

2021

LEADER IN ALL WE DO



DOYON
— *Limited* —

PERSONNEL POLICIES

July 2021

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EMPLOYMENT BASICS

100 TO ALL EMPLOYEES

Good communication is key to job satisfaction and performance. The more employees know about Doyon, Limited (“Doyon”), the more effective they will be in helping Doyon fulfill its mission.

Doyon’s Mission: To continually enhance our position as a financially strong Native corporation in order to promote the economic and social well-being of our shareholders and future shareholders, to strengthen our Native way of life, and to protect and enhance our land and resources.

The purpose of these personnel policies is to bring together, in one convenient document, a summary of the policies that affect employees. The personnel policies should be read periodically during the course of employment, and employees should refer back to them whenever there is a question. Employees are also responsible for reviewing changes and updates.

Nothing in these personnel policies are intended to prohibit or limit employee protected rights to engage in concerted activity, as allowed by applicable law.

101 INTRODUCTION

It is important to begin by describing what these personnel policies are, as well as what they are not.

- A. They are a summary of Doyon’s personnel policies. They revoke and supersede any prior summaries or statements of personnel policies and will resolve any inconsistencies with other written materials (except written employment or collective bargaining agreements) or unwritten practices.
- B. They are an evolving document, which will be revised and updated from time to time.
- C. They are not an employee’s only source of information on employment-related issues, although they will probably be the best place to start finding answers to questions. If a question is not addressed, an employee should talk with their supervisor or Human Resources.
- D. They are not a contract of employment – absent a written employment agreement, all employment is “at will” where the employee is free to terminate employment at any time for any reason; likewise, Doyon is free to terminate employment at any time for any lawful reason. Doyon hopes the employment relationship is rewarding for all employees. No one at Doyon has the authority to make any other representations or agreements inconsistent with these policies, except in writing with the prior authorization of the President and CEO.

102 DOYON PREFERENCE

Doyon grants preference to qualified Doyon shareholders first, and second to qualified shareholders of other Alaska Native corporations that grant a similar preference in all phases of employment and training, which include, but are not limited to hiring, promotion, layoff, transfer, and training.

103 EQUAL EMPLOYMENT OPPORTUNITY

With the exception of Doyon's preference policy, Doyon does not discriminate on the basis of race, religion, color, national origin, age, disability, sex, sexual orientation, gender identity or trans gender status, or any other classifications protected by law. Doyon believes it is important to provide equal terms and conditions of employment to all employees, including but not limited to: hiring, placement, promotion, evaluation, termination, layoff, recall, transfers, and leaves of absence, compensation and training.

104 RECRUITMENT AND SELECTION

The recruitment of quality staff is crucial to the objectives and continued success of Doyon. Doyon's recruitment and selection processes comply with legal, regulatory, and policy requirements. Vacant positions typically will be advertised to enhance fairness and consistency. Doyon will conduct an internal and/or external recruitment selection process to attract qualified individuals as well as reaffirm Doyon's shareholder hire commitment.

When a position vacancy occurs or a new position is created, recruitment will be conducted in the following manner:

- External Recruitment – *The posting period is generally 14 calendar days.*
- Internal Recruitment – This can be conducted simultaneously with External Recruitment. *The minimum posting period is five calendar days for current Doyon Family of Companies employees.*
- Temporary Hire– Occasionally, a temporary hire may be needed to backfill an existing position, or extra coverage may be needed on a short-term basis. *When the need for a temporary hire is known in advance, the position will be posted as an external recruitment.*
- Emergency Hire – Occasionally an unexpected and unavoidable vacancy or need may occur, calling for an emergency hire. Doyon may hire employees for positions in an emergency assignment to meet operational needs. All relevant labor agreements and personnel policies will apply to these assignments. *Emergency assignments may not exceed 90 days.*

A regular External and/or Internal Recruitment must be conducted using the normal hiring process to fill the position on a regular basis. This can happen simultaneously with the Emergency Hire. Only the President/CEO or designee can approve an Emergency Hire. *There is no posting period required for an Emergency Hire.*

All employment offers will be in writing. All positions will be posted through the current applicant tracking system. Exceptions to this policy should be based on business necessity and must be approved by the President/CEO or designee.

105 HIRING OF MINORS

Doyon complies with Alaska Child Labor Laws and other laws that apply when hiring minors. Over and above the child labor laws, Doyon requires that all employees be at least 16 years of age. During the course of employment, minors are not permitted to drive Doyon provided vehicles, nor travel for business purposes outside of the location where they are employed.

106 EMPLOYMENT OF RELATIVES

To avoid a conflict of interest or an apparent conflict of interest, no employee may initiate or participate in, directly or indirectly, decisions involving initial hire or rehire, promotion, salary, performance appraisals, work assignments or other working conditions of those closely related by blood or marriage, membership in the same household, including domestic partners.

No employee will be permitted to work within the supervisory chain of a close relative, where the relative exercises supervisory or managerial responsibility with regard to the employee; where the close relative is in a position to materially affect the employee's work responsibilities, salary or career progress; or, where Doyon believes an inherent conflict of interest may exist.

For purposes of this policy "close relative" is defined as a spouse, child, parent, sibling, grandparent, grandchild, corresponding in-law or step-relation. This policy also applies to individuals who are not legally related but who reside with one another, or who have a relationship that is equivalent to one of the relationships listed.

Other Relationships: Doyon reserves the right to determine that other relationships (e.g., dating, etc.) not specifically identified in this policy may represent an actual or potential conflict of interest to Doyon. In any case where Doyon determines that a relationship between two employees presents an actual or potential conflict of interest, Doyon may take whatever action it determines to be appropriate.

107 CLASSIFICATION OF EMPLOYEES

Wage or salary, benefits, and job duties are affected, in part, by employee classification and job title. The following are the employee classifications used at Doyon. Employees may fall into more than one of these categories:

- A. **Orientation Employee:** An employee who is still within the orientation period (generally 90 days), either as a new employee or as an existing employee who has assumed a new position.
- B. **Regular Employee:** An employee who is hired with the expectation of ongoing employment and is benefit eligible. Regular employees are required to complete the orientation period.
- C. **Full-Time Employee:** An employee who is hired to work an average of 30 hours or more

per week, or as otherwise defined.

- D. **Part-Time Employee:** An employee who is hired to work an average of less than 30 hours per week.
- E. **Intern:** An employee receiving supervised training in pursuit of gaining practical job experience.
- F. **Temporary or Seasonal Employee:** An employee who is hired with the expectation that they will work for a specified period of time, typically not more than six months, or who is hired to work on an intermittent or as-needed basis.
- G. **Non-exempt Employee:** An employee who is included in the minimum wage and overtime provisions of the wage and hour laws. Non-exempt employees are eligible for compensation for all overtime hours actually worked in accordance with applicable state and federal law.
- H. **Exempt Employee:** An employee who is paid a fixed salary and meets the criteria for exclusion from the wage and hour laws for overtime.

108 ORIENTATION PERIOD

All new full-time employees, except as otherwise noted in an offer letter or contract, shall serve an initial orientation period of 90 days, which may be unilaterally extended by the employee's supervisor for such additional time as the supervisor and/or Human Resources believe is necessary. Part-time, Temporary/Seasonal, Interns and Emergency Hires are not subject to an orientation period.

The purpose of the orientation period is to permit Doyon to determine whether it will offer the employee regular employment status. During the orientation period, employees will be expected to demonstrate they possess the level of experience, skills and abilities represented to Doyon during the hiring process and they will, to a reasonable degree of probability, meet Doyon's standards for the position. Employees are encouraged to use the orientation period to determine whether the new position meets their expectations.

During the orientation period, either Doyon or the employee may terminate the employment for any reason, with or without cause or advance notice. Any such termination will not be subject to the grievance process in these policies. After successfully completing the orientation period, the employee or Doyon can still terminate the relationship at any time for any reason, but the employee will have the option to grieve the termination in accordance with these policies.

Employees should refer to the benefits section (600) of these policies for information about benefits eligibility. At the end of the orientation period, a full-time employee will assume regular status, have their orientation period extended, or be terminated.

Employees who have attained regular employee status in one position, but who transfer or are promoted to a new position with the same or a different member of the Doyon Family of Companies, may be considered to be an orientation employee in their new position. Employees

transferring to a new position with the same company without a break in service will have their benefits continue without interruption. Employees transferring to a new company within the Doyon Family of Companies are usually eligible for benefit programs offered at their new company. Their adjusted eligibility date will reflect service from their former company (See Policy 616 Bridge in Service.)

109 WORKWEEK AND SCHEDULING

For payroll purposes, the workweek begins at 12:00 a.m. on Sunday and ends at 11:59 p.m. on the following Saturday. Doyon's normal business hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday. The normal workday for a full-time employee is eight hours plus an unpaid meal period of 60 minutes. Doyon may establish other workdays or workweeks for individual employees or certain positions, in compliance with business needs and applicable law.

Employees may receive two paid breaks of 15 continuous minutes per day. Break times are granted and set at the discretion of the supervisor. Unused breaks cannot be added to lunch periods or used to shorten an employee's workday. Breaks are a privilege, not an entitlement and are not required by applicable law in Alaska.

Supervisors establish work schedules. If an employee is assigned a shift other than the normal one described above, the employee will be given advance notice whenever possible. Employees are expected to work all hours and days assigned. Requests for schedule changes or for particular days off must be made in advance and approved by the supervisor.

110 OVERTIME

As the need arises, non-exempt employees may be required to work overtime. When possible, advance notification of mandatory overtime assignments will be provided.

All overtime work must receive the supervisor's prior authorization and must be accurately and completely recorded on the employee's time sheet. Non-exempt employees are prohibited from working "off the clock" (working without recording the hours). Overtime compensation is paid to all non-exempt employees in accordance with federal and state wage and hour laws. Generally, non-exempt employees are entitled to overtime compensation for all hours worked in excess of eight hours per day or 40 hours per week.

Failure to work assigned overtime or working overtime without a supervisor's prior authorization may result in corrective action. Supervisors are cautioned about calling, emailing, or sending text messages to non-exempt employees after regular business hours. Time spent by hourly employees responding to work related calls, e-mails or text messages from a supervisor may be compensable as authorized overtime.

Overtime compensation is based only on actual hours worked. Non-worked paid hours, such as paid time off ("PTO"), jury duty, any leave of absence or paid holidays, are not considered hours worked for the purposes of overtime calculations.

111 REIMBURSABLE AND TRAVEL EXPENSES

Employees will be reimbursed only for reasonable and necessary expenses which have been authorized by their supervisor. Upon submission of the receipts, employees shall be reimbursed for travel expenses in accordance with the Doyon Travel Policy and applicable Internal Revenue Service regulations. Reimbursement is conditioned upon timely submission of expense reports accompanied by all appropriate documentation, including receipts for expenses.

An employee traveling from home before their regular workday and returning to their home at the end of the workday is engaged in ordinary home to work travel. Such time is not considered work time. This is true whether they work at a fixed location or at different job sites.

The following provides examples of compensable travel time for non-exempt employees:

Home to work on a special one-day assignment in another city: An employee traveling for work from their regular work site to an out-of-town business/training that consists of one working day is considered a one-day assignment in another city. The entire time spent in travel, less the employee's normal commute and meal time, is compensable.

Travel away from home: Overnight travel to another location for work away from the regular work site is considered travel away from home.

Compensable travel time for non-exempt employees includes any hours traveled from the time the employee arrives at the airport or leaves in a vehicle until the time they arrive to their destination. Regular meal time is not compensable.

Supervisors have the ability to change schedules on travel days. As much as practical, supervisors should change schedules on travel days so non-exempt employees are compensated for an eight-hour day.

112 TIMEKEEPING

Accurately recording time worked is the responsibility of every employee. If an employee questions whether certain types of hours are compensable, such as travel time, the employee should ask their supervisor or Human Resources.

Tampering with, altering, or falsifying timesheets or recording time on another employee's timesheet, may result in corrective action, up to and including termination of employment. Non-exempt employees cannot work "off the clock" (working without recording the hours).

It is the employee's responsibility to submit accurate timesheets and to certify the accuracy of all time recorded. The supervisor will review and approve the timesheet before submitting it for payroll processing. If corrections and modifications are made to a timesheet both the employee and the supervisor must verify the accuracy of the changes.

113 PAYDAYS

Employee's pay will include earnings for all work performed through the end of the previous payroll period. In the event that a regularly scheduled payday falls on a holiday, employees will be paid the previous business day.

Employees are encouraged to have their funds deposited directly into the bank account of their choice. Contact Payroll for more information.

114 ADMINISTRATIVE PAY CORRECTIONS

Doyon takes all reasonable steps to assure employees receive the correct amount of pay. In the event there is an error in the amount of pay, the employee should promptly bring the discrepancy to Payroll's attention so corrections can be made. Pay corrections and adjustments will generally be made in the next regularly scheduled pay date. As a condition of employment, employees consent to Doyon deducting appropriate amounts from their pay to correct overpayments of wages or paid time off taken in advance of the date the employee is entitled to it, or any other amounts Doyon is lawfully entitled to deduct in accordance with applicable wage and hour laws and Doyon policy.

115 PERFORMANCE EVALUATIONS/FEEDBACK REVIEW PROCESS

The feedback review process provides a means for discussing, planning and reviewing the performance of each full and part time regular status employee. Feedback reviews will generally be conducted after 90 days of employment for new hires, and then semi-annually. All managers are responsible for the timely and equitable assessment of the performance and contribution of subordinate employees.

116 WORKER'S COMPENSATION

Doyon provides Workers Compensation insurance as required by law. This program generally covers all injuries and illnesses sustained in the course of employment that requires medical treatment. Any employee who sustains a work-related injury or illness is required to inform their supervisor and Human Resources as soon as reasonably possible. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage. Failure to report a work related injury may result in corrective action, up to and including termination of employment. Employees who sustain a work related injury and are out of the office beyond the first three days will be compensated exclusively through Doyon, Limited's Workers Compensation insurance carrier.

117 REASONABLE ACCOMMODATION

It is Doyon's policy to comply with the Americans With Disabilities Act that prohibits discrimination against individuals with disabilities in all aspects of employment, including application, hiring, advancement, training, benefits or any other conditions of employment.

When an individual applicant or employee informs Doyon they have a disability, or is otherwise observed or perceived to have a disability which affects a major life function or may affect the employee's ability to perform essential job functions, Doyon will offer to engage in an interactive process with the individual on whether an appropriate workplace accommodation is needed and can be offered. Similarly, Doyon also provides reasonable accommodations for an employee's religious observances, practices and beliefs of which Doyon is made aware in accordance with applicable law. See Human Resources for further details.

118 TEMPORARY DUTY ASSIGNMENTS

It is Doyon's policy to return injured, disabled or pregnant workers who are unable to perform essential job functions to their regular position in the workplace as soon as possible. Doyon will make reasonable efforts to provide such workers with a temporary duty assignment within medically designated or written work restrictions, provided that a suitable temporary duty assignment is available. Government or insurance sponsored return to work programs may also be available.

119 NURSING MOTHERS IN THE WORKPLACE

The Patient Protection and Affordable Care Act (ACA) requires employers such as Doyon to provide nursing mothers in the workplace, the following:

- A. Unpaid breaks throughout the workday, for as long as reasonably needed, to express breast milk, during the period of up to one year after the birth of her child. The employee may also use any paid break times for lactation.
- B. A sanitary and functional place where the employee can express breast milk, that is not located in a bathroom, is private, shielded from view and where the employee will not be disturbed.
- C. The right to be treated respectfully, free from harassment, discrimination, bullying or retaliation when taking time for lactation while at work.

Questions about lactation in the workplace should be directed to Human Resources.

120 TELEWORK

Doyon values in-person interaction in the workplace and generally expects all employees to work from designated Doyon worksites. Doyon may allow or direct employees to telework at their home or at another site other than their assigned worksite on a temporary or as-needed basis.

Telework assignments are at Doyon's discretion, can be revoked at any time, and are dependent on workloads, infrastructure, as well as the department and an individual employee's performance, among other factors. To qualify for telework, an employee must request permission from his or her supervisor and Human Resources and hold a position that is telework feasible. For telework that lasts longer than two weeks in duration, the employee must sign a telework agreement. Taxes, insurance, and costs incurred to maintain an employee who teleworks must be budgeted and paid by the applicable department or subsidiary.

Questions about telework should be directed to Human Resources.

121 COMMUNICABLE DISEASES IN THE WORKPLACE

Doyon will review, evaluate and respond to any known or suspected instance of a communicable disease that may be transmitted in the workplace. In the case of an epidemic or pandemic, broad restrictions may be implemented to protect all employees, customers and others in the workplace.

Doyon's response will:

- a. Follow the advice and recommendations of public health agencies, such as the U.S. Public Health Service, the Centers for Disease Control & Prevention, and the Alaska Department of Health & Social Services, Division of Public Health;
- b. Comply with applicable federal, state and local public health and safety laws and orders; and
- c. Take into consideration the expressed desires and opinions of the employee(s) with such disease and the recommendations of health care providers, where reasonable under the circumstances.

Doyon recognizes that employees with a suspected or confirmed communicable disease may wish to continue their employment in the workplace. It is Doyon policy that such employees be treated fairly and without unlawful discrimination, harassment or retaliation. Doyon will grant leave or reasonable workplace accommodations to such employees in accordance with applicable law and Doyon policies.

Employees who know or reasonably suspect that they have a communicable disease have an obligation to advise their supervisor and Human Resources, and to conduct themselves responsibly for their own protection and the protection of others. They must not knowingly engage in any activity that creates a significant risk of transmission to others in the workplace.

Doyon reserves the right, in accordance with applicable law, to make decisions restricting or modifying job duties, business activities and access to facilities as a result of a communicable disease in the workplace. This may include, among other things, changes in job functions, location, or work schedule, and temporarily or permanently removing an employee from the work setting.

Additional information or procedures addressing specific communicable diseases, epidemics or pandemics will be distributed by the Human Resources and/or Communications Departments, as required.

122 SERVICE ANIMALS IN THE WORKPLACE

It is Doyon's policy to comply with applicable laws that allow disabled employees who require the assistance of a service animal, to have their service animals in the workplace; provided that the animal's presence does not create a danger to others or impose undue hardship for the company. Laws vary on what kind of animals qualify as a "service animal." The federal definition includes: "Any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability" (28 CFR 36.104). Under the laws of some locations, animals used for "care and comfort" but which are not individually trained to perform tasks for the benefit of a

disabled person, do not qualify as a “service animal.”

A service animal may be excluded from the workplace in certain circumstances, including the following (not an all-inclusive list):

- a) The animal causes adverse reactions in others, e.g., allergic reaction, fear, physical or psychological discomfort
- b) Distracts the owner or others from their work
- c) Reduces productivity or quality of work
- d) Barks or behaves aggressively toward others
- e) Soils or damages the workplace

Disabled employees wishing to bring a service animal into the workplaces should contact Human Resources for additional information, local requirements and procedures. Concerns about a service animal in the workplace should be reported to the owner’s supervisor, Human Resources or Ethical Advocate.

200 EMPLOYEE RECORDS

Employee workplace records are confidential and generally will not be disclosed by Doyon to those outside the company. Occasionally, Doyon may receive requests for documents from employee records as part of court proceedings, government activities or other lawful requests. It is Doyon's policy to respond to all such requests as required by applicable law. In all other situations, Doyon will only verify an employee's employment status, job title and dates of employment, unless the employee specifically authorizes Doyon in writing to release additional information.

With reasonable advance notice, employees may review their own personnel file in Doyon's offices in the presence of the individual appointed by Doyon to maintain the file. Employees may obtain copies of documents in their own personnel file upon reasonable notice and payment of a fee for copying costs. The first ten pages of the first requested copy are free. Employees may request the right to submit documents to Human Resources to be placed in their own personnel file.

201 EMPLOYEE DATA CHANGES

It is the responsibility of each employee to utilize the Human Resource Information System (HRIS) to keep employee information up to date. Those employees without access to the HRIS should promptly notify their supervisor or HR/Payroll of any changes in personal data, i.e. mailing addresses, telephone numbers, number and names of dependents, emergency contacts, educational accomplishments and other such information. Employee's information should be accurate and current at all times.

