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# Karuk Tribe



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## KARUK TRIBE

### Personnel Policy Manual

**As Approved:**

**July 26, 2001**

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## Mission Statements

### **Mission of the Karuk Tribe:**

The mission of the Karuk Tribe is *to promote the general welfare of all Karuk People, to establish equality and justice for our Tribe, to restore and preserve Tribal traditions, customs, language and ancestral rights, and to secure to ourselves and our descendants the power to exercise the inherent rights of self-governance.*

### **Mission of the Karuk Tribal Health Program:**

The mission of the Karuk Tribal Health Program is *to provide quality healthcare for Native Americans, and to provide quality healthcare to other people living in the communities we serve as resources allow. Our purpose is to appropriately assess or reassess conditions of illness, disease, or pain, provide culturally appropriate educational, preventative, and therapeutic services in an environment of continuous quality improvement.*

### **Mission of the Karuk Tribe Housing Authority:**

The Karuk Tribe Housing Authority (KTHA) will *acquire and maintain assets. KTHA will strive to alleviate the acute shortage of decent, safe, and sanitary dwellings for Native American persons of low and moderate income. KTHA will promote and sustain the culture, education, language, health, welfare, self-sufficiency, and economic independence of its residents. Affordable housing services shall include rental, home ownership, and model programs.*

### **Mission of the Karuk Community Development Corporation**

The mission of the Karuk Community Development Corporation is *to develop among Tribal members of the Karuk Tribe the managerial and technical capabilities to assume leadership roles in building diversified, sustainable economies by creating new business ownership and employment opportunities within the ancestral territory of the Karuk people.*

# Constitution of the Karuk Tribe

## PREAMBLE

We the Karuk Tribe being a sovereign indigenous people, in order to form a representative tribal government, to promote the general welfare of all Karuk people, to establish equality and justice for our Tribe, to preserve and restore our common bonds, tribal traditions and ancestral rights, and to secure for ourselves and our descendants the power to exercise the inherent rights of self-government, do hereby establish and adopt this Constitution.

## ARTICLE I – ABORIGINAL TERRITORY, TRIBAL LANDS AND COUNCIL DISTRICTS

**Section 1. Aboriginal Territory.** The Aboriginal Territory of the Karuk Tribe is depicted in the map of the Karuk Aboriginal Territory on file in the Karuk Tribal Offices as described in Resolution 85-R-13, and includes all submerged lands, and the beds, banks, and waters of all the waterways within the territory and the Tribe's usual and customary ceremonial, hunting, fishing, and gathering sites.

**Section 2. Tribal Lands.** Karuk Tribal Lands consist of its Aboriginal Territory, service areas, and all lands subsequently and hereafter acquired by and for the Tribe, whether within or outside of the Tribe's Aboriginal Territory.

**Section 3. Council Districts.** In order to have a representative government, representatives shall be elected from geographic districts within the Tribe's territory, as more fully set forth in the Tribe's Election Ordinance and the Karuk Voting District Map. These Council districts are as follows:

1. The Orleans (Panámniik) District, which shall draw its membership from the towns and surrounding areas of Orleans, Weitchpec/Hoopa, Somes Bar, Forks of Salmon/Sawyers Bar, Weaverville, Crescent City, Klamath, McKinleyville, Arcata, Eureka, Fortuna, and Rio Dell.
2. The Happy Camp (Athithúfvuunupma) District, which shall draw its membership from the towns and surrounding areas of Happy Camp, Seiad Valley, Klamath River, Scott Bar, O'Brien, Cave Junction, and Grants Pass.
3. The Yreka (Kahtishraam) District, which shall draw its membership from the towns and surrounding areas of Yreka, Montague, Fort Jones, Etna, Hornbrook, Ashland, Talent, Phoenix, Medford, and Central Point.

## ARTICLE II – JURISDICTION

The laws of the Karuk Tribe shall extend to:

1. All Tribal members;
2. All persons who are eligible to be enrolled as Tribal members or descendent Tribal members with the Tribe, for the purposes of certain Tribal programs and Indian Child Welfare matters, wherever located;
3. All persons throughout and within Karuk Tribal Lands who consent to the Tribe's jurisdiction;
4. All activities throughout and within Karuk Tribal Lands, or outside of Karuk Tribal Lands if the activities have caused an adverse impact to the political integrity, economic security, resources or health and welfare of the Tribe and its members; and
5. All lands, waters, natural resources, cultural resources, air space, minerals, fish, forests and other flora, wildlife, and other resources, and any interest therein, now or in the future, throughout and within the Tribe's territory.

### **ARTICLE III – MEMBERSHIP**

**Section 1.** The membership of the Karuk Tribe shall consist of the following persons who are not enrolled as a member of any other Tribe:

- (a) Any person of one-eighth (1/8) degree or more of Karuk Indian blood whose name appears on the roll prepared pursuant to the Act of May 18, 1928, as amended by the Act of May 24, 1958, and the Act of September 21, 1968, for the distribution of judgment funds to Indians of California.
- (b) Any person of one-eighth (1/8) degree or more Karuk Indian blood who meets the membership criteria set forth in the Karuk Tribe's Enrollment Ordinance.

**Section 2.** Nothing in this Article shall prevent a person who has inherited an allotment or land use assignment on another Indian reservation and who is otherwise eligible for enrollment under this Article from being enrolled as a member of the Karuk Tribe.

**Section 3.** The Tribal Council shall maintain a Tribal membership roll, along with an enrollment ordinance governing Karuk Tribal enrollment criteria, including membership and descendency criteria, future membership, and loss of membership.

### **ARTICLE IV – RIGHTS OF MEMBERS**

Subject to the limitations imposed by this Constitution and by other duly enacted Tribal laws and policies, all members of the Karuk Tribe shall enjoy equal political rights and opportunities to participate in the tribal government, its economic resources, assets and all the rights that are conferred upon a Karuk citizen. No member shall be denied the right to petition the Tribal Council as the exclusive and final forum for redress of grievances against the Tribal government. Nothing in this Constitution is intended as, or shall be construed as, a waiver of the Tribe's sovereign immunity from unconsented suit. No member shall be denied freedom of speech, religion or the right to peaceful assembly, or otherwise be deprived of life, liberty or property without due process, which is notice and an opportunity to be heard.

### **ARTICLE V – TRIBAL COUNCIL**

The governing body of the Karuk Tribe shall be the Tribal Council, which shall consist of nine (9) members elected at large from the Tribe: six (6) Council Members, consisting of two (2) representatives elected from each of the three (3) Council Districts, and three (3) officers (the Chairperson, Vice-Chairperson and Secretary/Treasurer), elected from anywhere within 100 road miles of the Tribe's Aboriginal Territory. All terms of office shall be for four (4) years.

### **ARTICLE VI – DELEGATION OF AUTHORITY TO THE TRIBAL COUNCIL**

The members of the Karuk Tribe hereby delegate to the Tribal Council the authority and responsibility to exercise by resolution or enactment of Tribal laws all the inherent sovereign powers vested in the Tribe as a Sovereign Aboriginal People. The Tribal Council shall exercise the following powers, subject to any limitations imposed by applicable law, and any express restrictions upon such powers contained in this Constitution.

1. To negotiate and contract with federal, state, Tribal and local governments, private agencies and consultants.
2. To purchase, lease or otherwise acquire land, and to receive gifts for the benefit of the Tribe.
3. To prevent the sale, disposition, lease, or encumbrance of Tribal lands, interest in lands, or other Tribal assets without the consent of the Tribe.

4. To establish and manage Tribal enterprises and the economic affairs of the Karuk Tribe, including but not limited to: establishing boards, commissions and other tribally chartered entities to regulate housing, employment, gaming and other economic enterprises; approval of planning, programming, and development projects of all Tribal lands and assets; and other necessary financial and business activities.
5. To establish and oversee Tribal committees which have authority delegated by the Tribal Council for specific Tribal functions.
6. To license and regulate, including assessing applicable taxes and fees, the conduct of all business activities within Tribal jurisdiction.
7. To manage, develop, protect and regulate the use of Tribal land, wildlife, fish, plants, air, water, minerals, and all other natural and cultural resources within Tribal jurisdiction.
8. To provide for the preservation and unity of Karuk families, and the protection of Karuk Tribal children, while maintaining each child's cultural identity and relationship to the Tribe.
9. To enact laws and codes governing conduct of individuals and prescribe disciplinary action for offenses against the Tribe; to maintain order; to protect the safety and welfare of all persons within Tribal jurisdiction; and to provide for the enforcement of the laws and codes of the Tribe.
10. To establish Tribal courts and administrative bodies, and to provide for the courts' jurisdiction, procedures, separation of the judicial branch of government, and a method for selecting judges.
11. To take all actions that are necessary and proper for the exercise of the powers delegated to the Tribal Council or to any person or committee under the supervision of the Tribal Council.

## **ARTICLE VII – ELECTIONS AND NOMINATIONS**

**Section 1.** All members of the Tribe who are eighteen years of age and older who meet the eligibility criteria and have registered to vote with the Tribe pursuant to the provisions set forth in the Tribe's Election Ordinance, shall have the right to vote.

**Section 2.** All eligible voters must register to vote pursuant to the Tribe's Election Ordinance in order to vote. All registered voters are eligible to vote for all Council Member positions. Of the six (6) at large Council Member positions, two (2) shall be elected by candidates running from each of the three (3) Council Districts, described in Article I, Section 3 of this Constitution. Any eligible Tribal member may run for any of the three (3) Officer positions provided that he or she resides within 100 road miles of the Tribe's Aboriginal Territory and otherwise meets the Tribe's candidate eligibility criteria. Should there be no eligible candidate running in any given District for any given election where a District seat is open, another candidate from outside that District may be elected to fill the vacancies, pursuant to the Election Ordinance.

**Section 3.** Any member of the Tribe who has, at least sixty days before the election, presented to the Election Committee a petition signed by at least twenty enrolled members of the Tribe who are eighteen years of age or older, and who has maintained a legal residence for a period of six consecutive months before the election within 100 road miles of the Tribe's Aboriginal Territory shall be declared by the Council to be nominated and to be a candidate for the office indicated in such petition. It shall be the duty of the Election Committee to post the names of all qualified candidates in a public place at least ten days prior to the election.

**Section 4.** Candidates for Tribal Council must pass a criminal background check. Potential candidates who have been convicted of a felony involving murder, manslaughter, rape, assault with intent to kill, burglary, child or elder abuse, assault resulting in serious bodily injury, theft, fraud or embezzlement, during his or her term of office or within ten (10) years prior to the election, shall be ineligible to run for office or serve on the Tribal Council. However, persons who have completed their sentence for such conviction at least ten (10) years before

the date of the election in which they intend to run for office may file as candidates. Potential candidates who have been removed from Tribal Council office for gross misconduct, terminated from employment with the Tribe for theft, fraud or embezzlement, or who have been convicted of a crime requiring registration as a sex offender, shall be ineligible to run for office or serve on the Tribal Council.

**Section 5.** Annual elections shall be held on the first Tuesday in November. All tribal elections shall be by secret ballot. Elected Tribal Council Members and officers shall be sworn in and take office at the next Tribal Council meeting following certification of the election results, no later than thirty (30) days after the election.

**Section 6.** The Tribal Council shall amend its Election Ordinance within 60 days following ratification of this Constitution to incorporate the changes to this Constitution and to provide further guidelines on procedures governing elections.

### **ARTICLE VIII – DUTIES OF OFFICERS**

**Section 1.** Duties of Tribal Council Officers. Newly elected officers shall assume their respective offices and duties following their swearing-in. Council Members appointed to serve on a committee or board shall keep the Council informed of their activities.

**Section 2. Chairperson.** The Chairperson shall preside at all meetings of the Tribal Council. The Chairperson shall assume general supervision of all officers and employees and committees of the Tribal Council as directed by the Council.

The Chairperson shall sign all official resolutions and other formal Tribal enactments and documents on behalf of the Tribe, as required.

**Section 3. Vice-Chairperson.** In the absence of the Chairperson, the Vice-Chairperson shall act as Chairperson and when so presiding shall have all rights, privileges and responsibilities of the Chairperson.

The Vice- Chairperson shall perform such other duties as the Tribal Council may direct.

**Section 4. Secretary/Treasurer.** The Secretary/Treasurer shall act as Chairperson pro-tempore in the absence or incapacity of the Chairperson and Vice- Chairperson for the meeting at which the Chairperson and Vice-Chairperson are absent.

At the direction of the Tribal Council, the Secretary/Treasurer shall be responsible for assuring that all Council correspondence is properly written and mailed, all public notices are issued, the minutes of the Tribal Council meetings are properly recorded, published and distributed, and that all petitions, ordinances, applications and other papers are received and prepared for the Council's action. The Secretary/Treasurer shall affix his or her signature to official documents as required and shall certify the enactment of resolutions and ordinances. The Secretary/Treasurer shall maintain a roster of Council Members and serve as the Registrar for registered voters.

At the direction of the Tribal Council, the Secretary/Treasurer shall be responsible for safeguarding tribal assets, which includes ensuring adequate internal controls are in place, communicating with Fiscal staff to ensure that audits are completed annually, corrective action is taken on any audit findings, fiscal and personnel policies are maintained and kept current and financial reports are presented as needed and performing such other duties as may be assigned by the Tribal Council.

**Section 5.** In the absence of an Officer, Council business may be conducted when a quorum is present, provided that a reasonable attempt has been made to notify all Council Members of the meeting time and the business to be conducted. The Council Member who has served the longest (has seniority) on the Council shall preside over such meetings.

**Section 6.** The Tribal Council shall maintain and adhere to a Code of Conduct governing internal protocols relevant to service on the Tribal Council.

#### **ARTICLE IX – VACANCIES AND REMOVAL FROM OFFICE**

**Section 1.** If a member of the Tribal Council dies, resigns, fails to maintain residency within 100 road miles of the Tribe’s Aboriginal Territory, or is convicted of a felony involving murder, manslaughter, rape, assault with intent to kill, burglary, child or elder abuse, assault resulting in serious bodily injury, theft, fraud or embezzlement, or is convicted of a crime requiring registration as a sex offender, the Council shall declare the position vacant and fill the unexpired term pursuant to the Tribe’s Election Ordinance.

**Section 2.** If it is discovered that a member elected to the Tribal Council was convicted of one of the crimes set forth in Section 1 that was not discovered during the candidate screening process, the Council shall declare the position vacant and fill the unexpired term pursuant to the Tribe’s Election Ordinance.

**Section 3.** The Council may by an affirmative vote of two-thirds (at least six Council Members) expel, or suspend pending investigation, any member for neglect of duty or gross misconduct, provided that the accused member shall be given full and fair opportunity to reply to any and all charges at a designated Council meeting, and provided further, that the accused member shall have been given a written notice of the charges against him or her at least five days before the meeting at which he or she is to appear. The Tribal Council shall enact and maintain fair hearing procedures to ensure that the accused has a full and fair opportunity to respond, including bringing witnesses and evidence on his or her behalf.

