

# SITKA TRIBE OF ALASKA EMPLOYEE HANDBOOK



## Mission Statement

**To exercise its sovereign rights and powers,  
preserve the integrity of tribal society,  
and improve the lives of individual Tribal Citizens.**

Employee acknowledgment:

I have reviewed with Human Resources (HR) staff - the Sitka Tribe of Alaska (STA) Employee Handbook attached. My questions were answered to my satisfaction, and I understand that if I have further questions, I may discuss them with my supervisor, or with the HR staff of STA.

Signed \_\_\_\_\_

Date \_\_\_\_\_

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## **Part 1 Introduction**

### **Part 1.01 Core Mission Statement**

The mission of Sitka Tribe of Alaska is to exercise its sovereign rights and powers, to preserve the integrity of Tribal society and improve the lives of individual Tribal citizens, to conserve and retain tribal lands and resources, to establish and carryout justice pursuant to Tlingit Tribal law and custom, and to increase the variety and quality of services provided to Tribal citizens. Sitka Tribe of Alaska is dedicated to the task of preserving the integrity of Tribal society and improving the lives of individual Tribal citizens.

### **Part 1.02 Purpose and Limitations of Handbook**

This handbook is an outline of the basic personnel policies, practices, and procedures of Sitka Tribe of Alaska (STA). It contains general statements of STA policy, but does not include all STA policies or the fine details of each policy and does not form an expressed or implied contract or promise that the policies discussed in the handbook will be applied in all cases.

STA will carry out this Handbook consistent with the duty of good faith and fair dealing with all employees. In any conflict between STA policies and applicable laws, applicable law shall prevail.

### **Part 1.03 Employment-At-Will**

STA is not able to guarantee or promise employment for any specific length of time. STA reserves the right to make employment decisions at its sole discretion. Employment may be terminated with or without notice or cause at any time at the option of STA or the employee.

While it is hoped that employment with STA will be long and mutually rewarding, the length of that employment is not for any fixed term. Employment shall be “at will” and shall be terminated “at will” by STA or an employee of STA with or without cause. Any statements or promises to the contrary are not binding upon the employer, except when authorized in a written contract by the Tribal Council.

This policy shall not be modified by any statements contained in this or any other employee handbooks, employment applications, STA recruitment materials, STA memorandums, or other material provided to employees in connection with their employment, unless expressly stated in an employment contract. Apart from an actual employment contract, none of the listed documents,

whether singly or combined, shall create an express or implied contract of employment or an express or implied contract concerning any terms or conditions of employment.

#### **Part 1.04 Application of Policies**

This Employee Handbook applies to all employees of STA. Certain employee benefits shall not be extended to part-time or seasonal employees. For more detail on which benefits will not be applied see Part 6. Benefits.

#### **Part 1.05 Interpretation and Questions**

Any questions concerning interpretations of this Handbook or any other employee personnel matter should be referred to the employee's direct supervisor or the human resources office.

#### **Part 1.06 Amendment and Distribution**

STA may add to the policies in the Handbook or revoke or modify them from time to time for any reason. Changes, including modification, additions, or deletions to the Handbook, must be approved by the Tribal Council. Changes approved by the Tribal Council may become effective before this Handbook can be revised. Changes will be done periodically and/or on an as needed basis.

Employee Handbooks are STA property. A copy of the Handbook will be available to each employee of STA.

### **Part 2 Non-Discrimination and Native Preference Policy**

#### **Part 2.01 Non-Discrimination Policy**

STA does not discriminate on the basis of marital status, gender, sexual orientation, age, color, religion, disability, or pregnancy.

#### **Part 2.02 Tribal Citizen and Native Preference Policy**

##### **A. General Policy**

As defined in the STA Hiring Policy Preference in employment – hiring, promotion, transfer, training, and retention - shall be given in the following order:

- 1) STA Tribal Citizens
- 2) Non-Indians supporting STA tribal citizen children
- 3) Members or descendants of any Alaska Native Tribe
- 4) Members or descendants of any other Indian Tribe

5) Other candidates

B. Membership in Alaska Native Tribe or other Indian Tribe

Membership in an Alaska Native Tribe or other Indian Tribe may be proved by a tribal enrollment card, or verification of tribal enrollment by that tribe. In the case of a descendant, the descendance may be verified by presentation of a letter of descendance from their tribe, an Alaska Native corporate shareholder card, a certificate of Indian blood from the Bureau of Indian Affairs, or an Indian Health Service beneficiary card.

C. Waiver

In the best interest of STA, the Tribal Council may waive the member and Alaska Native preference provisions of this policy and authorize the General Manager to recruit for the best-qualified person.

### **Part 3 General Information**

#### **Part 3.01 Business Ethics and Conduct**

The successful business operation and reputation of STA is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations as well as adherence to the highest standards of conduct.

Compliance with this policy is the responsibility of every STA employee. Disregarding or failing to comply with this standard of business ethics and conduct could lead to disciplinary action, up to and including possible termination of employment.

#### **Part 3.02 Client and Public Relations**

STA expects all employees to establish and maintain effective working relationships with tribal citizens, co-workers, managers, and others at work, and to contribute to a positive working environment. No tribal citizen, staff, family members, or others associated with any STA program should be subject to any treatment which could be considered abusive or disrespectful to their person or rights.

Employees shall always treat clients and others who visit STA offices in a courteous and respectful manner. Employees shall refer complaints from the public to a Supervisor or handle them in accordance with applicable grievance processes, if any.

STA is committed to providing excellent customer service. To achieve this goal, STA expects all employees to always meet the following seven (7) Standards for Service Excellence:

- a. Make a positive first impression.
- b. Treat others as guests.
- c. Recognize cultural beliefs and practices.
- d. Develop customer recovery skills.
- e. Practice professionalism.
- f. Serve others from a team-centered approach.
- g. Project a positive attitude.

### **Part 3.03 Employee productivity**

STA expects employees to work hard and be productive during working hours. Employees may briefly, and occasionally, conduct personal conversations on their cell phones at their workstations. With approval of the employee's direct supervisor, the employee may take a short break to complete necessary longer conversations. Those breaks must fall under the guidelines of 5.02 b. Breaks. If calls become excessive, the employee will be subject to prompt disciplinary action, up to and including termination of employment.

### **Part 3.04 Employee Relations**

Employees shall always behave respectfully and cooperatively towards each other. Differences of opinion must be expressed respectfully. No employee shall hold another employee up to ridicule, interfere with another employee's work, or disrupt the workplace. If discussion among employees does not amicably resolve an issue dealing with STA policy or procedure, the employees should refer the question to their Department Directors for resolution. When it does not conflict with or impede their own work performance, employees, if asked, will assist other employees in the execution of their duties, after receiving authorization from the employee's direct supervisor.

If a situation arises where it is difficult to determine the proper course of action, the matter should be discussed openly with your immediate supervisor and, if necessary, with Human Resources for advice and consultation. An employee who has knowledge of illegal or unethical conduct should contact the General Manager or Deputy General Manager.

### **Part 3.05 Cooperation with Supervisors**

Employees shall comply with all reasonable requests or instructions of their supervisor or other management personnel.

