ORDINANCE 8:
PERSONNEL POLICY & PROCEDURES
KETCHIKAN INDIAN COMMUNITY
Approved by Tribal Council: December 10, 2007
ACKNOWLEDGMENT OF RECEIPT AND UNDERSTANDING

This Ordinance is provided for your information and immediate reference. You are responsible for reading it carefully and completely as it contains policies and rules which apply to you.

I hereby acknowledge, understand and agree that:

(1) Ketchikan Indian Community (the “Tribe”) may change, rescind or add to any policies, benefits or practices described in this Ordinance at any time in its sole and absolute discretion with or without prior notice.

(2) Employment with the Tribe is not for a specified term and is at the mutual consent of the employee and the Tribe. Accordingly, the employee can terminate the employment relationship at any time, and the Tribe can terminate the employment relationship for reasons contained in this Ordinance. Nothing contained in this Ordinance is intended to create, nor shall be construed as creating, a contract of employment, express or implied, a contractual commitment by the Tribe, or a guarantee of or entitlement to employment for a definite or indefinite term.

(3) I have received a copy of this Ordinance and understand that I am responsible for familiarizing myself with the information contained herein.

(4) I understand that this Ordinance replaces and supersedes all other previous personnel Ordinances, handbooks or manuals.

(5) I am aware that during the course of my employment confidential information may be made available to me. I understand that this information is critical to the success and protection of the Tribe and must not be given out or used outside the Tribe or with non-tribal employees unless specific and express authorization is given. In the event of termination of employment, whether voluntary or involuntary, I hereby agree not to utilize or exploit this information with any other individual, company or governmental agency.

Please sign and return this page to the Human Resources Department.

___________________________________________  ____________
Employee’s Signature                        Date

___________________________________________  ____________
Human Resources Director                    Date
KETCHIKAN INDIAN CORPORATION
d/b/a KETCHIKAN INDIAN COMMUNITY

PREFACE:

Ketchikan Indian Community is the governing body for the Natives in the Ketchikan area. It has an established Charter, Constitution and By-laws which were approved on December 20, 1939 by Oscar L. Chapman, then Assistant Secretary of the U.S. Department of the Interior. The documents were adopted by the Ketchikan Indian Community members on January 27, 1940.

Annual elections for the members of the Tribal Council are held in accordance with procedures outlined within the approved By-Laws.

The Tribe receives grants from federal and state funding agencies to carry-out all the activities inherent to Indian Tribes.

The Tribe began direct delivery services to the Native residents of Ketchikan with two (2) staff members when it received Johnson-O’Malley Education funds in 1975. The number of direct service staff and programming increased with the identification of community needs and the availability of Self-Determination contracting funds.

Beginning in 1992, the Tribe became a Signatory in a Compact of Self-Governance between the Southeast Tribes and the United States of America.

This Compact is to carry out an unprecedented Self-Governance Demonstration Project, authorized by Title III, P.L. 100-472, which is intended as an experiment in the areas of planning, funding and program operations within the Government-to-Government relationship between the signatory Indian Tribes and the United States.

MISSION STATEMENT

Claiming our aboriginal rights as a sovereign nation, we the Tribal Council pledge to maintain, preserve, and plan for the health, welfare, and living standards for our tribal members by promoting social services, cultural awareness, education, and economic development.

February 19, 1993
TRIBAL HISTORY

** Ketchikan Indian Community (KIC or the “Tribe”) is a federally recognized Indian Tribe incorporated under the authorities of the Indian Reorganization Act (IRA) of 1934, as amended by Congress in 1936 to include Alaska.

** Incorporated as a Tribe in 1940, KIC has an eight (8) member Tribal Council which serves as the governing and legislative body and convenes once a month, twelve (12) months out of the year.

** KIC enrolls Natives who are able to prove some degree of Native blood.

** KIC's primary enrolled Tribal members are Tlingit, the Natives indigenous to the Ketchikan area. However, there are a large number of Tsimshians and Haidas also indigenous to the region. Most KIC members are descendants of more than one of the three groups.

** KIC's membership and service population is the area within the Ketchikan Gateway Borough, excluding the City of Saxman. Saxman has a separate Indian Reorganization Act Council (IRA) which represents their interests. Tlingit and Haida Central Council in Juneau serve the Saxman Indian Community.

** KIC has an enrollment of 5,393 as of September 2007.

** KIC operates primarily on funds from the U.S. Department of the Interior, through the Self-Governance Project (Compact).

** The programs administered at Ketchikan Indian Community are:
- Johnson O'Malley Program
  - Early Childhood Program & Cultural Indian Education
- Social Services
- Indian Child Welfare Act Services
- General Assistance Program
- Tribal Alcohol Program
- Tribal Employment Rights Program-Employment Program
- Home Improvement Program
- College Scholarship Assistance
- Adult Vocational Training Grants
- Adult Basic Education
- Enrollment
- Tribal Medical & Dental Clinic
- Deer Mountain Hatchery & Eagle Center
- KIC Housing Authority

KIC's main offices are located at 2960 Tongass, (907) 228-4941, FAX number (907) 228-5224.
KIC TRIBAL HEALTH CLINIC HISTORY

KIC Tribal Health Clinic is an ambulatory healthcare clinic for the Natives in the Ketchikan/Saxman area. It has an established advisory board and By-laws, which were approved in October 1997.

Annual elections for the members of the KIC/OVS Health Board are held in accordance with procedures outlined within the approved By-Laws.

The Tribe receives funding from Indian Health Service and combined with third party collections establish medical programs. Grants from federal and state funding agencies assist to carry out all the activities inherent to Native ambulatory clinics.

The Tribe began direct health care services to the Native residents of Ketchikan October 1, 1997 when it received Compact funds for FY98. Saxman residents began receiving their care on October 1, 1998. The number of medical and support staff will coincide with the identification of community needs and the availability of funds.

The programs, functions, services or activities that the KIC Tribal Health Clinic performs include:

- Acute patient care including admitting to Ketchikan General Hospital
- Ambulatory care services
- Dental services
- Screening and health education
- Twenty-four hour physician coverage
- Pharmacy
- Physical Therapy
- Social Services
- Laboratory
- Contract Health Services

This Compact is to carry out ambulatory health care services for Alaska Natives/American Indians residing in the Ketchikan Gateway Borough including Saxman by Title III, P.L. 93-638 requirements.

MISSION STATEMENT

"KIC Tribal Health Clinic in partnership with our patients and with respect for Native cultures, will provide high quality professional services to promote and improve the health of Alaska Natives and American Indians"

November 2000
(Revised)
SECTION 1: INTRODUCTION

01.01 APPLICABILITY: The policies contained herein shall apply to all employees of the Ketchikan Indian Community, unless otherwise specifically provided for in this Ordinance or in a written employment contract with the Tribe, and will be uniformly administered.

01.02 GOALS: These personnel policies are designed to carry-out the overall goals of the Ketchikan Indian Community listed in the Amended Articles of Incorporation of the Ketchikan Indian Community and are as follows:

01.02.01 To promote pride of the Natives of Alaska in their heritage and traditions.

01.02.02 To preserve Native customs, traditions, and arts.

01.02.03 To promote the physical, economic, educational, and social well-being of its Tribal Members.
SECTION 2: GENERAL PROVISIONS

This Ordinance is a policy for missed swipes for managerial and supervisory staff, and employees of KIC. This Ordinance is not a contract for any aspect of KIC.

02.01 RELATIONS WITH OTHER EMPLOYEES AND THE PUBLIC

02.01.01 Employees shall be respectful of differences of opinion between themselves and their colleagues.

02.01.02 Employees shall treat all colleagues without discrimination. Evidence of discrimination on the basis of race, color, religion, tribal origin, age, sex, disability or political affiliation will be grounds for disciplinary action.

02.01.03 Employees shall act in a manner supportive of colleagues who are fulfilling their responsibilities.

02.01.04 Employees shall treat their colleagues with respect.

02.01.05 Employees shall assume responsibility for sharing pertinent knowledge with colleagues.

02.01.06 Employees shall hold themselves responsible for the quality and extent of the service they perform.

02.01.07 Employees shall respect the privacy and the human dignity of all persons with whom they have contact.

02.02 OBJECTIVE - This Ordinance is designed to assist KIC Department Directors to implement establish guidelines and procedures, maintain consistent employment practices, and continue good employee relations.

02.03 SCOPE OF ORDINANCE - This Ordinance can not be changed except by the Tribal Council. This Ordinance can not supersede the Constitution or Bylaws of KIC.

02.04 INTERPRETATION - The KIC Human Resource Department has the responsibility for interpreting, maintaining, and modifying this manual. Changes will be distributed to all employees as implemented, after Tribal Council approves.

02.05 DELINNIATION OF AUTHORITY The Department Director is the link between employees and Administration and, as such, is both management and employee. The Department Director reports to the Health Administrator for all clinic employees and to the General Manager/Deputy GM for all other employees; the Health Administrator reports to the General Manager: the General Manager reports to the Tribal Council.

02.05.01 The Tribal Council sets policy for the Tribe and is the final authority for program management.
02.05.02 The General Manager is the executive authority for all program management.

To assure all KIC's programs are successful and carried out in an efficient and professional manner, two guidelines must be followed:

A. Neither Administration nor any employee may direct or attempt to control activities of any Tribal Council/Health Board member except through the Health Administrator and General Manager.

B. Neither the Tribal Council/Health Board may direct or attempt to control the activities of any employee except through the Health Administrator and General Manager.

02.05.03 The Health Administrator is responsible for overall KIC Tribal Health Clinic operations.

No Department Director has the authority to imply or offer employment (written or verbal) to any applicant or prospective employee; this includes working and/or living conditions; salary, benefits, travel or relocation allowances and related expenses, including any conditions of employment. The General Manager is the only position with the authority to hire or terminate a regular employee.

02.06 EMPLOYEES AS TRIBAL REPRESENTATIVES: All appointments of employees to local and statewide boards, committees, etc., made on behalf of the Tribe, shall be sanctioned by the Council President/General Manager.

02.07 INDIAN PREFERENCE: Consistent with Public Law 93-638 and other federal laws recognizing the inherent right of the Tribe to exercise Indian Preference, preference in connection with the administration of 638 contracts or grants shall be given to Indians. The KIC Native preference policy, for hiring, promotions, transfers and training opportunities, requires that if a Native applicant is determined by the General Manager to meet the minimum qualifications for a position and to be capable of performing competently in the position, on the basis of the applicant's education, experience, job performance history, interview and references, the applicant shall be selected for the position. If there is more than one Native applicant for a position, the best qualified among these shall be selected, in the order of priority set forth below:

1. KIC enrolled member
2. Alaska Native/American Indian Non-member
3. Non-member

02.08 EQUAL EMPLOYMENT: Although exempt from federal equal employment law requirements, the Tribe is committed to a policy of equal opportunity for everyone. We strive to hire, train, promote, and compensate employees on the basis of personal competence and potential for advancement regardless of age, race, color, sex, religion, national origin, disability or veteran status, subject to the tribal and Indian preference provisions contained in this Ordinance. Our equal employment opportunity philosophy applies to all aspects of employment with the Tribe.

The Tribe is also committed to providing a workplace free from discrimination based on disability. It is the responsibility of the employee or applicant to request an accommodation by completing a Request for Accommodation Form (Can get from HR Dept.) of any physical or mental disability which substantially
limits a major life activity of the employee or applicant. The Tribe will take all such requests seriously and will promptly determine whether the employee or applicant is a qualified individual with a disability and whether a reasonable accommodation exists which would allow the employee or applicant to perform the essential functions of the job without imposing an undue hardship on the Tribe or other employees.

SECTION 3: PROHIBITIONS AND PENALTIES

03.01 POLITICAL ACTIVITIES: Employment with the Tribe shall not be offered as a consideration or regard for the support or defeat of any political party or candidate for public office, nor shall any person as an employee engage in partisan political activities during working hours such as seeking sponsorship of political promotions or petitions.

03.01.01 No person may seek or attempt to use any political party endorsement in connection with any appointment or promotion.

03.02 ACCEPTING GIFTS: No reward, favor, gift or other form of remuneration in addition to regular compensation can be solicited or accepted by an employee from any vendor, contractor, individual, firm, or any other source having or proposing to have a relationship with the Tribe, or in connection with any appointment, promotion, or advantage in any position with the Tribe, other than ordinary social activities.

03.02.01 Consult your immediate supervisor if you are unclear on the gifts or remuneration policy.

03.03 ADDITIONAL PROHIBITIONS:

03.03.01 No employee of the Tribe may speak for, or on behalf of, the Tribe without express prior approval of the General Manager.

03.03.02 Employees may not provide written or verbal recommendations (including favorable and unfavorable recommendations) for current or past employees on the Tribe's behalf without express prior approval of the General Manager.

03.03.03 Studies and reports written under the sponsorship of the Tribe or any of its departments, must be read and approved by the relevant Department Manager and submitted for approval to the Tribe General Manager or designated individual, before distribution within or outside the Tribe.

03.03.04 Any information concerning the business affairs of the Tribe, its suppliers, employees or personnel associated with the Tribe is confidential and restricted. Falsification, misuse, removal or disclosure of confidential company records will subject an employee to disciplinary action, including termination. Items that are considered confidential include, but are not limited to the following: financial data, Tribal plans and strategies, organizational charts, wage information, policy and procedure manuals, research and analysis, customer or supplier lists, Tribal member/client information, and employment data for current and former employees. Employees may be required to sign confidentiality agreements as a condition of employment with the Tribe. Employees are not permitted to remove or make copies of any Tribal records, reports or documents without prior management approval. If an employee is questioned by someone outside
the Tribe or the Tribe’s department and is concerned about the appropriateness of giving out certain information, the employee is not required to answer and as politely as possible, should refer the request to the employee’s supervisor.

