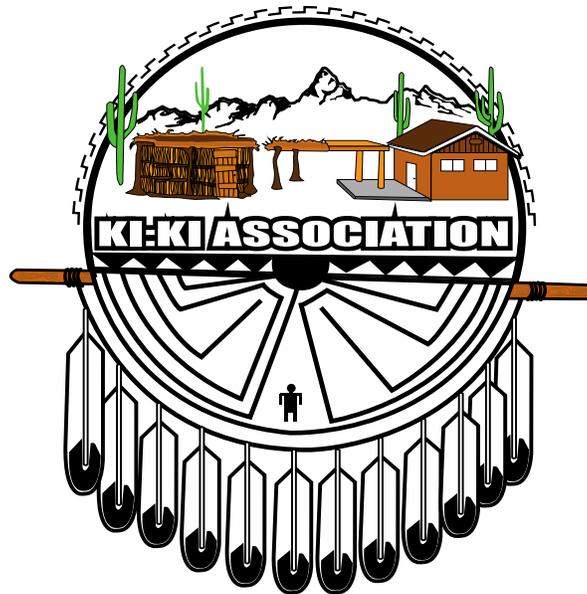


TOHONO O'ODHAM KI:KI ASSOCIATION

SECTION 1

Human Resources Policies & Procedures



- 1) *Human Resources Policies & Procedures* - Approved by the Tohono O'odham Ki:Ki Association Board of Directors on June 17, 1999; Amended on May 21, 2000, September 11, 2001, November 15, 2002, June 21, 2003, October 8, 2004; Revised and Approved by the Tohono O'odham Ki:Ki Association Board of Directors on February 11, 2009 by Resolution # 02-01-09; Amended by the Tohono O'odham Ki:Ki Association Board of Directors on October 14, 2013, by Resolution No.: 10-01-13; Amended by the Tohono O'odham Ki:Ki Association Board of Directors on December 11, 2017, by Resolution No.: 12-04-17; Amended by the Tohono O'odham Ki:Ki Association Board of Directors on August 27, 2018, Resolution No.: 08-05-18; Amended by the Tohono O'odham Ki:Ki Association Board of Directors on January, 27,2020, Resolution No.: 01-06-20; Revised and Approved by the Tohono O'odham Ki:Ki Association Board of Directors on January 26, 2026 by Resolution # 01-03-26.
- 2) *Substance Abuse Policies & Procedures* - Amended by the Board of Directors on November 5, 2004 by Resolution No. 11-01-05.

- 3) *Property & Equipment Policies & Procedures* - Pending Approval, Revised: January 30, 2012.
- 4) *Non-Agency Owned Equipment/Appliance Policies & Procedures* - Pending Approval, Revised: January 30th, 2012.
- 5) *Communication Policies & Procedures* - Effective Date January 1, 2012; Revised December 12, 2011.

Tohono O’odham Ki:Ki Association

Human Resources Mission Statement

Human Resources shall serve TOKA employees as a source of reliable information, counseling and expertise, and it shall provide the highest quality of service with integrity, responsiveness and sensitivity through comprehensive programs that display a thorough understanding of all aspects of the Human Resources profession, projecting an enthusiastic interest in the needs of TOKA and our employees.

Tohono O’odham Ki:Ki Association

Human Resources Vision Statement

To be a model and leader in Human Resources as a resource, training entity, service provider and solution generator that enables and transforms the way our employees conduct business, manage, distribute and communicate information.