202 REQUESTS FOR INFORMATION, REFERENCES OR LETTERS OF RECOMMENDATION

In accordance with Policy 309 Confidential Business Information, employees must protect and avoid disclosing non-public information about Doyon personnel, either externally or internally to co-workers or departments who have no legitimate reason to receive it. Doyon will respond to requests for employment verification, references, or letters of recommendation, as follows:

Employment verification: All requests for employment information must be made in writing and be accompanied with an executed release from the current or former employee that allows Doyon to release the information. Only Human Resources is authorized to provide employment information or verification on behalf of Doyon. Without a signed release, Human Resources will verify only the following employment information: employee status, job title and dates of employment.

Employment or business references: Doyon does not provide oral or written employment or business references. An employment or business reference given by anyone in the company is considered a personal reference. Those providing personal references must clearly state that the reference is personal, it is not being made on behalf of Doyon; and Doyon will not be held liable for the content. Doyon letterhead should not be used for personal references, nor should

they be sent from a Doyon e-mail account.

Letters of recommendation: Doyon supervisors are occasionally asked to provide letters of recommendation for current or former employees who are applying for scholarships. Letters of recommendation on behalf of Doyon, are sometimes allowed and will be formally issued on Doyon letterhead. Supervisors must check with Human Resources for guidance and approval before providing a present or former employee with a letter of recommendation.

203 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Doyon has established policies and procedures to ensure the privacy of employees' health information associated with Doyon benefits plans, and has distributed a Notice of Privacy Practices describing employees' rights and responsibilities under the Health Insurance Portability and Accountability Act (HIPAA). Contact Human Resources for a copy of this notice or related questions.

204 EMPLOYEE INFORMATION PRIVACY

This policy provides information and guidance on the data privacy principles that govern Doyon and the types of Personal Data Doyon may collect from or about its applicants and employees, how Doyon uses and safeguards that data and with whom Doyon may share it.

A. Definitions

1. Personal Data: means any information relating to an identified or identifiable person who is a current or former Doyon employee or applicant for employment; an identifiable person is one who can be individuated, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his or her physical, physiological, mental, economic, cultural or social identity, or status as a shareholder of Doyon. Personal Data is also commonly referred to as "personal information" or "personally identifying information" or "PII"; Personal Data does not include anonymous data where the identity of the person has been removed.
2. Processing of Personal Data ("Processing"): any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, sharing, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction of Personal Data.

B. Policy. It is Doyon policy to:

1. Comply with all federal, state and local data privacy laws that are applicable to Doyon business operations, including those laws that apply to Personal Data. Such laws may include the Gramm-Leach-Bliley Act, the Fair Credit Reporting Act and the Alaska Personal Information Protection Act ("AK PIP Act"; AS 45.48), among others.
2. Collect Personal Data only for valid purposes that are relevant and consistent with the employment relationship and Doyon business operations, and not use Personal Data in any manner that is incompatible with such purposes.

3. Use Personal Data lawfully, fairly, and in good faith, as disclosed in this and other Doyon, policies and with transparent purposes and processes.
4. Keep and store Personal Data with reasonable security and limit access to authorized persons who have a “need to know” to perform job functions.
5. Retain Personal Data only for so long as required by law, or otherwise necessary to accomplish the purposes set forth in this policy; then dispose of Personal Data in a secure manner in accordance with the Doyon Records and Information Management (“RIM”) Program.

C. Personal Data Collected by Doyon. Doyon may collect, store and use the following categories of Personal Data about applicants and/or employees, among others:

1. Personal contact details such as name, title, addresses, telephone numbers, personal e-mail addresses, next of kin and emergency contact information.
2. Date of birth, gender, marital status and dependents.
3. Social Security Number.
4. Bank account information, payroll records and tax status information.
5. Salary, annual leave accrual, pension and benefits information.
6. Start date and, if different, the date of continuous employment.
7. Termination date and reason for leaving, which may include any exit interview.
8. Location of employment or workplace.
9. Driver’s license number, vehicle license plate number, driving history, e.g., DUI or driving related convictions or offenses.
10. Work restrictions, physical, mental, religious or other accommodations.
11. Company credit card number, expenses and statements, travel related information.
12. Recruitment information, e.g., copies of right to work documentation, references and other information included in a resume or cover letter or as part of the application process.
13. Education, training and skills history.
14. Employment records, e.g., job titles, work history, working hours, holidays, training records, professional licensing, memberships or certifications.
15. Compensation history, performance information, disciplinary and grievance information.

16. Security clearance, security footage and other information obtained through electronic means such as swipe card records, and security access credentials.
17. Information about access to and use of Doyon information technology and communications systems and office machines.
18. Photographs, video footage, images and biometric information (fingerprints, eye scan, etc.).
19. Race or ethnicity, immigration and visa information, Doyon shareholder status and Native blood quantum.
20. Health information, e.g., drug and alcohol testing, fit testing, medical records, disability, injury, health conditions, etc.
21. Information necessary to establish eligibility for family or medical leave, military service or other leave, insurance or benefits programs.
22. Background information, e.g., credit report, criminal convictions and offenses.

- D. **How Personal Data is Collected.** Doyon collects personal information about applicants and employees, including status as a Doyon shareholder, through the application and recruitment process, either directly from candidates, through the Doyon internal shareholder records system, or sometimes from an employment agency or background check provider.

Doyon may sometimes collect additional information from third parties including former employers, credit reference agencies or other background check agencies, public sources, or when provided by other employees, e.g., through a concerns reporting, disciplinary or grievance process.

Doyon collects additional personal information from employees, and about employees from third parties, e.g., vendors, service providers and clients, in the course of job-related activities throughout the duration of employment with the Doyon, Limited family of companies.

- E. **How Personal Data is Used.** Doyon uses employee personal information primarily in the course of the employment relationship or business operations, and to enable Doyon to comply with legal obligations. These include, the following, among other uses:
1. Determining eligibility for initial employment, including the verification of references and qualifications, and Doyon, Limited shareholder status or status as a shareholder of another Alaska Native Corporation.
 2. Administering pay and benefits, processing employee work-related requests and claims, e.g., leave requests, accommodation requests, workers compensation or insurance claims, etc.
 3. Establishing training, performance and/or development requirements, assessing qualifications for job positions or tasks and conducting performance reviews.

4. Making decisions about wages, salary, compensation and benefits.
5. Conducting internal investigations or reviews, gathering evidence or making decisions for disciplinary actions, grievances or terminations from employment.
6. Complying with health and safety laws and obligations; contacting family members in the event of an emergency.
7. Complying with applicable labor and employment or other laws.
8. Conducting and documenting training sessions and development requirements via live or on-line learning platforms.
9. Ensuring the security of Doyon, Limited confidential, proprietary and trade secret information.
10. Filing or defending claims or lawsuits involving the Doyon, Limited family of companies; preventing fraud, protecting Doyon's interests and the interests of Doyon shareholders, e.g., responding to government inquiries, agency requests for information or legal process.
11. For network and information security purposes, including preventing unauthorized access to Doyon technology and communications systems and preventing malware distribution.
12. For promotional or public relations purposes for the Doyon family of companies; Doyon may use employee images, audio or video recordings and photographs for internal and external communications or promotions, e.g., communications with customers, suppliers or shareholders, newsletters, brochures, media releases, reports and presentations, events and meetings, use on the Doyon web site and social media platforms such as Facebook, Twitter, Instagram, etc.
13. To conduct data analytics studies to review and better understand employee engagement, retention and attrition rates.
14. Working with third-party developed software applications and hosting providers, deemed reasonably secure, for purposes of internal or external communications, or to provide information or services to employees, shareholders, or other Doyon stakeholders.
15. Other purposes reasonably required by Doyon.

Applicants and employees consent to the collection, storage and use of their Personal Data in accordance with this policy, or as permitted by applicable law, as a condition of employment. Doyon, Limited may collect, store, use and process Personal Data in accordance with this policy without prior notice to, or the consent of, applicants or employees, unless otherwise required by applicable law.

300 ATTENDANCE

Regular attendance is essential to efficient business operations. Employees must report for work regularly and on time. If an employee is unable to report to work, or will be late, they must inform their supervisor as soon as possible, preferably before 5:00 p.m. on the preceding day or, if the employee works at a remote location, no later than 24 hours before the scheduled starting time. If the immediate supervisor is unavailable, a message must be left with any available supervisor or manager, stating the reason for being late or absent and a telephone number where the employee may be reached. If the employee fails to follow these procedures, the absence may be deemed an “unscheduled” absence and may be subject to corrective action, up to and including termination of employment.

If an employee’s absence or tardiness is due to an illness or emergency, the employee must call their supervisor or have someone call in for the employee as soon as possible and explain the circumstances. If the employee is out for three days or more the supervisor should notify Human Resources; and the employee may be required to submit a doctor’s note or other verification of the illness or emergency.

Absent Without Notice: After one “no call, no show” (without notice or authorization), the employee may be subject to corrective action up to and including termination of employment. The employee may be eligible for reinstatement only if exceptional circumstances justify both the absence and the employee’s failure to contact the supervisor. Doyon reserves the sole discretion to determine acceptable justification for any exceptional circumstance(s).

If the employee fails to report for work or call in for three days in a row, the employee will be deemed to have abandoned their job. Job abandonment is considered a voluntary resignation. Resignations are not subject to the grievance process.

301 RESPECTFUL WORKPLACE (ANTI-DISCRIMINATION, ANTI-HARASSMENT, ANTI-BULLYING, ANTI-RETALIATION)

Doyon strives to create a workplace that values diversity. All employees are expected to perform their work in a professional manner, and act with respect. Unlawful discrimination, harassment or bullying, on any basis, is against our policy, including race, religion, color, national origin, age, disability, sex, sexual orientation, gender identity, trans-gender, or any other classifications protected by law.

For purposes of this policy, the obligation to treat others with respect extends to everyone in the workplace, including co-workers, supervisors, managers, executives, clients, customers, and vendors. The workplace includes all work sites, client or customer locations, locations while on business travel, and business-related activities and social events. Unlawful discrimination, harassment or bullying of employees in connection with their work, by non-employees, may also be a violation of this policy.

Reporting is Mandatory – Protection from Retaliation

Violation of this Respectful Workplace policy is a serious matter. Every employee who believes

that they, or any of their co-workers, have been subjected to unlawful discrimination, harassment, or bullying, must immediately bring the matter to the attention of their direct supervisor. If an employee's concern involves their direct supervisor, or an employee is uncomfortable reporting a concern to their direct supervisor, the employee should report the concern to Human Resources, a member of senior management, or Ethical Advocate. All claims will be promptly reviewed or investigated so that appropriate corrective action can be taken, where necessary.

Employees acting honestly and in good faith when reporting concerns or participating in an internal review or investigation will be protected from retaliation. Any claim of retaliation should be reported immediately so that corrective action can be taken, where necessary. However, employees intentionally making a false report will be subject to corrective action. Also, good faith reporting will not shield employees from corrective action for their own workplace infractions or performance issues. Good faith reporting of an employee's own misconduct will be considered a mitigating factor in assessing appropriate corrective action.

A. Unlawful Discrimination

Unlawful discrimination in employment means to refuse employment to a person or to discriminate against a person in compensation, or the terms, conditions or privilege of employment, or to take any adverse employment action, because of the person's race, religion, color, national origin, age, disability, sex, sexual orientation, gender identity, trans gender status, or any other classifications protected by law, when the reasonable demands of the position do not require distinction on the basis of any of these.

B. Harassment

Unlawful workplace harassment is conduct that is not welcome, is personally offensive, lowers morale or interferes with work effectiveness; and is based on a person's status as a member of any of the protected classes outlined above. Harassment is unlawful if a reasonable person in the position of the recipient (or a bystander observing the behavior happening to the recipient) would find it offensive.

C. Sexual Harassment

Sexual harassment in the workplace can occur in a number of ways. Any direct or implied request by a superior for sexual favors in exchange for actual or promised employment or job benefits, or a threat to deny employment or job benefits, constitutes workplace sexual harassment

Unlawful sexual harassment also includes sexually-oriented conduct or comments that are unwelcome and create a workplace environment that is hostile, offensive, or intimidating. Sexual harassment can occur between persons of the same or opposite sex, and may include conduct that is not sexual, but is related to gender e.g., status as a male, female, trans-gender, or non-binary gender (i.e., intersex, gender fluid, non-gender, etc.)

The following are some examples of conduct that constitutes unlawful workplace sexual harassment in violation of this policy. This is not an inclusive list.

1. Unwelcome sexual advances, whether they involve physical contact or not;
2. Sexual or sexually suggestive nicknames, jokes, written or verbal references to sexual conduct, gossip regarding one's sex life, comments on an individual's

- body, comments about an individual's sexual activity, deficiencies or prowess;
- 3. Displaying, or sending e-mail or text messages of a sexual nature or that contain sexually-suggestive objects, pictures or cartoons;
- 4. Unwelcome leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments;
- 5. Inquiries into one's sexual experiences;
- 6. Discussion of one's sexual activities; and
- 7. Derogatory jokes or comments based on sexual orientation, gender identity, trans gender or non-binary gender.

D. Bullying

Bullying is any aggressive or abusive behavior (by act or omission), that is intended to intimidate, humiliate or unfairly control another, or that a reasonable person would find abusive, based on the severity, nature, and frequency of the conduct, and which interferes with workplace performance, business operations, productivity or morale. Bullying is unprofessional. It can also destroy workplace productivity, team efficiency and morale. The following behaviors are within the definition of bullying and are therefore expressly prohibited in the Doyon workplace. This is not an inclusive list.

- 1. Physically or emotionally intimidating, threatening, hostile or violent statements, actions, or gestures;
- 2. Unfairly excluding another from workplace activities with the goal of social isolation;
- 3. Falsely accusing or punishing an employee for errors they did not make or punishing an employee for errors made by another person; blaming without justification or otherwise interfering with, or sabotaging, work performance;
- 4. Inappropriate or offensive yelling, screaming, cursing, verbal abuse, name calling, demeaning comments or behaviors whether made directly or indirectly toward another;
- 5. Direct, indirect, conditional, or veiled threats against the physical safety of an individual, their family, close friends, or property;
- 6. Singling out another for harsh or unpleasant treatment different than the rest of the work group;
- 7. Assigning a disproportionate share of unpleasant work tasks to another;
- 8. Public humiliation or engaging in embarrassing pranks, jokes, "nick-names" or repeated teasing, especially if aimed at known weaknesses or disabilities; and
- 9. Inappropriate aggressive or hostile behaviors such as glaring, clenched fists, or a threatening or intimidating posture.

Internal Investigation or Review

When a report, concern or complaint is filed, an internal investigation or review will be conducted in a fair manner. Human Resources, the Legal Department or an outside neutral investigator will be assigned to lead the investigation or review. Doyon will make every effort to maintain confidentiality in the investigation or review, to the extent practical under the circumstances; however, complete confidentiality cannot be assured in any case. The investigation or review may include a private interview with the person filing the report, concern, or complaint and with witnesses. Human Resources may also interview the person alleged to have committed the unlawful discrimination/harassment or policy violation. Documents and records may be reviewed along with specific workplace locations or objects relevant to the concern.

At the conclusion of the investigation or review, findings and recommendations will be presented to management. If a policy violation is found, Doyon will take appropriate corrective action, up to and including termination of employment in accordance with these Personnel Policies. Doyon will also take appropriate corrective action with vendors or customers, where it believes such action is warranted to provide a safe workplace for employees.

When the investigation or review has been completed, the person who filed the report, concern or complaint will be informed of the outcome to the extent appropriate, given the confidential nature of personnel actions.

Supervisor Responsibility

Supervisors who observe an incident or receive a report, concern or complaint of unlawful workplace discrimination, harassment, bullying or retaliation (or other violation of this Respectful Workplace policy) must immediately report the matter to Human Resources, and follow up to make sure that prompt responsive action occurs, including an internal investigation or review. Any supervisor who allows unlawful discrimination, harassment, bullying and/or retaliation to be carried out by employees under their supervision without taking appropriate action to report and stop the prohibited activity will be subject to corrective action, up to and including termination of employment.

302 CORRECTIVE ACTION

Except for written executive employment agreements, all employment at Doyon is “at-will” where the employee is free to terminate employment at any time for any reason; likewise, Doyon is free to terminate employment at any time for any lawful reason, subject to these Personnel Policies. Doyon is involved in highly competitive business operations that require reliable and quality service to its clients and customers. All employees are expected to provide excellent and reliable performance of their job duties. Any failure to meet this standard may result in coaching, an adjustment in compensation or position, or corrective action, up to and including termination of employment.

Doyon generally adheres to a concept of progressive corrective action, except in cases of serious infractions. This means Doyon will take appropriate action based on the seriousness of an employee’s actions and the surrounding circumstances. Corrective action may take the form of the following, among other things: a verbal warning, written warning, final warning, a performance improvement plan, probation, suspension without pay, or termination. Which action is taken, or whether any of them are used prior to termination, depends on the seriousness of the infraction. The determination of the seriousness of the offense will be made by the supervisor with guidance from Human Resources. Corrective actions generally will be written and delivered to the employee, no later than ten working days after the incident or investigation. Once the corrective action has been delivered to the employee, the employee shall be given a maximum of one business day to comment.

The following may result in corrective action, up to and including termination. This is not an inclusive list.

- A. Refusal to carry out job assignments and/or management requests (insubordination);

- B. Violation of Doyon’s Confidentiality Policy;
- C. Intimidating, threatening, profane, obscene or similar inappropriate language by employees to coworkers, clients, customers or vendors while working on Doyon or client premises;
- D. Falsification of time cards, work records, personnel files, or other Doyon business records;
- E. Unauthorized taking or removal (theft) of Doyon or co-worker funds or property or unauthorized charges against a Doyon account or credit card;
- F. Dishonesty, including malicious deceit or lying during the course of a Doyon internal review or investigation;
- G. Unsafe actions on the job that cause or may cause injury;
- H. Violation of Doyon’s Respectful Workplace policy;
- I. Violation of Doyon’s Drug & Alcohol Free Workplace and No Smoking/Vaping policies;
- J. Violation of Doyon’s Zero Tolerance in the Workplace policy, including possession of firearms, other weapons or other dangerous materials on Doyon property or other locations prohibited by such policy;
- K. Deliberate damaging of Doyon property or the property of others;
- L. Fighting or threatening to assault or physically fight with another employee, customer, or visitor;
- M. Inefficient, negligent, or substandard performance of an assigned duty or responsibility;
- N. Excessive personal use of the Internet or personal calls/texts (e.g., on business phones and personal cells), playing video games or watching non-work programs during work hours;
- O. Excessive absences, excessive “unscheduled” absences, tardiness or failure to report in when absent or tardy;
- P. Failure to notify a supervisor about absences for three consecutive work days – considered an automatic resignation for job abandonment;
- Q. Failure to comply with Doyon health, safety, environmental or security rules and procedures;
- R. Sleeping or conducting excessive personal business during working time;
- S. Violations of the policies or procedures applicable to a job site or work area, such as client policies and procedures;

- T. Illegal gambling on Doyon property;
- U. Any violation of applicable federal, state, or local laws or regulations; or
- V. Any other violations of Doyon policies or procedures.

If you have any questions regarding this policy, ask your supervisor or Human Resources. Any violations of policy are grounds for corrective action, up to and including termination of employment.

303 GRIEVANCE

Doyon is committed to treating its employees fairly. Employees are encouraged to bring any problem, grievance or concern about any term or condition of employment to the attention of their immediate supervisor in order to provide Doyon an opportunity to resolve the matter. Doyon has established this grievance policy to ensure that it makes informed personnel decisions. An employee's grievance assists Doyon in gathering full and accurate information about a disputed personnel issue. Under this policy, problems should be resolved quickly, fairly, and confidentially.

This grievance policy does not change any employee's classification as an at-will employee. This policy may be suspended on a case-by-case basis at Doyon's discretion, depending upon the facts unique to each grievance. This policy does not create any contractual or employment rights.

If an employee is a member of a collective bargaining unit, the grievance procedures under the collective bargaining agreement shall govern any grievances, in place of this policy.

The grievance process is for current or terminated regular status employees; it is not available to employees who have resigned or employees terminated prior to successful completion of their orientation period (*see Orientation Period, Section 107*). Current or regular status employees may use this process to grieve employment actions which they believe to be unwarranted, unfair or inconsistent with established policies. Employees who are eligible to file a grievance, must file a grievance before filing any lawsuit in court or any charge with a federal, state or local administrative agency.

