimum increment is reasonable under the circumstances.

The employee may not use more than 40 hours of ESSL in a calendar year.

Employees may use ESSL for the following reasons:

1. the employee's mental or physical illness, injury or health condition; the employee's need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; the employee's need for preventive medical care;
2. care of a family member (which includes a child; 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; mother-in-law; father-in-law; grandparents; grandchildren; domestic partner; sibling; care recipient; or member of the employee's household) 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 the 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 a member of the employee's family is a victim of domestic violence, sexual assault or stalking.

The employee's use of ESSL will not be conditioned upon searching for or finding a replacement worker.

Notice and Documentation

When the use of ESSL is foreseeable, employees are required to make a reasonable effort to schedule the use of ESSL in a manner that does not unduly disrupt the Company’s operations. Requests to use ESSL 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 ESSL is foreseeable, the employee is required to make a good faith effort to provide notice of the need for such time to their Supervisor in advance of the use of ESSL. When the use of ESSL is not foreseeable, the employee is required to provide notice to their Supervisor at least one (1) hour prior to the start of the employee's workday or as soon as possible under the circumstances.

For ESSL of three (3) or more consecutive workdays, the Company requires reasonable documentation that the ESSL has been used for a covered purpose. For reason #1 and #2 above, documentation signed by a health care professional indicating that ESSL is necessary and 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, including:

the 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;

- a police report indicating that the employee or employee's family member was a victim of domestic violence, sexual assault or stalking;
- 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
- 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.

ESSL may not be used as an excuse to be late for work without an authorized purpose. If the employee is committing fraud or abuse by engaging in an activity that is not consistent with allowable purposes for ESSL, the employee will be disciplined, up to and including termination of employment for misuse of ESSL.

If the employee is exhibiting a clear pattern of taking ESSL on days just before or after a weekend, vacation or holiday, the Company may discipline the employee for misuse of ESSL, unless the employee provides reasonable documentation that the ESSL has been used for a purpose listed above.

Employees must provide written documentation for the employee's use of ESSL that occurs within two (2) weeks prior to the employee's final scheduled day of work before termination of employment.

Payment

ESSL will be paid 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. Use of PSSL is not considered hours worked for purposes of calculating overtime.

Carryover and Payout

An employee may carry over accrued, unused ESSL to the following calendar year.

Enforcement and Retaliation

Retaliation or discrimination against the employee who requests ESSL or uses ESSL, 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.

35-4. Statutory Short-Term Disability Benefits

Chenega Corporation also provides statutory short-term disability insurance.

This is solely a monetary benefit and not a leave of absence. Employees who will be out of work must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

35-5. Paid Temporary Caregiver Insurance Benefits and Leave

Employees 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 the employees 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 the employee is eligible for such benefits.

Employees 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 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 sick time during any eligibility waiting period in accordance with The Chenega Corporation's sick day policy.

Employees must file a written intent with the Company with a minimum of 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.

Individuals who exercise their rights to leave covered by the TCI 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, employees 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 employee's participation to provide care for the family member. Such reasons may include, but are 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 shall 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 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 10 business days of request. In the absence of the requested transmitted medical information by the Department of Children, Youth and Families within 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 employees who exercise their rights to leave covered by TCI will, upon the expiration of that leave, be entitled to be restored by the Company to the position held 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 in force for the duration of the leave as if the employee had continued in employment continuously from the date the leave commenced until the date the caregiver benefits terminate; provided, however, that the employee shall 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 employees who are entitled to leave under the Family & Medical Leave Act (FMLA) and/or the Rhode Island Family Leave Act (RIFLA), who exercise their rights 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 RIFLA.

35-6. School Involvement Leave

Chenega Corporation will grant employees who have been employed for 12 consecutive months up to 10 hours of unpaid leave during any 12-month period to attend school conferences or other school-related activities for a child of whom the employee is the parent, foster parent or guardian. Twenty-four hours' notice is required and the employee must make a reasonable effort to schedule the leave so as not to unduly disrupt the Company's operations. Employees may use accrued paid time off for this purpose.

35-7. 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:

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;

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;

Because an employee refuses to violate or assist in violating federal, state or local law, rule or regulation; or

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 any way should contact Human Resources.

35-8. Receipt of Sexual Harassment Policy

It is Chenega Corporation's policy to prohibit harassment of any employee by any supervisor, employee, customer or vendor on the basis of sex or gender. The purpose of this policy is not to regulate personal morality within the Company. It is to ensure that at the Company all employees are free from sexual harassment. For the employee's information, "sexual harassment" means sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

- submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or
- such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

While it is not easy to define precisely what types of conduct could constitute sexual harassment, examples of prohibited behavior include unwelcome sexual advances, requests for sexual favors, obscene gestures, displaying sexually graphic magazines, calendars or posters, sending sexually explicit e-mails, text messages and other verbal or physical conduct of a sexual nature, such as uninvited touching of a sexual nature or sexually related comments. Depending upon the circumstances, improper conduct also can include sexual joking, vulgar or offensive conversation or jokes, commenting about the employee's physical appearance, conversation about the employee's own or someone else's sex life, or teasing or other conduct directed toward a person because of their gender which is sufficiently severe or pervasive to create an unprofessional and hostile working environment.

If the employee feels subjected to conduct which violates this policy, the employee should immediately report the matter to the Employee's Supervisor. If unable for any reason to contact this person, or if the employee has not received a satisfactory response within five (5) business days after reporting any incident of perceived harassment, the employee should contact Human Resources. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any higher-level manager in the reporting hierarchy. Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate.

All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If the employee feels subjected to any such retaliation, the employee should report it in the same manner as that used for reporting a claim of perceived harassment under this policy. Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including discharge. All employees must cooperate with all investigations.

While employees are encouraged to report claims internally, if they feel subjected to sexual harassment, they may file a formal complaint with the government agency or agencies set forth below. Using the Company's complaint process does not prohibit the employee from filing a complaint with these agencies.

Rhode Island Commission for Human Rights 10 Abbot Park Place Providence, Rhode Island 02903 (401) 277-2661 The United States Equal Employment Opportunity Commission ("EEOC") JFK Federal Building, Room 475 Boston, Massachusetts 02203 (617) 565-3200 (voice).

SECTION 36- SOUTH CAROLINA ADDENDUM

36-1. Pregnancy Accommodations

In compliance with South Carolina law (S.C. Code Ann. §1-13-80), Chenega Corporation 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 the 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 business.

Reasonable Accommodations

Reasonable accommodations may include, but are not limited to:

1. making existing facilities readily accessible to, and usable by, such employees, including acquiring or modifying equipment or devices necessary for performing essential job functions;
2. providing more frequent or longer break periods; providing more frequent bathroom breaks;
3. providing a private place, other than a bathroom stall for the purpose of expressing milk;
4. modifying the Company's food or drink policy; modifying work schedules;
5. providing seating or allowing the employee to sit more frequently; providing assistance with manual labor and limits on lifting;
6. temporarily transferring the employee to a less strenuous or hazardous vacant position, if qualified; or providing job restructuring or light duty, if available

The Company will not:

- deny employment opportunities to the employee based on the need to make such reasonable accommodations;
- require the 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;
- require the employee to take leave under any leave law or Company policy if another reasonable accommodation can be provided to the employee; or
- take any adverse action against the employee in the terms, conditions or privileges of employment for requesting or using a reasonable accommodation.

Contact for Questions and Requests

If employees have any questions concerning this policy or if they wish to request an accommodation, they should contact their Human Resources Department.

36-2. Bone Marrow Donation Leave

Employees who work 20 or more hours per week are entitled to up to 40 hours of unpaid leave for the purposes of donating bone marrow. Verification of donation and the length of necessary leave may be required by the

Company. Reasonable notice of leave must be provided. Employees may use accrued paid time off for this purpose.

SECTION 37 - TENNESSEE ADDENDUM

37-1. Abusive Conduct Prevention

At Chenega Corporation all employees have the right to be treated with dignity and respect. Chenega Corporation 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.

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 the employee was subject to an abusive work environment, which can include but is not limited to:

- repeated verbal abuse in the workplace, including derogatory remarks, insults and epithets;
- verbal, nonverbal or physical conduct of a threatening, abusive, violent, intimidating or humiliating nature in the workplace; or
- the sabotage or undermining of the employee's work performance in the workplace.

Abusive conduct does not include:

- disciplinary procedures in accordance with adopted Company policies;
- routine coaching and counseling, including feedback about and correction of work performance;
- reasonable work assignments, including shift, post and overtime assignments; individual differences in styles of personal expression;
- passionate, loud expression with no intent to harm others; differences of opinion on work-related concerns; and
- the non-abusive exercise of managerial prerogative.

Reporting Procedures

If employees believe someone has violated this policy, they should promptly bring the matter to the immediate attention of the Employee's Manager. 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 Employee's Manager.

Investigation Procedures

Upon receiving a complaint, the Company will promptly investigate 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 confidential each party involved in the investigation. 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 the Employee's Manager.

SECTION 38 - UTAH ADDENDUM

38-1. Pregnancy Accommodations

Chenega Corporation will endeavor to provide reasonable accommodations to employees affected by pregnancy, childbirth, breastfeeding 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 may not require employees to terminate employment if another reasonable accommodation can be provided, or deny employment opportunities 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 the employee, unless the accommodations would create an undue hardship on Company operations.

The Company may require the 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 the 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.