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SECTION 1 – HUMAN RESOURCES POLICIES & PROCEDURES

CHAPTER 1 – HUMAN RESOURCES POLICIES & PROCEDURES

1. Purpose

The purpose of these Human Resource Policies & Procedures is to establish a clear understanding between the employee and employer, the Tohono O’odham Ki:Ki Association (“TOKA”), that certain responsibilities and duties are expected from both parties. Through the Indian Housing Plan ("IHP"), the TOKA has identified and established its goals and objectives in carrying out its responsibilities as the Tribally Designated Housing Entity of the Tohono O'odham Nation and providing housing opportunities and services to the members of Tohono O'odham Nation by hiring qualified employees to carry out its goals and objectives. TOKA Employees are expected to uphold high standards of conduct, professionalism and competence and to perform their respective job duties in a manner that promotes ethics, respect and understanding. This policy provides the framework for achieving the intended purpose.

2. General

- A. All TOKA employees are subject to these Human Resource Policies & Procedures, regardless of employment status. Where necessary, some sections indicate non-applicability based on employment status.
- B. TOKA by resolution of its Board of Directors hereby adopts these Human Resources Policies and Procedures and establishes a Human Resources system that:
 - 1) Provides a lawful and effective structure for attracting, retaining and developing qualified and competent employees;
 - 2) Establishes an organizational framework in which Human Resources’ actions are based on merit, free of unlawful and political considerations; and
 - 3) Establishes standards and guidelines for Human Resources Administration that can and shall be applied in a fair, equitable and consistent manner throughout the organization.
- C. The policies and procedures contained herein are effective only upon approval by resolution of the Board of Directors. No revisions, changes, additions or deletions to the policies or procedures contained herein shall apply retroactively.
- D. TOKA, through its IHP and pursuant to the Native American Housing Assistance and Self-Determination Act of 1996 ("NAHASDA"), has

informed the Tohono O'odham Nation's government of its goals and objectives to provide housing and housing services to the Nation's people and communities.

- E. These Human Resources Policies and Procedures are not intended as, nor should they be interpreted as, an employment contract, or as an offer or guarantee of employment for any specific length of time to any employee, but rather simply outline rules, procedures and policies for the guidance of employees, so that all employees may operate with the same understanding of TOKA's expectations. To illustrate:
 - 1) No individual employee or representative of TOKA, other than its Board of Directors, has the express or implied authority to enter into any employment contract or guarantee employment for any specific length of time with any person. All employees without such employment contracts are "at-will" employees.
 - 2) Additionally, no employment contract or guarantee of employment for a specific length of time shall be valid and enforceable without an appropriate resolution of the TOKA Board of Directors and the written signature of the Chairperson of the TOKA Board.
- F. The Human Resources Policies and Procedures are not intended, nor should they be interpreted as, a waiver, relinquishment, restriction or limitation of the sovereign immunity of the Tohono O'odham Nation or TOKA.
- G. The Human Resources Policies and Procedures are subject to change at any time for any reason with the approval of the TOKA Board of Directors.
- H. Should any article, paragraph, sentence, clause or phrase of these policies and procedures (or application of same to any circumstance, group or individual) be declared illegal, unconstitutional or invalid for any reason, the remainder of these policies and procedures shall not be affected.
- I. Any element of these policies and procedures that is or comes in conflict with or is or becomes inconsistent with any applicable Federal, State, or Tribal law(s) or regulation(s) shall immediately cease to apply.
- J. The following shall be exempt from these Human Resources Policies and Procedures:
 - 1) Members of the TOKA Board of Directors;
 - 2) Contractors; and
 - 3) Others deemed exempt by the TOKA Board.

K. TOKA departments may adopt departmental rules and procedures, so long as such rules and procedures are not contradictory with these Human Resources Policies and Procedures to administer Human Resources matters unique to their department, only with the written approval by the Human Resources Director and the Executive Director.

3. Indian Preference

TOKA shall give preference in employment, training, and contracting to Indian applicants, Indian employees, pursuant to Section 7(b) of the Indian Self-Determination and Education Assistance Act of 1968, 25 T.J.S.C.A. 450(e)(b), 24 C.F.R. 1000, as provided for under NAHASDA, as well as pursuant to the Nation's Tribal Employment Rights Ordinance (“TERO”), Section 3, Indian Preference in Employment.