03.03.05 Employees shall not deal with individual Tribal Council/Health Board Members on Personnel matters. Likewise, employees shall not approach the Tribal Council/Health Board on Personnel matters while the Council/Health Board is in session, without following prescribed procedure (please see Grievance Procedure). Exception to this process is outlined in the Tribal Council Policy where Council/Health Board members as part of their duties communicate with staff when necessary.

03.03.06 No employee shall plan, engage in, or provide assistance to others in planning or engaging in any violation of Tribal, Federal, or applicable State law.

03.03.07 No employee shall plan, engage in, or provide assistance to others in planning or engaging in, physical violence, destruction of property, or physical injury to any person or persons. Employees should affirmatively do what they can to prevent such activities and to discourage any direct action that is violent in manner of purpose or is calculated to incite civil disorders. Any employee having information about such actual or planned activities should report this information as soon as possible to his or her supervisor.

03.03.08 Employees shall not discuss personal matters during working hours or in a manner which interferes with the employee’s ability to perform his or her job. Disciplinary actions should be discussed only pursuant to the grievance process.

03.04 OUTSIDE EMPLOYMENT/EDUCATION: Employment/Education outside of the Tribe shall not interfere with the efficient performance of the employee’s duties in their position with the Tribe and are at the request of the employee.

03.04.01 Such employment/education shall not involve a conflict of interest or conflict with the employee’s duties at the Tribe.

03.04.02 Such employment/education shall not occur during the employee’s regular or assigned working hours at the Tribe, unless the employee, during the entire day, on which such employment occurs, is on either Annual Leave, or approved Leave without Pay

03.04.03 Before accepting any supplementary job or accepting a job with the Tribe while being employed elsewhere, an employee must indicate on their application or notify their supervisor in writing of the non-Tribal employment to determine if there is a conflict of interest or possible adverse effect on the employee’s performance with the Tribe. Failure to provide notification may be grounds for immediate termination.

03.05 CONTROLLED SUBSTANCES: No employee may work report to work, or be present on Tribal premises, in Tribal vehicles or engage in any work-related activities while under the influence of illegal drugs, alcohol, or controlled substances. In addition, the unauthorized manufacture, distribution, dispensation, possession, or use of drugs or alcohol on Tribal premises, in Tribal vehicles or while engaged in work activities is strictly prohibited. Any violation of this policy may result in disciplinary
action up to and including immediate termination. (Please also see 12.08: Substance Abuse/Drug Free Work Place Plan).

03.05.01 Job applicants may be required, as part of the screening process, to undergo a drug screen to determine the presence of illegal drugs. Also, where there is any reason to believe that an employee is using, or is under the influence of illegal drugs, alcohol or controlled substances, the Tribe may require that the individual submit to a test for the presence of any of these substances.

03.05.02 Each employee taking medication which could affect safety or job performance is responsible for notifying his or her immediate supervisor and providing a physician’s certificate stating that the employee is able to safely and efficiently perform their duties while on such medication. This certification must be provided before reporting to work.

03.05.03 The Tribe reserves the right to take all appropriate and lawful actions to enforce this policy, including but not limited to, the right to inspect the employee’s personal property and lockers, desks, vehicles or other Tribal property.

03.05.04 Consent to (random) drug testing and inspections under this policy shall be a condition of employment or continued employment with the Tribe. Any employee who fails to sign the acknowledgment and medical consent and release forms, fails to undergo a properly requested inspection or drug test, fails to provide a specimen in accordance with testing procedures, or leaves the testing area prior to completion of the test procedure, shall be subject to discipline up to and including termination.

03.05.05 Any employee having a drug or alcohol problem will seek assistance before the problem affects the individual’s job, health or safety or is otherwise found to violate this policy. The Tribe will attempt to assist employees through referrals to the extent these measures do not impose an undue burden on the Tribe or others or jeopardize the health and safety of the employee, other employees, guests, or others.

03.05.06 Any employee involved in a reportable accident or who sustains a personal injury while on duty shall be required to take a post-incident drug screen. Use or possession of alcoholic or non-prescription illegal drugs and/or controlled substances, or working under the influence of alcohol or such drugs or controlled substances, is prohibited during an employee’s working hours.

03.06 SMOKING: Smoking is allowed only in designated smoking areas at break time. Smoking and use of all tobacco products, is prohibited at all KIC locations and in tribally owned or leased vehicles. In view of the established fact that smoking is directly related to excess morbidity and mortality, and that smoking constitutes one of the nation’s major preventive health problems, it is the policy of the KIC to establish a facility environment which discourages smoking and which reinforces non-smoking practices among employees, patients, and visitors.

03.07 DAMAGE OR LOSS OF TRIBAL PROPERTY: Employees are required to report any accident, damage or loss of property, in writing, immediately to their supervisor, the Finance Director, and General Manager. Employees shall not be allowed to borrow Tribal property for personal use. Employees may be required to reimburse the Tribe for the value of the lost or damaged Tribal property.
03.08 **TRIBAL VEHICLES:** Only drivers who have received prior authorization in accordance with the vehicle provisions of the Tribe’s Travel Policy may drive Tribally owned vehicles or personal vehicles for official tribal business. A driving record release form can be obtained from the Human Resource Dept.

03.08.01 An employee who is responsible for damage (due to the employee’s negligence) to vehicles owned by the Tribe will be required to repay the Tribe at least one-half of the deductible amounts mandated by the Tribe’s insurance policy.

03.08.02 Failure to comply with this policy and the vehicle provisions of the Tribe’s Travel Policy may result in disciplinary action including termination. If an employee is driving a vehicle in violation of this policy, primary insurance coverage will not be provided by the Tribe’s policy, but it is expected that primary coverage will be provided by the driver’s policy.

03.09 **CONDUCT OF EMPLOYEES AT TRIBAL COUNCIL/HEALTH BOARD MEETINGS:** The Tribal Council/Health Board has the authority to require all employees to make an appearance at the Council/Board’s convenience.

03.09.01 Employees will be notified by the General Manager/Health Administrator, or designee, of his/her scheduled time to appear.

03.09.02 Only employees directed to attend the Tribal Council/Health Board meetings by the General Manager/Health Administrator, or required by their job description, will be compensated for their attendance at Council meetings.

03.09.03 Employees making a presentation to the Tribal Council/Health Board as an employee, will address the scope of their program only.

03.09.04 Employees attending the Council/Board meeting(s) will refrain from criticizing, questioning or otherwise distracting a colleague from their report.

03.10 **APPEARANCE:** Because the Tribe serves the public and frequently receives visitors, it is expected that the personal appearance of all employees is appropriate and reflects a positive image of the Tribe.

03.10.01 Clothing items that are not allowed include but not limited to: skirts (three or more inches above knee), halter tops, spaghetti strapped tops, blouses or dresses, tube tops, short-waisted shirts, or spandex. This rule applies to both males and female employees. If an employee’s clothing is offensive, a supervisor has the discretion to have an employee change their attire.

03.10.02 Clinic employees shall wear appropriate attire reflective of their job duties. Direct patient-care contact employees will be provided scrubs at no personal expense.

03.11 **CHILDREN IN THE WORKPLACE:** Employees are not permitted to bring children to the work site during work hours. While KIC is aware of occasional daycare difficulties, children cannot be permitted to remain on tribal premises due to legal liability of permitting such practice. Directors may grant emergency annual leave when unforeseen circumstances arise
03.12 USE OF KIC COMPUTERS, INTERNET AND ELECTRONIC MAIL:

03.12.01 Tribal employees are given access to computers, the Internet and electronic mail for the conducting of activities related to KIC business. They are not to be used by employees to conduct private commercial or fund-raising activities.

03.12.02 Tribal employees are expected to use discretion and good judgment in their use of KIC computers, the Internet and electronic mail. Employees are to avoid usage which a reasonable person would find offensive because of inappropriate references to sex, gender or sexual orientation, race, national origin, religious beliefs, age, or physical or mental disabilities.

03.12.03 Tribal employees have no expectation of privacy with respect to their use of KIC computers, the Internet or electronic mail. Tribal management retains the right to monitor employee use of these resources to ensure that use is appropriate.

SECTION 4: CLASSIFICATIONS

04.01 GENERAL CLASSIFICATION: The General Manager and/or the appointed delegate shall prepare and maintain a position classification plan which classifies all positions into groups on the basis of duties, responsibilities, and required qualifications. A staffing roster and organizational chart may be a part of the position classification plan which is typically updated on a yearly basis.

KIC employs several different types of employees: direct hire, commissioned corp., civil service, intern and contract.

04.01.01 DIRECT HIRE employees are staff hired directly with KIC funds. This includes temporary, permanent, part-time and full-time. These employees follow the KIC Personnel Policy Manual.

04.01.02 COMMISSIONED CORP employees are staff hired through Memorandums of Agreement (MOA) with Alaska Area Native Health Service. These individuals are federal employees and will continue to be paid by the federal government at rates of pay established by Congress and respective agencies. In many cases their pay and benefits will differ from Direct Hire employees. These employees follow the military requirements of the Public Health System, which supersede KIC Policy and Procedures.

04.01.03 CIVIL SERVICE employees are staff hired through the Intergovernmental Personnel Agreement (IPA) with Alaska Area Native Health Service. These individuals are federal employees and will continue to be paid by the federal government at rates of pay established by Congress and respective agencies. In many cases their pay and benefits will differ from Direct Hire employees. These employees follow requirements of the Public Health System, which supersede KIC Policy and Procedures.
04.01.04 CONTRACT employees are staff hired directly with KIC funds and require exceptions due to their education, qualifications, and position. These employees follow the KIC Personnel Policy Manual unless otherwise stated in the contract.

04.01.05 INTERN is considered a temporary employee hired directly with KIC funds. Housing and transportation are optional. These employees follow the KIC Personnel Policy and Manual.

04.01.06 STUDENT/RESIDENT/VOLUNTEER are individuals who wish to contribute service to gain work experience, internship, or a simple donation of service without compensation. These individuals are not employees of KIC and receive no employee benefits. They are covered under KIC’s Workman’s Compensation Policy.

A) STUDENT is an individual who will fill out proper documentation as a volunteer; they will receive no monetary compensation or employee benefits. Housing and transportation are optional. These individuals follow the KIC Personnel Policy and Manual.

B) RESIDENT is an individual who will fill out proper documentation as a volunteer; they will receive no monetary compensation or employee benefits, but will have access to Locum Tenen Housing and a GSA vehicle if available. These individuals follow the KIC Personnel Policy and Manual.

C) VOLUNTEER is an individual who will fill out proper documentation as a volunteer. They will receive no monetary compensation, benefits, housing, or transportation.

04.01.07 REGULAR EMPLOYEE: An employee whose position requires that he/she successfully complete a probationary period. With the exception of the general manager, a regular employee may only be dismissed from employment for cause. The General Manager is an At-Will employee, and may be dismissed from employment for any reason or for no reason by the Tribal Council according to their Employment Agreement. Regular employees are eligible for benefits, see Section 12.

04.01.08 FULL-TIME EMPLOYEE: An employee who works a full-time normal work week of forty (40) hours on a regular basis and who is not a temporary employee shall be considered a full-time employee.

04.01.09 PART-TIME EMPLOYEE: A regularly scheduled employee, who works less than the normal work week of forty (40) hours, shall be considered a part-time employee. A part-time employee can be eligible for partial benefits depending on those programs requirements. See Human Resources for more information.

04.01.10 PROBATIONARY EMPLOYEE: an employee, either full-time or part-time, who has not completed the Probationary Period, shall be considered a probationary or at-will employee.
04.01.11 **TEMPORARY EMPLOYEE:** An employee who is hired for a specific period of time, or specific project assignment, shall be considered a temporary employee and at-will with no benefits. Temporary positions may include but are not limited to the following:

A) Seasonal  
B) JTPA funded  
C) Intern  
D) Culture & Education Program funded  

04.02 **JOB DESCRIPTIONS:** The General Manager and/or the appointed delegate shall provide and maintain a written job description for each position which shall include an appropriate title, a description of the duties and responsibilities, training and experience, qualifications, and other necessary specifications. Descriptions shall be kept up-to-date, and reviewed yearly so that the positions existing at any time will be covered by accurate specifications. Changes to the job description must be approved by the General Manager and new positions need to be approved by the Tribal Council.

04.02.01 Each employee of the Tribe will be provided with a copy of the job description for his/her position when hired, and a copy made part of the employee's personnel folder. When an employee changes positions, the employee will be given a job description covering his/her new position and a copy of that description will be added to the employee's personnel folder.

04.02.02 Periodic review of job descriptions and classifications is a normal and necessary part of any job classification system. If an employee feels their position is improperly classified they may file a written statement indicating the reasons they believe the classification is improper with their immediate supervisor. A change in job description or classification, if made, may affect the rate of pay for such position.

04.03 **OTHER DUTIES AS ASSIGNED:** Other duties may be assigned which are necessary to promote the goals and objectives of the Tribe or designated authority. Employees will be expected to accept additional responsibilities as the need arises.