SECTION 39 - VERMONT ADDENDUM

39-1. Sexual Harassment (Addendum to Sexual Harassment Policy)

While employees are encouraged to report claims internally, if they believe they have been subjected to sexual harassment, they may file a formal complaint with the government agency or agencies set forth below. Using the Company's complaint process does not prohibit the 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) The United States Equal Employment Opportunity Commission ("EEOC") JFK Federal Building, Room 475 Boston, Massachusetts 02203 (617) 565-3200 (voice).

39-2. Family and Medical Leave

Employees may be entitled to a leave of absence under the Family and Medical Leave Act ("FMLA") and/or the Vermont Parental and Family Leave Law ("VPFL"). This policy provides employees information concerning FMLA and/or VPFL entitlements and obligations employees may have during such leaves. Whenever permitted by law, the Company will run FMLA leave concurrently with VPFL and any other leave provided under state or local law. If employees have any questions concerning FMLA and/or VPFL leave, they should contact Human Resources.

I. Employees Eligible for FMLA and VPFL Leave

The eligibility requirements under the FMLA and VPFL are set forth below. Employees of the Company who do not meet the eligibility requirements for FMLA leave may be eligible only for VPFL leave and vice-versa. If both laws are applicable, leave under both laws runs concurrently.

A. FMLA Eligibility

FMLA leave is available to "FMLA eligible employees." To be an "FMLA eligible employee," the employee must: 1) have been employed by the Company for at least 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 50 or more employees are located within 75 miles of the worksite.

Special hours of service eligibility requirements apply to airline flight crew employees.

B. VPFL Eligibility

To be eligible for VPFL, the employee must: 1) have worked for the Company for an average of at least 30 hours a week for 12 consecutive months; **and** 2) be employed by an employer doing business in, or operating within, the state of Vermont, which, for parental leave purposes, employs 10 or more employees for an average of at least 30 hours per week for 12 consecutive months; and, for family leave purposes, employs 15 or more employees for an average of at least 30 hours per week for 12 consecutive months.

II. Entitlements

As described below, the FMLA and VPFL provide eligible employees with a right to leave, health insurance benefits and, with some limited exceptions, job restoration.

A. Basic FMLA and VPFL Leave Entitlement

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The VPFL provides eligible employees with up to 12 weeks of unpaid leave within any 12-month period. The 12-month period for FMLA is determined on a rolling 12-month period measured backward from the date an employee uses his/her FMLA leave. Thus, when a leave is requested, the Company will look back in the relevant time period to determine the amount of available leave as of the date the leave is to begin. It is our 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.

Leave may be taken for any one, or for a combination, of the following reasons:

- To care for the employee's child after birth, or placement for adoption (of a child 16 years of age or younger - VPFL) (or foster care - FMLA only) - leave for this purpose is considered Parental Leave under the VPFL;
- To care for the employee's spouse (or domestic partner or party to a civil union VPFL only), son, daughter or parent (parent-in-law - VPFL only) who has a **serious health condition** (FMLA only) or **serious illness** (VPFL only) - leave for this purpose is considered Family Leave under the VPFL;
- 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 (FMLA only) or **serious illness** (VPFL only) - leave for this purpose is considered Family Leave under the VPFL; and/or
- Because of any **qualifying exigency** arising out of the fact that the employee's spouse, son, daughter or parent is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty) in the Reserve component of the Armed Forces for deployment to a foreign country in support of contingency operation or Regular Armed Forces for deployment to a foreign country. (FMLA only)

The VPFL also provides eligible employees with up to four (4) hours of unpaid leave in any 30-day period and not to exceed 24 hours in any 12-month period for participation in school activities or conferences, to accompany immediate family member to medical or professional services appointments to include routine or care and well-being, or to respond to a medical emergency involving family member (i.e., short-term family leave).

Under the FMLA, 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 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 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.

Under the VPFL, a **serious illness** is an accident, disease or physical or mental condition that poses imminent danger of death, requires inpatient care in a hospital or requires continuing in-home care under the direction of

a physician.

Qualifying exigencies for FMLA leave 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.

B. **Additional Military Family Leave Entitlement (Injured Servicemember Leave) (FMLA only)**

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a **covered servicemember** is entitled to take up to 26 weeks of leave during a single 12-month period to care for the servicemember with a serious injury or illness. FMLA leave to care for a servicemember shall only be available during a single 12-month period and, when combined with other FMLA-qualifying leave, may not exceed 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.

A **"covered servicemember"** 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, is otherwise in outpatient status or is on the temporary retired list, for a serious injury or illness. These individuals are referred to in this policy as "current members of the Armed Forces." Covered servicemembers also include a veteran who is discharged or released from military service under conditions 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 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.

C. **Intermittent Leave and Reduced Leave Schedules**

FMLA and/or VPFL leave usually will be taken for a period of consecutive days, weeks or months. However, employees also may be entitled to take leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member, or the serious injury or illness of a covered servicemember. Leave due to qualifying exigencies may also be taken on an intermittent or reduced schedule basis.

D. **No Work While on Leave**

The taking of another job while on FMLA/VPFL or any other authorized leave of absence is grounds for immediate discharge, to the extent permitted by applicable law.

E. **Protection of Group Health Insurance Benefits during Leave**

During FMLA/VPFL leave, eligible employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work.

F. Restoration of Employment and Benefits

At the end of FMLA leave, subject to some exceptions including situations where job restoration of "key employees" will cause the Company substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. The Company will notify employees if they qualify as "key employee," if it intends to deny reinstatement, and of their rights in such instances. A "key employee" is defined under the FMLA as the employee among the highest paid 10 percent of all employees who are employed within 75 miles of the worksite. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA leave.

As with FMLA leave, at the end of VPFL leave, subject to some exceptions including a variant of the FMLA "key employee" exception, employees generally have the right to return to the same or equivalent position with equivalent pay, benefits and other terms. Under the VPFL, reinstatement may be denied if the employee performed unique services and hiring a permanent replacement during the leave, after giving reasonable notice to the employee of the intent to do so, was the only alternative available to the Company to prevent substantial and grievous economic injury.

G. Notice of Eligibility for, and Designation of, FMLA and VPFL Leave

Employees requesting FMLA leave are entitled to receive written notice from the Company telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of: 1) their rights and responsibilities in connection with such leave; 2) the Company's designation of leave as FMLA-qualifying or non-qualifying, and if not FMLA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the employee's leave entitlement.

The Company may retroactively designate leave as FMLA and/or VPFL leave with appropriate written notice to employees provided the Company's failure to designate leave as FMLA- or VPFL-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA and/or VPFL protection, the Company and employee can mutually agree that leave be retroactively designated as FMLA and/or VPFL leave. **[Note: The FMLA regulations permit the retroactive designation of FMLA leave only if the employer's failure to timely designate the leave does not cause harm or injury to the employee. Moreover, the VPFL is silent as to whether an employer may retroactively designate leave as VPFL leave. As such, risk exists with respect to retroactive designation, and we caution employers against retroactively designating leave without a close analysis of the facts surrounding the reasons for failing to promptly designate the leave and the harm, if any, it may cause the employee.]**

III. Employee FMLA and/or VPFL Leave Obligations

A. Provide Notice of the Need for Leave

Employees who wish to take FMLA and/or VPFL leave must timely notify the Company of their need for FMLA and/or VPFL leave. The following describes the content and timing of such employee notices.

1. Content of Employee Notice

To trigger FMLA and/or VPFL leave protections, employees must inform their Supervisor of the need for

FMLA/VPFL-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA and/or VPFL leave specifically or explaining the reasons for leave so as to allow the Company to determine that the leave is FMLA/VPFL-qualifying. For example, employees might explain that:

- a condition renders them unable to perform the functions of their job or that they are under the continuing care of a health care provider;
- they are pregnant or have been hospitalized overnight;
- a covered family member (including domestic partner, party to a civil union and parent-in-law under VPFL) is under the continuing care of a health care provider or a condition renders the family member unable to perform daily activities;
- the leave is due to a qualifying exigency caused by a military member being on covered active duty or called to covered active duty status to a foreign country (FMLA only); or
- a family member is a covered servicemember with a serious injury or illness (FMLA only).

Calling in "sick," without providing the reasons for the needed leave will not be considered enough notice for FMLA leave under this policy. Employees must respond to the Company's questions to determine if absences are potentially FMLA-qualifying.

If employees fail to explain the reasons for leave, the leave may be denied. When employees seek leave due to FMLA/VPFL-qualifying reasons for which the Company has previously provided FMLA/VPFL-protected leave, employees must specifically reference the qualifying reason for the leave or the need for FMLA and/or VPFL leave.

2. **Timing of Employee Notice**

Employees must provide 30 days' advance notice of the need to take FMLA and/or VPFL leave when the need is foreseeable. When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide the Company notice of the need for leave as soon as practicable under the facts and circumstances of the case. Employees who fail to give 30 days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA and/or VPFL notice obligations, may have leave delayed or denied, to the extent permitted by applicable law.

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.

B. **Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules**

When planning medical treatment, employees must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt the Company's operations, subject to the approval of the employee's health care provider. The employee must consult with the Company prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the Company and the employee, subject to the approval of the employee's health care providers. If the employee providing notice of the need to take leave on an intermittent basis for planned medical treatment neglects to fulfill this obligation, the Company may require the employee to attempt to make such arrangements, subject to the approval of the employee's health care provider.

When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered servicemember, the Company may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave, subject to applicable law.

When the employee seeks intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, the employee must advise the Company of the reason why such leave is medically necessary. In such instances, the Company and employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting the Company's operations, subject to the approval of the employee's health care provider.

