

I. EMPLOYMENT AND REASSIGNMENT

POLICY

1. AURA is an equal opportunity/affirmative action employer. AURA seeks to create and maintain a diverse workforce which includes women, under-represented minorities, qualified veterans and individuals with handicaps in all position classifications. When a vacancy occurs, AURA will hire the most suitable individual from among qualified applicants meeting clearly defined program needs and position requirements.
2. In general, employment with AURA, except as defined by written contract for employment and/or policies for the employment of scientific research staff, is considered "at will" and shall be for no definite duration. Either the employer or the employee may terminate employment at any time. Except as stated above nothing contained herein shall be construed as creating a contract for employment either expressly or implied. Continued employment is subject to satisfactory job performance and to the availability of funds and work.
3. AURA supports the exploration of flexible working arrangements for its employees, where appropriate. AURA recognizes the importance of providing its employees with options that allow for a balance of work and personal life priorities. In turn it recognizes that staffing levels and working arrangements must at all times remain in line with the demands of the centers which it operates.

Each center may define flexible working arrangements, as appropriate, for the center.

4. Authority to appoint or reappoint staff positions is as follows:
 - a. scientific staff, Center Director or designee
 - b. scientific staff, tenured appointments Center Director, after approval of the AURA Board of Directors
 - c. all other positions Center Director, or designee, generally, Center management
5. The Center Human Resources has responsibility for the recruitment and hiring of all AURA positions below the level of Center Director. Center Human Resources, or designee, responsibilities include the following:
 - a. Oversee all contacts with external agencies to solicit applicants or other candidates for positions.
 - b. Obtain recommendations for employment for candidates.
 - c. Provide employment references for terminating or former employees. (References are limited to last position held and dates of employment). Salary information may be only be, confirmed or not confirmed, if provided by the requester. No other information may be provided unless a written authorization and release is provided by the former employee.

- d. Assist in obtaining prospects and reviewing candidate suitability for scientific staff positions.
- e. Approve and coordinate travel of applicants for recruitment.
- f. Develop and/or approve all recruitment advertising in local and national media.
- g. Ensure that all advertising includes a statement regarding AURA's equal employment opportunity policy as well as its commitment to affirmative action in employment.
- h. Determine and/or approve candidate suitability for a position, rate of pay, eligibility for relocation, acceptability of background and references, benefit eligibility, hiring offer, and any other term or condition for employment.
- i. Extend offers of employment.
- j. Coordinate all visa and immigration requirements for candidates.
- k. Ensure that new hires complete and comply with all organization, as well as Federal, State and local, documentation requirements including immigration documentation, new hire registration, Invention and Proprietary Information Agreement, etc.
- l. Ensure timely notification of other AURA Center HR in the event of inter-organizational recruitment.

Exceptions to the above may be made by the Director.

- 6. Open positions generally will be posted. Center staff members, who are qualified and express timely interest in a position to the Center Human Resources office, generally will be considered for placement in vacancies before outside recruitment is used.
- 7. All candidates will file an application for employment with the Center Human Resources Office and will be advised that their background and previous work performance will be investigated and verified.
- 8. Center Directors, and/or designee, will establish a position approval and requisition process appropriate to meet the staffing requirements of each Center.
- 9. For certain positions, as determined by the Center Director and/or designee, a hiring committee may be appointed to review, interview and recommend qualified candidates for appointment/hire. The chair of the hiring committee will insure that certain recommendations are followed. These recommendations include:
 - a. Committee membership should include individuals with different perspectives and expertise.

- b. Committee membership should include individuals with a demonstrated commitment to diversity and inclusion.
- c. The committee itself should be diverse in membership.
- d. At least one member will serve as an advocate for women and minorities.

For additional information on AURA's commitment to diversity and inclusion, see AURA policy XXI – Equal Employment Opportunity and Affirmative Action.

10. A spouse, significant other, or other relative, of a person already employed by AURA shall not be appointed to a position where his/her work would be supervised by, nor where his/her salary, advancement or working conditions would be determined by, a spouse, significant other or relative. Where the most suitable position for a spouse, significant other or other relative of an AURA employee would normally fall within the authority of that employee, the Director, or designee, will adjust the lines of authority to avoid such circumstances. Appointments of spouses, significant others or other relatives to the same AURA Center or division of an AURA Center may be made provided appropriate positions are available and salaries and other benefits accord with the responsibilities of the position and the qualifications of the applicant.
11. Minors shall be employed in accordance with Federal, state and local law.

B. REASSIGNMENT AND TRANSFER

AURA supports the re-assignment and transfer of employees between positions, departments and/or Centers, particularly in times of a reduction in force. Each Center shall determine appropriate guidelines to facilitate reassignment of staff, where required.

1. Staff members may be reassigned between departments within AURA Centers (including those providing support to outside agencies) to meet changes in funding, workloads, or requirements. Reassignments will be at the convenience of the Center, with consideration being given to the employee's wishes.
2. Supervisors having vacancies are not to recruit by direct contact personnel assigned to other programs, services or Centers. Any effort to generate or determine an employee's interest in a vacancy must be through the Human Resources Office and the employee's current supervisor.
3. AURA may consider employees impacted by a reduction in force for transfer to other positions within or across its Centers.
 - a. The process will be coordinated through Human Resources.
 - b. Impacted employees generally will be given priority in the recruitment process; however, the best qualified candidate will be selected for the position.
 - c. Compensation and benefits (including relocation) will be based on the location of the new position, AURA policy and Center practice. Eligibility for some benefit programs may be affected.

- d. Tenure generally does not transfer from one Center to another.
 - e. Generally, the impacted employee will not receive a severance payment if they are successful in obtaining an alternative position prior to their severance date.
 - f. In the event that an individual is transferred from one AURA Center to another, the individual transferring is not considered to have been terminated and rehired for the purpose of seniority or payout of leave balances.
 - g. Centers will track the original date of hire within the AURA system as well as the current dates of employment with the respective Center.
- 4. All service will count for establishing leave accrual rates and seniority for service awards.
 - 5. In the case of transfers and/or reassignments which create a vacancy, the supervisors involved, in conjunction with the Center Human Resources, will coordinate the timing of the transfer to minimize any adverse impact on either function.

Each AURA Center will adopt such procedures and processes necessary to execute this policy.

II. TENURE

A. POLICY

1. It is the policy of the Association of Universities for Research in Astronomy, Inc. (AURA) that the tenets and principles of academic freedom, as defined by the following provisions and policies, shall be followed and adhered to with respect to the scientific staff at AURA-managed Centers.
2. Granting of tenure is based on the demonstration and continued promise of excellence in research, mentoring, and service, with the emphasis on research. Achievements supporting a decision to award tenure may be drawn from the realms of scientific investigation, scientific leadership within the community, and the design and development of innovative and state-of-the-art instrumentation. Individuals will also be judged on their success in helping the Center fulfill its mission to the scientific community, i.e., carrying out required Center duties in designing, building, and maintaining Center facilities for community users, in assisting community users to achieve their research ends, and in leading community-based collaborative research.
3. Tenure at AURA Centers offers AURA scientists a large measure of independence in pursuing their own research interests consistent with the AURA mission while they provide the finest equipment, instrumentation, and service to the national astronomical community and promote active collaborative research programs within the community. Tenure security is understood to be applicable over the lifetime of the relevant management contract, and the terms and funding of the extensions of that contract that AURA negotiates with its funding agencies.
 - a. AURA tenure policy applies only to AURA-managed Centers; i.e., tenure is granted only for the particular Center at which the individual is employed, not with AURA or with its member universities.
 - b. When an AURA-managed Center is made up of clearly defined sub-units, such as individual observatories or well-defined programs, the Director can further restrict the location of tenure to the specific sub-unit in which the individual is employed. In addition, however, the transfer of a tenure appointment from one AURA-managed sub-unit to another may be carried out by the Director in consultation with the relevant Associate Directors and staff member concerned.
4. In addition to annual evaluations of research and service for the purpose of determining appropriate salary adjustments, every person with a probationary tenure track appointment of any kind will be evaluated formally no less than every two years. Scientific staff members will be

informed of all matters relative to eligibility for the acquisition of tenure. All tenured members of the scientific staff also will be formally evaluated at five-year intervals in a manner analogous to that required for promotion to tenure or full Astronomer (including external letters) so his/her scientific contributions can be properly addressed. Records of these formal evaluations will be furnished to the staff.

5. Within this framework the following general guidelines for AURA tenure policy will be in effect. Each AURA-managed Center will establish its own machinery for implementing this policy as it sees fit to enhance the effectiveness of its particular mission. However, the basic tenets of AURA's tenure policy must be preserved.

B. PROCEDURES FOR PROMOTION TO TENURE:

(See Figure 1 AURA Tenure Process)

1. Recommendations for tenure shall originate with the Center Director. Assistant and Associate Astronomers normally will be eligible for consideration for tenure after a minimum of three years of service. All members of the scientific staff on the tenure track must be reviewed for tenure no later than their seventh year of appointment. The authority to grant tenure rests with the AURA Board of Directors.
2. The Director will consult with the tenured scientific staff of the Center or the Center Scientific Personnel Committee, if such has been appointed, to decide if an individual should be considered for promotion to tenure. If the decision is to proceed with consideration for tenure, the candidate will be asked for names of scientists capable of evaluating the candidate's performance as well as names of those who might be prejudicial to the case (with an explanation). The Director will then solicit letters of evaluation from scientists at other institutions assessing the candidate's performance as a research scientist. AURA Board members, members of the Center's Management Council, and AURA employees shall not be asked to provide letters of evaluation. The candidate will also be asked to prepare and submit a concise summary of his/her research accomplishments and service contributions. This material will be treated as part of the record along with the candidate's vitae and bibliography.
3. The Center Scientific Personnel Committee and/or an ad hoc tenure committee appointed by the Director (the procedure will depend upon the policies of each Center) will consider the case and prepare a recommendation for or against tenure. This recommendation will state clearly the arguments for or against tenure based on the criteria in section E.2
4. The Director shall review the candidate's record, consider the recommendation of the Scientific Personnel Committee or the ad hoc tenure committee, and consult with the committee as needed to make a recommendation for or against tenure. The Director shall forward his or

her recommendation with all supporting documentation to the relevant Management Council.

5. If the Director's recommendation is for tenure, the Management Council shall consider the merits of the case and make a recommendation for or against tenure. The Director shall participate in the meeting and contribute to the discussion but will not be present during the final discussion and vote. If the Management Council supports the recommendation for tenure, the recommendation shall be forwarded via the President to the AURA Board of Directors with a letter from the chair of the Management Council to the chair of the AURA Board of Directors. This letter shall state those AURA policies and procedures for handling tenure cases have been followed correctly and shall be accompanied by the candidate's vitae and bibliography. The Board of Directors shall take final action on recommendations forwarded to it, acting within full authority. If the Management Council does not support the recommendation for tenure, the case will be referred directly to the President as described in section F and H below.
6. If the Director's recommendation is against tenure, the Management Council shall not reconsider the merits of the case but shall review the process for adherence to AURA policies and procedures for handling tenure cases. If the Management Council finds no problems with the process, the Director shall notify the candidate in writing of the decision not to award tenure. If the Management Council has concerns about the process, it shall inform the President who shall work with the Director and the Management Council to correct any errors and ensure a review in full compliance with AURA policies and procedures.
7. To preserve confidentiality, the letters of recommendation in general will be available only at those meetings at which the case is being discussed (but with sufficient lead-time to allow proper perusal by Committee members). Normally, the letters will be reviewed by only the Management Council but will be available to the Board of Directors upon request by the Chair at the meeting at which the recommendations are being discussed. Files will be retained only in the Director's office and in the specific tenure action file, which will be forwarded to the AURA Corporate Office after final action on the recommendation has been taken.
8. For those cases that undergo substantive review by the Management Council or the Board, the candidates will be informed of the outcome in writing by the President. Negative decisions for candidates who have not reached the end of the pre-tenure period are considered to be without prejudice; a candidate can be considered again for tenure after another year or more of service. Negative decisions for candidates who have reached the end of the pre-tenure period usually will result in terminal appointments of no more than two years' duration but the Director may decide the exact course of action in specific cases.

C. THE APPEALS PROCESS FOR DENIAL OF TENURE:

Any candidate who is denied tenure may register an appeal following the guidelines and procedures in this section. Any appeal is made directly to the AURA President. In addition, a recommendation against tenure by the Management Council following a positive recommendation by the Director is automatically referred to the President. The President shall decide whether or not to refer the case to an Appeals Committee. The President's role at this point is not to do an extensive review; it is primarily to ascertain if the appeal appears substantive, and if so, forward it to an Appeals Committee.

1. Appeals Committee

For review of any appeal of a denial of tenure, the President shall appoint an Appeals Committee. This committee shall be advisory to the President. This committee shall consist of five (5) members as follows: two members from the respective Management Council of the pertinent Center who are not AURA Board members, two members from the AURA Member Representatives who are not AURA Board members, and one member from the Board of Directors.

2. Guidelines and Procedures for Appeals

- a. When a candidate is considered for tenure and is denied such tenure, the candidate may send an appeal to the AURA President and request that it be considered by the Appeals Committee.
- b. The request shall be in writing and be made within thirty (30) days of notification of the negative decision. If the request is granted, all papers to be filed in support of the appeal must be submitted to the Appeals Committee no later than sixty (60) days after notification unless otherwise extended by the President because of circumstances reasonably beyond control of the candidate.

3. Grounds for Appeal

- a. The grounds for appeal of a decision to deny tenure shall be limited to violation of substantive or procedural due process. A decision may not be appealed on the ground that a different review committee exercising sound judgment might or would have come to a different conclusion.
- b. Violation of substantive due process means that: (a) the decision was based upon an illegal or constitutionally impermissible consideration; e.g., upon the candidate's gender, race, age, nationality, handicap, sexual orientation, or on the candidate's exercise of protected first amendment freedoms (e.g., freedom of speech); or (b) the decision was arbitrary or capricious, e.g., it was

based on erroneous information or misinterpretation of information, or the decision was clearly inconsistent with the supporting materials.

- c. Violation of procedural due process means that the decision was arrived at following a failure by those in the review process to take a procedural step or to fulfill a procedural requirement established in relevant tenure review procedures of the Center.

4. Findings and Recommendations

- a. The Appeals Committee shall examine all documents related to the appellant's tenure review and may have access to such other materials, as it deems relevant to the case. Likewise, the Appeals Committee may interview persons in the review process whom it believes have information relevant to the appeals.
- b. The Appeals Committee shall prepare a written report to the President. The report shall be based upon the weight of evidence before it. The report shall include findings with respect to the grounds alleged on appeal, and where appropriate recommendations for corrective actions. Such recommendations may include the return of the matter back to the stage of the review process at which the error was made and action to eliminate any harmful effects it may have had on the full and fair consideration of the case.
- c. The President shall consider the committees' recommendation and his/her subsequent decision shall be final. The decision and the rationale shall be transmitted to the appellant in writing.
- d. In the event that the appellant's contract of employment will have terminated before reconsideration can be completed, the appellant may request the President to extend the contract for an additional period of time beyond the date of its normal termination, with the understanding that the extension does not in itself produce a claim to tenure through length of service.

D. TENURE APPOINTMENTS COINCIDENT WITH INITIAL EMPLOYMENT

Initial appointments with tenure are made only in exceptional cases in which the candidate will bring particular talents to the Center, which will help it attain its mission more effectively. In general, the procedures to be followed are the same as those for promotion to tenure described the Section II above. When the individual is concurrently appointed to an administrative position, the following additional procedures will apply:

1. Procedures:

- a. In soliciting letters of reference for a nominee to fill an administrative position, who also will be granted a tenured scientific appointment, a Director or Search Committee will request that letters address the question of the nominee's worthiness for a tenured appointment as well as the question of administrative qualifications. These letters of reference will be part of the recommendation package prepared by the Research Committee for the Director or the Board of Directors. This recommendation will state clearly the arguments for tenure, paying particular attention to the candidate's (a) scientific achievements and stature in the astronomical community; (b) potential contributions to scientific research and to the Center; and (c) the arguments for the candidate's administrative potential.
- b. When Board of Directors concurrence is required for appointment to an administrative position within the Director's purview, concurrently with a tenured scientific appointment, the Director shall forward the recommendation of the Search Committee with all supporting documentation (including letters of recommendation in accordance with the procedures outlined above) and the Director's own recommendation, via the President to the AURA Board of Directors for consideration.
- c. When Board approval is required for appointment to a position as Center Director, concurrently with a tenured scientific appointment, the Board-constituted search Committee shall forward its recommendation with all supporting documentation (including letters of recommendation in accordance with the procedures outlined above) via the President and the Board of Directors for consideration.

E. POST TENURE REVIEW

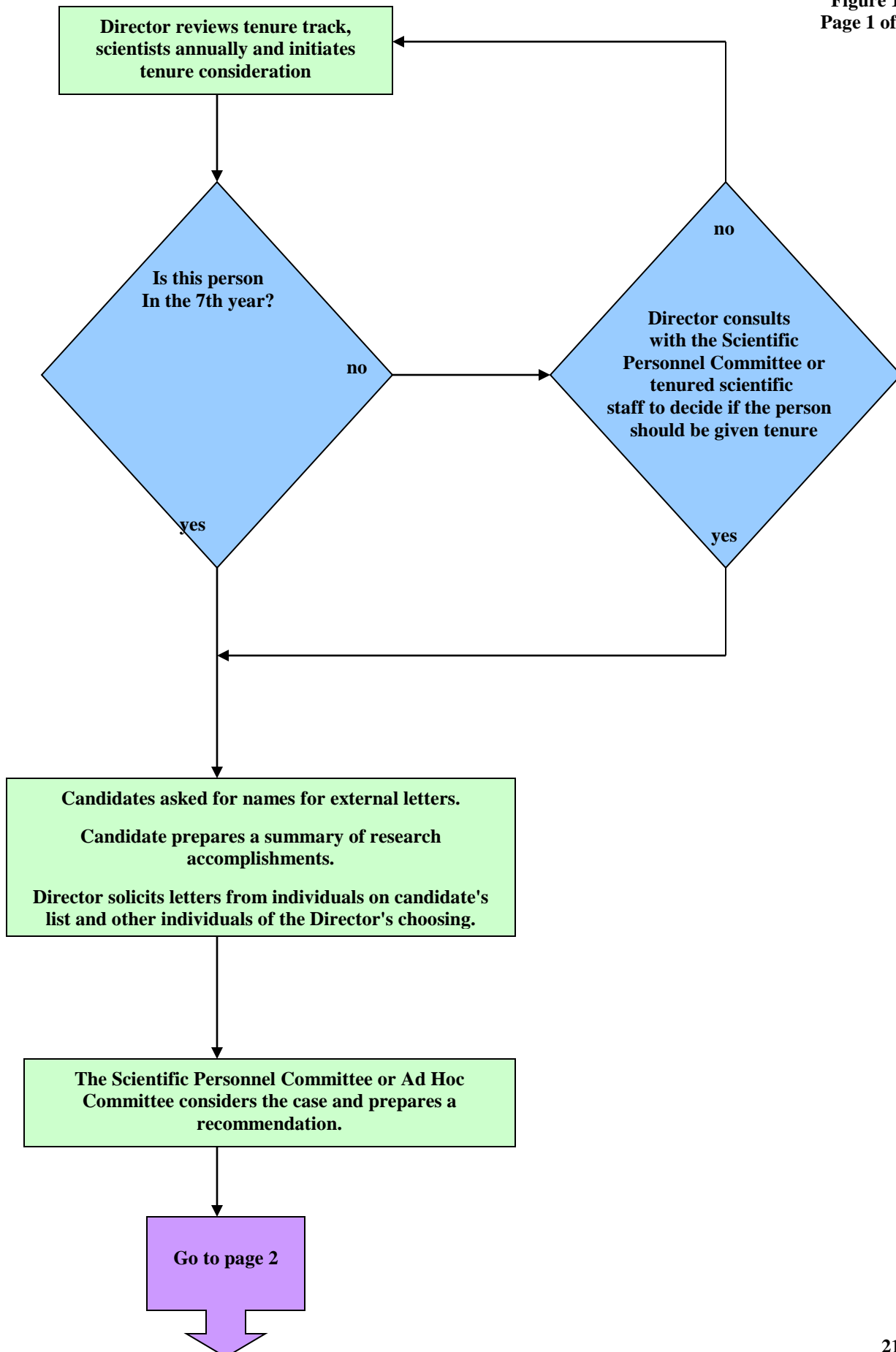
In addition, it is the policy of AURA that there shall be a Post-Tenure Review (PTR) of tenured staff not tied to annual salary adjustments, but rather for the purpose of motivating and enabling the staff to be effective in the performance of the AURA mission. Such staff will be formally evaluated at five-year intervals in a manner analogous to that required for promotion to tenure or to full Astronomer so his/her scientific contributions can be properly assessed. To carry out this objective, each Center as defined herein, shall prepare a policy for a Post-Tenure Review which will include (1) safeguards for academic freedom, (2) participation of staff peers in the review process, (3) evaluation of every tenured staff member once in five years, and (4) exempt staff from evaluation who had undergone a successful review for reappointment, tenure, or promotion within the prior five years. The performance evaluation process shall incorporate appropriate due process rights. The Center's designated Management Council shall review the

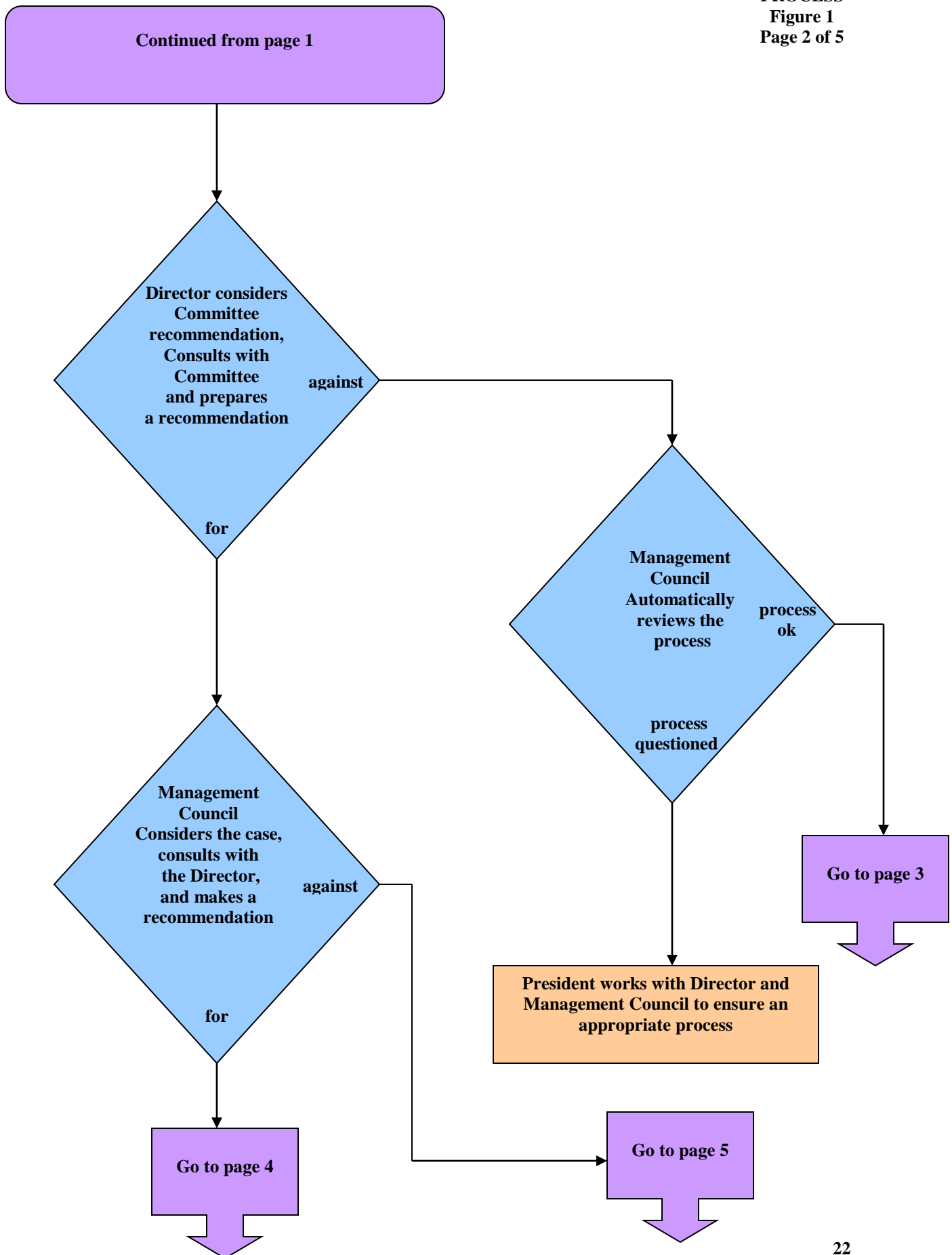
Center's proposed PTR policy and recommend its acceptance by the Board of Directors.

