

IX. EMPLOYEE BENEFITS PROGRAM for US and Expatriate Staff (paid in US dollars)

A. POLICY

AURA provides a suite of employee benefits as a basic offering to all employees. Each Center will provide employee benefits that include those identified herein and will deliver these benefits with Center specific conditions as provided in contract details with individual carriers or in some cases reflecting unique laws of the jurisdictions in which they operate. Eligibility may differ by plan. Eligibility for all AURA benefit programs is based on the most recent date of hire, unless otherwise specified. For some benefits, the employee may share in the cost of the coverage. Others may be provided at no cost to the employee. Employee premium costs, unless otherwise specified, are defined by the individual Center. The level of employer/employee contributions to premium coverage may vary by Center. This cost arrangement may be modified by AURA and/or its Centers at any time. **This program does not apply to employees locally hired in the Republic of Chile on the Chilean payroll.**

The following benefits reflect the core offerings for eligible staff:

- Health Insurance
- Dental Insurance
- Long-term disability Insurance
- Tuition Reimbursement
- Retirement Savings Plans
- Worker's compensation
- Social Security
- Travel insurance
- Unemployment Insurance
- Tuition Reimbursement

The following benefit plans may also be offered, if adopted by the AURA Center:

- Short Term Disability
- Flexible Spending Account (FSA) Plans
- Supplemental and/or Dependent Life Insurance

The following descriptions contained in this policy are intended to represent highlights of eligibility and coverage and are not in the full detail required by the Employee Retirement Income Security Act (ERISA). Full details in written form are included in the plan documents and insurance contracts maintained at each Center for each plan and may be obtained from the Center Human Resources Manager. In all cases, the terms and conditions of the plan documents and contracts serve as the governing documentation for the eligibility and specifics of plan coverage. Details will be provided upon enrollment in the plans. See the Center Human Resources Office for specific information.

1) HEALTH INSURANCE

a. Eligibility

- 1) All regular active, full-time U.S. and expatriate employees and their eligible dependents are eligible for health insurance.

- 2) Part-time employees scheduled to work at least 20 hours per week may participate by paying a greater portion of the premium or at a rate set by local law. Part-time employees may also elect to enroll eligible dependents.

b. Coverage

The health insurance plans provide comprehensive hospital, surgical, and out-of-hospital benefits with certain limitations as prescribed by the individual Center's plan benefit booklets.

c. Premiums

The premium costs for health insurance coverage generally are shared by active employees and the AURA Center. Details of the premiums and employer/employee costs are available from the Center Human Resources Office.

2. DENTAL INSURANCE

a. Eligibility

- 1) All regular active, full-time U.S. and expatriate employees and their eligible dependents are eligible for dental insurance.
- 2) Part-time employees scheduled to work at least 20 hours per week may participate by paying a greater portion of the premium or at a rate set by local law. Part-time employees may also elect to enroll eligible dependents.

b. Coverage

The dental insurance plans provide a range of services including, but not limited to, routine cleanings and check-ups, fillings, extractions, and periodontic and prostodontic services. For specific information on each Center's dental plans, please contact the Human Resources Office.

c. Premiums

The premium costs for dental insurance coverage generally are shared by active employees and the AURA Center. Details of the premiums and employer/employee costs are available from the Center Human Resources Office.

3. LIFE INSURANCE

a. Eligibility

- 1) All regular active full-time employees (except temporary employees).
- 2) All regular active full-time employees (except temporary employees) of the Cerro Tololo Inter-American Observatory who were employed prior to 1 January 1972 as non-professional supervisors or administrators.

b. Coverage

The amount of life insurance available to each employee is determined by the insurance contracts between the Center and insurance carriers. Details of each plan are available from the Center Human Resources Office.

c. Participation in Premiums

Premiums for this coverage may be shared between the employee and AURA. Details of the premiums and employer/employee costs are available from the Center Human Resources Office.