4. Equal Opportunity Employment

Except as required by our Indian Preference obligation, the TOKA provides equal employment opportunities to all employees and applicants for employment without regard to race, color, Tribal affiliation or membership, sex, age, disability, religion, national origin, marital status, sexual orientation, ancestry, political belief or activity, or status as a veteran in accordance with applicable federal and Tribal laws. This policy applies to all areas of employment, including: recruiting, hiring, placement, training and development, promotion, demotion, transfer, termination, lay off, recall, leaves of absence, compensation, benefits, social activities, and all other conditions and privileges of employment.

5. Harassment

- A. The TOKA is committed to providing a work environment that is free from discrimination based upon the characteristics protected by these policies and by Federal, State, or Tribal law.
- B. The TOKA expressly prohibits any form of employee harassment based on an individual's race, color, ethnicity, national origin, Tribal membership, age, religion, gender, sexual orientation or other legally protected characteristics. This prohibition applies to all TOKA employees and/or personnel, including any Director, manager, supervisor, co-worker, vendor or client.
- C. The TOKA will not create or tolerate harassment or any activity that is based upon a legally protected characteristic that has the effect of creating a hostile work environment in any form - verbal, written, physical or visual.

- D. Directors, managers, and supervisors (“Management”) will not take or fail to take Human Resources action as a reprisal against an employee for resisting or reporting any act of harassment, or tolerate any harassment based on a person's protected characteristics.
- E. Anyone who engages in harassing conduct, including Management, will be subject to discipline up to and including immediate discharge.
- F. Management is responsible for regularly reminding employees of this policy, and all employees are responsible for ensuring that the TOKA workplace is free of harassment.
- G. All the TOKA employees are responsible for preventing harassment that violates TOKA's policies. Human Resources will investigate the complaint and/or allegations of harassment or improper verbal or physical conduct to determine if the conduct is interfering with the employee's work performance or is creating an intimidating, hostile, or offensive work environment. Employees may raise concerns and make reports of harassment without fear of reprisal.

6. Sexual Harassment

Unwelcome sexual advances, requests for sexual favors, and other physical, verbal, or visual conduct based on sex is considered sexual harassment for the purposes of TOKA's policies.

For purposes of this policy, sexual harassment includes, but is not limited to, the following:

- A. Unwelcome sexual advances or invitations to engage in sexual activity.
- B. Unwelcome invitations or pressure to engage in sexual activity as a condition of employment or promotion; Verbal or physical conduct of a sexually harassing nature, including consensual touching or an act of physical aggression that creates a hostile work environment; and Non-verbal conduct, such as a display of sexually suggestive objects or pictures or obscene gestures (including computer accessing or downloading of sexually suggestive files).
- C. All the TOKA employees are responsible for preventing sexual harassment that violates TOKA's policies. Human Resources will investigate the complaint and/or allegations of sexual harassment or improper verbal or physical conduct to determine if the conduct is interfering with the employee's work performance or is creating an intimidating, hostile, or offensive work environment. Employees may

raise concerns and make reports of sexual harassment without fear of reprisal.

7. Disability Accommodation

A. Definitions:

- 1) Qualified Individual with a Disability - is one who meets the skill, experience, education, and other job-related requirements of a position held or desired, and who, with or without reasonable accommodation, can perform the essential functions of the job.
- 2) Disability - is defined as a physical or mental impairment that substantially limits one or more major life activities. An individual is considered to be disabled if he or she has impairment, has a record of such impairment, or is regarded as having such impairment.
- 3) Reasonable Accommodation - is any change in the work environment or in the way things are usually done that result in equal employment opportunity for an individual with a disability. The TOKA will make a reasonable accommodation to the known limitations of qualified applicant or employee with a disability unless the TOKA can show that the accommodation would cause an undue hardship on the operation business.
- 4) Undue Hardship - is defined as an action that is excessively costly, extensive, substantial, or disruptive, or that would fundamentally alter the nature or operation of the business.