C. Submit Medical Certifications Supporting Need for Leave (Unrelated to Requests for Military Family Leave)

Depending on the nature of leave sought, employees may be required to submit medical certifications supporting their need for FMLA/VPFL-qualifying leave. As described below, there generally are three types of medical certifications: an **initial certification**, a **recertification** and a **return to work/fitness for duty certification**.

It is the employee's responsibility to provide the Company with timely, complete and sufficient medical certifications. Whenever the Company requests employees to provide medical certifications, employees must provide the requested certifications within 15 calendar days after the Company's request, unless it is not practicable to do so despite the employee's diligent, good faith efforts. The Company will inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven calendar days to cure deficiencies. The Company will deny leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the employee's permission, subject to applicable law, the Company (through individuals other than the employee's direct supervisor) may contact the health care provider to authenticate or clarify completed and sufficient medical certifications. If the employee chooses not to provide the Company with authorization allowing it to clarify or authenticate the certification with the health care provider, the Company may deny leave if the medical certification is unclear. **[Note: It is unclear whether an employer may seek authentication and clarification (with the employee's permission) regarding the medical certification of a family member. Moreover, the FMLA and VPFL do not specifically permit or** prohibit an employer from contacting the family member's health care provider directly. Therefore, some risk exists under the FMLA and VPFL in contacting a family member's health care provider for purposes of authentication and clarification even if an employer obtains the employee's or family member's consent.]

Whenever the Company deems it appropriate to do so, it may waive its right to receive timely, complete and/or enough medical certifications.

1. Initial Medical Certifications

Employees requesting leave because of their own, or a family member's serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family member or servicemember. If

employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If the Company has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at the Company's expense, subject to applicable law. If the opinions of the initial and second health care providers differ, the Company may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Company and the employee.

2. **Medical Recertifications**

Depending on the circumstances and duration of FMLA leave, subject to applicable law, the Company may require employees to provide recertification of medical conditions giving rise to the need for leave. The Company will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification.

3. **Return to Work/Fitness for Duty Medical Certifications**

Unless notified that providing such certifications is not necessary, where permitted by law, the employees returning to work from leave that was taken because of their own serious health conditions that made the employees unable to perform their job must provide the Company medical certification confirming the employee is able to return to work and the employee's ability to perform the essential functions of the employee's position, with or without reasonable accommodation. The Company may delay and/or deny job restoration until the employee provides a return to work/fitness for duty certification, subject to applicable law.

D. **Submit Certifications Supporting Need for Military Family Leave**

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the covered active duty or call to covered active duty status of a military member, the Company may require employees to provide: 1) a copy of the military member's active duty orders or other documentation issued by the military indicating the military member is on covered active duty or call to covered active duty status and the dates of the military member's covered active duty service; and 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different covered active duty or call to covered active duty status of the same or a different military member.

When leave is taken to care for a covered servicemember with a serious injury or illness, the Company may require employees to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, and in accordance with the FMLA regulations, the Company may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered servicemember confirming entitlement to such leave.

E. **Substitute Paid Leave for Unpaid FMLA and VPFL Leave**

Under the FMLA, employees may use any accrued paid time while taking unpaid FMLA leave. Under the VPFL, employees may elect to use up to six weeks of accrued paid time off. The substitution of paid time for unpaid

FMLA and/or VPFL leave time does not extend the length of FMLA and/or VPFL leaves and the paid time will run concurrently with the employee's FMLA and/or VPFL entitlement.

During the leave, employees may be eligible for compensation, such as temporary disability benefits, or workers' compensation benefits. Any compensation or leave taken in connection with any other policy/plan shall run concurrently with any FMLA/VPFL leave entitlement. Upon written request, the Company will allow employees to use accrued paid time to supplement any paid disability benefits.

Upon request, the Company will allow employees to use accrued paid time to supplement any paid disability benefits and workers' compensation benefits.

F. Pay Employee's Share of Health Insurance Premiums

During FMLA/VPFL leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. Unless the Company notifies employees of other arrangements, whenever employees are receiving pay from the Company during leave, the Company will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working. If leave is unpaid, employees must pay their portion of the group health premium through a method determined by the Company upon leave.

The Company's obligation to maintain health care coverage ceases if the employee's premium payment is more than 30 days late. If the 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 within 30 calendar days 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), they will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid FMLA leave.

IV. Coordination of FMLA/VPFL Leave with Other Leave Policies

The FMLA and VPFL do not affect any federal, state or local law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement that provides greater family or medical leave rights. However, whenever permissible by law, the Company will run FMLA leave concurrently with VPFL and any other leave provided under state or local law. For additional information concerning leave entitlements and obligations that might arise when FMLA/VPFL leave is either not available or exhausted, employees should consult the Company's other leave policies in this handbook or contact Human Resources.

V. Questions and/or Complaints about FMLA/VPFL Leave

If employees have questions regarding this FMLA/VPFL policy, please contact Human Resources. The Company is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA/VPFL.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If employees believe their rights have been violated, they should contact Human Resources immediately. The Company will investigate any complaints and

take prompt and appropriate remedial action to address and/or remedy any violation.

Employees also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

39-3. Receipt of Sexual Harassment Policy

It is The Chenega Corporation's policy to prohibit harassment of any employee by any supervisor, employee, customer or vendor on the basis of sex or gender. The purpose of this policy is not to regulate personal morality within the Company. It is to ensure that at the Company all employees are free from sexual harassment. For the employee's information, "sexual harassment" means sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

- submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or
- such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

While it is not easy to define precisely what types of conduct could constitute sexual harassment, examples of prohibited behavior include unwelcome sexual advances, requests for sexual favors, obscene gestures, displaying sexually graphic magazines, calendars or posters, sending sexually explicit e-mails, text messages and other verbal or physical conduct of a sexual nature, such as uninvited touching of a sexual nature or sexually related comments. Depending upon the circumstances, improper conduct also can include sexual joking, vulgar or offensive conversation or jokes, commenting about the employee's physical appearance, conversation about the employee's own or someone else's sex life or teasing or other conduct directed toward a person because of their gender which is sufficiently severe or pervasive to create an unprofessional and hostile working environment.

If the employees feel that they have been subjected to conduct which violates this policy, the employee should immediately report the matter to the Employee's Supervisor. If unable for any reason to contact this person, or if the employee has not received a satisfactory response within five (5) business days after reporting any incident of perceived harassment, the employee should contact Human Resources. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any higher-level manager in the reporting hierarchy. Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, Chenega Corporation will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If employees feel subjected to any such retaliation, they should report it in the same manner as that used for reporting a claim of perceived harassment under this policy. Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including discharge. All employees must cooperate with all investigations.

While employees are encouraged to report claims internally, if they believe they have been subjected to sexual harassment, they may file a formal complaint with the government agency or agencies set forth below. Using the Company's complaint process does not prohibit the 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) The United States Equal Employment Opportunity Commission ("EEOC") JFK Federal Building, Room 475 Boston, Massachusetts 02203 (617) 565-3200 (voice).

SECTION 40 - VIRGINIA ADDENDUM

40-1. Pregnancy Workers Fairness Act

In compliance with Virginia law, the Company will endeavor to not fail or refuse to hire, discharge, or otherwise discriminate against any individual with respect to such individual's compensation, terms, conditions, or privileges of employment on the basis of pregnancy, childbirth, or related medical conditions. Further, the Company will not refuse to make reasonable accommodation to the known limitations of a person related to pregnancy, childbirth, or related medical conditions, unless the Company can demonstrate that the accommodation would impose an undue hardship on the Company.

The Company will not take adverse action against an employee who requests or uses a reasonable accommodation pursuant to this policy, including failure to reinstate any such employee to the employee's previous position or an equivalent position with equivalent pay, seniority, and other benefits when the employee's need for a reasonable accommodation ceases. Nor will the Company deny employment or promotion opportunities to an otherwise qualified applicant or employee because the Company will be required to make reasonable accommodation to the known limitations of such applicant or employee related to pregnancy, childbirth, or related medical conditions. The Company will also not require an employee to take leave if another reasonable accommodation can be provided to the known limitations related to the pregnancy, childbirth, or related medical conditions of such employee.

The Company will endeavor to engage in a timely, good faith interactive process with an employee who has requested an accommodation pursuant to this section to determine if the requested accommodation is reasonable and, if such accommodation is determined not to be reasonable, discuss alternative accommodations that may be provided.

Reasonable accommodations may include, but are not limited to: more frequent or longer bathroom breaks, breaks to express breast milk, access to a private location other than a bathroom for the expression of breast milk, acquisition or modification of equipment or access to or modification of employee seating, a temporary transfer to a less strenuous or hazardous position, assistance with manual labor, job restructuring, a modified work schedule, light duty assignments, and leave to recover from childbirth.

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

SECTION 41 - WASHINGTON ADDENDUM

41-1. Pregnancy Accommodations

In compliance with Washington law, Chenega Corporation will not discriminate against the 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:

- providing more frequent, longer or flexible restroom breaks;
- modifying a no food or drink policy;
- job restructuring, part-time or modified work schedules, reassignment to a vacant position or acquiring or modifying equipment, devices or the employee's work station;
- providing seating or allowing the employee to sit more often if the employee's job requires the employee to stand;
- providing for a temporary transfer to a less strenuous or less hazardous position;
- aiding with manual labor and limits on lifting;
- scheduling flexibility for prenatal visits; and
- any further pregnancy accommodation the 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 points 1, 2 and 4 above or limits on lifting subject to applicable law.