4. LONG TERM DISABILITY INSURANCE

a. Eligibility

- 1) All regular active full-time employees (except temporary employees) assigned in the U.S. and expatriates hired for employment in Chile.
- 2) Each employee who qualifies for an eligible class becomes eligible for insurance under the plan on the first day of the month coinciding with or next following the completion of one year of service in such class. If an employee is absent from work on the day he or she becomes eligible, the employee will become eligible on the day he or she returns to work.
- 3) An employee may become eligible for coverage on the first of the month following his/her hire date provided s/he was participating in another Group Long-Term Disability Plan prior to being hired and there was no more than a ninety (90) day gap in coverage prior to the employee's start date.

b. Coverage

- 1) Long-Term Disability Insurance provides a monthly income benefit which begins after six months of qualified total disability and continues for the length of the disability, or according to terms of the carrier's policy. Definition of disability is determined by the insurance carrier pursuant to the provisions of the contract for coverage.
- 2) In addition, contributions to the Money Purchase Pension Plan are continued by AURA at 10% of the salary in effect at the onset of the disability. The amount of income from this policy is affected by other disability income, such as Social Security and Worker's Compensation payments. Details of the Long Term Disability Policy are available from each Center Human Resources Office.

c. Premiums

Long Term Disability is generally provided at no cost to the employee. However, this cost arrangement may be modified by AURA and/or its Centers at any time.

5. TRAVEL ACCIDENT INSURANCE

a. Eligibility

All employees assigned in the U.S or expatriates hired for employment in Chile and Officers, Board Members, Directors-at-Large, members of the Center's Management Council, and Consultants to the AURA Board of Directors are eligible at no cost for travel accident insurance on the date of employment or appointment. AURA's policy does not cover personnel in these classes if operating or serving as a crewmember in a privately owned or chartered/rented/leased aircraft.

b. Coverage

Coverage is extended during official travel only, excluding travel from home to official duty station. Included in the coverage is official travel by common carrier, by automobile, or by chartered aircraft, if the aircraft is regularly licensed for charter. This travel insurance covers death, dismemberment, and total disability, except for exclusions for suicide, declared or undeclared war, etc.

6. SOCIAL SECURITY

AURA participates in the Federal Social Security Act, which affects all U.S. citizens and resident aliens. The contribution rate for the employee and the employer will conform to applicable Social Security Act requirements. Details are available at the Center Human Resources Office.

7. WORKER'S COMPENSATION INSURANCE

- a. Worker's Compensation insurance is provided at no cost to all employees and provides medical care, hospitalization benefits, and loss-of-salary benefits as prescribed by State statutes if an employee suffers a job-related injury or illness.
- b. All employees must report job-incurred injuries and illness promptly to their management, to facilitate investigation of the incident and payment of benefits to which the employee may be entitled. Similarly, employees are cautioned to inform their doctor regarding the possibility of such compensation. This will safeguard the employee against direct loss of certain medical fees.
- c. Worker's Compensation Insurance does not apply when employees participate in lunch-hour or after-work athletic or other activities. This extends to teams composed of AURA employees and supported wholly or in part by Associations of employees. AURA policy does not support such activities, and recommends they not be conducted during working hours. AURA financial support is not available for such activities.
- d. If an employee sustains a workplace accident, authorized sick leave will not be used except by specific approval of the Director or a designee. While AURA is paying full salary to the employee, salary-related workers' compensation

payments must be provided to the Center Human Resources Manager or his/her designee.

8. UNEMPLOYMENT INSURANCE

Unemployment insurance is provided for all employees at no cost to the employee. Qualification for benefits depends primarily on the reason for loss of employment and is determined by the State where the claim is filed. The amount and duration of benefits is defined by Federal and/or State regulations.

9. TRAINING

AURA supports an environment conducive to continuing training and development for all staff members. AURA employees are encouraged to participate in appropriate training and education programs in the best interest of AURA and the employee. Each supervisor is responsible for guidance, training, and development of personnel and their skills within his or her boundaries of responsibility. The appropriate approvals are required, as determined by each Center.

10. TUITION REFUND

AURA supports an environment conducive to continuing education for all staff members. While this program is available to all eligible staff members, women and minority group members are especially encouraged to take advantage of such areas of opportunity. The Director or a designee will approve tuition refunds.

a. Eligibility

- 1) The tuition refund policy applies to regular, full time staff.

b. Coverage

- 1) Two different types of studies are covered: The first is formal course work, for which academic credit from an accredited college or university is granted. The second includes instruction at trade schools, non-accredited institutions and training classes. An employee requesting tuition refund as covered by this policy may be reimbursed according to the schedule below. In some cases, based on the IRS guidelines, reimbursement may be considered a taxable income benefit. The following are AURA guidelines for reimbursement under this program:

a. Academic

- i. Permission to enroll in the course or to be absent from work shall be secured prior to enrollment. Permission will be granted based on the needs of AURA and the employee and shall not be based on any non-work related reason.