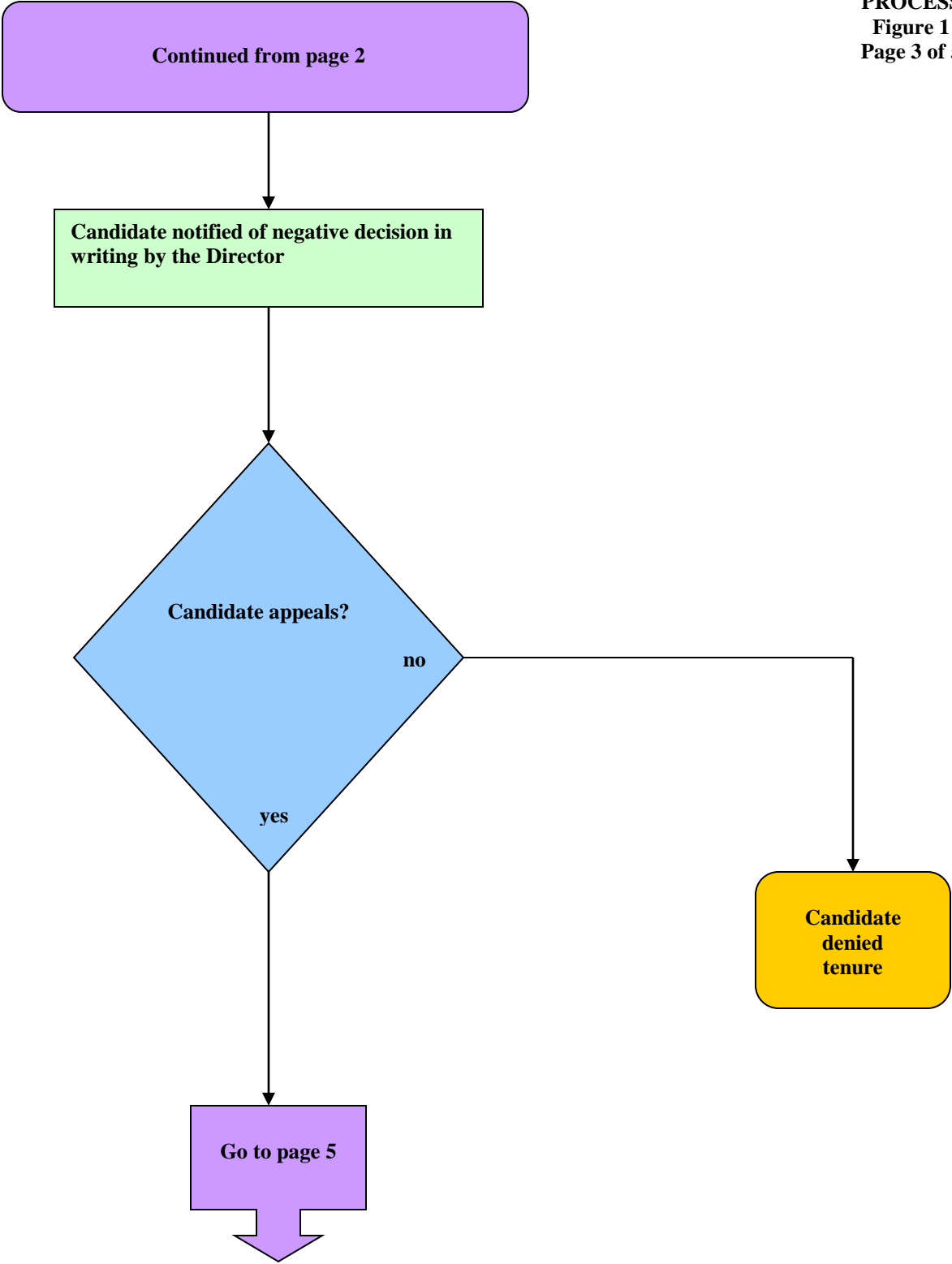
F. DELAY OF TENURE/SCIENTIST APPOINTMENT PROCEDURES

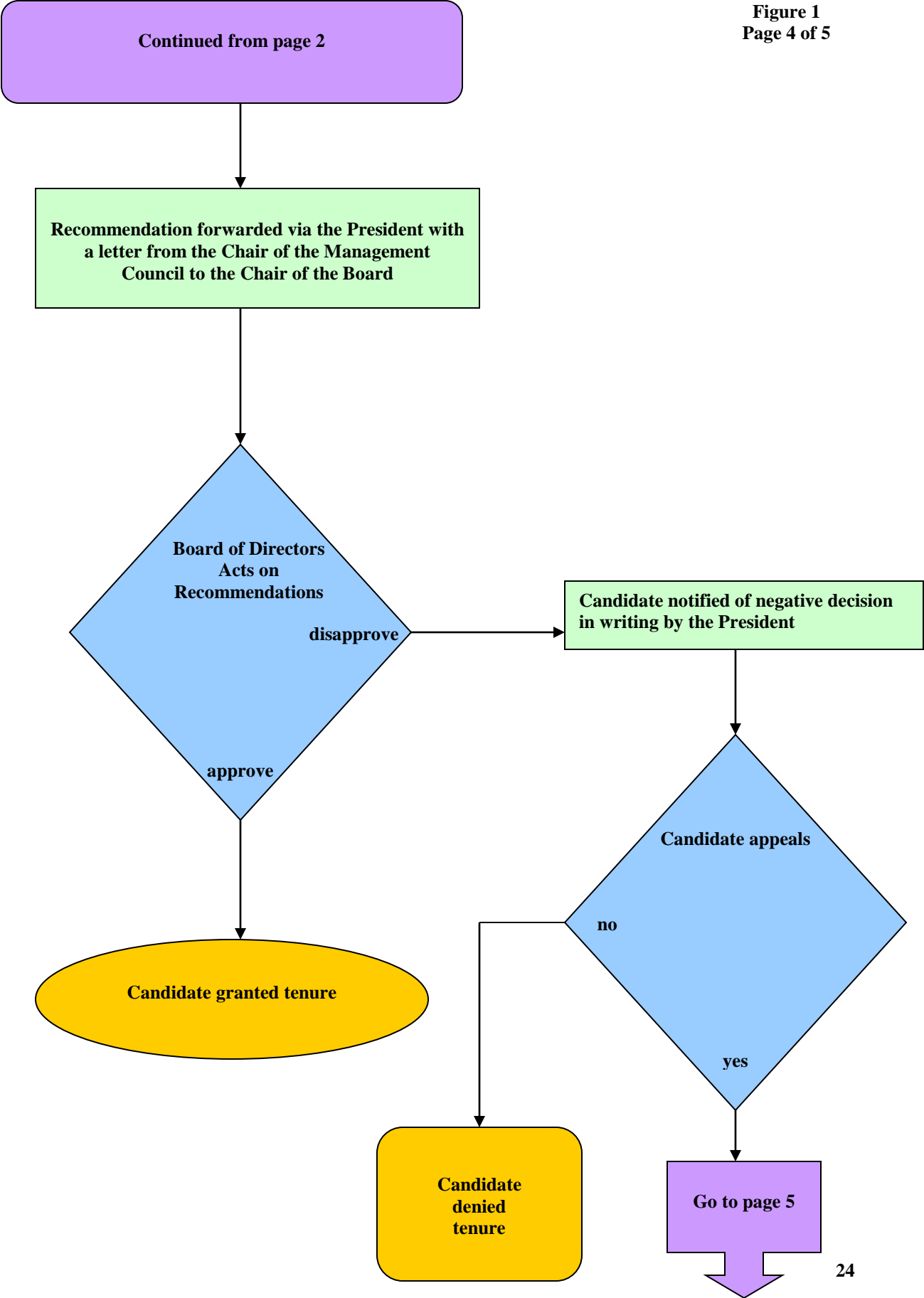
1. Scientific staff members holding a tenure-track (or science track as referenced in the policy on Employment and Appointment of Research Science Staff) appointment may request a one-year delay of the tenure clock such that each of the remaining tenure-status reviews will take place one- year later than would have occurred without such a delay. Such a delay may be granted only once during the tenure-track appointment period, if the appointee becomes a parent by the birth or adoption of a child, for serious illness requiring a prolonged absence from work, or for a life-threatening condition of spouse or child requiring frequent absences from work. These tenure delays must be approved by the Center Director or designee. For parental delay, if both parents hold tenure-track appointments, and are otherwise eligible, then both may be granted a parental delay upon request.
2. Eligibility requirements for receiving a tenure review delay include providing a written notice to the Center Director as early as possible; and, in the case of parental delay, no later than three (3) months subsequent to the birth or adoption of the new child. The written notice will describe which aspects of the appointee's performance are expected to be affected during the delay period. For a serious illness, the employee will be eligible for applicable health and disability insurance and will present the appropriate medical certification. For life-threatening illness requiring frequent absences from work, a summary of the medical treatments and plans should be provided identifying the expected duration of such treatments.

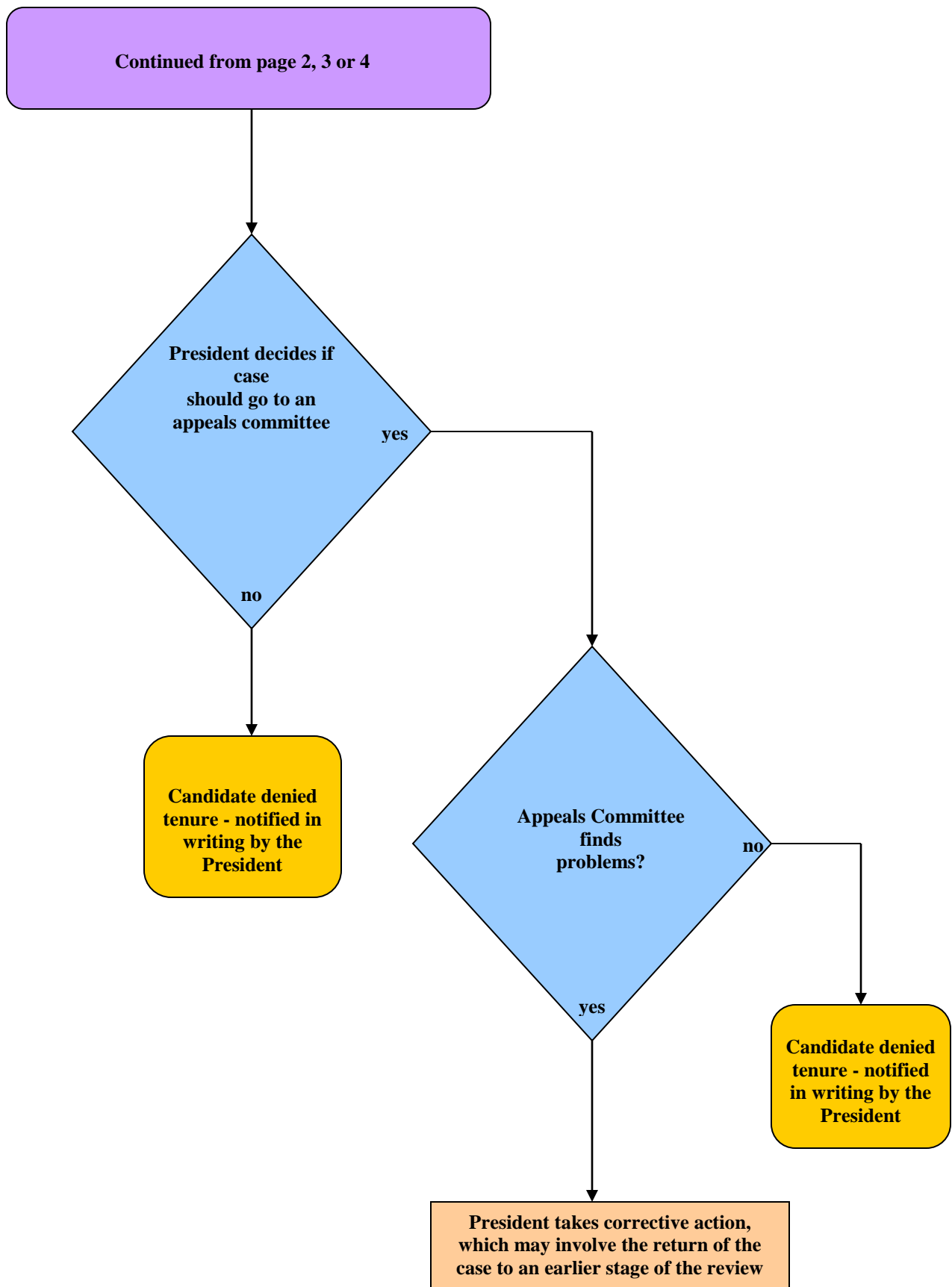
¹ The term "Center" refers to any collection of observatories or programs under AURA management, for example, STScI, Gemini and NOAO. It does NOT refer to individual sub-units such as KPNO or CTIO.











III. EMPLOYMENT AND APPOINTMENTS OF RESEARCH SCIENTIFIC STAFF

A. POLICY

AURA is an equal opportunity/affirmative action employer. AURA seeks to create and maintain a diverse workforce which includes women, under-represented minorities, qualified veterans and individuals with handicaps in all position classifications. Scientific progress requires a good working environment, involving mutual respect among all participants. Every effort will be made to ensure that all committees and other groups noted in this section reflect the diversity of the astronomical community, including seeking outside advice and members as appropriate.

All members of the scientific staff are expected to be persons of scholarly ability with significant research accomplishments, a demonstrated commitment to leadership in community research, and a strong component of service to the Center. Scientific staff members will be evaluated on the quality of their published work, the range and variety of their scientific intellectual interests, their participation and leadership in community research, their scientific reputation in the national and international astronomical community, and their support of the Center mission.

The scope of activities of AURA makes it appropriate for members of the scientific staff to engage in professional activities outside the area of research and visitor support. These may include committee work, administrative tasks, special programs, and service to professional organizations.

Except as defined herein regarding terms and conditions of employment, this policy incorporates, by reference, the provisions of the Employment and Reassignment Policy regarding recruitment, hiring, work assignment, etc.

Each AURA Center will adopt such procedures and processes necessary to execute this policy.

B. APPOINTMENT CATEGORIES

Appointment categories as described below designate ranks of scientific staff that achieve the designation by virtue of satisfying the qualifications, conditions and approval process set forth below. Individual Centers, to the extent that they do not diminish the minimum requirements for the rank, may designate position titles with corresponding grades and ranges, within the rank. Final authority for all appointments rests with the President of AURA and the Board of Directors, but for cases other than tenure this authority is delegated to the Center Director (who may further delegate it to Associate Directors of sub-units)¹.

With the exception of special appointments clearly limited to a brief association with the Center and re-appointments of retired scientific staff members on special conditions, all full-time permanent scientific appointments are of three kinds:

- probationary tenure track appointments
- appointments with tenure
- term or no-term, with no tenure

Appointments as Research Associate or Post Doctorate Fellow are considered of finite term and temporary in nature.

The terms and conditions of every appointment to a Center scientific staff (to include reference to benefit entitlement) will be stated or confirmed in writing, a copy of the appointment document will be supplied to the scientific staff member, and a copy will be retained in the Center's Human Resources Office. Any subsequent extensions or modifications of an appointment, any special understandings, or any notices incumbent upon either party to provide, will be stated or confirmed in writing, a copy will be given to the scientific staff member, and a copy will be retained in the Center's Human Resources Office.

1. Probationary tenure track appointments

a. General Regulations:

- i) Probationary appointments may be for one, two or three years, subject to renewal. The total period of continuous, full-time service without tenure will not exceed eight years' total service in the tenure-track ranks of Assistant Astronomer, Associate Astronomer and Astronomer at whichever AURA-managed center tenure is sought. Under exceptional circumstance, this period may be extended by the Board of Directors on recommendation of the AURA committee, which is responsible for recommending tenure.
- ii) The scientific staff member will be advised by the Director at the meeting of his/her initial appointment of the standards and procedures employed in decisions affecting renewal and tenure. Any special standards adopted by the Center or its sub-units also will be brought to his/her attention. The scientific staff member will be advised of the time when decisions affecting renewal or tenure are ordinarily made, and will be encouraged to submit material which he/she believes will be helpful to an adequate consideration of the case.
- iii) Regardless of the stated term or other provisions of any appointments, written notice that a probationary appointment is not to be renewed will be given to the scientific staff member in advance of the expiration of his/her appointment, as follows:
 - if a one-year appointment, at least three months in advance of its termination;

- if a two-year appointment, at least six months in advance of its termination;
 - if more than a two-year appointment, at least twelve months before the expiration of the appointment.
- iv) Notification of non-renewal and reasons for non-renewal of an appointment will be given in writing to the staff member.
- v) If the scientific staff member alleges the recommendation against renewal by the appropriate scientific staff body was based on inadequate consideration, a review committee appointed by the Director to hear and investigate the scientific staff member's allegation will determine whether the decision was the result of adequate consideration in terms of the relevant standards of the Center. The review committee will not substitute its judgment on the merits for that of the scientific staff body. If the review committee believes adequate consideration was not given to the scientific staff member's qualifications, it will request reconsideration by the scientific staff body, indicating the respects in which it believes the consideration may have been inadequate. It will provide copies of its findings to the scientific staff member, the scientific staff body, and the Director or other appropriate administrative officer.

2. Appointment with Tenure:

- a. Appointments with tenure shall be made in the ranks of Associate Astronomer (or Physicist, hereafter understood), Full Astronomer, or Senior Astronomer (or other title reflecting a similar designation of advanced and distinguished level of scientific contribution). These appointments may be made following a probationary period as defined above under (1)(A)(1) at the rank of Assistant or Associate Astronomer. Initial appointments as Astronomer or Senior Astronomer normally carry tenure, except for appointments discussed in paragraph (3)(A)(1).
- b. Tenure appointments are specific to the AURA-managed Center at which employment is granted (i.e., the organizational entity not necessarily the physical location), but not with AURA or any of its member universities.
- c. When an AURA-managed Center is made up of clearly defined sub-units, such as individual observatories or well-defined programs, the Director can further restrict the location of tenure to the specific sub-unit in which the individual is employed. In addition, however, the transfer of a tenure appointment from one AURA-managed sub-unit to another may be carried out by the Director in consultation with the relevant Associate Directors and staff member concerned.

3. Appointment without Tenure:
 - a. Term Appointments (tenure track):
 - i) Full Astronomer appointments without tenure may be made for periods of up to two years and are renewable for a second two-year term in exceptional cases upon Board approval.
 - ii) Assistant and Associate Astronomers:
 - 1) Initial appointments of Assistant and Associate Astronomers may be made for terms of one, two, or three years.
 - 2) Appointments of Astronomers and Visiting Scientists at this rank may be made for a period of up to two years by Center Directors without specific Board approval.
 - 3) Normally, an individual shall serve for no more than a total of eight years on term appointments with Assistant and/or Associate Astronomer titles. All members of the scientific staff on the tenure track must be reviewed for tenure no later than their seventh year of appointment in accordance with AURA policy.
 - 4) Assistant or Associate Astronomers with three-year appointments will receive written notice of reappointment or non-reappointment at least 12 months before the end of the term. If such notice is not given, a one- year extension shall be automatic. Re-appointments at these levels for terms of less than three years normally are to be considered terminal appointments; however, such appointments do not preclude the requirement for notice of non-renewal.
 - 5) Assistant and Associate Astronomers normally will be eligible for consideration for tenure after a minimum of three years of service. Exceptional cases may be considered earlier. Such consideration will be carried out pursuant to the procedures and policies herein.

b. Term Appointments (Scientist Track)

i) Senior Scientist:

Appointments to the rank of Senior Scientist may be made by the Center Director for scientists uniquely qualified by contributions of equivalent intellectual stature to those expected for tenure, differing in that the focus of these contributions is in outstanding technical support of the Center's program and not in outstanding independent scientific research. Appointments to this rank shall be for no set term. Appointments and terminations to this rank will be made with the approval of the Center's Oversight Committee (e.g., STIC, OC). These scientists neither compete nor qualify for tenure.

ii) Observatory Scientist:

Appointments to the rank of Observatory Scientists may be made by the Center Director for scientists who have made substantial, widely recognized scientific contributions to the Center and/or its missions comparable to those expected for tenured staff, but differing in that the focus of these contributions is in outstanding scientific and technical support of the Center's program and not in outstanding independent scientific research. Appointments to this rank shall be for no set term. Appointments to this rank will be made with the acknowledgement of the Center's Oversight Committee (e.g., STIC, OC). Notice of pending dismissal, at the Director's discretion, will be given one (1) year in advance of termination. These scientists neither compete nor qualify for tenure.

iii) Scientist:

Appointments to the rank of Scientist may be made by the Center Director for scientists uniquely qualified to develop instruments and software, and to interface between the user community and the engineering and Center support staff or to develop programs and provide expert support for education and public outreach activity. Appointment to this rank will be for a term of three (3) years, renewable at the discretion of the Center Director. Notice of pending dismissal at the Director's discretion will be given one (1) year in advance of termination. These scientists neither compete nor qualify for tenure.

iv) Assistant Scientist and Associate Scientist.

Appointments of Assistant Scientist and Associate Scientist are normally made for terms of one, two, or three years and may be renewed. Initial appointments and renewals are at the discretion of the Center Director. Decisions to renew beyond a fourth term or a total of ten years combined within these two ranks (whichever is less) must be approved by the Board of Directors. These scientists neither compete nor qualify for tenure.

v) Research Associates and Post Doctorate Fellows (non-tenure track):

Appointments of Research Associates and Post Doctorate Fellows are normally terms of one, two or three years, and may be renewed annually, in exceptional cases, to a maximum of five years of service in this rank.

At the option of the Center Director, terms of appointment may have an anniversary date on the actual date of initial appointment or on September 1 regardless of the date of initial appointment. If the Center Director chooses to use September 1 as the anniversary date, staff appointed between September 1 and March 1 of a given academic year will have initial appointments of one, two or three years minus the number of days beyond September 1 that they were hired; staff appointed between March 1 and September 1 of a given academic year will have initial appointments of one, two, or three years plus the number of days prior to September 1 that they were hired.

c. No-Term Appointments:

EFFECTIVE OCTOBER 6, 1992, THIS SECTION IS RESCINDED AS TO NEW NO-TERM APPOINTMENTS. THIS SECTION REMAINS IN EFFECT FOR EXISTING NO-TERM APPOINTEES PRIOR TO THIS DATE.

No-term scientific appointments may be made by the Director to scientists uniquely qualified to provide assistance to visitors and other members of the scientific staff and to interface between visiting scientists and the complexities of current astronomical instrumentation. These scientists neither compete nor qualify for tenure. Their appointments and termination are at the discretion of the Director, or the Associate Director if the Director has delegated such authority, but notice of pending dismissal should be given as stated in Section (1)(a)(iii).

4. Distinguished Research Scholar:

The AURA-managed Centers were created, in part, to provide research opportunities to a wide sector of the astronomical community and to play a leadership role in the advancement of astronomy. Outstanding scientists are required in the planning and development of the kinds of facilities the Centers must have in order to achieve their missions. It is therefore vital to the Centers to have the services of individuals widely recognized for their scientific achievements. Experience has shown that users of the Centers profit from contacts with prominent scientists at the Center and that this goes hand in hand with the formulation of meritorious research efforts.

In keeping with these goals, the AURA Board of Directors has approved the creation of the position of Distinguished Research Scholar on the staff of any Center. The rank is equivalent to that of Distinguished University Professor at many universities. The rank and position has been created so that when a senior person of outstanding scientific ability is available, a very special appointment can be made, usually for a limited period of time, generally five (5) years. Selection and/or appointment to the position of Distinguished Research Scholar is by the full AURA Board of Directors.

5. Non-Resident Scientific Staff:

Such appointments are made to scientists from other institutions for specified periods. They are appointed to interact with the resident scientific staff and visiting scientists' in particular areas of expertise.

They may be paid directly by the Center as members of the temporary staff, as consultants, or indirectly through Center reimbursement to their home institution. These and other details concerning benefits and relocation expenses will be covered in the instrument of appointment.

6. Guest Investigators, General Observers, and Archival Researchers:

These are professional scientists or graduate students who use AURA-managed Center telescopes and/or other facilities to pursue their research objectives. Generally, such investigators have qualified to use such facilities by following procedures set forth in the Center's Facilities Manual or appropriate Announcement of Opportunity.

7. Emeritus Status Appointment

The Center Director may appoint retired scientific staff to emeritus status with the title of Emeritus Astronomer. An application for emeritus status shall be reviewed by the tenured scientific staff of the Center or, in the case of NOAO, by the tenured scientific staff of the division within which the appointment was held prior to retirement. The individual's anticipated future contribution to astronomy will be considered. The recommendation of the tenured staff and, in the case of NOAO, of the divisional director,

shall be forwarded to the Center Director, who will determine whether or not emeritus status is to be granted. Non-appointment may be appealed by following the process described in paragraph (1)(A)(5).

The appointment to emeritus status shall be permanent.

At NOAO, emeritus status is held in one of the scientific divisions, and emeritus staff will have the opportunity of transferring status and privileges to a different NOAO site with the approval of the NOAO Director and consent of the division directors at both sites.

a. Privileges

- i. The review process described above will also be used for granting emeritus privileges. Such privileges shall be for an initial period of three years, and are renewable by the Center Director annually thereafter. Suspension of privileges requires AURA approval. Privileges will be contingent on Center priorities, availability of funds to support the scientist and satisfaction of contractual requirements.
- ii. The privileges associated with emeritus status will be extended to emeritus staff on the same basis as salaried staff. These privileges are as follows:
 - the opportunity to apply for observing time, with observing expenses paid by the division within which emeritus status is held.
 - the ability to apply for grants or contracts from other than the primary funding agency. Any such grant or contract to the emeritus astronomer must recover overhead expenses for the Center, if appropriate.
 - the opportunities to apply for reimbursement of travel expenses. Reimbursements, however, shall be made from the emeritus staff member's grant or contract, if possible.
 - the payment by the Center of page charges and, as customary and appropriate, reprints.
 - access to libraries, computers, measuring equipment, photographic services, and secretarial help.
 - retention of building keys, parking permits, and university staff privileges.
 - office space as may be allocated by the Center Director.

b. Reporting

The Center Director shall report the privilege status and research activity of each Emeritus Astronomer annually to the Board of Directors.

C. Delay of Tenure/Science Clock Procedures

The provisions contained in Section VI, of the AURA Tenure Policy with respect to delay of clock procedures, are incorporated by reference herein, in total, and apply to term scientific appointments in the Associate and Assistant Scientist designations as well as tenure-track astronomer appointments.

IV. COMPENSATION

POLICY

AURA is an Affirmative Action/Equal Opportunity employer. As such, it is the policy of AURA that employees receive equivalent pay for work of equivalent knowledge, skill, ability, seniority, internal equity, performance responsibility and/or working conditions. Compensation management is delegated to the AURA site Human Resources Office to ensure fairness, equity and regulatory compliance and the AURA Center/Site Director or designee. It is AURA policy that total compensation, including awards and bonuses, is competitive and equitable. Subject to any limitations set forth in AURA's contractual obligations, it is the policy of AURA that, in determining position titles and compensation schedules, AURA shall endeavor to:

- Maintain pay levels that are competitive in relevant job markets;
- Attract, motivate, develop, and retain the highly competent employees necessary to achieve AURA's goals;
- Ensure compliance with laws and regulations; and,
- Provide opportunities for performing overtime work, earning bonuses or otherwise earning increased compensation without regard to race, color, national origin, religion, age, sex, disability, pregnancy, sexual orientation, gender identity/gender identity expression, veteran status or other protected classifications.