B. It is the policy of the TOKA to not discriminate against a qualified person with a disability in matters related to employment.

C. An individual with a disability must be qualified to perform the essential functions of the job with or without reasonable accommodation.

D. No person involved in the employment screening or selection process of the TOKA shall ask job applicants about the existence, nature, or severity of a disability, yet he or she can ask about his or her ability to perform specific job functions.

E. Where an individual's disability impedes job performance, the TOKA will take steps to reasonably accommodate and thus help overcome the particular disability, unless doing so would impose an undue hardship on the TOKA.

- F. The TOKA will not prefer or select a qualified individual without a disability over an equally qualified individual with a disability merely because the individual with a disability will require a reasonable accommodation.
- G. Management is responsible for working with disabled employees in providing reasonable accommodations and coordinating these efforts with Human Resources. Management must also seek to ensure a work environment free from harassment based on disability.
- H. If an applicant or employee requests accommodation, the TOKA will engage in an informal process with the individual to clarify the individual's needs and determine if an appropriate reasonable accommodation can be made without undue hardship.
- I. All incidents and suspected violations should be reported immediately to Human Resources or the Executive Director.
- J. The TOKA will not classify applicants or employees in a way that adversely affects employment opportunities or status on the basis of disability.
 - 1) Human Resources will seek to ensure a fair employment process in all terms and conditions of employment.
 - 2) The TOKA may require a post-offer medical examination before the employee actually starts working. An offer of employment may be conditioned on the results of the examination, provided that all entering employees in the same job category are subjected to such an examination, regardless of disability, and that confidentiality is maintained. Only employees who meet the physical and psychological criteria for the job, with or without reasonable accommodation, will be qualified to receive confirmed offers of employment and begin working.
 - 3) Information obtained regarding the medical condition or history of the applicant will be collected and maintained on separate forms and in separate medical files and will be treated as a confidential medical record, except in the following instances where:
 - a) Management may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations;
 - b) First aid and safety personnel may be informed, when appropriate, if the disability might require emergency treatment; and

- c) Government officials investigating compliance with the Americans with Disabilities Act (ADA) will be provided relevant information on request.
- 4) Disability discrimination can include harassment based on disability, tangible employment actions, or other actions that create a hostile or intimidating work environment for those in the protected class.
- 5) The TOKA will not retaliate against any individual who opposed any unlawful act or practice, or because that individual made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing to enforce anti-discrimination laws.

8. Harassment & Discrimination Investigation

Any employee who feels that he or she has been subjected to or witnessed violation of TOKA's anti-harassment and anti-discrimination policies must use the following complaint procedure:

- A. Report the problem to the immediate supervisor. If the immediate supervisor is unavailable, or if it would be inappropriate to contact that person because the supervisor is the subject of the complaint, the complaint should be reported to the TOKA Human Resources Director.
- B. After a report is made, the employee will be asked to provide a signed and dated statement that details as specifically as possible the alleged harassment or discrimination. If possible, the written statement should include:
 - 1) The dates of the alleged harassment/discrimination;
 - 2) The number of times it occurred;
 - 3) An explanation of what happened, indicating whether the alleged wrong-doer was told that the conduct was unwelcomed;
 - 4) What harm resulted from the alleged conduct;
 - 5) People involved and/or witnesses, if any; and
 - 6) Any other pertinent information necessary for a thorough investigation.
- C. The TOKA Human Resources Director will investigate complaints of harassment or discrimination. The investigation will include, at a minimum, interviewing the complaining party, the alleged wrongdoer, and any other person as required to obtain sufficient, factual information upon which a determination can be made. All employees must cooperate with the investigation.