### **Part 3.06 Conflicts of Interest**

STA will comply with all applicable laws and regulations and expects its council, management, and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws as well as the established STA policies and procedures, while refraining from any illegal, dishonest, unethical conduct, or such conduct that would give an appearance of a conflict of interest. See Code of Conduct for additional information.

### **Part 3.07 Acceptance of Gifts and Gratuities**

Employees and members of the employee's immediate family are prohibited from accepting, except from members of the employee's immediate family or extended family, gifts valued at more than fifty dollars, or gratuities from:

- 1) Any person receiving benefits or services from STA;
- 2) Any person or entity performing services under contract with STA; or
- 3) Any person who is otherwise in a position to benefit from the actions of any employee of STA.

### **Part 3.08 Participation in Community Affairs**

It is the policy of STA to encourage all employees to participate in civic affairs and to practice good citizenship. Employees are encouraged to take an active interest in community activities of a charitable, religious, fraternal, or civic nature. However, employee participation in community affairs must not adversely affect the employee's job performance or be detrimental to STA's interests. Time spent in such activities normally should be outside of the employee's working hours and will not be considered hours worked for pay purposes, except with the written approval of the General Manager.

STA has a right to take reasonable action when an employees' conduct off work creates a legitimate business concern.

### **Part 3.09 Political Activities**

Employees will not support or promote any political activities or interests during work hours or with any STA resources. No employee, acting in the course of his or her duties as a STA employee, will make a decision based solely on any political consideration.

### **Part 3.10 Public Statements and Appearance**

#### **A. Communication with the media**

Employees will not speak on behalf of STA to any representative of the media, except with prior approval from the General Manager. Inquiries from the media should be directed to the General Manager. See media policy for additional guidance.

In the absence of the Chairperson and the General Manager, the Vice-Chairperson of the Tribal Council or the General Manager's appointed representative may respond to media inquiries and speak on behalf of STA to the media.

#### **B. Public appearances**

Employees asked by an outside agency or organization to appear on behalf of STA, or to speak about STA as guest speakers or program participants, must obtain prior approval from their direct supervisor.

### **Part 3.11 Workplace Violence Prevention**

All employees should be treated with courtesy and respect at all times and be safe in their workplace. Employees are expected to refrain from conduct that may be dangerous to others.

STA has a no tolerance policy for workplace violence. It will be a violation of this policy to bring weapons into the STA workplace, threaten bodily harm or use of weapons against another STA employee. Examples of weapons include but are not limited to guns, knives, etc.

STA will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected, unless there is a legal issue. In order to maintain workplace safety and the integrity of its investigation, STA may suspend employees, either with or without pay, pending investigation.

Anyone determined by the General Manager to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action, up to and including termination of employment.

### **Part 3.12 Sexual and Other Workplace Harassment**

#### **A. Definition of Sexual Harassment**

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal and physical conduct of a sexual nature when:

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

Examples of sexual harassment include, but are not limited to, sexual touching, advances or propositions, use of sexually explicit language, and the display in the workplace sexually suggestive objects or pictures or images, including nude photographs, drawings and computer-generated images or material.

#### B. Policy

STA prohibits sexual harassment. Any employee who believes that he or she has been subjected to sexual harassment should report the conduct immediately to his or her direct supervisor. If an employee believes that he or she has been sexually harassed by a direct supervisor, the employee should report the conduct to the General Manager. Employees who believe they have been sexually harassed by the General Manager should notify the Chairperson of the Tribal Council.

To the degree possible allowing for a fair investigation, STA will endeavor to investigate and document the complaint in the strictest confidence. No person shall be penalized or subjected to retaliation for filing a complaint of sexual harassment or for cooperating in the investigation of such a complaint. Employees found to have violated the sexual harassment policy will be subject to the Disciplinary Standards outlined in Part VI of this handbook.

### **Part 3.13 Use of Vehicles**

Employees using STA vehicles must operate the vehicle in a safe manner, in compliance with traffic/parking laws and ensure cleanliness of the vehicle is maintained. Employee must also complete the mileage log noting miles at the beginning and end of the trip. STA encourages employees to use an STA vehicle, if available, opposed to personal vehicles.

Employees are authorized to use personal vehicles, including cars, trucks, boats and planes, for company business with prior management approval. Prior to using any personal vehicle, employees must possess required operator permits and the owner of the vehicle must have insurance coverage limits as required by the policy. STA will reimburse mileage for personal use pursuant to federal reimbursement guidelines, a mileage log must be kept and submitted in a timely fashion for reimbursement to be provided.

### **Part 3.14 Visitors in the Workplace**

It is the supervisor's responsibility to make certain that visitors in their department are authorized to be there.

Employees are discouraged from bringing their children to the work site during work hours. Children are not permitted to remain at the work site for extended periods of time. Managers and supervisors may grant emergency annual leave to make childcare arrangements when unforeseen circumstances arise.

### **Part 3.15 Solicitation**

Individuals and organizations may not solicit or distribute literature in the workplace without prior approval from the General Manager or his/her designee. Solicitors wishing to conduct business on STA premises should be directed to the General Manager or his/her designee for consideration.

### **Part 3.16 Safety**

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate supervisor. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify their supervisor or any member of management. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures (*see Part 6.06 Workers' Compensation Insurance*).

### **Part 3.17 Drug and Alcohol Use**

A. General Enforcement & Procedures:

***The full policy is STA Drug & Alcohol-Free Workplace Ordinance, adopted October 29, 2008.***

As a condition of employment, all employees must:

- 1) Abide by the terms of the drug and alcohol-free workplace ordinance/regulations; and
- 2) Notify their direct supervisor within five (5) calendar days of any criminal conviction or charge against their person for violation of a drug or alcohol statute, if the violation occurred at the workplace, while the employee was representing STA, or while the employee was on travel status for STA.

To the extent required by law or at the discretion of the General Manager, within thirty (30) calendar days after receiving notice of such a drug or alcohol charge or conviction, STA will take appropriate personnel action against the employee that may include suspension, referral to an approved substance abuse treatment provider for screening and treatment recommendations, and/or termination of employment.

B. Drug-Free Workplace Policy

Employees shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the workplace, during the employee's work hours or during any time in which the employee is representing STA or on travel status. Employees may not report to work under the influence of a controlled substance used unlawfully. Any employee that reports to work under the influence of a controlled substance used unlawfully will be subject to disciplinary action that may include suspension, referral to an approved substance abuse treatment provider for screening and recommendations, or termination of employment. Recreational use of marijuana is prohibited under federal law and is still regulated as a controlled substance therefore use of marijuana is prohibited.

C. Alcohol-Free Workplace Policy

Employees shall not consume any alcoholic beverage in the workplace or during the employee's work hours. Employees shall not report to work under the influence of alcohol. Any employee that reports to work under the influence of alcohol will be subject to disciplinary action that may include suspension, referral to an approved substance abuse treatment provider for screening and recommendations, or termination of employment.

D. Department special employment policies

Certain STA Departments require employees to comply with special Drug and Alcohol-Free Workplace Policies. These policies may include pre-employment, random, and reasonable suspicion drug and alcohol testing.