It is the policy of AURA to review the competitiveness of its pay practices on an annual basis. AURA Human Resources is responsible for ensuring that all jobs in AURA are defined and documented by a Position Description. The description will include a current representation of essential responsibilities, duties, and requirements for the position. Each AURA Center/Site will adopt such procedures and processes necessary to execute this policy.

Position Descriptions

Each job is described with a summary of the essential functions and requirements of the job.

Job information is obtained directly from the manager and/or the incumbent in the position. Whenever a new job is established or an existing job changes significantly, the supervisor of the area concerned is responsible for notifying AURA Center/Site Human Resources and assisting in developing a new or revised functional description.

Job Pricing

Human Resources works with supervisors to evaluate jobs in each supervisor's activity area. Survey data is analyzed to determine the external value of jobs or their "market price." Jobs with similar market values are generally placed within the same range of pay.

All jobs are assigned to a grade and pay range which has a midpoint closest to the prevailing rate being paid for that job, or the most similar job, in the market.

Compensation equity is a requirement of AURA's affirmative action compliance. To ensure equity, position evaluations, placements and salaries are established and approved by AURA Center/Site Human Resources, in consultation with appropriate management, to ensure equitable and fair pay for equivalent work and compliance with affirmative action guidelines. Exceptions must be approved by the AURA Center/Site Director and must be fully documented.

Compensation Range Structure

AURA, in establishing salary ranges, measures actual pay rates against relevant positions in the market. In order to make this comparison, AURA utilizes a number of salary surveys for each staff category. Under this method, the labor market rate for a given job is most often the prevailing factor considered in determining the salary range for a job. To maintain internal equity, a comparison of the salary range of internal positions with similar responsibilities may also be used. Surveys are selected based on the appropriateness of the participating organizations and the positions included in the review.

AURA salary ranges state the minimum and maximum salaries that can be paid for the positions within each grade.

- Salary ranges for the Center Directors are recommended by the President, and approved by the AURA Board.
- Ranges for scientific positions are established by the AURA Corporate Office in conjunction with AURA Human Resources and are based on annual surveys of AURA member universities, and other appropriate market data. Statistical data and recommendations for salary grades/ranges relating to the science staff shall be consistently applied and agreed upon by all of AURA.
- Ranges for non-scientific positions are established by AURA Center/Site management in conjunction with Human Resources and are based on annual review and analysis conducted by Human Resources and are reviewed and approved by the appropriate AURA Center/Site Director, or designee. Salary ranges for non-scientific positions are generally set for the local/regional market and may vary by location.
- Ranges may be subject to approval by the Contracting Agency.
- Salaries above the maximum of a salary range, either at hire or at any other time of employment, require the review and approval of the AURA Center/Site Director, or designee, and may be subject to review and approval by the AURA President
- When salary ranges are adjusted upward, there are no general or “across the board” increases.

ANNUAL COMPENSATION REVIEW

The AURA Center/Site Directors shall report their annual compensation plans to the respective Management Councils. The report is timed to coincide with the annual merit increase process set for each Center/Site under their respective contract. The Management Councils shall review the compensation plans and upon appropriate action, then inform the Board of Directors of the Council's approval. This report will generally include:

- Overall percent difference of pay structure from market
- Recommended merit adjustment to maintain competitive posture
- Promotion and special adjustment pools
- Total salary increase fund recommendation

SALARY ADJUSTMENTS

Salary adjustments for AURA employees are based on the following criteria:

- a. Individual contribution
- b. Performance level
- c. Internal equity
- d. Relationship to market
- e. Penetration in salary range
- f. Retention management

AURA Center/Site Directors' compensation shall be recommended to the Board of Directors by the AURA President for approval. Such recommendations shall be consistent with the compensation offered by comparable organizations for equivalent positions.

Upon termination of the position of Center/Site Director, other than for cause, and provided the individual is a member of the AURA Center/Site research staff, the compensation paid to a former Director who continues employment with AURA shall be at least equivalent to the average of the salaries paid to the five highest compensated tenured research scientists of the AURA site, except the Center/Site Director.

Contract specifications regarding key personnel salaries, such as Center/Site Directors, may require government approval. Salary increases for senior managers reporting to the Center/Site Director will follow a process designed to inform governance at each level, Management Council and Board of Directors, of the performance of key managers with significant responsibilities within the Centers. Final approval rests with the Board of Directors. The following procedure will be followed:

- Center/Site Directors will recommend to the Management Council Chairs the actual positions requiring final Board approval. These positions will include deputy director (grade 65 positions) and in addition, other equivalent top management positions. These will include site directors and other senior managers that have significant supervisory responsibility.
- The Center/Site Director, having reached agreement with the Council Chair, will inform the President of the list of names and titles that will comprise the senior management of the Center/Site.
- The AURA President will inform the Chair of the Board of Directors of the recommended list of staff and positions making up the senior management of each Center. The President and Chair will ensure Center -to-Center consistency taking into account any Center specific management structures or unique needs.
- Management Councils will review and discuss the Center/Site Director's performance evaluation and recommended pay increases for senior management and forward to the Board a final set of recommended pay actions.
- The Center/Site Director will prepare a table summarizing all recommended pay increases together with an executive summary of each performance evaluation.
- The recommendations submitted to the Board will contain the summary information prepared by the Center/Site Director together with an explanation of any changes the Council recommends from what was recommended by the Center/Site Director. For Center/Site

Deputy Directors, the Board will be provided the complete performance evaluation by the Center/Site Director.

- The Board can request to review, on an individual basis, the full performance evaluation for any case.
- The Board of Directors shall approve salaries of the President and Vice President(s) of the corporation regardless of the amount. The authority for all other AURA Corporate Office salary approvals shall rest with the President in accordance with his/her issued procedures. The AURA President is also authorized to accept salary recommendations as applied to AURA personnel who are designated to work at other organizations in accordance with specific Consortium Agreements.

Temporary Responsibility Premium

The AURA President, Center/Site Director, or designee, may grant a temporary responsibility premium in addition to the base pay level to any employee who has been given a temporary management assignment that includes a significant increase in responsibility for a duration of generally one (1) year or less. The amount of the premium shall be determined by the AURA President, Center/Site Director, or designee, in conjunction with site Human Resources and shall be consistent with the pay ranges established for comparable permanent positions. Upon reversion to their former assignment, or to another assignment with a reduced level of responsibility, the AURA President, Center/Site Director, or designee, in conjunction with Human Resources, will review the change of scope and adjust or remove the premium as appropriate.

Award – Bonus Policy

AURA Center/Site Directors may authorize one-time financial awards either as an alternative to, and/or in addition to, an annual merit increase in base salary or to recognize instances of extraordinary work performed by employees.

1) Lump Sum Performance Awards

a) A lump-sum amount may be paid to an employee or group of employees in lieu of, or in addition to, an annual merit increase. The amount allocated for lump-sum payments shall be included as part of the annual AURA -approved “merit increase” plan. The total payments of merit increase amounts and these performance awards shall not exceed the total amount of payroll dollars available within the approved annual merit increase plan amounts. The Center/Site Director, or designee, shall develop criteria for the allocation of Performance Awards as compared to the individual employee’s performance. Performance Awards will normally be paid at the time merit increases become effective, but at the AURA Center/Site Director’s discretion, may be paid at other times.

2) Meritorious Performance Awards

a) A lump-sum payment may be paid to an employee or group of employees in recognition of exceptional performance. Examples of such performance may include:

- i) Single-instance services that are of outstanding quality or of unusual importance to the Center’s program;
- ii) Outstanding effort above and beyond the prescribed duties and workload of the individual’s job; and,
- iii) Identification of methods to increase safety aspects or to save significant time or money.

- b) The total amount of such awards, annually, shall not exceed three-quarters of one percent of the AURA Center/Site's total annual payroll dollars. Nominations for such awards shall be made to the AURA Center/Site Director in accordance with a procedure prepared and implemented by the AURA Center/Site.

Job Transfers

A job transfer is defined as the temporary or permanent movement of an employee from one job to another job that is in the same grade range. A job transfer may be between jobs within one area or between areas. Job transfers generally do not warrant a salary increase.

Promotions

A promotion is defined as the movement of an employee from one job to another job or one rank to another rank, which is generally one or more grades higher and which materially increase the complexity of an employee's duties and requires significantly greater responsibility. Promotions will be made on the basis of individual merit.

At the time the employee is promoted, an appropriate promotional increase may be granted. Where the maximum promotional increase would leave the employee's salary below the minimum of the range for the job to which the employee was promoted, salary should be increased to that minimum.

The amount of the promotional increase will be established by Center/Site Human Resources and will take into consideration such factors as place in range in current position as well as anticipated place in range in new position. Should an employee's salary before increase already be substantially "in range" for the new position, the overall amount of increase may be adjusted and/or capped to preserve equity with others already in the new range.

Demotions

A demotion is defined as the movement of an employee from one job to another which is in a lower salary grade. AURA policy is flexible in the case of demotions. Depending upon the circumstances of each individual case, a demoted employee's salary may be left unchanged or reduced to an appropriate point within the salary range for the new position. This decision will be made by site Human Resources in consultation with appropriate management.

Pay Transparency

Pursuant to Executive Order 13665, The Pay Transparency Act, AURA will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by AURA, or (c) consistent with AURA's legal duty to furnish information. 41 CFR 60-1.35(c)

Policy Title and Number: IV. COMPENSATION

Name of Policy Owner: Human Resources

Policy History: Last version December 2012

Policy Approved By: AURA Regulatory Compliance Policy Committee

Date Policy Approved: May 18, 2018

Effective Date of Policy: May 18, 2018

Description of Revisions: This policy is currently being updated to address the changing nature of AURA's organizational configuration and leadership. Most changes are for clarity.

Version # of Policy: 2.0

Next Scheduled Review Date: Two years from approval date or earlier, if there are changes in the law or policy requirements

V. TERMINATION OF EMPLOYMENT

POLICY

I. Voluntary Resignations

Voluntary resignations include instances where an employee voluntarily elects to leave the organization, including retirement. Resignations shall be submitted in writing through supervisory channels to the Human Resources Office. A minimum of two weeks' notice is normally required of employees who terminate voluntarily. Employees are encouraged to provide as much additional notice as possible. When notice is given and the employee leaves voluntarily before the termination date, pay will cover only time worked.

An election by an employee to retire is considered a voluntary resignation. AURA Centers may establish specific service requirements for retirement eligibility. These service requirements determine eligibility for any Center benefits associated with retirement such as the use of vacation or availability of medical benefits.

II. Dismissal

- b. AURA, and/or its Centers, may, from time to time, be required to dismiss an employee.
- c. If authorized by the Center Director, or designee, in certain circumstances, staff members so discharged may be given notice or pay in lieu of notice. However, if the dismissal is for cause, notice or pay in lieu of notice will not generally be awarded.
- d. When necessary to institute a dismissal or involuntary termination, the following procedure will be pursued:
 - 1. All terminations must be reviewed and approved by HR prior to notification to the employee.
 - 2. HR will ensure that dismissal is in accordance with the policy and practices of AURA.
 - 3. The notification should be done by the supervisor or other designated manager in conjunction with a Human Resources Representative.
 - 4. The supervisor, in consultation with HR, will coordinate the termination interview with the affected staff. No notification should take place without both present. Human Resources may appoint a designee when a Human Resources representative cannot be physically present.
 - 5. An employee who is dismissed may appeal the decision as outlined in the AURA Grievance Policy.

III. Reduction in Force

A reduction in force may occur when there are changes in program or funding levels, when a project or program is completed or terminated or when needs dictate changes regarding

the performance of certain functions. Positions selected for elimination, either due to change in funding or function, will be identified based on program needs.

Employees identified in the position elimination by the Reduction in Force will be considered for transfer to approved vacancies, if qualified. The final decision as to suitable qualification and job fit will be made by the manager responsible for filling the vacancy.

Employees terminated because of reduction in force and rehired within one year will not lose seniority with regard to vacation and sick leave accrual rates. Seniority does not accrue while on terminated status. In a situation such as described in this paragraph, should an individual be terminated because of reduction in force subsequent to the rehire, no period of service (e.g. service prior to rehire) shall be used twice in computing the notice period or amount of severance pay in lieu of notice.

Under the general guidelines established in the AURA Separation Plan Document, the Centers may define an appropriate voluntary or involuntary reduction-in-force/separation program, where required. The provisions of the program will be at the discretion of the Center Director, or designee. From time to time provisions of the AURA Separation Plan may be amended as established for individual separation programs.

IV. Separation Pay

In the case of separation where an eligible employee has been terminated without cause, including but not limited to reduction in force (voluntary or involuntary), position restructure, and position elimination, the Center's may offer notice or separation pay in lieu of notice to the impacted staff member(s). The following schedule for notice or separation pay in lieu of notice may generally be applied. Other schedules may be identified from time to time for specific separations at the discretion of the Center Director, or designee.

- a. Generally, no more than six months' notice or separation pay in lieu of notice will be given.
- b. Only continuous, active, service is counted in computing the separation pay. However, if the last termination was to enter the U.S. Armed Forces, the immediate previous period of active paid employment of the full-time staff will be credited.
 - 1) Exempt Staff
4 weeks, plus 1/2 week for each quarter-year of active, full-time, continuous service.
 - 2) Non-exempt Staff
2 weeks, plus 1/4 week for each quarter-year of active full-time, continuous service.
 - 3) Part-time Staff
Part-time staff qualify for proportionate separation pay or notice.

- 4) Temporary Staff
Temporary staff are not entitled to notice or separation pay in lieu of notice.
- 5) Separation pay will not be paid to employees that accept other employment prior to their separation date or to employees that voluntarily separate employment prior to their separation date.
- 6) Employees will be required to sign and fully execute a separation agreement prior to receiving any separation pay.

III. Exit Procedures

- a. Terminated employees will be paid accrued and unused vacation up to a maximum of 384 hours (no contribution to the MPPP will be made on a final lump sum vacation payout at the time of termination).
- b. Generally, vacation is not granted in conjunction with termination.
- c. If the voluntary termination is for retirement, the employee may elect to use all accrued, unused vacation (not to exceed 384 hours). The employee's actual retirement date will be extended until such time as the vacation is exhausted. No holiday, sick leave or discretionary holidays may be used during this period.
- d. Exceptions will be at the discretion of the Center Director, or a designee.
- e. Accrued, unused sick time is not paid out upon termination.
- f. Generally, benefit coverages cease as of the termination date or as outlined defined in the specific benefit plan documents. Eligible employees may arrange for conversion or extension of these plans through the Human Resources Office.
- g. When an employee terminates, Human Resources is responsible for the completion of applicable termination documents and checklists.
- h. Final settlement for pay and vacation will not be made until all Center equipment is returned and all termination documentation is completed.
- i. The Human Resources Office will ensure that all appropriate paperwork, final paycheck and continuation of benefits are handled in accordance with state and federal laws.

Each AURA Center will adopt such procedures and processes necessary to execute this policy

I. TERMINATION OF EMPLOYMENT - RESEARCH SCIENCE STAFF

A. POLICY

Termination of employment for research science staff includes both voluntary and involuntary terminations. Unless otherwise specified, each AURA Center will adopt such procedures and processes necessary to execute this policy. Appropriate provisions of the general Termination of Employment policy with respect to exit procedures are incorporated by reference in this policy.

Policies and procedures for the termination of scientific staff are generally guided by the 1940 Statement of Principles on Academic Freedom and Tenure of the American Association of University Professors (AAUP) and the Association of American Colleges (AAC) and on Interpretive Comments approved by the AAUP in April, 1970.

I. Voluntary Termination

- A. Resignation - A scientific staff member may voluntarily terminate his/her appointment. It is generally expected that the scientific staff member will provide a minimum of a three (3) month notice. The scientific staff member may properly request a waiver of this notification in case of hardship or in a situation when he/she would otherwise be denied substantial professional advancement or other opportunity. Approval of the waiver is at the discretion of the Center Director.
- B. Retirement - An election by an employee to retire is considered a voluntary resignation.
- C. Project Relocation – If the work/project/mission to which a research staff member is assigned is moved to another location, or the work is required to be performed at another location, and the staff member refuses to work at this new location, the research staff member shall be considered to have resigned their position with AURA.
- D. Phased Retirement - AURA may allow research science staff members to begin a phased retirement process at any time after age 60, subject to Center needs. Phased retirement could have a staff member reduce his/her employment incrementally, over time, until she/he retires fully. This phased retirement period should generally be no more than three (3) years. Specific arrangements tailored to the needs of the Center as well as the individual's needs may be worked out in consultation with the Center Director or designee.

II. Involuntary Termination

A. **Non-Tenured Scientists on Term or No-Term Appointments**

- 1) Term appointments shall terminate at the end of the specified term unless notice of intent to renew or renewal is provided by the Center Director, or designee. Communication on intent to renew and/or renewal will normally be provided approximately one year prior to the end of the term.
- 2) Term Appointments may be terminated prior to the end of term, or at any time for no term appointments by the Center Director for reasons including, but not limited to, reduction in force; dismissal for cause including poor performance (also see AURA Policy B-XXII – *Performance Counseling and Discipline*), violation of law, willful misconduct, moral turpitude and the like; and/or the individual's prolonged (generally, at least six (6) months) inability to perform, with or without reasonable accommodation, the essential duties required for the position for medical reasons.
- 3) Severance pay or notice of termination in lieu of severance pay shall not be provided in cases where term appointments continue to the end of the specified term.
- 4) In cases where employment is ended prior to the end of the term, or at any time for no term appointments, **and other than for cause**, severance pay or notice of termination in lieu of severance pay, will vary with the nature of the termination and normally will not exceed:
 - (a) three months during the first year of employment,
 - (b) six months during the second year of employment, and
 - (c) twelve months during the third and succeeding years.
- 5) In cases of dismissal for cause, neither notice nor severance will be provided.
- 6) Exceptions to paragraphs (2), (3) and (4) above will be at the discretion of the Center Director.

B. **Tenure-Track Scientists on Term or No Term Appointments**

- 1) Term appointments will not terminate at the end of the specified appointment period or term unless intent not to renew is provided by the Center Director, or designee. Written communication of intent not to renew will be given to the science staff member in advance of expiration of appointment or term as follows:
 - a. if a one-year appointment, at least three months in advance of its expiration
 - b. if a two-year appointment, at least six months in advance of its expiration
 - c. if a three-year appointment, at least twelve months in advance of its expiration

- d. For Assistant or Associate Astronomer tenure track with a three-year appointment - at least 12 months before the end of term. If such notice is not given, a one-year extension is automatic. Reappointments at these levels for terms of less than three years are to be considered terminal appointments. While notice of non-renewal is still required, no automatic fixed extension period is provided in the event such notice is not given.
- 2) Appointments may be terminated prior to term or appointment end by the Center Director for reasons including, but not limited to, reduction in force; dismissal for cause including poor performance (also see AURA Policy B-XXII – Performance Counseling and Discipline), violation of law, willful misconduct, moral turpitude and the like; and/or the individual's prolonged (at least six (6) months) inability to perform, with or without reasonable accommodation, the duties required for the position for medical reasons.
- 3) Severance pay or notice of termination in lieu of severance pay shall not be provided in cases where term appointments continue to the end of the specified term.
- 4) In cases where employment is ended prior to the end of the term, or at any time for no term appointments, **and other than for cause**, severance pay or notice of termination in lieu of severance pay, will vary with the nature of the termination and normally will not exceed:
 - (d) three months during the first year of employment,
 - (e) six months during the second year of employment, and
 - (f) twelve months during the third and succeeding years.
- 5) **In cases of dismissal for cause, neither notice of termination, nor notice of intent not to renew, nor severance will be provided.**
- 6) Exceptions to paragraphs (2), (3) and (4) above will be at the discretion of the Center Director

C. Tenured Scientists

- 1) For Cause
 - (a) Termination of tenured appointments at any AURA Center must be approved by the AURA Board of Directors based on a recommendation by the Center Director in consultation with the AURA President.

(b) Termination of tenured appointments can be conducted for cause which includes poor performance or lack of performance in the member's professional capacity at the Center (also see AURA Policy B-XXII – *Performance Counseling and Discipline*), incompetence, neglect of duty, willful misconduct, insubordination, unethical conduct; violation of AURA's policies, and moral turpitude.

(c) Moral turpitude includes, but is not limited to, violation of law, or such behavior that rises to a level that would evoke condemnation by the academic community or bring AURA into disrepute, including sexual-based or other harassment and discrimination, or which results from a court ruling against the individual.

(d) Pending a final disposition by the Center Director and/or a Science Hearing Committee and a final decision by the AURA Board of Directors, the tenured staff member may be:

(i) Assigned to other duties in lieu of suspension.

(ii) Suspended if his/her continuance would create a risk of harm to him/herself or others, including AURA or its Centers, pose an immediate health hazard; endanger federal funds or equipment; risk harm to the interests of person(s) making allegations, the individuals who are the subject of the allegations, or to others.

(iii) Before suspending a tenured staff member, the Center Director generally will consult with the Center's Scientific Personnel Committee, Head of Science and/or senior scientific (astronomer and science track) staff responsible for oversight of the research staff concerning the propriety, the length, and the other conditions of the suspension, including whether salary and benefits will or will not be continued. The Center Director will render the final decision.

2) For Other Than Cause

(a) Termination of tenured appointments can be conducted for reasons other than cause which includes the following: prolonged (at least six (6) months) inability to perform, with or without reasonable accommodation, the duties required for the position for medical reasons

3) Severance or Notice in Lieu of Severance

(a) Generally, termination of tenured staff for cause requires payment of severance equivalent to 12 months' salary or 12 months' notice in lieu of severance payment and is triggered as of the date of notification of intent to dismiss by the Center Director to the tenured staff member.

(b) In the case of an action brought for dismissal on the grounds of moral turpitude, the individual will be prohibited from receiving severance pay or notice in lieu of severance at termination.

4) Dismissal Procedures

(a) Dismissal of tenured personnel under any of the categories cited above will be carried out within the following guidelines. Dismissal may be preceded by informal inquiry by the Center's Scientific Personnel Committee and/or Head of Science, which may render an opinion as to whether dismissal proceedings should be undertaken, without its opinion being binding upon the Center Director or the AURA Board of Directors.

(b) A candidate for dismissal shall be notified by the Center Director and will be presented with a written statement of the basis for termination. A copy of the written statement will be furnished concurrently to the AURA President. The candidate may be placed on suspension, either with or without pay, during this time pending final action(s).

(c) A Science Hearing Committee will be appointed by the Center Director and will be composed of no fewer than three (3) senior scientific staff members. These senior scientific staff members may be selected from the Center or from other AURA Centers as required. This committee will be a separate committee from other standing Center scientific committees. The procedures governing proceedings of the Science Hearing Committee will be established by the Center Director, or designee, and maintained with other procedures related to scientific staff at the Center.

(d) The candidate will have the right to reply to the charges, in writing, or to request a hearing before the Center's Science Hearing Committee to present a rebuttal to the dismissal statement, such other statements as he/she desires, and/or to call witnesses to present evidence on his/her behalf. The candidate must provide the written reply or notify the Center Director, in writing, of his/her intent to request a hearing, within five (5) business days from the receipt of the dismissal notification.

(e) No Request for Hearing

(i) If the candidate does not respond within five (5) business days following receipt of the notification of termination as indicated above, or elects not to have a formal hearing of the charge(s) before the Science Hearing Committee, the Center Director may either:

a) proceed with a recommendation to the AURA President for presentation to the AURA Board of Directors for action, or

b) request that the Science Hearing Committee evaluate the available record and provide a recommendation to the Center Director based on the record.

(ii) If the case is referred to the Committee and the Committee's recommendation supports that of the Center Director, the termination recommendation will stand without further appeal. The Center Director may then proceed with a recommendation to the AURA President for presentation to the AURA Board of Directors for action.

(iii) If, after a review of the record, the Committee's decision differs from the Center Director, the case will be referred to the President of AURA who may consult with the Center Director, the Science Hearing Committee and/or the Board of Directors if he/she feels it necessary before reaching his/her own decision and if appropriate submitting the recommendation for final action by the Board of Directors.

(iv) Final approval (or disapproval) of dismissal will be made by the Board of Directors and will be communicated in writing to the candidate along with the Center Director by the President.

(f) Request for Hearing

(i) If the candidate requests a hearing before the Science Hearing Committee, the Center Director will furnish to that Committee a copy of the written statement of reasons for termination.

(ii) In the event of a hearing, all parties may request that legal and/or procedural advisors be present.

(iii) The Science Hearing Committee may, with the consent of both the staff member and the Center Director, hold joint pre-hearing meetings with the parties in order to;

- a. simplify the issues,
- b. effect stipulations of facts,
- c. provide for the exchange of documentary or other information, and
- d. achieve such other appropriate pre-hearing objectives as will make the hearing fair, effective, and expeditious

(iv) The Science Hearing Committee will convene a hearing (with notice given in writing) no later than thirty (30) days following receipt of the written request from the candidate. The Science Hearing Committee will report to the Center Director who will convey that report to the President of AURA.

(v) Hearings before the Science Hearing Committee will be private and confidential to the extent possible.

(vi) Following a hearing, the Science Hearing Committee will render an opinion and make a recommendation to the Center Director. If the Committee's recommendation supports that of the Center Director, the termination recommendation will stand without further appeal. The Center Director may proceed with a recommendation to the AURA President for presentation to the AURA Board of Directors.

(vii) If the Science Hearing Committee's recommendation differs from that of the Center Director, the case will be reviewed by the President of AURA who may consult with the Center Director, the Science Hearing Committee or the Board of Directors if he/she feels it necessary before reaching his/her own recommendation.

(viii) Final approval (or disapproval) of the dismissal recommendation will be made by the Board of Directors and will be communicated in writing to the candidate along with the Center Director by the President.