- ii. The course must be related to the mission of AURA and to work the employee is doing or may be expected to do for AURA, or must be required for a degree which is so related.
- iii. The employee must show evidence to the Human Resources Manager that he/she has satisfactorily completed the course in which he/she enrolled.
- iv. Approvals for tuition reimbursement will be limited to six (6) credit hours per semester (or equivalent for non-semester based programs).
- v. Dollar limits for reimbursements in a calendar year may be established by each Center. Exceptions to the dollar limits require Center Director approval.
- vi. A grade equivalent to C, awarded to the employee upon the completion of the course taken, qualifies for tuition reimbursement of 50% of the tuition assistance approved by the Center. A grade equivalent to B or higher must be awarded to the employee to qualify for tuition reimbursement of 100% of the tuition assistance approved by the Center. In both cases, evidence of the grade awarded must be presented to the appropriate Center department for processing.
- vii. Leave for the purpose of attending such classes shall not exceed three hours per week for lecture courses and four hours per week for a single laboratory or science/mathematics course at a time and requires prior authorization from the employee's direct supervisor or manager.
- viii. Employees eligible as veterans of the U.S. Armed Services for education benefits under the G.I. Bill or any similar legislation shall be reimbursed for not more than the amount by which the tuition fee exceeds the benefits to which the employee is already entitled.
- ix. Permission to enroll, or for time off from work will not be granted unless there is reasonable expectation that the course or degree requirements will be successfully completed and in time to be of benefit to AURA.
- x. Exceptions to this policy must be requested in advance in writing and require Center Director approval.

b. Vocational and Non-Accredited

- i. Permission to attend vocational or non-accredited courses shall be secured in advance. Permission will be granted based on the needs of AURA and the employee and shall not be based on any non-work related reason.
- ii. The course must be directly applicable to work which the employee normally does or may be expected to do for AURA.
- iii. The employee must show evidence to the Human Resources Manager that he/she has satisfactorily completed the course in which he/she enrolled.

10. RETIREMENT SAVINGS

a. AURA's basic retirement program consists of multiple savings plans, each of which offers individual benefit options. These are in addition to and not related to the U.S. Social Security program. The following descriptions are not in the full detail required by the Employee Retirement Insurance Security Act (ERISA) and therefore, are not represented as being complete in all respects. Full details are set forth in the specific plan documents, may be obtained from the Center Human Resources Manager and will be supplied upon enrollment in these plans. Should there be any conflict between what is stated in this policy and what is stated in the plan document for the specific plan, the specifics in the plan document will govern.

b. MONEY PURCHASE PENSION (MPP) PLAN (401(a))

1) Eligibility

AURA employees who work more than 1,000 hours in a plan year are eligible.

2) Effective Date

Eligible employees shall become a participant in the plan coincident with his or her date of employment or upon the attainment of 1,000 hours in a plan year.

3) Plan Contributions

AURA contributes 10% of each participant's eligible compensation as defined by the plan document.

AURA's contributions are on a tax-deferred basis. The total amount of tax-deferred contributions may not exceed limits imposed by the Internal Revenue Service.

4) Vesting

Participants are 100% vested in all funds contributed to their individual accounts.

5) Allocation of Contributions

Participants direct the investment of company contributions into various investment options offered by the Plan.

6) Distribution of Benefits

Participants may request a distribution in the event of a qualifying event (e.g. termination). Subject to restrictions imposed by the Internal Revenue Service and the investment company, participants may request the payment of retirement benefits as a lump sum, annuity, installment or rollover. Entitlements in case of retirement due to total disability are different. See the Human Resources Manager for details or call the Customer Service Center of the Plan for more information.

c. TAX SHELTERED ACCOUNT (TSA) (403 (b))

1) Eligibility

AURA employees who work more than 1,000 hours in a plan year are eligible.