A. Matters Subject to the Grievance Process

A grievance is a specific notice to Doyon of an employee's complaint concerning a term or condition of employment or treatment by management, supervisors, other employees, clients or customers. Some examples of issues that may be resolved through the grievance process include, but are not limited to:

1. Treatment considered unfair by an employee, such as harassment, coercion, retaliation, or bullying;
2. Discrimination because of race, religion, color, national origin, age, disability, sex, sexual orientation, gender identity, trans gender status, or other classifications protected by law;

3. Improper or unfair administration of employee benefits or conditions of employment such as paid time off, fringe benefits, promotions, transfers, retirement, holidays, performance reviews, wages and hours of work, salary, or seniority;
4. Employees with regular employment status whose employment with Doyon is terminated;
5. Disciplinary decisions such as suspension or demotion;
6. Safety related issues; and
7. Any other violation or potential violation of law or Doyon's policies.

Not all matters are subject to the grievance process. For example, operational concerns that have no adverse impact on employment will not be handled through the grievance process. Complaints relating to Doyon's right to establish or change job descriptions, business hours, management or personnel policies or rules are not grievable. Although these matters are not subject to the grievance process, Doyon encourages employees to make helpful comments or suggestions regarding management practices or general personnel policies.

B. Assistance from Human Resources

Employees may seek the assistance of Human Resources if there are specific questions regarding the grievance process and to submit the necessary forms and documents. Human Resources' participation in certain steps of the grievance process may prevent it from providing substantive assistance to individual employees

C. Steps in Grievance Process and Filing a Grievance

Grievances will usually be processed in up to three steps, however Doyon may in its discretion suspend or alter or change these steps depending upon the circumstances unique to each grievance:

1. Step 1: Employees should bring any issue to the attention of their immediate supervisor, or if the issue concerns the supervisor, then to the supervisor's supervisor. All supervisors must notify Human Resources of any grievances immediately.
2. Step 2: If the grievance is not resolved at Step 1, employees may request that Human Resources refer the issue to an appropriate manager for review.
3. Step 3: If the grievance is not resolved at Step 2, the employee may request review by Doyon's President and CEO. Review by the President and CEO is discretionary and will be accepted on a case-by-case basis. Generally, a discretionary appeal will be granted only when the grievance involves complex or serious issues of corporate policy application, or when the grievance is against a senior manager.

D. Time Limits

A Step 1 grievance must be filed within 15 working days from the date of the incident being grieved. At Step 2 or 3 the grievance must be filed within five working days after the employee receives the company's written decision. Doyon reserves the right to reject any grievance that is untimely filed at any step. Only where the employee's delay is explained and fully justified may the time limits be extended. Doyon's decision to reject a grievance as untimely is final and ends the grievance.

At Step 1 and 2 in the grievance process, the supervisor will generally hold a meeting with the employee filing the grievance within five business days after the filing, to listen to the employee's concerns and gather facts and information. Doyon will investigate (where appropriate) and resolve the grievance in a reasonably prompt manner, working to deliver a written response to the employee within ten working days from such meeting. Doyon reserves the option to extend its response time as preparing a fair and factual response often requires a substantial time investment, as well as consultation and/or interviews with more than one employee. In the event Doyon needs an extension of its response time, Doyon shall provide notice to the employee of the extension needed and a brief explanation.

E. Legal Representation and Other Assistance

This grievance process is intended to be as expeditious and informal as possible. Employees are free to consult with an attorney at their own expense concerning work-related problems, but Doyon does not permit attorneys to be present during grievance meetings. Human Resources is available to make employees aware of the process and assist where appropriate.

F. Confidentiality

All non-privileged records of grievances become part of the employee's personnel file and will, to the extent consistent with Doyon's business interests or legal requirements, be kept confidential. Access to grievance files is consistent with Doyon's policies concerning access to personnel files. However, many grievances involve problems in the workplace that need to be addressed; therefore, strict confidentiality may not be possible in all cases.

G. Grievance Process Will Not Establish Precedent

A final grievance decision will not be precedent-setting nor binding on future grievances unless the decision is officially adopted as Doyon policy.

H. No Retaliation

Employees are free to use this grievance process without fear of retaliation. Under this policy, no employee may take any action against any other employee because of a grievance filed in good faith. No employee may threaten retaliation against another because of such a grievance; however, this policy will not insulate employees from warranted corrective action. If an employee files a false grievance in bad faith, destroys evidence, or engages in misconduct while utilizing the grievance process, the employee will be subject to corrective action, up to and including termination of employment without the right to further grievance.

304 DRESS CODE

Employees must have a neat, clean and professional appearance while at work and work related activities. Grooming and hygiene are expected of all employees. Generally, office employees are expected to dress in a business casual manner and should use good judgement in what they wear

while in the performance of their duties to promote a professional company image and an efficient, safe and respectful work environment. Alaska Native attire such as traditional shirts and slippers are acceptable under this policy.

Casual dress such as jeans, t-shirts, tennis shoes and similar attire are not allowed except when clothing of that type is required to perform the work that has been assigned that day. Clothing for the beach, yard work, dance clubs or evening wear, and exercise sessions (including leggings, stirrup pants, crocs, flip flops and anything similar), are not considered business casual under this policy. Dresses and skirts should not be shorter than knee length. In addition, clothing that reveals excessive skin, e.g., legs, back, chest, stomach or underwear is not appropriate. Torn, dirty, wrinkled or frayed clothing is unacceptable. Employees can expect to be sent home if not dressed appropriately. Continued violations of this policy will result in corrective action. If employees have questions concerning appropriate dress at work, they should ask their supervisor or Human Resources.

“Jeans Friday” are the exception to the dress code. Employees are allowed to relax their office dress standards by wearing denim/jeans (i.e., jeans with dress shoes and business casual tops). Jeans must not have holes or tears, be too tight or baggy. Jeans are the only deviation from the business casual policy. Jeans day will not be observed when the Board of Directors meet on-site or if staff is meeting with customers. Employees may be required to wear a nametag or identification badge while working. Broken or lost badges must be reported immediately to the employee’s supervisor.

305 NO SMOKING OR VAPING

In keeping with Doyon’s intent to provide a safe and healthy work environment and in compliance with applicable law, smoking is prohibited by all persons in the workplace, except in specifically designated smoking areas. E-cigarettes, vaping, and chewing tobacco are considered the same as other smoking products and are prohibited except in those same designated smoking areas. Smoking is only allowed during approved meal and break times.

306 EMPLOYEE USE OF VEHICLES

Doyon is committed to workplace safety, which includes the safe operation of all motor vehicles used in the workplace, or when traveling on company business. Doyon may be held legally responsible for accidents, injuries or damages arising during the course of business or business related travel. Therefore, compliance with this policy is a condition of employment for anyone driving while on Doyon business or travel.

A. Definitions:

1. An “Authorized Driver”—is an individual who meets all of the following criteria:
 - a. Doyon or subsidiary employee;
 - b. Over the age of 21;
 - c. With at least two years of driving experience;
 - d. Who has not had a positive drug or alcohol test while employed with the Doyon Family of Companies;

- e. Who has a current, valid driver's license; and
 - f. Whose driving record is acceptable to Doyon.
2. A "Doyon Vehicle" – is any motorized vehicle(s) (e.g., car, truck, 4-Wheeler, van, etc.) whether owned, leased, rented or provided by Doyon, a Doyon client, or a third party, or the personal vehicle of an Authorized Driver, when the vehicle is operated by an Authorized Driver while performing or traveling on Doyon business.
 3. "Vehicle Incident" -- Any event involving a Doyon Vehicle that results in a citation, injury or damage to the Authorized Driver, or any person, the Doyon Vehicle or any other vehicle or property.
 4. "Vehicle Operator Violation" -- Any event involving a Doyon employee (whether or not an Authorized Driver) who is observed or reported to have operated a Doyon Vehicle in violation of applicable laws, rules or regulations, or Doyon or client policies (including being issued a citation by law enforcement or private security, in connection with a Vehicle Incident).

B. Acceptable Driving Record, Records Review and Reference Checks

Applicants and employees must consent to release their driving records as a condition of application and, if hired, periodically during Doyon employment. A driving record that fails, at any time, to meet reasonable criteria established and consistently applied by Doyon, will result in the loss of the privilege of driving a Doyon Vehicle. Employment reference checks may include the applicant or employee's driving history. When driving is an essential function of a Doyon position, Doyon may require an employee, or where a job offer has been made, an applicant, to pass a physical examination if a question of fitness to drive arises.

C. Determination and Suspension of Driving Privileges

The decision on whether an employee will be designated as an Authorized Driver, with or without restrictions, will be made by the Human Resources Department on a case-by-case basis after consultation with the employee's supervisor and management chain. Doyon may deny or suspend the driving privileges of any employee whose driving record is not acceptable, or for whom a question of fitness to drive arises. Objection to an employee's driving record by any Doyon insurance carrier is adequate justification for the suspension, limitation or denial of driving privileges.

Driving Privileges are subject to compliance with this policy and reasonable rules and/or procedures adopted by the Human Resources Department.

D. Use of Personal Vehicles for Doyon Business or Travel

1. Authorized Drivers may use their personal vehicles for Doyon business and travel. All such use is strictly voluntary. Authorized Drivers must track and report the number of miles traveled on Doyon business or travel each pay period. Information on the proper process for tracking and submitting such reports may be obtained from the Doyon Accounting Department. Doyon will issue mileage reimbursement at the then current Internal Revenue Service mileage rates. Such rates are calculated to reimburse the employee for fuel, insurance and maintenance for the vehicle. Therefore, at all times

when using a personal vehicle as a Doyon Vehicle under this policy, Authorized Drivers must:

- a. Carry at least the minimum statutorily required insurance coverage on their personal vehicle(s) and provide proof of coverage upon request;
- b. Maintain the personal vehicle in safe operating condition; and
- c. Pay all fuel, insurance and maintenance expenses for the vehicle from their own funds.

Commuting to and from work is generally not considered to be Doyon business use or travel, and therefore, Authorized Drivers will not receive mileage reimbursement when using their personal vehicle for commuting time.

2. Authorized Drivers are cautioned against conducting personal errands and should not transport family members and non-Doyon employees or guests, when using their personal vehicle on Doyon business or travel. To the maximum extent permitted by applicable law, use of a personal vehicle as a Doyon Vehicle may subject the personal vehicle to search in accordance with the Doyon Consent to Search Policy.

E. Employee Responsibilities – Authorized Drivers Shall:

1. Have a valid driver's license appropriate for the Doyon Vehicle, a working cell phone, and proof of insurance, with them at all times when driving.
2. Inform their Supervisor and Human Resources immediately (or as soon as reasonably possible under the circumstances):
 - a. If their driver's license is suspended, revoked or canceled for any reason.
 - b. If they are involved in a Vehicle Incident or Vehicle Operator Violation (e.g., receive a traffic citation) while driving on Doyon business or travel.
 - c. If they have concerns about their ability to safely operate a Doyon Vehicle for any reason.
3. Not operate a Doyon Vehicle in any unfit, unsafe or distracted condition. Authorized Drivers must be well rested and alert, not under the influence of drugs, alcohol or any substance that may adversely affect their ability to drive. Use of a cell phone, texting or other communications device, while driving is permissible only when equipped with a "hands-free" mode and where not otherwise prohibited by law. Devices with Global Positioning Services ("GPS") may be used if capable of "voice instruction" so the Authorized Driver does not have to take eyes off the road.
4. Not transport drugs or alcohol in violation of applicable law and/or Doyon's Drug & Alcohol Free Workplace Policy; and shall not smoke or vape or permit anyone else to smoke or vape tobacco, or any other substance in, on or around a Doyon Vehicle.

5. Operate Doyon Vehicles safely by conducting, at a minimum, a visual inspection to make sure the Vehicle is safe to drive. When driving, always use safety equipment such as seatbelts and shoulder harnesses, and make sure any passengers do the same. Use headlights when driving, regardless of the time of day. Use back up cameras, in addition to checking that the path is clear before backing; and always use appropriate child safety seats when transporting children as passengers in a Doyon Vehicle.
 6. Only operate a Doyon Vehicle in a safe, courteous and responsible manner; and in accordance with all applicable driving laws, Doyon policies or client directives, including complying with posted speed limits, and driving in a manner that is reasonable and prudent considering the traffic, road conditions and the weather.
 7. Not loan a Doyon Vehicle to anyone or allow it to be driven by anyone other than an Authorized Driver, without the express, prior, written authorization from a senior manager.
- F. Because the risk of injury, property damage and legal liability to Doyon, its employees, customers and the public, is so great, failure to comply with the requirements of this policy will result in corrective action in accordance with applicable Personnel Policies, including, but not limited to, revocation of driving privileges, suspension, demotion and/or termination of employment.

307 WORKPLACE SOLICITATION AND VISITORS

Providing an efficient and professional work environment free from distraction is important to Doyon. Therefore, except as expressly set forth below, to protect employees, clients and customers from unnecessary interruptions and annoyances, it is Doyon's policy to prohibit solicitation and distribution of literature or goods during working time. "Working time" is the time an employee is engaged or should be engaged in performing work duties. This policy also applies to solicitation by electronic means as well as printed copy.

Non-employees may not solicit goods or distribute literature of any kind on Doyon premises at any time unless they are a Doyon shareholder or other Alaska Native authorized by Doyon management, selling traditional crafts and foods. The sole exceptions to this policy are charitable and community activities and Doyon-sponsored programs.

Employees may only admit non-employees to designated work areas with management approval or as part of a Doyon-sponsored program. These visits should not disrupt workflow. A Doyon employee must accompany the non-employee visitor at all times, unless there has been prior management approval for the visitor to be un-escorted.

Violations of this policy should be reported to Human Resources.

308 CONFIDENTIALITY OF BUSINESS INFORMATION

The protection of Doyon's confidential information is essential for Doyon's security and future success in competitive business markets and industries. Business related confidential information includes, the following data, tangible items, records and documents, whether oral, written,

electronic or otherwise recorded or preserved, that Doyon considers confidential (“Confidential Business Information”).

This is not an all-inclusive list:

Business related communications (e-mail, voice mail, text, instant messages, recordings, videos, etc.), information that is not publicly known and which involves trade secrets, or proprietary data, attorney-client privileged communications or attorney litigation work product, business reports and surveys, plans, drawings, diagrams, apparatus, mechanisms, tools, equipment, designs, specifications, samples, marketing plans, information as to existing or future products or services, financial projections, budgets, business or financial plans and strategies, reports, customer and supplier lists (including customer identity, rates, services and contract terms), cost and pricing information, manuals, concepts, techniques, methods, systems, research, development or experimental work, work in process, operations, schedules of employee compensation, personnel records, account records, advertising and promotional information, or other similar items regarding Doyon operations or its employees, clients or vendors. Likewise, identification badges, keys, passwords and other similar personnel authentication information or credentials that allow access to Doyon business premises or work sites, vehicles, computer programs, software or applications, Internet, Cloud accounts or other information technology systems belonging to Doyon, its clients, customers or any government agency doing business with the Doyon Family of Companies.

Employees must not disclose or provide any Confidential Business Information to anyone outside of Doyon without the express prior permission of an authorized member of Doyon management. Even within Doyon, access to Confidential Business Information should be restricted to those employees who need access to perform their job duties. To protect such confidential business information, employees will be required to read, acknowledge and sign the Confidentiality Agreement, Appendix B, as a condition of employment.

Any employee who violates this policy or the terms of the Confidentiality Agreement will be subject to corrective action, up to and including termination of employment.

309 OUTSIDE EMPLOYMENT AND ACTIVITIES

Doyon recognizes that some employees may choose to hold additional jobs and provide professional services to their communities outside of their employment with Doyon. Employees are permitted to engage in outside work, board memberships, business related interests, associations, and other activities subject to certain restrictions based on reasonable business requirements.

The following parameters for outside activities apply to all employees:

- Employee must fill out the Outside Employment/Activities Disclosure Statement upon hire and annually thereafter.
- Activities and conduct away from Doyon must not compete with, conflict with or compromise Doyon’s interests or adversely affect job performance and the ability to fulfill all job responsibilities.

- Employees are prohibited from unauthorized use of any company tools or equipment and the unauthorized use or application of any company confidential information. In addition, employees may not solicit or conduct any outside business during work time for Doyon.
- Employees must carefully consider the demands that additional work or other activities will create before participating. Outside activities will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work overtime or different hours. If an outside work activity or association causes or contributes to performance deficiencies at Doyon, the employee may be subject to appropriate disciplinary action and may be asked to discontinue the outside activity,
- If an employee's outside activity presents a conflict of interest with Doyon, as defined in the Conflict of Interest Policy (see Doyon Code of Conduct), or if such outside activity has any potential for negative impact on Doyon, the employee will be asked to terminate the outside activity.

310 DRUG AND ALCOHOL FREE WORKPLACE

A. General Information

Doyon has a long standing commitment to maintain the highest standards for the health and safety of its employees, customers, clients, and the public. The use of drugs and/or alcohol, or impairment during work time is contrary to policy and will not be tolerated. The purpose of the Drug & Alcohol Free Workplace policy is to maintain the highest safety, health, and work performance standards, and to reduce work-related accidents, injuries, and damage which may be caused by drug or alcohol abuse or impairment.

Doyon companies work in highly competitive industries where client mandates for drug and alcohol testing are well established. When a Doyon employee tests positive for drugs and/or alcohol, the safety of everyone at the worksite is put at risk and the quality of our work product is called into question. Under this Policy, an employee who tests positive will generally be terminated from employment and subjected to at least a one-year waiting period before they are eligible to reapply for work. Employees who test positive for drugs or alcohol need to understand that clients may permanently disqualify them from performing work at client worksites. Drug and alcohol use results in increased costs, lower profits, and has the potential to seriously damage Doyon's reputation and the disqualified employee's prospects for future employment.

Portions of this Policy may be superseded by contrary terms and conditions in an applicable union collective bargaining agreement.

B. Covered Workers

This policy applies to all current Doyon employees and applicants for employment (collectively referred to as "employees").

C. Prohibited Behavior

The following conduct is prohibited, and may result in corrective action, up to and including termination of employment (“Prohibited Behavior”). This is not an all-inclusive list:

1. The unauthorized use, possession, manufacture, distribution or sale of any of the following (collectively “Drug(s) or Alcohol”) on or in Doyon or client- owned property, including without limitation, Doyon vehicles (see Policy 307 Employee Use of Vehicles) or client supplied vehicles, aircraft, or remote camp facilities, or while on Doyon or client business, during working hours or when traveling or making an official appearance on behalf of Doyon;
 - a. Any illegal drug;
 - b. Drug equipment or paraphernalia;
 - c. Any controlled substance;
 - d. Mood or mind-altering substances (i.e., any natural, synthetic or derivative/product that produces a marijuana-type high, e.g. “Spice” or “synthetic marijuana”, or any herbal or other products used for mood or mind-altering purposes that present a safety or productivity hazard in the workplace);
 - e. Marijuana, whether medically prescribed or not and even if permitted by state law, will not be permitted or accommodated for use, consumption, possession, transfer, display, transportation, sale or cultivation in any Doyon vehicle or Doyon client owned or supplied workplace, facility or vehicle;
 - f. Any other legal or illegal substances which may be subject to abuse, and which presents a potential workplace safety or productivity hazard when abused, including, without limitation, lawful Prescription Drugs, or chemical products such as hairspray, paint thinner, etc. when abused as concentrated inhalants; and
 - g. Alcohol, where prohibited by law, this Policy, or client contract.
2. Abuse of a Prescription Drug;
 - a. “Prescription Drug” is defined as any drug or controlled substance prescribed for the user by a licensed health care service provider and filled by a licensed pharmacist, contained in the original, prescribed container marked or accompanied by the pharmacy or manufacturer’s labels with the name of the person to whom prescribed, the date prescribed, expiration date, and prescribed dosage.
 - b. “Abuse” is defined as: (a) using a Prescription Drug (i) in any way other than as prescribed, or (ii) by anyone other than the person for whom it was prescribed; or (b) storing an otherwise lawful Prescription Drug in

something other than the original, prescribed container marked and accompanied by the pharmacy or manufacturer's labels as set forth above.