D. Research Science Staff - Financial Exigency

- 1) If an imminent financial crisis arises or a succession of severe budget cuts or restrictions imposed over several years threatens the viability of a Center, the AURA President shall consult the AURA Board of Directors concerning a declaration of financial exigency and a recommendation for approval by the AURA Board. Prior consultation by the President with the Center Directors should also take place to ascertain that all possible alternatives have been explored before the declaration of financial exigency. The declaration of financial exigency will be made by the AURA Board of Directors upon recommendation of such action by the President.
- 2) Non-renewal of AURA's contracts or cooperative agreements with NSF, NASA or other funding organizations may result in termination of tenured appointments at the affected Centers.
- 3) Following the declaration by the Board, the AURA President will inform the Center Directors of that action. The Center Directors will then proceed with all necessary actions to alleviate the financial crisis, i.e., elimination of programs, closing of telescopes, salary cuts, reduction in non-tenured staff, termination of tenured staff, etc.
- 4) The Center Director shall consult the scientific staff, or a committee thereof, with regard to the best way to achieve the cuts imposed by the declaration of financial exigency, including selection criteria for the release of tenured staff.

- (a) These criteria may include length of service, performance evaluations, scientific productivity, adequacy of service, etc., but ultimately must take into account the long-term health of the Center.
 - (b) Generally, non-tenured scientific appointments may be terminated before tenured appointments except in extraordinary circumstances which would result in a serious distortion of the Center programs.
 - (c) Reappointment of full-time incumbents to part-time status, early or phased retirement, also should be considered as viable options.
 - (d) The criteria for the release of tenured staff must be approved by the AURA Board of Directors.
 - (e) The AURA President must then notify, in writing, the Center Director and all tenured staff members of the affected Center of the Board's actions, before release notices are sent to any staff members.
- 5) Once terminations have been made because of financial exigency, new appointments will not be made except under extraordinary circumstances, which would otherwise result in a serious distortion of the Center's program. Appointments into similar positions as held by terminated staff will not be made for a period of three (3) years without first offering the position to a terminated staff member provided that person has remained in active layoff status. To be eligible for re-appointment, a terminated tenured staff member must inform the Center Director no later than one (1) year after termination and annually thereafter of the desire to return in the event the financial exigency is removed.
- 6) In the case of financial exigency, individual arrangements for early and/or phased retirement are encouraged.

VII. OUTSIDE EMPLOYMENT, PROFESSIONAL CONSULTATION AND TEACHING BY STAFF

A. POLICY

Staff members are expected to give first priority to AURA, and commitments for outside employment or consultation will be made only after prescribed approvals are obtained.

B. STATEMENT OF THE AURA BOARD OF DIRECTORS REGARDING OUTSIDE EMPLOYMENT AND CONSULTATIONS

The general propriety of permitting members of AURA's staff to accept responsibilities outside AURA is recognized; however, before any such responsibilities are accepted, the following must be weighed:

1. The primary obligation of each staff member is to carry out that part of AURA's program for which he/she is personally responsible. The employee's obligation is not merely to work during particular hours on particular days, but is professional in character and can be fulfilled only by positive accomplishment consonant with his/her professional stature. No outside employment which explicitly or by implication conflicts with his/her primary obligation may be undertaken by a staff member.
2. In considering an opportunity for outside employment, a staff member is expected to act according to professional standards. Employment may not be accepted from an organization, or from any particular division of it, which regularly engages in direct business dealings with AURA, especially where those dealings are, in a field closely related to the proposed employment. Staff members will not be permitted to evaluate proposals or to negotiate or influence the negotiation of contracts with organizations with which they have consulting or other significant relationships.
3. The name of the Association of Universities for Research in Astronomy, Inc., or any of the AURA-managed Centers, may not be used in connection with any outside employment, except as recommended by the Center Director, with the approval of the President of AURA
4. The Association of Universities for Research in Astronomy, Inc. derives its principal financial support from the Government of the United States. Although staff members are not Government, but AURA, employees, the Government is the ultimate principal source of their compensation. As a result, the Centers are, in a sense, public institutions, and all opportunities for outside employment are to be viewed in the light of the following principles:
 - a. Compensation may not be accepted by a staff member for work which is part of his/her regular duties or responsibilities, or which would be performed for the organization by the Contracting Agency or any other Government agency as a matter of public service. The staff member's

outside employment shall not consist of work which is essentially part of AURA's program or which, in the opinion of the AURA management, should be performed by AURA. The letter of the law forbidding dual compensation for Government employees shall be observed.

- b. No outside organization shall be permitted to obtain a preferred position in learning the results of work performed either by AURA or Government installations by employing members of the AURA staff. For example, in performing services for an outside organization, staff members may not take advantage of information coming to them in the course of their employment by AURA unless this information is of general knowledge and is available through other legitimate channels.
 - c. Consulting agreements entered into by staff members with outside organizations shall contain a provision to the effect that the organization expressly agrees that the staff member's obligations to the organization with regard to inventions, patentable developments, copyrightable materials, technical data, and design are subject and subordinate to the rights of the U.S. Government as covered by contracts or grants from the Government to the Association of Universities for Research in Astronomy, Inc.
5. Any outside employment of a staff member, including the terms and conditions embodied in any contract or agreement covering such employment, shall be approved by the Center Director before acceptance by the staff member. In determining whether to approve outside employment of a staff member, the Director shall be governed by the policy considerations set forth above and also by the following administrative criteria:
- a. In no event may outside employment, by consumption of time or otherwise, be permitted to impair an employee's usefulness to AURA.
 - b. Outside employment during regular working hours shall be covered by appropriate leave, with or without pay, as approved by the Director.
 - c. No employment will be approved if the employee is required to withhold, from AURA or the Government, technical information in any way relevant to AURA's programs.
 - d. AURA facilities, equipment, and materials may not be used for work other than that authorized by the owning agency. Such use would be a violation of Federal law.
 - e. The method of compensation shall be disclosed to the Center Director and will be considered in determining whether any actual or potential conflict with the employee's regular employment exists. Thus, the employee shall not be obligated, to be available upon request by an

outside organization. Such an obligation would inevitably raise the possibility of substantial conflict with the prior and primary obligation to AURA. Similarly, if the employee has, or is to have, a proprietary or other immediate financial interest in the outside organization, all the facts shall be disclosed so they can be weighed in determining the existence of a possible conflict with the primary obligation.

6. Any individual accepting outside employment shall provide reports on outside employment as requested by the Director or the AURA President. Please note: Employees working in the United States on a J visa or some other non-immigrant visa are not permitted. Failure to follow the steps and requirements of this policy shall result in disciplinary action up to and including termination.

C. TEMPORARY OR ADJUNCT ACADEMIC APPOINTMENTS

1. Staff members desiring to engage in academic teaching in institutions of higher education for a limited period may be released temporarily from their regular duties at the discretion of the Center Director, or the president (in the case of Corporate staff), who will be guided by the following considerations:
 - a. Leaves of absence, with or without pay, as the President or Center Director may determine, may be granted for the purpose of teaching or other educational activities, on a temporary basis, at such academic institutions.
 - b. Such leaves of absence will be limited to one year, unless extended by the Board of Directors upon the recommendation of the President or Center Director.
 - c. Such leaves of absence will be subject to additional conditions applicable under AURA's leave policy (specifically, this shall include, for cases of leave without pay for academic teaching, proper provision by the staff member to pay for AURA insurance plans.)
2. At the discretion of the Center Director, or the President (in the case of Corporate staff), staff members shall be eligible to accept adjunct or part-time appointments, which may involve teaching, at academic institutions of higher education, situated within reasonable travel time of the AURA facility where he/she is employed, with the approval of the AURA Board of Directors as indicated below. The following considerations will guide such part-time release from regular duties:
 - a. Staff members may advise graduate students and serve on graduate committees. Any reasonable amount of time going into such effort accords well with the primary purpose of AURA; such part-time academic involvement may be undertaken (with approval of the educational institution) by AURA staff members with or without formal adjunct academic appointments, at the discretion of the Institute/Observatory Director and without individual approval by the Board of Directors.

Although no formal release from other duties will be required, staff members are expected to keep the Center Director informed as appropriate.

- b. Formal appointments of staff members (including Center Directors) to adjunct, part-time or similar academic positions by an institution of higher education must be approved by the Board of Directors upon recommendation by the Center Director or President, if appropriate. In considering the terms of such appointments, the Center Director shall be assured that the staff member's expected contribution to the Center's role as a user-oriented National Center will not be impaired. The Director also shall judge whether some overall benefit to the AURA-managed Center would be expected to result from such part-time teaching activity in considering approval.
- c. Such adjunct or part-time academic appointments shall not result in monetary compensation (other than travel expense reimbursement) to the staff member from the participating educational institution beyond his/her salary and related benefits provided by AURA. The proper reimbursement to AURA for such teaching services that result from the terms of such adjunct or part-time appointments shall be determined by a letter of understanding negotiated between the Center Director, in consultation with the President, and the appropriate officials of the educational institution involved.

D. JOINT APPOINTMENTS

Tenure or Tenure-track scientific staff appointments may be made jointly between AURA institutes and other research or academic institutions where it is in the interest of both organizations. For such appointments, either AURA or the other institution will be identified as the principal employer for that individual and, as such, will have the responsibility for paying the individual and providing the customary employee benefits.

Where the AURA institute is identified as the principal employer, the appointee will be entitled to all the prerogatives and benefits of a full-time institute scientific staff member except that a fraction of the salary and benefits will be reimbursed to the AURA institute by the other institution, whose concurrence will be solicited in such personnel actions as performance reviews, salary adjustments, promotions, and reappointment. Where the other institution is the principal employer, the reverse will apply.

Joint appointees at the tenure level will have tenure at the institution acting as the principal employer, and may hold tenure at the other institution. In any case, tenure will be conferred according to the normal procedures of each of the institutions involved. The granting of tenure at an AURA institute is reserved solely to the AURA Board of Directors. The level of appointment at the AURA institute and the outside institution, as far as possible, should be equivalent.

For each joint appointment a memorandum of understanding will be negotiated between AURA and the other institution specifying the conditions governing the appointment including, but not necessarily limited to:

1. Definition of which employer is the principal employer;
2. Locus of tenure (if or when granted);
3. Each party's obligations to the employee, including those applicable if either party should terminate the appointment;
4. The financial arrangements for proportional sharing of salary, benefits and other costs;
5. Procedures for consultation regarding promotion, salary adjustments and other personnel actions.

This memorandum will be negotiated by the Director and then approved and executed by the President for AURA.

VIII. ABSENCES

A. POLICY

AURA recognizes that time away from work may be required from time to time and, in many cases, is vital to ensuring that staff have opportunities to take a break from working. AURA provides a variety of paid and unpaid absences. Please see the Center Human Resources Office for questions concerning interpretation of this policy or its provisions.

Each Center shall adopt such leave notification, approval and documentation procedures as required to assure appropriate implementation of this policy.

The AURA President, Center Directors, or their designees may make exceptions to this policy. Unpaid leave may be extended at the discretion of the Center Director for an employee who has used all accrued sick leave and vacation leave (subject to 6 month limitation listed in Sections G and H, herein).

Leave with pay which has been previously approved will not be changed to another category of leave unless there is an insufficient balance to cover the leave type. Generally, computation of leave accrual for all leave will be based upon the same date of eligibility, except in instances of a change in status from one employee classification to another.

It is the employee's responsibility to make sure s/he has an adequate balance for any leave requested.

Each Center is expected to comply with any and all applicable Federal and State regulations regarding leave. In the event that an applicable Federal or State regulation differs from this policy, the regulatory requirement will supersede the provisions of this policy.

B. VACATION

1. Regular, full-time, exempt employees accrue vacation leave at the rate of 16 hours/month – 7.3846 hours/bi-weekly pay period worked.
2. Regular full-time, non-exempt employees accrue the following vacation leave per bi-weekly pay period and based on continuous years of service. Previous periods of employment will be credited only if the last termination was to enter the U.S. Armed Forces, or if termination was due to a Center's involuntary reduction in force and the employee is rehired within one (1) year of the reduction in force.

Less than two years' service	8 hrs/mo - 3.6923 hrs/bi-weekly pay period
Two through five years' service	12 hrs/mo - 5.5385 hrs/ bi-weekly pay period
Over five years' service	16 hrs/mo - 7.3846 hrs/ bi-weekly pay period

3. Part-time staff, working at least half the full-time work hours, accrue a proportionate amount of vacation leave based on scheduled work hours. With the approval of the Center Director, a Center may base vacation leave accrual for these part-time employees on actual time worked.
4. Except for emergency situations, vacation leave generally must be requested and approved in advance. Approval of vacation is at the discretion of Center management and may be denied because of working conditions.
5. The maximum vacation accrual which may be carried forward to a new calendar year, is 384 hours. This limitation does not apply to Center Directors.
6. Vacation accrues on a per pay period worked basis, during all time the employees is in a paid status, including a leave with pay status.
7. Vacation leave may not be used before it is earned.
8. Pay will not be granted in lieu of vacation except that which is paid upon termination. The maximum vacation leave payable at termination is 384 hours.
9. Temporary employees do not accrue vacation leave.

C. SICK LEAVE

1. Personal Use of Sick leave, with pay, is granted to all regular and temporary full-time and part-time (regularly scheduled to work at least half time -- 20+ hours per week) staff employees in the event of their own personal illness. Regular part-time and temporary employees who work at least half the full-time work hours receive proportionate sick leave credit based on scheduled work hours. With the approval of the Center Director, a Center may base sick leave accrual for these part-time and temporary employees on actual time worked.
2. Sick leave accrues on a bi-weekly pay period basis as follows:

First year	8.0 hrs/mo – 3.6923 hrs / bi-weekly pay period
Second & Third year	13.5 hrs/mo – 6.2308 hrs/ bi-weekly pay period
More than Three years	20.0 hrs/mo – 9.2308 hrs/ bi-weekly pay period
3. The maximum sick leave accrual which may be carried forward to a new calendar year, is 1,440 hours.
4. Written substantiation may be required, at any time, for an absence charged to sick leave.

5. Sick leave will not be used during absence due to work-related illness or injury. See Section G.1 of this policy.
6. Up to 40 hours of an employee's personal sick leave in a 12-month period may be used:
 - a. to provide care for the illness or medical care of a spouse (including domestic partner) or dependent child; or
 - b. to provide care in the event of a life-threatening illness of parents/parents-in-law, independent children/children-in-law, grandparents/grandparents-in-law, siblings/siblings-in-law, and grandchildren. Life-threatening illness is generally defined as a medical condition, treatment or procedure that puts, or could put, the individual's life in imminent risk; or
 - c. to provide care for the qualified illness of a family member as defined under the Family and Medical Leave Act or applicable state law.

Limits on use of this leave are at the discretion of the Center Director, or designee. Leave qualifying under the Family and Medical Leave Act (FMLA) is covered in Section VIII.H.

6. Accrued, unused sick leave will not be paid upon termination.

D. HOLIDAYS

1. Holidays for Regular, Full-Time Employees

AURA recognizes 10 paid holidays. The following 6 designated holidays shall be observed as paid non-work days for full-time staff at all AURA Centers: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

- a. In addition to holidays listed above, four holidays shall be observed as determined by the Center Director or a designee. If the Center Director does not designate specific holidays, they may be taken as elected by the employees as discretionary holidays.
- b. Holidays falling on Saturday will be observed the Friday preceding. Holidays falling on Sunday will be observed the Monday following.
- c. The Center Director designates holidays for the Centers' Chilean operations, providing they do not circumvent Chilean labor laws.
- d. In recognition of local tradition and culture, some AURA sites may observe holidays in addition to the ones enumerated above. To accommodate such situations the Center Director may request as many as four additional holidays.

- e. Granting of additional holidays, to a maximum total of 14 days, will be at the discretion and approval of the AURA President.

2. Holidays for Regular, Part-time, Employees

Regular, part-time employees, who are scheduled to work 20+ hours per week, receive the same holidays as do full-time employees and are paid a pro rata share of holiday leave based on scheduled work hours. With the approval of the Center Director, holiday leave for these employees may be based on worked hours.

3. Pay for Holidays on Non-Scheduled Work Days

Employees eligible for holiday will receive pay for the holiday even if the day falls on a non-scheduled work day.

4. Holidays During Authorized Absences

Holidays occurring during vacation or sick leave will be paid and not charged to vacation or sick leave. This does not apply if the vacation is granted in conjunction with retirement or termination.

5. Work Performed on a Scheduled Holiday

If a non-exempt employee is **required** (subject to approval of management) to work on a scheduled holiday, time worked will be paid at one and one-half times the hourly rate, in addition to, up to eight hours of holiday pay.

E. BEREAVEMENT LEAVE

Regular, full-time employees may be granted up to 5 working days in a calendar year as paid bereavement leave in the event of the death of an immediate family member. Regular, part-time employees who regularly work 20+ hours per week may receive a pro-rata share of leave. Pay for part-time employees will be computed on the same pro rata basis as for holidays. A request for additional time requires the approval of the Center Director, or designee.

Immediate family is defined as spouse, domestic partner, children/children-in-law; parents/parents-in-law; grandparents/grandparents-in-law; grandchildren; siblings/siblings-in-law and/or an individual in like standing, by law or relationship, as well as a member of the employee's established household.

F. MISCELLANEOUS LEAVES WITH PAY

1. Court Leave

Employees called for jury duty or required to testify or participate in a court case not involving themselves will be allowed the necessary time off without loss of pay. Pay for part-time employees will be computed on the same pro rata basis as for holidays. Employees may retain any reimbursement for court or jury duty.

Employees released early from jury duty are expected to report for work to complete the normal workday. Shift employees will report for work at the normal starting time, or upon release from court or jury duty.

2. Voting

An employee may be allowed up to three hours away from regular duties, and without loss of pay, in order to vote in a general, primary, or local election, provided his/her duty station location is such as to make it a hardship to vote within the times the polls are open. Each Center shall determine eligibility for use of this leave, the process for requesting the exercise of this privilege as well as the maximum amount of voting leave appropriate to an employee's duty station.

3. Military Leave

Up to 10 paid working days in any fiscal year may be granted to a full-time employee who is ordered to active duty as a member of The U.S. Armed Forces and produces confirmatory evidence. Regular, part-time employees, employed at least half-time, may be granted leave on a similar basis, with pay equivalent to their regular scheduled hours. Time off with pay is allowed for pre-induction physical examinations.

4. Hazardous Conditions

The AURA President, Center Directors, or their designees, may authorize absence with pay due to the development of unique conditions, which are hazardous or potentially hazardous to the well being of employees. Such absence will be charged to administrative leave. Administrative leave is paid leave granted by the appropriate Center Director, or designee, under extraordinary conditions (e.g. dangerous weather conditions, failure in heating/cooling or electrical systems, and/or other situations where health and safety of the staff are of concern). In some instances, Center's may designate liberal leave conditions which allow employees to utilize leave benefits without requiring prior approval for the time off.

G. ABSENCE DUE TO WORK RELATED ILLNESS OR INJURY

1. Regular Staff and Temporary Staff

- a. Full-time and part-time staff absent due to work-related causes will receive full pay based on standard scheduled hours until they return to work or the expiration of six months' absence, whichever comes first. To qualify for this status, all income benefits received by the employee from Worker's Compensation must be returned to AURA. Sick leave will not be used for work-related absences provided the claim is accepted by the workers compensation insurance carrier.
- b. If qualified, the employee may apply for benefits under AURA's Long Term Disability (LTD) Insurance Plan. Eligibility for long-term disability will be determined by the Center's LTD insurance carrier.
- c. Prior to the end of six month's absence, the case will be reviewed to determine the employee's future status. Generally, according to AURA policy, if an employee is unable to return to work after a six month absence, employment will cease. Benefits for which the employee would be eligible (e.g. disability benefits) may continue.

H. FAMILY AND MEDICAL LEAVE (FMLA)

Separate from the paid Sick Leave for Family Use described above in the section on Sick Leave, AURA seeks to assure employees of the availability of leave with job protection under certain circumstances and events critical to the life of their families.

- 1. AURA employees who have been employed at least 12 months and have worked at least 1,250 hours during the 12 months preceding the requested leave are eligible for leave required for medical or family reasons as set forth in the Family and Medical Leave Act (FMLA).
- 2. Eligible employees may receive up to 12 weeks of unpaid leave (or up to 26 weeks of military caregiver leave to care for a covered service member with a serious injury or illness) during any consecutive 12-month period, (based on a rolling forward 12-month calendar).
- 3. Employees are entitled to this leave for the following reasons:
 - a. For incapacity due to pregnancy, prenatal medical care or child birth;
 - b. To care for the employee's child after birth, placement for adoption or placement for foster care (this leave must be taken during the first twelve (12) months of the birth or placement),
 - c. To care for the employee's spouse, child or parent who has a serious health condition;

- d. For a serious health condition that makes the employee unable to perform the employee's job;
 - e. Qualifying exigency leave for families of members of the National Guard and Reserves when the covered military member is on active duty or called to active duty in support of a contingency operation,
 - f. Military caregiver leave to care for an ill or injured service member (See Military Family Leave Entitlements below).
4. This benefit is provided in accordance with the Family and Medical Leave Act of 1993 and subsequent amendments. When the leave is foreseeable, to the extent possible, a written request for the leave should be made to the Center's Human Resources department at least 30 days in advance. If not foreseeable, notification of the employee's absence should be made to the Center's Human Resources department **no later than the third consecutive day** of the employee's absence. Determination of FMLA eligibility is at the discretion of Center Human Resources. Eligible employees must submit, in a timely fashion, all applications and medical certification(s) as may be required under the provisions of the Act. Failure to provide the required applications and medical certification(s) can result in denial of protections under FMLA.
5. FMLA protects an employee's employment status during the leave. Income during this period may be received from the utilization of accrued vacation, discretionary holiday (if applicable) and/or sick leave benefits. Employees are required to use all accrued vacation leave, discretionary holidays, or, in the event of the employee's health condition, accrued sick leave for all or any part of the 12 weeks before using unpaid leave (except where state law may restrict this requirement). If the condition qualifies for short-term disability coverage and such coverage is available at the Center, the employee is required to comply with the filing of all necessary forms and provide the required documentation to receive short term disability benefits.
6. During the unpaid leave, AURA will provide the same health care coverage under the same conditions as during active employment. Should the employee not return to work at the expiration of unpaid leave, or does not return for more than six months, employment will cease and the employee may be required to reimburse AURA for its share of insurance premiums paid during the leave. AURA reserves the right to take any such steps, as necessary, to recover these premium amounts.
7. Upon return from an authorized leave under FMLA, employees will be restored to their original, or an equivalent position, with equivalent pay, benefits, and other employment terms.
8. Military Family Leave Entitlements:

- a. Eligible employees with a spouse, child or parent on active duty or called to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.
 - b. FMLA also includes a special leave entitlement that permits the spouse, child, parent or next of kin of a Covered Service Member to take up to 26 weeks of leave to care for the Covered Service Member. A Covered Service Member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment; recuperation; or therapy; or is in outpatient status; or is on the temporary disability retired list.
9. Spouses employed by the same employer are limited in the amount of family leave they may take for the birth and care of a newborn child, placement of a child for adoption or foster care, or to care for a parent who has a serious health condition to a combined total of 12 weeks (or 26 weeks if leave to care for a Covered Service Member with a serious injury or illness is also used). Leave for birth or placement of a child, must conclude within 12 months of the birth or placement.
10. It is unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided by FMLA. It is also unlawful for an employer to discharge or discriminate against any individual for opposing any practice, or because of involvement in any proceeding related to FMLA.

I. OTHER LEAVES OF ABSENCE (LOA)

1. A Leave Of Absence (LOA), for good and sufficient reasons, may be granted in addition to the other leave(s) offered in this absence policy. A LOA for a term of one (1) year or less may be granted by the Center Director. Leave of more than one year requires approval by the AURA Board of Directors. Employees are entitled to restoration of their original or equivalent positions with equivalent pay, benefits, and other employment terms only if such LOA is granted for a period of 90 days or less.
2. An employee approved for a LOA is required to exhaust all accrued vacation, sick, and/or discretionary holiday (if applicable) leave prior to using unpaid time, also referred to as Leave Without Pay (LWOP)

3. Once the employee has been in a LWOP status for 31-calendar days, insurance coverage is canceled. Medical, dental, and life insurance may then be continued, subject to approval of insurance carriers, with the employee paying 100 percent of the premiums and, in certain instances, an administrative service fee.
4. If the employee fails to return as scheduled, AURA will assume that s/he has voluntarily terminated and will act accordingly. For these reasons, LOA should be fully discussed, documented and planned with the Center's Human Resources Manager.
5. Contributions to the retirement plan, which are based on paid salary, cease once the employee is in LWOP status. Vacation and sick leave do not accrue while in LWOP status. LWOP status does not affect seniority dates used for computing accruals.

J. PAID PARENTAL (Maternity/Paternity) LEAVE - Effective January 1, 2011

1. Regular full-time and part-time (regularly scheduled to work at least 20 hours per week) staff employees who have been employed at least 12 months and have completed at least **1,250** hours within that 12 month period are eligible to receive, up to six (6) weeks of paid parental leave for the birth and/or adoption of the employee's own child. This leave is applicable for the birth parent(s), adoptive parent(s) and/or domestic partner.
2. This paid leave is available for use in a single consecutive six-week block of time, either continuously or intermittently, usually commencing upon the birth/adoption of the child and usually ending six weeks from the date of birth/adoption but in no case later than twelve weeks from the birth/adoption of a child.
3. Paid Parental Leave will run concurrently with FMLA (if eligible)
4. Paid Parent Leave is limited to a total of six (6) weeks per individual, nine (9) weeks per family (in the case where both parents are employed by AURA), per birth/adoption per twelve (12) month period. The number of children does not increase the length of Paid Parental Leave.
5. Paid Parental Leave will coordinate benefits with any group disability income replacement benefit policy (e.g. short-term disability insurance), up to 100 percent of the recipient's salary.
6. In some instances, Paid Parental Leave may occur prior to the event when deemed medically necessary or when requisite to fulfill the legal requirements for

an adoption. In this instance, the commencement of eligibility for Paid Parental Leave will be the first day the employee(s) is scheduled to be out.