The Company is not required to create additional employment that would not otherwise have been 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 the 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 the employee's or prospective employee's condition related to pregnancy, childbirth or a related medical condition. Additionally, the Company will not require the 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 the Human Resources.

41-2. 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 under the general Sick Days policy 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 general Sick Days policy 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 40 hours worked. For purposes of this policy, the accrual period is the consecutive 12-month period beginning on January 1 and ending on December 31.

Usage

Employees may use paid sick leave beginning on the 90th calendar day of employment. Paid sick leave must be used in 1-hour intervals.

Employees may use paid sick leave for absences due to:

- an absence resulting from the 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 the employee's need for preventive medical care;
- 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;
- when the employee's place of business has been closed by order of a public official for any health-related reason or when the employee's child's school or place of care has been closed for such a reason; or
- an absence resulting from the employee or the employee's family member being the victim of domestic violence, sexual assault or stalking, including absences to seek law enforcement assistance or participate in legal proceeding, seek treatment from a health care provider, obtain services from a social services agency assisting such victims, to obtain mental health counseling, or to participate in safety planning, relocation for safety reasons, or other actions to increase the safety from future incidents of domestic violence, sexual assault, or stalking, or that otherwise qualifies under the Domestic Violence Leave Act (collectively referred to in this policy as "domestic violence").

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 of, 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 the 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

For purposes of absences related to domestic violence, family member also includes any person with whom the employee has a dating relationship.

The employee's use of paid sick leave will not be conditioned upon searching for or finding a replacement worker.

Unless advised otherwise by the employee, the Company 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 the 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 and 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 Supervisor at least 10 days in advance of the use of the paid sick leave or as soon as practicable. Further, employee must give advance oral or written notice to the employee's supervisor as soon as possible for the foreseeable use of paid sick leave to address domestic violence issues involving the employee or the employee's family member. When the use of earned sick time is not foreseeable, the employee is required to provide notice to their Supervisor as soon as possible before the start of their workday or as soon as practicable under the circumstances. In the event it is impracticable for the employee to provide notice, a person may provide notice on the employee's behalf. In the case of an unforeseen absence related to domestic violence; however, oral or written notice must be provided no later than the end of the first work day that the employee takes such leave, if possible.

For paid sick leave of more than three (3) consecutive workdays or any parts thereof, the Company requires documentation verifying that the 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 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 requirement results in an unreasonable burden or expenses on the employee. If the employee anticipates that the requirement will result in an unreasonable burden or expense, the employee may provide an oral or written explanation to their Supervisor 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 their 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 and Payout

The employee may carry over up to 40 hours of accrued, unused paid sick leave to the following calendar year. Unused paid sick leave will not be paid at separation.

Enforcement and Retaliation

Retaliation or discrimination against the employee who requests paid sick days or uses paid sick days or both 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.

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

41-3. Leave for Victims of Domestic Violence

If the employee or the employee's family member is a victim of domestic violence, the employee may be eligible to take reasonable, unpaid time off from work for one or more of the following reasons:

- seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or a family member 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;
- 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 a family member;
- 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;
- obtain or assist a family member in obtaining mental health counseling related to an incident of domestic violence, sexual assault or stalking, in which the employee or family member was a victim of domestic violence, sexual assault or stalking; or participate in safety planning, temporarily or permanently relocate or take other actions to increase personal safety or that of 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.

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.

Leave may take the form of reasonable unpaid leave from work, intermittent leave or leave on a reduced leave schedule.

Employees wishing to take leave pursuant to this policy must give advance notice of their intention to take leave. When advance notice cannot be given because of an emergency or unforeseen circumstance due to domestic violence, sexual assault or stalking, the employee or a designee must give notice no later than the end of the first

day on which such leave is taken.

Victims of domestic violence, sexual assault, or stalking may also request safety accommodations such as:

- Transfers;
- Reassignments;
- Modified schedules;
- Changed work telephone numbers and email addresses;
- Changed workstations;
- Locks installed;
- Additional safety features; or
- Any other adjustments to job structures, workplace facilities, or work requirements in response to actual or threatened domestic violence, sexual assault, or stalking.

Please direct safety accommodation requests to Human Resources. The Company will make a reasonable safety accommodation requested by an individual who is the victim of domestic violence, sexual assault, or stalking, unless doing so would impose an undue hardship on the operation of the business. If the requested accommodation would impose an undue hardship on the business, the Company will engage in an interactive dialogue with the employee to identify other possible accommodations, if any, that will help to maintain a safe workplace and reserves the right to offer its own accommodation to the extent permitted by law. Verification of the need for leave may be required.

The Company will not tolerate retaliation against any employee who attempts to exercise rights under applicable law.

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

41-4. Pregnancy and Childbirth Leave

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 employees wishing to request leave because of a pregnancy-related disability, must provide appropriate medical certification.

This leave is available regardless of whether the employee qualifies for leave under The Chenega Corporation's Family & Medical Leave policy. This leave does not count towards the employee's leave entitlement, if any, under the Washington State Family Leave Act (WFLA), but FMLA leave will run concurrently with this leave as well as leave under the FLA.

During this leave, employees may use any applicable paid time off benefits that they have 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.

If employees take this leave only for the actual period of disability, as certified by their health care provider, then they ordinarily will be allowed to return from this leave to the same job they 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.

41-5. Washington Paid Family and Medical Leave ("PFML")

Eligibility Requirements

Employees who have worked 820 hours in the qualifying period (equal to 16 hours a week for a year) are eligible to apply for paid medical leave or paid family leave (collectively "PFML"). "Qualifying period" means the first four of the last five completed calendar quarters or, if eligibility is not established, the last four completed calendar quarters immediately preceding the application for PFML. 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.

Entitlement

Beginning January 1, 2020, PFML is available to eligible employees for up to twelve (12) weeks within any 52 consecutive week period:

(a) To participate in providing care, including physical or psychological care, for the employee's family member (child, grandchild, grandparent, parent, sibling, spouse, child's spouse, or state registered domestic partner of an employee) with a serious health condition;
(b) To bond with the employee's child after the child's birth or after the placement of a child under the age of eighteen (18) with the employee;
(c) Because of any qualifying military exigency as permitted under the federal Family and Medical Leave Act ("FMLA") for the employee's family member (child, grandchild, grandparent, parent, sibling, spouse, child's spouse, or state registered domestic partner of an employee); or
(d) Because of an employee's own serious health condition.

For purposes of the above, unless the context clearly requires otherwise: (i) the term "child" includes biological, adopted, or foster child, a stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de factor parent, regardless of age or dependency status; and the term "parent" includes biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or state registered domestic partner, or an individual who stood in loco parentis to an employee when the employee was a child.

Qualifying military 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.

If an employee faces multiple events in a year, the employee may be eligible to receive up to sixteen (16) weeks, and up to eighteen (18) weeks if the employee experiences a serious health condition during pregnancy that results in incapacity.

Leave to care for the employee's child after birth, or placement for adoption or foster care must be taken within one (1) year of the child's birth or placement. Leave for any other reason must be taken within one (1) year of the date of which the employee filed an application for the benefits.

These benefits are financed through both employee and employer contributions to the PFML program. It will be administered by the Washington Employment Security Department (ESD). Premium collection was permitted beginning January 1, 2019. In 2019 and 2020, the total 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 Washington employees are exempt from the employer portion of the premium but must still collect or opt to pay the employee portion of the premium. The Company will calculate and withhold premiums from employees' paychecks and send both employees' shares and the Company's share, if applicable, to ESD on a quarterly basis.

While on PFML, employees are entitled to partial wage replacement at a portion of their average weekly pay. There is a waiting period of up to seven consecutive calendar days of leave, but employees may use any paid time off (including vacation leave, personal leave, medical leave, sick leave, compensatory leave, or any other paid leave offered under the Company's established policy) to receive compensation during that waiting period. No waiting period is required where leave is for the birth or placement of a child or for a military exigency. If an employee's average weekly wage is: 50% or less of the state average weekly wage, the employee's weekly benefit is 90% of the employee's average weekly wage; greater than 50% of the of the state average weekly wage, the employee's weekly benefit is the sum of: (i) 90% of 50% of the state average weekly wage; and (ii) 50% of the employee's average weekly wage that is greater than 50% of the state average weekly wage. The maximum weekly benefit for PFML that occurs on or after January 1, 2020 will be $1,000 per week. This weekly maximum will be adjusted effective January 1st of each subsequent year as determined by the state based on 90% of the state's average weekly wage. The minimum weekly benefit will be $100 per week, except that if the employees' average weekly wage at the time of PFML is less than $100 per week, the weekly benefit will be the employee's full wage. Employees will be paid benefits directly by ESD rather than the Company.

In any week in which an employee is eligible to receive benefits under Title 50 (unemployment compensation) or certain provisions of Title 51 (industrial insurance) of the Revised Code of Washington, or any other applicable federal unemployment compensation, industrial insurance, or disability insurance laws, the employee is disqualified from receiving PFML.

Definition of a Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves: (i) inpatient care in a hospital, hospice, or residential medical care facility; or (ii) continuing treatment by a health care provider. Subject to certain conditions, the continuing treatment requirement may include, but is not limited to: (A) a period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition; (B) any period of incapacity due to pregnancy, or for prenatal care; (C) any period of incapacity or treatment for such incapacity due to a chronic serious health condition; (D) a period of incapacity which is permanent or long term due to a condition for which treatment may not be effective; or (E) any period of absence to receive multiple treatments, including any period of recovery from the treatments, by a healthcare provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for: (I) restorative surgery after an accident or other injury; or (II) a condition that would likely result in a period of incapacity of more than three consecutive, full calendar days in the absence of medical intervention or treatment, such as cancer, severe arthritis, or kidney disease.