- D. Failure by any employee to cooperate with an investigation may result in immediate discharge. All complaints and investigations will be treated confidentially. Written statements will be signed and interviews may be recorded.
- E. If the investigation concludes that harassment and/or discrimination has occurred, the Human Resources Director or other investigator will report the findings along with a recommendation in writing to the Executive Director, and the TOKA will take prompt remedial measures to immediately end the offending misconduct:
 - 1) An employee who engages in conduct in violation of these policies will be subject to discipline up to and including immediate termination of employment.
 - 2) The complaining party will be advised of the final disposition of the complaint.
- F. If the investigation concludes that harassment or other misconduct did occur, the Human Resources Director or other investigator shall report the findings along with a recommendation in writing to the Executive Director.
- G. If the conclusion that no harassment or discrimination occurred is based on a finding that behavior, though inappropriate, was not discriminatory, the employee responsible for the inappropriate behavior may still be disciplined to assure the inappropriate behavior stops.

9. Religious Accommodation

- A. It is the policy of the TOKA to respect the religious beliefs and practices of all employees and to make, upon request, an accommodation for such observances when a reasonable accommodation is available that does not create an undue hardship on the TOKA.
- B. An employee whose religious beliefs or practices conflict with his or her job, work schedule, or with the TOKA's policies or practices on dress and appearance, or with other aspects of employment and who seeks a religious accommodation must submit a written request for an accommodation to his or her immediate supervisor for approval. The written request must include the type of religious conflict that exists and the employee's requested accommodation.
- C. The immediate supervisor shall evaluate the request for religious accommodation giving consideration to whether a work conflict exists due to a sincerely held religious belief or practice and whether an

accommodation is available which is reasonable and which would not create an undue hardship on the TOKA.

- D. An accommodation may include but is not limited to a change in job, using paid leave or leave without pay, allowing an exception to the dress and appearance code which does not impact safety or job performance, or reasonable changes to other aspects of employment.
- E. The immediate supervisor shall confer with his or her manager and with the Human Resources Director regarding any proposed religious accommodation.
- F. The immediate supervisor and employee shall meet to review the request, and the immediate supervisor's decision on a requested accommodation for the following:
 - 1) If the employee accepts the immediate supervisor's decision on the proposed religious accommodation, the immediate supervisor will implement the decision.
 - 2) If the employee rejects the immediate supervisor's decision on a proposed accommodation, he or she may appeal by filing a grievance pursuant to the TOKA's Appeal Policy under Chapter 2 Employment, Section 2.19, Appeal Policy, below.

10. Immigration and Employment Eligibility

In compliance with the Immigration and Reform and Control Act of 1986, the TOKA will hire only those individuals who are authorized to work in the United States. All individuals will be required to submit documented proof of their identity and employment authorization. All employees will also be required to complete and sign the Immigration and Naturalization Service Form I-9. Form I-9 requires you to attest that you are authorized to work in the United States and that the documents you submit are genuine.

- A. If you are authorized to work in this country for a limited period of time, before the expiration of that period you will be required to submit proof of your continued employment eligibility and sign another Form I-9 in order to remain employed.
- B. TOKA participates in E-Verify and will provide the Social Security Administration (SSA) and, if necessary, the Department of Homeland Security (DHS), with information from each new employee's Form I-9 to confirm work authorization.

CHAPTER 2 – EMPLOYMENT

1. At-Will Employment

A. All employees, except those who are party to a written contract of authorized employment, approved and signed by the TOKA Board of Directors, shall serve on an “at-will” basis. No existing or past practice or procedure, and no representation, written or oral, express or implied, including, without limitation, those contained in these policies, forms an employment contract between you and TOKA that would alter the “at will” character of your employment. No TOKA representative other than the TOKA Board of Directors shall have the legal authority to enter into any agreement contrary to the foregoing. “At-will” means:

- 1) An employee may terminate his or her employment with the TOKA at any time, for no reason or any reason, with or without notice.
- 2) The TOKA may terminate the employment of any employee at any time, for no reason, or for any reason not specifically prohibited by law, with or without notice and with or without progressive discipline.