**SECTION 5: RECRUITMENT**

05.01 **ADVERTISING POSITIONS:** Internal advertising will be conducted through all Native organizations in Ketchikan. If no qualified applicants apply, the position will be advertised externally. Except as provided in this Ordinance, all vacant positions to be filled within the Tribe, shall be advertised for a minimum of seven (7) calendar days. This allows career development transfers of qualified employees as well as the employment of new individuals with specific skills. An Authorization to Hire form must be completed and authorized by the appropriate staff before advertising of a position begins. This form can be found with the Human Resource Department.

05.01.01 All temporary positions that last for more than two (2) months but less than six (6) months, shall be advertised for a minimum of five (5) calendar days.

05.01.02 All temporary positions that last for two (2) months or less will be advertised through the Culture and Education Program and posted on the Tribe's Job Bulletin Board for five (5) calendar days.
05.01.03 Emergency "fill-in" positions or "day laborers" may be hired through the Culture and Education Program or from applications of qualified tribal members on file.

05.01.04 At the discretion of the General Manager and consistent with KIC's Indian preference policy, positions may be filled without advertising.

05.02 APPLICATION VERIFICATION: Documentation will be required as to the education, tribal affiliation (for purposes of Indian Preference), training and experience of the applicant and other pertinent information.

05.03 TESTS, EXAMINATIONS, CERTIFICATES AND LICENSES: When the nature and duties of the job warrant, job applicants may be required to take certain tests or examinations. Such a test or examination will refer only to the knowledge, skills, and abilities of the applicant that are necessary to perform the duties of the job for which the candidate has applied.

Some positions may require the employee to possess certified skills or licenses. Where the job requires special certification or an occupational license, the job applicant will be required to submit documented proof of the possession of any license, certificate, degree and/or other qualification before work may commence.

05.04 REVIEW OF APPLICATIONS AND/OR RESUMES: Unless other arrangements are made, the Department Director is responsible for review of all applications/resumes against job qualifications. It is recommended that three candidates will be selected for an interview.

05.05 INTERVIEWS: A panel of three staff members will interview each candidate with a pre-written questionnaire. Final recommendation will be based on panel consensus and forwarded to the Human Resource (HR) Department.

05.06 SELECTION: After review by Administration/HR, the General Manager/Health Administrator will authorize the hire of applicant. Only then can the Director contact the individual and offer employment.

05.07 BACKGROUND CHECK: All positions and also those positions that work with children, the elderly, have substantial financial responsibility, and/or the disabled, will be required to have a background clearance check to enable them to work. Please refer to the Background Investigation policy for additional details.

05.08 RELOCATION EXPENSES: Certain positions will require relocation costs from outside the community. The maximum expense allotted for a single employee, no dependents is $5,000. The maximum expense allotted for an employee with spouse and/or dependents is $7,500. A Relocation Expense Agreement is required with approval from both applicant and KIC before arrangements are paid.

05.09 EMPLOYEE ORIENTATION: KIC is responsible to assist employees in understanding its goals and practices through an orientation process. Each employee has the right to understand his or her rights and responsibilities. Please refer to the KIC New Employee Orientation Policy for specific details.
Any direct-patient care position will be required to complete the infection-control orientation before patient contact is allowed; this includes but is not limited to Blood-borne Pathogens and Exposure procedures.

05.10 **NEPOTISM:** No person may be hired in any department of the Tribe if a member of the person's immediate family is employed as a supervisor in that department or who has selection, hiring, supervisory, or operational responsibilities for the department. Immediate family includes: husband, wife, father, mother, sister, brother, son or daughter, aunts or uncles, niece or nephew, grandparents, grandchildren and live-in companion.

There shall be no deviation from this policy except by waiver of the Tribal Council.

05.11 **NO EMPLOYEE ON TRIBAL COUNCIL:** No person may be hired in any department of the Tribe if he/she is a member on the Tribal Council of the Tribe. Conversely, no employee may be a member of the Tribal Council.

05.11.01 No employee shall serve on policy making boards or advisory boards of the Tribe.

**SECTION 6: TRAINING**

06.01 **IN-SERVICE TRAINING:** The Department Manager, in cooperation with the Tribal Administration, may initiate programs of in-service training so that quality of services rendered may be raised and the employees may be aided in preparing themselves for advancement.

06.02 **CONTINUING MEDICAL EDUCATION/COMMISSIONED OFFICER EDUCATION:** All staff required to attend CME/COE training to retain their professional license will be granted funds and administrative leave needed on an annual basis provided funding is available. All travel requirements will be complied with under KIC policy.

06.03 **PERSONNEL TRAINING** will be granted to staff as required to maintain their education based upon their responsibilities. All travel requirements will be complied with under KIC Travel policy and as funding allows.

06.04 **PERSONNEL TRAINING REIMBURSEMENT AGREEMENT** Employees are encouraged to request training to enhance their job skills directly related to their major duties of their current position but not necessarily required under their job description i.e., certificate or degree. A “Personnel Training Reimbursement Agreement will be required for this training request exception. Please refer to the “Personnel Training Reimbursement” Policy for additional details.

**SECTION 7: PROBATIONARY PERIOD**

07.01 **PROBATIONARY PERIOD:** The Probationary Period shall begin with the date of employment and will be effective for at least three (3) months. Employees who are in probationary status are considered at-will employees. It is a temporary period that gives a new employee an opportunity to discover if he or she enjoys working for the Tribe and wants to continue such employment. It also gives the Tribe a
chance to evaluate the employee's performance in the position. The employee's supervisor shall determine at the end of three months if the employee will become a regular status employee.

07.01.01 During this probationary period, an employee’s job performance will be monitored. The employee’s immediate supervisor will conduct informal evaluations with the employee in order to provide guidance, corrective measures to be taken in job performance, and/or support positive contributions and efforts of the employee. A record of these informal evaluations will be added to the employee's Personnel file. If, after the first month of the probationary period, the employee’s immediate supervisor judges the employee’s work performance to be below average or unsatisfactory, but also considers the employee to have the capabilities to fulfill the demands of the position, then the supervisor will complete a written evaluation which details the improvement which must be made if the employee is to remain with the Tribe after the completion of the probationary period.

07.01.02 Although the probationary period is for three months it may be extended at the discretion of management for another period of up to three months. The probationary period cannot be extended beyond this second period.

07.01.03 Except for the General Manager, an employee who successfully completes the probationary period may not be dismissed except for cause. An employee who fails to successfully complete the probationary period will be dismissed.

07.02 TERMINATION DURING PROBATIONARY PERIOD: An employee may resign or be discharged during the Probationary Period without cause. Neither the employee nor the Tribe is required to give the other party prior notification nor show cause.

07.02.01 An employee dismissed during the probationary period is not eligible to utilize the grievance procedure, unless the individual alleges discrimination due to race, tribal affiliation, sex, age, disability, religious or political affiliation.

07.02.02 In no case should the successful completion of the probationary period be considered an entitlement to regular employment, nor does it affect the individual's ability to resign from the Tribe at any time. Also the three month probationary period should not be considered an employee contract of 90 days. Termination is possible at any time during employment, including the probationary period.

07.03 END OF PROBATIONARY PERIOD EVALUATION: An evaluation of the employee's performance will be completed within two (2) weeks prior to the end of the probationary period by the Department Manager. The evaluation process is not an express or implied contract for continued employment and does not create an obligation on the part of the Tribe to retain an employee during or after the evaluation process. A performance evaluation is not Grievable.

07.04 POSITION TRANSFER DURING PROBATIONARY PERIOD: An employee who transfers to another position will be evaluated on their work performance for a three-month period; no other benefits or entitlements will be affected.

07.05 Position Transfer for Regular or Full-Time Employees:
07.05.01  An employee may be transferred from one position to another position in the same or a different class with the same or a lower pay range without a break in service. An employee’s request for a transfer shall be made in writing to the employee’s Department Director. The Department Director shall refer the written transfer request to the General Manager. The General Manager shall either approve or disapprove the request. There is no guarantee of a transfer due to current open positions at the time of the transfer request.

07.05.02  A regular permanent employee transferred to a position in another department shall serve a three month transferal probationary period. Regular benefits will not be affected. The three month probationary period may be extended by the Department Director for any period not to exceed three (3) additional months. If such an employee fails to complete satisfactorily this transferal probationary period, the employee may be transferred back to their pre-transfer position, provided a vacancy exists.

SECTION 8: PERFORMANCE EVALUATION

08.01  ANNUAL EVALUATION: Each employee will be evaluated prior to the end of their three months of employment and annually thereafter. Performance evaluations are not Grievable.

08.01.01  Employee will complete a self-evaluation form and give to supervisor for inclusion in the performance evaluation.

08.01.02  Following the completion of the performance evaluation form, the form shall be signed by the employee and his/her supervisor, inserted in the employee’s personnel file and a copy provided to the employee if he/she so wishes. In lieu of a signature, a signed statement by the supervisor stating that the evaluation was completed and reviewed may be accepted.

08.01.03  It is the responsibility of the Department Director/Supervisor to conduct annual evaluations for their direct staff.

08.02  COMPETENCE: Please refer to the Competency Skills policy. Each department will have specific competency skills assessment tests for their specialty.

08.03  CREDENTIALING & PRIVILEGING: Medical staff credential files are kept in the Medical Secretary’s office and contain medical staff membership and privileges data on each health care professional at the Clinic exclusive of nursing/pharmacy services. Upon receipt of a signed release and request by the professional, information may be copied and sent to other health care organizations or health individuals.

08.04  REAPPOINTMENT/RE CREDENTIALING: Recredentialing is completed every two years or as required by law for all medical providers including dentists, dental hygienists, and physical therapists.

08.04.01  Each licensed provider assumes responsibility for licensure verification and renewal. No employee will be authorized to perform his or her job duties if a license is not approved, expired or suspended. Please refer to the Medical Department Policy & Procedure Manual for additional information.
SECTION 9: PERSONNEL/EMPLOYEE RECORDS

09.01 CONFIDENTIAL SYSTEM: The Tribe, to the extent possible, shall maintain employee records in a confidential manner.

09.02 EMPLOYEE ACCESS: Employees shall have access to all information contained in their own personnel file. However, because the files are the property of the Tribe, they may not be removed and their access is restricted. Access to these records is limited to the General Manager, the designated Personnel Officer, the employee’s immediate supervisor, the Tribal Council, and the employee.

09.02.01 Employees who wish to review their own file should contact the General Manager, Health Administrator, or Human Resources in writing. With reasonable advance notice, employees may review their own personnel file in the presence of the General Manager, the designated Personnel Officer or the employee’s immediate supervisor.

09.02.02 The Tribal Council may access an employee’s personnel record only if the employee is involved in the grievance process or where otherwise required under tribal law. The employee must provide a written consent form with their signature and only information relevant to the grievance will be provided.

09.02.03 Information or documents in an employee personnel file may be disclosed when legally compelled at the direction of a court order or other form of legal process.

09.02.04 Disciplinary action taken against an employee based on an act of sexual harassment may be disclosed to the employee who has been harassed.

09.03 PERSONNEL FILE: An employee’s personnel file may include the following:

09.03.01 Application for employment.

09.03.02 Reference letters and verification of previous employment, including salary received.

09.03.03 Copies of any employment correspondence, including notification of employment form/orientation check list.

09.03.04 Current job description.

09.03.05 Record of all personnel evaluations, including changes in position, income, and grades.

09.03.06 Record of all formal disciplinary actions such as adverse personnel actions shall be maintained in their personnel file.

09.03.07 Letters/certificates of appreciation.

09.03.08 Employees shall report changes in name, address, telephone number, marital status, and insurance beneficiary to the personnel office within thirty (30) days of change.
09.03.09 Training records.
09.03.10 Exit interview form.
09.03.11 Acknowledgment of Receipt and Understanding Form
09.03.12 Background criminal investigation results.
09.03.13 Orientation Checklist
09.03.14 Confidentiality Oath
09.03.15 Written Consent Form (to release personnel documents in the grievance process)
09.03.16 Written Consent Form (to release personnel documents to the employee)

09.04 SEPARATE INFORMATION: Medical information for employees will be maintained in files separate from the personnel file. KIC may also maintain grievance and investigative paperwork in files that require limited access, apart from the primary file, as deemed appropriate by management. Generally, the main personnel file will disclose the existence of such limited access files.
SECTION 10: CATEGORIES OF EMPLOYEES & HOURS OF WORK

10.01 WORK WEEK: Forty (40) hours of actual attendance on duty or authorized holidays and Leave of Absence with Pay shall constitute the work week for full-time employees. Training hours as part of a regular work week must be scheduled and approved by the Department head.

10.01.01 The normal work week will typically consist of five (5) to seven (7) consecutive work days. However, under certain circumstances this may be changed by the General Manager.

10.02 WORK HOURS: Standard working hours shall be between 8:00 A.M. to 12:00 Noon and 1:00 P.M. to 5:00 P.M., for all employees unless otherwise directed by an immediate supervisor with prior written approval of the General Manager. The standard work week begins at midnight on Sunday through 11:59pm on Saturday.

10.02.01 Employees are not required to work during their lunch periods, and an employee may not work during the lunch period and leave work prior to the end of the scheduled work day, without approval from their supervisor. If an employee violates this policy it can be grounds for discipline according to this Ordinance.

10.02.02 Working hours for the Hatchery & Eagle Center/Economic Development will vary according to cruise ship schedules while maintaining the 40 hour work week. Every effort will be taken by the supervisors to adhere to the five (5) consecutive work days to two (2) days off ratio, when work schedules are prepared.