Use of PFML

An employee does not need to use this PFML entitlement in one block. PFML can be taken intermittently in minimum increments of eight (8) consecutive hours. PFML taken on an intermittent basis will not result in a reduction of the total amount of PFML to which an employee is entitled beyond the amount of PFML actually taken.

Employee Notice to the Company

An employee must provide the Company at least thirty (30) days' written notice before PFML is to begin if the need for PFML is foreseeable based on an expected birth, placement of a child, or planned medical treatment for a serious health condition. An employee must provide the Company written notice as soon as is practicable when thirty (30) days' notice is not possible, such as because of a lack of knowledge of approximately when PFML will be required to begin, a change in circumstances, or a medical emergency. An employee must provide the Company written notice as soon as is practicable for foreseeable PFML due to a qualifying military exigency, regardless of how far in advance such PFML is foreseeable. When the need for PFML is not foreseeable, an employee must provide written notice to the Company as soon as is practicable under the facts and circumstances of the particular situation. If the employee is unable to provide notice personally, written notice may be given by another responsible party, such as the employee's spouse, neighbor, or coworker.

An employee must provide written notice to make the Company aware that the employee may need PFML. The notice must contain at least the anticipated timing and duration of the PFML. Written notice includes, but is not limited to, handwritten or typed notices, and all forms of written electronic communications such as text messages and email.

Whether PFML is to be continuous or is to be taken intermittently or on a reduced schedule basis, written notice need only be given one time, but the employee must inform the Company as soon as is practicable if dates of the scheduled PFML change, are extended, or were initially unknown.

Filing Claims with the ESD

An employee may apply for PFML benefits by: (a) using the ESD online services; (b) contacting the paid family and medical leave customer care center by telephone; or (c) alternate methods authorized by ESD.

When an employee submits an application for PFML benefits, the employee must provide information sufficient for ESD to determine eligibility for benefits. This information includes, but is not limited to, information identifying the employee, the type and anticipated duration of PFML, as well as certification or documentation to validate the qualifying event. If an employee is in a claim year and has need for successive periods of benefits for the same qualifying event beyond what was originally approved, the employee must update the application. If an employee experiences a new qualifying event during a claim year, the employee must reopen the claim and provide additional information required by the department before benefits can be paid. Any time an employee applies for PFML benefits, the application must be supported by documentation or certification as required by applicable law. For example, when PFML is taken because of an employee's own serious health condition or the serious health condition of a family member, certification from a health care provider will be required.

The ESD is solely responsible for determining if an employee is eligible for benefits.

Supplemental Benefits During PFML

The Company does not offer supplemental benefits to employees who are receiving PFML.

Job Benefits and Protection

Employees may keep their health insurance while on PFML. Employees who contribute to the cost of their health insurance, must continue to pay their portion of the premium cost while on PFML.

Employees who return from PFML generally 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 PFML (about 24 hours per week, on average). Otherwise, employees taking PFML are not guaranteed job reinstatement unless they qualify for such reinstatement under federal and/or state leave laws or other applicable laws.

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

FMLA Concurrent with PFML

Any time off for PFML purposes will run concurrently with Family and Medical Leave Act (FMLA), if applicable, with the exception of any leave for sickness or temporary disability because of pregnancy or childbirth, which is in addition to leave under PFML. Please see the "Family and Medical Leave" policy for eligibility requirements.

Questions and/or Complaints about PFML

Employers are prohibited from discriminating or retaliating against an employee for requesting or taking PFML.

For more information on PFML, employees may go to paidleave.wa.gov or speak with Human Resources.

SECTION 42 - WEST VIRGINIA ADDENDUM

42-1. Pregnancy Accommodations

Chenega Corporation will endeavor to provide reasonable accommodations to the known limitations of the employee or job applicant who is pregnant, who has given birth or who has related medical conditions, unless doing so would impose an undue hardship on the Company.

Employees and job applicants must provide the Company with written documentation from their health care provider specifying their limitations and suggesting accommodations that would address those limitations.

Reasonable accommodations may include, but are not limited to:

- bathroom breaks;
- breaks for increased water intake;
- periodic rest;
- assistance with manual labor;
- providing time off for prenatal medical appointments;
- modified work policies or procedures;
- temporary transfers to less strenuous or less hazardous work; allowing for more time or more frequent eating; allowing time for taking prescribed medications; and
- providing access to existing facilities that are more convenient and usable by an employee affected by pregnancy.

The Company will not:

- require the employee to accept an accommodation that the employee chooses not to accept;
- require the employee to take leave if another reasonable accommodation can be provided to the employee;
- deny employment opportunities to the employee or job applicant, if such denial is based on the refusal of the Company to make a reasonable accommodation to the employee or applicant; or
- take adverse action against employees or job applicants for requesting or using reasonable accommodations under the law.

Any Employee who has questions about the policy or who needs to request an accommodation due to pregnancy, childbirth or a related medical condition should contact the Human Resources.

SECTION 43 - WISCONSIN ADDENDUM

43-1. Organ and Bone Marrow Donor Leave

Employees may take up to six (6) weeks of unpaid leave in a 12-month period for the purpose of serving as bone marrow or organ donors. Leave may only be taken for the period necessary to undergo and recover from the bone marrow or organ donation procedure.

In order to take leave to serve as a bone marrow or organ donor, employees must provide the Company with advance notice of the bone marrow or organ donation in a reasonable and practicable manner. Employees must make a reasonable effort to schedule the bone marrow or organ donation procedure so that it does not unduly disrupt the Company's operations (subject to the approval of the bone marrow or organ recipient's health care provider).

Employees may substitute paid time off while taking otherwise unpaid leave under this policy, and the substitution of paid time does not extend the length of leave under this policy. If applicable, this leave also will run concurrently with FMLA and/or applicable state law.

If applicable, the Company will maintain group health insurance coverage under the conditions that applied immediately before the leave began. In these cases, the Company reserves the right to require the employee to have in escrow with the Company an amount equal to the entire premium or similar expense for eight (8) weeks of the employee's group health insurance coverage (which may be paid in equal installments at regular intervals over at least a 12-month period and which the Company will deposit in an interest-bearing account).

The Company may require certification issued by a health care provider (of either the employee or the bone marrow/organ recipient, as appropriate) which indicates:

- the recipient has a serious health condition that necessitates a bone marrow or organ transplant;
- the employee is eligible and has agreed to serve as a bone marrow or organ donor for the recipient; and
- the amount of time expected to be necessary for the employee to recover from the bone marrow or organ donation procedure.

When employees return from bone marrow and organ donation leave, the Company will return them to the position they held immediately before going on leave or, if that position is not available, to an equivalent position with equivalent compensation, benefits, working shift, hours of employment and other terms and conditions of employment. If the employee wishes to return to work before the end of the leave as scheduled, the Company will return the employee to the same or a similar position (as described above) within a reasonable time (not to exceed the duration of the originally scheduled leave).

When employees end their employment with the Company, any payments in escrow (as described above) will be returned to them. If employees end their employment during or within 30 days after taking bone marrow and organ donation leave, the Company reserves the right to deduct from the amount returned to the employee any premium or similar expense paid for the employee's group health insurance coverage while the employee was on leave under this policy.

43-2. Family and Medical Leave

Employees may be entitled to a leave of absence under the Family and Medical Leave Act ("FMLA") and/or the Wisconsin Family and Medical Leave Act ("WFMLA"). This policy provides employees information concerning FMLA and/or WFMLA entitlements and obligations employees may have during such leaves. Whenever permitted by law, the Company will run FMLA leave concurrently with WFMLA and any other leave provided under state or local law. If employees have any questions concerning FMLA and/or WFMLA leave, they should contact Human Resources.

I. Eligibility

FMLA leave is available to "FMLA eligible employees." To be an "FMLA eligible employee," the employee must: 1) have been employed by the Company for at least 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 50 or more employees are located within 75 miles of the worksite.

Special hours of service eligibility requirements apply to airline flight crew employees.

WFMLA leave is available to "WFMLA eligible employees." To be a WFMLA eligible employee, the employee must: 1) have worked for the Company for at least 52 consecutive weeks and have worked at least 1,000 hours in the 52 weeks preceding the commencement of leave; **and** 2) be employed by an employer that has 50 or more employees.

II. Entitlements

As described below, the FMLA and WFMLA provide eligible employees with a right to leave, health insurance benefits and, with some limited exceptions, job restoration.

A. Basic FMLA and WFMLA Leave Entitlement

The FMLA provides eligible employees up to 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) weeks of unpaid leave during a calendar year if the leave is due to childbirth or adoption, an additional two (2) weeks of leave for the employee's serious health condition, and an additional two (2) weeks to care for a parent, spouse, son or daughter with a serious health condition (employees, however, are entitled to no more than a total of eight (8) weeks of family/medical unpaid leave, not to exceed 10 weeks within the 12-month period under the WFMLA - see further information below).

For WFMLA the 12-month period is measured by a calendar year from January 1 to December 31.

Leave may be taken for any one, or for a combination, of the following reasons:

- To care for the employee's child after birth, or placement for adoption (or foster care - FMLA only);
- To care for the employee's spouse (or domestic partner WFMLA only), son, daughter or parent (and under the WFMLA parent-in-law) who has a **serious health condition**;
- 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); and/or

- Because of any **qualifying exigency** arising out of the fact that the employee's spouse, son, daughter or parent is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty) in the Reserve component of the Armed Forces for deployment to a foreign country in support of contingency operation or Regular Armed Forces for deployment to a foreign country (FMLA only).