E. Drug or alcohol violation outside of work hours

An employee who is charged with, or convicted of, violating a drug or alcohol statute outside of the employee's work hours, or when the employee is representing STA or on travel status, must report the charge or conviction to his or her Direct Supervisor by the next work day. The employee may be subject to disciplinary action that may include suspension, referral to a substance abuse treatment provider for screening and treatment recommendations, and/or termination of employment.

### **Part 3.18 Tobacco Free Workplace/Campus**

No smoking, chewing tobacco or use of e-cigarettes are permitted in on or near any STA property, facility, vehicle or boat. STA will not build or maintain any structures to facilitate smoking. Break timing is governed under the guidelines of 5.02 B Breaks.

Employees may also not have the smell of tobacco smoke about their persons during work hours or while on company business. In general, employees should not use or consume any substance, the effects or traces of which could interfere with the employee's presentation of a clean and professional appearance to clients and the public in general.

Employees who violate this policy may be subject to STA *Progressive Discipline Policy*. Visitors who violate this policy will be politely informed of the policy and requested to cease their tobacco use. Visitors who violate the no alcohol policy will be politely informed of the policy and requested to return when they are not under the influence of alcohol.

### **Part 3.19 Confidential Information**

All employees must exercise the utmost discretion regarding all matters of official business of STA, including but not limited to, information about community and tribal matters, personnel actions, property acquisitions, financial transactions, and the development of policy. An employee will not communicate to any personal information concerning STA that has not been made public, except in the course of regular duties or by authorization of the employee's direct supervisor. An employee will not communicate personal information about clients or other staff that is not public information.

Information concerning clients and cases that is protected from disclosure by state or federal law is confidential and may be disclosed only in compliance with relevant provisions of law. All employees must assume the highest degree of confidentiality and integrity in the best interest of STA's clients.

### **Part 3.20 Personnel Records and Employment Reference Checks**

#### **A. Personnel file**

It is the policy of STA to maintain certain records on each employee which are directly related to the employee's job with STA. Each employee's personnel file may include:

- 1) application forms and materials, including job descriptions and references;
- 2) payroll information;
- 3) performance evaluations;
- 4) medical information;

- 5) disciplinary records; and
- 6) employee status change forms.

An employee may inspect and make copies of his or her personnel records, upon written request, at a time convenient for the employee and the employee's direct supervisor. Employees are encouraged to review their personnel file annually for accuracy and completeness. STA human resources staff must be present at all times during the employee's inspection of the file. If an employee believes that certain material is irrelevant, inaccurate, or obsolete, the employee may place a written statement of disagreement in the file.

#### B. Requests for personnel information

All requests from outside STA for personnel information concerning past or present employees of STA will be referred to the human resources office. The dates of employment, position held, and location of job site may be released without the consent of the employee. No other information concerning a past or present employee will be released without the written consent of the employee.

### **Part 3.21 Social Media and Internet Use**

STA established this social media policy to provide guidance to employees for appropriate use of social media. This policy applies to all staff, including contractors, and shall apply to social media use during work hours and non-work hours.

Social Media is defined as all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with STA, as well as any other form of electronic communication. Social Media includes but is not limited to: Facebook; Instagram, Pinterest, MySpace; LinkedIn; Twitter; YouTube; blogs; wiki; and online journals.

Any posting or online conduct that adversely affects your job performance, that adversely affects other individuals in the STA workplace, or that violates these guidelines may result in disciplinary action up to and including termination.

All access to social media sites from the workplace must comply with current STA policies. Prior to creating a Facebook page related to the Tribe, approval from the General Manager is required. Current pages in existence are Sitka Tribe of Alaska, Sitka Bingo, Sitka Tribal Tannery, the "Ride", SEATOR, and Sitka Native Education Program.

Inappropriate postings to social media will not be tolerated and may subject you to disciplinary action up to and including termination. All staff shall comply with the following guidelines applicable to social media use:

- Do not use social media during work hours or on STA equipment unless the use is work-related and is authorized by your supervisor and the General Manager.
- Staff will be notified of any changes to the list of STA approved sites.
- Do not use STA email addresses to register on social networks, blogs or other online tools utilized for personal use.
- Always be fair and courteous in postings to coworkers, tribal citizens, Tribal Council, customers, suppliers and other people who work with STA.
- Do not post materials that are malicious, obscene, threatening or intimidating; that disparage customers, suppliers, and people who work on behalf of STA; or that might be seen as harassment or bullying.
- Always be respectful. Do not post materials meant to intentionally harm someone's reputation or that disparage another person on the basis of race, sex, disability, religion or any other status protected by law.
- Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly.
- Never post information or rumors that you know to be false about STA or about any individual.
- Maintain the confidentiality of STA private or confidential information. Do not post internal reports, policies, procedures or business-related confidential communications.
- Never represent yourself as speaking for STA. If STA is a subject of the content, be clear and open about the fact that you are an employee and that your views do not represent those of STA. Include a disclaimer such as, "The postings on this site are my own and do not necessarily reflect the views of STA or any individual other than myself."

### **Part 3.22 Reporting Violations of Policy**

A staff member who receives a complaint shall notify the General Manager or Deputy General Manager. STA will investigate all complaints about postings or inappropriate use of social media. STA reserves the right to use necessary tools or software to monitor or review sites and social media use or postings that occur during work hours and from STA equipment and networks.

- Any disciplinary action taken will comply with the Employee Handbook. Action may also include direction to remove inappropriate postings/comments; or removal of any affiliation or

association with STA.

- STA will report any illegal conduct or activity that is identified during an investigation.
- STA prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any STA employee who retaliates against another STA employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

STA provides Internet access for work purposes only and utilizes a filter to prevent access to inappropriate material on the Internet. Employees shall not abuse the privilege of Internet access or download or view sites that are inappropriate for the workplace. Social networks and online shopping sites may be accessed during the workday only as part of an employee's official duties.

### **Part 3.23 Sitka Tribe of Alaska Property**

#### **A. Issuance**

An employee who is issued STA property, including but not limited to: keys, laptop computers, iPad, cell phones, becomes responsible for the property. Employees will sign a receipt of property and use agreement for each assigned item. Consequences for lost equipment shall be outlined in the use agreement executed by the employee and STA management. Any employee who loses his or her keys will pay a \$50.00 fee for each lost key and may be responsible for the cost of ensuring the security of the building.

#### **B. Return at Separation**

Upon separation of employment, an employee who possesses the items listed in 3.22 A. must return them before a final paycheck will be released. Any items not returned are subject to that amount being withheld from their final check.

## **Part 4 Employment**

### **Part 4.01 Employment Classifications**

Administrative, executive, and professional employees, outside salespeople, and certain computer employees may be classified as exempt, and will not be eligible for overtime pay.

Employees who do not fall in the above categories will be classified as non-exempt.

Classifications of employees shall be stated in the job description.

#### **Part 4.02 Position Descriptions**

STA will create and maintain accurate job descriptions for all positions within the organization. Each position description includes: a position summary section (giving a general overview of the job's purpose), a key duties and responsibilities section, a qualifications section (including education and/or experience, and any certification required), a skills section, a responsibility of contacts section, and a supervisory control section.