**Section 4.** Upon a petition of at least two thirds (2/3) of the registered voters of the Tribe, it shall be the duty of the Tribal Council to call a special election for the recall of any member or members of the Council named in such petition. In the event that a majority of those voting in such election approve a Council Member’s recall from office, the office shall be declared vacant and the Tribal Council shall direct the Election Committee to hold a special election to fill said office, pursuant to the provisions of the Tribe’s Election Ordinance.

#### **ARTICLE X – REFERENDUM**

**Section 1.** Upon a petition of at least one-third (1/3) of the eligible voters of the Tribe or upon the request of a majority of the members of the Tribal Council any enacted or proposed ordinance or resolution shall be submitted to popular referendum and the vote of a majority of the qualified voters in such referendums shall be conclusive and binding on the Council, provided that at least 30 percent (30%) of the eligible voters shall vote in such election.

#### **ARTICLE XI – PRIOR ENACTMENTS**

Upon approval of this Constitution, all prior actions of the Tribal Council are hereby ratified and confirmed as a valid exercise of the Tribe’s inherent Sovereign powers.

#### **ARTICLE XII – AMENDMENTS**

This Constitution may only be amended if proposed amendments are approved by a vote of the Tribal membership. Amendments to this Constitution may be proposed by submitting either of the following documents to the Tribal Election Committee along with the proposed amendments:

1. A resolution in which a quorum of the Tribal Council Members have voted in favor of the proposed Constitutional Amendment; or
2. A petition signed by at least one third (1/3) of the Tribe’s eligible voters.

Upon receipt of either of these two documents, the Election Committee shall call and conduct a special election pursuant to the provisions set forth in the Election Ordinance. The specific language proposed as an amendment to the Constitution, along with language changes of any other parts of the Constitution that will be affected by the proposed modification and a brief explanation of the reason for the proposed changes, shall appear on the



ballot materials sent to all eligible voters.

The amendment(s) shall take effect if adopted by the majority of those voting in the election held for that purpose, provided that at least fifty percent (50%) of the registered voters voted in the election.

**CERTIFICATION**

I, the undersigned, as Chairperson of the Tribal Council of the Karuk Tribe, (formerly known as the “Karuk Tribe”) do hereby certify that the Karuk Tribal Council is composed of nine (9) members of which eight (8) were present constituting a quorum at a meeting duly noticed and convened on the 30<sup>th</sup> day of July, 2008, to certify the election results; and that the Karuk Tribe held an election on the **19<sup>th</sup> day of July, 2008**; and that the Constitutional Amendments reflected in the foregoing document (Ballot Questions 1b, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16) were all adopted by a majority vote of those voting in the election.

Dated on this 30<sup>th</sup> day of July, 2008

/s/Arch Super  
Arch Super, Chairperson  
Karuk Tribal Council

Attest: /s/Florrine Super  
Florrine Super, Secretary  
Karuk Tribal Council

## **Introduction**

Ayukii!

This Personnel Policy Manual contains information about the employment policies and practices of the Karuk Tribe in effect at the time of the most recent approval. Except for employment at-will status and the arbitration agreement, the Karuk Tribe reserves the right to change, in its sole discretion, all such policies and practices and the hours, wages, working conditions, job assignments, positions, titles, compensation rates and benefits for any employee. Other than the Tribal Council of the Karuk Tribe, no manager, supervisor or representative of the Tribe has any authority to enter into an agreement for employment for any specified period of time or to make any agreement for employment other than at-will. Only the Tribal Council of the Karuk Tribe has the authority to make any such agreement and then only in writing.

The policies set forth in the Personnel Policy Manual replace any and all previous policy statements, whether written or oral, which differ from or are inconsistent with the policies expressed in this Manual. No such prior policies or procedures shall have any force or effect after the effective date of this Manual.

Nothing in this Personnel Policy Manual creates, or is intended to create, a promise or representation of continued employment for any employee. Employment at the Karuk Tribe is employment at-will. Employment at-will may be terminated at the will of either the employer or the employee. Employment and compensation may be terminated with or without cause and with or without notice at any time by you or the Karuk Tribe.

Moreover, nothing in this Personnel Policy Manual is intended in any way to waive the Karuk Tribe's sovereign immunity nor is the manual intended in any way to manifest any consent to such jurisdiction whatsoever. Native American tribes are sovereign governments. Sovereignty allows the Karuk Tribe to exercise their right to define the rules and apply those rules to people, places, and things. It is the express policy and practice of the Karuk Tribe to protect and maintain that sovereignty as well as immunity from state or federal jurisdictions. These statuses and associated rights form the basis of the principles behind the policies set forth in this manual and are intended to protect the inherent rights of the Karuk Tribe. This manual does not allow any actions, claims or awards to be brought or enforced against the members of the Karuk Tribal Council, tribal Staff or any entity of the Karuk Tribe.

This Manual is designed to familiarize you with our major policies. If you have any questions about any of the listed policies, or about the terms, conditions and/or benefits of your employment with the Tribe, or about the content of this manual, you may ask your Supervisor (or designee) for clarification.

Yootva!

## **Right to Revise**

The Karuk Tribe reserves the right to revise, modify, delete or add to any and all policies, procedures, work rules or benefits stated in this Manual or any other document, except for the policy of at-will employment. However, any such changes will be in writing, approved by the Tribal Council and must be signed by the Tribal Chairperson. Any written changes to this Manual will be distributed to all employees so that employees will be aware of the new policies or procedures. No statements or representations can in any way change or alter the provisions of the Manual. Nothing in this Employee Manual, or any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee.

## Personnel Policy Manual

### SECTION 1 General Policy Statement

#### **1.1.0 Origin and Delegation of Authority**

The origin of authority on personnel matters is the Tribal Council. Program Directors are delegated the responsibility to advise the Council of necessary revisions to the Personnel Policies and to interpret these Personnel Policies as required. Program Directors are delegated authority to implement these policies.

### SECTION 2 Position Classifications, Categories and Specifications

The accrual of benefits is determined by the classification of the employee and not the hours worked in a particular week.

#### **2.1.0 Position Classifications**

Employment at the Karuk Tribe is employment at-will. Employment at-will means that an employee may resign at any time with or without advance notice to the Tribe or with or without “cause.” Likewise, the Tribe may terminate any employee at any time with or without advance notice and with or without “cause.” Except for Tribal Council, no manager, supervisor or representative of the Karuk Tribe has any authority to enter into any agreement for employment for any specific period of time or to make any agreement contrary to employment at-will. Only Tribal Executive Council has the authority to make any agreement contrary to employment at-will and then only in writing.

Employees at the Karuk Tribe are classified by the Tribe as exempt or nonexempt and full-time, part-time, temporary, or seasonal.

**Exempt Employees.** Exempt employees are regular employees whose job assignments meet the federal requirements for overtime exemption as specified in Section 13(a)(1) of the Fair Labor Standards Act. Exempt employees are compensated on a salary basis and are not eligible for overtime pay. Your supervisor will inform you if your status is exempt. Exempt employees may have job assignments that require full or part-time work. Following the completion of the initiation period, full-time exempt employees are eligible for all employee benefits described in this Manual. Following the completion of the initiation period, part-time exempt employees are eligible for some, but not all, employee benefits described in this Manual.

**Nonexempt Employees.** Nonexempt employees are regular employees subject to federal overtime regulations, and will be compensated for overtime hours worked in accordance with the law as specified in Section 13(a)(1) of the Fair Labor Standards Act. Nonexempt employees must comply with the Tribe’s policies regarding overtime work.

**Full-Time Nonexempt Employees.** Full-time nonexempt employees are regular employees who are normally scheduled to work and who do work a schedule of 40 hours per week. Following the completion of the initiation period, full-time nonexempt employees are eligible for all employee benefits described in this Manual.

**Part-Time Nonexempt Employees.** Part-time nonexempt employees are regular employees who are scheduled to and do work less than 40 hours per week. Part-time nonexempt employees may be assigned a work schedule in advance or may work on an as-needed basis. Part-time nonexempt employees are eligible for employee benefits based on the number of hours they are assigned to work each week. This is based on their Notice of Appointment at time of hire or later Personnel Action Notice; it will not vary each week.

**Part Time Under 20 Hours Per Week.** Employees working less than 20 hours per week will not be eligible for any employee benefits, with the exception of Retirement benefits according to the plan document requirements.

**Part Time 20 or More Hours Per Week.** Employees working 20 or more hours per week will be eligible for Retirement benefits according to the plan document requirements. These employees will be entitled to annual and sick leave benefits on a pro-rated basis according to the number of hours they are scheduled to and do work.

**Part Time 30 or More Hours Per Week.** Employees working 30 or more hours per week will be eligible for Group Insurance and Retirement benefits according to the plan document requirements. These employees will be entitled to annual and sick leave benefits on a pro-rated basis according to the number of hours they are scheduled to and do work.

**Annual Leave Accruals for Part Time Employees**

<b>Part Time Classification</b>	<b>% of Leave Accruals</b>	<b>Hours/Year (1-3 yrs of service)</b>	<b>Hours/Year (4-5 yrs of service)</b>	<b>Hours/Year (6+ yrs of service)</b>
40	100	80	120	160
30 to 39	80	64	96	128
21 to 29	60	48	72	96
20	50	40	60	80

**Sick Leave Accruals for Part Time Employees**

<b>Part Time Classification</b>	<b>% of Leave Accruals</b>	<b>Hours Earned Per Year</b>
40	100	96
30 to 39	80	76.80
21 to 29	60	57.60
20	50	48

**Temporary Employees.** Temporary employees are employees who are employed by the Tribe for short-term assignments. Short-term assignments will generally be periods of three months or less. Temporary employees are not eligible for employee benefits and may be classified as exempt or nonexempt on the basis of job duties and compensation.

**Seasonal Employees.** Seasonal employees are employees who are employed by the Tribe for short-term assignments in excess of three months. Their work will generally coincide with field seasons for various projects. Seasonal employees are not eligible for employee benefits and may be classified as exempt or nonexempt on the basis of job duties and compensation. Seasonal employees shall accrue annual and sick leave in accordance with policy guidelines and shall be compensated for holidays which fall on a scheduled work day during their season. Seasonal employees are not eligible for health insurance benefits in accordance with plan guidelines. Seasonal employees will be laid off during the off-season and re-hired when projects commence each year. They shall be subject to pre-employment urine drug screening if they have been laid off for more than thirty (30) days. Fire crew personnel are not classified as seasonal employees.

Individuals working through an employment agency (leased employees, etc.) and those working as independent contractors are not considered “regular” employees of the Tribe and are not entitled to any employment benefits provided by the Tribe except as specifically provided in this Manual. If you have any questions about your classification, you should check with your supervisor.

**2.2.0 Initiation Period**

The first 180 days of continuous employment at the Tribe during which you learn your responsibilities and get acquainted with your fellow employees is considered an initiation period. During this time you will have a

chance to decide whether you are and will be happy with your job, and your supervisor will have the opportunity to determine whether you are adapting to your new work. Within 30 days of completion of your initiation period, you will be given a written performance review addressing your strengths and weaknesses.

If the Karuk Tribe decides you should continue to be employed, you will be advised of any improvements expected from you. You will be given the opportunity to express any recommendations that you have to improve the efficiency of the Tribe. Completion of the initiation period does not entitle you to remain employed by the Karuk Tribe. Both you and the Karuk Tribe are free, at any time, with or without advance notice, and with or without “cause”, to end the employment relationship and your compensation. During the initiation period you are not entitled to use any accrued employee benefits including but not limited to sick, vacation or compensatory time. However, you may access the Tribe’s open-door policy during the initiation period in order to raise any issues, concerns or suggestions you may have regarding your employment relationship with the Tribe.

## **SECTION 3 General Considerations**

### **3.1.0 General Considerations**

It is the policy of the Karuk Tribe to make employment-related decisions, including but not limited to hiring, firing, appointment, promotion, demotion, disciplinary action, or wage modification consistent with federal discrimination laws only to the extent such laws are applicable to the Tribe. It is also the policy of the Tribe to give preferential treatment to qualified Indians to the full extent provided for and permitted by applicable federal law to meet the needs and objectives of the Karuk Tribe as determined by the Tribal Council.

### **3.2.0 Nepotism**

Individuals may not apply for positions in which their supervisor would be an immediate family member.

### **3.3.0 Immediate Family**

For the purposes of this Personnel Policy Manual immediate family is defined as the following: Spouse, Co-Habitant, Significant Other, Parents, Siblings, Children, Grandparents, Grandchildren, Father-in-Law, Mother-in-Law, Son-in-Law, Daughter-in-Law, Step-Parents and Step-Children.

### **3.4.0 Employment of Council Members**

Tribal Council Members are not eligible for employment within the Tribal organization, including any of its subsidiary corporations as it may pose a conflict of interest to have an employee on the Tribal Council. Employees of the Tribe may run for the Tribal Council, but if elected, must resign their position in accordance with Resolution 92-R-28, approved May 11, 1992. This exclusion does not apply to paid positions on the Tribal Council, which are currently Chairperson and Vice-Chairperson, as they are employees of the Tribe.

## **SECTION 4 Payroll**

### **4.1.0 Pay Periods**

Pay periods for employees shall be biweekly. Pay checks will be issued no later than 5:00 PM the Friday following the close of the pay period. Variations to the foregoing shall be approved by the Tribal Council.

- 4.1.1 Employees, upon departure for leave, may submit a written request for approval to their Director/Supervisor, and with approval receive their paychecks in the event a pay period ends during their absence.
- 4.1.2 Upon departure from employment, employees shall receive their final paychecks within 72 hours, which paychecks shall liquidate all outstanding advances or other financial obligations to the Karuk Tribe.

- 4.1.3 When an individual separates by involuntary termination, the final paycheck must be prepared within 24 hours.

#### **4.2.0 Workday/Workweek**

The standard full-time workday is eight hours, and the standard full-time workweek is forty hours, beginning on Sunday at 12:01 AM and ending on Saturday at 12:00 midnight.

- 4.2.1 Standard office hours are 8 AM to 5 PM, Monday through Friday, with lunch from 12 PM to 1 PM, closed for designated holidays. Variances from this schedule will exist.
- 4.2.2 All employees are allowed two fifteen minute paid breaks each day, one in the morning and one in the afternoon. Breaks are to be taken at times mutually beneficial to the employee and the department in which they work. Breaks may not be accumulated or combined with lunch breaks.
- 4.2.3 The standard lunch period is 12 PM to 1 PM. All non-exempt (hourly) employees are required to take *at least a* 30 minute unpaid lunch break each workday.
- 4.2.4 Individual staff variations may be allowed with prior, written approval of your Supervisor to accommodate personal or departmental needs (ex; working four ten hour days instead of five eight hour days). Department-wide variations will require Council review and approval.