7. In instances where the employee is in a medical status where s/he is eligible to use sick leave, sick leave may be used prior to using Paid Parental Leave. Paid Parental Leave will not reduce an employee's balance of accrued time under any paid leave program (vacation, sick, discretionary holiday). Paid Parental Leave must be exhausted prior to the use of vacation, discretionary holiday or unpaid leave.
8. During the leave, AURA will provide the same benefit coverage under the same conditions as during active employment. Should the employee not return to work at the expiration of the leave, or does not return for more than six months, the employee will be required to reimburse AURA for its share of insurance premiums paid during the leave. AURA reserves the right to take any such steps, as necessary, to recover these premium amounts.
9. Paid Parental Leave must be requested, in writing, at least thirty (30) days in advance, unless significant medical and/or adoptive issues make this impossible. The employee must notify Center Human Resources within three (3) work days if s/he is absent from work pursuant to issues related to childbirth or the adoption of a child.
10. Paid Parental Leave may be used in cases of stillbirth. In such an event, a maximum of two weeks of Paid Parental Leave may be used. This form of Paid Parental Leave is used in place of AURA's Bereavement Leave provisions set forth in this policy.

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.

X. PERSONNEL CLASSIFICATIONS AND DEFINITIONS

A. POLICY

Employees shall be placed in jobs they are qualified to perform and will be classified and reported upon in accordance with prevailing practice and requirements reflected in the Fair Labor Standards Act (FLSA). See Section B - Table 1, AURA Staff Benefit Eligibility for benefit offerings available for each employee classification. For pay and benefits purposes, employees will be classified as either regular or temporary, full or part-time and either exempt or non-exempt. Any change in status or designation requires the review and approval of management and Human Resources.

B. CLASSIFICATION

1. Regular Staff

Regular staff are either full-time (regularly scheduled for 40 hours per work week) or part-time employees (regularly scheduled for less than 40 hours per work week) who, generally, unless otherwise stated, have no definite limit to the intended term of service.

Centers may designate individuals hired for specified terms of employment (set term/contractual employees hired for terms of more than six months) as regular employees.

Regular employees may participate in benefit plans and programs, offered by AURA, for which they are eligible – see Section B – Table 1: AURA Staff Benefit Eligibility. Benefits offered to part-time employees may vary based on the number of hours the individual is regularly scheduled to work.

Regular employees will be classified as either exempt or non-exempt as determined in compliance with the Fair Labor Standards Act (FLSA).

- a. Exempt employees are paid a fixed amount per pay period for all hours worked and are not eligible for overtime pay.
- b. Non-exempt employees are paid overtime pay equal to 1.5 times their base hourly rate for all hours worked over 40 in a work week. For the purpose of calculating overtime pay, the work hours of each workweek stand-alone. Paid time off, such as vacation or sick leave, is not included in the calculation of worked hours for the purposes of calculating overtime.

2. Temporary Staff

Temporary staff may be either full-time or part-time employees hired to accommodate a specific workload, intermittent projects and/or projects of limited duration (generally six consecutive months or less). Each Center determines its policy with regard to the duration of temporary staff assignments. In the event a temporary employee is extended

for a period in excess of six consecutive months, Human Resources will ensure that proper benefits are provided to the staff member consistent with the provisions for set term/contract employees.

Temporary employees will be classified as either exempt or non-exempt in compliance with the Fair Labor Standards Act (FLSA).

Graduate Students/Research Assistants working under the guidance of staff members of an AURA Center while engaging in work on their dissertation are also classified as temporary employees. Interns, regardless of the duration of employment, are considered temporary employees.

Temporary employees are eligible for certain benefits as set forth in the Section B – Table I AURA Staff Benefit Eligibility.

3. Temporary Research Assistants/Students

Students from recognized institutions may be furnished an opportunity to observe and assist in scientific research and to broaden and further their interest in such areas by being granted internships. Temporary Research Assistants/Students are eligible for holiday pay and legally mandated benefits only,

4. Individuals Not Considered AURA Employees

Persons in the following categories are not considered employees of AURA, receive no remuneration from AURA, and do not qualify for the benefit plans or programs of AURA. Although not meant to be an exhaustive list, the following serve as examples of such positions:

Non-resident Scientific Staff
Visiting Scientists
Guest Investigators
General Observers
Archival Researchers

These individuals are outside of the parameters of these policies. Details of the appointment of these persons are covered in their individual letter of appointment.

SECTION B: TABLE 1: AURA STAFF BENEFIT ELIGIBILITY

BENEFIT (Hours Per Week)	FULL TIME (40)	PART TIME (20+)	PART TIME (<20)	TEMP (20+)
ABSENCES				
Academic Leave (Tuition Refund)	X			
Bereavement Leave	X	X		
Jury/Court Leave	X	X		X
Holiday Leave	X	X		
Leave of Absence	X	X		
Leave Without Pay	X	X		X
Military Leave	X	X		
Sabbatical Leave*	X	X		
Sick Leave	X	X		X
Family Sick Leave	X	X		X
Vacation Leave	X	X		
Voting Leave	X	X		X
Work-Related Injury or Illness (Workers Comp)	X	X	X	X
INSURANCE				
Dental	X	X		X
Medical	X	X		X
Life	X	X		
Disability	X			
Travel	X	X		X
Unemployment	X	X		X
Workers' Compensation	X	X	X	X
RETIREMENT				
Money Purchase Pension Plan – 401(a)	X	X		
Retirement Savings TSA – 403(b)	X	X		
Social Security	X	X	X	X

*** Research Science Staff Only**

Specific employee eligibility and premium contribution levels for benefits are determined at the Center level and may differ based on plan provisions, State law requirements and/or seniority. Benefits and benefit costs may be pro-rated based on hours worked. See specific Center plan documents for details. Provisions of plan documents supersede in the event of contradiction.

XI. WAGES AND HOURS REPORTED

A. POLICY

Accounting, reporting, and payment for time worked will conform to good principles of management, requirements of applicable laws and specific contract terms.

B. TIME REPORTING FOR NON-EXEMPT STAFF

1. Work Week

The workweek covers the period from one Friday or Saturday (varies by Center) midnight to the same time seven days later. For non-exempt staff, the work week usually includes five standard work days of eight hours each. Normally, schedules will provide two consecutive days off, although these may not, in all cases, fall within the same workweek. The standard workweek for business affairs begins at 8:00 a.m. on Monday and ends at 5:00 p.m. on Friday. Special work schedules may be established by the Center Director, or designee, for purposes appropriate to the work being done.

2. Work Day

The standard workday for non-exempt staff will be established by each Center. The work day generally will include 8 worked hours per day and may include, in addition, an unpaid lunch period, and two paid fifteen-minute breaks. Paid breaks, if utilized, may not be combined and/or attached to the beginning or end of the work day to adjust the individual's work schedule. Special work schedules may require different work hours and breaks than those listed above.

3. Overtime Work

Overtime work is time worked in excess of 40 hours per work week. Except in an emergency, overtime must be approved in advance by the Director or a designee (generally the employee's supervisor). To the extent possible, overtime work will be equitably allocated among employees qualified to perform the work to be done. Priority may be given to those most available at the job site where travel is a major factor. From time to time, overtime work may be required. The employee is expected, to the extent possible, to meet the requirements for overtime.

4. Pay for Overtime Work

Those employees classified as non-exempt in accordance with the Fair Labor Standards Act, (FLSA), will receive pay at a rate equal to one and one-half times the normal rate of pay for work performed in excess of 40 hours in a **work week**. If an employee is **required** (subject to approval of management) to work on a scheduled holiday, time worked will be paid at one and one-half times the hourly rate in addition to up to eight hours of holiday pay.

5. Emergency Callout (ECO) Bonus

There are times when an off-duty employee is called to work without prior notice. In some cases the employee is paid his or her hourly rate for travel and work time, plus an ECO bonus equal to 50% of that hourly rate for the time involved. The ECO bonus will not be paid if the time qualifies for overtime premium.

6. Time Reporting

All Timecard reports for all non-exempt staff will be submitted according to each Center's designated schedule in order to prepare pay records in a timely manner for the Center's pay date.

C. TIME REPORTING FOR EXEMPT STAFF

1. Work Day and Work Week

Exempt staff may be authorized to work a varying number of hours per day or days per week; a standard workweek will average a minimum of 40 worked hours.

2. Time Reporting

Time reporting for exempt employees will meet the requirements of the Contract(s) or Cooperative Agreement(s) being charged. Time accounting for exempt staff will be on the basis of 40 worked hours per work week. Exempt personnel are not paid for overtime work; however, the Center Director may authorize bonus payment in certain cases.

D. DEFINITIONS OF WORK TIME

1. Time Worked

Time worked is the actual time during which the employee performs his/her duties on behalf of AURA, Inc.

2. Travel Time

a. Time spent traveling from the employee's home to the work site (and return) will be counted as time worked **only** in the following circumstances:

- 1) When the employee is required to work at a location other than his/her normal place of duty without first going by his normal work place.
- 2) When the employee is required to come in to work from "free time" to respond to an emergency situation. This is defined as an unforeseen condition, the correction of which would avoid a

hazard to the health or safety of the staff and/or would make vital facilities operable and available for the mission of the Center. This excludes overtime to perform routine maintenance or to work on long term or continuing projects where management schedules overtime.

- b. When an employee is away from home overnight, time spent traveling during regular work hours on scheduled (generally Monday through Friday) or non-scheduled (generally Saturdays, Sundays, and holidays) days is considered work time. Time spent in travel outside normal duty hours is not work time for pay purposes.
- c. When a special one-day assignment requires travel from home without reporting to the regular duty station, the employee is considered as working from the time he reaches a carrier or other means of transportation until he/she returns to the place of departure.
- d. An employee whose duty station is remote from the Center may, in pre-authorized instances, count as work the time spent as a driver of a vehicle transporting others for the convenience of AURA.

E. PAYDAYS

Pay days are generally every two (2) weeks. AURA staff will be paid a minimum of once per month.

XII. PHYSICAL STATUS AND EXAMINATION

A. POLICY

In order to ensure that employees are placed in jobs which they are physically and mentally suited, fitness for duty evaluations may be requested post-offer for new employees, and at such other times during employment that is deemed in the best interest of the employee or AURA.

B. PROCEDURE

When appropriate, applicants (post offer), or staff members may be required to undergo physical or mental examinations to establish their fitness for initial or continuing service. Such examinations will be at the expense of the employer and may be directed by the Center Director or a designee. Decisions as to severance or retention of employees will be made by the Center Director. The Director may delegate authority to make the decision as to hire.

XIII. APPRAISAL OF WORK PERFORMANCE

A. POLICY

Appraisal of work performance shall be made fairly and objectively on a continuing basis and shall be discussed with the employee from time to time but at least once annually.

B. PROCEDURE

1. Job Content

The responsibilities of each position will be explained to the employee by each supervisor at the time of hire or whenever job content is changed. Job content should be reviewed and discussed from time to time to ensure that the employee and supervisor have a common understanding. The position description (for functional activities) should be reviewed and further defined or modified, as necessary.

2. Standards of Performance

No less than annually, the supervisor and employee should develop a mutual agreement of the significant aspects of the job, the performance goals, and the level of performance expected.

3. Performance Appraisal

- a. No less than annually, via the Center's performance appraisal process, each supervisor will compare each employee's actual performance with the performance goals developed in previous discussions. This may be a composite evaluation for employees working in more than one program area. The supervisor will collect information from all pertinent sources.
- b. Consistent with the defined purpose of AURA scientific staff, all members of the scientific staff will be evaluated with respect to their research and Center service efforts annually for the purpose of salary increases.
- c. The supervisor will complete a written performance evaluation and discuss this evaluation with the employee from time to time, being certain to solicit the employee's own views. The performance appraisal will be submitted to the Center Human Resource Manager. A copy of the performance appraisal will be given to the employee.
- c. The employee is encouraged to submit written comments as part of the appraisal process and for inclusion in with the employee's performance appraisal.

XIV. EMPLOYEE SUGGESTIONS

A. POLICY

AURA recognizes that a diverse employee population will generate new and creative ideas and problem-solving methods. In order to effectively capitalize on this diversity of thought employees shall be encouraged to express themselves concerning improvement of work methods and working conditions. They are particularly encouraged to submit suggestions whereby increased productivity and economy can be achieved.

B. PROCEDURE

1. A suggestion normally will be submitted through supervisory channels to the level at which a decision can be made. The employee will be informed of the decision and of the status at reasonable interim periods. While all employees are welcome to make such suggestions, women and minority group members are especially encouraged to use this opportunity for sharing their suggestions.
2. Copies of written suggestions and subsequent actions on them should be furnished to the Human Resources Office for record keeping.

XV. SAFETY AND HEALTH

A. POLICY

Working conditions shall be made as safe and healthful as possible.

1. It is the policy of AURA:
 - a. to plan and conduct its activities and operations so as to protect the safety of its employees, visitors, and the public;
 - b. to meet or exceed all Federal, State, and other applicable requirements with regard to safety;
 - c. to hold management and employees, at all levels, responsible for safety in their areas of their responsibility.

B. PROCEDURE

All staff members share the responsibility for observing precautions to insure the safest operations possible, and this is an inherent and primary responsibility of supervision at all levels. Unsafe equipment, conditions, or practices should be reported immediately to the Center's Safety Officer and rectified.

Each Center shall designate a Safety Officer for each site, who has overall responsibility for establishing and implementing safety programs. In addition to establishing guidelines and policies, the Safety Officer is responsible for furnishing pertinent manuals, posters, and other materials to foster safety consciousness among the staff. The Safety Officer will monitor action taken on safety meeting minutes and suggestions.

The Center Directors are ultimately responsible, for implementing the established safety programs at their respective locations. The Director's designee will see that appropriate safety meetings are conducted and will receive and act upon reports of unsafe equipment, conditions, or practices. Copies of the minutes of safety meetings and subsequent actions taken on them or on independent suggestions will be coordinated with the Safety Officer of the Center.

C. RESPONSIBILITY

1. Each employee of AURA is responsible for safety in his or her activities. S/he will:
 - a. act in a safe and responsible manner;
 - b. avoid endangering others;
 - c. identify and report unsafe activities to management;

- d. participate in safety programs as assigned or approved by the supervisor.
- 2. Each supervisor is responsible for safety as an employee and is responsible for the safety of activities by all others, employees and contractors, under his or her purview. She/he will:
 - a. ensure the safe conduct of operations and activities by staff assigned to him or her;
 - b. see that safety is built into projects and plans for the future;
 - c. help ensure that safety is well organized and communicated throughout the Center.
 - d. ensure that all employees follow safety policies and procedures.
- 3. Directors of AURA Centers and major sub-units are responsible for safety as employees (1. above), and as supervisors (2. above), and shall:
 - a. ensure that all employees and supervisors comply with safety policies;
 - b. establish safety committees and other mechanisms to ensure and promote safety;
 - c. establish and maintain safety policies and plans for the Center or sub-unit;
 - d. periodically review operations and activities to ensure compliance with safety policies and procedures;
 - e. promote a culture that recognizes safety as central to all activities.
 - f. develop consequences for any employee deliberately violating safety rules, regulations, or procedures.
- 4. The AURA President:
 - a. is responsible to the Board for safety in the entire AURA organization;
 - b. holds Center Directors responsible for safety in their respective areas;
 - c. reviews periodically adherence to safety policies at Centers and sites.
- 5. The AURA Board:
 - a. holds management responsible for compliance with the corporate policy;
 - b. charts independent safety reviews as it may deem appropriate and timely.

XVI. SELECTIVE SERVICE DEFERMENTS

A. POLICY

Selective Service deferments will not be requested by or in the name of AURA.

B. PROCEDURE

1. Official correspondence with local Selective Service Boards concerning deferments will be limited to statements of fact regarding the employment status and work of U.S.-hired AURA employees.
2. The Center Director or a designee will authorize and be responsible for such statements on behalf of the Center.

XVII. PERSONNEL RECORDS AND INFORMATION

A. POLICY

Personnel records and information from them will be treated as confidential.

B. OFFICIAL PERSONNEL RECORDS

1. The Center Human Resources Office will maintain the official records for employees and applicants for employment in non-scientific positions.
2. The Center Human Resources Office will be provided copies of records, which relate to the status or change of status of any employee.
3. The Office of the Center Director or his/her designee will maintain official files for the PhD-level scientific staff and for applicants for those positions.

C. ACCESS TO OFFICIAL RECORDS

1. Access to official records will be limited to people who need the records in the course of their duties and to supervisors of the employee concerned. Exceptions will be on a need-to-know basis, such as when an employee is being considered for transfer to another program or department.
2. It is AURA policy that, employees will not have access to their official personnel file, but may be furnished copies of material provided by them or previously made available to them such as performance evaluations, personnel or benefits action forms, etc. Exceptions to this may be made by the Human Resources Manager or a designee in conjunction with Corporate Office approval.

D. OFFICIAL INFORMATION FROM RECORDS

1. Official responses to requests for information regarding present or terminated employees will be made by the Human Resources or a designee.
2. Confirmation of birth date, employment dates, and title may be provided by the Center Human Resources Office in answer to inquiries from organizations to which the employee has applied for credit. Salary information may be supplied only on the employee's written authorization. In the absence of such authorization, the Human Resources Office will confirm the information the employee has given the lending agency.

E. UNOFFICIAL RESPONSES TO REQUESTS FOR INFORMATION

1. Requests for official information should be directed to the Human Resources Office.
2. Employees who respond personally to requests for information must clearly state they are not acting in an official capacity.

XVIII. AURA GRIEVANCE POLICY AND PROCEDURES

A. POLICY

In an effort to foster and maintain a productive and respectful workplace, AURA employees who feel they have a grievance or formal complaint regarding any of its policies, practices, managers or supervisors have the opportunity to have such grievances and complaints heard and responded to fairly and promptly. Accordingly, the procedures under Section B below have been developed to assure timely and equitable resolution of employee complaints and also to assure that neither shyness nor fear of reprisal should inhibit any employee seeking a remedy.

Except for communications with or initiated by the complainant, participants in the grievance process will treat as confidential any information gained during participation. This includes all aspects of handling, investigating, reviewing and making final decisions on complaints or grievances.

Unless there are extenuating circumstances, complaints or grievances must be stated within 15 working days of the occurrence giving rise to the complaint or, if involuntary termination is involved, within five working days of receipt of notice. If there are extenuating circumstances, the grievance must be submitted as soon as possible.

For grievance policy applied in Chile refer to B-XXIII - Unique Policies and Procedures (Chile).

B. GENERAL PROCEDURE GUIDELINES

1. An employee is encouraged to first discuss any complaint or grievance with his or her immediate supervisor, orally or in writing. The supervisor will endeavor to render a decision or an interim reply within the next five working days that he or she is present for duty. An interim reply will include a reason for delay (such as referral to higher levels of supervision) and an estimate of the time expected to render a decision.
2. If the employee does not feel he or she can voice a grievance or complaint to his or her supervisor, or if the employee is not satisfied with the answer received, or if there has been no reply within the five working days of the issue being presented to the supervisor, the employee may refer the matter, **in writing**, to the next level supervisor, who will respond as above. This process may be repeated through the employee's line of management. All individuals involved will provide copies to the Human Resources Manager and to supervisors who previously have been included in the process.

3. If the employee does not feel he or she can voice a grievance or complaint to his or her supervisor or line of management, or if the employee is not satisfied with the answer received, or if there has been no response within the time frames outlined above, the employee may refer the matter, **in writing**, to the Human Resource Manager. The Human Resources Manager will obtain all available information, including statements from supervisors and others named or having knowledge of the matter and will prepare a written summary. Depending on the Center and/or nature of the matter, the Human Resources Manager may either provide the summary to Senior Management and/or the Director for resolution of the issue or, at the discretion of the Director, the Human Resources Manager, may be charged with the responsibility of determining the resolution. The outcome will be reported to the employee and to any supervisors who previously have been included in the process within five working days of obtaining all required information and statements. Advice of legal counsel will be obtained, if needed.
4. If all other avenues are considered unacceptable or inappropriate based on the employee's assessment, the final level of referral will be to the Director. The grievance or complaint should be made **in writing**, to the Director. The Director may designate a member of management to oversee the investigation of the matter. The Director may request, if not already completed, that the Human Resources Manager obtain all available information, including statements from supervisors and others named or having knowledge of the matter, and prepare a written summary. If the complaint involves the Human Resources Manager, the Director will designate another to perform these functions. The Director will notify the complainant and all others concerned of the final determination on the case within five working days after receiving the recommendations
5. With the exception of the staff appointed by direct authorization of the AURA Board of Directors, the Center Director's decision is final. The Board of Directors will be the final authority on complaints by staff members appointed by authority of the Board of Directors. Appeals to the Board of Directors will be routed through the President of AURA.
6. If the grievance is against the Human Resources Manager or Director, the complaint should be reported to a Corporate Officer.
7. Advice of legal counsel will be obtained, if needed.
8. If at any time the employee feels it necessary, he or she may bypass a level listed above. This may be the case if:
 - a. the matter to be discussed personally involves the individual on that supervisory level; or
 - b. the employee may be concerned about repercussions with that individual based on the issue; or

- c. the subject matter is personal and would be embarrassing or inappropriate if discussed with that individual.

C. RETALIATION

Any employee is encouraged to use this policy when appropriate. No employee will be subject to reprimand or retaliation as a result of initiating a complaint which is made in good faith, or as a result of assisting a fellow employee in the grievance process by providing testimony.

D. CONFIDENTIALITY

Confidentiality will be maintained throughout the investigatory process to the extent practical. Individuals bringing forth allegations of inappropriate conduct to management, as well as those who may be involved in the investigation, are expected to maintain appropriate levels of confidentiality with respect to those allegations among co-workers at all times.

E. COMPLAINTS INVOLVING IMPROPER ACTIVITIES

There may be times when the nature of the issue or complaint involves such things as improper activities, ethics violations, discrimination, fraud, etc. and the individual does not feel that the general grievance/complaint process is the appropriate reporting mechanism. AURA maintains a confidential resource called IntegrityLine that can be accessed for the purpose of registering a complaint or concern. Access is available online and via telephone. Additionally, pursuant to our Federal contracts, our contracting agencies maintain a confidential fraud hotline which may be used by employees to report improper acts.

AURA IntegrityLine: <https://secure.ethicspoint.com/domain/media/en/gui/32723/index.html>
Or Toll Free at **855-257-4106**.

F. FALSE COMPLAINTS

A complaint based upon false or inaccurate information will be handled according to its merits. Individuals making false or misleading statements will be subject to AURA's disciplinary process.

XIX. REIMBURSEMENT FOR TRAVEL EXPENSES

A. POLICY

AURA Board and Committee members, including certain invited guests, when required to travel on official AURA business shall be reimbursed for actual and reasonable expenses upon the approval of a Travel Expense Report. The determination of which invited guests are subject to actual and reasonable expense reimbursement is at the discretion of the Center Director. Center Director approval is to be attached to the Travel Expense Report. Original receipts must be attached to the report, as required by contract regulation. Scanned receipts are accepted for reimbursement purposes as long as the original receipt is kept and available for examination. Original receipts must be held for a period of 3 years. If the individual is no longer an employee of AURA, they must turn in any original travel expense receipts dating less than three years.

Employees of AURA and non-employees, excluding AURA Board and Committee members and certain invited guests (see above), when required to perform official business shall be reimbursed for reasonable expenses as defined within this policy in section B4.

AURA Corporate Office employees shall be reimbursed for reasonable expenses as defined within this policy and the supplemental policy in Appendix A.

B. TRAVEL IN GENERAL

1. Travel at AURA expense must be approved in advance by the AURA President or a designee for Corporate Office personnel, and by the Center Director or a designee as appropriate for Center personnel. AURA employees must submit a Travel Request prior to travel. Official, company-reimbursed travel cannot take place without a properly executed travel request.

a. Applicants for Employment

Payment of travel costs for personal interviews of applicants requires advance approval by the President or Center Director, or a designee, as appropriate. For certain positions, payment for family members to accompany the applicant may be authorized in advance by the President, Center Director or a designee.

b. Others for whom AURA travel may be authorized:

- 1) Guest Investigators/General Observers and Scientists - as authorized by the Director in each case.
- 2) Guest Investigators/Graduate Students - as authorized by the Director in each case.

- 3) Summer Visiting Scientists and Summer Research Assistants - travel authorization is implicit in employment.
- 4) Center Consultants - as arranged for in each case by the appointing authority.
- 5) Appointees to the scientific, technical or administrative staffs who are recruited from or transferred to locations more than 50 miles from the Center site are authorized to relocate their families and household effects to the site at AURA expense. (See Section D below for details.) The Director or a designee is authorized to act for AURA in arranging these relocations.

2. Mode of Travel

- a. Normal mode of air travel is by U.S. commercial airlines, by customary standard commercial rate (coach or equivalent). Exceptions will be allowed when a U.S. carrier is not available, when significant delays or costs are involved, or in cases involving the health of the traveler. In addition, exceptions involving particularly international travel will be based on expected duration of uninterrupted travel. Except in cases of emergency, use of first class accommodations must be approved in advance by the Director or the President.
- b. Except for trips between Center headquarters and their related remote locations, use of private vehicles for official business trips must be approved in each instance in advance by Center Directors or a designee.

If use of the private vehicle is approved as being more advantageous to the Center, reasonable lodging and meals en route will be paid. The traveler will be reimbursed at the currently authorized rate for the direct distance to point of duty and return to the Center site.

If approval is for convenience of the traveler, travel time in excess of that required by a common carrier will be charged to vacation leave; and meals and lodging en route will not be paid. Reimbursement will be at the most economic airfare available at the time of travel between the same two points.

- c. Unless Company transportation is provided, employees who use their private vehicles between a Center location and its remote location, e.g., Tucson and Kitt Peak, on officially requested AURA business, may be paid the currently authorized rate for direct travel.

For information on rental vehicles, see Section E below.

3. Travel Advances

The employee may request a travel advance when the Travel Request is submitted. An accounting will be made for all monies advanced for travel expenses and any remaining cash should be returned to AURA within ten business days after returning from the trip. Travel advances should not exceed expected expenses.

See additional memo regarding Accountable Plan status and substantiation requirements.

4. Business Meals

The specific documentation required to substantiate business meals under federal regulations must include the following information:

When: The date the meal occurred
Where: The location; including city/state/country
Who: The name(s) of the individual(s) included
What: What the expense entailed (detailed receipt of meals purchased)
Why: Topic discussed, Business Activity or Agenda and how it relates to the Center

It is often difficult to obtain detailed receipts in Chile. In this situation, additional detail should be included in a written summary that includes the above information as well as what meal (Breakfast, Lunch, Dinner) is being expensed.