3. Storing, cultivating, concealing, transporting or growing any Drugs or Alcohol in or on Doyon or client owned or supplied uniforms, clothing, property, offices, furnishings, fixtures, toolboxes or equipment, including, without limitation desks, lockers, Doyon Vehicle or Doyon or client supplied vehicles, aircraft, work sites or remote camp facilities;
4. Reporting to work, working, traveling or making an official appearance on behalf of Doyon, while impaired by, or Under the Influence of any Drugs or Alcohol in concentrations above .02;
 - a. "Under the Influence" is defined as:
 - i. The presence of Drugs or Alcohol or metabolites of any Drugs or Alcohol in the body above the cut-off level established by this Policy or commonly accepted cut-off level established by relevant industry practice or the federal government;
 - ii. The presence of any Drugs or Alcohol that adversely affects an individual in any detectable manner, including, without limitation: slurred speech, difficulty in maintaining balance, impaired motor coordination, impaired vision, fatigue, hallucination, and/or cognitive dysfunction.
5. Failing to notify the employee's supervisor before beginning work that the employee is taking Prescription Drugs or over-the-counter medications, supplements or drugs which may interfere with the safe and effective performance of duties. Employees should report any medication that may interfere with safe and effective performance of duties. Employees must request reasonable accommodation against the possibility of impairment, including but not limited to leave from work (with or without pay) or assignment to an alternate duty position (if available) for the period of possible impairment;
6. Refusing to immediately submit to a Drug or Alcohol test when requested by Doyon or a client, in accordance with this Policy (or applicable client policy);
7. Failing to adhere to the requirements of any Drug or Alcohol treatment or rehabilitation program in which the employee is participating, either (a) as a condition of continued employment, or (b) pursuant to a written agreement between Doyon and the employee;
8. Violating any applicable criminal drug or alcohol law, statute, ordinance or regulation;

9. Failing to notify Doyon of any arrest or conviction under any applicable criminal drug or alcohol law, statute, ordinance or regulation within five days after the arrest or conviction;
10. Testing positive for Drugs or Alcohol;
11. Tampering with, adulterating, altering, substituting or otherwise obstructing, interfering with or falsifying any Drug or Alcohol testing process required under this Policy, applicable law or client contract; and
12. Consuming or using alcohol while on duty, except for moderate amounts during business social functions or travel authorized by management under this Policy which does not result in an alcohol concentration above .02.

D. **Drug and Alcohol Testing**

Doyon shall test for Drugs and Alcohol. Unless an employee is subject to testing under federal Department of Transportation (“DOT”) regulations pursuant to 49 CFR Part 40, e.g., because the employee is a commercial driver, or an oilfield or pipeline service worker, etc., or unless otherwise required by applicable law, testing will be conducted and samples collected pursuant to AS 23.10.600 – 23.10.699 or other applicable state law or client contractual requirements. Employees subject to DOT testing shall also comply with this policy to the extent that this policy is not inconsistent with DOT testing requirements. Non-DOT collection and testing procedures shall mirror as closely as reasonably possible under the circumstances to DOT 49 CFR Part 40 protocols unless otherwise required by state law.

Doyon will test employees for Drugs or Alcohol under the following conditions, among others:

1. **Pre-Employment Testing:** A pre-employment Drugs or Alcohol test of all prospective employees will be conducted by Doyon and/or where applicable, a Doyon client. A negative result is required as a condition of reporting for work. A positive pre-employment test will result in the person not being hired and imposition of a 12 month waiting period for eligibility to re-apply for employment.
2. **Post-Incident Testing:** Employees whom Doyon (or a client at a client-owned or provided worksite) reasonably believes may have caused or contributed to an accident or safety incident in the workplace or during work time may be required to undergo Drugs or Alcohol testing. Testing will be conducted as soon as possible, but no later than 12 hours after the incident for drugs, and not later than eight hours after the incident for alcohol.
 - a. In certain instances, when post-incident testing involves a client owned or provided worksite, Doyon may be required to remove the employee from client property and have the employee surrender their site credentials. An employee so removed may only be allowed to return to work in accordance with applicable client policies.

- b. Post-incident testing should be performed for any accident or safety incident that results in bodily injury, significant property damage or that constitutes a violation of applicable law, applicable client or Doyon policy, or constitutes a “near miss” incident.

Obligations of Employees Subject to Post-Incident Testing: Employees involved in an accident or safety incident while in the workplace (includes client owned or provided worksites) or in the course of job duties:

- a. Shall not use or consume Drugs or Alcohol until tested unless advised to do so by a medical provider;
- b. Must remain in the company of Doyon-appointed personnel, readily available for such testing, until testing is completed, and may not take any action to evade or interfere with testing or the results of testing;
- c. Employees who do not comply with the post-incident testing requirements outlined in this Policy, or who fail or refuse to provide a sample for testing, will be considered to have refused to submit to testing, which may result in discipline up to and including termination of employment.

- 3. **Random Testing:** Employees are subject to Drug or Alcohol testing on an unannounced and random basis. The primary purpose of random testing is to deter illegal Drugs or Alcohol use which may affect work performance or safety, and to ensure a drug and alcohol free workforce.

Management determines a percentage of the testing pool that will be randomly selected for drug testing each year and the same or a different percentage that will be selected for alcohol testing. The percentage selected may vary from year to year depending on legal, contractual or operational requirements, but may be as high as 100%.

- a. Random tests will generally be administered just before, during, or shortly after an employee’s scheduled shift and will be considered work time.
- b. Employees must remain in the random selection pool, regardless of whether or not they have been previously selected for testing. An employee may be selected randomly for testing multiple times in one year.
- c. Employees shall be selected for testing by using a computer-based random number generator or similar method.
- d. No advance warning will be given to employees regarding the dates and times of random testing.
- e. Upon notification of selection for random testing, employees must report to the Doyon designated collection site within a reasonable period of time set by Doyon, based on location and consistently applied (e.g., 30 to 45 minutes

including travel time for an urban location, two to four hours for a rural location). Failure to timely report, refusal to test, or adulterating, falsifying or substituting a specimen, is a violation of this Policy and will be considered equivalent to a positive test result. Doyon reserves the right to require that an employee be escorted to the test site by a Doyon representative, in appropriate circumstances.

4. **Reasonable Suspicion Testing:** Any employee whom Doyon reasonably suspects may be under the influence of Drugs or Alcohol that may adversely affect job performance, safety or the work environment may be required to submit to a Drug or Alcohol test. Reasonable suspicion testing is utilized to identify Drugs or Alcohol affected employees who may pose a danger to themselves or others in the workplace or in the course of job performance.

When a determination is made that reasonable suspicion exists that an employee is Under the Influence of Drugs or Alcohol in violation of this Policy, the employee shall immediately be relieved from duty, pending further action. Doyon reserves the right to require employees to undergo reasonable suspicion testing when the employee is not obviously Under the Influence of Drugs or Alcohol but Doyon has received credible allegations (e.g. a firsthand report) the employee has possession of or is using Drugs or Alcohol in violation of this Policy whether before reporting to work, during working hours, or when present at any Doyon or client provided worksite or facility or work related activity.

If reasonable suspicion is found or a credible allegation received, the observing supervisor shall immediately notify Human Resources and Legal. An attorney from the Doyon Legal Department may also be consulted for legal advice, if needed. Upon review Human Resources may direct or authorize that the employee in question immediately submit to Drug and/or Alcohol testing.

An employee ordered to report for reasonable suspicion testing must not be allowed to drive to the testing site – the employee will be accompanied by a supervisor, Doyon designated escort or Human Resources and transported in a Doyon vehicle, a cab or other conveyance, at Doyon expense. An employee who refuses to submit to reasonable suspicion testing must be sent home but must not be allowed to drive. If reasonable alternate transportation cannot be arranged, the employee will be sent home in a cab or other conveyance, at the employee's expense.

Wall-to-Wall Testing: Doyon reserves the right to conduct unannounced, “en masse” Drug or Alcohol testing. The schedule, scope, timing and substances for such testing will be determined at the sole discretion of Doyon management, and may also be based on client request.

Return-to-Duty Testing: An employee who fails a Drugs or Alcohol test, or refuses to be tested, will generally be terminated from employment with Doyon. In the event that employment is not terminated, the employee may not return to duty until the employee:

- a. Is evaluated by a Substance Abuse Professional (“SAP”) through Doyon’s Employee Assistance Program or equivalent and has completed any recommended treatment;
 - b. Passes a Drugs or Alcohol test;
 - c. Satisfies any required waiting period;
 - d. Agrees to execute, and executes, a written “Last Chance” or “Return to Work” agreement that includes consent to Follow-Up Testing; and
 - e. The President and CEO and Human Resources have approved the employee’s return to work.
5. **Follow-Up Testing:** An employee who is referred for assistance as a result of misusing Drugs or Alcohol may, upon return to duty, and as a condition of employment, be subject to unannounced follow-up testing for a period not to exceed 60 months.
6. **Break-in-Service or Other Testing:** Doyon may test employees who are returning to work after a break in service or an absence of 60 days or more, or as required by a contract between Doyon and one of its clients, or as reasonably requested by such a client.

E. **Consequences of Violating Policy**

Compliance with this Policy is a condition of employment. Refusal to take a required Drug or Alcohol test, receiving a positive test result, or engaging in Prohibited Behavior or otherwise violating this Policy will generally result in termination from employment with Doyon.

An employee who “self-identifies” as having a Drug or Alcohol problem before being directed to take a Drugs or Alcohol test, will generally not be terminated from employment with Doyon, but will be subject to the provisions of this Policy on Return to Duty Testing. Self-identification is encouraged and viewed as a positive factor in evaluating an employee’s future with Doyon, but it will not prevent appropriate corrective action, where warranted.

1. **Doyon may take corrective action up to and including termination of employment based on the following circumstances, among others:**

- a. A positive Drug or Alcohol test result;
- b. A positive dilute specimen;
- c. A first negative dilute specimen will be considered a negative test result; but the employee will be required to test again within 24 hours and advised not to consume large quantities of liquid. A second negative dilute specimen will be deemed a “positive” test result and the basis for corrective action unless the employee can provide Doyon and/or the Medical Review Officer (“MRO”) with an adequate organic explanation; corrective action for a second negative dilute specimen will be as stated in Section E2i, of this policy, below.
- d. An employee’s failure or refusal to provide a Drug or Alcohol testing sample (including providing a false or adulterated sample, “shy-bladder,” etc.);

- e. An employee's failure to notify their supervisor and Human Resources, before beginning work, that the employee is or was taking medications or drugs which might interfere with the safe or effective performance of duties;
- f. Verification of a valid current prescription for legal use of a drug tested for, i.e. proof that the drug (other than marijuana) was prescribed for the user by a licensed health care service provider and filled by a licensed pharmacist, including the original, prescribed container marked or accompanied by the pharmacy or manufacturer's labels with the name of the person to whom prescribed, the date prescribed, expiration date, and prescribed dosage, is not provided upon request by the next scheduled work day;
- g. Misuse or Abuse of Prescription Drugs or recommended "over the counter" drugs, substances or products; and
- h. Violating the terms and requirements of this Policy.

2. Potential adverse employment action may include one or more of the following, among others:

- a. Refusal to hire a prospective employee;
- b. Immediate removal of an employee from assigned duties;
- c. Suspension, with or without pay, pending investigation;
- d. A requirement the employee enroll in an approved rehabilitation, treatment or counseling program that may include additional Drugs or Alcohol testing. Participation in, and successful completion of, such a program when so directed is a condition of employment. Costs of participating in such a program will be paid by the employee except to the extent covered by Doyon provided health care benefit programs, if any;
- e. Execution and compliance with a "Last Chance Agreement" or "Return to Work Agreement" that may include follow-up testing that outlines the terms and conditions that must be complied with as a condition of maintaining employment;
- f. Termination of employment;
- g. Imposing a waiting period to be eligible for hire or re-hire. Employees terminated for violation of this Policy or those who fail pre-employment testing, will be deemed ineligible for employment with Doyon for a period of no less than 12 months, unless a different duration is required under applicable law, client contract or other legal or contractual mandate; and
- h. Other additional adverse employment actions at the discretion of Doyon.
- i. Corrective action for a second negative dilute test result under Section E1c of this policy, above, shall consist of offering the employee a choice between termination of employment, resignation in lieu of termination for cause, or undergoing hair follicle testing. If the employee chooses hair follicle testing and the results are positive for drug use, employment will be terminated; but if the results are negative for drug use, employment will not be terminated.

F. Review of Drug Test Results

- 1. Medical Review Officer ("MRO"): Doyon shall use the services of a MRO. The MRO shall be a licensed physician or doctor of osteopathy. The MRO shall review

all confirmed positive drug test results and interview the individuals that tested positive to verify the laboratory report. The MRO in conjunction with the SAP may also evaluate and recommend to Doyon whether and when an employee who either refuses to test, or tests positive, may return to work.

2. Reporting and review of results:

- a. The MRO shall review confirmed positive test results prior to the transmission of the results to Human Resources.
- b. The MRO shall contact the employee within 48 hours and offer an opportunity to discuss the confirmed test result.
- c. The MRO will inform the employee that they have 72 hours to request a re-test of the split or single sample. A re-test is an analysis of the second split sample bottle or a portion of the original sample. The re-test can be sent to a laboratory approved or certified by SAMHSA or its equivalent. The employee will be responsible for the costs of the re-test and will be reimbursed by Doyon only if the sample comes back negative.

3. Legal drug use: If the MRO determines there is a legitimate medical explanation for the positive test result, the MRO shall report the test as negative. Positive results caused by prescription medication used in accordance with the prescription, will be reported as negative.

4. Written test results: An employee may obtain a copy of the written test results only upon written request submitted to Human Resources made within six months after the date of the test. Doyon will provide the written test results to the employee pursuant to that request within five working days.

5. Explanation of positive test by employee: An employee who would like an opportunity to explain a positive test result in a confidential setting must make such a request in writing to Human Resources within 10 working days of being notified of the test result. An employee who submits such a request will be given the opportunity, generally within 72 hours of receipt by Human Resources, to explain the positive test in a confidential setting.

G. **Employee Assistance Program (EAP) – Self Reporting**

Any employee who is suffering from Drug or Alcohol abuse is encouraged to seek assistance through the Employee Assistance Program (EAP), which has been established to assist employees with, among other things, substance abuse issues.

Treatment for alcoholism and/or other drug use disorders may be covered by Doyon's health insurance plan; however, the employee bears ultimate financial responsibility for treatment.

H. **Confidentiality of Results**

All records relating to Drug or Alcohol testing will be maintained in a confidential medical file in a secure location with controlled access, separate from personnel files.

Any communication received by Doyon relevant to Drug or Alcohol test results and received through Doyon's testing program is confidential and privileged, and will not be disclosed by Doyon except as required or allowed by applicable law, Doyon policy or client contractual requirements.

I. Client Drug and Alcohol Testing Requirements and Record Audits

A client may require Drug or Alcohol testing and/or related searches of persons, property or vehicles, for cause or at random, as a condition of eligibility to work on client assignments. Where applicable, employees shall be subject to such testing requirements and/or related searches as a condition of accepting and continuing to qualify for client work. Failing client-required testing may result in suspension or termination of employment. Doyon clients also reserve the right to permanently disqualify an employee who tests positive for Drugs or Alcohol from performing work for that client in the future. Therefore, failing a Drugs or Alcohol test can have serious long-term consequences for an employee's career. Employees are on notice that they may be subject to additional or different forms of Drugs or Alcohol testing, including without limitation, hair testing, if required under this policy, client contractual or other mandates.

Doyon is required by client contracts to keep certain records documenting its enforcement of this Policy and its Drugs or Alcohol testing program. Doyon may be required to make non-privileged testing records available for unannounced client inspection and audit, during the period when work is being performed for that client and for a certain period of years thereafter. Such records may include the following, among others: (a) laboratory copies of test results, (b) chain of custody forms with identification numbers, (c) copies of acknowledgement/consent forms signed by employees, (d) separate lists of the names of employees eligible for client work with identification number (numbers are used on test result and chain of custody forms, rather than employee names, to avoid disclosure of individual test results to the client during a testing program audit), and/or (e) the date, type of test and test numbers. Doyon may also be required by client contract to obtain agreements from the testing laboratory and MRO to verify tests and confirm test results under sworn statement.

J. Notification and Reporting of Convictions

The Drug-Free Workplace Act requires federal contractors and grantees to certify to the contracting or granting agency that they will provide a drug-free workplace. In accordance with this Act, any employee who is working on a federal project and is convicted of a criminal drug violation must notify Doyon, in writing, within five calendar days of the conviction. Doyon will take any appropriate corrective action within 30 days of such notification. Federal contracting agencies will be notified of the employee's conviction, when appropriate.

Client contracts may require similar notification of employee convictions. Where applicable, employees shall comply with the foregoing notification requirements, and

consent to the disclosure of such a conviction to the client, as a condition of accepting and continuing to qualify to work on client assignments.

311 INFORMATION TECHNOLOGY AND COMMUNICATION SYSTEMS USAGE

Doyon maintains electronic information technology and communication systems for business purposes. These systems process, store, transmit, modify or receive electronic information and include but are not limited to computers, laptops, tablets, software, applications, databases, e-mail, copiers, fax machines, telephones, voice mail, cell phones, global positioning systems, and various online services ("Doyon Devices").

- A. **Business Decorum Expected.** The nature of e-mail, text messaging and "instant messaging" sometimes causes users to act as though they are engaged in a face-to-face conversation and, consequently, to be casual in their communication. These are documented business records that can be printed, shared with others, and retrieved months and years later, even if previously deleted. Accordingly, Doyon encourages employees to use the same care, decorum and judgment in their e-mail and instant messages that they would use in other forms of written business communications.

Doyon Devices must not be used for the following harmful or distracting purposes, among others. This is not an all-inclusive list:

1. Sending unauthorized communications under another person's identity or password, such that the true identity of the sender is concealed;
2. Participating in chain letters;
3. Creating and/or transmitting copies of materials in violation of copyright laws;
4. Promotion of illegal products, gambling, or lawful products in an illegal manner (such as get rich or pyramid schemes);
5. Transmitting or intentionally receiving electronic communications or other written or pictorial material or accessing Internet sites that violate Doyon's Respectful Workplace (Anti-Discrimination, Anti-Harassment, Anti-Bullying and Anti-Retaliation) policies;
6. Trading in securities in any fashion, including day trading;
7. Intercepting, monitoring or otherwise accessing another Doyon employee's e-mail, voice mail, text messages or other electronic communications without authorization and a lawful and substantial business purpose for doing so; and
8. Tampering with or modifying electronic communications where the employee is not the originator, to deceive others.

- B. **Use of Doyon Devices is Not Private.** The use of Doyon Devices, and related communications sent or received, is not private or confidential. Therefore, employees should have no expectation of privacy when accessing or using them. Doyon reserves all rights, to the fullest extent permitted by applicable law, to review, audit, monitor, intercept, access and search Doyon Devices and related communications, at will, without prior notice, at any time and for any lawful reason, and to disclose selected contents without prior notice or other restrictions. All communications and messages sent through Doyon Devices remain the property of Doyon. In addition, Doyon may monitor and record individual Internet usage (whether business or personal) utilizing Doyon Devices, including sites visited and duration of use. Doyon may investigate and address apparent patterns or actual instances of inappropriate use.
- C. **Maintaining IT System Security.** The use of Doyon Devices is limited to current, active employees only. To ensure network security, employee passwords or other identification or authorizing credentials must not be disclosed to anyone. Passwords should not include names of spouses, children, pets, birthdays or other similar information because these can be easily guessed, thus compromising Doyon network security. Computers, tablets and laptops must be turned off or locked when leaving the workstation unattended and at the end of the workday to prevent unauthorized access.

Software is installed on each Doyon Device assigned for employee use and must be configured to run at all times while the device is on. This may include but is not limited to, applications such as Antivirus, AntiMalware, Mobile Device Management or any other application deemed necessary by the Doyon IT Department for the management, administration, or protection of Doyon Devices. Any virus or malware, spam, phishing, robot-calls or other potentially harmful or distracting communications of a similar nature, must be reported to the IT Department immediately. Employees are prohibited from remotely accessing Doyon Devices without prior authorization and must follow all security procedures required by the Doyon IT Department. In addition to these measures, periodic Cyber Security Training will be provided by the IT Department and it is the responsibility of all employees to participate and successfully complete this training.