#### **4.3.0 Timekeeping**

All employees are to be classified as either Exempt (Salaried) or Non-Exempt (Hourly) based on job duties and pay rate in accordance with Section 13(a)(1) of the Fair Labor Standards Act. Classification as an Exempt employee is not required; Supervisors may choose to classify staff as Non-Exempt, in such instances overtime worked, with prior approval, must be paid for hours worked in excess of 40 per week for all Non-Exempt employees.

Timekeeping procedures for Non Exempt (Hourly) staff shall be as follows:

- 4.3.1 All Non Exempt staff shall complete and submit a timesheet each pay period. The timesheet shall be signed by both the employee and Supervisor prior to submission for processing. The timesheet shall include all days for the pay period. Hours shall be documented as they are worked. For example, if an employee misses hours on Monday, and then works additional hours on Tuesday to make up for them, the timesheet shall reflect the hours as they were actually worked.
- 4.3.2 Leave slips shall be submitted to the Supervisor for approval for all hours not worked. This includes sick, annual, bereavement, and leave without pay. Approved leave slips shall be submitted along with the timesheet for the pay period in which the hours occur.
- 4.3.3 Non exempt staff are required to obtain prior approval from their Supervisor for overtime hours to be worked. Failure to request prior approval will result in disciplinary action. All hours worked in excess of forty per week will be compensated at one and a half times the regular rate. Holidays, annual leave, sick leave, and administrative leave are not hours worked.
- 4.3.4 Comp/Flex time is not allowable, all variables in non exempt staff schedules shall occur within the Sunday through Saturday work week.
- 4.3.5 Non exempt staff who travel or attend training on non-work days (weekends/holidays) will be compensated their regular hourly rate for actual time spent traveling or in training up to a maximum of eight (8) hours per day.

- 4.3.6 Non exempt staff who serve on Tribal Committees shall take annual leave for any meetings (including committee related travel/training) that require their attendance during their regularly scheduled workday. With their Supervisor's prior approval, a flexible schedule may be allowed during the same workweek in lieu of taking annual leave.

Timekeeping procedures for Exempt (Salaried) staff shall be as follows:

- 4.3.7 Exempt staff are required to work the hours necessary to accomplish their job duties. That will often mean working hours in excess of forty in a week. Exempt staff will not be compensated for hours worked beyond forty in a week under any circumstances.
- 4.3.8 Exempt staff are required to report to their office location for at least a portion of the day in order to be compensated. An exempt employee may work from an alternate office location on occasion due to meetings, project work, or unforeseen weather events. Exempt employees shall not be docked for partial day absences if they have reported to work or are in travel status. Exceptions beyond these shall only be granted with prior approval from the Tribal Council.
- 4.3.9 Exempt staff are not required to submit timesheets each pay period; they are required to submit leave slips for full day absences for sick and annual leave regardless of the number of hours worked in that week. Prior approval for annual leave from the Supervisor is required.
- 4.3.10 Exempt staff who are required to travel on a non-work day (weekends/holidays) shall be allowed to take an alternate day off in exchange for that time within the same pay period.
- 4.3.11 Exempt staff who serve on Tribal Committees shall not be paid a stipend for meetings (including committee related travel/training) that take place during their regularly scheduled workday unless they are taking annual leave during that time. With their Supervisor's prior approval, a flexible schedule may be allowed during the same workweek in lieu of taking annual leave. Exempt staff are eligible to receive stipends for meetings that take place outside of their regularly scheduled workday.

#### **4.4.0 Payroll Deductions**

Only the deductions required by law or authorized by the employee are to be made from payroll checks of employees. Such deductions are, but not limited to the following:

- 4.4.1 Federal Income (Withholding) Tax
- 4.4.2 State Income (Withholding) Tax
- 4.4.3 Federal Insurance Contributions Act (FICA) - if applicable.
- 4.4.4 State Disability Insurance
- 4.4.5 Group Insurance Premium(s)
- 4.4.6 Wage Garnishments of (two or more garnishments by the Karuk Tribe in a year may result in a disciplinary action).
- 4.4.7 Other deductions must be specifically approved in writing by the Tribal Council.

#### **4.5.0 Payroll Advances**

Payroll advances must be approved by the Chairperson, and/or the Supervisor. The employee must have sufficient funds earned to cover the full amount of the advance.

#### **4.6.0 Employee Expenses**

Employees incurring authorized expenses shall be reimbursed pursuant to policies set forth in the Travel and Vehicle Use Policy Manual. Such reimbursable employee expenses may include, but are not limited to:

- 4.6.1 Authorized travel expenses, as so stated in the Travel and Vehicle Use Policy Manual.
- 4.6.2 Membership in community and professional groups, when the employee's participation is primarily for the benefit of the Tribe in the achievement of its goals. Such expenses are subject to the prior approval of the Supervisor.
- 4.6.3 Purchases of supplies and/or materials necessary to fulfill the employee's job duties for the Tribe.

#### **4.7.0 Voluntary Terminations of Employment**

- 4.7.1 Employees may at any time terminate their employment voluntarily.
- 4.7.2 If you decide to leave your employment with the Karuk Tribe, we ask that you give us at least two weeks written notice. This will give us the opportunity to make the necessary adjustments in our operation.

#### **4.8.0 Compensation**

Starting salaries for all employees shall be based on many factors including but not limited to the following items:

- 4.8.1 Salary range established on the position description;
- 4.8.2 Salaries for similar positions in the same category;
- 4.8.3 Federal and State Minimum wage (no employee shall receive less than Federal minimum wage); and
- 4.8.4 Qualifications of the employee for the position.
- 4.8.5 Annual evaluations of regular employees may result in recommendations for salary increases. Factors such as performance, longevity, increased responsibility, and budget availability shall be considered in recommendations for salary increases.
- 4.9.5 Personnel Action Notices for salary increases shall include all four signatures to ensure that the Supervisor or Program Director is recommending the increase, Human Resources has verified that the evaluation has been properly completed and increase is reasonable, the Chief Finance Officer has verified that sufficient funds are available to cover the increase, and that the Chair/Vice Chair are aware of the increase.
- 4.9.4 Annual Cost of Living Adjustments (COLA) shall be reviewed by the Tribal Council during budget preparations for availability of funds and must be approved by the Tribal Council.

### **SECTION 5 Employee Benefits**

#### **5.1.0 Associated Payroll**

- 5.1.1 State Unemployment and Disability Insurance: The Tribe contributes at a predetermined rate, a percentage of the employee's gross salary for State Unemployment Insurance. The employee contributes the required rate for State Disability Insurance.



- 5.1.2 Workmen's Compensation: The Tribe shall maintain such insurance as to provide coverage for employee Workmen's Compensation related injuries at no cost to the employees.
- 5.1.3 Federal Insurance Contributions Act (FICA): Employees shall contribute the required rates as provided by the Act. Provided, however, the Tribe will be subject to exemptions as provided by Tribal government and nonprofit corporation provisions and law.

### **5.2.0 Group Insurance**

The Tribe provides limited hospital and health coverage for all eligible employees.

### **5.3.0 Retirement Plan and Tax Deferred Annuity**

Employees of the Tribe may voluntarily participate in any approved retirement plan and any tax deferred annuity programs as provided by the Council or otherwise. The benefits shall be subject to provisions set forth in Employee Deductions (Section 4.5.0).

### **5.4.0 Holidays**

The Tribe observes the legal holidays recognized herein or any such day proclaimed by the Chairperson or the President of the United States, with the exception of President's Day and Columbus Day.

Those holidays falling on a Saturday will be observed on the Friday preceding; those holidays falling on a Sunday will be observed on the following Monday. Holidays so recognized are:

New Year's Day  
Martin Luther King Jr.'s Birthday  
ka'timîin káruk supáah  
(Friday prior to Memorial Day; in honor of the Center of the World, where Karuks come from)  
Memorial Day  
Independence Day  
Labor Day  
Native American Day (Fourth Friday in September)  
Veteran's Day  
Thanksgiving Day (and Friday after)  
Christmas Day (or Equivalent Religious Holiday)  
Personal Holiday (on or near Birthday – within three months)

- 5.4.1 All regular employees shall be paid their regular rate for the hours regularly scheduled on such holiday.

### **5.6.0 Exercise Policy**

The Karuk Tribe recognizes that employees that are physically fit, active and in good health are an asset to the organization. The Karuk Tribe has established a mechanism that allows employees to exercise during work hours.

- 5.6.1 Employees, with the approval of their supervisor, may exercise 30 minutes per day or up to a total of 150 minutes per week, during business hours. This option is available to all full time employees.
- 5.6.2 When scheduling their exercise activities, employees will not exercise at home and arrive late, or leave their work location at the end of the day early to exercise at home. Employees may schedule exercise activities to coincide with normal break or lunch periods.
- 5.6.3 Employees will schedule exercise times that do not interfere with the operations of their department. If a conflict arises between the needs of the Tribe and the employee's exercise

schedule, the employee will defer to the needs of the organization.

- 5.6.4 Before starting an exercise program, employees will have completed their annual health physical (health program employees). If employees have any doubts about beginning an exercise program, they should consult their health care provider.

## **SECTION 6 Leave**

Leave is defined as any authorized absence, with or without pay, during regularly scheduled work hours which are approved by the Supervisor or designated staff. Absence Without Leave (AWOL), by definition, is an unauthorized absence and is subject to disciplinary action. Leave shall be granted in accordance with these rules on the personal request of the employee.

The Karuk Tribe may grant leaves of absence to employees in certain circumstances. It is important to request any leave in writing as far in advance as possible, to keep in touch with your Supervisor or the Human Resources Manager during your leave, and to give prompt notice if there is any change in your return date. If your leave expires and you have not contacted your Supervisor or the Human Resources Manager, it will be assumed that you do not plan to return and you have terminated your employment. If you are unwilling or unable to return to work at the conclusion of any leave, your employment may be terminated.

This Manual contains only a summary of the leaves that may be available. Some types of leave have detailed requirements regarding eligibility, duration, benefits, etc. You should contact the Human Resources Manager prior to taking any leave for information about leave requirements and to make sure you understand the requirements and ramifications of any leave.

It is understood that you will not obtain other employment (other than military duty pay) or apply for unemployment insurance while you are on a leave of absence. Acceptance of other employment (non-military) while on leave will be treated as a voluntary resignation from employment with the Karuk Tribe.

### **6.1.0 Annual Leave**

Annual leave credit for regular staff members shall be computed on the basis of Two (2) weeks per year for the first three years (3.08 hours per pay period), three (3) weeks after three years (4.62 hours per pay period) and four (4) weeks after five (5) years (6.15 hours per pay period). Employees who are laid off in good standing and return to work within one year, shall accrue at the rate they were receiving when laid off. Special provisions for annual leave are:

- 6.1.1 Employees may accrue annual leave from date of employment, but no annual leave shall be taken during the standard initiation period.
- 6.1.2 When a recognized holiday occurs during annual leave, except terminal vacation (vacation from which an employee will not return to work such as prior to retirement or separation), the holiday is not considered a day of annual leave.
- 6.1.3 Annual leave for employees is in the best interest of staff members. Full annual leave credits should be used annually. No employee may be compensated beyond 160 hours of accrued annual leave upon separation from employment. No employee may accrue more than 160 hours vacation.
- 6.1.4 Annual leave must be approved by the Supervisor and shall be taken at a time mutually convenient to the employer and employee. Any conflict in requested annual leave shall be resolved on the basis of seniority.

- 6.1.5 Advance payment for salary due during the vacation period may be drawn by the employee prior to departure upon submission of request for same to the Supervisor.
- 6.1.6 Annual leave credits may be cashed-in with approval from the Supervisor and/or Chairperson.
- 6.1.7 In the event that a regular employee of the Karuk Tribe seasonally becomes eligible for Davis Bacon wages, all annual leave benefits that employee is entitled to shall be paid directly to them in wages and their accruals will temporarily cease until they return to their regular wage rate.

### **6.2.0 Sick Leave**

Paid sick leave is accrued at the rate of one (1) working day per service month (3.70 hours per pay period) up to a maximum of 480 hours. A certificate from a registered practicing physician may be required before sick leave is authorized and one must be submitted for any sick leave in excess of three (3) consecutive days, if required by the Supervisor.

- 6.2.1 Employees accrue sick leave from date of employment, sick leave is available for use as it is accrued without any waiting period.
- 6.2.2 Earned sick leave with pay shall be granted to employees who are unable to render service because of sickness, disability or quarantine whether incurred in performance of duty or otherwise.
- 6.2.3 Employees unable to report to work shall notify their Supervisor no later than the first hour of the regular work period; failure to do so may result in forfeiture of sick leave with pay.
- 6.2.4 Sick leave may be granted to employees who become ill while on vacation provided satisfactory proof of such illness is submitted. When a holiday occurs during paid sick leave, the holiday is not considered a day of sick leave.
- 6.2.5 Sick leave may be used in the instance of illness in the immediate family of the employee requiring his/her presence.
- 6.2.6 Sick leave credits will not be paid to employees upon separation under any circumstances.
- 6.2.7 Abuse of sick leave privileges will be investigated and confirmation by a doctor may be required by and subject to the review and approval of the Supervisor.

### **6.3.0 Special Leave**

- 6.3.1 The Karuk Tribe will assist employees to become increasingly proficient in their job by providing relevant training. A training plan will be part of each employee's end of initiation and annual performance appraisal. All training will be related to Career Development and Training needs as stated in the training portion of the Performance Appraisal form.
- 6.3.2 Job related training or education may be 100 percent advanced and/or reimbursed with approval of the Supervisor. Documentation of satisfactory completion must be provided and reimbursement will only occur if the employee is still employed by the Karuk Tribe. Advances and/or Reimbursements may include expenses such as tuition, registration fees, books, or other required course materials. Such training/education must be given prior approval in writing by the employee's Supervisor in order to be advanced and/or reimbursed.
- 6.3.3 Jury Duty/Subpoena:  
An employee shall be granted leave of absence if called for jury or witness duty (Subpoena) for the Federal Government, Tribal Government, a State or political subdivision thereof, or in their

official capacity as an employee. A copy of the notice must be submitted to Payroll. Any employee so called is continued at full pay less any fees paid to jurors by the court. Tribal vehicles may not be used unless appearing on behalf of the Tribe. Mileage payments from the Court may be retained if the employee utilized their privately owned vehicle. If a Tribal vehicle was used, mileage payments received must be turned over to the Tribe. This includes employees in their initiation period.