10.03 ABSENCE FROM WORK: Employees shall notify their immediate supervisor (or designated supervisor) no later than one (1) hour prior to the scheduled starting time in the event of absence from work. Employees should speak directly to their supervisor (or designated supervisor).

10.04 OBSERVED HOLIDAYS: The Tribe observes the following holidays and pays employees for time off on these days in accordance with its eligibility rules:

10.04.01 The first day of January, known as New Year's Day;
10.04.02 The third Monday of January, known as Martin Luther King Day;
10.04.03 The third Monday in February, known as President's Day;
10.04.04 The 16th day of February, known as Elizabeth Peratrovich Day; (Clinic Floating Holiday)
10.04.05 The last Monday of May, known as Memorial Day;
10.04.06 The Fourth of July, known as Independence Day;
10.04.07 The first Monday in September, known as Labor Day;
10.04.08 The third Monday in October, for Alaska Day;
10.04.09 The 11th of November, known as Veterans' Day;
10.04.10 The fourth Thursday in November, known as Thanksgiving Day;
10.04.11 The Friday following Thanksgiving Day; (Clinic Floating Holiday)
10.04.12 The 25th of December, known as Christmas Day;
10.04.13 If a holiday listed falls on a Sunday, the following Monday will be observed as a holiday. If the holiday falls on a Saturday, the preceding Friday shall be observed as a holiday.

10.05 SUBSTITUTE HOLIDAYS: Employees working with the school system may substitute other holidays to conform with the school calendar at a day for day ratio (8 hours for 8 hours – generally this works out to 5 days). It is the Department Directors responsibility to monitor these substitute holidays.

10.06 SUBSTITUTE HOLIDAYS: Clinic employees will substitute a floating holiday when designated holidays create a 4-day weekend, such as Thanksgiving and the following Friday, or 2 holidays occur during 1 workweek. These substitute holidays must be used within a year from date of authorization. It is the Department Directors responsibility to monitor these substitute holidays.

10.07 HOLIDAY PAY ELIGIBILITY REQUIREMENTS. All regular employees, including Probationary employees are eligible to receive holiday pay for time off if the Tribal office or department is closed in observation of the holiday. If a tribal enterprise, office or department is open on a holiday, an employee working during the holiday will be compensated at the employee’s regular rate of pay for all hours worked during that day and, in addition, will receive holiday pay for up to 8 hours. This means that an employee will be paid 8 hours of straight time for the day and an additional 8 hours of straight time for the holiday to equal double time. Temporary employee’s who have worked more than 480 hours since their last date of hire, will be eligible to receive holiday pay pursuant to this policy.

10.07.01 Holiday pay will be for the number of work hours an employee is regularly scheduled to work, not exceeding 8 hours of pay in one day, and will be paid at the employee’s regular rate of pay. Holiday pay will be excluded when computing overtime for the pay period in which the holiday occurs.

10.07.02 Employees are required to work their regular scheduled hour, preceding and following a holiday in order to receive holiday pay, unless the employee is absent due to a verified illness. A day of pre-scheduled vacation is considered as a day worked for purposes of holiday eligibility.

10.07.03 Should a holiday occur during an employee's pre-scheduled vacation period, an additional day of vacation will be allowed.

10.07.04 Exceptions to the Tribe’s holiday pay policy are rare and may only be made by the General Manager.

10.07.05 If an employee is not scheduled to work, but does so, then, it MUST BE APPROVED by their Department Director and the Health Administrator and General Manager.
SECTION 11: PAY

11.01 SALARY SCHEDULE: Annual salary and wage rates for all positions shall be established by the General Manager based on adopted salary and wage schedules. (See Merit Scale)

11.02 INCREASES: Increases, if awarded will be in conformity with available funding and made at the sole discretion of the Tribe.

   11.02.01 No merit increases shall be granted unless funds are available and the General Manager determines that such increases are in the best interest of the Tribe or Tribal program.

   11.02.02 Department Managers may recommend merit increases for employees doing outstanding work to the General Manager or his/her designated Manager. The employee's performance evaluation will be reviewed and a decision made by the General Manager to either concur with or deny such increases. Once all approvals have been obtained, the payroll status form will then go to Payroll for processing.

11.03 RECOGNITION/INCENTIVE AWARDS: the Department Director for OUTSTANDING PERFORMANCE OR ACT may recommend Merit awards. The recommendation must be specific in describing the accomplishment(s). Monetary awards, paid time off, or recognition may be given and approved by the General Manager or Health Administrator. The appropriate department will pay or schedule time off for the employee. The Recognition/Incentive Award Program will be based on available funding. Process for recommending an award:

1. The Department Director documents the specific accomplishment and recommends either a specific dollar amount or paid time off (Increments of eight (8) hours).
2. The Director will submit request to the General Manager or Health Administrator.
3. The Health Administrator will submit request to the General Manager
4. Upon approval by both the Health Administrator and General Manager, the request will be forward to the Human Resource Department for processing.
5. The original request will be placed in the employee’s personnel file.

11.04 SIGNING AND RETENTION BONUSES: Department Directors may, with the approval of the General Manager, offer signing and retention bonuses to applicants for positions for which recruitment is especially difficult. The combined salary and bonus shall be no more than is necessary to offer a competitive amount in the job market for the position.

11.05 EXCEPTIONAL PAY ADJUSTMENTS: Department Directors may recommend, on the basis of exceptional circumstances, an increase for an employee who is paid at the highest rate for his/her position on the wage scale. Exceptional circumstances shall take into account the nature of the employee’s job duties, the level of experience of the employee, the value to KIC of the skills and experience of the employee, and the market value of the employee, given his/her level of experience and skill. The increase must be approved by the General Manager and the Health Administrator through the Tribal Council. Any merit increase that exceeds three (3%) percent must be approved by the Tribal Council.
11.06 MINIMUM RATE OF PAY: The minimum rate of pay in the assigned salary or wage range shall normally be paid upon initial assignment to a class. Exceptions may be made by the General Manager or Health Administrator and may be based on one or more of the following.

11.06.01 Additional pay because of the exceptional qualification of the appointee.

11.06.02 Additional pay in employee classes specifically designed in writing by the General Manager/Health Administrator as being classes for which recruitment is exceedingly difficult.

11.07 PAYMENT SCHEDULE: Employees shall be paid on a semi-monthly basis. The Finance Director, or his/her designee, will prepare a chart showing dates pay periods end and dates on which paychecks will be issued. This chart will be provided to each employee at the beginning of each year or upon the commencement of employment. Typically there is a five (5) day delay between the end of the pay period and the issuance of pay checks.

Pay periods end on the 15th and 30/31st of each month. If your supervisor has not signed your timecard, there will be a delay and you will not receive your paycheck until 4-5 days after he/she signs and submits the timecard. It is the employee’s responsibility to assure proper authorization and approval before submission to payroll.

11.08 OVERTIME PAY: All hours of work officially ordered and approved in excess of 40 hours in a work week shall be considered as overtime work, and shall be compensated at one and one-half the employee’s regular rate. Payment of overtime shall comply with the provisions of the Federal Fair Labor Standards Act (FLSA) with the exception of payment for work performed for KIC programs whose purpose is to promote tribal governance and culture. Under federal law such work is performed outside the scope of the FLSA.

11.08.01 Only employees who are non-exempt shall be given consideration for overtime.

11.08.02 No overtime can be worked unless it is ordered or approved by a supervisor/Department Director, and the General Manager/Health Administrator.

11.08.03 Law enforcement and fire and safety officials may be paid overtime according to a different schedule as required by applicable law.

11.08.04 Employees who work overtime without receiving prior authorization from their supervisors may be subject to disciplinary action, up to and including termination.

11.08.05 Time off on sick leave, vacation leave, or any paid or unpaid leave of absence will not be considered hours worked for overtime purposes.

11.08.06 Certain non-exempt salaried employees may be paid overtime on a half-time basis.

11.08.07 CALL-TIME: The following positions are required to be call-time: Administration, Patient Travel, and Physicians. Individuals responsible for on-call duties will be issued a pager and/or cellular phone to eliminate employee hardship If a non-exempt employee is responsible for on-call duties, the employee will be compensated a flat fee when they are
physically required to return to the facility

11.08.08 Supervisors who permit employees to work overtime without prior authorization may be subject to disciplinary action, up to and including termination.

11.09 PATIENT ESCORT TRAVEL: Employees required to escort patients to another medical facility outside of Ketchikan will follow all KIC Personnel Travel Policies (See Section 14). Per Diem will be issued for appropriate amount based on destination.

11.09.01 Non-Exempt including salaried non-exempt employees will be paid overtime as defined under Section 11.05 and travel policy.

11.10 PAY ADVANCE: Payroll advances may be granted up to three (3) times per calendar year.

11.10.01 Advances must be approved by Supervisor/Department Director and then the General Manager.

11.10.02 Advances shall be granted only in the amount equivalent to or less than the amount earned during actual accumulated work hours.

11.10.03 No payroll advances will be allowed in the week that the pay period ends.

11.11 PAYROLL DEDUCTIONS: The Tribe is required by applicable law to make certain payroll deductions for income tax and social security purposes. To get the full benefit of available exemptions, and to avoid tax underpayment, any changes in family status should be reported promptly to the General Manager/Health Administrator/Human Resources.

11.11.01 The Tribe may make arrangements for payroll deductions in the following areas, where applicable:

A) Federal income taxes;
B) State income taxes (if applicable);
C) Social security taxes;
D) Garnishments (pursuant to an order of a court of competent jurisdiction recognized as such by the Tribe);
E) Employee's portion of group insurance plans;
F) Uniform expenses, if applicable;
G) Pension plan, if enrolled (contributions to the retirement plan are made by the employee only; employees must be 18 years or older and must have been employed for one year or longer).
H) Loss, damage, or destruction of property by a non-exempt employee.
SECTION 12: BENEFITS

12.01 Several of the Tribes’ benefit plans are defined in legal documents such as insurance contracts, official plan texts and trust agreements. This means that if a question ever arises about the nature and extent of plan benefits or if there is conflicting language, the formal language of the plan documents governs.

12.01.01 Benefit accruals, such as Paid Time Off, (PTO) leave, will be suspended during all leaves of absence that last for thirty or more days.

12.01.02 The employee is responsible for observing all general and specific conditions of his/her Leave and for returning promptly, as directed upon expiration of the leave. An employee who fails to return to work within the prescribed time limit, shall be presumed to have resigned unless the employee has applied for and been granted Leave Without Pay for an additional period.

12.01.03 When an employee is absent without approved leave, and after a reasonable time of three (3) working days, and the supervisor has been unable to ascertain the absent employee’s intention concerning return to work, he/she will be automatically terminated.

12.02 PAID TIME OFF (PTO) LEAVE: All regular full-time and part-time employees are eligible for PTO leave under the following conditions. Probationary employees accrue leave as provided in this section. Seasonal or temporary employees are not eligible for PTO leave.

12.02.01 Full-time employees, unless otherwise provided for in this Ordinance, shall accrue PTO Leave at the rate of: (See Human Resources for the PTO leave accrual chart)

10.67 hours for each month in the case of employees with less than two (2) years of service with the Tribe.

14.00 hours for each month in the case of employees with two (2) to five (5) years of service with the Tribe.

17.36 hours for each month in the case of employees with over five (5) years of service with the Tribe.

12.02.02 Changes in the rate of accrual shall take effect as of the first of the month immediately following the month in which the eligible employee completes his second and fifth years of service.

12.02.03 Part-time employees shall accrue PTO leave prorated to the percentage of hours worked in a month compared to a full-time employee.

12.02.04 An employee may not accrue more than 480 hours of PTO leave at any time unless otherwise specifically authorized by the General Manager and may not accrue more than the limit imposed by any program contract or grant under which the employee is working.
12.02.05 Employees working with the Ketchikan Gateway Borough School District will accumulate and use PTO Leave in conformance with the school calendar.

12.02.06 Any eligible employee who leaves the service of KIC in good standing, and is re-employed into a full-time position within one year, shall accrue leave at the same rate as at the time of separation.

12.02.07 PTO Leave may not be accrued during a pay period when a disciplinary suspension takes place or when an employee is on "Leave without Pay" (LWOP). PTO Leave must be utilized prior to LWOP unless such LWOP is due to funding constraints.

12.02.08 Employees may accrue PTO leave during the Probationary Period at the applicable part-time or full-time rate. However, such employees are not eligible to take PTO leave until after the employee successfully completes the Probationary Period and becomes a regular status employee.

12.02.09 Contract employees shall accrue PTO leave based on negotiated amount.

12.03 USE AND PAYMENT OF PAID TIME OFF (PTO) LEAVE:

12.03.01 Employees are permitted to take PTO leave at the convenience of the Tribe. Leave is granted at the discretion of the supervisor keeping consistent with the efficient operation of the departments business. An employee must, except as approved by the employee's supervisor, request PTO Leave from his/her supervisor at least one week before taking the leave.

12.03.02 The Tribe will try to accommodate all reasonable requests by employees to take PTO leave. However, if leave can not be granted to an eligible employee within a twelve month period, the accumulated leave may be paid to the employee at the end of the Fiscal Year, or at the end of the contract or grant funding period for any program.

12.03.03 An employee shall be paid at his or her regular rate of pay while on PTO Leave.

12.03.04 Any employee who is separated from full-time service by permanent lay-off or resignation, shall receive within thirty (30) days of termination, leave in the form of lump sum payment for the number of working days of accrued PTO leave not to exceed 480 hours. If not, employees must take their accrued PTO Leave time before termination of the contract.