2. Employment Requisition

A. Any immediate TOKA supervisor may initiate an Employment Requisition to fill an open position.

B. The immediate supervisor of the open position shall:

- 1) Complete the TOKA Employment Requisition Form (APPENDIX “A”);
- 2) Attach a job description that reflects the duties, responsibilities, and requirements for the open position; and
- 3) Obtain all necessary approvals including the approval signatures from the Immediate Supervisor, Human Resources Department, and Executive Director.

3. Employment Recruiting Procedures

A. Role of the Immediate Supervisor in the Employment Process:

- 1) The Immediate Supervisor of the open position shall serve as the project manager of the recruiting process.
- 2) The Immediate Supervisor of the open position shall provide direction to and cooperate with the Human Resources Director to:
 - a) Develop a recruiting plan;
 - b) Identify qualified applicants;
 - c) Interview applicants;
 - d) Identify others to conduct interviews;
 - e) Select the candidate for the position; and
 - f) Prepare offer details.

B. The Role of the Human Resources Department in the Recruiting Process:

The Human Resources Department Shall:

- 1) Provide technical counseling and advice to the immediate supervisor of the open position;
- 2) Identify recruiting resources;
- 3) Prepare contract for and place recruiting advertising;
- 4) Receive application submissions;
- 5) Screen application submissions, and identify potentially qualified applicants;
- 6) Identify, with the immediate supervisor, applicants for additional screening and interviewing;
- 7) Assist in the preparation of interview questions;
- 8) Participate in interviews;
- 9) Assist in the analysis of interview results;
- 10) Assist in the identification of a preferred applicant;
- 11) Conduct background investigations of the preferred applicant;
- 12) Prepare and deliver the offer letter to the selected applicant;
- 13) Coordinate finalization of offer and candidate's acceptance;
- 14) Schedule the selected applicant for drug screening; and
- 15) Prepare and send notices to interviewed applicants who were not selected.

C. Employment Advertising:

- 1) Internal Employment Advertising:

It is the policy of the TOKA to provide career advancement opportunities to our current employees whenever possible consistent with these policies.

- 2) All new, vacant and regular positions with the TOKA shall be advertised and filled by the following procedures:
 - a) A notice of a job opening shall be prepared and posted at appropriate locations in the TOKA offices to inform current employees of the opening;
 - b) The notices shall identify the job title, duties, and responsibilities of the position, minimum qualifications for the position, closing date for applications, and Indian Preference provision; and
 - c) The notices shall remain posted for no less than ten (10) business days.

- 3) External Employment Advertising:
 - a) At the discretion of the immediate supervisor of the open position and the Human Resources Director, open positions may also be advertised through sources external to the TOKA and available to the general public (e.g. newspapers, radio, electronic job boards, etc.).
 - b) All external employment advertising shall run either concurrent with or following the internal posting of the position.
 - c) External advertising of an open position shall in no case run prior to or in lieu of an internal posting.
 - d) All external employment advertising shall include the statement, "Indian Preference is accorded in the selection and retention of TOKA Employees.
 - e) All external employment recruiting shall include postings with:
 - i. The Tohono O'odham Nation Tribal Employment Rights Office (TERO);
 - ii. The Tohono O'odham Nation Human Resources Department; and
 - iii. Each Tohono O'odham Nation District.

4. Selection

TOKA incorporates the following Selection Process:

- A. Applications - Applications or resumes shall be accepted only for posted and/or advertised positions and shall include:

- 1) Any person interested in applying for a posted or advertised position may submit a resume or complete the TOKA Employment Application to Human Resources.
- 2) An applicant from whom a resume was accepted shall complete a TOKA Employment Application before being interviewed for any position. Applications from candidates not selected for a position shall remain active for a period of six (6) months from the date originally submitted. Applications older than six (6) months shall be maintained as inactive for an additional six (6) months or until one year has passed from the date of original submission.
- 3) An applicant whose application is older than six (6) months must complete a new and updated application in order to be considered for any position.
- 4) Applications shall be destroyed after twelve (12) months from the date of original submission.