#### **6.4.0 Administrative Leave/Office Closures**

- 6.4.1 Administrative Leave and Office Closures may only be authorized by the Chairperson/Tribal Council.
- 6.4.2 In the event the Tribal Offices are closed for Administrative Leave (snow days, annual staff trip, coordinated staff events) as authorized by the Chairperson/Tribal Council, regular employees shall be paid their regular rate for the hours regularly scheduled on such day. If employees choose not to attend the event the offices have been closed for, they can either work, or use their accrued annual leave.
- 6.4.3 Supervisors may grant employees paid administrative leave for time spent attending funeral services for close friends and family who are not covered under bereavement leave as immediate family. Employees will be paid their regularly scheduled rate for such hours.
- 6.4.4 Employees will be allowed to participate in Karuk tribal ceremonies and be compensated their regular rate for their regularly scheduled hours during such time. Employees will not be required to use their Annual Leave or LWOP but must seek prior approval from their Supervisor to be away from the office.
- 6.4.5 Weather and utility related office closures will be authorized under one or more of the following conditions by your Department Director:
  - a. Loss of power or water at your office location of more than two (2) hours; or
  - b. Road closures (that are officially declared by road conditions) preventing staff from getting to/from their office location.
  - c. Administrative Leave for a weather or utility related closure will only be authorized under these conditions for regular employees for their regular rate for the hours regularly scheduled during such closure. Employees may request annual leave if they have other reasons that impact their ability to report to work.

#### **6.5.0 Bereavement Leave**

Bereavement leave will be granted for a death in the immediate family. The leave will be a maximum of five (5) working days of absence with pay. Documentation may be necessary if so required by the Supervisor. A request for such leave should be submitted to the immediate Supervisor. Extensions may be granted on a case by case basis by the Supervisor. Any additional time granted will be charged against accrued sick leave.

#### **6.6.0 Family Medical Leave**

The Karuk Tribe recognizes that an employee may need to be absent from work for an extended period of time for family and/or medical reasons. Our Tribe complies with federal law provisions for family, medical and pregnancy disability leaves. The Tribe will grant these leaves to employees as required by applicable law in effect at the time the leave is granted. We intend to grant leave benefits only to the extent the law requires.

You must request any leave in writing as far in advance as possible. If you have not contacted your Supervisor at the end of your scheduled leave, we will assume that you do not plan to return and you have terminated your

employment. If you are unwilling or unable to return to work at the conclusion of the leave you are allowed, your employment may be terminated.

### **Employees Who May Take Leave**

Before you may seek a leave of absence you must:

- a. Have been employed by the Tribe for at least 12 months; and
- b. Have worked at least 1,250 hours in the previous 12 months; and
- c. Work within 75 miles of 50 or more of our other employees (an employee's work site is the office to which the employee reports and from which assignments are made).

### **Reasons for Taking Leave**

You may request an unpaid leave for any of the following reasons:

- a. Care for your child after birth, or after a child is placed with you for adoption or foster care within the 12 months following birth or placement; or
- b. To care for your spouse, son or daughter, or parent, who has a serious medical condition; or
- c. For your own serious medical condition which makes you unable to perform your job duties; or
- d. For any qualifying exigency (as defined by the Secretary of Labor) arising out of the fact that your spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation; or
- e. To care for your spouse, son, daughter, parent, or next of kin who is a covered service-member who is recovering from a serious illness or injury sustained in the line of duty on active duty.

### **Length of Leave Allowed**

The maximum time you will be allowed to take leave, if you are eligible, is 12 weeks in a 12 month period for reasons a through d and 26 weeks in a 12 month period for reason e. This does not include leave time an employee is allowed because of pregnancy disability. The Tribe will use a "rolling" 12-month period measured backward from the date you begin a leave to determine how much leave time is available to you unless another calculation is required by law.

### **Advance Notice and Medical Certification**

You may be required to provide us advance leave notice and medical certification. Your leave request may be denied or your leave delayed if these requirements are not met.

- a. You must provide us 30 days notice of your need to take leave, if you know about the need in advance, or you must notify us as soon as you can if you did not know about the need for a leave at least 30 days in advance.
- b. We require medical certification if you request leave because of your own or a family member's serious medical condition. We may also require a second or third medical opinion regarding your own serious health condition at our expense. You are required to cooperate with us in obtaining any additional medical opinions we may require.
- c. If you require a leave because of your own medical condition, you must obtain certification from your health care provider that you are able to return to work before you report to work at the end of your leave.

## **Job Benefits and Protection**

We will continue our contributions for your health care coverage for the duration of your leave. You must continue to make any premium payments for health care coverage for yourself or your dependents that you are now making, if you want the coverage to continue during your leave. Employees will normally be restored to their original or equivalent position with equivalent pay, benefits, and other employment terms when they return from leave. Your use of leave allowed by this policy will not result in the loss of any employment benefit that accrued prior to the start of your leave. However, at your option or our option, certain kinds of paid leave may be substituted for unpaid leave. Key employees may be subject to reinstatement limitations in some circumstances. You will be notified of the possible application of limitations on reinstatement at the time you request leave if you are a key employee.

## **Premium Cost Repayment**

If you choose not to return to work from a leave allowed by this policy, you will be required to repay to us the premium amounts we paid during your leave, unless you do not return to work because of circumstances beyond your control.

### **6.6.1 Inability to Return to Work**

Any tribal employee who is not able to fulfill his or her duties for any reason shall automatically be terminated after 90 days, and all benefits shall cease at that time, continuance beyond this time period is not automatic and must be specifically approved by the employee's Supervisor and the Chairperson or his designee. Supervisors are required to follow normal personnel procedures to extend the leave of absence (ex; by filing a personnel action notice to the appropriate department) (ex; fiscal or personnel). This does not apply to Head Start employees.

## **SECTION 7 Employee Conduct**

### **7.1.0 General Rule of Conduct**

All employees shall conduct themselves in a manner that exemplifies the mission of the organization. Such conduct shall display a blend of professionalism. Failure to adhere to the standards described herein may be grounds for immediate disciplinary actions.

### **7.2.0 Public Statements**

No employee should presume to speak for or on behalf of the Council or on any matter concerning the organization in public meetings or to the press without the express prior approval of the Tribal Council. Provided Further:

- 7.2.1 Employees so designated, shall exercise proper restraint, prudence, and accuracy in public statements, and display respect for the opinions of others.
- 7.2.2 Employees shall not presume to speak at Council or Committee meetings without first being added to the agenda.

### **7.3.0 Standards of Dress**

All employees of the Tribe are expected to dress in a manner appropriate to their position and their scheduled tasks for that day (ex; Tribal Council Meetings, meetings with outside agencies, field work, travel, etc.). This policy includes any and all persons who do volunteer work for the Tribe.

Business casual attire shall be acceptable for all staff. This shall be construed to mean neatly dressed and professional looking. Attire shall be appropriate for office tasks, meetings, public interaction, and representing the Tribe. Denim, bearing no holes, is acceptable.

Scrubs and lab coats shall be acceptable for Health and Dental Program personnel. Casual dress will be allowed on Fridays. Shorts, spaghetti straps, and thong sandals will not be acceptable at any time in the offices.

#### **7.4.0 Conflicts Of Interest**

Situations which result in actual or even potential conflicts of interest must be avoided by all employees. Personal, social and economic relationships with competitors, suppliers, customers or co-employees which may impair an employee's ability to exercise good judgment on behalf of the Tribe, or which give the appearance of such impairment, create an actual or potential conflict of interest. Any employee involved in such a relationship must immediately and fully disclose the nature of the relationship to the Tribal Council so a determination can be made as to whether an actual or potential conflict exists, and if so, how to correct the situation.

In situations where an employee is processing paperwork which may directly benefit themselves or a member of their immediate family, a second signature shall be required from the Chairperson, Chief Finance Officer, Human Resources Manager, Executive Director of Health and Human Services, or Director of Administrative Programs and Compliance to avoid any appearance of a conflict of interest and to provide adequate internal controls.

#### **7.5.0 Protection of Personal Property**

The Tribe will not be responsible for the loss of any personal property of employees, regardless of the reason for the loss, except to the extent required by applicable law. Employees are advised to exercise care over all tribal and personal property at all times.

### **SECTION 8 Employee Action**

#### **8.1.0 Performance Evaluations**

Your immediate Supervisor will periodically review your performance and discuss the review with you in private. Your first performance evaluation will be made within 30 days after you complete your initiation period. After that review, your performance will be reviewed at least once a year on or near the anniversary date of your employment with the Karuk Tribe.

Your performance evaluations will include factors such as the quality and quantity of the work you perform, your knowledge of your job, your initiative, your work attitude and your attitude toward others. The performance evaluation is designed to help you become aware of the progress you are making and of the areas in which you need to improve. At the time of your evaluation you will be required to sign your Job Description, Confidentiality Statement, Harassment Policy and the Substance Abuse Control Policy and Procedure Acknowledgment.

#### **8.2.0 Progressive Discipline**

The purpose of this section is to state the Tribal Council'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.

The discipline system is not formal, and the Tribal Council may, at its sole and absolute discretion, deviate from any order of progressive disciplinary actions and utilize whatever form of discipline is deemed appropriate under the circumstances, up to and including immediate termination of employment. The Tribe's policy for discipline in no way limits or alters the at-will employment relationship.

The Tribe's own best interest lies in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform, and impartial. The ideal outcome of any disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory service in the future. By using progressive discipline, we hope that most employee problems can be corrected at an early stage, benefiting both the employee and the Tribe.

Disciplinary action may call for any of four steps – verbal warning, written warning, suspension with or without pay, implementation of a corrective action plan, or termination of employment – depending on the severity of the problem and the number of occurrences. There may be circumstances when one or more steps are bypassed.

Written warnings will be placed in the employee's file and if after one year, the employee has not had any other written warnings or suspensions; they can request that the warning be removed. If additional written warnings or suspensions are issued during the year, the warnings will become a permanent record of the file.

Progressive discipline means that, with respect to most disciplinary problems, these steps will normally be followed: a first offense may call for a verbal warning; a next offense may be followed by a written warning; another offense may lead to a suspension or corrective action plan; and, still another offense may then lead to termination of employment.

The Tribe recognizes that there are certain types of employee problems that are serious enough to justify either a suspension, or, in extreme situations, termination of employment, without going through the usual progressive discipline steps. All suspensions and terminations must be reviewed by the Chairperson or Executive Director of the appropriate entity before execution.

While it is impossible to list every type of behavior that may be deemed a serious offense, the following list includes examples of problems that may result in immediate suspension or termination of employment. However, the problems listed are not all necessarily serious offenses, but may be examples of unsatisfactory conduct that will trigger progressive discipline.

- a. Falsification of employment records, employment information, or other Tribe records.
- b. Recording the work time of another employee or allowing any other employee to record your work time, or allowing falsification of any time card, either your own or another's.
- c. Theft, deliberate or careless damage of any Tribe property or the property of any employee or customer.
- d. Provoking a fight or fighting during working hours or on Tribe property.
- e. Participating in horseplay or practical jokes on Tribe time or on Tribe premises.
- f. Carrying firearms or any other dangerous weapons on Tribe premises at any time.  
(Law enforcement officials are exempt from this provision)
- g. Consuming, possessing, or being under the influence of alcohol and/or drugs during working hours or at any time on Tribe property.
- h. Deliberate destruction of any Tribe property or the property of any employee or customer.
- i. Insubordination, including but not limited to, failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward a supervisor or member of management.
- j. Unreported absence of three scheduled workdays.
- k. Unauthorized use of Tribe equipment, time, materials, facilities, or the Tribe name.
- l. Sleeping or malingering (avoiding work by pretending to be incapacitated) on the job.
- m. Failure to observe working schedules, including rest and lunch periods.
- n. Engaging in criminal conduct whether or not related to job performance.



- o. Causing, creating or participating in a disruption of any kind during working hours or on Tribe property.
- p. Soliciting other employees for membership, funds, or other similar activity in connection with any outside organization during your working time or the working time of the employee solicited. (This does not include your meal and break periods.)
- q. Distributing unauthorized literature or any written or printed material during working time or in work areas. (This does not include your meal and break periods.)
- r. Failure to timely notify your supervisor when you are unable to report to work.
- s. Failure of a nonexempt employee to obtain permission to leave work for any reason during normal working hours.
- t. Abuse of sick leave.
- u. Removing or borrowing Tribe property without prior authorization.
- v. Making or accepting excessive personal telephone calls during working hours.
- w. Failure to provide a physician's certificate when requested or required to do so.
- x. Wearing extreme, unprofessional or inappropriate styles of dress or hair while working.
- y. Making derogatory racial, ethnic, religious or sexual remarks or gestures or using profane or abusive language at any time on Tribe premises.
- z. Violation of any safety, health, security or Tribe rules.
- aa. Working overtime without authorization or refusing to work assigned overtime.
- bb. Committing a fraudulent act or a breach of trust under any circumstances.
- cc. Threatening, committing or encouraging of any act of violence in the workplace or against any employee, supplier or customer of the Tribe. Workplace violence is not a joking matter; all statements will be taken seriously.

No statement in this list or elsewhere in the Personnel Policy Manual is intended to or should be taken to affect the at-will employment relationship between the Tribe and its employees or in any way to waive the Tribe's immunity from state or federal jurisdiction or in any way to consent to such jurisdiction.

### **8.3.0 Terminations**

In the event that the Tribe terminates an employee there shall be three options that determine the employees' rehire status which are included in the Termination section of the Personnel Action Notice. The three options are:

- 1) YES: Employee is eligible for rehire with no restrictions.
- 2) NO: Employee is not eligible for rehire; this includes all departments and entities of the Karuk Tribe.
- 3) CONDITIONAL: Employee is subject to rehire with conditions such as not eligible for rehire in same position, not able to handle money, upon completion of treatment program, etc. OR following completion of a selected Waiting Period.

The Supervisor or Program Director shall determine which option is appropriate through consultation with the Human Resources Manager and indicate on the Personnel Action Notice which waiting period will apply to the terminated employee. The employee must be notified of the selected rehire status. The completed Personnel Action Notice will be placed in their personnel file. If an employee is deemed to not be eligible for rehire, that can only be overturned by appeal in person to the Tribal Council by the employee.

## **SECTION 9 Open Door Policy**

### **9.1.0 Open Door Policy**

At some time or another, you may have a suggestion, complaint or question about your job, your working conditions, treatment you are receiving, etc. We welcome your suggestions for improving the Tribe's operations. Your complaints or questions are also of concern to the Tribe. For all issues other than prohibited harassment (which is addressed in Attachment B – Harassment Policy) or terminations (which are addressed below), we ask that you take your concerns first to your immediate Supervisor, following these steps:

1. Within seven calendar days of the occurrence, bring the situation to the attention of your immediate Supervisor, who will investigate and provide a solution or explanation.
2. If the problem is still not resolved, you may put it in writing not more than seven calendar days after your supervisor has responded to you and present it to the appropriate Executive Director (Tribe, Housing, KCDC).
3. If the problem is still not resolved, you may, not more than seven calendar days after the Executive Director has responded to you, present the problem in writing to the appropriate Board (Council, Housing, KCDC).
4. If the problem is still not resolved, you may, not more than seven calendar days after the Board has responded to you, present the problem in writing to the Tribal Council, who will give you a final answer.