12.03.05 Except as provided in Section 12.03.04, the Tribe does not purchase or compensate employees for accrued unused PTO leave at any time, including upon termination.

12.03.06 PTO Leave may not be loaned or sold to another employee. An employee may, however, with the approval of the General Manager, transfer or “donate” PTO Leave to another employee’s PTO Leave balance for medical emergencies as verified by the Human Resource Department. Such transfers may be made only in “full work day” increments. Employees may transfer or donate PTO Leave only if such employees maintain a balance
of at least 40 hours of accrued PTO Leave at all times. (Also see: Policy & Procedure: Donated PTO Leave).

12.03.07 If requested by an immediate Supervisor or the General Manager, an employee who is absent three (3) or more consecutive days of unapproved leave within any seven day period may be requested to provide written verification of illness signed by a practicing physician or reason for absence. This includes exempt salaried employees.

12.03.08 If the employee has a record of abuse of PTO Leave or tardiness, the supervisor may request a note from a doctor.

12.03.09 If the employee presents a medical provider’s Release from Work, the release must have an original signature, possible return to work date, or scheduled follow-up appointment. The employee cannot return to work or work at home until the release date has expired or until the employee presents a medical provider’s Release To Work form that is the original and has an original signature. Employees that attempt to return to work against medical advice will be subject to progressive discipline up to including immediate termination.

12.04 BEREAVEMENT LEAVE: All employees may take up to five (5) days of Bereavement Leave, not deductible from PTO Leave, for a death in the employee’s immediate family. For purposes of this policy, “immediate family” means any of the following: grandparent, grandchild, husband, wife, father, mother, son, daughter, brother or sister, aunt or uncle, and niece or nephew. Any deviation from these definitions will be at the discretion of the General Manager.

If an employee needs additional time off, the employee may use PTO leave or Leave without Pay.

12.04.01 PTO Leave may be used if there is a death of a fellow employee.

12.05 DONATED PTO LEAVE: An employee, who has been affected by a medical emergency, may make a written request to the Human Resource Department through his/her supervisor to become a recipient of transferred PTO Leave. If the employee is unable to make the request, a third party may make a written application on his/her behalf. For the full policy, procedures and forms for donated leave please contact the Human Resource Department.

12.05.01 RECIPIENT FOR DONATED LEAVE: To be eligible for the Donated PTO Leave program, a potential recipient of Donated PTO Leave must meet certain criteria:

12.05.01.01 Be eligible to receive PTO Leave benefits as contained in Ordinance 8.

12.05.01.02 Be experiencing a medical emergency verifiable by Human Resource Department.

12.05.01.03 Anticipate the medical emergency to exist for not less than eighty (80) hours.

12.05.01.04 The recipient must have already exhausted all of their own accrued PTO Leave.

12.05.01.05 The recipient must not be receiving Workman’s Compensation
12.06 SUBSTANCE ABUSE/DRUG FREE WORK PLAN: The Tribe recognizes that alcoholism and drug addiction are treatable illnesses that may affect the health, work performance, and condition of its employees. Accordingly, it shall be the policy of the Tribe to implement the following program to identify and offer rehabilitative guidance to employee’s whose alcohol or drug abuse have caused or contributed to job performance, including poor attendance and conduct.

12.06.01 The Tribe will encourage the use of established community resources and facilities as sources of rehabilitative care.

12.06.02 To the extent the employee has accrued unused Sick Leave, the Tribe will grant Sick Leave up to four (4) weeks for an employee to participate in approved rehabilitative programs; any program exceeding four (4) weeks may be approved Leave Without Pay, not to exceed six (6) months, if approved by the Health Administrator and the General Manager.

12.06.03 The Tribe will take disciplinary actions up to and including termination for all rule infractions or violation of these policies in accordance with applicable law.

12.06.04 The Tribe is a Drug-Free Work Place.

12.06.05 No employee may unlawfully manufacture, distribute, dispense, possess or use a controlled substance in the Tribal work place. For the purposes of this policy, the "work place" is defined as any place where the employee is performing work done in connection with their specific job when the employee is actively at work. For the purposes of this policy, a controlled substance is defined as any substance that is listed in schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C 812) and is further defined in federal regulations at 21 C.F. R. 1308.11-1308.15.

12.06.06 An employee receiving any criminal drug statute convictions for violations occurring in the work place must notify the Tribe of this conviction within five (5) days of the conviction. Notification must be in writing and either hand delivered and stamped upon receipt or submitted by certified mail.

A) Notice of the conviction will result in personnel action up to and including discharge. Such personnel action will be taken not later than thirty (30) days after receiving notice of the conviction.

B) If covered by federal regulation, the funding source for employee’s position will be notified of such conviction within ten (10) days of receipt of the notice of conviction.

C) Failure of the employee to notify the Tribe of any criminal drug statute violation will result in personnel action up to and including discharge.

D) For the purpose of this policy, the work place is defined as in paragraph 1.a. of this Personnel Policy and Notice.

E) For the purpose of this policy, conviction means a finding of guilt (including a no-contest plea) or imposition of sentence or both by any judicial body charged with the responsibility to determine violations of federal or state criminal drug statutes.
F) For the purpose of this policy, criminal drug statute means a federal or non-federal criminal law involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

12.06.07 The Tribe will provide annual work sessions on the dangers of drug and alcohol abuse during the Employee Safety Fair.

12.06.08 A Drug Free Work Plan will be signed by all employees. This Drug Free Work Plan will be posted in a public place in the Tribal Building.

12.06.09 The Tribe will offer the following drug and alcohol opportunities for its employees: the Tribe has a Behavioral Health Program with certified drug and alcohol counselors available to all the Tribe's employees. Employees may also seek counseling and assessment with their drug and alcohol counselors.

12.06.10 Within five (5) working days after an employee has received a memorandum of reprimand of an alcohol or drug issue covered by this policy, the employee will seek alcohol or drug counseling.

A) The assessment and treatment and impression plan will be signed by counselor and the employee. Copies of the treatment and impression will be filed with the employee's supervisor and in the employee personnel file.

B) The employee will automatically be on probation for the duration of the treatment and impression plan or take immediate dismissal.

12.06.11 Twice a month a status report from the alcohol and drug counselor will be mailed to the Tribe and marked Confidential. This report will be filed in a separate confidential file, apart from the employee's regular personnel file.

12.06.12 While on probation, the employee will not violate any of the requirements of his/her treatment and impression plan.
12.07 FAMILY / MEDICAL LEAVE:

12.07.01 Eligibility for Leave. An employee who (1) has been employed by the Tribe for at least one year, and (2) has worked at least 1,250 hours for the Tribe in the preceding 12 months, may be entitled to unpaid leave of absence for any of the following reasons:

A) the birth of a child to the employee and/or to care for a newborn child within 12 months of the child’s birth;

B) the placement of a child with the employee for adoption or foster care and/or to care for the child within 12 months of the placement;

C) the treatment of a serious health condition that makes the employee unable to perform his or her job for the Tribe;

D) to care for the employee’s spouse, child or parent who has such a serious health condition.

Upon the expiration of an approved family/medical leave, the employee normally will be returned to the same or an equivalent position with the Tribe.

12.07.02 Limits on Amount of Leave. An eligible employee may take no more than 12 weeks of family/medical leave in any 12-month period. In any case in which a husband and wife entitled to leave under this policy are both employed by KIC, the aggregate number of workweeks of leave to which both may be entitled is limited to 12 workweeks during any 12-month period. To determine whether a requested leave will exceed this limit, the Tribe will look backwards as of the time the leave is to begin, to determine how much family/medical time off the employee already has used within the preceding 12 months. The 12-month period for each employee shall begin on the date on the employee first takes family or medical leave. Employee absences due to work-related injuries (“workers compensation” absences) will be counted against family/medical leave time if the injury involves a serious health condition. During the leave period KIC may periodically require the employee to provide it with clinical information or other documentation of the condition or circumstances supporting the grant of leave. At the end of the 12-month period KIC will determine whether the medical condition or family circumstances supporting the grant of leave continue to exist. For this purpose KIC may require that the employee provide it with clinical information or other documentation related to the condition or circumstances. If KIC determines that the condition or circumstances continue to exist, it will make a determination about whether continued employment of the employee is in the best interest of KIC.

12.08 LEAVE WITHOUT PAY: An employee, who has been employed for three years or more, may request Leave without Pay for "Educational Purposes". The approval is at the discretion of the Department Manager with final approval resting with the General Manager. The Tribe may, but is not required to, keep the position open by filling it temporarily until the employee returns. Temporary employees are not eligible for Leave Without Pay.
12.08.01 Annual Leave must be utilized prior to Leave without Pay unless such LWOP is due to funding constraints.

12.08.02 RESTRICTIONS:

A) The provisions of the policy do not apply to temporary employees.

B) Benefits such as Annual Leave and Sick Leave do not accrue during Leave Without Pay absences.

12.09 ADMINISTRATIVE LEAVE: An employee may be granted Administrative Leave to work on projects which are beneficial to the individual employee's department, at the discretion of the Department Manager, with the final approval of the General Manager/HA. Additional Administrative Leave shall be at the discretion of the General Manager/HA. Temporary employees may be eligible for administrative leave at the discretion of the General Manager/HA.

12.10 ADMINISTRATIVE LEAVE REQUESTS: All requests for Administrative Leave shall be submitted to the employee's immediate supervisor at least ten (10) working days before the Leave is requested to begin.

12.11 MEDICAL/DENTAL INSURANCE: The Tribe currently provides seventy-five percent (75%) coverage for a regular employee, in the form of a group medical/dental insurance plan for the benefit of the individual employee. Up to fifty percent (50%) coverage for additional members of the employee's family must be paid by the employee for such additional coverage. (See HR Dept. for actual rates.)

12.11.01 Regular part-time employees will be covered if the current insurance plan provides for coverage at the number of hours worked by such part-time employees.

12.11.02 Employees who leave employment with the Tribe should consult the HR Dept. regarding any continued health care coverage rights that the employee may be entitled to under applicable law.

12.12 PENSION PLAN: Employees who have worked for the Tribe for one (1) year with at least 1000 hours are offered enrollment in the Tribe's retirement plan. The plan is fully supported by the Tribe. Retirement benefits are available as specified in the policy. Employees upon eligibility may contribute their own monies into this plan.

12.12.01 Regular Part-time employees will be covered if the current pension plan provides for coverage at the number of hours worked by such part-time employees. Employees who leave employment with the Tribe should consult the HR Department regarding any continued health coverage rights that the employee may be entitled to under applicable law.

12.13 LIFE INSURANCE/MUTUAL FUND: Regular Employees who have worked for the Tribe for at least three (3) months are offered enrollment in the Tribe's life insurance or mutual fund plan. The plan is fully supported by the Tribe.
12.13.01 Regular part-time employees will be covered if the current insurance plan provides for coverage at the number of hours worked by such part-time employees.

SECTION 13 EMPLOYEE HEALTH AND SAFETY: The following employee health promotion services are designed to focus on employee health care that will minimize risks of occupational injury and illness and complies with occupational health statutes.

13.01 EMPLOYEE HEALTH PLAN: Any KIC employee, Native or Non-Native are eligible for direct-care patient services. These services include physician, nursing, pharmacy, dental, physical therapy, and social services provided within the 2960 Tongass facility. Non-native beneficiaries may be billed for deductible and/or co-pay. If an outside referral is required, the employee will be responsible for the bill (if not eligible for Contract Health Services). Please refer to the Non-Native Employee Health Policy.

13.02 INFECTION CONTROL AND SAFETY ORIENTATION: each employee is required to receive orientation upon hire or transfer. Please refer to the New Employee Orientation Policy.

13.03 VACCINATIONS: Appropriate vaccinations to all employees are provided by KIC according to OSHA requirements.

13.04 REQUIRED SCREENING: New direct-patient care employees are requested to have a health evaluation at time of hire. This includes a review of medical history, laboratory studies, and an immunization update (optional physical examination). New employees may elect to obtain these services from a local physician, but are responsible for the cost.

A) TB SCREENING Every employee will have his/her Tuberculosis (TB) status evaluated annually. Employees who are tuberculin-positive will be asked to complete a short questionnaire. Sputum and chest x-rays are not required.

B) RUBELLA STATUS (GERMAN MEASLES): Employees are requested to have a rubella test. The employee is offered immunization against rubella if the test is negative. However, this immunization is optional for non-direct patient care employees.

C) DIPHTHERIA/TETANUS: The State of Alaska recommends immunization against diphtheria and tetanus every ten years. Tetanus boosters are recommended in the event of a significant injury and/or a dirty wound in addition to the ten-year immunization. Persons in doubt concerning their wounds or infections and whether they need an additional immunization should consult their physician or Clinic staff. This is immunization is optional for non-direct patient care employees.

D) HEALTH IMMUNIZATION: Hepatitis B immunizations are available at no cost to all direct providers of patient care. This is immunization is optional for non-direct patient care employees.