B. Applicant Screening:

- 1) Human Resources will conduct the initial screening of applications to determine if candidates meet the minimum qualifications of the position for which the applicant has applied.
- 2) Applications that meet the minimum qualifications are passed to the hiring manager to further screen and identify possible candidates for interviews.
- 3) An applicant convicted of a felony or guilty of embezzlement may be considered for employment on a case-by-case basis, contingent on his or her conviction and the duties and responsibilities of the position applied for.

C. Interviews:

- 1) The Human Resources Department shall schedule applicants selected for interviews.
- 2) The immediate supervisor shall interview applicants selected for interview, and the Human Resources Department shall identify other TOKA employees to also interview applicants.

D. Selection Notice:

- 1) The applicant selected for an employment offer, shall be notified by letter of his or her selection for employment and shall be notified to undergo drug and alcohol testing, pursuant to the TOKA Human Resources Policies & Procedures Chapter 3, Substance Abuse Policy.
- 2) The selected applicant shall be notified that his or her selection for employment is contingent on a negative drug and alcohol test result.

E. Transfer Procedures:

A position may be filled by transferring an employee from another position with the same, or similar duties, or responsibilities, and having the same salary range. Such lateral transfers shall be approved by the Executive Director.

F. Promotion & Demotion:

1) Promotion:

- a) Whenever a position becomes available, reasonable effort shall be made to fill it by promoting a qualified employee.
- b) Jobs shall be awarded based on individual ability and past job performance, as well as length of service if two people have similar qualifications.

2) Demotion:

- a) The Executive Director may demote or reduce in position and pay any employee for either the good of the TOKA or as a disciplinary measure for cause.
- b) An employee shall have a right to appeal any involuntary demotion or reduction in position or pay according to the appeal process set forth in the Appeals Policy Chapter 2, Employment, Section 2.19 below.

G. Nepotism / Favoritism:

- 1) It is the policy of the TOKA to avoid the practice or appearance of nepotism or favoritism based on family or personal relationships.
- 2) No employee shall be permitted to supervise an employee who is a member of the supervising employee's immediate family, household or with whom the supervising employee shares a personal relationship.

- 3) For purposes of this policy “Immediate Family” is defined as it is defined under the Bereavement Leave Policy, in Chapter 2, Employment, Section 2.12.
- 4) Each employee shall notify the Human Resources Director of any family, household member or personal relationship that may give the appearance of nepotism or favoritism.
- 5) Should a family or personal relationship develop between a supervisor and an employee under the supervisor’s supervision, the employees shall be provided an opportunity to resolve the conflict with this policy to the satisfaction of the Human Resources Director within a reasonable time.
- 6) If the employees fail to resolve the conflict with this policy in a reasonable time, the Human Resources Director may, with the approval of the Executive Director, impose an appropriate resolution.

H. Orientation:

- 1) Each employee, regardless of status, shall be given an orientation by the Human Resources Director or his or her designee promptly upon beginning employment.
- 2) A Human Resources Orientation Shall Include the Following:
 - a) Form W-4, Employee’s Withholding Allowance Certificate;
 - b) Arizona Form A-4, Employee’s Arizona Withholding Percentage Election;
 - c) Arizona Form WECEI, Withholding Exemption Certificate Native Americans;
 - d) Form I-9, Employment Eligibility Verification;
 - e) Information Release Form;
 - f) Last Paycheck Form;
 - g) The TOKA Human Resources Policy Employee Acknowledgement;
 - h) The TOKA Human Resources Policy and Procedures Manual;
 - i) Substance Abuse Policy Employee Acknowledgement;
 - j) Substance Abuse Policy, and
 - k) Performance Evaluation Forms:

Each employee, regardless of status, shall be given an orientation by the employee’s immediate supervisor promptly upon beginning employment, which shall include:

- i. Facility Tour;
- ii. Staff Introduction;
- iii. Job Description;
- iv. Performance Evaluation Standards and Expectations; and
- v. Equipment sign-out Forms (if applicable).