All communications through Doyon Devices are subject to Doyon's Respectful Workplace (Anti-Harassment, Anti-Discrimination, Anti-Bullying, Anti-Retaliation), Confidentiality of Business Information and Non-Solicitation policies. Receipt of any communications perceived as violating any of the foregoing policies should be reported immediately to the employee's supervisor or to Human Resources.

Doyon disclaims responsibility for the content of communications sent through Doyon Devices. While Doyon reserves the right to monitor and give corrective action for inappropriate use of Doyon Devices, Doyon does not intend to routinely screen electronic communications in advance, and so, cannot be responsible for their content.

- D. **Mobile Device Replacement.** Employees in possession of mobile Doyon Devices such as smart phones, laptops or tablets, are expected to protect the equipment from loss, damage or theft. It is not standard practice for Doyon to purchase accidental damage coverage on

Doyon Devices. Doyon may bear the cost of replacing the mobile device once within that device's warranty period, subject to review and approval from the Doyon IT Department. Subject to applicable law, Doyon reserves the right to charge employees for lost, damaged or stolen devices occurring within the warranty period. Due to the sensitive nature of the information on Doyon devices, employees are required to engage and use passwords, passcodes or other protective measures to access the device, and are encouraged to enable multifactor authentication on all mobile devices. Employees must immediately report any loss, damage or theft of a Doyon Device to their supervisor. Upon resignation or termination of employment, or at any time requested by management, employees will be expected to surrender or return their mobile or other Doyon Device(s) in an unlocked or accessible condition. Failure to unlock the Doyon Device prevents Doyon from accessing its asset and may result in a charge to the employee or former employee if it is not unlocked in a timely manner.

- E. **Personal Use of Doyon Devices is Discouraged.** Doyon Devices are intended for business use and personal use is discouraged. Lawful non-business use of Doyon Devices by employees, including Internet access, cell phones that allow text messaging and e-mail, for personal or non-business use will be permitted only on a limited, non-commercial basis during non-working time. All personal and non-business use is subject to the following (not an all-inclusive list):
1. **Personal Data is Used or Stored at the Employee' Own Risk.** Employees who chose to use or store personally owned information, data, software, files or documents, e.g., tax returns, mortgage documents, birth certificates, images, music or video files, apps or any other non-business information, data or documents ("Personal Data") on Doyon Devices do so at their own risk. Doyon shall not be liable or responsible for the loss, damage, duplication, transmission, theft, or corruption of any such Personal Data.
 2. **No Duty to Return or Restore Personal Data.** Doyon has no obligation, either during employment or after termination of employment, to preserve, store, back up or return Personal Data placed on Doyon Devices; nor any obligation to migrate such Personal Data to other Doyon Devices assigned to an employee, or to an employee-owned device.
 3. **No Use of Doyon Devices by Others.** Employees are prohibited from allowing family members, children or anyone else from using Doyon Devices. For example, do not stream or give your Doyon smart phone to a child to stream, movies or videos. Not only does this potentially compromise Doyon IT System security, it can lead to surcharges to Doyon's account for exceeding data usage limits and/or cause bandwidth or other issues that delay business communications.
 4. **Employees Will Be Responsible for Personal Use Charges.** Charges associated with personal or non-business use of Doyon Devices will be the responsibility of the employee

who engages in or allows such use; employees consent to having all such charges deducted from their paycheck in accordance with applicable law.

- F. **Doyon Business on Personal Devices Discouraged.** Conducting Doyon business on personally-owned electronic devices, such as smart phones, laptops, desktops, or tablets is strongly discouraged. Using a personal device for business purposes creates a number of legal and business problems, including, among other things, the obligation to surrender your personal device if subpoenaed (see information below), the loss of any expectation of privacy in anything on your personal device, the possibility of compromising confidential Doyon business information, and the potential for corrective action for using your personal device in a way that violates Doyon policy. Instead, employees are encouraged to acquire a separate, personal smart phone or other device at their own expense, for all non-business uses.
- G. **Devices Subject to Subpoena or Internal Investigation.** Doyon Devices and personal devices used for business purposes are subject to subpoena, court order, search warrant or other valid legal processes, as well as inspection or search as part of a Doyon internal investigation or review. In such an event, Doyon may have a legal obligation to preserve the contents and surrender Doyon Devices, personal devices that have been used for business purposes, and all of their contents, to authorized law enforcement agencies, court or government agency representatives, outside attorneys or parties to lawsuits, arbitrations or other legal proceedings, or to Doyon management or attorneys conducting an internal investigation or review. **This legal obligation will include surrender of all employee personal or non-business information, communications, e-mail, text messages, voice mail, documents, photographs, videos, applications or programs present in or on any Doyon Device or any personal device that has been used for business purposes.** As a condition of employment and being entrusted with Doyon Devices and Doyon Confidential Business Information (See Policy 308), all employees agree to preserve and consent to surrender any Doyon Device, or personal device that has been used for business purposes, with all information intact, when required by legal process or requested by management.

312 SOCIAL MEDIA IN THE WORKPLACE

Use of social media such as Twitter, Facebook, Instagram, YouTube, personal blogs, etc., by employees should generally not be conducted during work time, unless associated with business operations and with the knowledge of the employee's supervisor. Employees should be thoughtful about discussing Doyon or work related topics in any social media setting (during or after working hours). The purpose of this policy is to provide guidelines on appropriate use of social media with respect to the workplace.

The following guidelines should be followed for work-related social media use or posting:

- A. Employees identifying themselves in social media by user name, pictures, profile web pages, etc. may not use trademarks, logos or other intellectual property belonging to Doyon or the Doyon Family of Companies for commercial gain or to indicate that they speak for Doyon,

unless they have prior authorization from the President and CEO or designee. Employees are free to express personal opinions through social media consistent with these guidelines when doing so in a manner which makes it clear that the employee is speaking personally and not on behalf of Doyon;

- B. Employees may not post, discuss or comment on trade secret or proprietary Doyon Confidential Business Information (see Policy 309 Confidential Business Information);
- C. Employees are encouraged to embody Doyon company values and cultural expectations. Be honest and accurate when posting information or news on social media. In crisis situations involving serious injury or death in the workplace we request that employees exercise courtesy and allow Doyon sufficient time to notify family members before posting about the event;
- D. Employees should disclose their affiliation with Doyon if publicly posting about topics related to their jobs so that they do not mislead the public into believing they have no interest in Doyon, its products and services;
- E. Do not gossip about Doyon co-workers, supervisors, shareholders, directors, managers or customers in the workplace or on social media;
- F. If you decide to post complaints or criticism on social media, avoid using statements that reasonably could be viewed as malicious, obscene, threatening or intimidating, or that interfere with co-worker job performance or disparage Doyon customers or clients. Work related social media comments or discussion should comply with Doyon's Respectful Workplace (Anti-Discrimination, Anti-Harassment, Anti-Retaliation, and Anti-Bullying) policy;
- G. Use of social media on Doyon equipment during working time is permitted, if that use is for legitimate Doyon business. Employees should discuss their anticipated business use and the content of any messages they are posting on behalf of Doyon with their supervisor and Human Resources and obtain prior approval before posting; and
- H. Respect copyright, trademark and similar laws and use such protected information in compliance with applicable legal standards.

At Doyon we value open dialogue and free discussion of work related topics. Therefore, reports, concerns or complaints about potential violations of these guidelines will be reviewed on a case-by-case basis with due consideration of all of the circumstances. Employees found to have violated these guidelines may be subject to corrective action in accordance with Policy 303 Corrective Action.

313 SOFTWARE & APPLICATIONS CONTROL

The following policy governs the acquisition, installation and use of commercial and non-commercial computer programs and applications ("Software") within Doyon. All Doyon employees are expected to comply with the spirit, intent and terms of the procedures outlined below. Software is subject to ownership of, copyrights of and license agreements from software or application owners, vendors or licensees. The right (license) to use Software normally stipulates restrictions on copying, distribution and use. Doyon has adopted the policies set forth below to control the ordering, installation, copying and use of Software and to ensure that it and its employees do not infringe these copyrights or violate the terms and conditions of any of our license agreements with our vendors.

- A. **Registration of Software.** All Software installed on computer equipment owned by Doyon must be registered with Information Technology (IT). Registration provides Doyon with Software update notices and demonstrates its compliance with Software licensing or subscription agreements.
- B. **Discovery of Illegal Copies.** If, during any maintenance of computer equipment owned by Doyon, unauthorized or possibly infringing copies of Software are discovered, IT will notify the user of the Software to remove the copies. If appropriate to meet Doyon's needs, IT will arrange for acquisition of authorized copies or appropriate subscription for Software.
- C. **No Copying Permitted.** Doyon employees may not make, possess, distribute or use any unauthorized or infringing copy of Software. Doyon employees will not make any copies of Software without the express authorization of IT.
- D. **No Personal Software.** Doyon employees may not install any personally owned Software on Doyon's computer equipment unless specifically authorized by IT. Such Software shall be registered with and approved by IT as personally owned.
- E. **No Doyon Software to be Taken Home.** Doyon employees may not make copies of Software owned or licensed by Doyon for personal use, and may not take any copies off of business premises without the authorization of IT.
- F. **Control of Original Copies of Software.** The original copy of Software acquired by Doyon, or by any Doyon employee for use on Doyon's computer equipment will be kept by IT. Normally, the working copy of the Software will be installed on the intended user's hard disk. In the case where the Software cannot be installed on a hard disk, the working copy will be kept by the intended user.
- G. **No Lending.** Software or application access credentials shall not be loaned or transferred from one individual within Doyon to another without advising IT so that records can be updated and license obligations tracked. Software or application access credentials shall not be loaned to any person or company outside of Doyon. Doyon employees may not accept or use Software from outside Doyon.
- H. **Corrective Action for Violations.** Doyon views Software control as a serious matter. The unauthorized duplication, misappropriation or other improper use of or access to Software by Doyon employees may violate the copyrights of the owners of the Software or place Doyon in breach of its license agreements with the owners of Software, resulting in substantial penalties or expenses to Doyon. Violations of this policy may result in corrective action, up to and including termination of employment. The unauthorized access to, copying or removal of Software from Doyon's business premises for personal use will be viewed as a misappropriation or theft of Doyon owned property.
- I. **Uploading or Downloading Personal Files is Discouraged.** Uploading or downloading non-business related documents, music, photographs, video files or streaming non-business related Internet content on Doyon Devices is discouraged (see Policy 312 E, above). However, provided that the content or streaming is not adversely impacting Doyon (e.g., consuming bandwidth, causing delays, incurring fees or surcharges) or otherwise creating

problems, these activities are not currently prohibited. Doyon reserves the right to regulate or prohibit these activities, if issues develop.

314 COPYRIGHT AND TRADEMARK MATERIALS

Doyon employees may not engage in illegal or unauthorized use, copying, duplication, downloading or distribution of material, whether belonging to Doyon or a third person, which is subject to federal or state copyright or trademark law or which is subject to similar protections under common law.

315 ELECTRONIC RECORDING OF WORKPLACE COMMUNICATIONS AND PHOTOGRAPHS

Both state, federal, and sometimes local privacy laws strictly control the surreptitious recording of conversations and limit or prohibit taking and using photographs, videos or images of individuals without their permission. Doyon's contracts with clients or customers frequently include similar prohibitions on recording or taking photographs, videos or images of client worksites. Doyon has adopted the following policies to advance the interests underlying these laws as they apply in the workplace.

To avoid potential issues with workplace safety and security, invasion of privacy, sexual or other harassment, and to protect Confidential Business Information and client or customer worksites, employees may not take, distribute or post photographs, images, pictures, videos or audio recordings taken while on working time or of work areas, co-workers, clients or customers without the prior approval of Doyon management.

A clear exception to this policy will be made for employees engaging in activity protected by workplace laws, such as the Occupational Health & Safety Act or the National Labor Relations Act, including, for example, taking pictures of health, safety and/or working condition concerns or of strike, protest, labor-relations matters or other protected concerted activities.

Doyon, however, reserves the right to record business conversations and take photographs, pictures, videos or other images of employees in the course of workplace activities or operations, e.g., to assist in the preparation of meeting minutes, statements taken during the course of internal investigations or lawsuits, promotional materials for the Doyon Family of Companies, documenting Doyon events, employee identification, or other work related matters. Employee consent to Doyon taking and using such work-related recordings, photographs, videos or other images is a condition of employment.

Employees who violate this policy will be subject to corrective action in accordance with Doyon Policy 303 Corrective Action.

316 GOOD FAITH REPORTING

To encourage good faith reporting of problems of alleged violations of law, regulations, and Doyon policies, or for assisting in an investigation or review of such alleged violations, Doyon prohibits retaliatory action against anyone for filing a good faith complaint under this policy or for assisting in an investigation or review, even if the report turns out to have no merit. Through Human Resources and Ethical Advocate, Doyon provides an effective process for employees to express problems, concerns and opinions without fear of retaliation or reprisal.

As a condition of employment, employees are expected to truthfully participate in investigations and reviews of work related matters.

Employees intentionally making a false report will be subject to corrective action. Also, good faith reporting will not shield employees from corrective action for their own workplace infractions or performance issues. Good faith reporting of an employee's own misconduct is viewed positively by Doyon and will be considered a mitigating factor in assessing appropriate corrective action.

400 RESIGNATION

Doyon understands that varying circumstances cause employees to voluntarily resign. The following procedures concern notice and separation from employment.

- A. Employees are encouraged to provide a two week notice to facilitate a smooth transition, and managers are highly encouraged to provide at least 30 days' notice.
- B. Verbal resignations may be accepted; although it is preferred that all resignations be confirmed in writing to the employee's supervisor.
- C. If an employee provides less than two weeks' notice as requested, Doyon may deem the individual ineligible for rehire depending on the circumstances regarding the notice given.
- D. Employees who fail to report to work for three consecutive days without properly communicating to their supervisor or manager will be considered to have abandoned their position and this unexcused absence will be considered a resignation.
- E. Employees will not be allowed to unilaterally withdraw a resignation once the resignation has been received. If the employee and Doyon mutually agree that the resignation can be withdrawn, the employee may continue employment.
- F. Resigning employees are required to return all tools and equipment at the time of resignation. Doyon property includes keys, key cards, badges, credit cards, tools, uniforms, cell/smart phones, computers, laptops, office supplies, and other equipment. Those who fail to return Doyon property will be deemed ineligible for rehire and may be subject to legal proceedings on behalf of Doyon.
- G. Employees who resign may not file a grievance over issues related to their departure from employment.

401 REDUCTION IN FORCE/LAYOFF/FURLOUGH

To the extent that a reduction in force (layoff, furlough, reorganization, etc.) involves positions held by union employees, it will be implemented in accordance with the applicable collective bargaining agreement. All reductions in force involving non-union employees, will be in accordance with this policy. Temporary, Emergency, Seasonal, Interns or on-call employees, are not covered by this policy.

- **Layoff:** when an employee is laid off, the employment relationship is terminated generally without any obligation to rehire. Employees who are laid off through no fault of their own:

- Are generally eligible for unemployment insurance benefits;
 - May be eligible to continue their health care benefits at their own expense under applicable law and plan provisions; and
 - May be able to access 401(k) benefits subject to applicable law and plan provisions.
- **Furlough:** when an employee is furloughed, the employee will no longer report to work or receive a paycheck, but the employment relationship is not severed. Depending on the circumstances and applicable law, Doyon may have the obligation to offer furloughed employees work when it again becomes available, sometimes in the order they were released on furlough. Depending on the state or locality, applicable law, and the circumstances:
 - Furloughed employees may or may not be eligible for unemployment insurance benefits;
 - Doyon may be obligated to continue health care benefits, and the furloughed employee may or may not be required to pay some or all of the premiums; and
 - Furloughed employees may or may not be eligible to access 401(k) benefits.

Doyon reserves the right, subject to applicable law, to make exceptions to the following procedures when it determines that the circumstances surrounding a particular reduction in force so warrants.

A. **Determining Affected Employees**

1. The decision to eliminate, reduce, or reorganize a department, function or job site that results in a layoff or furlough of staff will be based upon the facts and circumstances of the situation. The reason for such an action may take several forms, for example:
 - a. A department, function, and/or job site is being eliminated or scaled down due to financial circumstances, curtailment of work, restructuring, reassessment of core services or lack of work;
 - b. A department, function, and/or job site is being transferred or consolidated with some other part of the system or outsourced;
 - c. Internal restructuring and/or lack of work that results in the elimination of a specific department, job site, or positions or a single position;
 - d. Public health or other declared public emergency such as epidemic, pandemic, terrorist act, or outbreak of war, require business shut down or restructuring, or
 - e. Other needs as determined by Doyon.
2. To the extent that circumstances permit, other alternatives may be explored in lieu of a layoff or furlough. These may include, but are not limited to,

transferring one or more employees to vacant positions for which they are qualified, telework (where feasible), shift changes or reductions in hours, job sharing, etc.

B. Employees Subject to Reduction in Force

1. Determining Staffing Needs

- a. Large scale organizational layoffs affecting 60 employees or more. The President and CEO and appropriate leadership team members will determine large scale organizational layoffs, such as reduction or elimination of operations, programs, or functions and the affected work units.
- b. Medium scale job site layoffs affecting 10-59 employees. The job site manager will recommend staffing levels. The staffing needs will be based on business necessity or as determined by contractual agreements. The job site manager will recommend staffing level reductions by job classification and shift, and submit a staff reduction plan for approval by the Sr. VP and Chief Operations Officer in conjunction with Human Resources. When the plan is approved and announced, employees whose positions are impacted by the plan will be considered affected for purposes of this policy.
- c. Small scale organizational layoffs affecting nine or less employees The job site manager determines the staffing levels. The staffing needs will be based on business necessity or as determined by contractual agreements. The job site manager will recommend staffing level reductions by job classification and shift, and submit a personnel action notice to Human Resources. These employees whose positions are impacted by this action will be considered affected for purposes of this policy.

- 2. Temporary or Seasonal Employees & Interns. Employees hired for specific periods of time (e.g. not to exceed six months) or Interns, will be laid off, unless management determines that a particular Temporary or Seasonal employee or Intern should be retained based on business necessity. Approval of a senior manager will be required to retain a Temporary or Seasonal employee or Intern.
- 3. Open Positions. Departments/job sites that have posted positions which could be filled by affected employees, are expected to offer the open position to any affected employee who meets the job qualifications and assist in the prompt transfer and or placement.
- 4. Factors for Consideration. Before deciding on which staff members will be included in a reduction in force, the department and/or job site may opt to meet with Human Resources to identify the specific business needs and competency

requirements to meet those needs. Layoffs or furlough will be based on the following factors:

- a. Skills, knowledge, competency, and experience;
- b. Past job performance;
- c. Length of service with Doyon and any other Doyon company;
- d. Length of service on that particular contract (if applicable);
- e. Doyon shareholder preference;
- f. The nature, circumstances and potential duration of any public emergency; or
- g. Other factors.

C. Notification

Due to the dynamic environment which causes staffing levels to fluctuate up and down, a reduction in force is considered a termination “for cause” under Personnel Policy 401 B, for which no notice is required, however, Doyon will make every effort to provide the employees identified for layoff or furlough, with a minimum two-week notice. A longer notice period may be provided if required to comply with the Worker Adjustment Retraining and Notification Act (WARN Act), the Older Worker’s Benefit Protection Act and other applicable laws.

D. Options Available for Employees in Eliminated Positions

Employees whose jobs are designated for elimination are encouraged to meet with Human Resources to assess their skills, interests, needs and job competencies. Human Resources and the responsible manager will identify whether cross training or orientation is available, which may prepare the employee for another job within the Doyon Family of Companies. If a job is available for which the employee is qualified, Human Resources and the hiring manager will assist the employee to apply and otherwise facilitate recruitment for the open position.

E. Benefits Continuation

Medical, dental, and vision coverage will be made available in accordance with applicable law and the plan document (e.g. if eligible, the employee may continue healthcare benefit coverage at their own expense through COBRA or other applicable law).

F. General Rehire

Employees separate from employment for various reasons, including reduction in force, voluntary resignation, termination for cause and resignation in lieu of termination. At the time of separation from employment, Doyon will generally designate whether the employee is eligible for rehire and any waiting periods.