2) Effective Date

There is no waiting period for TSA participation. Eligible employees shall become a participant in the plan coincident with his or her date of employment or upon the attainment of 1,000 hours in a plan year. Participation is voluntary and effective upon enrollment in the Plan.

3) Plan Contributions

- Participants may defer their own contributions, on either a pre- or post-tax basis, from eligible compensation (as defined by the plan document) through a salary reduction agreement under section 403 (b) of the Internal Revenue Code.
- AURA does not contribute funds to this TSA retirement account.
- Elections to withdraw or borrow a portion of these funds are subject to IRS restrictions and, terms prescribed by the investment company.
- Contributions made by tax-deferred or post-tax salary reduction may not exceed limits established by the Internal Revenue Service.
- Expense charges vary depending on the participant's investment choice.

4) Allocation of Contributions

Participants direct the investment of company contributions into various investment options offered by the Plan.

a. Distribution of Benefits

Participants may request a distribution in the event of a qualifying event (e.g. termination). Subject to restrictions imposed by the Internal Revenue Service and the investment company, participants may request the payment of retirement benefits as a lump sum, annuity, installment or rollover.

Entitlements in case of retirement due to total disability are different. See the Human Resources Manager for details or call the Customer Service Center of the Plan for more information.

d. AURA 457(b) PLAN

1) Eligibility

AURA offers a supplemental retirement savings plan to eligible highly-compensated (as defined by the IRS) employees.

2) Effective Date

- Eligibility for the plan is effective at date of hire, provided the salary eligibility requirements are met, or upon attaining the salary eligibility requirement.
- Participation in this plan is voluntary and effective upon enrollment in the Plan.

3) Plan Contributions

- Provided that the employee has maximized contributions to the TSA (pursuant to IRS guidelines), the employee may elect to contribute additional earnings on a pre-tax basis, to this account subject to specific IRS regulations.
- Funds contributed to these accounts are considered part of the general assets of AURA and may not have the same regulatory protections as the MPP and TSA.
- AURA does not contribute funds to this retirement account.

4) Allocation of Contributions

Participants direct the investment of company contributions into various investment options offered by the Plan.

5) Distribution of Benefits

Elections to withdraw or borrow a portion of these funds are subject to IRS restrictions and, terms prescribed by the investment company.

6) For additional details on the MPP, TSA or 457(b) plans please contact the Human Resources Office.

B. OPTIONAL PLANS (May vary by Center)

1. FLEXIBLE SPENDING ACCOUNT (FSA) PLAN

a. Eligibility

For those AURA Centers with a Flexible Spending Plan (FSA), all regular, full- and part-time employees assigned in the United States or expatriates hired for employment in Chile are eligible to participate in the plan.

b. Coverage

The FSA allows eligible employees to realize tax savings under Section 125 of the

Internal Revenue Code by agreeing to "redirect" a portion of pre-tax salary to one or more of the following flexible spending accounts: Insurance Premium Payment; Health Care Reimbursement; Dependent Care Assistance.

2. SHORT TERM DISABILITY

a. Eligibility

Each Center may define eligibility pursuant to the terms and conditions of its insurance contract. Where State regulations determine short-term disability benefits, the State regulations will prevail.

b. Coverage

Short-Term Disability Insurance provides a weekly income benefit which begins after a defined waiting period (may vary pursuant to Center's insurance contract) of qualified total disability and continues for the length of the disability according to terms of the carrier's policy not to exceed six (6) months from the date of the onset of the disability. Definition of total disability is determined by the insurance carrier pursuant to the provisions of the contract for coverage.

c. Premiums

Participation in the cost of Short-Term Disability coverage may or may not be shared by the employee and the AURA Center. Each Center will determine the costs, if any, of this coverage.

3. SUPPLEMENTAL AND/OR DEPENDENT LIFE INSURANCE

a. Eligibility

Eligibility for supplemental and/or dependent life insurance will generally follow the same provisions as for basic life insurance.

b. Coverage

The amount of life insurance available to each employee is determined by the insurance contracts between the Center and insurance carriers. Details of each plan are available from the Center Human Resources Office.

c. Participation in Premiums

Premiums for this coverage are generally borne fully by the employee. Details of the premiums and employer/employee costs are available from the Center Human Resources Office.