The hiring manager will prepare position descriptions as new positions are created, subject to review by Human Resources. Existing position descriptions are reassessed by the Human Resources Department and the reviewing manager when performance evaluations are conducted.

Position descriptions do not necessarily cover every task or duty that might be assigned and additional responsibilities may be assigned as necessary.

#### **Part 4.03 Attendance and Punctuality**

##### **A. Notice to employer**

An employee who will be absent from work during all or part of a regular workday must notify the employee's direct supervisor as soon as possible prior to the beginning of the regularly scheduled workday, or leaving the workplace during a workday. In the event of an emergency, the employee shall notify their direct supervisor of absence as soon as reasonably possible.

##### **B. Deduction from accrued leave for excused absence**

An absence or late report which has been reported and excused in accordance with the above paragraphs will be charged to accrued unused paid time off (PTO), as appropriate. An employee who does not have accrued and unused PTO will be charged Leave Without Pay for each such absence. The employee's paycheck for the pay period in which the absence occurred will reflect a reduction for Leave Without Pay when PTO was not available.

#### **Part 4.04 Personal Appearance**

##### **A. Policy**

The dress code is established by the Tribal Government to be followed during all working hours. Apparel shall reflect the dignity of the Tribal Government and the individual. Employees are expected to maintain a professional appearance at all times.

## B. Personal Appearance

Employees are expected to dress in clean, neat, and professional attire for their department and typical duty activities within their departments. Suitable attire for women includes professional tops, blouses, sweaters, pants, neat and presentable jeans, skirts, dresses, suits, and appropriate footwear for the workplace. Suitable attire for men includes professional shirts, sweaters, long pants or slacks, suits, and appropriate footwear for the workplace. Supervisors are responsible for ensuring their staff wearing suitable attire.

## C. Casual Friday

On Friday, employees may wear casual attire. Acceptable casual attire is relaxed clothing, including jeans of any color.

## D. Exceptions

Certain STA Departments must adopt special employment policies that allow for exceptions to this Dress Code or require employees to wear uniforms. Employees may wear appropriate attire for field work upon approval by their direct supervisor.

### **Part 4.05 Employment of Relatives**

The employment of relatives in the same area of an organization may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried over into the day-to-day working relationship.

No person shall hold a job or be hired for a position that requires him or her to directly supervise or to be supervised by an immediate member of his or her family. Immediate family members are the employee's children (including step or adopted), father, mother, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, sister-in-law, brother-in-law, aunts, uncles, nephews or nieces.

Upon request of the General Manager, the Tribal Council may waive the nepotism policy, if such a waiver is in the best interest of STA.

### **Part 4.06 Employment of Aliens**

Appropriate laws and regulations, particularly the Immigration Reform and Control Act of 1986 which prohibits employers from hiring "unauthorized aliens," will be followed and adhered to at all times.

#### **Part 4.07 Employment of Minors**

Minors may be employed as STA employees or volunteers. An STA permit must be issued prior to hiring a minor under the age of 14.

#### **Part 4.08 Outside Employment**

An employee will not engage in outside employment with or without compensation, whether full-time, part-time, temporary or permanent, or self-employment, without prior written approval of the General Manager. A request for approval of outside employment must be made in writing and must specify:

- 1) The nature of the work;
- 2) The name and address of the prospective employer;
- 3) The anticipated work hours;
- 4) The reasons for desiring outside employment; and
- 5) A statement that the outside employment will not detract from the employee's efficiency, conflict with the interests of STA, or discredit STA.

The decision to grant approval is solely within the discretion of the General Manager with a recommendation from the Supervisor. Requests should first be submitted to the Supervisor and then the General Manager.

#### **Part 4.09 Performance Evaluations**

Employees will receive evaluations at the end of their first three (3) months of employment, at the end of their first year of employment, on the employee's anniversary date of employment each year, when the employee is transferred or promoted to a new job, when a new supervisor is assigned, at the time of the employee's termination, and at other times at the discretion of the supervisor.

Reviews are completed by the supervisor and submitted to the general manager for review prior to meeting with the employee. After review by the GM the written evaluation will be discussed with the employee, the employee must sign the evaluation. An employee may attach a written comment concerning information in the evaluation with which the employee disagrees. Nothing in this policy is intended to prohibit or discourage supervisors and employees discussing an employee's performance on an informal basis at any time.

A performance evaluation will be periodically completed for each employee by the employee's direct supervisor. The performance is a written evaluation of the employee's job performance. It may include the direct supervisor's comments and recommendations, an action plan for both the employee and supervisor, and performance goals for the next evaluation period. Information

derived from the performance appraisal may be considered when making decisions affecting an employee, including, but not limited to decisions concerning training needs and opportunities, merit pay increases, promotion, transfer, and continued employment.

Completion of an evaluation and discussion of employment objectives and goals is not a guarantee of continued employment with STA. The evaluation process is not an express or implied contract of any aspect of employment.

#### **Part 4.10 Performance Improvement Plan**

A performance improvement plan (PIP) may be utilized to provide an employee the opportunity to improve his/her work performance, if their performance is less than fully satisfactory. A performance improvement plan will identify performance elements needing improvement, the timeframe for improving the work elements, specific actions the employee will take to improve performance, and what the supervisor will do to assist the employee throughout the PIP process. If the employee does not improve their work performance within the timeframe set forth in the PIP, the employee may be terminated or transferred to another position.

#### **Part 4.11 Progressive Discipline**

The purpose of this policy is to state STA's position on administering equitable and consistent discipline for unsatisfactory conduct in the workplace. The best disciplinary measure is the one that does not have to be enforced and comes from good leadership and fair supervision at all employment levels.

STA is committed to providing fair treatment of all employees and in making certain that disciplinary actions are prompt, as uniform as practicable, and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for future satisfactory service. Employment with STA is based on mutual consent and both the employee and STA have the right to terminate employment at will, with or without cause or advance notice. STA may choose to use progressive discipline, at its sole discretion, but STA is not obligated to use progressive discipline in any particular case.

##### **A. Progressive Discipline**

Progressive disciplinary action may call for any of the following five steps, depending on the severity of the problem and the number of occurrences: corrective counseling, oral warning, written warning, suspension, or termination of employment. There may be circumstances when one or more steps are bypassed. The general guidelines for STA's progressive discipline policy are as follows:

1. Corrective counseling/advising - is provided in a private conversation between the employee

and supervisor in cases where the employee may not be aware of wrongdoing or detrimental conduct-must be documented in supervisor's desk file for progressive discipline purposes;

2. Oral warning – is provided in a private conversation between the employee and the supervisor-must be documented in supervisor's desk file for progressive discipline process;
3. Written warning - Human Resources must become involved in the discipline process at this point and beyond, the supervisor and Human Resources staff prepare a memorandum to the employee which must outline performance issues and directions for resolution, and a copy of the memorandum is to be reviewed in person with the employee and placed in the employee's Personnel File;
4. Suspension - with or without pay, will be decided following an investigation if warranted (suspension without pay for exempt employees must be in full week increments unless the suspension is for a serious safety violation); or
5. Termination of employment – termination from the position.