1. Doyon reserves the right, in its sole discretion, to make the decision on whether to rehire a former employee, regardless of the nature of the former employee's separation from employment .
2. Doyon reserves the right to change a separated employee's rehire eligibility at any time and may consider any and all relevant information when making rehiring eligibility decisions.
3. Unless otherwise required by applicable law or as expressly stated to the contrary in a furlough notice, employees rehired after layoff, furlough or any other separation:
 - a. Are not guaranteed re-instatement into their previous position, and may be offered employment in any open position for which they are qualified, based on the current needs of Doyon;
 - b. Will be processed in a manner similar to any new hire;
 - c. Must attend any training necessary to prepare the employee for re-entry into the workplace; and
 - d. Will be placed on orientation status.

G. General Recall

Unless otherwise required by applicable law, Doyon will select employees for recall from lay-off or furlough based upon factors that include, but are not limited to, the following:

1. Availability of work;
2. Status as furloughed (as opposed to laid off) with express or implied right to preference when recalled;
2. Qualifications and experience;
 - a. Health, safety, and environmental record;
 - b. Employee's past performance;
 - c. Corrective action history;
 - d. Length of employment;
 - e. Job history, including positions held within Doyon;
 - f. Doyon shareholder preference.
2. Business needs; and
3. The requirements of any public emergency.

While relevant provisions of general rehire will be applied to recalls from layoffs, it should be kept in mind that unlike furloughed employees, employees who have been laid off

do not necessarily have precedence over outside candidates.

402 TERMINATION OF EMPLOYMENT

Regular employees of Doyon may be terminated for the following reasons:

- A. Without cause, subject to 30 calendar days advance notice or payment of the amount normally earned in 30 calendar days in lieu of notice; or
- B. For cause without any advance notice requirement. A termination for cause is defined as one which is not for any arbitrary, capricious, or illegal reason and which is based on facts:
 - 1. Supported by substantial evidence; and
 - 2. Reasonably believed by the employer to be true.

Cause includes, but is not limited to:

- 1. Acts of misconduct, or an economically motivated business reorganization;
- 2. Reduction in the workforce;
- 3. Poor job performance; or
- 4. Sale, transfer or disposal of all or part of Doyon's stock or assets

An employee may be terminated only with the approval of the President and CEO or designee. If immediate action is necessary, a supervisor may place an employee on leave with or without pay pending further investigation.

Terminated employees are not permitted on Doyon property except for on official Doyon business or events, unless they are Doyon shareholders, or other Alaska Natives selling traditional crafts and foods.

403 REHIRE ELIGIBILITY

Any employee who leaves Doyon in "good standing" is generally eligible for rehire. "Good standing" includes providing proper notice and acceptable prior performance.

Any employee who leaves Doyon in a status other than "good standing" as described above, must generally wait at least one year before they are eligible for rehire, provide evidence of a good work history during the past year without any corrective actions and pass all applicable pre-hire processes, including but not limited to background check, Drug or Alcohol testing, fitness for duty testing and physical(s) examinations.

Once a candidate is considered for a position, a rehire eligibility decision will be made by Human Resources. "Eligible for rehire" does not mean the former employee is automatically selected, as

hiring decisions are made by the hiring manager or Human Resources. Doyon reserves the right to consider any and all relevant information when making rehiring eligibility decisions.

404 RIGHTS AND RESPONSIBILITIES ON SEPARATION FROM EMPLOYMENT

Payroll and/or Human Resources will review financial arrangements, including the amount of the employee's final paycheck, compensated absences, classification of separation for purposes of employment, benefits, and similar items.

Human Resources will notify all appropriate departments to assure the return of all Doyon property in the employee's possession, including but not limited to identification, badges, key cards, keys, credit cards, computers, laptops, tablets, cell/smart phones, files, documents, data, software, uniforms, vehicles, etc.

An employee who has resigned or was terminated will be informed of any rights to continued benefits coverage in accordance with applicable law. The employee's final paycheck will be available within the time period required by Alaska Statute 23.05.140(b) or other applicable law.

405 EXIT INTERVIEWS

Doyon may conduct exit interviews with employees who resign or are included in a reduction in force, or whose employment is terminated. The purpose of an exit interview includes:

- A. Reviewing the reason for the termination, reduction in force, or resignation; and
- B. Identifying ways to improve our organization.

500 ZERO TOLERANCE IN THE WORKPLACE

Doyon has zero tolerance for any type of workplace violence committed by or against employees. Employees are prohibited from making threats or engaging in violent activities that directly impact the workplace. All employees should review and understand all provisions of this policy to enhance their safety and the safety of co-workers and customers and to reduce the risk of workplace violence.

This list of behaviors, while not all-inclusive, provides examples of conduct that is prohibited under this policy:

- A. Causing physical injury to another person;
- B. Threatening, harassing, bullying, or intimidating behaviors (as defined in the Doyon Respectful policy) or profane, obscene or similarly inappropriate language or behavior which is reasonably calculated to incite violence;
- C. Inappropriate expressions of violent anger such as yelling, screaming, raising one's voice, breaking or throwing things, which reasonably put subordinates, co-workers or anyone in the workplace, in a state of fear or distress.
- D. Aggressive or hostile behavior that creates a reasonable fear of bodily harm to another person or subjects another individual to emotional distress;
- E. Intentionally damaging or defacing Doyon property or the property of another employee, client or customer; or
- F. Committing harmful, intimidating, bullying, or harassing acts in the workplace that have an adverse impact on employee job performance or workplace productivity, which are motivated by, or related to, sexual harassment or domestic violence.

To the maximum extent possible under Alaska Statute § 18.65.800 or other applicable law, possession of a weapon while on Doyon property or while on Doyon business is strictly prohibited, except where required for legitimate job purposes (e.g., armed security guards). Doyon property and client or customer worksites including all parking lots, open areas, buildings and Doyon or client or customer-owned or provided vehicles, except in common areas open to the general public (e.g. public sidewalks or roads).

Weapons include firearms, knives, explosives, clubs, dangerous chemical agents and other objects which are intended to be used as an offensive weapon, from which a weapon could be made or that are intended to be perceived as a weapon (except for those having a legitimate business purpose, e.g., a box knife or common office cleaning products). If an employee has any questions concerning the scope or application of this policy, including whether specific items constitute prohibited weapons, they should contact their supervisor or Human Resources for clarification.

Any potentially dangerous or violent situation must be reported immediately to a supervisor, Security or by calling 911. All reports will be taken seriously and will be reviewed or investigated as appropriate. Reports or incidents warranting confidentiality will be handled accordingly and information will be disclosed to others only on a need-to-know basis.

501 SAFETY MEASURES

Safety Audits: Doyon will conduct periodic safety audits at each of its work locations to evaluate and determine any vulnerability to workplace violence or other hazards. Necessary corrective actions may be taken to reduce risks.

Individual Situations: While it may be difficult to identify potentially dangerous persons, employees are expected to exercise good judgment and to inform their supervisor or Security if any employee, client, customer or any other person exhibits behavior that could be a sign of potentially dangerous situations in the workplace. Such behavior includes, but are not limited to:

- A. Discussing weapons or bringing them to the workplace without a legitimate business purpose;
- B. Displaying overt signs of extreme stress, resentment, hostility, or anger;
- C. Making threatening or intimidating remarks (as defined by the Respectful Workplace policy);
- D. Sudden or significant deterioration of job performance;
- E. Displaying behavior that is irrational or inappropriate to what is usual and customary in a work place environment; and
- F. Harassment or bullying within the definition of our Respectful Workplace policy.

502 DANGEROUS OR EMERGENCY SITUATIONS

Employees who encounter an armed or dangerous person should not attempt to challenge or disarm the individual, unless as a last resort to protect themselves. If a supervisor, Security or 911 can be safely notified of the need for assistance without endangering the safety of the employee or others, such notice should be given as soon as reasonably possible under the circumstances.

Emergency situations encountered in the workplace, such as fire, flood, bomb threat, toxic exposure, suicide, etc. should be reported immediately to 911, Security and/or a supervisor, as appropriate, and action taken under Doyon's Safety Program and Emergency Action Plan.

503 ENFORCEMENT

Threats, threatening conduct, or acts of aggression or violence in the workplace in violation of these Personnel Policies will not be tolerated. Any employee determined to have committed such acts will be subject to corrective action, up to and including termination of employment. Non-employees engaged in violent acts on the Doyon's premises or worksites will be reported to

the proper authorities and may be restricted from entering Doyon properties or worksites in the future.

504 CONSENT TO SEARCH

Doyon reserves an absolute right to search Doyon owned or provided vehicles, other Doyon property and electronic communications, including IT systems, email and instant messages, at any time for any reason. Doyon further reserves the right to search each employee's person, work areas and personal property present in the workplace, including desks, lockers, vehicles, bags, briefcases, toolboxes, purses, clothing, personal cell/smart phones, laptops, tablets, devices and similar objects. The President and CEO or designee must authorize these searches before they are conducted. Employees working at Doyon client or customer worksites may also be subject to search in accordance with client or customer policies or contractual requirements.

Each employee consents to searches as described in these Personnel Policies as a condition of employment. Employees will acknowledge their consent by signing a Consent to Search Acknowledgement, Appendix C. Regardless of whether an employee has signed a Consent to Search Acknowledgement, an employee's refusal to fully cooperate in any workplace search may result in corrective action, in accordance with Policy 303.

This policy is not intended to create, and should not be construed as imposing, any greater duty or obligation on Doyon to conduct workplace searches than that which currently exists under applicable law, if any.

505 SAFETY

Doyon takes workplace safety seriously. Employee safety depends on the safety consciousness of everyone in the workplace. Always observe the special safety rules applicable in the work area, as well as the following general safety rules. This is not an all-inclusive list.

- A. Immediately report any injury or safety hazard to your supervisor; if not available, report to any available supervisor or manager and Human Resources;
- B. Report property needing repair to Facilities;
- C. Keep work areas clean and orderly at all times;
- D. Comply with Doyon's No Smoking/Vaping, and Drug and Alcohol Free Workplace policies;
- E. Do not allow unauthorized persons to operate equipment or to have access to restricted areas;
- F. Do not operate equipment unless and until you have been trained in how to use it, are authorized to use it, are familiar with it, and have inspected it for safe function and operability;
- G. Employees assigned to a job or task requiring protective shoes, clothing or equipment must use them. Do not dress in a way that might increase the risk of a job-related injury;
- H. Store all materials and equipment in their proper places;
- I. Do not run or engage in horseplay on work premises;
- J. If an employee's job duties include lifting heavy objects, do so with the

appropriate equipment and/or assistance;

- K. Periodically review and become familiar with Doyon's Safety Program and Emergency Action Plan;
- L. Comply with all safety rules and procedures required by Doyon or any applicable client or customer; and
- M. Employees must comply with all health, safety and environmental programs, systems, policies and applicable laws, rules and regulations.

506 SECURITY

Access to Doyon's premises, worksites and non-public events is limited to persons who have a legitimate reason to visit. Unauthorized persons may present a risk to employees, customers, or visitors. If an employee notices an unauthorized person on the premises, worksite or at a non-public event, or witnesses conduct thought to be suspicious, they should report it immediately to Security or their supervisor or a member of Doyon management. If the employee believes there is a threat to personal safety involved, emergency response services (i.e., 911) should be summoned immediately.

The loss or destruction of employee identification, badges, building access cards, office keys, passwords and similar security related credentials or property must be reported immediately to the employee's supervisor.

Employees must also comply with all security rules and procedures required by any Doyon client or customer at client or customer worksites, projects or events.

507 ACCIDENTS AND ACCIDENT REPORTING

If an employee is injured or suspects that they have been injured on the job, on Doyon premises, at a Doyon worksite, during business travel or work related event, or if the employee observes an accident on Doyon premises, at a Doyon worksite or work related event involving any other person or a Doyon Vehicle (see Policy 307), the employee must notify their supervisor immediately regardless of how serious or minor.

As soon as practical, but no later than 24 hours following an injury/accident or suspected injury/accident the injured or observing employee must complete the appropriate form describing the circumstances surrounding the incident. The employee may obtain this form from Human Resources. The information collected will permit Doyon to better assist the employee in obtaining insurance benefits if they qualify for them. The employee must comply with all accident reporting and occupational health and safety rules and procedures as required by any contracts Doyon has with other companies.

Consistent with its Drug & Alcohol Free Workplace policy, Doyon reserves the right to conduct post-accident drug and alcohol testing of all employees involved in on the job accidents or injuries.

508 ENVIRONMENTAL AND OCCUPATIONAL HEALTH AND SAFETY

Doyon is committed to strict compliance with all applicable federal, state and local environmental and occupational health and safety laws and regulations, (collectively the “Safety Laws”), including those that protect employees who raise concerns about potential environmental hazards to the public or occupational safety and health hazards in the workplace.

It is against Doyon policy and a violation of applicable Safety Laws to: intimidate, threaten, restrain, coerce, blacklist, terminate, or in any other manner discriminate against any employee who has:

- A. Commenced or is about to commence or cause to be commenced a proceeding under any Safety Laws or a proceeding for the administration or enforcement imposed under such Safety Laws;
- B. Testified or is about to testify in any such proceeding: and
- C. Assisted or participated, or is about to participate in any manner in a proceeding or in any other action to carry out the purposes of such Safety Laws. Doyon will not retaliate or discriminate against any employee who engages in the types of protected activities described above. Doyon will not tolerate any intimidation, threats or harassment against employees who engage in protected activity by any of its employees.

If an employee believes that Doyon has violated any applicable Safety Laws or regulations, or if the employee believes they have been discriminated against or subjected to threats or harassment for engaging in any protected activity, they should report their concerns immediately to their supervisor, or if the employee’s concerns involve that supervisor, then directly to the President and CEO or Ethical Advocate. Employees are also free to report their concerns to the appropriate governmental agency.

Doyon will promptly investigate all reports of suspected violations of Safety Law(s) and of any such threats or harassment. Based on the information obtained from the investigation, Doyon will take necessary corrective action, up to and including termination of employment.

Doyon wants all of its employees to understand that they are part of a team, which, together with management, is committed to the highest standard of environmental compliance and occupational health and safety. Employees must feel free to communicate their concerns about important issues covered by the Safety Laws such as environmental compliance and workplace safety.

509 DOMESTIC VIOLENCE PREVENTION

- A. **Domestic Violence Awareness:** At Doyon we strive to aid employees, co-workers and others in the workplace to understand and recognize the adverse effects that Domestic Violence (as defined in this policy) can have in the workplace. Domestic Violence occurs in opposite sex, same sex, and non-binary relationships and impacts individuals from all economic, educational, cultural, age, racial and religious groups. Enhanced workplace awareness builds our capacity to create a

supportive and safe work environment for employees experiencing Domestic Violence, their co-workers and others in the workplace.

- B. **Prohibition Against Domestic Violence in the Workplace:** Employees are prohibited from engaging in Domestic Violence in the workplace, during work related travel or at company sponsored activities functions or social events. Workplace Domestic Violence includes incidents that occur outside the workplace that have an adverse impact on workplace safety, productivity or morale. Employees may not use any workplace resources, such as work time, company or client vehicles, work camps, telephones or smart phones, computers, laptops or IT systems, to engage in Domestic Violence or to otherwise threaten, harass, intimidate, embarrass or harm another person in violation of Doyon's Anti-Discrimination, Anti-Harassment, or Anti-Retaliation policies or applicable law.
- C. **Reporting:** Employees who suspect or witness acts of workplace Domestic Violence - whether by or against another employee - shall immediately report the incident or concern to the Human Resources or Legal Department, or to their supervisor, a member of senior management or through Doyon's Ethical Advocate reporting system.
- D. **Investigation and Non-Retaliation:** All reports of suspected or actual workplace Domestic Violence made under this policy will be promptly investigated. Doyon will endeavor to keep Domestic Violence reports and investigations confidential, to the maximum extent reasonably possible under the circumstances. Making a report or participating in an investigation, when done honestly and in good faith, are activities protected under Doyon's Anti-Retaliation Policy.
- E. **Workplace Safety Plan:** Doyon, Limited recognizes that employees who experience Domestic Violence may have temporary difficulty in performing job duties and may require referral to outside resources for support or care. The Human Resources Department will work collaboratively with the employee to address the issues and may develop a workplace safety plan with the employee that provides leave, changes in work schedules or locations, or other accommodations to assist them, in accordance with Doyon policies or applicable law.
 - 1. **Protective or Restraining Orders:** Employees who seek a protective or restraining order related to Domestic Violence may, but are generally not required to, disclose the existence of such an order to Doyon. The exception, where the employee must disclose a protective or restraining order, is when the order specifically names the company (or a company employee) under circumstances where the company is reasonably required to take action to protect the employee at work. Failure to disclose such an order will result in appropriate disciplinary action up to and including termination of employment. When an employee discloses a protective or restraining order, Human Resources will reasonably assist the employee with workplace compliance and will maintain a copy of such order in a confidential file, separate from the employee's personnel file.
 - 2. Employees who are subject to a protective or restraining order, or a named defendant in a criminal action as a result of engaging in Domestic Violence, must disclose such order or criminal action if it will adversely impact (a) the employees ability to perform his or her job duties, (b) another company employee, client or contractor, or (c) specifically relates to or names the company. Failure to disclose such an order or criminal action will result in appropriate disciplinary action up to and including termination of employment.
- F. **Definitions:** For purposes of this policy, the following definitions apply:

1. **“Domestic Violence”** means a pattern of coercive behavior, including acts or threatened acts, used to gain power and control over a current or former spouse, family member, intimate partner, or a person with whom one has or had a dating relationship or a child in common. Domestic violence includes physical, emotional or psychological intimidation, injury, abuse or violence, dating or sexual violence, economic control, harassment or sexual harassment and Stalking, or other similar violations of law or Doyon policies.
2. **“Stalking”** means one or more acts of unwanted or threatening conduct that cause a person to fear for his or her safety or the safety of a family member, or which would cause a reasonable person in a similar situation to fear for his or her safety or that of a family member. Stalking includes following or spying on another person, appearing at another person’s home, work location or other place where the Stalker has no reason to be; waiting at places in order to make unwanted contact with or to monitor another person, and leaving unwanted items, presents, or flowers for another person. Stalking extends to behaviors such as posting or spreading negative or private information, images or rumors about another by word of mouth, in public places or on the Internet. Stalking may also occur through use of technology such as telephone, e-mail, voice-mail, text messaging, GPS and social media.

G. Communication & Consent

1. All employees are required to provide emergency contact information to Human Resources when they are hired and to keep this information up to date. In a situation where Doyon receives a credible report of suspected or actual workplace Domestic Violence, Doyon will take appropriate action to protect both the employee and others in the workplace or work-related location. This may include contacting Doyon Security, other staff or supervisors, 911 or local emergency responders, among others.
2. Generally, Doyon will try to address a report or concern about workplace Domestic Violence with the named employee first. In an emergency or if the employee is not available, Doyon will try to contact the employee’s designated emergency contact. However, if Doyon has contact information for other family members, the employee’s spouse, domestic partner, guardian, next of kin, etc. and any of these may reasonably need to be contacted in the course of workplace Domestic Violence prevention or response, Doyon may contact them and communicate relevant information. As a condition of employment, all employees consent to the forgoing contact and communication.

510 SUICIDE PREVENTION AND RESPONSE

This policy supports the health and well-being of Doyon employees and safeguards the company by providing guidance on preventing and responding to workplace and employment-related suicide. This policy is an adjunct to the Doyon Emergency Action Plan or other emergency response plan, applicable at each business location, and the Doyon Crisis Communications Plan.

- A. **Suicide can be prevented.** At Doyon we strive to aid employees, co-workers and others in the workplace to understand and recognize early warning and immediate danger signs of those at risk of taking their own lives; to respond effectively; and to provide appropriate help to prevent suicide.

1. For specific information on how to identify early warning and immediate danger signs of possible suicide, and steps to respond effectively to prevent suicide, refer to the Doyon Safety Program & Emergency Action Plan, Suicide Prevention Appendix, which can be found on the Employee Web Portal. Copies are also available through the Doyon, Limited Human Resources Department.
2. If suicide is attempted or completed in the workplace or at an employment-related location, immediately contact Doyon Security and the Emergency Response Coordinator identified in the Doyon Emergency Action Plan and proceed as you would for a medical emergency. If no response plan is available, call 911 or local emergency first responder services (e.g., paramedic, ambulance, etc.)