These rules apply to all accounts, including Discretionary Funds.

5. AURA Travel Expense Reimbursement Policy

All travel expenditures must be specifically authorized by Center or Corporate management and must be in accordance with AURA policy. AURA Centers will establish travel policies and procedures that comply with AURA travel expense reimbursement policy cited below and are consistent with the appropriate funding agency rules and regulations.

Original receipts must be attached to the report, as required by contract regulation. Scanned receipts are accepted for reimbursement purposes as long as the original receipt is kept and available for examination. Original receipts must be held for a period of 3 years. If the individual is no longer an employee of AURA, they must turn in any original travel expense receipts dating less than three years.

5. AURA Travel Expense Reimbursement Policy

a. Meals and Incidentals

- 1) Meals and incidental expenses (M & IE) will be reimbursed on a per diem basis in accordance with Government Federal Travel Regulation amount for M & IE. All per diem reimbursement requests should be reported daily when completing the travel expense report.
- 2) Meals & Incidental per diem allowance is a daily payment based on government calculated rates instead of reimbursement for actual expenses. It is separate from transportation (except as noted below, under "Incidentals"), lodging and other miscellaneous expenses and covers taxes and service charges where applicable.
- 3) Meals are defined as expense for breakfast, lunch, dinner and related tips and taxes. They exclude alcoholic beverage and entertainment expenses, as well as expenses incurred for another person (see 5).
- 4) Incidentals are fees and tips to porters, baggage carriers, hotel maids or bellhops.

Also included are transportation costs between places of lodging or business to places where meals are taken.

For current GSA regulations please visit the Federal Travel Regulation site: <http://www.gsa.gov>

- 5) If a meal is provided by others, the daily per diem should be reduced by the corresponding amount of the meal breakdown noted on the government's per diem site (see 7 or 8 below). This includes meals provided by a host, included in conference/seminar fees or provided by the hotel for no additional cost (e.g., continental breakfast).

It is common practice for conferences to provide special meals when requested to meet medical dietary restrictions. However, if **medical** dietary needs make it necessary to forego the provided meal, then the traveler may claim up to the maximum meal allowance. The exception must be documented and a Doctor's attestation needs to be on file with Human Resources.

A meal provided by a common carrier does not affect your per diem.

- 6) 75% of the per diem rate is allowed for the first and last day of travel.

Except as noted in this section it is applied as follows:

More than 12 hours but less than 24 hours your allowance is 75% of the applicable M&IE rate.

When travel is 24 hours or more:

The day of departure is 75% of the applicable M&IE rate.

Full days of travel are at 100% of the applicable M&IE rate.

Last day of travel is at 75% of the applicable M&IE rate.

Note: it does not matter what time you depart or return.

- 7) For Continental US per diem rates, please see www.gsa.gov/perdiem or <http://www.defensetravel.dod.mil/perdiem/perdiemrates.html>.

The breakdown of the rates for breakfast, lunch, dinner and incidentals is found at www.gsa.gov/mie.

- 8) Non-continental US (e.g., Hawaii) and foreign meal expenses will also be reimbursed on a per diem basis. Rates may be found at: <http://www.defensetravel.dod.mil/site/perdiemCalc.cfm>.

The breakdown of the rates for breakfast, lunch, dinner and incidentals is found at:

<http://www.defensetravel.dod.mil/site/perdiem.cfm>.

- 9) Typically, meals will not be reimbursed for local travel [less than fifty (50) miles from the employee's place of employment.]

Each AURA center is required to develop procedures for communication, reporting and documenting travel expenses in accordance with this policy. Upon AURA approval, adjustments to per diems are allowable for specific locations. However, no per diem may be adjusted higher than the current federally published GSA or federal rate.

Center policy may allow for other exceptions to this policy on a case-by-case basis as long as these exceptions are approved in advance by Center management, are within allowable federal guidelines and AURA policy, and are well documented as to why the exception is necessary.

b. Conference and Registration Fees

Conference and registration fees must be approved by center management and demonstrated to be necessary and relevant to attendee's position.

c. Lodging

- 1) Actual and reasonable lodging expenses are an allowable cost, subject to the specific rules and regulations of the sponsoring agencies and

deemed reasonable by Center management. AURA allows a conference participant to stay in the "conference headquarters" hotel even if other, less expensive, hotels are available.

- 2) Unless a lodging per diem is authorized by AURA in advance, all lodging expenses must be substantiated with an original receipt from the lodging establishment. The receipt must provide sufficient detail for AURA to determine the cost of the room and any other charges included on the bill.

d. Commercial Transportation.

- 1) All AURA air travel should be procured at the customary standard commercial rate (coach or equivalent). The difference in cost between first-class air accommodations and less than first-class air accommodations is unallowable except when less than first-class air accommodations are not reasonably available to meet necessary mission requirements, such as where less than first-class accommodations would (i) require circuitous routing, (ii) require travel during unreasonable hours, (iii) greatly increase the duration of the flight, (iv) result in additional costs which would offset the transportation savings, or (v) offer accommodations which are not reasonably adequate for the medical needs of the traveler. First or business class rail or air service must be pre-approved by Center Management.
- 2) Recipients of Federal financial assistance funds are required to abide by the provisions of the "Fly America Act". This rule applies even if the cost is higher and the service less convenient. For exceptions to this rule, please see 41 CFR 301-10.138.

e. Automobile Expense

- 1) AURA will reimburse the traveler for actual miles traveled in one's personal automobile, provided that it is associated with a pre-approved travel request and the actual cost does not exceed the lowest tourist or coach commercial airfare.
- 2) Mileage will be reimbursed from the point of origin at the federally approved rate that can be found at:

<http://www.gsa.gov/portal/content/100715>
- 3) AURA may periodically revise its mileage reimbursement rate. In no case will this rate exceed the mileage reimbursement rate set by the Internal Revenue Service.

5. Non-allowable Expenses

Non-allowable expenses, such as those listed below, will not be reimbursed without proper authorization and must be paid from non-contract discretionary funds.

- a. Travel insurance;
- b. Entertainment;
- c. Alcoholic Beverages and,
- d. Goods or services for personal use

C. RENTAL VEHICLES

Rental of vehicles must be approved in advance and will be justified on the basis of need to conduct official business and not as a convenience to the employee.

AURA will not reimburse the cost of insurance coverage provided by rental agencies for vehicles rented within the contiguous 48 states, Alaska, Hawaii and Puerto Rico as this coverage is already provided by AURA's comprehensive automobile general liability insurance. In all other locations, the optional insurance should be accepted and the cost will be reimbursed.

APPENDIX A

AURA CORPORATE OFFICE TRAVEL REIMBURSEMENT POLICY

In addition to the travel policies stated in [Section BXXI of the AURA Policies](#), Corporate Office Staff shall comply with the following procedures for travel reimbursement.

The Corporate Office Travel Policy provides procedures for reimbursement of Corporate Office staff travel expense. This policy is designed to clarify procedures and ensure compliance with government regulation and AURA policy on travel expense. AURA's travel policy is presented in Section BXXI of the AURA Policies.

All Corporate Office Staff must submit a Travel Request form (TR) in Reqless for travel for meetings further than 50 miles from the individual's residence. If the meeting/event travel is within 50 miles from the individual's residence, a travel request is not required, unless the travel includes expenses are reimbursable or if overnight accommodations are required. Each travel expense report must include an agenda for a meeting, if applicable. This travel request should include all expenses, including those to be paid through the Corporate AMEX card.

The policy below refers to "unallowable expenses". Unallowable expenses are those identified by government policy as not qualifying for reimbursement under government contracts or cooperative agreements. AURA may allow reimbursement for these expenses when they relate to government oversight events or as part of business related meal. However, those unallowable costs must be approved by the employee's supervisor and carefully identified as to ensure that they are not charged to a contract or cooperative agreement but rather charged against corporate reserves. It is required that these costs are specifically identified to ensure that they are correctly classified as an unallowable expense for the purpose of government reporting.

a. Lodging and Transportation

Lodging and travel expense are reimbursed at actual cost. Lodging expense is subject to a "reasonableness" test. Lodging costs may not exceed 150% of the government per diem for lodging without the permission of the employee's supervisor. Government per diem rates for lodging expense can be found at www.gsa.gov.

b. Meals

All Corporate Office Staff **must** submit an expense report for meetings further than 50 miles from the individual's residence. Each expense report must include a per diem calculation for meals. Actual charges for meals either on the Corporate credit card or on a personal credit card or paid with cash **are not** a substitute for the per diem calculation. Rather, they are treated as a reduction to per diem and must be accounted for on the expense report. The purpose of the use of per diem charge rather than reimbursement for actual charges is to ensure that total reimbursement for meals and incidentals do not exceed the government per diem.

Special care should be taken to review all hotel bills to ensure that meals charged to the bill are applied against the per diem. Personal charges to the hotel bill (for items such as movies) do not qualify for travel reimbursement and must be refunded by the employee to AURA.

c. Reimbursement Process

Employees must complete and submit an expense report to get reimbursement for travel expenses. Employees shall submit the expense report to the Corporate Office Business Manager who verifies and approves the expense report.

Employee expense reports will be held until charges from the corporate credit card corresponding to the trip time can be verified to ensure that all any per diem charges on the corporate credit card are accounted for on the employee's expense report.

It is the employee's responsibility to inform CAS when all charges corresponding to the trip are complete and when the Travel Request (TR) is ready to be closed.

d. Calculating Per Diem

The government per diem rates can be found at www.gsa.gov. Receipts for personal meals are not required. Each expense report must include the number of days of travel and the per diem rate for the destination of travel. On travel days you are eligible for 75% of the per diem. For meetings where all meals are provided, you may not report any per diem. For meetings where one or two meals are provided the per diem must be pro-rated by the corresponding amount of the meal breakdown noted on the government's per diem site.

Dietary considerations requiring separate meals are an exception to this rule.

If a business related meal expense involves multiple parties an itemized receipt is required. This receipt must identify the individuals who attended the meal and ensure that any charges for alcoholic beverages are clearly identified so that they may be properly accounted for as an unallowable expense to AURA. An itemized receipt should identify your portion of the meal. That portion must be charged against the per diem. If an itemized bill was not provided, the entire meal must be paid with unencumbered (unallowable) funds.

ASSOCIATION OF UNIVERSITIES FOR RESEARCH IN ASTRONOMY, INC.



Suite 450
1212 New York Avenue NW
Washington, DC 20005
TEL: 202-483-2101
FAX: 202-483-2106

OPERATING FOR THE NATIONAL SCIENCE FOUNDATION

Gemini Observatory
La Serena, Chile & Hilo, Hawai'i

National Optical Astronomy Observatory
Tucson, Arizona & La Serena, Chile

National Solar Observatory
Sunspot, New Mexico & Tucson, Arizona

OPERATING FOR THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

Space Telescope Science Institute
Baltimore, Maryland

MEMBERS/SINCE:

Boston University 1993
California Institute of Technology 1972
Carnegie Institution of Washington 1997
Fisk University 2010
Georgia State University 2008
Harvard University 1957
Indiana University 1957
Instituto de Astrofísica de Canarias 2005
Iowa State University 1992
Johns Hopkins University 1982
Kiepenheuer-Institut für Sonnenphysik 2005
Massachusetts Institute of Technology 1981
Michigan State University 1997
Montana State University 2005
New Jersey Institute of Technology 2010
New Mexico State University 1999
Ohio State University 1957
Pennsylvania State University 1990
Pontificia Universidad Católica de Chile 1997
Princeton University 1959
Rutgers University 1999
Stony Brook University 1986
Swinburne University 2008
Tohoku University 2010
Universidad de Chile 1992
University of Arizona 1972
University of California Berkeley 2007
University of California Santa Cruz 1957
University of Chicago 1957
University of Colorado 1977
University of Florida 2002
University of Hawaii 1978
University of Illinois 1980
University of Maryland 1986
University of Michigan 1957
University of Minnesota 1995
University of North Carolina at Chapel Hill 1995
University of Texas at Austin 1972
University of Toronto 2004
University of Virginia 2003
University of Washington 1986
University of Wisconsin 1957
Vanderbilt University 2010
Yale University 1958

Date: June 3, 2011

To: All Employees

From: AURA Corporate Office

RE: Accountable Plan Reporting (**Effective July 1, 2011, the following policy will be strictly enforced**)

The Association of Universities for Research in Astronomy, Inc.'s (AURA, Inc.) Reimbursement for Travel Expenses Policy has been developed to meet the IRS definition of an "accountable plan." Under an accountable plan, travel and other business expense reimbursements do not have to be reported as income to the traveler. To ensure that AURA's plan will qualify under the IRS definition of an "accountable plan", AURA, Inc. has established the following guidelines for reimbursement of business expenses and/or accounting for travel advances:

- There must be a business connection and the expense must be reasonable. Advances must be made for business expenses only, and can be made no sooner than 30 days prior to when the expense is expected to be incurred, and must be reasonably related to the expenses expected to be incurred.
- There must be reasonable accounting for the expenses. Those seeking reimbursement for business expenses must submit a Travel and Expense Report to substantiate the amount, time, use, and business purpose of expenses **within a reasonable time** (see below) after the expenses are incurred. **Original receipts** must be attached to the form, where readily obtainable or as required by contract regulation.
- All excess reimbursements must be repaid in a reasonable time. In the case of an advance, employees should return any advance amounts in excess of substantiated expenses **within ten business days after completion of the trip**. If not settled timely, AURA, Inc. may garnish a traveler's wages through payroll. In addition, Travel Advance privileges for an employee may be rescinded if, in the determination of Center Directors or Center Business Managers, such privileges are being abused.

ASSOCIATION OF UNIVERSITIES FOR RESEARCH IN ASTRONOMY, INC.

AURA, Inc. has adopted the IRS Safe Harbor for a “reasonable time” to substantiate business expenses, which is 60 days or less from the date the expense was incurred. Expenses will be deemed to have been incurred on the last day of travel, in the case of multiple day travel, for purposes of calculating the safe harbor. If an employee does not substantiate their business expenses or account for their travel advance by submitting their Travel and Expense Report within a period of 60 days, the amount reimbursed must be treated as compensation, subject to tax withholding, and reported on the employee’s Form W-2.

The expense or advance is considered “substantiated” at the time the Travel Expense Report or the advance being accounted for is date stamped as received by the Business Office (office making payment). As a result, **Travel Expense Reports should be submitted well before the 60 day deadline** to allow for departmental review and the forwarding of the reimbursement request to the Business Office within that time frame.

The above policy must be adhered to by all employees to ensure tax-free reimbursements of business related travel expenses. Any exception to this policy, due to extenuating circumstances, must be approved by the AURA Corporate Office Vice President for Administration.

XX. USE OF GOVERNMENT VEHICLES

A. POLICY

Use of government vehicles by Center staff and visiting scientists will be authorized only if such persons have in their possession a valid State, Territorial, or foreign operator's permit and an appropriate U.S. Government Drivers Permit.

B. USE

Government vehicles shall be used only for official duties connected with the Center, and in accordance with guidelines from the Contracting Agency.

1. The Center Director or a designee shall establish procedures governing the issue and control of Government Operator's Licenses and for control and scheduling of vehicles assigned to or stationed at Headquarters or remote locations.
2. Vehicles are to be operated in accordance with the Center's policy and in compliance with applicable federal regulations.
3. Unauthorized persons, including hitchhikers, may not be transported.

C. ASSIGNMENT

The control and scheduling authority must consider availability of vehicles and intended use, including maximizing passenger load.

D. DRIVER RESPONSIBILITY

1. Any citations, fines, or confinement resulting from violation of existing laws by an AURA employee or an authorized visitor driving a government vehicle are the personal responsibility of the individual and may result in withdrawal of driving privileges by AURA.
2. No person shall release a government vehicle to a driver who does not have a valid U.S. Government Operator's Permit.
3. Continued eligibility to drive government motor vehicles depends on a safe driving record.

E. ACCIDENTS

In case an accident occurs while operating an AURA vehicle, the employee shall conform to the laws of the state in which the accident occurs. A complete report of the accident must be filed with the assigning office as soon as possible.

F. INSURANCE

Automobile insurance on Government or AURA owned or rented vehicles shall be purchased by AURA.

G. STORAGE

Storage of government motor vehicles is restricted to lot locations designated by the Center Director, or a designee.

XXI. EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

A. POLICY

AURA is committed to the full development of the human resources that support our missions. We strive to create and maintain a work environment in which people are treated with dignity, fairness, decency and respect. All employees, regardless of their positions, are covered by, and are expected to comply with, this policy and to take appropriate measures to ensure that prohibited conduct does not occur. Management is expected to lead in developing and practicing fairness, appropriate behavior and providing a good work climate for all staff.

AURA is an equal opportunity and an affirmative action employer. AURA complies with all applicable federal, state and local laws prohibiting employment discrimination and expects all individuals to conform to the spirit as well as the letter of all applicable laws and regulations.

AURA prohibits discrimination of any type and affords equal employment opportunities to employees and applicants without regard to race, color, national origin, gender, gender identity and/or expression, sexual orientation, age, religion, pregnancy, lawful political affiliation, disability, veteran status, and/or any other protected class as may be legally established in the jurisdictions in which our Centers/Sites are located. Prohibition against discrimination extends to all personnel actions including:

- Recruitment
- Employment
- Promotion
- Transfer
- Training
- Compensation
- Benefits
- Working Conditions
- Termination and/or Layoff
- Application of Policies

All employment decisions shall be consistent with the principle of equal employment opportunity and only job-related qualifications will be required. All applicants possessing the minimal qualifications for any vacant position will be considered.

Pursuant to Executive Order 13665, The Pay Transparency Act, AURA will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by AURA, or (c) consistent with AURA's legal duty to furnish information. 41 CFR 60-1.35(c)

To accomplish the long-range objectives of its Equal Employment Opportunity/ Affirmative Action (EEO/AA) Policy, AURA recognizes that continued affirmative action must be undertaken. AURA's employment practices will be periodically reviewed to ensure that job opportunities are called to the attention of underutilized group members and that these individuals are offered positions on the same basis as other applicants or employees.

Emphasis will be placed on seeking and encouraging applications from women, minorities, individuals with disabilities, and protected veterans with necessary qualifications and potential.

Placement or promotion activities at all levels will be monitored to ensure that full consideration is given to all qualified employees from under-represented groups. Emphasis will be placed on promotion from within. This provides opportunities for individuals in under-represented groups to compete for placement or promotion at higher skill levels. AURA, under its Affirmative Action Plan, will give special consideration to women, minorities, individuals with disabilities and protected veterans for placement and/or promotion where the individual Center's/Site's availability permits. AURA will take positive strides to employ, advance in employment, and otherwise treat persons covered under the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, without discrimination.

AURA maintains written Affirmative Action Plans and reporting for Women and Minorities as well as Individuals with Disabilities and Protected Veterans. These Plans and reports contain detailed information regarding the specifics of communication, administration and evaluation of all aspects of AURA's EEO/AA activities. They are available at each Center's/Site's Human Resources Office, are updated annually, and maintained for three (3) years. They are available for viewing by scheduling an appointment with the Center/Site Human Resources Office. The reports are considered proprietary and confidential. Any records on complaints, compliance reviews and other required reports are kept for at least three years.

AURA Centers/Sites will seek out affirmative opportunities to provide training and opportunities to assist qualifying women, members of under-represented minority groups, individuals with disabilities and protected veterans who would otherwise not be offered employment or promotion. All employees are encouraged to increase their skills and job potential through participation in available training and educational assistance programs.

AURA's policy invites all applicants and employees who believe themselves to be covered by an Act and who wish to benefit under the Affirmative Action Program to identify themselves. This information shall be voluntarily provided and will be kept confidential. Refusal to provide this information will not subject the applicant or employee to any adverse treatment and will only be used in accordance with the Acts and their regulations.

The program is administered at the AURA facilities in Chile under the customs and laws of Chile.

B. EEO/Affirmative Action Responsibilities

1. The Center/Site Human Resources Managers are designated as the EEO/AA Program Managers, and they are responsible to the AURA Center/Site Directors and the AURA President for all phases of the AURA EEO/AA Program. The EEO/AA Program

Managers shall:

- a. Prepare, under the overall direction of AURA, Equal Employment Opportunity/ Affirmative Action (EEO/AA) policy statements and programs, to include programs for Women, Minorities, Individuals with Disabilities and Protected Veterans.
- b. Establish short- and long-term EEO/AA goals.
- c. Prepare the reports required by local, state and federal regulations.
- d. Provide guidance and assistance to all AURA organizational elements in making the EEO/AA Program a model program.
- e. Disseminate information regarding AURA's program, both internally and externally.
- f. Maintain liaison with government organizations and organizations for individuals with disabilities and protected veterans to establish and develop mutually beneficial relationships;
- g. Identify problems and problem areas and developing recommendations for solutions by pursuance of methods for reasonable accommodations;
- h. Audit employment and relevant procedures to ensure that the program is realistic and effective;
- i. Keep management informed of the latest developments and status of the AURA program by preparation of a formal annual report and informal interim reports as required;
- j. Investigate complaints, should they occur, taking appropriate action, and maintaining records in accordance with Federal, State, and local requirements;
- k. Cooperate with the Department of Labor and supply any pertinent information to them.

2. Each Center/Site Director will:

- a. Ensure the policy is applied without reservation to all actions within their responsibility in regard to conditions and privileges of employment.
- b. Ensure that procedures for monitoring opportunities for utilization of present skills of employees are established and for direction of unnecessary or non-job-related criteria from job qualification requirements.
- c. Cause the AURA Grievance Procedure to be reviewed periodically to ensure it is carried out in accordance with EEO/AA guidelines.
- d. Develop a system for internal program evaluation to include progress reports to be furnished to the EEO/AA Program Manager for compilation.
- e. Ensure Center participation in local community efforts to improve conditions which affect employability.

- f. Assist the AURA EEO/AA Program Managers in dissemination of information, both internally and externally, identification of problem areas and helping to develop solutions; and
 - g. Investigate and attempt to correct the reasons for complaints, should they occur.
- 3. Each AURA Center/Site Director will appoint a Diversity Advocate for the Center and/or Site. The Advocate's role shall be to serve as a leader to ensure that practices and policies are in place and to advance AURA's commitment to diversity within the AURA organization and throughout the astronomical community. The Advocate shall also serve as the Center's/Site's main liaison with the AURA Committee on Workforce and Diversity.

C. DISSEMINATION OF EEO POLICY

The Affirmative Action Program includes procedures for the dissemination of AURA's EEO/AA policy. The primary objective of this aspect of the program is to ensure awareness and understanding of the program by all employees. It is understood that this is a crucial factor in achieving the goal of Equal Employment Opportunity for AURA.

1. Internal

- a. Each Center/Site will disseminate the EEO/AA Policy to all employees at the time of hire as well as to managers and supervisors who are involved with the appointment, transfer and promotion of personnel.
- b. The AURA EEO/AA Policy will be posted and maintained on the AURA website.
- c. Employee newsletters will contain a reminder that AURA is an Equal Opportunity Employer.
- d. Position descriptions will be established and reviewed as part of the performance evaluation procedure to ensure they contain no language which may be discriminatory.
- e. AURA's EEO/Affirmative Action policy and progress will be reviewed, at least annually, with each Center's/Site's managers and supervisors. AURA's commitment to the policy will be discussed during management, supervisory and employee meetings.
- f. A copy of the Affirmative Action Plan will be available for employees and applicants to review.

2. External

- a. Dissemination of EEO/AA Policy includes publicizing the policy to organizations within the community whose membership includes significant numbers of, or which represent, minorities, women, individuals with disabilities and protected veterans. Continuous contact with such organizations will be maintained by each Center EEO/AA Program Manager for assistance in current recruitment and also to aid in

maintaining the flow of applicants for future openings. All organizations contacted will be advised on AURA's EEO/AA commitment to meeting hiring goals in filling current openings.

- b. Additional recruiting sources will be cultivated as a part of each Center's recruiting program.
- c. Employment advertising will make reference to AURA's Equal Employment Opportunity/Affirmative Action policy and clearly convey AURA's desire to interest all applicants.
- d. All recruiting sources used by AURA will be advised in writing of the policy and urged to include women, minorities, individuals with disabilities and protected veterans in their referrals.
- e. AURA will request appropriate agencies for the handicapped and veterans to assist in making known AURA's policy and will advise such groups of employment opportunities.
- f. Reminders will be sent at least once each year to employment and recruitment sources.
- g. The policy will be included in all contracts and subcontracts that are for more than \$2,500.
- h. Applicants may review the plan, which is available in the Center/Site Human Resources Office.
- i. An annual report will be made stating utilization percentages of women, minorities, individuals with disabilities and protected veterans for each job category. Goals will be set annually based on the availability of target group members. Results, problems, adverse trends or patterns obtained as a result of any of the above procedures will be reported to the Center/Site Director, or a designee, and to the EEO/AA Program Manager(s).
- j. The EEO/AA Program Manager(s), or a designee, generally will review all appointments and promotions of non-minorities or male candidates where a minority or female applicant is available in an underutilized job category.

DEFINITIONS

1. Individual With A Disability

For purposes of the Rehabilitation Act, an individual with a disability is anyone who has a physical or mental impairment, which substantially limits one or more of their major life activities or has a record of such impairment and is regarded as having such impairment. This is consistent with Executive Order No. 11758, and pursuant to Section 503 of the Rehabilitation Act of 1973, as amended, Public Law 92-112, and the 1974 amendments to the Act.