#### **Part 4.12 Whistleblower Policy**

Employees have a duty to report if the employee reasonably believes there is evidence of gross mismanagement of tribal resources, federal contract or grant, a gross waste of tribal or federal funds, an abuse of authority relating to expenditure of tribal resources or a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule or regulation (including those approved by STA Tribal Council and the STA Constitution) related to tribal resources or a federal contract or grant.

Employees shall not be discharged, demoted or otherwise penalized as a reprisal for disclosing their reasonable belief of activity outlined in paragraph (A).

All reports shall be made to the General Manager. If the concerns relate to the General Manager, then the report shall be made to the Tribal Attorney. The Council shall be promptly informed when either the General Manager or Tribal Attorney receives a report pursuant this Section.

### **Part 5 Timekeeping and Payroll**

#### **Part 5.01 Timekeeping**

It is the responsibility of employees to complete and submit timesheets and reports concerning time worked and use of leave on a timely basis to avoid delays in processing the employee's paycheck. Upon completion, the employee shall submit this record to the employee's direct supervisor for verification and signature. Failure to submit timesheets in the timeline requested by Finance will result in a delayed paycheck for the employee. Employees must submit timesheets timely.

## **Part 5.02 Office Hours/Work Schedules**

### **A. Regular work week and hours**

The regular workday and week for full-time STA employees is from 8:00 A.M. to 12:00 noon and from 1:00 P.M. to 4:30 P.M., Monday through Friday. The work schedule may be modified for some employees to meet the needs of STA, subject to applicable laws. Any permanent change in the work schedule must be approved by the employee's direct supervisor in writing and in advance.

### **B. Breaks**

Employees should make it a healthy practice to take a short break, no longer than 15 minutes, but not before two hours on the job or within two hours of the end of the day. Supervisors may schedule breaks and may require that no formal break be taken during a given shift due to the demands of a job. Employees taking a break must not disrupt the workflow of other employees.

### **C. Lunch Hour**

Employees will be given a one-hour lunch period, which will be taken at a time designated by the employee's direct supervisor. Lunch hours may be staggered so that the office is adequately staffed during each hour of the working day, if possible.

A non-exempt employee must obtain prior approval from the employee's direct supervisor prior to being absent from the office (other than during a lunch period) during a scheduled working day.

### **D. Wellness Program**

In support of employee health, fitness, and well-being, employees may use up to ½ hour per day up one and ½ hours per week to participate in verifiable wellness activities. These activities include, but are not limited to walking, gym time workout, or exercise classes. Employees must indicate use for wellness on sign-in/out sheets. Employees in grant-funded positions must *prior to using time for wellness* work with their supervisor to determine whether their position qualifies to participate in this program.

### **E. Work Travel**

For work travel that requires an overnight stay, how employees account for time will be handled based on employee classification (exempt or non-exempt). Exempt employees will be paid their daily rate (7.5 hours per day) for each day that the employee is in travel status. Non-exempt employees will be paid for all hours worked while attending an event out of town for STA, including weekends, while on work travel. Travel time to and from the event is not considered work time for either exempt or non-exempt employees and therefore is not paid.

### **F. Employee Breastfeeding**

STA will strive to support employees who are breastfeeding an infant, up to one year of age, in the workplace.

- Prior to leaving for the birth/adoption of the child, employees will schedule a time to talk with their supervisor about their breastfeeding intent and a written plan will be developed.
- STA will provide breastfeeding employees two (2) thirty-minute breaks, one during the first half of their shift and the second during the second half of their shift, to nurse the baby or to pump their breasts. These breaks are for the sole purpose to support breastfeeding and are not to be used for any other purpose. Employees who normally have one hour scheduled for lunch will have that time reduced to one-half hour. There will be no change for employees who are on a one-half hour lunch schedule.
- Employees may breastfeed in the privacy of their own office or in another private location in an STA facility.

### **Part 5.03      Paydays**

Employees are paid on a bi-weekly basis. The pay period starts Sunday at 12:00 a.m. and ends fourteen days later on Saturday at 11:59 p.m.

Paydays are every other Monday. If Monday is an official STA holiday, the pay day is the Friday before the holiday. See Part 5.01 Timekeeping for the requirement that employees submit timesheets timely. If not received on time, in order to meet the Friday before pay date, finance will only process timesheets submitted on time.

Direct deposit statements are placed in the interoffice box (for the individual or department) on payday. It is the responsibility of each employee to promptly notify STA of any changes in personal data (e.g., bank account number, address or phone number changes). Employees that receive a paper check, go to the finance office to pick up your check and statement. If not picked up within 3 days, Finance will mail your paycheck to your address on record.

Weather and postal service delivery may cause paychecks to be delayed. Employees who are requesting that a missing paycheck be cancelled and reissued must wait 10 calendar days to receive the reissued check. Employees are encouraged to sign up for direct deposit to ensure receipt of pay on the payday.

Direct deposit forms are available at Human Resources or from the Payroll office.

### **Part 5.04      Official Holidays**

#### **A.      List of Holidays**

- 1)      New Year's Day—First of January
- 2)      Elizabeth Peratrovich Day—Sixteenth of February

- 3) Presidents Day—Third Monday in February
- 4) Memorial Day—Last Monday in May
- 5) Independence Day—Fourth of July
- 6) Labor Day—First Monday in September
- 7) National Indian Day—Last Friday in September
- 8) Indigenous Peoples’ Day – Second Monday of October
- 9) Alaska Day—Eighteenth of October
- 10) Veterans Day—Eleventh of November
- 11) Thanksgiving Day—Fourth Thursday in November
- 12) The day after Thanksgiving – Fourth Friday in November
- 13) Christmas Day—Twenty-fifth of December
- 14) The day after Christmas

B. Holidays falling on Saturday or Sunday

If a holiday falls on a Saturday, the preceding Friday is considered a holiday. If a holiday falls on a Sunday, the following Monday is considered a holiday. If two holidays (for example Elizabeth Peratrovich day and President’s Day), due to the day it falls on, would be recognized on the same day, Administration can indicate the preceding Friday will be the holiday for Elizabeth Peratrovich and the following Monday is the holiday for President’s Day. If a non-exempt employee observes the holiday falling on a Friday or Monday and works on the actual holiday (on Saturday or Sunday) they will be paid on the holiday at their regular rate of pay.

C. Work performed on holidays

At times, some employees (for example Cultural Resources/SNEP or Transportation department employees) may be required to work on an official holiday. In those instances, how that is handled depends on the FLSA status of the employee. Exempt employees will work with their supervisor to schedule an alternate day to take off in observation of working the holiday. Non-exempt employees who have to work the holiday will be paid at the rate of time-and-a-half for holiday work if the work was pre-authorized by the employee’s direct supervisor and the employee didn’t observe the holiday already. STA does not pay double-time for work performed on a holiday. Non-exempt employees cannot schedule an alternate day off, they are paid to work the holiday.

D. Part-time, Temporary and Seasonal employees

Part-time and temporary employees are paid for holidays at the same level of their employment (Full, time,  $\frac{3}{4}$  or  $\frac{1}{2}$  time employee rate). Seasonal employees are not paid for holidays that they do not work as they are not eligible for holidays.

E. Religious/Cultural observances

Employees may take Paid time off or Leave Without Pay for any religious or cultural holidays not mentioned above, or with prior written approval of the employee's direct supervisor.