B. Communication, Consent & Confidentiality.

1. All external communications regarding a workplace suicide will be handled through the Doyon SVP of External Affairs and the Crisis Communications Plan.
2. Employees are encouraged to exercise courtesy, to respect the privacy of the individual involved and their families, and to refrain from communicating with others about the attempted or completed suicide, e.g. employees are requested to refrain from posting on social media until Doyon has had sufficient time to notify the family and next of kin.
3. All Doyon employees are required to provide emergency contact information to the Human Resources Department when they are hired and to keep this information up to date. In a situation where an employee is exhibiting early warning signs of potential suicide, has made a threat or attempt to commit suicide, or has committed suicide in the workplace or under circumstances related to employment, Doyon will take appropriate action to protect both the employee and others in the workplace or location. This may include contacting Doyon Security, other staff or supervisors, 911 or local emergency responders, among others.
4. Generally, Doyon will try to contact the employee's designated emergency contact first. However, if Doyon has contact information for other family members, the employee's spouse, domestic partner, guardian, next of kin, etc. and any of these may have information or need to be contacted in the course of an employment-related suicide prevention or response, Doyon may contact them and communicate relevant information. As a condition of employment, all employees consent to the foregoing contact and communication.
5. To the extent reasonably possible under the circumstances, Doyon will endeavor to keep matters pertaining to employment-related suicide prevention or response, confidential, but confidentiality cannot be guaranteed.
6. Employees wishing additional information or having questions about suicide prevention in the workplace should refer to the Doyon Safety Program & Emergency Action Plan, Suicide Prevention Appendix or contact the Human Resources Department.

BENEFITS

600 GENERAL

Doyon and its subsidiary and affiliated companies have different employee benefits programs and policies which may include health insurance, retirement, holidays, compensated leave and others. To learn more about the specific benefits offered, the employee should contact their supervisor or Human Resources. Doyon reserves the right to add to, modify or discontinue any of its benefit programs at any time, in its sole discretion.

601 HOLIDAY PAY

All Doyon employees, other than those classified as on-call employees, are eligible for paid Doyon holidays at their base rate of pay depending on location or contract. Regular part-time employees are eligible for proportional paid Doyon holidays at their base rate of pay as determined by their scheduled hours of work for the day on which a holiday falls.

All eligible, non-exempt employees must work the regularly scheduled work day before and after the holiday in order to receive holiday pay, unless on paid leave. Interns and temporary employees are excluded from this requirement and will be paid holiday pay so long as the holiday falls on the day they were scheduled to work.

Eligible, non-exempt employees required to work on a Doyon holiday shall be paid double their base rate of pay for all hours worked on the holiday. When an eligible, non-exempt employee's usually scheduled day off is also a Doyon holiday, the employee will be paid their base rate for usually scheduled days off in lieu of being granted an alternate day off.

Exempt employees who are required to work on a Doyon holiday will be provided an alternate day off as assigned by their immediate supervisor.

If a Doyon holiday falls on a Saturday it will be observed on the preceding Friday. If a Doyon holiday falls on a Sunday, the holiday will be observed on the following Monday.

If a Doyon holiday falls during an eligible employee paid absence, e.g. PTO, holiday pay will be provided instead of the PTO benefit that would otherwise have applied.

Employees on any type of unpaid leave of absence are not entitled to holiday pay.

Annually, the President and CEO will designate holidays.

602 PAID TIME OFF

Paid Time Off (PTO) is provided for the purpose of rest, relaxation and a planned interruption from the workplace or to attend to personal affairs. PTO should be taken within the year accrued in order to receive the personal replenishment value intended. Supervisors and employees have the responsibility to plan schedules that meet operating requirements of departments and employee requests. In order to balance and meet service and staffing requirements, employees and supervisors should plan time off well in advance.

- A. Eligibility:** Regular full time employees are eligible for PTO. A regular full time employee is defined as an employee who has successfully completed their orientation period and who is hired to work an average of 30 hours or more per week.
- B. Procedures:** Regular full time employees accrue PTO based on years of service and hours worked. Accrual is based on the date employment began and continues through the last full payroll period. Following is a list of procedures:
1. Unless applicable law allows employees to make another choice, employees are required to utilize all accrued PTO prior to any unpaid leave;
 2. Employees are encouraged to take at least 80 hours of leave per year;
 3. PTO is accrued per payroll period and is available for use after accrual;
 4. PTO should be requested by employees in advance through the (UKG) UltiPro Time Management system, and supervisors will approve requested leave in the system when possible. Leave should not be approved if the employee will incur leave without pay.
 5. The maximum number of hours an employee is allowed to carry over is listed in the schedule below in number 11. PTO may accrue above these levels during the fiscal year ("over-accrual"). However, at the end of the fiscal year over-accrual will not carry-over to the following year;
 6. During the orientation period, eligible employees accrue but cannot use PTO. If employment is terminated during the orientation period accrued PTO will not be paid to the employee. Doyon reserves discretion to grant PTO on a case by case basis to orientation employees;
 7. Years of service are calculated from an employee's more recent date of hire (which is the Seniority Date) with Doyon. Employees will accrue PTO at the new higher rate at the beginning of the pay period in which their Seniority Date falls;
 8. Employees and supervisors should plan and schedule workloads to allow each employee to take adequate PTO throughout the fiscal year. All time off requests, except for illness or injury, must be approved in advance. It is the employee's responsibility to provide adequate notice of a PTO request to obtain all required approvals. The employee's immediate supervisor has discretion to grant PTO without advance notice. In such cases, the supervisor may or may not grant PTO, based on the business and operational needs of the department;
 9. PTO is paid at the employee's regular rate of pay;
 10. Upon termination of employment all regular full-time employees who have successfully completed their orientation period will be paid any accrued but unused PTO based on the date of separation, subject to the maximum carry-over limitations described in the applicable PTO Schedule and subject to the following exceptions, among others:

- a. Employees terminated “for cause” forfeit payment of accrued but unused PTO; and
- b. Employees who resign in lieu of termination where substantial evidence exists that would justify termination “for cause”, forfeit payment of accrued but unused PTO.

11. Below is the accrual schedule.

Years of Service	<u>Accrual Rate – Annual</u>	<u>Max Carryover</u>
0-1 years	<u>144 hours (18 days)</u>	144 hours (18 days)
1-2 years	<u>144 hours (18 days)</u>	270 hours (34 days)
2-3 years	<u>180 hours (22 days)</u>	270 hours (34 days)
3-4 years	<u>180 hours (22 days)</u>	324 hours (40 days)
4-5 years	<u>216 hours (27 days)</u>	324 hours (40 days)
5-6 years	<u>216 hours (27 days)</u>	378 hours (47 days)
6-7 years	<u>252 hours (31 days)</u>	378 hours (47 days)
7-8 years	<u>252 hours (31 days)</u>	432 hours (54 days)
8-9 years	<u>288 hours (36 days)</u>	432 hours (54 days)
9-10 years	<u>288 hours (36 days)</u>	486 hours (61 days)
10+ years	<u>324 hours (40 days)</u>	486 hours (61 days)

C. PTO Cash-out: Employees with five or more years of service, and PTO balances that exceed the maximum carryover by 40 hours or more as of the last pay date in September, are eligible to receive a distribution. Eligible employees with:

- 80 hours or more of PTO will be paid 80 hours
- 40 hours or more, but less than 80 hours will be paid 40 hours

All hours that are cashed-out *will be paid at 50 percent of the employee’s regular hourly rate* on or before September 30.

D. PTO Distribution for Hardships: An employee may receive a distribution of accrued PTO in the limited circumstance when an employee experiences an unforeseeable emergency that represents a heavy financial hardship. The following are the limited circumstances that qualify as an unforeseeable emergency:

1. The pending eviction of an employee from the employee’s principal residence or foreclosure on the mortgage of that principal residence;
2. The burial and funeral expenses of the employee’s deceased parent, spouse, or children;
3. The medical expenses of the employee, or the employee’s spouse or children if the medical expense for one of these individuals is due to an illness that exceeds \$20,000 in one year;

4. Damage to an employee's home that occurs due to an event that results in a federal disaster declaration; and
5. Any other unforeseeable emergency that is beyond control that represents a heavy financial hardship to the employee may be granted, at the employer's discretion. An employee must complete the PTO hardship distribution application and also must provide the employer with the documentation that the employer deems to be sufficient to demonstrate the unforeseeable emergency and that it is a heavy financial hardship. The amount of the requested hardship may not exceed the amount required to satisfy the emergency need specified. Doyon has the absolute discretion as to whether to grant or deny a hardship distribution of accrued PTO.

603 BEREAVEMENT LEAVE

Regular full-time employees are eligible for Bereavement Leave, as follows:

1. Up to five consecutive days off with pay in the event of the death of an employee's spouse, child(ren), parent(s), foster parent(s), sibling(s), grandparent(s), grandchild(ren), and mother or father in-law; and
2. An employee may take PTO or leave without pay with approval of their supervisor for the death of an individual other than a family member defined above.

604 ADMINISTRATIVE LEAVE

At the discretion of the President and CEO, administrative leave may be approved, with pay, for any reason.

605 LEAVE SHARING PROGRAM

Doyon's Paid Time Off (PTO) sharing program allows employees to donate accrued and unused PTO to a PTO sharing bank for other employees to use who would otherwise need to take leave without pay resulting in a substantial loss of income because of a medical emergency or major disaster and for which there are no other paid leave options available.

A medical emergency is defined as a medical condition of the employee or a family member which will require the prolonged absence of the employee from work and will result in a substantial loss of income to the employee.

A major disaster is defined as a disaster declared by the President under the Robert T. Stafford Disaster Relief and Emergency Assistance Act. An employee is considered to be adversely affected by a major disaster if the disaster has caused severe hardship to the employee or a family member that requires the employee to be absent from work.

Donations of PTO are deposited into the shared PTO bank rather than donated directly to a specific recipient. An employee may donate up to half of their accrued PTO and must retain a minimum of 40 hours of PTO. In addition, employees who donate PTO that have pending

vacations must retain enough PTO to cover their future time out of the office. Employees requesting to donate PTO must complete a PTO donation form.

Employees are eligible to request donations of PTO from the shared PTO bank if they are experiencing, or if they are caring for a family member who is experiencing a medical emergency or are affected by a major disaster as defined in this policy. Family members include the employee's spouse, parent, child, sibling, including adoptive relatives, but not relatives by marriage (other than spouse).

To be eligible to request donations of PTO, the employee must have:

Worked for Doyon for a minimum of six months;

Exhausted all of his/her paid leave available;

Been absent from the workplace for at least ten (10) working days related to the medical emergency or major disaster, and

Received the approval of a member of Senior Management (obtained by their supervisor).

As long as an employee reaches 10 missed working days, donations can be requested for all unpaid leave time, including missed days already passed. Employees requesting a PTO donation must complete a donation request form, provide documentation supporting the medical emergency and/or disaster affects, and provide authorization to release any information regarding the reason for the donation request to Human Resources before the request is approved. Employees' names will be withheld on request, although Doyon provides no assurance of confidentiality. Doyon management will make a reasonable determination, based on need, as to how much PTO an approved recipient may receive.

PTO donated for a specific major disaster can only be used by a recipient for that same major disaster. Management will determine a reasonable limit on the period of time, after a major disaster occurs, during which donations can be made by donors and used by recipients. Management will make a reasonable determination, based on need, as to how much leave each approved leave recipient may receive. Any PTO donated for a major disaster that is not used for that same disaster will be returned, in the same proportion as the amount donated, within a reasonable period of time to any donor(s) still employed by Doyon.

As per IRS regulations, donor employees may not claim an expense, a tax deduction or a charitable contribution for any of the leave donated under this policy. Additionally, all PTO granted to a recipient employee is considered wages and is subject to applicable payroll taxes.

Any PTO donated and/or granted outside of this policy must be approved by the CEO/President and may make the donor subject to payroll taxes under IRS regulations.

606 LEAVE WITHOUT PAY (UNPAID LEAVE)

Unpaid leave occurs when an employee has exhausted their personal leave balance, where other paid leave options don't apply, and for which the employee didn't work. Employees are expected

to use their accrued paid time off in a responsible manner and Doyon discourages employees from taking excessive unpaid leave.

Leave Without Pay must be approved by the employee's supervisor and Human Resources and should only be requested or granted in limited, serious circumstances, such as employee illness/injury, or the unexpected need to care for a dependent or other family emergency. Leave Without Pay should not be requested or approved for non-emergency reasons, such as vacations or other personal reasons.

Leave Without Pay does not include job protection. Therefore, taking excessive Leave Without Pay, even if approved in advance, can result in absenteeism which may justify corrective action in accordance with Personnel Policy 303.

607 UNPAID PERSONAL LEAVE OF ABSENCE

In an effort to recognize the need of employees who require extended time off, Doyon may, at its discretion, consider an unpaid personal leave of absence for certain personal circumstances. Unpaid personal leaves of absence will be considered for those who have exhausted their personal leave and/or other types of leave offered and need additional time off.

All regular status Doyon employees are eligible to apply for an unpaid personal leave of absence. The personal circumstances determine the length of the leave. Unpaid leaves of absence may only be requested once all other appropriate leaves and leave balances have been exhausted.

Examples of personal circumstances that may qualify for an unpaid leave of absence could include, but are not limited to:

Family or medical reasons where other required leave, such as FMLA, are not available to the employee

Cultural events of significance, such as preparation for a memorial potlatch

A workplace accommodation under the ADA or similar laws, when FMLA or other leave is not available or has been exhausted

Requests for unpaid personal leaves of absence will be evaluated based on the employee's work record, the department's staffing needs, and the reason for requesting the leave. Approvals of the immediate supervisor, senior manager, and human resources are all required for any leave of absence as outlined in this policy.

No benefits, such as Paid Time Off ("PTO"), will be earned while on unpaid leave. Failure to return from leave on the agreed upon date will be treated as a resignation of employment.

The Patient Protection and Affordable Care Act (ACA) regulates health insurance coverage and contains complex rules on when employers, such as Doyon, are obligated to continue to offer health insurance coverage to employees on unpaid leaves of absence either at company expense, or at the employee's expense. The ACA may impact each employee differently depending on the nature of the leave requested, the employee's length of service at Doyon, full or part-time status and other factors. Employees taking unpaid leave should meet with Human Resources to

determine their eligibility for continued health insurance coverage prior to taking unpaid leave. Arrangements for eligible employees to continue coverage for themselves and their dependents should be completed before unpaid leave begins.

If the employee is not eligible for continued health insurance coverage under Doyon's plan during unpaid leave, coverage will generally terminate at the end of the month in which the unpaid leave of absence begins and the employee will be sent information on any right to continue coverage at the employee's expense under the federal Consolidated Omnibus Budget Reconciliation Act ("COBRA").

While Doyon will make every effort to return an employee to the position s/he held prior to the leave of absence, this is not guaranteed, as there may be circumstances under which Doyon is unable to do so. In these circumstances, Doyon will make every effort to reinstate an employee into a position with similar pay and benefits. If there is not a position available with similar pay and benefits for which the employee is qualified, the employee will be allowed a period of two weeks to apply internally for any available positions. If Doyon and the employee are unable to come to a satisfactory employment arrangement, employment will be terminated.

Procedure:

- The employee should request an Unpaid Leave of Absence Request Form from Human Resources and provide the completed form to their supervisor as soon as the need for such leave is known, preferably no less than two weeks in advance of the leave start date. The supervisors will confer with Human Resources and the employee's senior manager to determine if the unpaid leave of absence will be granted.
- Any unpaid leaves of absence which total more than 30 days must additionally be approved by the President or designee.

Military Leave of Absence: Doyon complies with all applicable federal and state laws and regulations relating to employees participating in active or reserve military duty. Employees who need military leave are expected to give Doyon as much advance notice as reasonably possible so Doyon can plan for the absence. Employees will not lose any employment privileges by taking leave.

Please contact Human Resources for more information about military leave or to provide advance notice of military leave.

608 FAMILY AND MEDICAL LEAVE

Doyon complies with the Family and Medical Leave Act ("FMLA"), as amended, and extends the benefits of FMLA and state or local leave laws as legally required. Some of the Doyon Family of Companies are not subject to FMLA or to certain state or local leave laws.

Eligible Employees

An employee is eligible for FMLA leave if the employee has worked for Doyon for at least twelve (12) months, and for at least 1,250 hours over the twelve (12) months immediately preceding the request for leave.

What Leave is Provided

Doyon will provide eligible employees with a maximum of twelve (12) work weeks of unpaid leave during a rolling twelve (12) month period, measured from the date when the first request for FMLA leave begins. FMLA leave may be taken intermittently, or on a reduced work schedule, if medically required. FMLA leave may be combined with any available Paid Time Off ("PTO") the employee has accrued. The eligible employee will be expected to work with Human Resources to ensure that FMLA leave is properly tracked.

- An eligible employee may take FMLA leave for any of the following reasons:
- For the birth, adoption, or foster care placement of a child;
- To care for a spouse, child, or parent who has a "serious health condition"; or
- To handle the employee's own "serious health condition" that makes the employee unable to work.

In situations of a qualifying exigency related to the employee's spouse, son, daughter, or parent who is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty). A "serious health condition" is defined as an illness, injury, impairment, or condition that involves, among other things:

- Hospital care;
- Absence from work for three days or more, plus continuing medical treatment;
- Medical conditions arising from pregnancy;
- Treatment for a chronic medical condition;
- Permanent long-term medical supervision; or
- Multiple medical treatments.

Requesting FMLA Leave

Any employee wishing to take FMLA should give notice to Human Resources and comply with the notice and certification requirements detailed in applicable regulations in the FMLA or other applicable legal requirements for state or local leave.

Returning to Work

When an employee returns from FMLA leave, the employee will be returned to their former job, or to an equivalent job, with similar pay, benefits, and other terms of employment, unless due to legitimate business reasons, the employee's former job no longer exists and no equivalent job is

available.

Employees who take FMLA for their own serious health condition will be required to provide medical certification that they are able to return to work. Employees who are subject to fitness for duty, or other testing, as a condition of employment when they have been absent from work for more than sixty (60) days, may be required to undergo and pass such testing before they will be permitted to return to work.

609 MEDICAL, LIFE AND DISABILITY INSURANCE

Doyon provides medical, dental and vision insurance, life insurance, short-term and long-term disability for regular employees. Temporary employees working more than 30 hours per week are eligible for some benefits.

Summary Plan Description documents are provided to all participants at the time of enrollment in a plan.

Employees can also request benefit summaries and contact information for specific benefit providers from Human Resources.

The Patient Protection and Affordable Care Act (ACA), or successor law, may require individuals to obtain health insurance coverage either through their employer, privately or through a state/federal health insurance exchange, and may impose annual tax penalties for failure to obtain coverage. If an employee is enrolled in a Doyon provided health insurance program and the employee's position drops below 30 hours per week or employment is terminated, the employee should meet with Human Resources to determine eligibility for continued coverage under Doyon's plan either at company expense or at personal expense. If the employee or former employee is no longer eligible for health insurance through Doyon, or elects not to continue coverage, such a change in status may impact the employee or former employee's rights and obligations under the ACA. The ACA has been subject to a number of amendments and court challenges. Doyon cannot provide either legal or tax advice, so in any of these circumstances the employee or former employee is advised to consult competent legal and tax professionals of their choice, at their own expense, to determine their rights and obligations under the ACA.

610 RETIREMENT PLANS

Doyon has established a retirement plan to supplement an employee's income upon retirement. In addition to retirement benefits, the plan provides benefits in the event of death or disability or in the event of termination of employment prior to normal retirement. For specific questions regarding the provisions of the plan or information for specific benefit providers, see the Summary Plan Description available from Human Resources.

611 TUITION ASSISTANCE

Doyon encourages and supports employees in increasing their knowledge and skills through post-secondary education. Doyon is committed to developing its workforce and to fostering an environment that values lifelong learning. Assistance may be offered to employees for the

completion of post-secondary courses to improve their present job skills, and to enhance their potential for career growth within the Doyon Family of Companies.