Under the FMLA, 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 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 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.

Under the WFMLA, a **serious health condition** means a disabling physical or mental illness, injury, impairment or condition involving inpatient care in a hospital, nursing home or hospice, or out-patient care that requires continuing treatment or supervision by a health care provider.

Qualifying exigencies for FMLA leave 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.

B. **Additional Military Family Leave Entitlement (Injured Servicemember Leave) (FMLA only)**

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a **covered servicemember** is entitled to take up to 26 weeks of leave during a single 12-month period to care for the servicemember with a serious injury or illness. FMLA leave to care for a servicemember shall only be available during a single 12-month period and, when combined with other FMLA-qualifying leave, may not exceed 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.

A **"covered servicemember"** 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, is otherwise in outpatient status or is on the temporary retired list, for a serious injury or illness. These individuals are referred to in this policy as "current members of the Armed Forces." **Covered servicemembers** also include a veteran who is discharged or released from military service under conditions 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 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.

C. **Intermittent Leave and Reduced Leave Schedules**

FMLA and/or WFMLA leave usually will be taken for a period of consecutive days, weeks or months. However, employees also may be entitled to take leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member (both FMLA and WFMLA) or the serious injury or illness of a covered servicemember (FMLA only) or birth or adoption (WFMLA only).

D. No Work While on Leave

The taking of another job while on FMLA/WFMLA or any other authorized leave of absence is grounds for immediate termination, to the extent permitted by applicable law.

E. Protection of Group Health Insurance Benefits

During FMLA/WFMLA leave, eligible employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work.

F. Restoration of Employment and Benefits

At the end of FMLA leave, subject to some exceptions, including situations where job restoration of "key employees" will cause the Company substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. The Company will notify employees if they qualify as "key employees," if it intends to deny reinstatement and of their rights in such instances. A "key employee" is defined under the FMLA as the employee among the highest paid 10 percent of all employees who are employed within 75 miles of the worksite. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA leave.

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.

G. Notice of Eligibility for, and Designation of, FMLA and WFMLA Leave

Employees requesting FMLA leave are entitled to receive written notice from the Company telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of: 1) their rights and responsibilities in connection with such leave; 2) the Company's designation of leave as FMLA-qualifying or non-qualifying, and if not FMLA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the employee's leave entitlement.

The Company may retroactively designate leave as FMLA and/or WFMLA leave with appropriate written notice to employees provided the Company's failure to designate leave as FMLA- or WFMLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA and/or WFMLA protection, the Company and employee can mutually agree that leave be retroactively designated as FMLA and/or WFMLA leave. **[Note: There is always risk with retroactive designations.]**

III. Employee FMLA and/or WFLA Leave Obligations

A. Provide Notice of the Need for Leave

Employees who wish to take FMLA and/or WFMLA leave must timely notify the Company of their need for FMLA and/or WFMLA leave. The following describes the content and timing of such employee notices

1. **Content of Employee Notice**

To trigger FMLA and/or WFMLA leave protections, employees must inform their Supervisor of the need for FMLA/WFMLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA and/or WFMLA leave specifically or explaining the reasons for leave so as to allow the Company to determine that the leave is FMLA/WFMLA-qualifying. For example, employees might explain that.

- a medical condition renders them unable to perform the functions of their job; they are pregnant or have been hospitalized overnight;
- a covered family member (including domestic partner and parent-in-law under WFMLA) are under the continuing care of a health care provider or a condition renders the family member unable to perform daily activities;
- the leave is due to a qualifying exigency cause by a military member being on covered active duty or called to covered active duty status to a foreign country (FMLA only); or
- a family member is a covered servicemember with a serious injury or illness (FMLA only).

Calling in "sick," without providing the reasons for the needed leave will not be considered enough notice for leave under this policy. Employees must respond to the Company's questions to determine if absences are potentially leave-qualifying.

If employees fail to explain the reasons for leave, the leave may be denied. When employees seek leave due to FMLA/WFMLA-qualifying reasons for which the Company has previously provided FMLA/WFMLA-protected leave, employees must specifically reference the qualifying reason for the leave or the need for FMLA and/or WFMLA leave.

2. **Timing of Employee Notice**

Employees must provide 30 days' advance notice of the need to take FMLA and/or WFMLA leave when the need is foreseeable. When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide the Company notice of the need for leave as soon as practicable under the facts and circumstances of the case. Employees who fail to give 30 days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA and/or WFMLA notice obligations, may have leave delayed or denied.

B. **Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules**

When planning medical treatment, employees must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt the Company's operations, subject to the approval of the employee's health care provider. Employees must consult with the Company prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the Company and the employees, subject to the approval of the employee's health care provider. If employees providing notice of the need to take leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, the Company may require employees to attempt to make such arrangements, subject to the approval of the employees' health care

provider.

When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered servicemember, the Company may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave, to the extent permitted by law.

When employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, employees must advise the Company of the reason why such leave is medically necessary. In such instances, the Company and employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting the Company's operations, subject to the approval of the employee's health care provider.

C. Submit Medical Certifications Supporting Need for Leave (Unrelated to Requests for Military Family Leave)

Depending on the nature of leave sought, employees may be required to submit medical certifications supporting their need for FMLA/WFMLA-qualifying leave. As described below, there generally are three types of medical certifications: an **initial certification**, a **recertification** and a **return to work/fitness for duty certification**.

It is the employee's responsibility to provide the Company with timely, complete and sufficient medical certifications. Whenever the Company requests employees to provide medical certifications, employees must provide the requested certifications within 15 calendar days after the Company's request, unless it is not practicable to do so despite the employee's diligent, good faith efforts. The Company will inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven

(7) calendar days to cure deficiencies. The Company will deny leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the employee's permission, the Company (through individuals other than the employee's direct supervisor) may contact the health care provider to authenticate or clarify completed and sufficient medical certifications. If the employee chooses not to provide the Company with authorization allowing it to clarify or authenticate the certification with the health care provider, the Company may deny leave if the medical certification is unclear.

Whenever the Company deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient medical certifications.

1. Initial Medical Certifications

Employees requesting leave because of their own, or a family member's serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions

lasting beyond a single leave year.

If the Company has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at the Company's expense. If the opinions of the initial and second health care providers differ, the Company may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Company and the employee, to the extent permitted by applicable law.

2. **Medical Recertifications**

Depending on the circumstances and duration of FMLA leave, the Company may require employees to provide recertification of medical conditions giving rise to the need for leave. The Company will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification.

3. **Return to Work/Fitness for Duty Medical Certifications**

Unless notified that providing such certifications is not necessary, the employee returning to work from leave that was taken because of his/her own serious health conditions that made the employee unable to perform his/her job must provide the Company medical certification confirming the employee is able to return to work and the employee's ability to perform the essential functions of the employee's position, with or without reasonable accommodation, to the extent permitted by law. The Company may delay and/or deny

job restoration until the employee provides a return to work/fitness for duty certification, subject to applicable law.

D. **Submit Certifications Supporting Need for Military Family Leave**

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the covered active duty or call to covered active duty status of a military member, the Company may require employees to provide: 1) a copy of the military member's active duty orders or other documentation issued by the military indicating the military member is on covered active duty or call to covered active duty status and the dates of the military member's covered active duty service; and 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different covered active duty or call to covered active duty status of the same or a different military member.

When leave is taken to care for a covered servicemember with a serious injury or illness, the Company may require employees to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, and in accordance with the FMLA regulations, the Company may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered servicemember confirming entitlement to such leave.

E. **Substitute Paid Leave for Unpaid FMLA and WFMLA Leave**

Employees may use any accrued paid time while taking unpaid FMLA leave. Employees may elect to use any accrued paid time 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 the employee's FMLA and/or WFMLA entitlement.

During the leave, employees may be eligible for compensation, such as temporary disability benefits, family leave benefits or workers' compensation benefits. Any compensation or leave taken in connection with any other policy/plan shall run concurrently with any FMLA/WFMLA leave entitlement. Upon **[written]** request, the Company will allow employees to use accrued paid time to supplement any paid disability benefits and workers' compensation benefits.

F. Pay Employee's Share of Health Insurance Premiums

During FMLA/WFMLA leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. Unless the Company notifies employees of other arrangements, whenever employees are receiving pay from the Company during leave, the Company will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working. If leave is unpaid, employees must pay their portion of the group health premium through a method determined by the Company upon leave.

The Company's obligation to maintain health care coverage ceases if the employee's premium payment is more than 30 days late. If the 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 within 30 calendar days 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), they will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid

FMLA leave.

IV. Coordination of FMLA/WFMLA Leave with Other Leave Policies

The FMLA and WFMLA do not affect any federal, state or local law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement that provides greater family or medical leave rights. However, whenever permissible by law, the Company will run FMLA leave concurrently with WFMLA and any other leave provided under state or local law. For additional information concerning leave entitlements and obligations that might arise when FMLA/WFMLA leave is either not available or exhausted, please consult the Company's other leave policies in this handbook or contact Human Resources.