E) ANNUAL FLU SHOT: Flu shots are available at no cost to all KIC staff, but not mandatory. This is immunization is optional for non-direct patient care employees.
13.05 SAFETY: Employee safety is a major concern to KIC. Every reasonable precaution is taken to provide employees with a safe working environment. Equipment is regularly checked/inspected, various drills are held, monthly meetings are provided, and safety rules enforced. In cooperation with employees, KIC requires the following of all employees:

- Be sure to know how to operate equipment
- Report immediately any unsafe equipment to your supervisor
- Use only authorized equipment
- Keep your work area clean
- Know the safety regulation/requirements for your job responsibilities
- Familiarize yourself with emergency exits, fire alarm and fire extinguisher locations
- Know where the MSDS 1-800 number is located for poison control center response
- Actively participate in “Code” drills, internal/external response plans

13.06 WORK-PLACE INJURIES: An employee must immediately report any injury incurred while on the job, regardless of how slight the injury may be to his/her supervisor, QA/Safety Coordinator, or Administration. Appropriate forms must be completed and submitted to the Human Resource Department. Late reports result in financial penalties to KIC. Employees failing to report accidents or injuries may not be eligible for benefits to which they may be entitled.

If a benefited employee is unable to work as a result of injury or accident, accumulated Sick Leave will be used for that period not covered by Worker’s Compensation. Non-benefited employees must use LWOP.

In the event an employee receives a check from Worker’s Compensation while on sick leave, the check is to be turned over to the Tribe or the employee will be required to pay back their Sick Leave.

13.06.01 EMERGENCY INJURY: An employee who receives a major injury while working is to report directly to the Ketchikan General Hospital Emergency Room if the KIC On-Call Physician or Triage Nurse is not available.

13.07 REPORTING UNSAFE EQUIPMENT OR CONDITIONS: Employees must report to a supervisor, QA/Safety Coordinator, or Administration of any equipment or condition, which may be unsafe or threatening, regardless of how minor so corrective actions or measures may be taken. Failure to do so will be viewed as employee negligence and may be considered for disciplinary action.

SECTION 14: SEPARATION

All actions involving separation must be documented and appropriate forms completed. The Human Resource Department will be contacted immediately so proper procedures are followed: i.e., salary, insurance, exit interview, keys, benefits, etc. and forwarding address.

14.01 RESIGNATION: Any employee who desires to resign from employment must date and submit his/her resignation in writing to his immediate supervisor, giving the department at least two (2) weeks notice in order to
remain in good standing. Any employee resigning without the required notice, in the absence of extraordinary circumstances, shall be deemed dismissed.

14.01.01 Department Directors and Executive Management positions must give thirty (30) days minimum notice. Failure to do so will result in a “no-rehire” clause for one year from separation date. Contract and MOA/IPA employees will follow guidelines within their contract.

14.01.02 If the termination date of a salaried employee does not coincide with the last day of a pay period, the employee will receive compensation for each day worked in the final week of employment, paid in whole-day increments.

14.01.03 Normally, the last day worked by an employee shall be considered the date of separation, and the employee shall be compensated for all unused Annual Leave accrued to that date not to exceed 150 hours.

14.01.04 Failure to comply with this policy requirement will cause such action to be noted in the employee’s file.

14.01.05 No form of resignation, filed without a date or original signature from the employee, shall be accepted. No e-mail or faxed resignation will be accepted.

14.02 WITHDRAWAL OF RESIGNATION: If an employee decides to withdraw his/her resignation, the immediate supervisor, with the concurrence of the General Manager/HA, may accept the withdrawal if he/she believes it is in the best interest of the Tribe.

14.03 CLEARANCE OF SEPARATION: An employee shall complete an exit interview and other clearance requirements with his/her supervisor, the Finance Department and the Personnel Office.

14.03.01 If the termination date of a salaried employee does not coincide with the last day of a pay period, the employee will receive compensation for time worked based on an hourly pay rate.

14.04 REDUCTION IN FORCE (RIF): With the prior approval of the General Manager through the Tribal Council, any employee may be terminated without prejudice because of lack of funds, or curtailment of work.

14.04.01 Indian Preference will be applied in all RIF situations.

14.05 PRIORITIZING RIF’S: The General Manager will have the discretion to consider any combination of the following factors, depending upon the applicability and importance of criteria to the affected position:

14.05.01 qualifications

14.05.02 performance and past performance evaluations (including attendance, observation of rules and regulations, initiative, dependability)

14.05.03 education and training
14.05.04 seniority and/or potential for advancement within the organization

14.05.05 recommendations of local community and funding sources

14.05.06 relationships with peers, supervisors and clients.

14.06 LAY OFF: The General Manager, or in the case of the General Manager’s position, the Tribal Council, may lay off an employee if the position is temporary, or if there is a shortage of work or funds or for other reasons which do not reflect discredit on the services of the employee.

14.06.01 In the case of regular employee being laid off, a two (2) week notice shall be given to the employee in writing.

14.06.02 No regular employee shall be laid off while there are temporary employees serving in the same position classification.

14.07 MUTUAL AGREEMENT: When both the employee and the Department Director agree that it would be mutually beneficial to end staff employment, no prior notification is required, and a departure date will be agreed upon.

14.08 INVOLUNTARY TERMINATION: Involuntary terminations must be fully documented by a supervisor in coordination with the Human Resource Department and the General Manager and/or Health Administrator. Only the General Manager has final approval of involuntary termination.
SECTION 15: TRAVEL

15.01 TRAVEL APPROVAL PROCESS: All business travel must be requested at the earliest possible date in order for the tribe or the employee to obtain reasonable travel fares. Employees must use the appropriate travel authorization form. In all cases, an employee must complete and submit a travel request at least two weeks prior to the starting date of the travel, unless otherwise authorized by the General Manager. All travel must be approved by an employee's supervisor, the Health Administrator for clinic staff, and the General Manager before the employee commences travel.

15.01.01 All KIC employees must sign the approved travel policy before any travel can begin.

15.02 PER DIEM: The term "per diem" means a daily payment to an employee, or Tribal Council Member on travel status for expenses incurred during approved business travel, including meals and lodging.

15.02.01 Per Diem will be paid at a clock rate of each twenty-four (24) hour period traveled and will be prorated on a 1/4 day basis. (refer to Travel Policy #06-05 for the chart)

15.02.02 An employee, consultant, or Tribal Council Member shall receive Per Diem at the rate authorized by the most current Tribal Per Diem Allowance Schedule.

15.02.03 Per Diem begins two hours prior to flight departure and ends upon arrival of return flight for the purpose of travel on official Tribal business.

15.03 TRANSPORTATION EXPENSE - PRIVATE USE OF AUTOMOBILE: In lieu of a tribal car, any employee or Tribal Council/Health Board Member, on official tribal business, may use a privately-owned automobile (with proper insurance coverage and only in accordance with the Tribal Vehicle Policy) and receive federal reimbursement rate for business reasons, or $100.00 per month maximum. The employee or Council Member will provide a copy of their automobile insurance coverage.

15.03.01 With prior written approval, the employee may be reimbursed for limousine or taxicab fare. If the limousine or taxicab fares cost no more than renting an automobile. Justifications for the car rental shall be listed on the initial travel request and receive prior approval by the General Manager. In order to be reimbursed, the employee must provide all original receipts.

15.03.02 Only persons authorized to travel on Tribal business by the General Manager (or the designated person) may be reimbursed under this policy.

15.04 AUTOMOBILE RENTAL: If prior authorization is given by the employee's Department Manager along with approval from the HA or GM, an employee may rent an automobile if his/her local travel cost by other means will exceed the cost of a car rental. Justifications for car rental shall be listed on the initial Travel Request.

15.04.01 Car rentals will not be allowed within the Corporate limits of the Ketchikan Gateway Borough or the locality of the employee's duty stations unless authorized/required by the General Manager for temporary-hire medical professionals.
15.05 SUBMISSION OF TRAVEL REPORTS: Within five days of completing travel, employees must complete a trip report which includes the purpose of the travel, actual dates and time of travel, source of travel funds, trip narrative, airline ticket receipt if the travel involved air travel and a request for reimbursement if applicable.

15.06 OUT OF STATE TRAVEL: All out-of-state travel must receive prior approval by the General Manager.

15.07 EXEMPT EMPLOYEES: Exempt employees will not receive overtime or any additional consideration for time spent traveling, attending meetings or workshops after regular work hours.

15.08 NON-EXEMPT EMPLOYEES: If a non-exempt employee is in travel status on a one-day trip, any hours worked and/or spent traveling beyond their normal eight hour work day would be considered hours worked for overtime purposes.

15.08.01 If a non-exempt employee travels out-of-town on an overnight trip, time spent traveling during regular work hours is counted as "hours worked" regardless of whether the travel occurs on a normal workday (e.g. Monday through Friday) or on a day off.

15.08.02 All travel for non-exempt employees should be scheduled to occur during normal working hours if practical. If a non-exempt employee chooses to catch a flight after normal working hours in order to return home on the same day rather than spend the night in a community, the time spent traveling after work hours shall not be considered work time.

15.08.03 Employees must come to work as regularly scheduled on days they travel, unless the check-in time is so close to the start of the workday that it makes stopping by the office unreasonable; or the employee has made prior arrangements for leave. Employees must return to the work place after completion of travel if they return during the work day, unless they request and receive authorization to take personal leave.
SECTION 16: DISCIPLINARY ACTIONS

16.01 EMPLOYEE CONDUCT: In establishing these rules of conduct, the Tribe wishes to define the guidelines that protect the rights of all employees and ensure maximum safety, efficiency and cooperation. Accordingly, employees are expected to conduct themselves at all times in a manner that will reflect favorably on the Tribe. Employees are further expected to demonstrate good judgment, ethical personal behavior and common sense. Employees should be aware that violation of any of the following employee standards of conduct or other policies of the Tribe may result in disciplinary action, and may, depending on the severity of the conduct, lead to termination. The rules discussed below are published for your information and to guide your conduct on a day-to-day basis. The list is not meant to be all-inclusive, and various other circumstances may arise requiring the discipline and or immediate termination of an employee.

Neither the General Manager nor any other supervisor is required to go through all of the steps involved in the disciplinary action. Disciplinary action may begin at any step in the procedure depending upon the seriousness of the offense committed and the disciplinary history of the employee. Any discipline action administered is to be proportionate to the offense committed.

16.01.01 Employees shall not engage in the following activities during work hours or on Tribal property or business as a tribal employee:

- illegal activity,
- making threats involving violence or promoting violence,
- violations of attendance policies,
- inappropriate behavior,
- unsatisfactory job performance;

16.01.02 Employees shall not engage in the following at anytime:

- use of illegal drugs,
- making false representations about or offensive to the Tribe,
- theft, unlawful, retention, or causing avoidable damage to tribal property,
- violation of any Tribal policies or rules as they exist from time to time.

16.01.03 Employees shall not use information gained in professional relationships.

16.01.04 Each employee shall be aware of the extent of his authority and shall not exceed that authority.

16.01.05 An employee shall not cause undue stress or hardship for any other employee through action or communication. Conduct that has the purpose or effect of creating an intimidating, hostile or offensive working environment, unreasonably interferes with an individual’s work performance, or adversely affects an individual’s employment opportunities will be considered harassment and is a detriment to the operations of the Tribe. Harassment of fellow employees shall be grounds for disciplinary action.

16.01.06 When designated by the General Manager as a delegated spokesman for Ketchikan Indian Community, and in public statements or actions made as an individual, the employee
shall at all times be accurate, exercise restraint and show respect for the opinions of others.

KIC chooses to provide Progressive Discipline for its employees. This means that Supervisors/Department Directors will work with the employee to first try and resolve the problem at the lowest level possible. Any Progressive Discipline must be reviewed and signed off on, by the Human Resource Department prior to implementation.

16.02 WARNING: A supervisor may, if he/she feels it is necessary, issue a verbal and/or written warning. A written record shall be kept of such action after consulting with the HR Department.

16.03 WRITTEN REPRIMAND: A supervisor may issue a written reprimand to any employee under his/her supervision as a form of discipline. A written reprimand (Employee Warning Notice) shall document the incident and action to be taken as a corrective measure, and be signed off by the supervisor and employee. Human Resources need to be consulted prior to any action taken. A performance improvement plan will be worked out using progressive discipline.

16.03.01 The reprimand may also list possible repercussions of a repeat offense.

16.03.02 The Human Resource Department must have an HR staff member present during employee disciplinary discussion.

16.04 DISCIPLINARY PROBATION: A supervisor may, with the approval of the General Manager, place an employee under his/her supervision on disciplinary probation. Any such action shall be documented in writing and shall have a Performance Improvement Plan included. Progressive Discipline will be used.

16.04.01 The written documentation shall include a description of the incident the employee is being disciplined for and possible repercussions if the issue is not resolved and/or a repeat offense occurs. The employee will be notified of his disciplinary probation status in writing.

16.04.02 The completion of the disciplinary probation does not assure continued employment.

16.04.03 An employee on disciplinary probation shall not use leave benefits during the probation period.

16.04.04 The Human Resource Department must have an HR staff member present during employee disciplinary discussion.

16.05 SUSPENSION AS DISCIPLINE: A supervisor may, with the approval of the General Manager/HA, suspend without pay, any employee under his/her supervision for up to ten (10) working days as a disciplinary action. Such action shall be documented in writing. A performance improvement plan will be worked out using progressive discipline and must be in place prior to the employee’s return to work.

16.05.01 Neither Sick Leave nor Annual Leave shall be accrued nor used during the pay period in which a disciplinary suspension is in effect.
16.05.02 The Human Resource Department must have an HR staff member present during employee disciplinary discussion.

16.05.03 Any KIC property in possession by the employee will be turned in to the Department Director or Administration before leaving the facility. Please refer to the Building Key Policy for additional information.