- A. Employees must meet the following criteria to be eligible for tuition assistance:
 - 1. Current, continuous full-time employment status for at least one year with Doyon prior to the start of the course.
 - 2. One year employment requirement may be waived by Senior Manager for interns who become regular, full time employees.
 - 3. Employee must be in good standing (i.e. not subject to Performance Improvement Plan or Last Chance Agreement).
 - 4. Maintain their full-time employment status for the length of the course.
- B. To be eligible for assistance, the course(s) must meet the following criteria:
 - 1. The course(s) must be offered by an accredited institution.
 - 2. The course(s) and/or accompanying degree must be relevant to the employee's current position or future potential position within the Doyon Family of Companies.
- C. Employees who meet eligibility requirements must initiate the Tuition Assistance process by completing the application from Human Resources.
 - 1. A copy of this approved form must be submitted to Human Resources for the employees' personnel file and also to accounting for tuition payment.
 - 2. Employees must attach a copy of the detailed tuition invoice to this application and a brief description of the course(s) and associated fees.
 - 3. Employees are expected to submit an official copy of the grade record or transcript for verification and future eligibility.
- D. The application must be approved four weeks prior to the start of the course.
- E. Doyon will pay up to 9 credits per calendar year for each employee as a direct payment to the accredited university. Tuition assistance will not be paid for other additional and mandatory fees associated with the course, such as student government fees, books and materials, lab fee, parking, networking, etc.
- F. It is Doyon's expectation that courses will not interfere with the employee's normal working schedule or Doyon's hours of business. Any deviation must be approved in advance by the employee's supervisor. All pre-approved time missed from work for school will be unpaid, unless PTO is used. It is the expectation that course work be done on the employee's own time and not during working hours when recording hours worked.
- G. Payment of tuition is processed in accordance with Internal Revenue Service regulations; therefore, it may be subject to income tax. Employees are encouraged to check with an accountant or an IRS representative for more information. If employee leaves employment within 6 months of tuition payment or does not meet full time requirement

through class completion, employee may be asked repay tuition assistance paid, subject to State of Alaska, wage & hour requirements.

H. Exceptions to this policy may be granted only by the President and CEO.

612 JURY DUTY

Performance of jury and witness duty is part of a person's responsibilities as a citizen. Unless the employee's job responsibilities require it, Doyon will not ask or encourage the employee to request to be excused from or postpone a call to jury/witness duty. If the employee is required to perform jury duty, they will be expected to surrender their jury duty check and the employee will be paid their regular salary.

Employees will be expected to:

1. Work their regular schedule on any day they are not required to be present in court.
2. Work the remaining part of any scheduled shift if excused from jury/witness duty in time to return to the workplace prior to the end of the shift, unless PTO is requested and approved by the supervisor in advance
3. Obtain a Certificate of Attendance showing the dates and times of service from the jury clerk so that you can:
 - a. Use this information to enter Jury Duty Pay on your timecard, and
 - b. Provide a copy to your supervisor and Human Resources.

An employee's jury/witness duty is not considered work time and hours spent on jury duty will not be counted toward overtime.

613 TIME OFF FOR VOTING

Doyon encourages each employee to exercise their right to vote. In most situations, a person should be able to vote before or after work or by absentee ballot. If the employee does not have at least two consecutive hours to do so either before or after the end of their regular work shift, they may take time off from work without a loss of pay in which to vote. Employees must request this time off in advance from their supervisor, and must have a valid reason why they cannot vote other than during work hours.

614 PAY ADVANCE

Employees must receive approval from their supervisor for any pay advance request. The amount of the advance cannot exceed the amount of money that the employee has earned for the respective pay period. Employees should not become reliant on pay advances and only three pay advances are permitted per employee each fiscal year. Upon the first request for a pay advance, a human resources representative will contact the requesting employee to inform them of financial planning resources available to them through the Employee Assistance Program.

615 SUCCESSION PROGRAM

To ensure that pools of prepared candidates are available for key positions in the Doyon companies, Doyon has adopted a succession program.

Targeted positions will be at the Senior Management and General Manager level, but may include other supervisory and management positions. Doyon will support participants' development through appropriate means. The President and CEO or designee will be responsible for monitoring the succession program and Human Resources will be responsible for administration of the program.

Steps in the succession program include:

- A. Annually assessing the likelihood of a vacancy;
- B. Documenting key competencies of the targeted positions;
- C. Identifying individuals within or outside of Doyon who possess a sufficient number of the critical competencies to fill critical positions; and
- D. Documenting employee competencies, determining competency gaps, and developing development plans.

616 BRIDGE IN SERVICE

Employees rehired by Doyon who have had a break in service for less than one year will have an adjusted seniority rate that includes their prior job history for the purposes of leave accrual and benefits. Employees who have more than a one-year break in employment with Doyon will restart their accrual and benefits.

Employees who transfer to Doyon from another subsidiary with less than a one-year break in employment will have an adjusted seniority rate for leave accrual only.

COMPENSATION

700 BASE SALARY AND BONUSES

Doyon believes its compensation system should reflect the needs and goals of both Doyon and its employees. In an effort to provide a strong and equitable compensation package for its employees, Doyon will make a reasonable effort to administer compensation practices, which provide for:

External equity: total compensation that is competitive within the market. This may include bonuses, base salary and/or benefit packages;

Internal equity: positions with comparable value have comparable ranges for base salary;

Process equity: procedures uniformly followed to administer the compensation system; and

Balance: compensation system that balances these equities with the needs and financial health of Doyon and the best interests of its shareholders.

701 GUIDELINES

Employee compensation shall be:

Established uniformly without regard to race, religion, color, national origin, age, gender or other classifications protected by law and any other legal obligations of Doyon; and

Administered consistently within the established base salary system to ensure fairness.

702 IMPACT OF EMPLOYMENT CHANGES

- A. **Promotion:** A promotion is defined as moving from a position in one grade to a position in a higher grade. Salary placement will be at the minimum of the new grade or 10% increase, whichever is greater. Consideration will be given to internal equity and external competitiveness for the impact of employee changes. Any promotional increases will become effective the following pay period after approved in writing by the President and CEO or designee.
- B. **Transfer:** The reassignment of an employee to a different job in the same salary range. A transfer may occur within a department or between different departments. Lateral transfers do not automatically trigger an increase in base rate of pay. Any increases must be justified in writing and approved by the President and CEO or designee.
- C. **Reclassification:** The reassignment of a job to a higher grade in Doyon's salary structure due to a significant change in responsibilities. Reclassification also includes advancement of positions that have an established career ladder. Salary placement will be at the minimum of the new grade or 5% increase, whichever is greater. Salary placement will also consider internal equity and external competitiveness.

- D. **Demotion/Reassignment:** This type of movement is defined as reassignment of a job to a lower grade in Doyon's salary structure due to a significant change in responsibilities and/or moving to a salary range of a lower-grade level. Salary placement will be commensurate with the new salary range, qualifications and experience of the incumbent.

703 JOB CLASSIFICATION

- A. Doyon's job classification system is administered to ensure that each employee's compensation is within a salary range that is fair and equitable. Salary ranges are established through a series of steps.
 - 1. Positions are grouped with other comparable positions. Specific considerations include level of responsibility, financial impact the position makes on operations, and position requirements such as education, technical skills, and experience.
 - 2. Salary base ranges ("grade level") are then established in a manner to be competitive with market rates.
 - 3. The result is that all positions within Doyon are assigned a broad salary range (usually 50% spread) which describes the general amount (minimum and maximum) that Doyon feels is appropriate given all variables, fair and competitive.
- B. Human Resources is responsible for determining the appropriate salary grade levels for all positions that fall between grade 7 and 20. The President and CEO determine the salary in grade level 21 and above, with the exception of the salary of the President and CEO and the Senior Vice President and Chief Operating Officer, which are determined by the Board of Directors.

704 SALARY RANGES

- A. Each position will be assigned to a salary range. Employees are paid at a rate equivalent to at least the minimum in an assigned salary range. A starting salary for a new employee may exceed the minimum of the pay range if their experience is sufficient to justify it. Comparisons are made to the pay of current employees in the same grade with similar job titles, responsibilities, backgrounds, tenure with the company and other relevant factors.
- B. The President and CEO or designee shall have at their discretion the authority to authorize, on an individual case-by-case basis, a salary rate that exceeds the maximum of the assigned salary classification range. This is utilized as an exception-only rule and in recognition of outstanding employees who are near or at the maximum of their salary range.

705 ADJUSTMENTS TO THE SALARY SCHEDULE

Salary ranges and relative ranking of positions are generally reviewed on a three-year cycle. Human Resources has the responsibility for conducting an ongoing review of the structure for

competitiveness and shall maintain/monitor the schedule. Changing labor market conditions may warrant more frequent review causing the salary schedule to be modified. Comparisons are most generally made with organizations in the same industry and geographic area.

706 COMMUNICATION OF THE SALARY SCHEDULE

- A. Managers should have knowledge of the salary schedule and salary ranges for all positions reporting to them.
- B. Employees are entitled to know their salary grade level and range. Managers may also communicate the same information for those positions for which the employee aspires.

707 PAY RAISES

Doyon believes that it is in the best interest of the organization to fairly compensate its workforce for the value of the work provided. It is Doyon's intention to use a compensation system that balances the needs and financial health of Doyon and is internally equitable and externally competitive, in which the value of a position is based on the skills, knowledge and contributions of a fully productive and high performing employee.

- A. **Factors:** Whether or not a pay raise is given depends on the employee's performance, position within the salary range, market conditions, internal equity, level of responsibility, demonstration of increased value to Doyon, budget for payroll increases, business needs and other factors that include the employee's hire date, whether the employee is on a Performance Improvement Plan and other factors Doyon deems relevant at the time.
- B. **Market:** The compensation system will evaluate external competitiveness which is the relative marketplace job worth of each position in the market using local, national and industry specific data.
- C. **Timing:** Approved pay raises will generally be effective on October 1st, however, deviations from this schedule may occur at Doyon's discretion without any guaranteed retroactive application. Completion of the Compensation Adjustment Form is required by the supervisor and must be reviewed by Human Resources and approved by the President and CEO or designee prior to the issuance of any pay raise.
- D. **Employees on Performance Improvement Plan (PIP):** No pay raises shall be approved if an employee is on a PIP. Employees who are on a PIP can be considered eligible only after successful completion of the PIP.

708 ACTING PAY

In the event a qualified employee is temporarily appointed to a higher level position, in an acting capacity for a minimum of 30 days, the employee will receive a salary increase. An employee will receive acting pay for additional duties that are technically advanced; require substantially more discretion, authority or accountability; supervision; or otherwise require the employee to utilize clearly higher level skills and abilities not required in their current job. Completion of the Compensation Adjustment Form is required by the supervisor and must be reviewed by Human

Resources and approved by the President and CEO or designee prior to the issuance of any Acting Pay.

An acting appointment is given to an individual who is not performing the majority of their previous duties in order to accomplish the tasks of a higher level position.

Determination of pay increase will be based on the level of duties the employee will perform. Employees will receive a salary increase which is commensurate with the minimum of the assigned grade level established for the position. The pay increase remains in effect until the end of the acting assignment. The supervisor will communicate the end of the acting assignment to both the employee and Human Resources. An employee who is returning to their former position will have their salary placed at the former salary for that position; any applicable salary increases that would have been applied had there not been a change in assignment will go into effective upon the employee's reinstatement to their former position. No retroactive adjustments will be made.

709 BONUSES

Doyon is committed to attracting and retaining individuals who demonstrate loyalty and dedication for the past year of service.

- A. Eligibility: Full-time, Regular employees in grade 7 and above are eligible for annual bonuses to reward them for their commitment to Doyon. The amount the individual employee is eligible for depends upon their grade level. Bonus payments for eligible employees hired after October 1 will be pro-rated based upon the number of days the employee worked during the fiscal year.
- B. Termination of Employment: Employees who are terminated (voluntary or involuntary) prior to the payment of bonuses will not be eligible for or paid a bonus. Exceptions include: employees who terminate due to death or disability, and employees who retire with at least five years of continuous service. In only those limited circumstances, the amount paid will be set by the scheduled amount, prorated based upon the number of days the employee worked during the fiscal year.
- C. Timing: Eligibility for bonuses will be determined as of September 30. Bonuses will be processed during the normal scheduled payment in December unless authorized earlier by the President.
- D. Employees on Performance Improvement Plan (PIP): No bonus shall be approved if an employee is on a PIP.

710 SPOT AWARD

An employee may receive immediate recognition through a Spot Award for a specific action, service, contribution or achievement beyond what is normally expected. Recognition takes the form of immediate acknowledgment and may be awarded in the form of cash. The award is not to be used as an incentive for pre-established goals or objectives and should be tied to a discrete action rather than awarded for a situation of consistent exceptional performance. Completion of the Compensation Adjustment Form is required by the supervisor and must be reviewed by Human Resources and approved by the President and CEO or designee prior to the issuance of any Spot Award.

APPENDICES

- A. EMPLOYEE'S STATEMENT OF UNDERSTANDING
- B. CONFIDENTIALITY AGREEMENT
- C. CONSENT TO SEARCH

A. EMPLOYEE'S STATEMENT OF UNDERSTANDING

I acknowledge and agree that:

- A. I have received the Doyon, Limited Personnel Policies;
- B. I am responsible for reading, understanding and following these policies throughout my employment;
- C. The Personnel Policies are not an agreement or contract for employment of any specified duration;
- D. The Personnel Policies may be changed from time to time; and all such changes will become effective immediately after the President and CEO's approval;
- E. I have a continuing obligation to become informed of all such changes and will review the contents of the Personnel Policies at least annually and updates promptly after they are distributed; and
- F. These Personnel Policies are current and replace all earlier versions.

Unless otherwise approved in writing by the President and CEO, my employment is "at-will" which means that I am free to terminate the employment relationship at any time for any reason, and Doyon, Limited is free to terminate my employment at any time, for any reason, as discussed in the Personnel Policies.

Signature	Printed Name	Date

B. CONFIDENTIALITY AGREEMENT

As an employee of Doyon I understand that during the course of my employment I may gain access to Confidential Business Information, defined in Personnel Policy 309, as follows:

Business related communications (e-mail, voice mail, text, instant messages, recordings, videos, etc.), information that is not publicly known and which involves trade secrets, or proprietary data, attorney-client privileged communications or attorney litigation work product, business reports and surveys, plans, drawings, diagrams, apparatus, mechanisms, tools, equipment, designs, specifications, samples, marketing plans, information as to existing or future products or services, financial projections, budgets, business or financial plans and strategies, reports, customer and supplier lists (including customer identity, rates, services and contract terms), cost and pricing information, manuals, concepts, techniques, methods, systems, research, development or experimental work, work in process, operations, schedules of employee compensation, personnel records, account records, advertising and promotional information, or other similar items regarding Doyon operations or its employees, clients or vendors. Likewise, identification badges, keys, passwords and other similar personnel authentication information or credentials that allow access to Doyon business premises or work sites, vehicles, computer programs, software or applications, Internet, Cloud accounts or other information technology systems belonging to Doyon, its clients, customers or any government agency doing business with the Doyon Family of Companies (collectively "Confidential Business Information").

As a part of Doyon hiring and continuing to employ me, and providing me with compensation, benefits and access to confidential or trade secret information:

1. I agree during the term of my employment with Doyon or afterwards not to disclose any Confidential Business Information to anyone outside the Company, or use Confidential Business Information in any way whatsoever, except to the extent authorized by Doyon in order to carry out my job duties or as required by valid legal process;
2. I agree not to remove physically or electronically or to upload, download or forward any Confidential Business Information from Doyon's facilities except as necessary in the performance of my job duties for Doyon;
3. I agree that all documents and files in any format or media containing Confidential Business Information furnished to me by Doyon, used on Doyon's behalf, or generated or obtained during my employment with Doyon are the property of Doyon;
4. I agree to immediately return all Confidential Business Information and all documents or files containing any Confidential Business Information, in my possession or control, to Doyon upon Doyon's request, or upon termination of my employment with Doyon. I also agree that upon termination of my employment with Doyon, I will immediately turn in all other property belonging to Doyon;

5. For purposes of this Agreement, the term Third Party means any organization, entity or individual other than Doyon, its employees and directors;
6. I understand and acknowledge that Doyon has received and will receive trade secrets and confidential business and technical information, communications, documents or items from Third Parties that are subject to a duty by Doyon to maintain confidentiality and to use them only for certain limited purposes ("Third Party Confidential Information"). I agree during the term of my employment with Doyon or afterwards not to disclose any Third Party Confidential Information to anyone, or use such Third Party Confidential Information in any way whatsoever, except to the extent authorized by Doyon in order to carry out my job duties or as required by valid legal process;
7. I understand that for purposes of this Agreement, the term Confidential Business Information includes any and all copies or images thereof in any media or format. I understand that if I have any questions about what comprises Confidential Business Information, I will consult my supervisor;
8. During my employment, I agree to devote my best efforts to further the interests of Doyon and will not, without first obtaining the written consent from Doyon, engage in any other employment, activity, investment, interest or association which would be hostile, adverse to or competitive with Doyon, or which would interfere with performance of my job duties for Doyon or the independent exercise of my judgment in Doyon's best interests. I agree to fully disclose any other employment, activities, investments, interests, relationships or associations in writing to Doyon that may be required by law, or necessary in order to disclose conflicts of interest;
9. In the course of my work for Doyon I will not knowingly use confidential, proprietary, or trade-secret documents, information, communications, tangible items or work products belonging to another person or entity without the owner's express permission, except as authorized by applicable law, license or contract;
10. If any portion of this Agreement is found to be invalid, unenforceable or void, the remainder of this Agreement will remain in full effect;
11. My duties and obligations under this Agreement supplement, and do not supersede, those duties and obligations imposed upon me by the Alaska Uniform Trade Secrets Act, AS 45.50.910, et seq., and other applicable laws and regulations;
12. I acknowledge that any disclosure of Confidential Business Information, or any breach or threatened breach of any terms of this Agreement, will cause irreparable harm to Doyon, for which monetary damages would be inadequate and that Doyon will be entitled to equitable relief in court to prevent or restrain any such disclosure, breach or threatened breach. Equitable relief may include, but is not limited to, temporary restraining orders, preliminary and permanent injunctions, without the necessity for posting bond or other security, which is hereby expressly waived. I understand and agree that the equitable remedies described above are in addition to, and do not limit Doyon's rights and remedies under this Agreement and applicable law; and

13. I further acknowledge and agree to the following:

- a. Doyon has incurred substantial expenses in recruiting and training me;
- b. Compliance with the terms of this Agreement is necessary for the protection of the interests of Doyon;
- c. Doyon would not enter into or continue my employment relationship if the foregoing terms were not included in this Agreement;
- d. Nothing in this Agreement is intended to prohibit or limit my protected rights to engage in concerted activity, i.e., to express opinions or hold discussions with other employees or Doyon management about wages, hours, terms or conditions of employment, or to band together with other employees for mutual workplace aid or protection as defined in the National Labor Relations Act, through guidance issued by the National Labor Relations Board or other applicable federal, state or local agencies or law governing workplace conduct or relationships.
- e. Nothing in this Agreement is intended to prohibit or limit my rights to report possible violations of federal, state or local law or regulation to any governmental agency or entity, or make other disclosures that are protected under federal, state or local law or regulation. I further understand that nothing in this Agreement requires me to obtain prior authorization from Doyon to make any such reports or disclosures to any governmental agency or entity or to notify Doyon that I have made such reports or disclosures. Moreover, I understand that pursuant to the federal Defend Trade Secrets Act of 2016, I may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made: (a) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (b) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

Signature	Printed Name	Date

C. CONSENT TO SEARCH

I hereby acknowledge my consent to workplace related searches as described in Personnel Policy 504 Consent to Search, as follows:

Doyon reserves an absolute right to search Doyon owned or provided vehicles, other Doyon property and electronic communications, including email and instant messages, at any time for any reason. Doyon further reserves the right to search each employee's person, work areas and personal property present in the workplace, including desks, lockers, vehicles, bags, briefcases, toolboxes, purses, clothing, personal cell phones, laptops, tablets, devices and similar objects. The President and CEO or designee must authorize these searches before they are conducted. Employees working at Doyon client or customer worksites may also be subject to search in accordance with client or customer policies or contractual requirements.

I further acknowledge that my refusal to fully cooperate in any workplace search may result in corrective action, up to and including termination of my employment.

Signature	Printed Name	Date