V. Questions and/or Complaints about FMLA/WFMLA Leave

If you have questions regarding this FMLA/WFMLA policy, please contact Human Resources. The Company is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA/WFMLA.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If employees believe their rights have been violated, they should contact Human Resources immediately. Company will investigate any complaints and take

prompt and appropriate remedial action to address and/or remedy any violation. Employees also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

43-3. Leave for Emergency Responders

Eligible employees who are volunteer firefighters, emergency medical technicians, first responders or ambulance drivers for a volunteer fire department, a public agency or a nonprofit corporation ("volunteer provider") are eligible for unpaid leave to respond to an emergency prior to the time they are to report to work.

Employees who become a member of a volunteer provider must notify Chenega Corporation in writing within 30 days that they are a volunteer firefighter, emergency medical technician, first responder or ambulance driver. Additionally, if the employee's status changes, including termination of that status, the employee must notify the Company of the change in status.

Employees who are going to be late or absent from work due to an emergency that involves their service as a volunteer firefighter, emergency medical technician, first responder or ambulance driver, must make every effort to notify the Company that they may be late or absent from work due to the emergency. If prior notification is not possible, the employee must provide a written statement from the chief of the volunteer fire department or person in charge of the ambulance service explaining why prior notification was not possible. Following being late or absent from work due to responding to an emergency, employees must provide a written statement from the chief of the volunteer fire department or person in charge of the ambulance service certifying that they were responding to an emergency and indicating the date and time of the response to the emergency.

SECTION 44 – PUERTO RICO

44-1. At-Will Employment / Probationary Periods

Employees in Puerto Rico are not subject to the employment at-will policy. However, upon hiring, all non-exempt employees in Puerto Rico will be subjected to a 9 month, except those exempt employees that fall under the categories of administrator, executive or professional that will be subject to a probationary period of 12 months. The probationary periods start to run automatically beginning on the first day of employment. This probationary period will not be modified, except by written approval and notification of the Company President.

The probationary period will be interrupted by approved leaves pursuant to law.

44-2. Vacation Leave Policy

VACATION AND SICK TIME

Puerto Rico employees receive 2 varieties of paid time off: (1) Vacation and (2) Sick

Vacation. Employees hired after August 1, 1995 and before January 26, 2017, who work a minimum of **130** hours per month, are eligible to accrue 1 ¼ days of vacation leave per month (15 days per year).

Employees hired on or after January 26, 2017 that work at least **130** hours per month, accrue vacation days as follows:

	Years of Service	Accrual per month
Vacation Leave	Up to 1 year	.50 day
	>1-5 years	.75 day
	>5-15 years	1.00 day
	>15 years	1.25 days

Employees accumulate vacation time once they complete 6 months of employment and will be retroactive to the date of hire. Once eligibility requirements are met, these benefits accrue monthly in accordance with local laws. However, employees cannot request the enjoyment of vacation leave until it has been accrued for an entire year.

After completion of ten years of employment, employees may accrue a total of 20 days per year.

Use Vacation-each year it is earned. Vacation is intended to offer employees time to rejuvenate, spend with family and friends, take advantage of our travel benefits, or pursue personal endeavors of the employees' choosing. The Company encourages employees to use vacation each year as it is earned. By mutual agreement between the employer and the non-exempt employee, vacation leave may be fractioned. However, non-exempt employees must enjoy, at least, one vacation leave period of at least 5 consecutive work days during the year. By mutual agreement between the employer and the non-exempt employee, in the event that available vacation is not used by the end of the year, non-exempt employees will carry any unused time forward to the next year, up to a maximum of two (2) years. Non-exempt employees will continue to carry any unused vacation time forward to the next year.

Exempt employees who do not use vacation time are subject to a maximum accrual cap of 240 hours. For exempt employees, vacation time will *not* accrue above this maximum amount.

Unpaid Vacation. Before submitting an application for 'unpaid vacation,' employees should first use all accrued Vacation.

Sick/Personal Time. 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.

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.

As long as the non-exempt employee maintains a sick leave bank of at least five (5) days, the 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.

If an employee is absent for three or more working days due to illness or injury, a medical certificate must be provided, specifying the beginning and ending dates of the leave.

At the end of each year, sick leave will be carried forward up to a maximum of fifteen (15) days.

Inappropriate use of sick leave as well as failure to follow the notice requirements to report absences may be cause for disciplinary action, up to and including termination. Employees will not be paid for unused sick leave benefits while they are employed or at the termination of employment.

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 FMLA.

"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.

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.

When Additional Time Away is Needed. Employees who have exhausted the employee's Vacation and sick time but require additional time away may apply for an unpaid Leave of Absence or for other applicable Leaves as provided by this handbook or by general, state or local laws. For more information, contact your manager or Human Resources.

44-3. Overtime

Non-exempt employees will be paid at a rate of one and one-half times his or her hourly rate for each hour worked in excess of eight (8) hours in any calendar day or for each hour worked in excess of forty (40) hours in a work week. The work week starts on Saturday at 12:00 a.m. and ends Friday at 11:59 p.m.

44-4. Seventh Day Law

Non-exempt employees are entitled to one (1) day of rest for every six (6) consecutive days of work. Should a manager or supervisor require an employee to work for a seventh (7th) consecutive day, the employee, who was hired before January 26, 2017, will be paid at a rate of two (2) times his or her 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 (1.5) times his or her regular pay for those hours worked on the 7th day.

44-5. Meal Periods

Meal period and rest breaks are important to the success of the entire team. The Company wants to make sure employees get enough breaks to focus on their responsibilities in an effective and positive way. It is your responsibility to take rest and meal periods. As a general rule, hourly employees may not work more than five consecutive hours without breaking for a 60 minute unpaid meal period. Accordingly, if you are scheduled to work more than 5 consecutive hours, you are eligible to receive an unpaid 60-minute meal period beginning no earlier than the second hour of work and no later than the beginning of your sixth hour of work. You may also be entitled to additional meal periods if you work longer than your scheduled shift. However, when the total number of hours worked in your schedule do not exceed six (6) hours, the meal period will be waived. Also, hourly employees who work not more than 12 hours on a given day will not be entitled to a second meal period as long as the employee has taken a first meal period.

Hourly employees may sign a meal period waiver agreement to reduce their meal periods from a 60 minute meal down to a 30 minute meal period.

Hourly employees hired before January 26, 2017 who are allowed to work during their meal period will be paid two-

times their regular rate of pay. Hourly employees hired on or after January 26, 2017, who are allowed to work during their meal period, will be paid one and a half times their regular rate of pay.

44-6. Christmas Bonus Policy

Under Puerto Rico law, in the twelve-month period commencing on October 1st and ending on September 30th of any year, the employer has an obligation to pay each qualified employee a mandatory annual bonus or "Christmas Bonus," as it is commonly known in Puerto Rico. Qualified employees will be paid the following bonus:

- *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.
    - Eligible employees will receive a bonus equivalent to 6% of the first $10,000 of salary, up to a maximum of $600.
- *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.
    - Eligible employees will receive a bonus equivalent to 2% of the salary up to a maximum of $600.
    - 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.

The Company may credit other bonuses paid against the Annual Christmas bonus.

44-7. Paid Maternity Leave

Expectant employees are generally entitled to eight weeks of statutory maternity leave (four week of prenatal leave and four weeks of postnatal leave), with full salary, for the birth of a child. The Company pays the total amount of the compensation at the commencement 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 an illness related to birth arises, preventing the employee from working after the four weeks of postnatal leave, the employee is entitled to an additional leave, which shall not exceed 12 additional weeks. This additional leave will be without pay. 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.

Maternity leave is also granted to adopting mothers of pre-school minors or minors having five years of age or less who are not enrolled in school. The adopting mother must give her employer 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.

In case of an abortion having the same medical effects as childbirth, as evidenced by a medical certificate provided to the Company, the employee will have the same maternity leave benefits as if actual childbirth had occurred.

Maternity leave will run concurrently with leave under FMLA.

44-8. Break Time for Nursing Mothers

A full-time female employee who returns from her maternity leave, has a paid breastfeeding leave for one (1) full hour of each full working day, which may be divided in two thirty-minute or three twenty-minute breaks to extract her own milk at an area which the Company has designated for this purpose. In order to be eligible for this leave, the employee must work at least seven and a half (7 ½) hours per work day.

A part-time female employee who returns from her maternity leave, has a paid breastfeeding leave for thirty (30) minutes for each four hours of work, which may be divided in two fifteen-minute breaks to extract her own milk at an area which the Company has designated for this purpose. In order to be eligible for this leave, the employee must work at least four (4) hours per work day.

Once the schedule to breast feed or to express breast milk is agreed upon between the breast-feeding mother and the Company, it shall not be changed without the express consent of both parties. Breastfeeding mothers are entitled to this leave for up to twelve (12) months from their return to work from maternity leave, provided that the employee presents to the Company not later than five (5) days after the baby's fourth (4) and eighth (8) month, a medical certificate confirming that the employee has been breastfeeding the baby.

44-9. Workers' Compensation Leave

As provided by Puerto Rico law, employees who become disabled due to a work-related injury or illness are entitled to a leave of absence of up to twelve (12) months. Employees who have suffered a work-related accident or injury must immediately report the accident to the supervisor or Human Resources Department. As required by law, the Company will report the accident or injury to the Puerto Rico State Insurance Fund. Upon recovery from the work-related accident or injury, the employee will be reinstated if:

- the employee requests reinstatement within a twelve (12) month (360 days) period from the date of the work-related accident or illness, and within fifteen (15) days from the date the employee is discharged from treatment or placed on CT (treatment while working) by the Administrator of the State Insurance Fund;
- 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. Leave under FSE will run concurrently with leave under FMLA.