2. A Protected Veteran

According to the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended by the Jobs for Veterans Act of 2002, a protected veteran is an individual who fits one of the following classifications:

- a) A “disabled veteran” is one of the following: a veteran of the U.S. military, ground, naval or air service who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Secretary of Veterans Affairs; **or** a person who was discharged or released from active duty because of a service-connected disability.
 - b) A “recently separated veteran” means any veteran during the three-year period beginning on the date of such veteran’s discharge or release from active duty in the U.S. military, ground, naval, or air service.
 - c) An “active duty wartime or campaign badge veteran” means a veteran who served on active duty in the U.S. military, ground, naval or air service during a war, or in a campaign or expedition for which a campaign badge has been authorized under the laws administered by the Department of Defense.
 - d) An “Armed Forces Service Medal veteran” means a veteran who, while serving on active duty in the U.S. military, ground, naval or air service, participated in a United States military operation for which an Armed Forces Service Medal was awarded pursuant to Executive Order 12985.
-

ACCOMMODATIONS

Pursuant to Section 503 of the Rehabilitation Act of 1973, as amended, AURA and its Centers/Sites will provide reasonable accommodation to individuals with disabilities to allow the individual to fulfill the essential duties and responsibilities of the position. Individuals with disabilities who are candidates for employment or existing employees are encouraged to inform the Human Resources Office if they require reasonable accommodation to apply for a job or perform a job. AURA and its Centers/Sites will attempt to accommodate requests for reasonable accommodation to the extent that the request does not impose an undue hardship on the organization. Individuals are requested to respond to the following:

1. Specify the skills and procedures used or intended to be used to perform the job notwithstanding the disability and,
2. Specify the accommodations the individual believes the organization could make which would enable them to perform the job properly and safely, including special equipment, changes in the physical layout of the job, elimination of certain non-essential duties relating to the job, or other accommodations.

Based on the requirements of the job and to ensure proper placement, AURA may require a physical examination to be conducted on a prospective or current employee to evaluate requested accommodations or restrictions on work or duties or any hazards that could exist for the individual or co-workers. Supervisors and/or managers may be informed regarding restrictions on the work or duties of the person, any potential risks for the individual and/or co-workers and/or regarding necessary accommodations. First aid personnel may be informed, when and to the extent appropriate, if the condition might require emergency treatment.

For additional information, see the AURA policy titled, “Americans With Disabilities Act and Reasonable Accommodation.”

Policy Title and Number: B-XXI Equal Employment Opportunity and Affirmative Action

Name of Policy Owner: Human Resources

Policy History: Last version April 2014

Policy Approved By: AURA Regulatory Compliance Policy Committee

Date Policy Approved: May 18, 2018

Effective Date of Policy: May 18, 2018

Description of Revisions: Current version contains no material change to policy – wordsmithing for clarity only.

Version # of Policy: 2.0

Next Scheduled Review Date: Two years from approval date or earlier, if there are changes in the law or policy requirements

XXII. PERFORMANCE COUNSELING AND DISCIPLINE

A. POLICY

It is AURA's hope and expectation that every employee will perform or act to the best of their abilities and in an acceptable business-like manner. However, in cases where work performance is unacceptable, it is AURA policy that prompt and appropriate action is taken. The range of these actions may extend from counseling to suspension or termination. Outlined below are the steps of our progressive performance counseling procedures. AURA reserves the right to combine or skip steps depending upon facts of each situation and the nature of the issue. The level of intervention may also vary. Some of the factors that will be considered depend upon whether the performance issue is repeated despite coaching, counseling and/or training, the employee's work record and the impact the conduct and performance issues have on our organization.

B. PROCEDURE FOR DETERIORATING OR UNSATISFACTORY PERFORMANCE OR BEHAVIOR

1. Progressive counseling should be pursued to improve an employee's performance or behavior to expected standards. Failure on the employee's part to correct or improve performance or behavior to an acceptable level may result in termination. However, for serious misconduct, as described below, the progressive process is not appropriate and immediate suspension and/or involuntary termination may be imposed.

2. For employees who have completed their introductory period, a progressive counseling process will include the following:

a. Verbal Counseling

Discussions should be conducted in private. While more than one counseling session may be appropriate, prolonged oral counseling is not encouraged. Supervisors should attempt to make a written note of the date, time, and content of each session.

b. Written Counseling

Prior to actions beyond oral counseling, the Center Human Resources Manager must be contacted.

If oral counseling fails to produce the desired result, or if the substandard performance or behavior is considered so serious that oral counseling alone may not convey the degree of seriousness, a written warning or performance improvement plan should be developed and given to the employee. This documentation should be presented to the employee for signature acknowledging that the employee is aware of the issues. A copy will be provided to the employee and the original documentation will be maintained in the employee's personnel file. While more than one written warning may be appropriate, repeated written warnings are not.

c. Suspension

Where appropriate, or if previous actions have failed to produce the desired result, a suspension with or without pay, in partial or full-day increments, may be imposed upon exempt and non-exempt employees. The employee may not substitute accrued leave to offset an unpaid suspension. During this time, a review will be conducted to determine if the employee should be subject to additional disciplinary action, up to and including, termination.

d. Involuntary Termination

Where progressive counseling is appropriate, involuntary termination will usually occur:

- (a) if, after oral and written counseling, an employee does not meet the performance or behavior standards and expectations; and,
- (b) after a review has been conducted by the Human Resources Manager or a designee. Other circumstances where involuntary termination is appropriate are addressed below.

3. The procedure for involuntary termination will conform to the policy regarding Termination of Employment.

C. PROCEDURES FOR IMMEDIATE TERMINATION – SERIOUS MISCONDUCT

- 1. Employees may be immediately terminated for a number of reasons including inappropriate conduct, misconduct, or unacceptable work performance. Without listing all the acts or situations that may justify immediate termination, the following are examples that do: dishonesty, theft, fraud, threats or violence, illegal substance abuse or distribution, conviction of a felony or such other specific Center defined acts.
- 2. Where the Center determines that an act constitutes minor misconduct or where it determines that there are mitigating circumstances surrounding serious misconduct, suspension or counseling may be implemented.
- 3. The Center Director, or a designee, will investigate the facts surrounding the incident and review decisions to suspend or involuntarily terminate employees.
- 4. Written documentation summarizing the events leading up to the termination and describing the termination process will be prepared and placed in the employees personnel file.

Nothing in this policy provides any contractual rights regarding employee discipline or counseling nor should anything in this policy be read or construed as modifying or altering the employment-at-will relationship between AURA and its employees.

XXIII. UNIQUE POLICIES AND PROCEDURES (CHILE)

A. EXPATRIATES IN CHILE

This policy applies to AURA employees who are hired by and paid by a U.S.-based AURA Center for duty in Chile and to employees transferred to Chile effective May 1, 1998.

Pursuant to the agreement between the Government of Chile and AURA, the AURA-O (refer to Policy A-XXI) accredited expatriate staff, their spouses and authorized dependants; reside in Chile under an "official visa," which has largely the same characteristics of diplomatic visas, administered by the Ministry of Foreign Affairs. This special visa entitles AURA employees; their spouse's and authorized dependants to a number of legal, juridical and economic immunities and benefits. AURA employees are expected, however to respect all Chilean laws, and at no time shall they participate in local politics. A detailed summary of all aspects of AURA-O and AOSS unique policies and procedures will be made available to AURA employees and their families.

The benefits enumerated herein may be granted to an employee on an individual basis at the discretion of the Center Director. Benefits that exceed the maximums established in this policy will require the approval of the AURA President or his designee and the National Science Foundation (NSF). For each employee, a Point of Origin (PO) is designated at the time of hire or transfer. Salary and allowances are paid in U.S. Dollars. Employees who return to the United States for temporary assignment or who are on sabbatical leave are not paid allowances after sixty (60) days.

B. TAX IMPLICATIONS

Many of the premiums, payments, reimbursements and allowances provided by this Policy are or may be subject to taxation by the United States and State taxing authorities. The amounts specified in this Policy, however, are designated on a pre-tax basis, without consideration given to any potential tax impact. As a result, the actual amounts received by employees, after appropriate tax has been withheld, may be lower than the amounts specified in this Policy. Each employee should consult with an appropriate tax specialist, accountant, or attorney to determine the impact of federal and state tax law and regulations as to his or her individual circumstances.

Under AURA's accountable plan relating to relocation expenses, while many of the relocation expenses may be excluded from an employee's income that is either starting employment or relocating as part of their continuing employment with AURA, the same is not true for employees who are terminating their employment with AURA. For all U.S. Citizens, all Resident Aliens of the U.S., and those Non-Resident Aliens of the U.S. who are relocating to the U.S., its possessions or territories, the total of the relocation expenses from Chile related to the termination of employment with AURA must be included in the employees earned income subject to all applicable U.S. and state tax withholding requirements in the year of the relocation or payment. There are no U.S. or state tax withholding requirements for those Non-Resident Aliens of the U.S. who are NOT relocating to the U.S., its possessions or territories,

However, for U.S. Citizens and Resident Aliens of the U.S., under the current U.S. tax laws, since it is AURA's policy to relocate employees who terminate their employment with AURA from Chile to their point of origin, the relocation expenses should qualify as foreign earned income and consequently the foreign earned income exclusion. The employee should consult with their personal tax advisor or attorney for the current tax laws related to the foreign earned income exclusion.

For those relocation expenses that are included in the employee's taxable income, the employee may be able to deduct those expenses as moving expenses on their personal income tax returns filed for the year the expenses were included in the employee's income. The employee should consult with their personal tax advisor or attorney for the current tax laws related to the moving expense deduction.

Detailed information regarding this policy is in the "Moving to Chile" booklet given to prospective, new and transferred employees.

C. TYPES OF EMPLOYEES, LENGTH OF ASSIGNMENTS & COMPENSATION

1. COMMUTING ASSIGNMENTS of less than one year

Employees may be called upon from time to time to make short trips to Chile in connection with AURA work as ordinary business travel. However, at the Center Director's discretion, employees may be put on "commuting status" to deal with assignments requiring repetitive and more prolonged trips. Commuting employees may be entitled to the following benefits:

- Travel Reimbursement
- Actual and Reasonable Expense Reimbursement
- Reimbursement of allowable out of pocket expenses

Shipping of Personal Effects (AURA will not ship vehicles to Chile not to exceed 500 lbs.)

Each of these benefits is described below.

Travel Reimbursement

AURA will provide round trip travel and reimbursement of related, reasonable expenses from the Point of Origin for the employee.

Actual and Reasonable Expense Reimbursement

The employee will be reimbursed reasonable and actual expenses for lodgings, meals and incidental expenses in accord with Section B, Article XIX, paragraph B.4.

Shipping of Personal Effects

AURA will pay for a one-time shipment (including packing) by airfreight of 500 net pounds of personal effects to the Chilean assignment location. At the end of the assignment, AURA will provide relocation to the point of origin or to any less distant point. The return shipment of personal effects is limited to 500 net pounds. Return shipment, as provided in the preceding sentence, only applies if it occurs within ninety (90) days after the date of termination of the commuting employee's temporary assignment at AURA-Chile, as appropriate. In all cases, the shipment will be provided by AURA.

If the commuting employee resigns for reasons within his or her control or is terminated for cause by AURA within twelve (12) months, or the period of the temporary assignment, whichever is less, after the date of shipment of the personal effects to Chile as appropriate, the employee is not entitled to receive the benefit of return shipment of personal effects, as provided in the preceding paragraph.

Transportation for Dependents

Depending on the length of the assignment in Chile, round trip transportation may be provided for the employee's spouse and dependent children under age 19.

D. LONG-TERM ASSIGNMENTS OF MORE THAN ONE YEAR

1. AURA **may** provide during any relocation for which the Long Term Assignments apply the following:

Each of these benefits is described below.

Travel Reimbursement

AURA will reimburse all actual and reasonable travel expenses incurred by the employee, the spouse, and dependent children under age 19 from the Point of Origin to Chile. AURA will reimburse all actual and reasonable travel expenses by the employee, the spouse, and dependent children under age 19 in returning from Chile to the employee's Point of Origin. Reimbursement of return expenses, as provided in the preceding sentence, only applies if the return travel occurs within 90 days after the date of termination of the long-term assignment in Chile. Reimbursable relocation expenses includes the cost of a rental car for up to 30 days to provide local transportation in Chile or until the employee's vehicle is acquired, whichever occurs first.

Shipping of Personal Effects

AURA will pay for limited ocean and air shipments and for storage of reasonable household goods. At the end of the assignment AURA will provide relocation to the Point of Origin or to any less distant point, following these guidelines:

The employee is **not** entitled to receive the benefits of the return shipment in the following circumstances:

- The employee resigns voluntarily within 12 months after the date of transfer to Chile.
- The employee is terminated for serious misconduct within 12 months of the date of transfer to Chile.

In all cases, the employee is responsible for payment of all insurance cost over and above the shipping or Storage Company's contract insurance liability limits.

If the employee voluntarily resigns for reasons within his or her control or is terminated for serious misconduct by AURA within twelve (12) months after the date of transfer to Chile, the employee shall repay to AURA all amounts paid by AURA for shipment of personal effects under this policy within sixty (60) days after such resignation or termination.

The return shipment only applies if it occurs within ninety (90) days after the date of termination of the long-term assignment in Chile.

The amount payable by AURA for the shipment of personal effects shall not exceed the limits stated by each AURA Center as provided by Policy XXXI, and likewise the amount payable by AURA for the return shipment of personal effects shall not exceed the limits stated by each AURA Center in Policy XXXI.

Relocation Payment

The expatriate may receive a one-time lump sum Relocation Payment (RP) subject to any applicable taxes for incidental expenses at the time of the move to Chile. The expatriate may receive a second Relocation Payment at the conclusion of the assignment. This premium is not to be viewed as a benefit to which employees with similar duties and qualifications are entitled. The premium shall not exceed 25% of the employee's annual basic pay. The premium is not considered part of the rate of basic pay for any purpose and is separate from any relocation and moving expenses that may be paid.

In determining the appropriateness of a relocation payment, the following factors may be considered:

- a. The unusually high or unique qualifications of the employee or the special needs of AURA for his or her services that make it essential to hire or retain the employee and that, in the absence of a relocation premium, the employee may not accept employment with, or may leave, AURA;
- b. The extent to which the departure of the employee would affect the ability of AURA to carry out an activity or perform a function essential to its mission;
- c. The current and expected performance level of the employee, as well as the salary that has been offered to the employee;
- d. The success of recent efforts to recruit candidates with qualifications similar to those of the employee for positions similar to that of the employee;

- e. The availability in the labor market of candidates for employment who, with minimal training, could perform the full range of duties and responsibilities assigned to the employee; and
- f. Recent turnover in similar positions.

The amount of any RP's will be specified in a Service Agreement or employment/transfer offer letter. The Service Agreement states the amount of the RP and requires completion of a specified period of employment of twelve (12) months or more in Chile. A copy of the signed Service Agreement will be retained in the employee's personnel file. Before a RP may be paid, the employee must provide acceptable evidence of disposition of the employee's existing residence, and acquisition of a residence (e.g., a letter from the AURA administrative services in Chile acknowledging allocation of an AURA house, rental agreement, or purchase contact) in the area of the work assignment in Chile.

If an employee fails to complete the period of service established under a Service Agreement, the employee shall repay the relocation premium on a *pro rata* basis. The amount to be repaid is determined by multiplying the premium amount by the proportion that the number of months of service completed bears to the period of service required under the Service Agreement. In making this calculation, a month is considered to be thirty (30) days, and partial months are not considered. Repayment shall be made within sixty (60) days after the date of termination of employment with AURA. All or a portion of a required repayment may be waived at the discretion of the Director, but only if the Director determines that recovery would be against equity, good conscience, or AURA's interest.

Cost of Living Allowance (COLA)

Employees relocating to Chile may receive a Cost of Living Allowance in an amount to be determined by each AURA Center Management for all its operations in Chile.

Mobility Allowance

A periodic Mobility Allowance (MA) may be paid to employees relocating to Chile, who represent a valuable resource to AURA. In determining the appropriateness of a mobility allowance, the following factors, as they apply to each individual case, may be considered:

- a. The unusually high or unique qualifications of the employee or the special needs of AURA for his or her services that make it essential to retain the employee;
- b. The extent to which the departure of the employee would affect the ability of AURA to carry out an activity or perform a function essential to its mission;
- c. The current and expected performance level of the employee, as well as the salary that has been offered to the employee; and
- d. The circumstances that have resulted in the hardship to the employee and the likelihood that failure to alleviate the hardship would cause the employee to leave AURA.

A mobility allowance is calculated as a percentage of the employee's annual rate of basic pay (i.e., the rate of pay set by administrative determination for the position, exclusive of additional pay of any kind and other benefits or pay adjustments provided by this Policy). The allowance shall not exceed 15% of the midpoint of AURA pay grade 52 (Assistant Astronomer). The allowance is not considered part of the rate of basic pay for any purpose and is separate from any cost of living allowance that may be paid. A mobility allowance may be paid as long as the conditions on which the original determination was made continue to exist but in no case will the period of the payments exceed two years. A mobility allowance is paid in equal increments at the completion of each six (6) months of the period of employment specified in a Service Agreement. Any balance due to the employee is paid at the completion of the period of employment specified in a Service Agreement.

The Director, at his or her discretion, may reduce or terminate a mobility allowance at any time it is determined that: 1) A lesser amount (or none at all) is sufficient to alleviate the hardship to the employee; or, 2) The Director determines that circumstances have changed, so that it is unnecessary or inappropriate to continue payment at the level originally approved (or at all).

Except as provided by the grievance procedure of the AURA Policies & Procedures Manual, the reduction or termination of a mobility allowance may not be disputed or appealed by the employee.

Annual Home Leave

With approval of the Center Director or a designee, each expatriate and authorized dependent living with the expatriate in Chile, will be reimbursed transportation costs associated with an annual home leave taken after the first twelve (12) months in Chile. Not more than, two days travel time at the start and at the end of the travel (up to 4 days total per year) may be charged to time worked. The remainder of the time will be charged to vacation except for time, which is spent on official business. If a dependent child under age 19 does not reside with the expatriate, the Annual Travel Benefit may be applied in reverse to bring the child to Chile or to bring the child together with its family at their PO or alternate vacation destination.

Medical Emergency Travel Benefit

With the Center Director or designee approval, a Medical Emergency Travel Benefit is available when an illness (either physical or psychiatric) of an expatriate or authorized dependent in Chile, requires treatment outside Chile.

Language Training

Language training costs will be paid by AURA for the expatriate and authorized dependents with the approval of the Center Director or a designee.

Dependent Education Allowance

An education allowance is available for eligible, dependent children of expatriates living and working in Chile, for grades Kindergarten to 12th grade ("Cuarto Medio") inclusive.

The value of the benefit is the lesser of the actual cost of tuition or an amount equal to the appropriate grade tuition charged at the International School in La Serena.

This policy does not include reimbursement for pre-school tuition or expenditures for dependent children below Kindergarten. In addition, the Dependent Education Allowance for Expatriate staff at AURA-O does not include reimbursement for any college expenses, including but not limited to: fees for college entrance exams, fees for applications for entrance to a college or university or fees for tuition, or any expenses associated with classes beyond the 12th grade. Finally, Textbooks are not an allowable expense for reimbursement. Therefore, AURA does not reimburse payment for textbooks.

Note that this policy applies only to expatriate staff, and does not refer to education allowances for the dependents of AURA-O employees in Chile with local contracts. Terminal Year Option

With the approval of the Center Director, the employment/transfer letter or Service Agreement may include a statement permitting the employee to request that he/she spend the terminal year of his/her contract or agreement working in Tucson (NOAO) or Hawaii (Gemini) while conducting a job search. This option is available only to employees who have completed at least three but less than six years of employment in Chile.

E. HOLIDAYS

There are fourteen (14) holidays, designated by the Center Directors in Chile.

F. REPATRIATION OF REMAINS

In the event of the death of the expatriate or a dependent residing with the expatriate in Chile, AURA will pay the costs of repatriation to the Point of Origin or to any less distant point.

G. GUIDELINES AND REPORTS

1. GUIDELINES

The Center Directors will establish and report Relocation Payments and Mobility Allowances guidelines for "Key Personnel" on an annual basis to the President of AURA.

2. ANNUAL REPORT

On or before the beginning of each Center's reporting year the Center Director will provide a report to the President of AURA regarding the status of this Policy and its application. This report will include:

- a. The value of the Cost of Living Indices to be used in the next reporting year, along with evidence supporting such value;
- b. A copy of the Relocation Procedure guidelines to be used in the next reporting year;
- c. A record of payments made to individuals under the Relocation Procedures in the ending reporting year;
- d. A copy of each Service Agreement placed during the ending reporting year; and,
- e. A description of any deviations from the Relocation Procedure guidelines during the ending reporting year, along with supporting commentary.

H. GRIEVANCE

Due to the unique character of the AURA presence in Chile and the establishment of AURA Observatory Support Services to enable the operation of those facilities, grievance policies and procedures have been established by the management of AOSS. Those policies and procedures carry out the concepts of the Chilean Labor laws. Chilean law takes precedence with regard to the treatment of AOSS staff.

XXIV. GRATUITIES

A. POLICY

It is the policy of AURA, that employees shall not give or accept gifts or special favors of value in business relationships with commercial firms or persons with whom AURA does business. It is AURA's policy to support compliance with the regulations of Government agencies and departments concerning vendor offers of favors, gratuities, entertainment, etc.

B. GUIDELINES

Relations with commercial firms should be governed by the following guidelines:

1. Ordinary business courtesies are not "gifts" within the context of this policy. (Example -- lunches)
2. Retention of advertising novelties is not inappropriate provided the item is of no appreciable value and is widely distributed to others having the same sort of business relationship with the donor.
3. Offers by present or potential suppliers to provide expense paid trips or other items of value, whether for business or pleasure, must be declined.
4. Employees must recognize situations in which, by reason of association, they should disqualify themselves from participating in corporate business transactions.

XXV. Standards of Workplace Conduct

A. POLICY

AURA affirms its commitment to ensure an environment of the highest professional and ethical standards of conduct for all employees and one that is fair and humane. AURA is a highly diverse organization composed of people from differing backgrounds, perspectives, and experiences. We are dedicated to fostering a civil and inclusive community characterized by mutual respect for the contributions of all individuals. AURA believes that such an environment is essential to our ability to provide excellent service to the astronomical community. AURA embraces the following related values, among others:

- Civility and respect for others should be demonstrated through behavior, attitude and language and tone of voice.
- Embracing difference and fostering an inclusive environment creates opportunities for participation and innovation and contributes to a productive, high-achieving workforce.
- Each person's contribution is valued and their opinion should be heard and treated with dignity, civility and respect.
- All individuals should demonstrate personal and organizational integrity in all matters.
- Accepting personal responsibility and accountability are the foundation of successful outcomes for individuals, teams and the organization.

All employees, vendors, participants in AURA programs and activities, and visitors to its centers and facilities, also referred to in this policy as "covered individuals" are expected to comply with this policy and to take appropriate measures to ensure that their conduct reflects our values of civility, respect and inclusiveness and that prohibited conduct does not occur. AURA recognizes, however, that there may be occasions when individuals engage in or experience inappropriate and/or unlawful behavior. In the following, AURA outlines some of these behaviors in the areas of bullying and unlawful harassment, sexual or otherwise, and outlines the procedures for the reporting and investigation of claims arising from such behavior. The behaviors described may be intentional or unintentional. However, where an allegation is made, the intention of the alleged harasser/bully will be considered irrelevant. It is the impact of the behavior upon the individual that is important. All employees, including supervisors and managers, will be subject to discipline, up to and including termination, for any act of unlawful harassment or other unacceptable inappropriate behavior that they commit. In circumstances wherein, such behaviors are committed by covered individuals who are not employees, AURA will take actions as appropriate and necessary, including but not limited to prohibiting access to AURA facilities and AURA sponsored events, reporting the conduct of these individuals to their employers for disciplinary action, and terminating contractual relationships.

The Center/Site Human Resources Manager is designated as the Equal Employment Opportunity/Affirmative Action (EEO/AA) Program Manager and is responsible for all phases of the AURA EEO/AA program and as such has primary responsibility for investigation of all harassment/bullying reports and ensuring corrective action takes places where appropriate.

B. Sexual Harassment

1. It is illegal (pursuant to Title VII of the Civil Rights Act of 1964) and against the policies of AURA for any employee to sexually harass another employee. Furthermore, AURA will not tolerate sexual harassment perpetrated by any covered individual against an employee, and vice versa. There are generally two types of sexual harassment:
 - a) 'Quid pro quo' harassment where submission or refusal to submit to unwelcome sexual attention, requests for sexual favors, and/or other verbal or physical conduct of a sexual nature are used as the basis for employment decisions. In these instances, employee benefits such as hiring, raises, promotions, better working hours, preferential treatment, etc. are directly linked to compliance or non-compliance with sexual advances.
 - b) "Hostile work environment" where the harassment creates an offensive and unpleasant working environment. Hostile work environment can be created by anyone in the work environment, whether it is managers, co-workers or visitors. Hostile work environment most often includes sexually-oriented conduct that is sufficiently pervasive, persistent or severe to unreasonably interfere with an individual's job performance or has the purpose or effect of creating an intimidating, hostile or offensive work environment. However, hostile work environment can result from one egregious act.
2. No AURA manager, supervisor, or other employee shall threaten, state or insinuate, either explicitly or implicitly, that another employee's or applicant's refusal to submit to sexual advances will adversely affect that person's employment, work status evaluation, wages, advancements, assigned duties, or any other condition of employment or career development. Similarly, no AURA employee shall promise, imply or grant any preferential treatment in connection with another employee or applicant engaging in sexual conduct or consenting to or covering up harassment.
3. Sexual harassment behaviors which may lead to a hostile work environment can take different forms. The following examples of sexual harassment, although not all inclusive, are intended to be guidelines when determining whether there has been a violation of this policy:
 - a) Verbal sexual harassment includes innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions, lewd remarks, threats, requests for any type of sexual favor (this may include repeated, unwelcome requests for dates); verbal commentaries about an individual's body or attire; sexually degrading words used to describe an individual and/or verbal abuse or "kidding" that is sexual in nature and unwelcome.

- b) Non-verbal sexual harassment includes the distribution, display or discussion of any written or graphic material, including calendars, posters and cartoons, that are sexually suggestive or show hostility toward an individual or group because of sex; suggestive or insulting sounds; leering; staring; whistling; obscene gestures; content in letters and notes, facsimiles, e-mail, photos, text messages, tweets and Internet postings; or other form of communication that is sexual in nature and offensive.
- c) Physical sexual harassment includes unwelcome, unwanted physical contact, including touching, tickling, pinching, patting, brushing up against, hugging, cornering, violating an individual's personal space, kissing and fondling, or physical assault.