Nothing in this Open Door Policy is intended to or should be taken to limit the employment at-will relationship between you and the Tribe. Either you or the Tribe can terminate your employment at any time with or without "cause" and with or without advance notice.

Termination disputes shall be taken to the TERO Director not more than seven days after the termination and addressed through the TERO Commission's Grievance Procedures. ONLY termination disputes shall be addressed through the TERO Department, all other issues other than prohibited harassment (which is addressed in Attachment B – Harassment Policy) shall be addressed in the above manner.

## **SECTION 10 Criminal History Checks**

### **10.1.0 Criminal History Checks Required**

All covered employers of the Karuk Tribe are hereby required to conduct criminal history checks on all current employees, volunteers and future job applicants whose duties and responsibilities will allow them regular contact with or control over children less than 18 years of age and to employ only persons who meet the standards of character necessary to establish a person's fitness to have responsibility for the safety and well-being of children less than 18 years of age. All existing employees within the group described above must receive criminal history checks.

### **10.2.0 Definitions**

*Child* or *children* means any person less than 18 years of age.

***Child sensitive position*** means any position of employment or volunteering where duties and responsibilities of the employee or volunteer allow that person regular contact with or control over children less than 18 years of age. This definition includes, but is not limited to, persons working or volunteering in the following areas: child protective services (including the investigation of child abuse and neglect reports), social services, health and mental health care, child (day) care, education (whether or not directly involved in teaching), foster care, residential care, recreational or rehabilitative programs, detention, correctional or treatment services, or any other program where an employee's or volunteer's duties bring them in regular contact with or control over children less than 18 years of age.

***Covered employer*** means the Karuk Tribe, all tribal programs and entities, and all other employers who receive grant or contract funding from the Tribe, or who lease a parcel of tribally owned land that is not assigned to an individual Tribal member.

### **10.3.0 Investigations**

A criminal history check required in this article shall be:

- a. Based on a set of the employee's or volunteer's fingerprints obtained by the Human Resources Manager or law enforcement officer and other identifying information obtained from the employee's or volunteer's job application;
- b. Conducted through the Federal Bureau of Investigation, (and when required for certification and/or licensing purposes, by the state criminal history repositories as well), local court systems, all applicable tribal court systems and all state and tribal sexual offender registration repositories based on the counties and states listed by the prospective employee or volunteer in the job application; and
- c. Initiated through the Human Resources Department of the Karuk Tribe.

### **10.4.0 Confidentiality**

The results of criminal history checks shall be treated as confidential and shall be communicated only to the appropriate supervisors and/or persons involved in the hiring/retention/termination decision. In addition, covered employers may disclose this information to other tribal divisions, departments and entities when requested by another covered employer in connection to any employment or volunteer applications submitted by a potential or present employee or volunteer and in defense of any personnel-related complaint when the information is needed in an administrative or judicial proceeding.

### **10.5.0 Use of Investigation Results**

- a. The covered employer shall use the results of criminal history checks to aid in the determination of whether an applicant should be placed in a child sensitive position, whether a current employee/volunteer should be allowed to remain in a child sensitive position, or whether the applicant's criminal history poses a threat to the safety of the employees or volunteers working within a particular department.
- b. Individual covered employers shall also use results of criminal history checks if a current employee or volunteer of the covered employer moves within the entity to another position (ex; through transfer, demotion, promotion, or rehire with no break in service).

### **10.6.0 Maintenance of Investigation Results**

Each covered employer shall maintain the results of criminal background checks in a locked file cabinet located in the Human Resources Department.

### **10.7.0 Provisional Hiring or Approval**

A covered employer may hire a person or approve a volunteer provisionally before the completion of a criminal history check if; at all times prior to receipt of the criminal history check, during which children are in the care

of the provisional employee or volunteer, the provisional employee or volunteer is within the sight and under the supervision of a staff person for which a criminal history check has been completed.

#### **10.8.0 Felony and Misdemeanor Offenses**

- a. The minimum standards of character required in this article shall be applied to ensure that none of the individuals hired for, appointed to, or allowed to volunteer for, child sensitive positions, have been found guilty of, or entered a plea of nolo contendere or guilty to;
- b. Any felonious offense under Federal, State, or tribal law involving crimes of violence; sexual assault, molestation, exploitation, contact or prostitution; crimes against persons; or offenses committed against children; or
- c. Any two or more misdemeanor offenses under Federal, State, or tribal law involving crimes of violence; sexual assault, molestation, exploitation, contact or prostitution; crimes against persons; or offenses committed against children.
- d. If the individual's criminal history reveals an offense(s) prohibited in this section, such evidence shall constitute grounds for denying employment or dismissing an employee or volunteer in any child sensitive position.
- e. Any arrest, charge or conviction of a crime that bears upon an individual's fitness to have responsibility for the safety and well-being of children including, but not limited to, crimes involving violence, offenses against public morality and decency, public intoxication, possession or sale of drugs and alcohol related offenses such as the sale to underage persons or driving while impaired, may be grounds for denying employment or dismissal of an employee or volunteer in any child sensitive position.

#### **10.9.0 Effect of Un-disposed Charges**

If an employee or volunteer is charged with an offense that falls within the offenses prohibited in Section 10.8, an employer will re-classify the employee or volunteer as provisionally approved meaning that; at all times prior to final disposition of the charges, the provisional employee or volunteer is within the sight and under the supervision of a staff person for which a criminal history check has been completed.

#### **10.10.0 Employment Applications**

Employment and volunteer applications for persons who are seeking to work regularly with covered employers in a child sensitive position shall contain the following question:

- a. Have you ever pled “guilty” or “no contest” to, or been convicted of a crime as an adult? (Note: Do not include infractions, or convictions that have been annulled, erased, expunged, vacated, set aside, sealed by a court, or referred to a diversion program.)

#### **10.11.0 Mandatory Notice to Employees and Volunteers**

Each employee or volunteer in any child sensitive position with a covered employer must sign the following authorization:

I authorize investigation of all statements contained on this application, and any attachments to it. I authorize the Tribe to secure information about my background experience with education institutions and any relevant agencies. I authorize those parties to provide information to the Tribe concerning my background and experience, and authorize a copy of this application to be provided to the TERO Department. I release the Tribe, and all parties providing information to the Tribe about my background and experience, from any and all liability whatsoever arising therefrom.

I release the Tribe, its officers, agents, directors, representatives, employees, attorneys and representatives from any and all claims, causes of action, judgments, liens, indebtedness, damages, obligations, losses, liabilities, or

costs, which they may have, whether known or unknown, suspected or unsuspected, arising with this application for employment. I understand that this application is only valid for the position applied for at present and that the Tribe is not obligated to retain or consider this application for future openings. My signature below certifies that I understand that if I am extended an offer of employment by the Tribe, my employment is contingent upon satisfactory completion of a medical examination, including a drug test, and submission of proof that I have the credentials and/or licenses necessary for the position that I am offered. I also hereby subject myself to the jurisdiction of the Tribe and its governing system, including any enforcement or judicial proceedings or process that may be associated with the application for employment or any resulting employment relationship.

**11.0.0 Enforcement**

(a) It is the sole responsibility of every covered employer to comply with this article.

(b) Failure of a covered employer to comply with this article shall be deemed a serious violation and will result in corrective action taken against the appropriate personnel.

## **Health Program Personnel Policy**

### **HE.20.10      Staffing:**

The Karuk Tribal Health and Human Services Program shall hire employees who have qualifications and experience commensurate with position description responsibility and authority.

### **HE.20.12      OIG List of Excluded Individuals:**

No employee shall be employed by the Karuk Tribal Health and Human Services Program if their name is found to be listed on the OIG's (Office of Inspector General) List of Excluded Individuals.

### **HE.30.10      Professional Licensors and/or Certifications:**

Verification of all applicable licensors or certifications shall be required initially and upon renewal dates.

- HE.30.11:      It shall be the responsibility of each individual to obtain and maintain his/her license.
- HE.30.12:      Renewal fees shall be paid by KTHHSP upon request.
- HE.30.13:      Licensed personnel must report to work with a current license on file.
- HE.30.14:      Licensed personnel reporting to work with an expired license shall be sent home until a current license is obtained and/or on file.
- HE.30.15:      All licensed or certified personnel shall certify and remain current in CPR.

### **HE.40.10      Licensed Independent Practitioners:**

Licensed Independent Practitioners (LIP's) shall be Credentialed and Privileged at time of initial appointment and every two years thereafter (reappointment).

- HE.40.11:      Core criteria for appointment/reappointment shall include:
  - Current licensor/and DEA, if applicable
  - Relevant education, training, and experience.
  - Current competence, and
  - Ability to perform requested privileges
- HE.40.12:      Licensed Independent Practitioners must be granted privileges to practice at KTHHSP clinics.
- HE.40.13:      Licensed Independent Practitioners shall maintain privileges for fulfilling their scope of work.
- HE.40.14:      Mid-level practitioners shall be credentialed, but will work according to a job description and protocols approved by their supervising physician. A mid-level practitioner shall receive supervision/consultation from a qualified physician.

### **HE.50.10      Adverse Decisions/Appeals:**

See Appeals, C and P Policy.

### **HE.60.10      National Practitioner Data Bank:**

KTHHSP shall query the NPDB for adverse action or claims information on any practitioner applying for employment, and biannually thereafter.

- HE.60.11:      It shall be the policy of the KTHHSP to report any adverse actions, settlements or claims made on a practitioner during his/her employment with the Tribe.

### **HE.70.10      Physician Assistant:**

A Physician Assistant shall have a primary sponsor and shall have access to a consultative physician at all times.

- HE.70.11:      The physician sponsor shall ensure that protocols are provided and followed.

**HE.71.15      Tele-consultation:**

The practitioners who provide KTHHSP with Tele-consultation are not required to be credentialed by the Karuk Tribal Health and Human Services Program.

Telemedicine is not practiced at KTHHSP facilities.

**HE.80.10      Continuing Education Units (CEU), and Continuing Medical Education (CME):**

The Karuk Tribal Health and Human Services Program shall pay the expense for job related CEU/CME attendance for all licensed personnel (see educational activities policy) when educational request are approved by the employee's supervisor.

**HE.90.10      Committees and Taskforce:**

All employees shall be assigned to one or more committees or taskforce and shall actively participate in their meetings and/or activities.

HE.90.11:      The Accreditation Continuous Quality Improvement (ACQI) Committee shall have jurisdiction over all committees, taskforce, and teams except CHS Managed Care, the C and P Committee, and Compliance.

**HE.100.10      Orientation:**

Prior to assuming work responsibilities, health personnel, which includes students, SWEEP, youth workers, volunteers, and outside placements (NCIDC, etc.), shall be given two orientations.

1. A New Employee Orientation – orientation given to all Karuk Tribe employees. It includes fiscal, insurance, personnel policy, cultural, citizenship, safety, and other organizational information. This orientation is presented to the new employee by the KT Human Resource Manager or designee.
2. A Health Orientation – is an additional orientation given to Karuk Tribal Health and Human Services employees and includes mission, vision, and value statements, confidentiality of health records, blood borne pathogens, safety, requests to be excused, and other relevant information. This orientation is presented to the new employee by their immediate supervisor or designee.
3. A performance evaluation shall be conducted initially to assess competence and the need for training. This assessment begins when a new employee reports to work and must be completed within 30 days. This assessment must be completed by a peer.

**HE.110.10      Staff Request to be Excused:**

At the time of orientation, a new employee must declare if there is any aspect of care that conflicts with his/her personal cultural values, ethics or religion.

HE.110.11:      Employees must explain in writing why they must be excused from this care if not declared at time of orientation (see Staff Request to be Excused Policy).

**HE.120.10      Contractors/Outside Services:**

When hiring a contractor, KTHHSP must follow the guidelines of Karuk Tribe's Contract Compliance Specialist. This may include a three bid requirement and approval by the Contract Compliance Specialist, the Chief Financial Officer and the Karuk Tribal Council.

In some instances, if not covered in the contract or MOA, a Business Associate Agreement will be required by the HIPAA Privacy Officer.

Contractors or consultants shall provide proof of competence relevant to their scope of practice and experience.

The KTHHSP shall define in writing the scope of care or services requested of outside contractors, which shall include that these services meet ambulatory care AAAHC standards.

Contract staff who provides direct patient care or support services shall receive a periodic performance evaluation based on their contract or MOA with emphasis placed on the quality and safety of their performance.

**HE.130.10**     **Housekeeping Services/Volunteers/Contractors:**

Housekeeping/Janitorial, volunteers and/or contractors shall receive safety and infection control training prior to assuming work-related responsibilities.

**HE.140.10**     **Health Exams:**

All employees, students, youth workers, SWEEP, and volunteers, who work in KTHHSP clinics, shall have a health history and physical evaluation completed within 15 days of employment and annually thereafter.

HE.140.11:     Hepatitis B immunizations will be offered and measles will be required unless documentation of immunization or immunity is provided (see Employee Health Exams and Records Policy).

HE.140.12:     TB testing/evaluation will be done on all health employees and volunteers initially and annually thereafter.

/s/Russell Attebery

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Tribal Council Chairperson



## Workplace Smoking Policy

**Policy number: 01-101-001**

### **1. Purpose and Authority**

This instruction provides guidance on personnel issues related to establishing and maintaining a smoke-free Tribal Environment. The provisions of this instruction have been developed under the authority provided by 5 U.S. Code, Chapter 41 and 79. This instruction supplements the regulations of the General Services Administration, (41 CRF Part 101-20), and Chapter 1-60 of the HHS General Administration Manual.

### **2. Coverage**

This instruction covers all employees of the Karuk Tribe, in accordance with the provisions of HHS General Administration Manual, Chapter 1-60.

### **3. References**

- 1) 5 U.S. Code, Chapter 41, Training
- 2) 5 U.S. Code, Chapter 79, Service to Employees
- 3) 41 CRF Part 101-20 (GSA Smoking Regulation)
- 4) HHS General Administration Manual, Chapter 1-60, Policy on Smoking in HHS Occupied Buildings and Facilities.
- 5) The Health Consequences of Smoking; Cancer and Chronic Lung Disease in the Workplace, (1985 Surgeon Generals' Report)
- 6) The Health Consequences of Involuntary Smoking, (1986 Surgeon Generals' Report).