44-10. Non-Occupational Disability Leave (SINOT)

Employees who suffered non-work-related injuries that prevent them from working may be entitled to benefits under SINOT. Employees need to complete the SINOT form.

Employees eligible for leave under SINOT will be entitled to a one (1) year employment reserve, 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 one (1) year employment reserve;
- 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 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 leave under FMLA.

44-11. Special Leave for Victims of Domestic Violence, Sexual Harassment and Assault

Employees who are victims of, or have covered family members that are victims of, domestic or gender-based 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 minor children, spouses, partners united by an affective relationship, 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 People Services department for additional information about use of this leave.

44-12. Other Leaves

Please contact the Human Resources Department to inquire about your eligibility for other statutory leaves available under Puerto Rico laws.

44-13. Protocol for the Management of Domestic Violence in the Workplace

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

The Company's zero tolerance policy towards domestic violence and this protocol have been established and are implemented and enforced pursuant to the following legal authorities:

- Article I, Section 1 of the Constitution of the Commonwealth of Puerto Rico, which provides that the dignity of the human being is inviolable.
- Article I, Section 16 of the Constitution of the Commonwealth of Puerto Rico, which recognizes the right of every working person to be protected from risks to his/her health and personal integrity in the workplace.
- Act No. 20 of April 11, 2001, as amended, which created the Office of the Solicitor for Women. The Act provides that the Office of the Solicitor for Women shall oversee that the public policy established by the Act is fulfilled and that women's rights are protected. Under the Act, the Office of the Solicitor for Women shall ensure that public and private entities take affirmative steps to guarantee gender equality in areas where inequalities and oppression persist, including domestic violence.
- Act No. 54 of August 15, 1989, for the Prevention of Domestic Violence, as amended, which repudiates domestic violence and recognizes that domestic violence is one of the most serious and complex problems facing society.
- Act. No. 16 of August 5, 1975, as amended, which provides that all employers shall provide a workplace free of known dangers that may cause death or physical harm to its employees.
- Act No. 100 of June 30, 1959, as amended by Act No. 217 of December 17, 2006, which protects employees and applicants against discrimination based on being a victim or perceived to be a victim of domestic violence.
- Act No. 284 of August 24, 1999, as amended, which prohibits harassing conduct aimed at intimidating a person to the extent that the person or any other member of the person's family or their property may be harmed.
- Act No. 538 of September 30, 2004, which provides that an employer may seek a protective order in favor of one of its employees if the employee is or has been a victim of domestic violence, as defined in Act. No. 54 of August 15, 1989, and the violence occurred in the workplace. Before initiating this process, the employer must notify the employee of its intention to seek the protective order.

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.
- 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 Team 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 Team may be contacted at Employee Relations@capeair.com. In case such person is not available, the employee 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 Human Resources 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.
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 Team 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.
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.
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.

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 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 they have been a victim of discrimination or retaliation in violation of this policy shall

immediately contact Human Resources Department or the employee's 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.

The Company reserves the right to interpret this Supplement and all its policies and provisions. In addition, the Company reserves the right to modify, amend or eliminate all or some of the policies in this Supplement.

SECTION 45 – SCA EMPLOYEE ADDENDUM

The information contained in this section provides additional guidance on employee status and the benefits of your Service Contract Act (SCA) contract as referred to in the Employee Reference Guide and applicable Wage Determination.

Subject to any limitations pursuant to any applicable Wage Determination, the Company reserves the right to amend, modify or terminate, in whole or in part, any or all of the provisions of the benefit plans described herein. This Addendum does not change or otherwise interpret the terms of the applicable official plan documents.

To the extent that benefits provided in this Addendum and/or the Employee Reference Guide are less generous than those required by the applicable Wage Determination, the applicable Wage Determination shall govern.

45-1. Employment Categories

Full-time

Full-time employees are those who are regularly scheduled to work a minimum of 30 hours per week. SCA classified full-time will be provided benefits to meet the fringe benefit value provided for in the applicable Wage Determination.

Part-time

Part-time employees are those employees who are regularly scheduled to work less than 30 hours per week. SCA classified part-time employees will be provided benefits to meet the fringe benefit value provided for in the applicable Wage Determination. Vacation and holiday benefits will be pro-rated.

On-Call

On-call positions will be maintained to provide coverage for unusual, irregular or unexpected coverage. An on-call employee is hired to work on an intermittent basis. SCA classified on-call employees will be provided cash in lieu of benefits and prorated holiday and vacation to meet the fringe benefit value provided for in the applicable Wage Determination.

Non-Exempt

Note that SCA employees are considered non-exempt and are eligible for overtime pay. Those employees who are covered by the overtime provisions of the federal FLSA and/or any similar state wage and hour laws. Employees in this category are entitled to overtime wages for work in excess of forty (40) hours in a workweek and/or eight (8) hours in a workday or otherwise as may be required by applicable state law. Please refer to the Employee Classification policy for further details.

45-2. Health and Welfare

Chenega will provide most employees governed under the Service Contract Act a combination of health, welfare, and retirement benefits that satisfy the Service Contract Act and applicable Wage Determination "fringe benefit"

requirements. However, in very limited circumstances, employees may be provided a monetary fringe benefit in lieu of a health and welfare benefits package. This fringe cash amount is not considered part of the base hourly rate paid for purposes of overtime or workers' compensation calculations. The Company reserves the right to re-evaluate offering a cash fringe and provide a benefits package at a later date or vice versa.

45-3. Jury Duty

If an employee is called to serve on jury duty, the employee is requested to notify his/her supervisor immediately and provide the Company with a copy of the juror's questionnaire. All employees will be allowed time off to perform jury duty service as required by applicable law. Employees will be allowed to take a maximum of ten (10) working days each calendar year to fulfill their jury duty obligations, unless otherwise required by applicable law. However, exempt employees will be paid their full salary for any week in which they perform authorized work for the Company. The Company will provide payment for the difference between normal gross wages and the amount of actual straight-time earnings lost based on the employees regular rate. Payment of up to ten (10) days per calendar year will be made following evidence of the amount of jury duty pay received.

45-4. Military Leave

Employees required to perform annual active duty training as a member of a military service reserve program shall promptly notify their supervisor of their reserve status and requirement for training. The Company will provide leave in accordance with USERRA provisions.

Additional military leave entitlements may be available under applicable state law. Please refer to the Company-specific Employee Reference Guide Addendum for additional details.

Employees recalled to active military duty will be placed on leave of absence for the duration of their leave. The employee should make every effort to advise his/her supervisor at least two weeks prior to his/her return to work so that arrangements can be made. These arrangements include (if required) the annual recertification.

Contact Human Resources with any questions.

45-5. Bereavement Leave

Bereavement is generally an unpaid provision for SCA Employees. Please see the Company-specific Employee Reference Guide Addendum for specific details.

45-6. Paid Time Off

Service Contract Act (SCA) employees are eligible for paid vacation and holidays as denoted in the applicable Wage Determination that governs the contract under which that employee is hired. Applicable Wage Determinations are available upon request. Vacation entitlement is based on the length of the regular employee's years of credited service, as stated in the applicable Wage Determination.

In the case where the Company is a successor contractor on a federal contract, and an SCA employee was already performing similar work at the same facility, the site anniversary date will be used to calculate the amount of vacation in which the employee will vest. The previous contractor, by law, must "cash out" any unused vested vacation due employees upon termination of that contract. Regular part-time employees who may be eligible for

vacation benefits will receive a pro-rata entitlement. Temporary employees are not eligible for vacation unless they meet continuous service requirements per the SCA.

45-7. Scheduling of Vacation

1. Employees must obtain supervisory approval before taking vacation.
2. SCA employees may schedule vacations at any time during the following year after they have reached their site anniversary date. While the preference of the SCA employee will be considered, vacations must be taken at a time when business conditions permit as determined by the employee's supervisor and / or manager.
3. Vacation time may not be deferred or carried over unless otherwise required by applicable law.

45-8. Holidays

Regular Full-Time SCA Employees will receive eight (8) hours of holiday pay at the regular rate for each of the holidays as stated in the applicable Wage Determination. The Company reserves the right to change and/or substitute holidays to the extent permitted by applicable law.

Holiday pay will be paid in the pay period within which it falls. If an employee works on the holiday, they will receive their regular pay for hours worked on the holiday, and eight hours of holiday pay at the regular rate.

SCA Part-Time employees are eligible for the paid holiday if the employee works or is paid for any day during the week of a recognized holiday. Holiday pay to part-time employees is prorated based on the number of hours worked in the week previous to the holiday or if no hours worked in the previous week the hours worked during the week of the holiday will be used. Temporary employees are paid a prorated amount for holidays.

Contact Human Resources with any questions.

CHENEGA® CORPORATION

Chenega Corporation provides a reporting hotline for employees to anonymously report any of the following incidents:

Ethical Violations	**Wrongful Discharge**
Unsafe Working Conditions	**Internal Controls**
Quality of Service	**Vandalism and Sabotage**
Theft	**Improper Conduct**
Discrimination	**Conduct Violations**
Alcohol and Substance Abuse	**Threats**
Fraud	**Bribery and Kickbacks**
Conflict of Interest	**Misuse of Company Property**
Theft and Embezzlement	**Violation of Company Policy**
Violation of the Law	**Falsification of Contract, Reports or Records**

Regular business issues and matters not requiring anonymity should be directed to the employee's supervisor or HR department.

ANONYMOUS REPORTING HOTLINE

All calls are confidential and the identity of the caller will remain anonymous.

CALL 844-440-0075

or go to:

www.lighthouse-services.com/chenega

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