16.06 SUSPENSION WITH PAY: The General Manager may suspend the employee with pay as a form of discipline or if an investigation is necessary. Such a suspension shall be made only in the case in which charges against the employee are of such a nature that the interest of contract funded programs would be seriously prejudiced by continuing the employee on active duty status in the face of charges while they remain unproven. A performance improvement plan will be worked out using progressive discipline and must be in place prior to the employee’s return to work.

16.06.01 In all cases in which charges are filed against an employee, he/she shall be retained on active status while the investigation is conducted.

16.06.02 Following the investigation, an employee shall be immediately returned to active duty status if the investigation disproves the validity of the charges against the employee. If the charges are found to be valid, the General Manager shall take such steps, including dismissal or other disciplinary action as deemed appropriate.

16.06.03 When such charges have been made, a letter of Notification of Suspension shall be given immediately to the employee. The letter will state the nature of the charges.

16.06.04 Any KIC property in possession of the employee will be turned in to the Department Director or Administration before leaving the facility. Please refer to the Building Key Policy for additional information.

16.07 DEMOTION: A supervisor may, with the approval of the General Manager, demote or reduce in grade, any employee under his/her supervision as a disciplinary action. Such action shall be documented in writing. A performance improvement plan will be worked out using progressive discipline.

16.08 DISMISSAL: The grounds for dismissal discussed below are published for the employee’s information and to guide employee’s conduct on a day-to-day basis. The list is not meant to be all-inclusive, and various other circumstances may arise requiring the discipline or termination of an employee. The Tribe recognizes that each problem which may arise in the work place will present a unique set of circumstances. The unique situations will be addressed based on their own individual facts and the context of relevant surrounding circumstances.

16.08.01 Lateness or absenteeism.

16.08.02 Non performance, incompetent, incomplete or unsatisfactory performance of assigned duties.

16.08.03 Inability to work with fellow workers.

16.08.04 Violation of any policies of the Tribe.
16.08.05 False statements and/or non-disclosure of criminal convictions or activities.
16.08.06 Lack of discretion in discussion of confidential matters without specific authorization.
16.08.07 Unauthorized use of Tribal funds, credit cards or property.
16.08.08 Unauthorized long distance phone calls.
16.08.09 Theft of Tribal equipment, materials, or personal property.
16.08.10 Open display of disloyalty toward the Tribe and/or the Tribe's programs.
16.08.11 Receipt of three (3) written reprimands within a one-year period. However, the receipt of a written reprimand is not a prerequisite to termination.
16.08.12 Employees may be dismissed at any time by the Department Manager with concurrence of the General Manager/HA if such dismissal is deemed to be in the best interest of the Tribe or Tribal program.
16.08.13 Employee conduct which the Tribe deems is detrimental to the Tribe is reason for suspension or termination of employment.
16.08.14 A terminated employee shall be allowed access to the Grievance Procedure, EXCEPT if such employee is on probation or hired in a temporary position.

16.09 GUIDE FOR IMPOSING DISCIPLINE: The following is a general guide for imposing discipline. The disciplinary actions provided for below are published for your information and to guide your conduct on a day-to-day basis. The list is not meant to be all-inclusive, and various other circumstances may arise requiring the discipline and or immediate termination of an employee. For this reason, the disciplinary actions and rules described below are not intended to form any contract between the Tribe and its employees as to the procedures to be followed concerning any rule violation.

16.09.01 Excessive tardiness or absenteeism, intentional idleness, creating disturbances among fellow employees, intoxication and gambling during work hours or on work premises are unacceptable conduct which may be cause for disciplinary action ranging from a written reprimand, to a one (1) to ten (10) day suspension, to termination of employment.

16.09.02 Insobordination, repeated unapproved leave, continued impertinence are examples of misconduct subject to disciplinary action ranging from a written reprimand and/or one (1) to five (5) day suspension, to a five (5) to ten (10) day suspension to termination of employment.

16.09.03 False statements, misrepresentation or fraud of a substantive nature which is a determinant in matters of qualifications, credibility or entitlements in official records and discrimination because of race, color, religion, sex, age, Tribal or national origin or other non-merit factors, are subject to a written reprimand AND a five (5) to ten (10) day suspension to termination of employment.
16.09.04 Negligence of directives from immediate supervisor, General Manager/Health Administrator, or to a direct request from the Tribal Council in carrying out job assignments as they relate to the goals and objectives of the Tribe, or as they relate to the credibility of the Tribe, is subject to disciplinary action ranging from a written reprimand and/or one (1) to five (5) day suspension, a five (5) to ten (10) day suspension to termination of employment.

16.09.05 Any display of disloyalty to the Tribal Council or the Tribe is subject to disciplinary action ranging from a written reprimand, to suspension, to termination of employment.

16.09.06 Disciplinary probation may be imposed for ninety (90) to one hundred and eighty (180) days, to allow the supervisor to observe the employee's performance and compatibility with objectives of the program and the Tribe.

16.10 SUBSTANCE ABUSE: No employee may unlawfully manufacture, distribute, dispense, possess or use alcohol or a controlled substance in the workplace and no employee may be under the influence of alcohol or illegal drugs during work hours or on work premises. Any violations of this policy will result in an appropriate personnel action up to and including discharge.

16.11 SEXUAL HARASSMENT:

16.11.01 STATEMENT OF POLICY. The Tribe is committed to maintaining a work environment in which all individuals are treated with respect and dignity and which encourages appropriate conduct among employees. Accordingly, the Tribe will strictly enforce its Sexual Harassment Policy at all levels within the workplace in order to create an environment free from discrimination, including sexual harassment. Sexual harassment is unacceptable and will not be tolerated.

For purposes of this policy, sexual harassment is defined as unwelcome sexual advances, requests for sexual favors or other verbal or physical acts of a sexual or sex-based nature, where

(1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or

(2) an employment decision affecting an employee is based on that individual's acceptance or rejection of such conduct; or

(3) such conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

This behavior is unacceptable in the workplace and in other work-related settings such as business trips and business-related social events.

It is also unlawful to retaliate in any way against anyone who has complained about sexual harassment or discrimination, whether that concern relates to harassment of or discrimination against the individual raising the concern or against another individual.
16.11.02 PROHIBITED CONDUCT. Prohibited acts of sexual harassment can take a variety of forms ranging from subtle pressure for sexual activity to physical contact. Examples of conduct which could be considered sexual harassment and which is prohibited include:

A) repeated and unwelcome flirting, pressure for dates, sexual comments or touching;

B) sexually suggestive jokes or gestures directed toward another or sexually orientated or degrading comments about another;

C) preferential treatment of an employee, or a promise of preferential treatment to an employee, in exchange for dates or sexual conduct; or the denial or threat of denial of employment benefits or advancement for refusal to consent to sexual advances;

D) the open display of sexually oriented or suggested pictures; objects, posters, or other material offensive to others;

E) retaliation against an individual for reporting or complaining about sexually harassing conduct;

F) verbal abuse of a sexual nature;

G) graphic, verbal commentary about an individual’s body;

H) intentional physical conduct which is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another employee, or poking another employee’s body.

16.11.03 INDIVIDUALS COVERED UNDER THE POLICY. This policy covers all employees, contractors, and volunteers, including supervisors and managers. The Tribe will not tolerate, condone or allow sexual harassment, whether engaged in by fellow employees, supervisors, or by outside vendors while conducting business with the Tribe. The Tribe supports and encourages reporting all incidents of sexual harassment, regardless of who the offender may be, in accordance with this policy.

16.11.04 COMPLAINT PROCESS. While the Tribe encourages individuals who believe they are being harassed or discriminated against to firmly and promptly notify the offender that his or her behavior is unwelcome, the Tribe also recognizes that power and status disparities between an alleged harasser and a target may make such a confrontation impossible. In the event that such informal, direct communication between individuals is either ineffective or impossible, the following steps should be followed in reporting a sexual harassment complaint.

This complaint process should be followed in sexual harassment complaints instead of the Grievance Procedures contained in this Ordinance.
A) **Reporting of Incident.** All employees are urged to report any suspected sexual harassment or discrimination by another employee to their immediate supervisor, except where that person is the individual accused of harassment. In that case, the complaint should be reported to the General Manager/Health Administrator. If the alleged victim prefers to report the suspected harassment to someone of the opposite gender from that of the immediate supervisor or General Manager/HA, the complaint can be reported another supervisor. The report may be made initially either orally or in writing, but reports made in writing may expedite an investigation and resolution.

B) **Investigation of Complaint.** The General Manager/HA will initiate or cause to be conducted an investigation of the suspected sexual harassment or discrimination within five (5) working days of notification. If necessary, the General Manager/HA may designate a supervisory or management employee of the opposite sex to assist in a sexual harassment investigation. If the General Manager is the subject of the alleged harassment, the investigation will be conducted by the Tribal Council President’s designee. If the Health Administrator is the subject of the alleged harassment, the General Manager’s designee will conduct the investigation. The alleged victim of the harassment or discrimination will be interviewed by the tribal official conducting the investigation. This interview can occur during the initial reporting of the incident if the alleged victim is the person reporting the incident. The alleged victim of the harassment or discrimination will be asked to submit a written statement of the alleged incident to the tribal official conducting an investigation and will be asked to sign a written report of the interview. The employee(s) accused of the harassment or discrimination will be interviewed by the tribal official conducting the investigation. The employee(s) accused of the harassment or discrimination will be asked to submit a written statement of the alleged incident, (or lack thereof) and to sign a written report of the interview prepared by the tribal official(s) conducting the interview. Any other person who may have information regarding the alleged sexual harassment or discrimination may also be interviewed.
C) Report. The tribal official responsible for investigating the complaint shall prepare a written report within ten (10) working days of his/her notification of the suspected harassment or discrimination unless extenuating circumstances prevent him/her from doing so. The report shall include a finding that sexual harassment or discrimination occurred, sexual harassment or discrimination did not occur, or there is inconclusive evidence as to whether sexual harassment or discrimination occurred. A copy of the report will be given to the employee(s) who made the initial report, the employee(s) to whom the suspected harassment or discrimination was directed and the employee(s) suspected of the harassment on discrimination. If the tribal official responsible for investigating the complaint finds that harassment or discrimination occurred, the harasser or discriminator will be subject to appropriate disciplinary procedures pursuant to this policy.

D) Records: Confidentiality: Employees who report incidents of sexual harassment or discrimination are encouraged to keep written notes in order to accurately record the offensive conduct. Every effort shall be made to keep all matters related to the investigation and various reports confidential. Written records will be maintained for at least three (3) years from the date of the completion of the investigation report unless new circumstances dictate that the records should be kept for a longer period of time.

E) Time frame for Reporting Complaints: The Tribe encourages prompt reporting of complaints so that rapid response and appropriate action may be taken. However, the Tribe has chosen not to impose a limited time frame for the reporting of complaints.

F) Protection Against Retaliation. The Tribe will not retaliate against an individual who makes a report of sexual harassment or discrimination, nor permit any employee to do so. Retaliation is a very serious violation of this policy and should be reported immediately. Any individual found to have retaliated against an individual for reporting sexual harassment or discrimination, or against anyone participating in the investigation of a complaint, will be subject to appropriate discipline pursuant to this policy.

16.11.05 DISCIPLINE / SANCTIONS. Disciplinary action will be taken against any employee found to have engaged in sexual harassment or discrimination of any other employee. The extent of sanctions may depend in part upon the length and conditions of employment of the particular employee and the nature of the offense. The Tribe has the right to apply any sanction or combination of sanctions, up to and including termination, to deal with sexual harassment and/or discrimination. The sanctions which may apply shall include, but are not limited to, reprimand, suspension for a period of up to 90 days without pay, a requirement that the employee participate in appropriate counseling at the employee’s expense and/or immediate termination.

Where a hostile work environment has been found to exist, the Tribe will take all reasonable steps to eliminate the conduct creating such an environment.

If an investigation results in a finding that the complainant falsely accused another of sexual harassment or discrimination knowingly or in a malicious manner, the complainant will be subject to appropriate disciplinary action, including termination.

Harassment whether sexual or otherwise, will be investigated, reported, and disciplined. Ketchikan Indian Community has a zero-tolerance policy for sexual harassment.
SECTION 17: GRIEVANCES

17.01 GRIEVANCE PROCEDURES: Except Probationary and Temporary employees and those employees on disciplinary Probation, employees have access to the grievance procedures contained in this Ordinance.

The grievance process is an avenue for employees to use if they believe that there has been a violation of policy that affects their employment. The steps outlined below must be followed and the grievant must maintain confidentiality or they will forfeit their grievance.

17.02 EMPLOYEE'S RIGHT TO GRIEVANCE PROCEDURE: Nothing herein contained will be construed in limiting the right of the employee having a grievance to discuss the matter informally with their immediate supervisor. The employee shall have the opportunity to be present and to state his/her views at any level in the grievance procedure.

17.03 FAIR HEARING/PROHIBITED RETALIATION: Unless otherwise provided in this Ordinance, employees shall have the right to seek a fair hearing of their grievance without fear of restriction, hindrance, duress, favoritism or retaliation. This principle shall also apply to any employee taking part in the presentation and adjudication of a grievance.

17.04 GRIEVANCE DEFINED: A "grievance" shall mean a complaint by an employee that there has been a violation, a misinterpretation, or an inequitable application of personnel policy.

KIC has five (5) levels of due process for employee grievances. All information pertaining to the grievance will be passed on to the next level of review. New information will be documented on the Tracking Form at the level identified.