### **4. Background**

The Karuk Tribal Health Program is the principal department for furthering the health of the Karuk Tribe and providing them with essential human services. The health risk of smoking and exposure to smoke are clearly documented in recent reports by the Surgeon General. The Karuk Tribe accepts the evidence that:

- 1) Involuntary smoking is a cause of disease;
- 2) Including lung cancer in healthy non-smokers.
- 3) And the simple separation of smokers and non-smokers within the same airspace may reduce but does not eliminate the exposure of non-smokers to environmental tobacco smoke. It is therefore essential that the Tribe, in carrying out its mission, provide a smoke-free environment in all Tribal controlled building space.

### **5. Policy**

The Karuk Tribe's policy is to establish a smoke-free environment in all Tribal controlled building space, except for the multiple purpose room where Bingo is played. Implementation of this policy as set forth in Chapter 1-60, HHS General Administration Manual, will be achieved through the cooperation, understanding, and support of both the operating management of this Tribe, Tribal employees and representatives.

### **6. Management Responsibilities**

- 1) Provide and support smoking education and cessation programs to encourage employees to stop smoking.
- 2) Process disputes arising from the implementation of the Tribe's policy and guidance in accordance with applicable administrative or negotiated procedures.
- 3) Review employee request for leave associated with smoking or conditions related to smoking in accordance with existing procedures for granting leave requests.
- 4) Take appropriate action in accordance with applicable administrative and negotiated procedure in instances where employees fail to comply with or implement the Tribe's policy.

**7. Employee Responsibilities:**

- 1) Abide by the requirement of the Karuk Tribe's smoking policy.
- 2) Pursue available training, educational, and counseling service, if desired.

**8. Recruitment, Hiring, and Employment:**

- 1) All applicants selected for employment must be informed by the Tribe's policy on workplace smoking.
- 2) An applicant or employee's smoking preference will not be a consideration in hiring and employment decisions.

**9. Workplace Programs and Service:**

- 1) All components of the Karuk Tribe will ensure that any employee who wishes to participate will have access to an agency approved smoking cessation programs.
- 2) Tribal health funds may be used to pay for all or part of the cost of providing an agency approved smoking cessation programs. Incentives should be used to encourage employee participation in smoking cessation programs for employees who successfully quit smoking.
- 3) Employees of the Health Program will also provide appropriate educational programs and campaigns related to smoking.
- 4) Employees who wish to stop but who are unable to successfully complete a smoking cessation program, or who have quit smoking but are experiencing related difficulties, may seek additional assistance from our Mental Health Substance Abuse Programs.
- 5) Employee participation in educational, counseling, or cessation programs related to smoking is strictly voluntary.
- 6) When agencies approved, smoking cessation programs are scheduled during duty hours, components should provide employees with sufficient duty time and/or excused absence to participate in such programs, consistent with work requirements.

/s/Russell Attebery

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Tribal Council Chairperson

**Policy on Supervision of the Health Program in the  
Executive Director of Health and Human Services Absence**

This policy is to ensure smooth operation of the Health and Human Services Program during the times that the Executive Director of Health and Human Services may be absent due to travel, vacation, or illness.

In his/her absence, the Clinical Operations Administrator, will act or his/her behalf.

The Clinical Operations Administrator will report directly to the Tribal Chairman until the return of the Executive Director of Health and Human Services.

## **Policy on Use of Electronic Media**

The Karuk Tribe uses various forms of electronic communication, including, but not limited to computers (desktop and portable), email, telephones (including cellular), voice mail, fax machines, and Internet access/bandwidth. All electronic communications and devices including all software and hardware remain the sole property of the Karuk Tribe and are to be used only for Tribal business and not for any personal use.

Electronic communication/media may not be used in any manner that would be discriminatory, harassing or obscene, or for any other purpose which is illegal, against policy or not in the best interest of the Karuk Tribe.

Employees who misuse electronic communications and engage in defamation, copyright or trademark infringement (specifically but not limited to downloading and/or copying of music, movie, or other copyrighted media files onto company computers), discrimination, harassment or related actions will be subject to immediate disciplinary action up to and including termination depending on the severity of the offense.

Employees may not install personal software on company computer systems. All electronic information created by any employee using any means of Karuk Tribe electronic communication is the property of the Tribe and remains their property. Personal passwords may be used for purposes of security, but the use of a personal password does not affect the Tribe's ownership of the electronic information.

The Karuk Tribe will override all personal passwords if it becomes necessary to do so for any reason.

The Karuk Tribe reserves the right to access and review electronic files, messages, mail, etc. and to monitor the use of electronic communications as is necessary to ensure that there is no misuse or violation of company policy or any law.

Employees are not permitted to access the electronic communications of other employees or third parties unless directed to do so by Tribal management.

Employees who use cell phones, cordless phones and portable computers should not use these methods for communicating confidential, sensitive, or protected information or any trade secrets. Health Program fax communications are covered under a separate policy.

Statistical information is used and shared internally and externally for various purposes (i.e., grants, project reports to BIA and IHS, public health, etc.). Distribution of statistical information to an outside entity or grant applicant other than the Tribe or one of the Tribe's entities seeking to use that information to access grant funding is unallowable without the express permission of the Tribal Council.

Access to the Internet, Web sites and other types of computer access that is paid for by the Karuk Tribe is to be used for Tribal related business only.

The Tribe will allow employees to use the Internet for appropriate personal use (shopping, checking personal email, etc.) during break times, meal periods, or outside of business hours so long as such use does not adversely affect employees' performance or the work environment of surrounding employees. Personal use of the Internet may also be restricted based on limited resources, such as not enough bandwidth at a particular office. Music and radio websites may be utilized during the work day so long as such use does not have adverse affects as included above to the work environment or bandwidth.

Supervisors shall be responsible for monitoring employees' use to ensure it does not interfere with their performance or work environment and address situations accordingly in compliance with this section of the policy manual. The IT Department will not be responsible for monitoring use, installing filters, or blocking sites, each Supervisor must address their employees directly.

Inappropriate use, viewing of inappropriate sites, and/or downloading or installing personal software shall be grounds for immediate disciplinary action up to and including termination depending on the severity of the offense.

Questions about access to electronic communications or issues relating to security should be addressed to the Information Technology Director.

## **Annual Employee Health Exam and Tuberculosis Testing Policy**

- Purpose:** To establish a process for annual exams and TB Testing.
- Policy:** Employees of the Karuk Tribal Clinics will have an annual health evaluation. This evaluation will include TB skin test or other appropriate screening.
- Procedure:** Each employee shall be offered a physical examination and health maintenance evaluation, annually, by the clinic providers at no cost to the employee. Skin testing for tuberculosis or other appropriate screenings (for positive converters) will occur at the time of the annual health evaluation.

/s/Russell Attebery

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Tribal Council Chairperson

## **Policy on Confidentiality**

### **Purpose**

To establish awareness for privacy and confidentiality in working with personal information, and to obtain a confidentiality contract with all employees through a Confidentiality Statement.

### **Background**

The Karuk Tribe is a community-based organization in which Karuk Indians may apply for membership. In becoming a member, personal information is collected and maintained in membership files in the Enrollment Department.

The Karuk Tribe operates Social Services and Assistance programs like Indian Child Welfare, Elders, Low Income Energy Assistance, Education and others in which personal information is also collected and maintained.

The Karuk Tribal Health Program not only collects personal data but also maintains health records, which contain a history of medical information about each patient seen. This also includes dental and other health program services like CHR and Public Health Nursing.

In addition, the Karuk Tribal Personnel Department collects and maintains personal information on each employee and their work performance.

Statistical information is used and shared internally and externally for various purposes (i.e., grants, project reports to BIA and IHS, public health, etc.). Distribution of statistical information to an outside entity or grant applicant other than the Tribe or one of the Tribe's entities seeking to use that information to access grant funding is unallowable without the express permission of the Tribal Council.

Two types of personal information exist and are defined as:

- a. Identifiable information - This is information that identifies the individual (name, social security number, driver license number, address, and telephone number). This information is to be kept confidential.
- b. Non-identifying information - used for statistical purposes and does not identify the individual (five women were born in January or ten people living in Happy Camp are out of work and need emergency assistance). This information is not considered as confidential information.

As employees of the Tribe it is necessary for you to work with confidential information to do your job, but you are also responsible for keeping, storing and using this information in a confidential manner.

As a rule, you may only learn of and/or use information in which you have a need to know.

In addition, an individual should be afforded privacy during the collection of personal information.

### **Policy**

It is the policy of the Karuk Tribe that any information of a personal nature revealed to the Tribe is considered confidential and shall not be disclosed to any unauthorized individual(s). Such personal and confidential information shall be used only for Tribe-related purposes and not for any other purpose. Failure to abide by this policy will subject the employee to disciplinary action up to and including termination of employment.

This includes any communication during the course of application for participation in any tribal employment program, services, special events, and meetings of the governing board or committees and/or staff.

The Karuk Tribe shall require all individuals working within any Karuk Tribal program, to read the policy on

confidentiality, sign a confidentiality statement, and abide by all procedures ensuring the confidentiality and privacy of staff, members, patients and other individuals. This includes board members, employees, students, and volunteers, community service workers or employment agency interns.

**Procedures**

1. All Karuk Council and Health Council members will sign and initial an annual Confidentiality statement at the first meeting held after Council elections.
2. All employees, students, volunteers, community service workers, and employment agency interns will sign a confidentiality statement during orientation.
3. All employees will sign an annual confidentiality statement during their annual performance evaluation.
4. Any volunteer, student, community service worker, or employment agency working within the Karuk Tribe for more than one-year shall sign a confidentiality statement annually.

/s/Russell Attebery

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Tribal Council Chairperson



## **Worker's Compensation Reporting**

If an employee is injured on the job, it is the responsibility of the employee or Supervisor to notify the Payroll Clerk immediately and fill out an **Employer's First Report of Injury or Illness**. This must be completed **WITHIN 24 HOURS OF THE INJURY**.

If you do not have a supply of the above forms, notify payroll and they will be supplied.

**REMINDER: PLEASE REPORT ALL INJURIES TO THE PAYROLL CLERK IMMEDIATELY.**

## **Dual Employment Policy**

1. “Dual employment” is the concurrent employment of a single employee in multiple departments, programs or organizations of the Karuk Tribe (i.e., the Tribal government, health clinics and Tribally-chartered corporations or their enterprises).
2. Because it is the general intent of the Tribal Council to extend employment opportunities to the greatest possible number of Karuk Tribal members, the maximum number of hours worked in any dual employment arrangement shall not exceed the equivalent of one Full-Time position, or 40 hours per week, except in unusual circumstances.
3. In unusual circumstances to be considered on a case-by-case basis, a dual employment arrangement between a department (or departments) of the Karuk Tribe and a Tribally-chartered corporation shall not exceed the equivalent of 1.25 Full-Time positions, or 50 hours work per week.
4. The unusual circumstances under which dual employment may exceed the equivalent of one Full-Time position will be determined on a case-by-case basis by consensus among the employee’s Department Director(s), Chief Financial Officer, Corporate Executive Director and Tribal Chairperson.

/s/Russell Attebery

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Tribal Council Chairperson

## **Substance Abuse Control Policy and Procedure**

### **Policy Statement**

It is the intent of the Karuk Tribe to promote a safe, healthy and productive work environment for all employees, to protect the general public and to comply with federal and state law. The Tribe recognizes that the illegal and/or excessive use of controlled substances and/or alcohol is not conducive to safe working conditions. It is the objective of the Tribe to have a work force that is free from the influence of controlled substances (illegal drugs) and alcohol during working hours and at all times on the Tribe premises. The term “the Tribe premises” includes all property, facilities, land, buildings, structures, automobiles, trucks and all other vehicles, whether owned, leased or used by the Tribe or its affiliates or subsidiaries. This policy applies to all Tribe employees.

### **Purpose of Policy**

The purposes of this policy are:

1. to establish and maintain a safe, healthy working environment for all employees;
2. to ensure the sound reputation of the Tribe and its employees within the community and the industry;
3. to reduce the number of injuries to persons or property; and
4. to reduce absenteeism and tardiness and to improve productivity.

### **Policy**

The following rules represent the Tribe’s policy concerning controlled substance and alcohol abuse, effective immediately.

- (1) The unlawful possession, manufacturing, distribution, dispensation or use of any controlled substance is inconsistent with the Tribe’s objective of operating in a safe and efficient manner and is strictly prohibited. Accordingly, no employee shall engage in the unlawful possession, manufacturing, distribution, dispensation or use of any controlled substance (illegal drugs) during working hours or at any time on the Tribe premises. No employee shall report to work or continue to work while under the influence of any drug whose manufacture, sale, dispensation, distribution, use or possession is unlawful. Similarly, no employee shall use or have in his or her possession on the Tribe premises any prescription medication other than medications currently prescribed by a physician for the employee.
- (2) Employees taking physician-prescribed medications which impair their job performance should not report to work. Employees taking physician-prescribed medication which will not impair their job performance should present a statement from the prescribing physician to the employee’s Supervisor indicating the duration of the prescription and stating that the use of the prescription will not impair the employee’s ability to perform his or her specific job duties. This Policy does not require or request the prescribing physician or the employee to identify any prescription drug or the medical condition for which it is prescribed.
- (3) The use of alcoholic beverages by employees engaged in the operation or maintenance of the Tribe’s equipment and/or facilities is inconsistent with the objective of operating in a safe and efficient manner. Accordingly, no employee shall use alcoholic beverages on the Tribe premises or during working hours. No employee shall report to work or continue to work under the influence of alcoholic beverages.
- (4) Lockers, desks, storage areas and the Tribe vehicles are the Tribe’s property and must be maintained according to the Tribe’s standards. All such areas must be kept clean and are to be used only for work-related purposes. The Tribe reserves the right, at all times and without further notice, to have the Tribe’s representatives conduct searches and inspections of any or all employee lockers and other Tribe

property for the purpose of determining if this Policy has been violated.

All vehicles and containers, including bags, boxes, purses, lunch pails, brought onto the Tribe's premises are subject to the Tribe's inspection at any time the Tribe's representative authorized by the Tribe to make such a determination has a reasonable suspicion that a Tribe rule, policy or regulation has been violated and such an inspection is reasonably necessary in the investigation of such violation(s). Such inspections will be conducted, to the extent reasonably possible, in a manner designed to preserve the dignity of the employee. Inspections will be done in a private area, and will be conducted by a member of the same sex.

- (5) As a condition of continued employment, employees must abide by this Policy. As a further condition of continued employment, any employee who is convicted of driving under the influence of alcohol or a controlled substance or a violation of any criminal drug statute related to the unlawful manufacture, distribution, dispensation, possession or use of controlled substances in the workplace must inform the Tribe no later than five (5) days after such conviction of the fact of the conviction. Any employee who is so convicted shall be subject to disciplinary action, up to and including, but not limited to termination of employment. The Tribe in its sole discretion may require an employee who is convicted of any offense set forth above to satisfactorily participate and complete a drug use/abuse assistance or rehabilitation program as a condition of continued employment with the Tribe.
- (6) Violation of this Policy will result in disciplinary action, up to and including the termination of employment.