**Part 5.05 Overtime**

All employees are expected to complete work during office hours. Employees will from time to time be expected to perform services other than during the employee's established regular workday. For the purposes of calculating whether additional hours have been worked, the number of hours worked in a consecutive twenty-four (24) hour period beginning at 12:00 A.M. Sunday and ending at 11:59 pm on the following Saturday will be calculated.

Non-exempt employees who work in excess of eight (8) hours in a day or forty (40) hours in a week shall be entitled to overtime compensation at a rate of one and one-half times the regular rate of pay. In determining whether an employee has worked more than forty (40) hours a week, the number of hours worked shall be determined without including hours that are worked in excess of eight hours in a day. Employees entitled to receive overtime wages for working overtime must obtain written approval in advance from their direct supervisor before working any additional hours for extended amounts of time. Employees who are eligible to receive overtime wages (i.e. non-exempt employees) may NOT receive time off in lieu of overtime wages. Non-exempt employees who work overtime without approval from their direct supervisor will not be paid for those hours.

**Part 5.06 Flex Time**

Flex time is the modification of an employee's work hours within the regular work week. Flex time may be used by any employee, exempt or non-exempt. The use of flex time must always be authorized by the employee's direct supervisor in advance.

**Part 5.07 Pay Deductions and Garnishment**

The law requires that STA make certain deductions from every employee's compensation. Among these are applicable federal, state, and local income taxes. STA also must deduct Social Security taxes on each employee's earnings up to a specified limit that is called the Social Security "wage base." STA matches the amount of Social Security taxes paid by each employee.

STA offers programs and benefits beyond those required by law (i.e., health insurance). Eligible employees may voluntarily authorize deductions from their pay checks to cover the costs of participation in these programs.

Pay garnishments are pay deductions taken by STA, usually to help pay off a debt or obligation to STA. In addition, STA shall comply with all federal, state, and local laws and court orders to garnish wages from employee earnings.

#### **Part 5.08 Administrative Pay Corrections**

STA takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday. In the event that there is an error in the amount of pay, Paid Time Off accruals, and tax withholdings, the employee is responsible for promptly bringing the discrepancy to the attention of the Payroll Department so that corrections can be made as quickly as possible.

#### **Part 5.09 Pay Advances**

In an emergency, an employee may request a salary advance, which will not exceed the gross amount due the employee at the time the request is made; advances may be requested one time per calendar year per employee. Any salary advance shall be subject to applicable withholdings requirements. Salary advances will be deducted from the wages due on the next payday.

Salary advances are requested in writing, stating how much is needed, and when the advance will be deducted from check. The request is then routed to the employee's direct supervisor for signature and approval, routed to General Manager for signature and approval, and finally submitted to the Finance Department in a timely manner. An emergency salary advance requested by the General Manager must be submitted in writing to the Chairperson for signature and approval.

STA does not provide pay advances on unearned wages to employees.

#### **Part 5.10 Employment Termination**

The employment relationship is at-will and may be terminated by the employee or STA.

At the time of employment termination STA will provide an opportunity for employees who are voluntarily leaving STA to complete an optional exit interview with Human Resources. The exit interview will afford the employee an opportunity to voice suggestions, comments, and questions and be reviewed by Administration.

Where permitted by applicable laws, STA may withhold from the employee’s check or final paycheck the cost of any items that are not returned when required. All STA property must be returned by employees on or before their last day of work. STA may take all action deemed appropriate to recover or protect its property at the time of termination of the employment relationship.

Employees will receive their final pay in accordance with applicable state law.

Employee benefits will be affected by employment termination in the following manner; all accrued benefits that are due and payable at termination will be paid. The employee will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance.

Resignation is a voluntary act initiated by the employee to terminate employment with STA. Although advance notice is not required, STA requests at least two weeks’ written notice of resignation from all employees. Failure to give proper notice may be noted in the personnel file and may affect the employee’s application for rehiring at any future date.

The last day of employment is to be a working day. Paid Time Off and Holidays are not appropriate as a final working day.

## Part 6 Benefits

### Part 6.01 Employee Benefits

Eligible employees at STA are provided a wide range of benefits. A number of the programs (such as Social Security, workers’ compensation, state disability, and unemployment insurance) cover all employees in the manner prescribed by law.

Details of STA paid and optional insurance plans, including benefit amounts, limitations and restrictions are described in the plan’s Summary Plan Description provided to eligible employees.

Questions regarding eligibility for benefits should be directed to Human Resources. Details of many of these programs can be found elsewhere within this Employee Handbook.

Employees in the following employment classifications are eligible to participate in the plans listed below:

Benefit Category	Full-time	Part-time	Temporary	Seasonal
Bereavement Leave	X	X		
Business Travel accident insurance	X	X	X	X

Benefit Category	Full-time	Part-time	Temporary	Seasonal
Donated Leave	X	X		
Group Health Insurance	X	X		
Group Health Insurance Benefits Continuation (TCC)	X	X		
Holidays	X	X	X	
Jury Duty or Witness Leave	X	X		
Life Insurance	X	X		
Short Term Disability	X	X		
Military Leave	X	X		
Paid Time Off (PTO) Leave	X	X		
Retirement: 401(k) matching	X			
Wellness Time	X	X		
Workers' Compensation Insurance	X	X	X	X

**Part 6.02 Health Insurance**

STA provides health insurance to employees and their dependents through the Federal Employees Benefits Program (FEHB).

A change in employment classification that would result in loss of eligibility to participate in the health insurance plan may qualify an employee for benefits continuation under the Federal Employees Health Benefits Temporary Continuation of Coverage (TCC). Contact Human Resources for additional information.

The health insurance plan chosen will begin during the pay period directly following enrollment. Your chosen FEHB plan carrier is obligated to provide a certificate to show proof of health insurance coverage to terminating benefited employees.

**Part 6.03 Life Insurance**

STA provides a basic life insurance plan for eligible employees. Additional supplemental and/or dependent life insurance coverage may also be purchased by the employee.

Accidental Death and Dismemberment (AD&D) insurance provides protection in cases of serious injury or death resulting from an accident. AD&D insurance coverage is provided as part of the basic life insurance plan.

#### **Part 6.04 Short-Term Disability**

STA provides a short-term disability benefits plan to help eligible employees cope with an illness or injury that results in a short-term absence from employment. There is a 7-day waiting period to be eligible for Short Term Disability due to sickness (a qualifying disability) and no waiting period for disability due to injury.

#### **Part 6.05 Retirement – 401(k) Plan**

STA has established a 401(k) Tax Deferred Annuity or Tax-Sheltered Annuity (TSA), Plan to provide employees the potential for future financial security for retirement.

With a TSA you are able to direct a percentage of your salary into an investment option. This provides you with the opportunity to tailor your retirement package to meet your individual needs.

Because your contribution to a TSA Plan is automatically deducted from your pay before federal tax withholdings are calculated, you save tax dollars now by having your current taxable amount reduced. While the amounts deducted generally will be taxed when they are finally distributed, favorable tax rules typically apply to TSA distributions.