All regular employees will start here:
   Level 1 Immediate Supervisor, written and oral

Supervisors/Directors will start at Level 2
   Level 2 Deputy General Manager or Health Administrator
   Level 3 General Manager
   Level 4 HR/Peer Review Committee
   Appeal/Final Tribal Council

The idea is to try to resolve personnel issues at the lowest level possible.

If an employee is filing a grievance stating that there has been a violation of policy, then the burden of proof is on the employee. The employer must show that they have not violated policy and have any and all proper documentation for backup to support their side. KIC will look to see if there was a violation of policy and which one(s). Was the employee allowed their due process? Please see the page noting due process/discipline/coaching.

Grievable Issues: (anything not on this list will be considered to be a complaint).
   Termination
   Suspension
   Demotion
   Disciplinary Action
   Payroll Adjustments
   Violation of Personnel Policy
17.04.01 A "grievant" or "aggrieved employee" is an employee or employees asserting a grievance.

17.05 PROCEDURE IN FILING A GRIEVANCE: An employee who pursues the grievance procedures may, if he/she desires, select one other employee (administration or staff) to accompany and/or represent him/her throughout the entire grievance procedure.

All grievances must be filed with Human Resources, date stamped and logged. HR will inform the General Manager that a grievance has been filed. The HR personnel will log the grievance and monitor/track the timelines according to the timelines noted below. Timelines may be waived due to extenuating circumstances but must be addressed within 30 days.

17.05.01 LEVEL ONE: The employee wishing to file a grievance shall present his grievance orally and in writing to his immediate supervisor. The grievance will be given to the Human Resource department. HR will date stamp the grievance, log it, then route to the appropriate Level One supervisor. At this point, the General Manager and/or Health Administrator will be made aware of the grievance.

The written document shall state the nature of the alleged violation and the requested outcome to relieve the grievance and shall be signed by the employee/grievant. The grievant has ten (10) working days to file a grievance from date of alleged incident. Failure to do so will result in forfeiture of this process. The supervisor will have ten (10) working days to respond to the employee.

Supervisors/managers/directors will start at Level Two unless they are a supervisor with a director/manager in the hierarchy, then they will start at Level 1.

17.05.02 LEVEL TWO: If the aggrieved person disagrees with the disposition of his/her grievance at Level One, or if no decision has been rendered within ten (10) working days after the presentation of the written grievance: the written grievance shall then be filed within five (5) additional working days with Human Resources for their processing and HR will route to the Deputy General Manager/Health Administrator and he/she will have ten (10) days to respond to the grievant by sustaining or overturning the Level 1 decision.

17.05.03 LEVEL THREE: If the aggrieved person disagrees with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) working days after the presentation of the written grievance: the written grievance shall then be filed within five (5) additional working days the Human Resource Department for processing and HR will route to the General Manager and the GM will have ten (10) days to respond to the grievant by sustaining or overturning the Level 2 decision.

17.05.04 LEVEL FOUR: If the aggrieved person disagrees with the disposition of his/her grievance at Level Three, or if no decision has been rendered within ten (10) working days after the presentation of the written grievance: then he/she can file with the Human Resource Department so that the formal written grievance can be presented to the Personnel Committee within ten (10) working days. The aggrieved employee may make a presentation to the Personnel Committee of the Tribal Council within (10) working days of the Personnel Committee’s receipt of the written grievance.

A) In the event the Personnel Committee finds no grounds for the grievance, the Committee shall issue a written finding to the aggrieved employee within ten (10) days of the appeal hearing.

Revised 12/10/07
B) If the Personnel Committee does find cause for the grievance, the Personnel Committee's response to the aggrieved employee shall be issued within ten (10) days of the appeal hearing.

C) The Personnel Committee shall sustain or overturn the decision made at the lowest level.

17.05.05 APPEAL/FINAL STEP: If the aggrieved employee still disagrees with the disposition of his/her grievance at Level Four, the final step in the Grievance process is to appeal to the Tribal Council. The aggrieved person shall file the appeal with the HR department and HR will route the appeal to the Tribal Council. The Tribal Council will review the information, hear the decision of the Personnel Committee and then they will make their decision. The Tribal Council will review the grievance process at a time to be determined by them, but not to exceed thirty (30) days from the date of appeal. The decision must be made in writing to the employee involved. The decision of the Tribal Council is final.

17.05.06 If at any time an employee discloses a grievance outside the internal review process before a final decision is rendered, the grievance will be considered invalid and the employee has waived their right to the grievance process. If at any time an employee does not follow the steps outlined in this process, the employee will forfeit their right to the grievance process.

17.06 COMPLAINT PROCESS: The General Manager/Health Administrator will designate an individual to conduct an investigation of the complaint. A complaint covers all issues not listed in the Grievance Process. A summary will be presented with all relative documentation to the General Manager/Health Administrator once complete. The General Manager will review all relevant information and approve of the final decision. Following are the steps for filing a complaint:

a) Employee submits his/her complaint to the Human Resource Department. HR will date stamp and log the complaint;
b) HR will investigate the complaint and may refer to the appropriate committee, such as the safety committee or risk committee. A hostile work environment will be mediated by the General Manager or their designee. Sexual Harassment will be referred to the Human Resource department and will follow the steps as outlined in Section 16 of Ordinance 8;
c) Information gathered will be presented to the General Manager for final review;
d) A decision will be made within 10 working days from the date the complaint was filed and will be in writing to the employee. Once a decision is made it is final.

17.07 GRIEVANCE/COMPLAINT RECORDS: All records of the grievances/complaints are confidential. These records shall be maintained in strict confidence and no person or organization, other than Tribal Management officials, may access them without prior written approval of the aggrieved employee. These records will be sealed and kept separate from the employee's personnel file for a period of three (3) years.

17.07.01 The original grievance/complaint, the investigative summary, and final decision will be the only documents placed in the employee’s file whether the grievance is considered valid/invalid.

17.07.02 If the employee files a grievance against the General Manager or due to termination, all records (except outlined in the Drug and Alcohol Free Workplace Policy) will be made available to the Tribal Council Personnel Committee for review.
Ketchikan Indian Community EMPLOYEE’S
GRIEVANCE TRACKING SHEET As provided by
Ordinance 8, Section 17

Employee Name: ______________________  Position/Title: ______________________
Department: ______________________
Date: ______________________  Date Grievance Filed w/HR: ______

Please attach your formal typewritten Grievance to this form.

Whom and/or what are you filing a Grievance against?

Please list the policy that has been violated:

Subject of Grievance:

Requested Outcome:

Level 1:  HUMAN RESOURCES/IMMEDIATE SUPERVISOR
Have you discussed this matter with your immediate supervisor?

Date of discussion: ______
With what result:

Supervisor decision:  Accept original decision
Resolved issue at this level

Grievant’s decision:  Accept  Level 1 decision  Disagree move to Level 2

Level 2:  DEPUTY GENERAL MANAGER/HEALTH ADMINISTRATOR
Filed with DGM/HA on what date?

DGM/HA decision:  Accept Level 1 decision  Disagree with Level 1 decision

Grievant’s decision:  Accept  Level 1 decision  Disagree move to Level 3

Revised 12/10/07
Level 3: GENERAL MANAGER
Filed with GM on what date?

GM decision: Accept Level 3 decision Disagree move to Level 4

GM’s approval to move to Level 4: ____________________________
Date of GM’s approval:

Level 4: HR/PERSONNEL COMMITTEE
Filed with HR on what date?
Date set for hearing:

HR/PERSONNEL COMMITTEE Decision:

Grievant’s decision: Accept Disagree move to Appeal

FINAL/APPEAL PROCESS
Filed with Tribal Council on what date?

TC’s decision (in writing):

The Tribal Council’s decision is final and non appealable.
SECTION 18: SEVERABILITY

18.01 SEVERABILITY: If any part of this Ordinance is held to be invalid, the remainder shall continue to be in full force and effect.

18.02 SOVEREIGN IMMUNITY: Nothing contained in this Ordinance shall be construed as a waiver of the Tribe's sovereign immunity from suit in any forum.
SECTION 19: DEFINITIONS

19.01 CONSTRUCTION OF TERMS: Unless the context requires otherwise, the definitions below govern the construction of terms.

19.01.01 ADMINISTRATIVE STAFF means the General Manager, Deputy General Manager, Health Administrator, Finance Director, Department Director or Program Manager.

19.01.02 ALLOCATION OF POSITION means the decision regarding which job class an individual position should be assigned, i.e., Office Assistant I, Early Childhood Teacher, Cultural Enhancement Aide, Department Director, etc.

19.01.03 APPOINTING AUTHORITY means the Tribal Council of the Tribe or the General Manager to whom hiring authority has been delegated by the Tribal Council.

19.01.04 COUNCIL means the Tribal Council of the Ketchikan Indian Community.

19.01.05 CHANGES OF HIGHER GRADE means the change of an employee from a position in one class to a position in another class with a higher salary range.

19.01.06 CHANGE TO LOWER CLASS means the change of an employee from a position in one class to a position in another class with a lower salary range.

19.01.07 CLASS OR CLASS OF POSITIONS means one or more positions sufficiently similar as to duties and responsibilities, degree of supervision exercised or required, and having similar entrance requirements so that the same descriptive title may be used to designate them. The same pay schedule will apply to all positions within a class.

19.01.08 COMPLAINT means everything else not on what is allowed to grieve list. Example: my co-worker doesn’t like me.

19.01.09 COORDINATOR means an employee directing a portion of a component program.

19.01.10 CURRENT RATE OF PAY means the wages received by an employee.

19.01.11 DEMOTION means a reassignment of an employee to a position of lesser responsibility and lower salary range.

19.01.12 DEPARTMENT MANAGER/DIRECTOR means the manager of a major component program of the Tribe.

19.01.13 DISCIPLINARY ACTION means a verbal warning, written reprimand, special probation, and suspension without pay, dismissal or other action as approved by the General Manager.

19.01.14 DISMISSAL means involuntary separation of an employee from service for reasons other than resignation, retirement or layoff.

19.01.15 ELIGIBLE means any person who has qualified under these policies for appointment to position(s) in a specified class.
19.01.16  _EXEMPT_ means an employee who under applicable federal law is not entitled to overtime pay.

19.01.17  _GRIEVANCE_ means an employee's written complaint delivered through appropriate line of authority.

19.01.18  _GRIEVANT_ means an employee who has filed a grievance.

19.01.19  _HEALTH BOARD_ means the KIC Tribal Health Clinic Advisory Board, which gives direction to the KIC Tribal Health Clinic.

19.01.20  _JOB DESCRIPTION_ is a written statement of duties and responsibilities which are characteristic of a class of positions and includes the education, experience, knowledge and ability required to perform the work of the class of positions.

19.01.21  _KEY PERSONNEL_ means all employees of the level of Department Manager and above, as well as the Finance Director and Tribal Planner.

19.01.22  _K.I.C._ refers to the Tribe. Ketchikan Indian Community.

19.01.23  _MAY_ means allowing a choice or discretion.

19.01.24  _MERIT INCREASE_ means the change of an employee one salary step to another.

19.01.25  _NEPOTISM_ means favoritism shown in official business on the basis of family relationships.

19.01.26  _NON-EXEMPT_ means an employee who under applicable federal law is entitled to overtime pay for all hours worked in excess of 40 hours in a work week.

19.01.27  _PAY PLAN_ means schedule of payment covering all classes of positions.

19.01.28  _PERFORMANCE EVALUATION REPORT_ means the periodic appraisal in writing of an employee's work performance on forms prescribed by the General Manager, also called "Evaluation Report" or "Position Evaluation Report".

19.01.29  _PERFORMANCE IMPROVEMENT PLAN:_ Using Progressive Discipline if an infraction occurs, the supervisor needs to work with that employee to correct the action within a certain timeframe.

19.01.30  _POLITICAL ACTIVITY_ means any activity which includes but is not limited to organized or organizing rallies, campaigns, soliciting votes or campaign funds, publicizing political information or seeking sponsorship of petitions.

19.01.31  _POSITION_ means an office or job composed of specific duties and requiring the full-time or part time service of one person.

19.01.32  _PROMOTION_ means the change of an employee from a position in one class to a position in another class with a higher salary range.
19.01.33 PROBATIONARY PERIOD means an employee’s initial three (3) month period or longer if such period is extended.

19.01.34 PROGRESSIVE DISCIPLINE is used to correct inappropriate behavior by employee. Can begin with an oral warning, to a written reprimand, to suspension with or without pay, to termination of employment.

19.01.35 REPRIMAND means a written notice to an employee that a supervisor believes a deficiency exists in the employee's work performance or conduct and improvement is needed.

19.01.36 RE-ALLOCATION means the action taken to place an existing position in a new class due to changes in the requirements for the position, or amendment of the classification plan.

19.01.37 SALARY INCREASE means an increase in the pay of an employee with the salary range steps of the pay table.

19.01.38 SHALL mean an order - without discretion.

19.01.39 SUSPENSION WITH PAY means an enforced leave of absence, including a leave pending investigation of charges made against employee.

19.01.40 SUSPENSION WITHOUT PAY means an enforced leave for disciplinary purposes. During this time, neither Annual Leave nor Sick Leave may be used; nor do they accrue.

19.01.41 TEMPORARY means an employee who is hired for a specific period of time, or specific project assignment.

19.01.42 TRANSFER means the lateral movement of an employee from one position to another position in the same job class or to a parallel job class at the same pay range without any break in service.
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