### **Drug Testing**

All initial offers of employment with the Tribe will be made contingent upon satisfactory completion of a pre-employment controlled substance screen (bodily fluid testing). Employees who have been laid off for thirty (30) days or more will be required to submit to drug testing prior to resuming employment. Positive test results shall not bar re-application at a later time, but will result in the denial of employment. The waiting period for re-application following a positive test result shall be one year or upon completion of a rehabilitation program.

Individuals will be notified in advance, in writing of their pre-employment testing date, time, and location. Any individual who reports for a test and after a three-hour period fails to submit a specimen will be informed that the refusal constitutes a positive result.

Any individual who submits a sample that is rejected by the laboratory due to being diluted, will be required to immediately report back to the clinic for a repeat test. Should this occur three times in a row, a physician's note indicating the medical condition that is causing the dilution shall be required or the individual will not be hired for the position.

If an individual cannot make it to a test they must notify Human Resources as soon as possible so the appointment can be rescheduled. Under no circumstances may an Employee contact the Clinic directly to change an appointment.

Any employee found to be in violation of this policy, or who refuses to submit to a search or urine and/or blood analysis, shall be subject to disciplinary action, up to and including termination. All employees are expected to cooperate with any investigation regarding this policy. Failure to cooperate, providing false information or omitting information may subject any employee to disciplinary action, up to and including termination.

If the Tribe has reasonable suspicion to believe that an employee is (1) intoxicated or under the influence of controlled substances or alcohol or (2) has used controlled substances or alcohol on the Tribe's premises or during working time, the employee may be directed to undergo an immediate physical examination, including controlled substance and/or alcohol testing at an independent licensed laboratory, to determine the employee's compliance with this Policy and fitness for duty. A reasonable suspicion may be based upon the employee's

appearance, behavior, body odors, and speech or upon other factors constituting reasonable suspicion. In order to protect customer safety and health, to preserve professional reputation, and to insure the fitness for duty of all employees, the Tribe may direct any employee to submit to the discretionary drug or alcohol testing to detect the current use or abuse of alcohol or controlled substances at any time.

Testing will be administered at a laboratory selected by the Tribe. When an employee is directed to undergo testing because the Tribe possesses reasonable suspicion that the employee is intoxicated or under the influence of controlled substances or alcohol, the employee shall be transported to the laboratory by another person designated by the Tribe.

If the Tribe directs an employee to undergo controlled substance or alcohol testing based on a reasonable suspicion, the employee will be placed on unpaid leave from the time of the initial testing until test results are received and reviewed by the Tribe. In the event controlled substance and alcohol screen results are negative, the Tribe may convert the unpaid leave to a paid leave.

An employee who submits to testing will be tested for alcohol (only for reasonable suspicion testing), amphetamines, barbiturates, benzodiazepines, cannabinoids, cocaine, methadone, and opiates. Positive test results for these substances will be considered unacceptable.

Any positive test results shall be automatically confirmed by a gas chromatography-mass spectrometry (GC-MS) test. If the GC-MS results are positive, the employee may designate a qualified testing laboratory whose work product is of a quality acceptable to the Tribe to test the original bodily fluid sample independently at the employee's expense. The Tribe will arrange delivery of the sample to designated laboratory. Any employee who thinks that they will request independent testing, must request and pay for split sampling at the time they are sent for testing.

Any employee whose test results are positive for the presence of any of the specified substances will be given a reasonable opportunity to explain or present exculpatory evidence in writing before any results are reported or disciplinary action is taken. Regardless of the explanation or evidence presented, the Tribe retains the absolute and exclusive right to determine the extent to which an employee will be disciplined, and such discipline may include termination or not hiring the applicant.

In the event an employee whose test results are positive for the presence of any of the specified substances could, in the opinion of the Tribe, benefit from a rehabilitation program, the employee may be offered the opportunity to participate in a rehabilitation program. If appropriate, in the sole determination of the Tribe, the employee may be given unpaid time off to participate in the program. Full cooperation, participation in and completion of any rehabilitation program begun by the employee will be required as a condition of continued employment. No employee involved in a rehabilitation program will be permitted to return to work at the Tribe until laboratory bodily fluid tests arranged by the Tribe are negative for the presence of all of the specified substances. Any employee returning to work after successful completion of a rehabilitation program may be required as a condition of continued employment to specifically agree to submit to bodily fluid testing at the direction of the Tribe, at any time for a specified period of time to be determined on a case-by-case basis.

The Tribe will use every effort to maintain the confidentiality of individual test results and participation in rehabilitation programs by an employee.

### **Employee Awareness and Assistance**

The Tribe has established a drug-awareness program for the benefit of its employees. The Tribe shall make information available regarding the dangers of controlled substance and alcohol use and abuse in the workplace to any employee who wishes such information. Any employee who feels that he or she has an alcohol or a controlled substance use or abuse problem and needs assistance with the problem may request a meeting with the Executive Director of Health and Human Services, the administrator of the Tribe's drug awareness program, for assistance. At the employee's request, the Tribe will provide referrals to outside professional counselors and

programs for diagnosis and therapy. Any inquiry regarding assistance with alcohol or controlled substance use or abuse problems will be kept in confidence by the Tribe.

Employees who seek professional counseling, treatment or rehabilitation for alcohol or substance abuse related problems will not be adversely impacted by their acknowledgment of a problem. To the extent required by law, the Tribe will make a reasonable accommodation for applicable leave or unpaid time off for an employee provides acceptable documentation that he/she is attending any such program on a regular basis. Participation in therapy or rehabilitation shall not excuse any violation of this Policy.

An employee may use earned and accrued paid time off for the purpose of entering and participating in an alcohol or drug rehabilitation program. However, an employee shall not earn and accrue salary or benefits while on leave of absence. Group health insurance may be continued if the employee pays the cost of the premium during the leave of absence.

The Tribe will make an effort to reasonably accommodate an employee returning from a leave of absence granted pursuant to this policy by placing the employee in the same position or in a similar position to that previously occupied by the employee at the same or similar rate of pay, provided that such accommodation does not impose undue hardship on the Tribe and provided that such accommodation does not, in the opinion of the Tribe, subject the employee, co-employees or the general public to risk of injury or harm. If no current openings are available when the employee is able to return to work, the employee will be placed on a preferred re-hire list for future positions.

Any employee who believes he or she has a controlled substance or alcohol dependency problem is also urged to contact in confidence a Drug or Alcohol Abuse Hotline.

### **Closing**

This policy has been instituted in order to assure the maximum safety and well-being of all employees, the public and other personnel. Your assistance and cooperation toward the achievement of this goal is vitally important. The Tribe regrets any inconvenience that this policy may cause but believes it necessary for the overall well being of all employees.

**\*\* SAMPLE FORM \*\***

**CONSENT FOR ALCOHOL AND CONTROLLED SUBSTANCE TESTING  
AND  
INDEMNIFICATION AGREEMENT**

(To be completed by employee at time sent for testing)

I hereby consent and agree to give a sample of my urine or breath in accordance with the Tribe's Substance Abuse and Control Policy and Procedure. I understand that the purpose of performing any test necessary is to determine the presence of controlled substances or alcohol in by body and compliance with Tribe policy and/or any applicable government regulations. I authorize the Tribe's medical review officer and/or designated testing laboratory to order on behalf of the Karuk Tribe such laboratory tests as may be necessary to determine the presence of drugs or alcohol in my body.

I agree to indemnify and hold harmless and defend the Karuk Tribe and its officers, directors, agents and employees from and against any and all liability, losses, claims, lawsuits, judgments, obligations, costs, damages or expenses, including attorney's fees, which any of the indemnified persons may sustain or suffer as a result of or arising out of any test necessary to determine the presence of controlled substances and/or alcohol in by body and release and use of the results thereof.

Sample Form Only

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Employee

Sample Form Only

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Employee's Signature

Sample Form Only

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Date

**\*\* SAMPLE FORM \*\***

**AUTHORIZATION FOR RELEASE OF MEDICAL INFORMATION**

(To be completed by applicant/employee at time sent for testing)

I hereby authorize \_\_\_\_\_, a testing laboratory, to release to The Karuk Tribe or its designated agents the results of the laboratory tests to which I have consented for the purpose of determining the presence of controlled substances or alcohol in my body. I expressly understand and agree that The Karuk Tribe will utilize the results of these tests in connection with making a decision concerning my compliance with Tribe policy and/or a decision concerning my continuing employment at The Karuk Tribe. Other than for the purpose of making a determination concerning my compliance with Tribe policy and/or my continued employment at the Tribe, I understand that the Tribe shall not use or further disclose the medical information released pursuant to this authorization unless further expressly authorized by me or unless such disclosure is required by law. This authorization shall become effective immediately and remain in effect for a period of 90 days after the date executed. I understand that I have the right to receive a copy of this authorization and the results of the controlled substance test or alcohol upon request.

Sample Form Only

\_\_\_\_\_  
Applicant/Employee

Sample Form Only

\_\_\_\_\_  
Applicant/Employee's Signature

Sample Form Only

\_\_\_\_\_  
Date



## ATTACHMENT A

### **Hiring Policy**

#### **1. Posting of Job Vacancies**

All job descriptions must be approved by the Tribal Council prior to posting. Notices of all job vacancies within the Karuk Tribe shall be posted. Variances from these posting requirements shall only be authorized with approval from the Tribal Council. The procedure for posting vacancies is as follows:

- **Regular Postings:** Minimum of ten (10) calendar day posting. All positions are available to anyone interested in applying. Positions will be granted to the most qualified applicant as determined by the Interview Committee.
- **Emergency Postings:** Minimum of four (4) calendar day posting. (Necessity of emergency posting will be justified by the Department Director/Supervisor of the vacant position in writing).
- **Emergency Hires:** Will be done with the consensus of the appropriate Executive Director (HHS, KTHA, or KCDC), Human Resources Manager, TERO Director, and the Department Director/Supervisor in true emergency situations. Emergency hires can only be done for temporary appointments.

#### **2. Application/Interview Process**

All applications shall be received by the Human Resources Manager or his/her designee. Applications will be retained on file for one year before being purged.

After a posting has closed, applications shall be reviewed by the Supervisor (and Department Director if necessary), Human Resources, and TERO. Qualified applicants shall be selected from the pool to be interviewed based on the qualifications required in the position description. If requested by the Supervisor, skills testing (mathematical, clerical, technical, etc.) may be conducted to determine which applicants are qualified. Interview questions shall be developed and/or reviewed by the Supervisor prior to the interviews being held.

A date, time, and location shall be set for the interviews to be held and an Interview Committee will be comprised that includes the Supervisor, Human Resources, TERO, and a Council Member (a Board Member from KTHA or KCDC will be included for positions for those entities and a Policy Council Member for Head Start positions). Additional committee members beyond these will only be included for upper levels positions. The Human Resources Manager shall serve as a member of the Committee in order to oversee compliance and consistency in interviewing. The TERO Representative shall serve as a member of the Committee in order to ensure that Tribal Preference is observed.

All applicants will be notified by mail or phone to inform them if they were or were not selected for an interview. All interviews will be held in a standard format with all applicants being afforded equal time and consideration by the Interview Committee.

Interview packets shall be compiled by the Human Resources Manager or his/her designee and forwarded to the Interview Committee. Packets are to be returned to the TERO Director following the interviews and kept on file for one year after the interviews have been held before being purged.

An Interview/Selection Summary form shall be completed documenting the review, interview, and selection process for each position filled. These forms shall be forwarded to the TERO Commission on a monthly basis and retained in the position file for one year before being purged. The Interview Committee shall have the option of selecting a second choice applicant which will remain eligible for placement in the position should the first choice decline or vacate within the first 90 days of employment.

Upon the decision of the Interview Committee, the Human Resources Manager will notify all applicants by mail or phone of the results of their interview. The Human Resources Manager or his/her designee shall schedule/re-schedule all Urine Drug Screens for selected individuals and notify the Department Director/Supervisor of the results upon receipt and coordinate new employee orientation with the Supervisor and Health Program, when necessary.

Upon hiring any individual who has an outstanding debt to the Karuk Tribe, Karuk Tribe Housing Authority, or Karuk Community Development Corporation, as a condition of employment, the individual will be required to pay any outstanding debt in full, or shall make appropriate arrangement for payroll deductions at a mutually agreed upon amount toward such debt.

For upper level positions (physicians, dentists, senior management), the Human Resources Manager has authorization to coordinate and provide airfare and lodging accommodations for out of the area applicants if requested either by making the accommodations directly or upon submission of valid receipts. This shall include rental cars if necessary. Applicants will be responsible for their own meals and incidentals and any gasoline costs.

### **3. Tribal Preference**

In accordance with the Tribal Employment Rights Ordinance (TERO), Tribal preference will be observed in hiring. For positions with the Karuk Tribe Housing Authority, Section 7(b) of the Indian Self-Determination and Education Assistance Act (Title 25 USC, Section 450 e(b)) will also be observed.

### **4. Layoffs**

An employee may be laid off whenever it is deemed necessary. All employees are employed at-will and may be terminated with or without cause and with or without notice. Seasonal layoffs may follow a separate procedure due to the temporary nature of the position.

Affected employees will be notified of impending layoffs either verbally or in writing.. The notification process will identify any options the employee may have for reassignment and subsequent re-employment.

Seniority, performance and the type of appointment may be considered in the determination of any layoffs. Karuk Tribe reserves the right to make layoff determinations in its sole and absolute discretion and intends to follow all applicable laws in the processing of layoffs.

In the event an employee who is notified of layoff chooses to end their employment earlier than expected, that employee shall communicate this decision to the Supervisor immediately. Any employee who fails to report to work after notification of a layoff may be subject to immediate termination of the employment relationship.

## **ATTACHMENT B**

### **Harassment Policy**

The Karuk Tribe intends to provide a work environment that is pleasant, healthful, comfortable, and free from intimidation, hostility or other offenses which might interfere with work performance. Harassment of any sort - verbal, physical, visual - will not be tolerated.

#### **What Is Harassment**

Harassment can take many forms. It may be, but is not limited to: words, signs, jokes, pranks, intimidation, physical contact, or violence. Harassment is not necessarily sexual in nature.

Sexually harassing conduct may include unwelcome sexual advances, requests for sexual favors, or any other verbal or physical contact of a sexual nature that prevents an individual from effectively performing the duties of their position or creates an intimidating, hostile or offensive working environment, or when such conduct is made a condition of employment or compensation, either implicitly or explicitly.