Eligible employees may participate in the TSA Plan subject to all terms and conditions of the Plan. Complete details of the TSA Plan are described in the Summary Plan Description provided to eligible employees.

Benefited employees who are regularly scheduled to work at least 18.75 hours per week are eligible to participate in the TSA Plan through elective deferrals.

Benefited employees who elect to make pre-tax contributions are eligible for an employer matching contribution from STA of 1% up to 5% of their salary. Benefited employees are encouraged to enroll at the start of employment to begin receiving the employer matching contribution.

#### **Part 6.06 Workers' Compensation Insurance**

STA provides Workers' Compensation Insurance for all employees and volunteers to protect against injuries or accidents in connection with their employment as prescribed by State law. Workers' Compensation packets can be obtained in the Human Resources Office. All forms must be completed within seven days of an injury. If forms are not completed and submitted to Human Resources within seven days a penalty is charged by the insurance carrier. This charge is a department cost.

Employees must immediately report any injury incurred while on the job, regardless of how slight the injury may be, to their supervisor or other authority.

If a benefited employee is unable to work as a result of injury or accident, PTO may be used to supplement any payments that an employee is eligible to receive from Workers' Compensation benefits. Non-benefited employees must use leave without pay.

In the event an employee receives a check from Workers' Compensation while on leave, the employee has the option to buy back leave hours with the Workers' Compensation benefits.

### **Part 6.07 Benefits Continuation (TCC)/COBRA**

A change in employment classification that would result in loss of eligibility to participate in the health insurance plan may qualify an employee for benefits continuation under the Federal Employees Health Benefits Temporary Continuation of Coverage (TCC). Contact Human Resources for additional information.

The Federal Employees Health Benefits Temporary Continuation of Coverage (TCC) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under FEHB when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; also, a reduction in an employee's hours or a leave of absence, an employee's divorce, and a dependent child who no longer meets eligibility requirements are qualifying events.

Under TCC, an employee and/or covered dependents may be eligible to continue health coverage when employment with STA is terminated or when an employee is going on Leave Without Pay in excess of three days. This extension for up to eighteen months of employee coverage and thirty-six months for eligible dependents coverage is on a self-pay basis. Therefore, it is important for an employee to counsel with Human Resources during any termination process, which will enable a determination of eligibility.

Under TCC, the employee or covered dependent(s) pays the full cost of coverage for their chosen FEHB plan rate plus a 2% administration fee. STA provides each eligible employee with a written notice describing rights granted under TCC when the employee becomes eligible for TCC coverage. The notice contains important information about the employee's rights and obligations.

## **Part 7 Leave**

### **Part 7.01 Paid Time Off (PTO)**

#### **A. PTO Overview**

Benefit eligible employees can earn and use paid time off (PTO) as described in this policy. PTO can be used for vacation, illness or injury, and/or personal business. Eligible employees begin to accrue

PTO upon date of hire. PTO may be used only in accordance with this policy and with an employee’s immediate supervisor authorization in advance. STA encourages all employees to manage and schedule their PTO, so that they can take at least one (1) vacation period of not less than five (5) consecutive workdays per year.

**B. PTO Accrual and Use Information**

The PTO accrual rate for an employee is based on their length of employment, with the rates being adjusted on the anniversary of the employee’s most recent date of becoming benefit eligible, in most instances, the employee’s hire date. PTO accrues at the following rates:

Years of Service	Regularly scheduled hours per pay period		
	37.5 hours (1/2 time)	56.25 (3/4 Time)	75 (Full-time)
0 to 3 Years	4.25	6.375	8.5
4 to 8 Years	5	7.5	10
9+ Years	5.75	8.625	11.5
<b>Hour/Year Carryover Cap</b>	<b>320</b>	<b>320</b>	<b>320</b>

PTO accrues for regularly scheduled work and during periods of *paid* leave according to the number of hours an employee is regularly scheduled to work.

PTO leave taken by an exempt (salaried) employees shall be for absences of four hours or more used in minimum increments of four (4) hours. PTO leave taken by a non-exempt (hourly) employees shall be used in minimum increments of one-quarter hour (15 minutes).

For the purposes of PTO accrual, the official termination date is the last day an employee performs work; PTO accrual ceases as of that date. Unused PTO will be cashed out and included in the employee’s final paycheck. PTO that is in excess of the maximum carryover amount will also automatically be paid out one time per year as specified in Section C. PTO Cash Conversion.

Employees who separate employment in good standing, or left a benefited position, and return within twelve (12) months will have their rate for years of service reinstated.

The PTO accrual period will be based on the calendar year (i.e. January 1<sup>st</sup> through December 31<sup>st</sup>).

**C. PTO Cash Conversion**

Although STA encourages employees to have a balanced lifestyle and take time off away from work, STA also understands there may be circumstances that prevent an employee from being able to utilize their time off. STA offers PTO cash conversion to provide eligible employees more flexibility in utilizing their time off and not lose any of their accrued PTO hours.

The PTO cash conversion provides automatic cash out payment to eligible employees. To be eligible for PTO cash conversion employees must take a minimum of seventy-five (75) PTO hours during the calendar year and have accrued PTO hours that are above their maximum PTO accrual carryover cap.

Employees maximum accrual carryover cap is three hundred and twenty (320) PTO hours.

There shall be one (1) PTO cash out payment date each year. The payment will occur with the first payday of December. The automatic PTO cash out payment will be processed by Payroll and be included on the employee's paycheck as a separate line item. The cash out payment for each PTO hour above the maximum accrual rate at the employee's current hourly rate of pay (less applicable taxes). Employees will receive cash out only on the balance of their PTO banked hours that exceed their maximum accrual rate carryover cap.

### **Part 7.02 Parental Leave**

Parental leave is used for any absence associated with pregnancy, including miscarriage, stillbirth, delivery, and extended leave after childbirth, and adoption. Employees first use PTO then Leave Without Pay for parental leave. The duration of Leave Without Pay is in the discretion of the General Manager. Employees may also be eligible for STA's Short-term Disability Insurance for an absence associated with pregnancy. Employees should seek guidance from the Human Resources Department regarding these benefits.

### **Part 7.03 Military Leave**

Regular full-time employees utilizing Military Leave for temporary military training will be entitled to full pay for the duration of their military active duty up to maximum of two weeks per year. When military active duty exceeds two weeks, the employee will be granted Leave Without Pay. It will be permissible in such a case for employees to utilize accrued Personal Leave in lieu of Leave Without Pay.

Emergency military call-ups are subject to U.S. Selective Service Code or other applicable federal regulations for guaranteed reinstatement.

Employees will reimburse STA any amounts received from the Military during the two-week period of paid Military Leave from STA, exclusive of reimbursed expenses.

**Part 7.04 Jury and Witness Duty Leave**

It is the civic obligation of each employee to serve on a jury or appear as a witness in a court proceeding, if he or she is called. Paid leave will be granted for any time the employee is required to report for duty or witness duty on workdays. During jury or witness duty, the employee shall report to work if excused from appearing in court for two hours or more. Employees will reimburse STA an amount equal to the fees paid to the employee for serving as a juror or witness, exclusive of reimbursed expenses.