C. Other Harassment

This policy also prohibits any form of illegal harassment of any individual by a covered individual because of race, religion, color, gender, age, national origin, disability, marital status, veteran status, sexual orientation, gender identity or expression, or any other protected class. The following behaviors, although not all inclusive, may give rise to a hostile work environment in violation of Title VII of the Civil Rights Act of 1964 or applicable state or local law, and are strictly prohibited by AURA:

1. Verbal harassment, including comments that are offensive or unwelcome, including epithets, slurs, teasing and negative stereotyping.
2. Non-verbal harassment including distribution, display or discussion of any written or graphic material, including posters and cartoons; obscene gestures; content in letters and notes, facsimiles, e-mail, photos, text messages, tweets and Internet postings or other form of communication, that ridicules, denigrates, insults, belittles or shows hostility, aversion or disrespect toward an individual or group.
3. Physical harassment includes unwelcome, unwanted physical contact, including violating an individual's personal space or physical assault.

D. Bullying

1. Bullying is strictly prohibited. Bullying is generally defined as unwelcome or unreasonable behavior that demeans, intimidates, humiliates, or sabotages the work of people, either as individuals or as a group. Bullying behavior is most often pervasive, persistent and part of a pattern, but it can also occur as a single egregious incident. It is usually carried out by an individual, but can also be an aspect of group behavior. Generally, exercising appropriate authority or directing the work of others pursuant to position responsibilities is not considered bullying behavior. Although not all inclusive, AURA considers the following types of behaviors as examples of bullying:
 - a) Verbal Bullying: slandering, ridiculing or maligning a person; persistent name-calling which is hurtful, insulting, intimidating or humiliating; using a person as a target of jokes; abusive and offensive remarks.

- b) Physical Bullying: pushing, shoving, kicking, poking, tripping, assault or threat of assault or damage to a person's work area or property.
- c) Gesture Bullying: non-verbal threatening gestures; facial expressions or body postures which can convey threatening messages.
- d) Exclusion: socially, physically or professionally excluding, or disregarding a person in work-related activities.
- e) Sabotaging an individual's work.

E. Consensual Relationships

AURA discourages romantic or sexual relationships between a management or other supervisory employee and their staff because such relationships tend to create compromising conflicts of interest or the appearance of such conflicts. In addition, such a relationship may give rise to the perception by others that there is favoritism or bias in employment decisions affecting the employee. Relationships of this nature can give rise later to allegations of sexual harassment. The atmosphere created by such appearances of bias, etc., undermines the trust and mutual respect that is essential to a healthy work environment. Individuals who are involved in consensual relationships and/or are married to other AURA employees are expected to disclose that relationship to the Center Conflict of Interest Officer or Human Resources representative and will not be permitted to be in work reporting lines where one individual is supervised by his or her partner.

F. Complaint and Investigation Procedures

1. Any individual covered under this policy who feels that they are a victim of harassment, bullying or any other prohibited behavior, including but not limited to any of the conduct listed above, by any supervisor, management official, other employee, customer, vendor, visitor or any other person in connection with employment at the site is encouraged to bring the behavior to the attention of the individual perpetrating said behavior in a timely manner, if possible.
2. If the situation is unresolved, or if the individual is uncomfortable addressing the issue directly with the other individual, they should bring the matter to the immediate attention of their site Human Resources representative.
3. If contacting the Human Resources representative would prove uncomfortable, the individual may report to their supervisor, if the individual is an employee, or any member of upper management, to report the alleged harassment/bullying, including all the facts and circumstances. The manager must immediately inform the site Human Resources representative of the complaint.
4. Additionally, any employee who witnesses such behavior should report the behavior to the Human Resources representative or a supervisor.

5. If doing so would prove uncomfortable, the witness should contact any member of upper management, to report the alleged harassment/bullying, including all the facts and circumstances. The manager must immediately inform the site Human Resources representative of the complaint.
6. The site Human Resources representative will undertake a thorough investigation of all reports. Every effort will be made to promptly investigate all allegations of harassment/bullying in as confidential a manner as possible and take appropriate corrective action, if warranted.
7. If the individual feels uncomfortable notifying any of the above-referenced individuals, they may report the harassment/bullying utilizing AURA's IntegrityLine. Procedures for accessing IntegrityLine are available on the AURA website.
8. No employee will be subject to any form of retaliation or discipline for legitimately pursuing a complaint. An investigation of all complaints will be undertaken immediately.
9. The Center/Site Director or a designee will make complaint and investigation procedures available to covered individuals.
10. AURA encourages employees to discuss questions regarding discrimination, harassment and/or bullying with the site Human Resources representative.

G. Confidentiality

During the complaint process, while the confidentiality of the information received, the privacy of the individuals involved, and the wishes of the complaining person regarding action by the office cannot be guaranteed in every instance, they will be protected to as great a degree as is legally possible. The expressed wishes of the complaining person for confidentiality will be considered in the context of the company's legal obligation to act upon the charge and the right of the charged party to obtain information. In most cases, however, confidentiality will be strictly maintained by the organization and those involved in the investigation. In addition, any notes or documents written by or received by the person(s) conducting the investigation will be kept confidential to the extent possible and according to any existing state or federal laws.

H. Discipline

Any supervisor, contractor, visitor, or other employee who has been found by AURA, after an appropriate investigation, to have engaged in harassment, sexual or otherwise, and/or bullying behavior towards another employee will be subject to corrective and/or other disciplinary action, up to and including termination.

I. Retaliation

AURA expressly prohibits retaliation against an employee or individual who has made a good-faith complaint of harassment, bullying or any other prohibited behavior, cooperated with the investigation of a complaint, or acted as a witness during the investigation of a complaint. AURA management will take sufficient steps to protect the complainant from retaliation during and following the complaint and investigation. Any employee who retaliates against another employee or individual in violation of this policy shall be subject to appropriate disciplinary action, up to and including termination.

J. Reporting

The AURA Chief of Staff is responsible for ensuring compliance with applicable laws, regulations, agreement terms and conditions that require external reporting of actions taken under this policy.

XXVI. COMMUNICABLE AND LIFE-THREATENING ILLNESS POLICY

AURA is committed to providing a safe and healthy work environment.

AURA recognizes that employees with communicable or life threatening illnesses, including but not limited to tuberculosis, hepatitis, SARS, cancer, heart disease, HIV/AIDS, may wish to continue working for as long as their condition allows, providing the employee's condition does not pose a threat to the health of other employee's

A. POLICY

As with any illness or disability, employees are permitted to continue to work so long as acceptable performance standards are met and medical evidence indicates that their illness is not a threat to others. Such persons will be treated consistently with other employees. If an employee with a life-threatening illness requests a job accommodation for his or her medical condition, the employee will present to the Human Resources Manager a written medical opinion from the employee's attending physical that he or she:

- 1) is medically able to work.
- 2) needs reasonable accommodation
- 3) that the employee's continued presence at work poses no threat of harm to the employee or his or her fellow co-workers and visitors. AURA may request a second opinion by a medical doctor of its choice.

When a supervisor or manager receives information that an employee has or is suspected of having a life-threatening illness, the Human Resource Manager must be notified immediately.

Any employee diagnosed with a communicable or life-threatening illness is entitled, as is any other employee, to confidentiality of information regarding his or her medical condition and records. All precautions to protect such information will be taken.

Employees who feel threatened by a co-worker's life-threatening illness will be provided the opportunity to transfer or apply for another position if such an opportunity exists. No other accommodation will be provided so long as medical advice indicated the work environment is a safe one. Education will be provided to members of such a work group as necessary.

B. THE HUMAN RESOURCE MANAGER WILL:

1. Act as the coordinator in seeking advice from the medical profession regarding continuation/curtailment of employment for the afflicted employee, and will take appropriate action to protect the health of others;
2. Provide employees with education and information on terminal and communicable diseases, as needed;

3. Assist in providing reasonable accommodations for afflicted employees to include, but not limited to transfer, job modifications, and other employment action if such opportunity exists;
4. Consult with the affected employee to assist the employee in managing medical, dental, leave and other benefits.

An employee with a life-threatening illness will be encouraged to seek assistance from established community support groups for medical treatment and counseling services.

XXVII. AURA CENTER EMPLOYEE CONGRESSIONAL RELATIONS

A. BACKGROUND

It is the policy of AURA to adhere completely to the policy of the Federal Government, which forbids any reimbursement to AURA of all costs associated with attempting to influence Federal or state legislation by communicating with any member or employee of the Congress or a state legislature about the introduction, enactment, or modification of such legislation.

1. This prohibition includes communications with Congress or Congressional staffs seeking greater or different appropriations of funds to Federal agencies that support the activities of AURA.
2. The costs of seeking to influence legislation through preparing, distributing, or using publicity or urging members of the public to contribute to any lobbying effort or letter writing campaign are similarly unallowable.

B. GUIDELINES

1. Accordingly, to protect the integrity of AURA's funding, AURA Center employees may not engage in these activities on behalf of AURA Centers, on AURA Centers' time, or with AURA Centers' funds.
2. This policy does not limit or affect the right of any employee to communicate individually with any member or official of Congress or a state legislature in an attempt to influence legislation, as long as the employee does not purport to speak for or on behalf of AURA, acts on the employee's own time, and does not utilize any AURA funds.
3. This policy does not apply to responding to documented requests from a member or official of Congress for technical and factual presentation of information on topics directly related to the performance of any AURA contract through testimony, statements, or letters.

XXVIII. DRUG-FREE WORKPLACE

A. POLICY

AURA recognizes the problems that illegal drugs have created in society and the workplace. The federal government in implementing the Drug-Free Workplace Act of 1988 requires federal contractors to certify to their contracting agency that they will maintain a drug-free workplace. In order to comply with the provisions of the Act, AURA has immediately adopted the following policy.

B. PROCEDURE

1. AURA employees are expected and required to report to work on a timely basis and in appropriate mental and physical condition for work. It is AURA's intent and obligation to provide a drug-free, healthful, safe, and secure work environment.
2. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance on AURA premises or while conducting official business off AURA premises, is absolutely prohibited. Violations of this policy will result in disciplinary action, up to and including termination, and may have legal consequences.
3. Employees must, as a condition of employment, abide by the terms of this policy and report any conviction under a criminal drug law for violations occurring on or off AURA, premises while conducting official business. A report of a conviction must be made to the Center Human Resources Office within five (5) days after the conviction. (This requirement is mandated by the Drug-Free Workplace Act of 1988.)
4. Each AURA Center will notify its contracting agency within ten (10) days after receiving notice of employee convictions for drug law violations occurring on or off site while conducting official business.
5. Each AURA Center has established a drug-free awareness program by informing employees about the danger of drug abuse. Resources are available through the Center Human Resources Office as to the availability of drug counseling, rehabilitation, and group health insurance benefits. The AURA Center may require satisfactory participation in a drug abuse assistance or rehabilitation program for convicted employees.
6. AURA wide, or Center specific, substance abuse policies may be implemented to maintain a drug-free workplace. Such policies shall be reviewed and approved by the AURA Board of Directors prior to implementation.
7. Each AURA Center will continue to make a good faith effort to maintain a drug-free workplace through the actions stated above.

XXIX. AURA AWARDS

A. POLICY

AURA recognizes and encourages outstanding contributions to science and to service to the astronomy community at AURA Centers. Accordingly, AURA has established the "AURA Outstanding Achievement Award Program."

B. PROCEDURE FOR INDIVIDUAL AWARDS

Each Center Director shall nominate annually one or two AURA staff members or a team for each award; science, service, and technology. Awards are limited to one each per Center annually for recognition of: outstanding science achievement, outstanding service achievement and outstanding technological achievement. Nominations shall be submitted to the President, who will make the selection. For the Science Award, the President will consult with the relevant Management Council chair and vice chair.

The President (or his or her designee) shall present the awards. Each awardee shall receive a certificate stating the award and \$1,500 (taxable to awardee as income). After presentation, AURA will notify the appropriate Management Council (OC, SOC, STIC, AOC-G, AMCL) and will ensure that an announcement appears in the relevant Center newsletter.

In addition there is recognition for excellence in a non-monetary award for team efforts across Center and astronomical community lines.

1. ELIGIBILITY

All AURA staff members are eligible to receive these awards.

2. CRITERIA

a. For Science Awards, the following criteria apply:

- i. Demonstrated excellence in science.
- ii. Focus on scientific achievement during the previous calendar year, combined with a strong record of scientific achievement during the previous three (3) years (as applicable).
- iii. Observational work, theoretical work, or innovative instrument development shall be honored; the research or instrument for which the award is to be based should make, or have the clear potential to make, a significant effect on astronomy and astrophysics.

b. For Service Awards, the following criteria apply:

- i. Demonstrated excellence in service in any organizational role, including administration.

- ii. Focus on service contribution during the previous calendar year--either directly or indirectly to astronomy and/or in the support of the mission of the relevant Center.
 - iii. Performance above and beyond the specifications of the job assigned.
- c. For Team Awards, the following criteria apply:

Any Center Director may nominate a group of individuals for an AURA Team Award. The award may recognize science, service, technology and innovation or some combination thereof.

 - i. A team will consist of three or more individuals consisting of staff from one or more AURA Centers and collaborating personnel from AURA Member Institutions.
 - ii. A Team Award will recognize sustained, extraordinary performance and achievement by a team of scientists, engineers, managers and administrators in making a contribution to science, service, or technology and innovation. Such achievement may encompass several years of effort.
 - iii. All nominations must be submitted to the President by January 30. The President will review the nominations in February and the awards will be announced at the annual Member Representatives meeting.
- d. For Technology and Innovation Awards, the following criteria apply:
 - i. Demonstrated excellence in an area of technology including but not limited to engineering design, and software development.
 - ii. Significant innovative contribution during the previous calendar year in support of the mission of the Center.

3. SCHEDULE

Center Directors shall submit nominations for the previous year to the President by January 30 of each year. The President will review the nominations in February, and the awards will be announced at the annual Member Representatives meeting, or as soon thereafter as possible.

XXX. SABBATICAL LEAVE FOR RESEARCH SCIENCE STAFF

Policy

Sabbatical leave is available for research science staff (as defined by AURA policy B-III). It is to be used for pursuits that cannot be accomplished in regular employment status and may be granted to increase the individual's effectiveness and efficiency for greater service to the organization. Sabbatical leave is not regarded as an extension of, or an increase in, vacation, nor is it intended for increased financial advantage, or as a reward for years of service. In general, sabbatical leave shall be for:

- a. Study, research and/or professional writing;
- b. Travel, as approved by the Center Director.

1. Eligibility and Frequency of Leave

Sabbatical leave may be granted after six (6) years of service and no more often than seven (7) years subsequent to the commencement of the last sabbatical.

2. Duration of Leave and Salary

- a. At the option of the employee, leave may be for one year at 1/2 salary, or one-half year or less at full salary.
- b. An absence of less than 1/2 year will not change the employee's eligibility for subsequent sabbatical leaves.
- c. An employee may combine sabbatical leave with a foundation or other grant made either to the employee or to AURA on behalf of the employee. For example, an employee may arrange a full year's leave of absence, of which 1/2 year could be sabbatical leave with full salary from AURA, and the other 1/2 year could be leave of absence without salary, as far as AURA is concerned, but with payments being available under the foundation or other grant, either directly to the employee, or through AURA.

3. Approval Requirement

Approval may be granted by the Center Director. The Center Director will designate other approvals within the Center as may be required. The Center Director will report individuals on sabbatical the Center's Management Council no less frequently than annually. Availability of sabbatical leave may be limited by the Center's financial constraints and/or work requirements.

4. Obligation to Return

The employee is expected to return and serve for a period equal to the time away, but in no case less than six months. A written report of activities and accomplishments during the Sabbatical Leave shall be submitted to the Center Director, or his/her designee, upon return to the AURA Center.

5. Failure to Return After Sabbatical Leave

In the event a staff member fails to return to his/her regular Center position, the employee will be terminated, unless extenuating circumstances warrant a special consideration and decision by the Center Director. AURA reserves the right to recover all sabbatical pay and insurance premiums paid on the behalf of the sabbatical status employee in the event he/she fails to return.

6. Benefits

Benefits will accrue while on sabbatical leave.

XXXI. RELOCATION POLICY

A. RELOCATION POLICY

1. Subject to certain limitations and conditions, generally, full-time employees recruited from or transferred to locations beyond a 50-mile radius of the Center may be eligible to receive one-way travel and limited relocation assistance for the employee and his/her immediate household members. Relocation assistance is not permitted for terms of employment less than one year.
 - a. "Immediate household members" are limited to individuals who would be considered an immediate family member and/or those in a relation equivalent thereto, and who share a household with the relocating employee. Eligibility for relocation of immediate household members is at the discretion of AURA and may be limited by immigration regulations. Some aspects of the relocation may be taxable. Please check with your personal tax advisor for more information.
 - b. Pets are not considered part of the household and the employee will be solely responsible for all expenses and arrangements associated with the relocation of his/her pet(s).
2. Each Center is responsible for determining the method of providing relocation assistance. Assistance may be provided either by Center-arranged relocation services or by designating a limited lump sum amount to cover these relocation services. Relocation assistance is intended to provide reasonable assistance with expenses to reduce hardships encountered when employees are moved from one location to another. The assistance is not intended to, nor can it, cover all expenses an employee may incur when relocating for employment purposes. Expenses eligible for relocation assistance will be determined by each AURA Center pursuant to regulation and contract provisions.
 - a. All costs associated with relocations must be incurred within six (6) months of the employee's start date or date of transfer. All receipts must be submitted within 60 days of the physical move in order to be eligible for reimbursement. Exceptions require the approval of the Center Director, or designee. The employee will be reimbursed reasonable and actual expenses for lodgings, meals and incidental expenses in accord with Section B, Article XIX paragraph B.4.
 - b. When authorized by the Center Director a relocated employee may receive, separate from other relocation assistance, a lump sum Relocation Payment (RP) subject to any applicable taxes for incidental expenses at the time of the move. This payment is not to be viewed as a benefit to which employees with similar duties and qualifications are entitled and the payment shall not exceed the equivalent of one month of the employee's annual basic pay. The payment is not considered part of the rate of basic pay for any purpose.

3. Relocating individuals will be entitled to shipment of limited household goods from one location to the point of destination. In addition, AURA may pay for movement of authorized household goods into and out of a warehouse and for up to 30 days in transit storage. Insurance on household goods shipments may be provided in the base moving rate. If insurance is not provided in the base moving rate, any insurance desired by the employee must be purchased at the employee's expense.
 - a. AURA reserves the right to refuse to pay for the shipment of items not usually considered part of household effects. An individual relocating should clear all expenses with the Human Resources representative at the appropriate AURA Center before incurring the costs to avoid the risk of an expense being determined as ineligible under the program.
4. A new or transferred employee for whom AURA is paying relocation expenses must agree to reimburse AURA for all relocation-related expenses, including any relocation payment (if applicable), if the employee terminates or is terminated within one year from the date of hire or transfer. That reimbursement is due at the time of termination.
5. Exceptions to this policy may be made by the AURA Center Director.
6. Moves to and from Chile are covered by the Unique Policies and Procedures Chile document, Section B., XXIII.

XXXII. AURA PRE-EMPLOYMENT SCREENING POLICY

A. AURA PRE-EMPLOYMENT SCREENING POLICY

To ensure that individuals who join AURA are well qualified and have a strong potential to be productive and successful and to help ensure that AURA maintains a safe and productive work environment, AURA will perform certain basic pre-employment screenings on all newly hired staff members. In addition, AURA may conduct more extensive screenings, based on business necessity (e.g. liability, mitigation of risk); or as required by regulation/law, on newly hired staff and existing employees who fill, or are promoted to, specific positions identified by AURA..

Screenings are conducted based on the identification and personal information provided by the candidate. AURA relies upon the accuracy of information contained in the employment application as well as the accuracy of other data presented throughout the hiring process and employment, including any oral interviews. Pre-Employment screenings may include verification of information provided on the completed application for employment, the applicant's resume, or on other forms used in the hiring process. Any misrepresentations, falsifications, or material omissions in any of the information or data, no matter when discovered, may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

Offers of employment are conditional upon a pre-employment screening that is acceptable to the AURA, at AURA's sole discretion. Any applicant who refuses to sign a pre-employment screening release and/or fails to provide required references will not be eligible for employment.

1. Basic Pre-Employment Screenings

Once preliminary hiring decisions have been made, the following screening(s), as required, will be conducted for individuals selected for hire:

- a) **Prior Employment Verification:** A verification of applicant's prior employment with his/her last two employers, or for the last seven years, whichever is greater. This may include dates of employment, position(s) held, and any additional information available pertaining to salary/wages, performance, reason for departure, and eligibility for rehire.
- b) **Professional References:** Individuals listed as references by an applicant who may attest to the knowledge, skills, and abilities of the individual with respect to the position for which the applicant has applied.
- c) **Professional License or Certification (if required):** Verification of status of licenses or certifications that may be required for the applicant to execute the position responsibilities.

2. Additional Pre-Employment Screenings

When filling certain positions specifically identified by AURA and/or its Centers, or as required by regulation or law, one or more of the following additional screenings may be conducted once a conditional offer of employment is made to new staff. To the extent established in the related respective procedures, such additional screenings will also be required for existing employees who move into these same positions who have not held a position requiring the screening in the past.

- a) Criminal: A check for criminal convictions in Federal, State and/or local/county (based on past residence) records for a period of up to seven years.
- b) Educational Verification – A confirmation of the applicant's claimed educational institution, including the years attended and the degree/diploma received.
- c) Motor Vehicle Record: provides a report on an individual's driving history in the state requested.
- d) Drug-Screening: Submission to third-party testing for use of prohibited drugs.

If determined to be required for its operation, any AURA Center, upon approval of the Center Director, may implement one or more of the additional pre-employment screenings, even if those screenings are not otherwise being implemented by AURA across the corporation.

Prior to it implementing any of the above additional pre-employment screenings, the AURA Corporate Office will present the related procedures to the AURA Board for evaluation and approval.

3. Skill Tests and Assessments

Employment screening assessments to determine an applicant's job fit may also be required of applicants for employment. Skills tests related to the demands of the job may be required. All assessments and skill tests will be evaluated to determine job-relatedness and will be administered in a consistent fashion to reduce or eliminate the possibility of discriminatory impact.

4. Procedural Implementation

AURA shall establish procedures for compliance with this policy as well as guidelines for evaluating the acceptability of information gathered during a pre-employment screening. Such procedures shall incorporate EEOC guidance, and shall be developed ensuring compliance with all applicable Federal and State laws/regulations including the Fair Credit Reporting Act (FCRA).

Any Center-specific procedures established must be approved by the AURA Corporate Office to ensure consistency as well as compliance with EEOC guidance and applicable law/regulations.

AURA reserves the right to modify this policy at any time with or without notice.

XXXII. AURA PRE-EMPLOYMENT SCREENING POLICY

A. AURA PRE-EMPLOYMENT SCREENING POLICY

To ensure that individuals who join AURA are well qualified and have a strong potential to be productive and successful and to help ensure that AURA maintains a safe and productive work environment, AURA will perform certain basic pre-employment screenings on all newly hired staff members. In addition, AURA may conduct more extensive screenings, based on business necessity (e.g. liability, mitigation of risk); or as required by regulation/law, on newly hired staff and existing employees who fill, or are promoted to, specific positions identified by AURA..

Screenings are conducted based on the identification and personal information provided by the candidate. AURA relies upon the accuracy of information contained in the employment application as well as the accuracy of other data presented throughout the hiring process and employment, including any oral interviews. Pre-Employment screenings may include verification of information provided on the completed application for employment, the applicant's resume, or on other forms used in the hiring process. Any misrepresentations, falsifications, or material omissions in any of the information or data, no matter when discovered, may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

Offers of employment are conditional upon a pre-employment screening that is acceptable to the AURA, at AURA's sole discretion. Any applicant who refuses to sign a pre-employment screening release and/or fails to provide required references will not be eligible for employment.

1. Basic Pre-Employment Screenings

Once preliminary hiring decisions have been made, the following screening(s), as required, will be conducted for individuals selected for hire:

- a) **Prior Employment Verification:** A verification of applicant's prior employment with his/her last two employers, or for the last seven years, whichever is greater. This may include dates of employment, position(s) held, and any additional information available pertaining to salary/wages, performance, reason for departure, and eligibility for rehire.
- b) **Professional References:** Individuals listed as references by an applicant who may attest to the knowledge, skills, and abilities of the individual with respect to the position for which the applicant has applied.
- c) **Professional License or Certification (if required):** Verification of status of licenses or certifications that may be required for the applicant to execute the position responsibilities.

2. Additional Pre-Employment Screenings

When filling certain positions specifically identified by AURA and/or its Centers, or as required by regulation or law, one or more of the following additional screenings may be conducted once a conditional offer of employment is made to new staff. To the extent established in the related respective procedures, such additional screenings will also be required for existing employees who move into these same positions who have not held a position requiring the screening in the past.

- a) Criminal: A check for criminal convictions in Federal, State and/or local/county (based on past residence) records for a period of up to seven years.
- b) Educational Verification – A confirmation of the applicant's claimed educational institution, including the years attended and the degree/diploma received.
- c) Motor Vehicle Record: provides a report on an individual's driving history in the state requested.
- d) Drug-Screening: Submission to third-party testing for use of prohibited drugs.

If determined to be required for its operation, any AURA Center, upon approval of the Center Director, may implement one or more of the additional pre-employment screenings, even if those screenings are not otherwise being implemented by AURA across the corporation.

Prior to it implementing any of the above additional pre-employment screenings, the AURA Corporate Office will present the related procedures to the AURA Board for evaluation and approval.

3. Skill Tests and Assessments

Employment screening assessments to determine an applicant's job fit may also be required of applicants for employment. Skills tests related to the demands of the job may be required. All assessments and skill tests will be evaluated to determine job-relatedness and will be administered in a consistent fashion to reduce or eliminate the possibility of discriminatory impact.

4. Procedural Implementation

AURA shall establish procedures for compliance with this policy as well as guidelines for evaluating the acceptability of information gathered during a pre-employment screening. Such procedures shall incorporate EEOC guidance, and shall be developed ensuring compliance with all applicable Federal and State laws/regulations including the Fair Credit Reporting Act (FCRA).

Any Center-specific procedures established must be approved by the AURA Corporate Office to ensure consistency as well as compliance with EEOC guidance and applicable law/regulations.

AURA reserves the right to modify this policy at any time with or without notice.