#### **Responsibility**

All Karuk Tribal employees, and particularly managers, have a responsibility for keeping our work environment free of harassment. Any employee who becomes aware of an incident of harassment, whether by witnessing the incident or being told of it, must report it to their immediate manager or any management representative with whom they feel comfortable. When management becomes aware that harassment might exist, it is obligated by law to take prompt and appropriate action, whether or not the victim wants the Tribe to do so.

#### **Reporting**

Any incidents of harassment must be immediately reported to a manager or other management representative. Appropriate investigation and disciplinary action will be taken. All reports will be promptly investigated with due regard for the privacy of everyone involved. Any employee found to have harassed a fellow employee or subordinate will be subject to severe disciplinary action or possible discharge. The Karuk Tribe will also take any additional action necessary to appropriately remedy the situation. No adverse employment action will be taken for any employee making a good faith report of alleged harassment.

The Karuk Tribe accepts no liability for harassment of one employee by another employee. The individual who makes unwelcome advances, threatens, or in any way harasses another employee is personally liable for such actions and their consequences. The Karuk Tribe will not provide legal, financial or any other assistance to an individual accused of harassment if a legal complaint is filed.

/s/Russell Attebery

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Tribal Council Chairperson

## ATTACHMENT C

### **Karuk Tribal Head Start Personnel Policy Amendments**

#### **Annual Leave**

Employees must have met the initiation period as a regular staff member to be considered for the paid vacations. All employees will receive annual leave in the following manner:

- a. Each individual employee shall receive two weeks paid vacation during the Christmas Break with the same schedule as the Holiday Schedule of the Head Start Center in which they are employed.
- b. Each individual employee shall receive one week paid vacation during the Easter/Spring Break with the same schedule as the Easter/Spring Break of the Head Start Center in which they are employed.
- c. Exceptions to the individual's time off will be made upon notifying immediate supervisor and permission granted by the immediate supervisor and permission granted by the immediate supervisor.

#### **Sick Leave**

Employees must have met the initiation period as a regular staff member. All employees shall receive sick leave in the following manner:

- a. Employees shall receive nine days per school year of paid sick leave.
- b. All other sick leave shall be granted only when cause has been justified and cleared by the Head Start Director, and/or Policy Council, and/or Tribal Council.

#### **Special Leave**

Bereavement Leave for immediate family members shall consist of five additional days to the current nine days of sick leave.

**(These amendments are required as Head Start Employees only work 9-10 months a year)**

#### **Staff Selection**

Policy Council shall review the personnel policies of the Karuk Tribe at the beginning of their yearly term. Approval or any changes regarding Head Start personnel policies shall be submitted to the Tribal Council for discussion or approval.

Staff recruitment, selection, and grievance procedures for Head Start shall follow the procedures of the Karuk Tribal personnel policies with the following exceptions:

During job interviews for Head Start positions there shall be a Policy Council member present or a parent representative. Once the selection has been made the Policy Council shall approve or disapprove the decision of the hiring committee. Previous Head Start parents will be given preference in hiring for Head Start positions, provided they meet the requirements of the position. This policy in no way changes or supersedes the TERO Ordinance and this preference will be subordinate to Tribal Preference in hiring.

#### **Termination**

The termination of a Head Start employee must be approved by the Head Start Policy Council. The termination must be a result of a recommendation of the immediate supervisor or the Head Start Director. The supervisor must follow the Tribal Personnel Policies, Section 8.0 Employee Action.

#### **Grievance**

The Head Start Employees must follow the Open Door Policy, Section 9.0 of the Tribal Personnel Policies.

#### **Internal Dispute Resolution**

A procedure for Tribal Council and Policy Council disputes and/or a situation such as an impasse is in the Policy Manual of the Head Start Program.

## ATTACHMENT D

### **Equal Employment Opportunity Policies**

The Karuk Tribe will provide equal employment opportunity without regard to race, color, sex, age, disability, religion, national origin, marital status, sexual orientation, ancestry, political belief, or activity, or status as a veteran, with the exception of the Tribal Preference, as stated in the Tribal TERO Ordinance shall be observed in all hiring decisions.

The policy applies to all areas of employment, including recruitment, hiring, and training and development, promotion, transfer, termination, layoff, compensation benefits, social and recreational programs, and all other conditions and privileges of employment in accordance with applicable Tribal and federal law.

It is the policy of the Karuk Tribe to comply with all the relevant and applicable provisions of the Americans with Disabilities Act (ADA). The Karuk Tribe will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person's physical or mental disability. The Karuk Tribe also will make reasonable accommodation wherever necessary for all employees or applicants with disabilities, provided that the individual is otherwise qualified to safely perform the duties and assignments connected with the job and provided that any accommodations made do not require significant difficulty or expense.

Equal employment opportunity notices are posted on appropriate employee bulletin boards as required by law. The notice summarizes the rights of employees to equal opportunity in employment and lists the names and addresses of the various government agencies that may be contacted in the event that any person believes that he or she has been discriminated against.

Management is primarily responsible for seeing that the Karuk Tribe's equal employment opportunity policies are implemented, but all members of the staff share in the responsibility for assuring that by their personal actions the policies are effective and apply uniformly to everyone.

Any employees, including managers, involved in discriminatory practices, will be subject to discharge.

/s/Russell Attebery

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Tribal Council Chairperson

## ATTACHMENT E

### **Employee Identification Policy**

#### **Purpose**

The wearing of picture identification tags allows visitors and/or patients to identify by names and titles who is providing their service or care. The wearing of picture identification tags is a security measure for all Tribal facilities, which promotes confidentiality and privacy. For this reason, all employees and Council members will be required to wear an identification tag and all visitors, consultants, students and volunteers will be required to wear an identification pass.

#### **Policy**

During working hours all Tribal employees, including Karuk Tribe Housing Authority and Karuk Community Development Corporation, and Council members will wear picture identification tags clearly labeling their name and title. Tags shall be worn where other staff, visitors or patients can easily view them.

Visitors, consultants, students and volunteers shall wear an identification pass while providing Tribal services.

#### **Employee Tags and Holder Identification**

- Tags and holders are horizontal; and
- They require a strap with a clip; and
- They are 2 <sup>3</sup>/<sub>4</sub>" high by 3 <sup>1</sup>/<sub>4</sub>" wide.

#### **Stop Light Policy**

<b>Color</b>	<b>Access</b>	<b>Positions</b>
Green	<b>Go:</b> Clinic, and Health/Admin. Office Access: Access To Exam Rooms Only When Necessary	Providers, Health Staff, Clinic Transporters, Social Services
Yellow	<b>Caution:</b> Office Access Only: No Clinic Exam Rooms or Health Office Areas **	Office Personnel, Council Members, KTHA, KCDC
Red	<b>Stop:</b> Escort Required	Non Employees, Visitors

\*\* Unless your office is located in a Health Building.

#### **Issues/Renewals**

All Tribal employees and Council members will be issued identification tags upon hire or election. Picture identification tags shall be issued through the Tribal Enrollment Office. Color-coded straps shall be issued through the Personnel Department. New employee and Council member identification tags will be issued only for a one-year period. Thereafter, they will be issued for a four-year period. Employees may renew their identification tags ten (10) days prior to expiration.

#### **Position Changes/Termination**

Employees and Council members may request new identification tags when their position title changes, their name changes, their current tag has become worn and unreadable or they have lost their tag. Identification tags must be surrendered before a new one is issued. Identification tags must be surrendered to Supervisor or Personnel Department upon resignation, termination or lay off. Surrendered and expired identification tags shall become the property of the Personnel Department and will be placed in your Personnel File.

### **Visitor Identification Policy**

Visitors, consultants, students and volunteers must obtain an identification pass from the receptionist before gaining access into Tribal facilities. They shall wear their identification pass on the right or left shoulder where staff members can easily view them. The Receptionist, Program Manager or CQI Director must sign pass, write in purpose of visit and fill in pass expiration date before it is valid.

Identification passes shall be color-coded. Green shall be issued to health care consultants, students and volunteers providing health services, which will allow them to walk around the clinic freely. Yellow and red will be issued in accordance with the department in which they are assigned.

### **Visitor Tag Identification**

- Tags and holders are vertical; and
- Holders have a permanent clip; and
- Both are 3 <sup>3</sup>/<sub>4</sub>" high by 2 <sup>1</sup>/<sub>4</sub>" wide.

### **Staff Responsibility**

It is the responsibility of all employees and Council members to stop any person without an identification tag and:

- Send them to the Receptionist to get one; or
- Ask them to leave the facility.

It will be the practice in Tribal facilities that reception area doors leading to office areas will be locked at all times to allow staff the ability to monitor the flow of visitors throughout the building and ensure that passes are issued accordingly.

An incident report should then be completed and sent to the CQI Department.

### **Supervisory Responsibility**

As with all Tribal polices employees will be required to follow these procedures and failure to do so will result in disciplinary action. Supervisors will be required to enforce this policy with their staff.

/s/Russell Attebery

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Tribal Council Chairperson

## ATTACHMENT F

### **Karuk Community Development Corporation Personnel Policy Amendments For Tribal Enterprises**

Tribal Enterprises that rely on earned revenues for funding will follow policies address below, as established by KCDC Board of Directors and Executive Director. Industry standards, Tribal TERO Ordinance, and Tribal Policies will serve as a guideline for creating and implementing enterprise policies.

Enterprises must operate based on customer service, available cash flow funding, etc. and are not funded from program budgets, they require different policies. The following areas are necessary variances from standard Tribal policies:

1. **Overtime/Holiday Policy**: Overtime for enterprises will be allowed at the Executive Director’s discretion.  
  
KCDC Executive Director will determine operating schedule (daily hours, days of the week and holiday schedule) for each enterprise.
2. **Fringe Benefits**: Industry standards will be used as a guideline for the KCDC Board of Directors and Executive Director to determine what fringe benefit package will be offered to each level of employee, for each enterprise.
3. **Hiring Policy**: KCDC Executive Director and business managers will oversee hiring consistent with industry standards and in the “spirit of TERO” (to hire qualified TERO candidates, in order of preference, when feasible).
4. **Part Time/Full Time/Temporary Status**: Enterprises will maintain employment based on need and funding availability.

**Other variances from Tribal Policy specifically for Tribal Enterprises shall be set by the Karuk Community Development Board of Directors and approved by the Tribal Council.**



## **ATTACHMENT G**

### **Workplace Violence Prevention – Zero Tolerance Policy**

#### **Purpose**

The Karuk Tribe is committed to having a work environment that is free from violence and theft. Acts of disruptive behavior, intimidation, threats or violence will not be tolerated or ignored. For the purpose of this policy, violence and threats of violence include, but are not limited to, the following behaviors:

#### **Disruptive Behavior**

An act or communication that disturbs, interferes with, or prevents normal work functions or activities. Disruptive behavior includes yelling, using profanity, waving of arms or fists, or verbally abusing others; making inappropriate demands for time and attention; making unreasonable demands for action (example: when an employee approaches a supervisor or co-worker with a problem or complaint and demands an immediate resolution that is acceptable to him/her).

#### **Intimidation**

An act towards another person, the purpose of which is to coerce, and the result of which could reasonably cause the other person to fear for his/her safety or the safety of others.

#### **Threats of Violence**

A communicated intent to inflict physical or other harm on any person or on property.

#### **Act of Violence**

Exercise use of physical force against another person or against property.

#### **Policy**

All acts of disruptive behavior, intimidation, threats or acts of violence will be considered serious misconduct and will be the basis of disciplinary action, up to and including termination. If warranted, acts of disruptive behavior, intimidation, threats or acts of violence will be referred to legal authorities.

#### **Employee Responsibility**

1. All Karuk Tribe employees are responsible for using safe work practices, for following directives, guidelines and procedures and for assisting in maintaining a safe and secure work environment.
2. Do not bring any weapons, drugs, or alcohol to the workplace.
3. Follow entry and exiting the workplace security systems instruction. Keep all security doors closed and locked. Safeguard security codes.
4. Secure and guard company real, office furniture, business machines, medical/dental equipment and machines, computer hardware and software, records, and office supplies.
5. Report any burned-out lighting or notify their Supervisor and/or Safety Committee Member of inadequately lighted areas.
6. Secure and guard personal valuables (purses, wallets, and jewelry).

## Policy Manual Acknowledgement

This is to acknowledge my understanding, as a new employee of the Karuk Tribe, that I am entitled to access an approved, current electronic version of the Karuk Tribe's Personnel Policy Manual, Travel and Vehicle Use Manual, and Fiscal Policies and Procedures Manual at any time by accessing the Tribe's website at ([www.karuk.us](http://www.karuk.us)) and then clicking on Forms.

I also acknowledge that the Manuals are available to me, promptly and free of charge, upon request to the Human Resources Manager.

I understand that I am responsible for accessing the Manuals, reviewing the policies and procedures contained in them (including At Will, Substance Abuse and Control, Harassment, and Zero Tolerance), and abiding by them as a condition of my employment with the Karuk Tribe.

I further understand that the Manual(s) do now, and at all times during my employment with the Tribe as an employee, contain the authorized Tribal representation to me as to the continuation and/or termination of my employment, and as to the other terms and conditions of employment referenced in the Manual(s), except for any direction issued by the Tribal Council in their authorized authority.

Any employee, officer or agent of the Karuk Tribe who is found to be in violation of the Karuk Tribe's policies and procedures are subject to disciplinary action, up to and including termination of their employment, and possible civil or criminal penalties.

I also understand that the Manual(s) provide the method(s) for resolution of employment issues and claims raised by me or any other person concerning an adverse employment decision, or action (including but not limited to, termination or layoff from employment) the resolution of which may involve the application or interpretation of the Manual(s).

As an employee of the Karuk Tribe, I hereby consent to the jurisdiction of the Karuk Tribe, these Policies and Procedures, and other applicable Tribal Ordinances, Laws, and Policies for any and all disputes in connection with my employment.

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Employee Name (Print)

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Employee's Signature

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Date

**To Be Signed and Dated During New Employee Orientation**

## **Substance Abuse Control Policy and Procedure Acknowledgment**

I hereby acknowledge that I have received a copy of the Karuk Tribe's Substance Abuse Control Policy and Procedure. I understand and agree that it is my responsibility to read and familiarize myself with it and abide by it. I also understand that as a condition of employment I will be required to submit to testing under the policy and sign the Tribe's authorization and medical information release forms.

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

**To Be Signed Annually During Employee Evaluation**

**Harassment Policy Acknowledgment**

I hereby acknowledge that I have received a copy of the Karuk Tribe’s Harassment Policy. I understand and agree that it is my responsibility to read and familiarize myself with it and abide by it.

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Employee’s Signature

\_\_\_\_\_  
Date

**To Be Signed Annually During Employee Evaluation**