**Part 7.05 Administrative Leave**

Upon written request, Administrative Leave (with or without pay) may be granted by the General Manager when it is in the best interest of STA. Appropriate activities for which Administrative Leave may be granted, include but are not limited to, funerals and associated clan activities, employee disciplinary situations, subsistence gathering and harvesting, and classes or trainings.

**Part 7.06 Bereavement Leave**

Up to three (3) days of paid Bereavement Leave may be granted to full-time employees as authorized and approved by the General Manager. Bereavement Leave will not be charged as PTO. Qualifying reasons for Bereavement Leave include:

- 1) Death of an immediate family member, including the employee's spouse, parent (including step-parents), child (including step and legally adopted), sister, brother, mother-in-law, father-in-law, grandparent, or grandchild, aunts, uncles, nieces and nephews; and
- 2) Impending death, or a severe medical condition, of an immediate family member.

**Part 7.07 Leave Without Pay**

Leave Without Pay is a temporary unpaid status when absent from duty. Leave Without Pay may be granted, provided such leave can be scheduled without adversely affecting the operation of STA. Requests for Leave Without Pay must include justification. A request for extended Leave Without Pay must be submitted to the employee's direct supervisor, who will make a recommendation to the General Manager. The employee is responsible for making necessary arrangements to continue his or her participation in benefit plans during the period of Leave Without Pay.

### **Part 7.08 Educational Opportunities/Temporary Employment**

STA encourages employees to pursue educational opportunities and may provide financial assistance if funds are available. An employee may request Leave Without Pay for an extended period of time off work to pursue educational opportunities, sabbaticals, or temporary jobs with other organizations. This request must be made in writing and be approved by both the General Manager and the Tribal Council.

### **Part 7.09 Leave Under the Family Medical Leave Act**

The Family Medical Leave Act does not apply to STA. Employees of STA therefore are not eligible to request any leave under this Act. Employees interested in this type of leave should seek guidance from the Finance Department regarding benefits under STA's Short-term Disability Insurance.

## **Part 8 Grievances**

### **Part 8.01 Coverage**

#### **A. Employees**

The grievance procedures cover all full-time, part-time, seasonal, and temporary employees. The procedures do not cover independent contractors, contract consultant employees, or applicants for employment who are not already employees.

#### **B. Subject matter**

These procedures cover all work-related matters that involve the benefits of employment with STA and are within the control of STA. This includes, but is not limited to, failure to promote, denials of leave time, undesirable transfers, unsatisfactory performance evaluations, demotions, terminations, or problems concerning supervisory or managerial performance. Personnel actions or policies required by federal or state law or conditions of grant awards applicable to STA are not subject to employee grievance. Policies that can be changed only by the Tribal Council are not subject to employee grievance.

### **Part 8.02 Informal Resolution**

Employees shall attempt to try to resolve potential grievances as early as possible by direct, informal communication with their direct supervisor and will need to document their attempt to do this prior to filing a formal grievance unless the issues deal with life-endangering safety concerns or illegal activities.

### **Part 8.03 Procedures**

#### **A. Time limit for filing grievance**

A grievance must be filed within ten (10) working days after the action complained of. Continuing or repeated actions or policies may be grieved at any time. For good cause, the person to whom the grievance is submitted may accept a late filing. Good cause means, but is not limited to, an illness, family emergency, or travel that prohibits the employee from filing within ten (10) days. "Day" always means calendar day. Working days are to be counted as follows:

- 1) The first day is excluded and the last day is included; and
- 2) Holidays recognized by STA, Saturday, and Sunday are also excluded.

#### **B. Form**

No specific form is necessary, but a grievance must be in writing. The employee must state the problem clearly, including a description of the actions that triggered the grievance and the date on which the actions occurred. Employees must state what relief they want as clearly and specifically as possible.

#### **C. Jurisdiction**

##### **1. Grievance concerning the General Manager**

Grievances concerning the General Manager shall be submitted to the Chairperson of the Tribal Council. If the grievance is filed in a timely manner, the Chairperson of the Council will provide the other Council members and the General Manager with a copy of the grievance. The General Manager will then respond to the grievance in writing and deliver such response to the Chairperson of the Council and the grievant within ten (10) working days of the receipt of the original grievance. For good cause, the person to whom the grievance is submitted may accept a late response. Good cause means, but is not limited to, an illness, family emergency, or travel that prohibits the employee from filing within ten (10) working days.

The Chairperson of the Council will then consult with the Tribal Attorney to determine if there are grounds for the grievance, after a determination there are grounds, the Chairman must deliver the grievance and any response and reply to the Grievance Committee.

The Grievance Committee shall serve on an ad hoc basis and consist of three members of the Tribal Council appointed by the Chairperson.

The Grievance Committee shall have the responsibilities outlined in Section D of this part to conduct fact-finding. The Grievance Committee shall make a decision based on its findings of fact and then

deliver a written summary of the Committee's findings of fact and decision to the Chairperson of the Council within ten (10) working days of receipt of the grievance.

The Council shall then consider the findings of fact and the decision of the Committee as an advisory opinion. The Council, therefore, is not obligated to adopt the Committee's findings of fact or decision. At its discretion and before making a final decision, the Council may direct the Committee to conduct further fact-finding and then report to Council. The Council shall issue a final decision within ten (10) working days of receipt of the Committee's findings of fact and decision, unless the Council in its discretion determines that additional fact-finding is necessary. If additional fact-finding is requested, the Committee will have three (3) working days from the receipt of the request to complete the fact-finding. The Council will then issue a final decision within ten (10) working days of receipt of the Committee's additional findings. The Council retains the final decision-making authority over the grievance and there is no further right of appeal.

**2. All other grievances, including grievances concerning a direct supervisor**

Before filing a formal Grievance, an employee must make a documented and earnest effort to solve the problem informally, including initiating direct and clear communication with his/her supervisor.

If informal resolution is not effective, grievances must be submitted to the employee's direct supervisor with a copy to the General Manager. This process applies even if the grievance is against their supervisor. If the grievance is filed in a timely manner, the direct supervisor will provide a written decision within ten (10) working days of the receipt of the grievance.

Within ten (10) working days of receipt of the direct supervisor's written decision, the grievant may file a written appeal of the decision to the General Manager. If the appeal is filed in a timely manner or the General Manager determines that there is good cause to accept a late filing, the General Manager will then provide a copy of the written appeal to the direct supervisor. The General Manager will then issue a final decision on the appeal in writing within ten (10) working days.

Except for grievances concerning the General Manager, the decision of the General Manager is final. There is no further right to appeal.

**D. Fact finding**

The person or committee hearing the grievance shall make reasonable efforts to investigate the allegations made in a grievance and to allow the grievant a reasonable opportunity to present evidence or argument. This need not require a hearing or other oral presentation. When requested, witnesses shall appear before the committee.

E. Grievances concerning termination

When an employee files a grievance concerning a termination decision, that employee's position shall not be permanently re-filled until the employee's grievance and any appeals are completely resolved.

**Part 8.04 Freedom from Reprisal or Interference**

All employees are free to use these grievance procedures without fear of restraint, interference, coercion, discrimination, or reprisal. No employee will take any action against any other employee because of a grievance filed under these policies. In addition, no employee will threaten reprisal against another because of such a grievance.