I. Employee Status:

1) The TOKA employees shall be classified as Regular or Temporary:

- a) A Regular Employee is an individual who is assigned to an established position on a non-temporary basis and will usually work a regular schedule.
- b) A Temporary Employee is hired for a specified project or timeframe and may work an irregular schedule:
 - i. A temporary employee in a non-exempt position is paid by the hour.
 - ii. A temporary employee in an exempt position is paid according to the terms of hire for that individual.
 - iii.

2) Full-Time or Part-Time:

- a) A Full-time Employee is an individual who is scheduled to work a normal forty-hour workweek.
- b) A Part-time Employee is an individual who is scheduled to work less than a normal forty-hour workweek.

3) Exempt or Non-Exempt:

- a) An Exempt Employee is an employee in a position where the duties and responsibilities of which would qualify as exempt from overtime and minimum wage requirements under the Fair Labor Standards Act ("FLSA"), as amended without regard to whether FLSA is applicable to Indian entities. At times, due to the scope of the responsibilities associated with exempt positions a certain amount of work beyond the "normal" 40-hour workweek is expected in situations where business demands it, without the payment of overtime.
- b) A Non-exempt Employee is an employee in a position where the duties and responsibilities of which do not qualify as exempt under the FLSA.

- i. A Non-exempt employee is paid based on actual hours worked or paid as worked.
- ii. Non-Exempt employees shall receive an appropriate overtime rate for all overtime hours.

J. Employment Service:

- 1) Employment Service shall be calculated from the date an employee begins working for the TOKA as a Regular Employee minus any time the employee is on a personal leave of absence if the personal leave of absence is longer than thirty (30) days.
- 2) A terminated employee who is rehired shall have past Employment Service reinstated if the period of termination is less than 180 calendar days.
- 3) Full-time and part-time employees re-hired after 180 calendar days of their prior termination date will be treated as new employees and past Employment Service will not be bridged or otherwise accrued retroactively to the prior date of termination.

5. Compensation

A. Definitions:

- 1) A Work Day is defined as the period of 24 consecutive hours beginning at 12:00 a.m. on any day and ending at 11:59 p.m. the following day.
- 2) A Work Week is defined as a fixed and regularly recurring period of 168 hours during seven consecutive 24-hour periods beginning at 12:00 a.m. on each Sunday and ending at 11:59 p.m. the following Sunday.
- 3) A Pay Period begins on a Sunday at 12:00 a.m. and ends in 14 consecutive days, on Saturday, at 11:59 p.m.

B. Compensation:

- 1) Compensation for any employee shall be based on the job grade for the position the employee holds and the employee's displayed skill, ability, knowledge, experience and performance in the position.

- 2) An employee's compensation shall not be based in whole or in part on the employee's race, color, Tribal affiliation or membership, sex, age, disability, religion, national origin, marital status, sexual orientation, ancestry, political belief or activity, or status as a veteran.
- 3) If the normal Pay Day for a pay period occurs on a designated holiday, pay for the pay period shall be distributed beginning at 12:01 p.m. on the workday immediately preceding the holiday.
- 4) No employee shall be given pay in anticipation of time not yet worked or of paid leave not yet taken.
- 5) No employee shall be given pay for any hours in a pay period before the designated payday for the pay period.

C. Compensation Review Schedule:

- 1) A new employee's compensation shall be reviewed by the employee's immediate supervisor at five months of employment. Any recommended and approved adjustment to compensation shall be effective on the first day of the pay period coincident with or immediately following 180 days of employment.
- 2) An employee's compensation shall be reviewed by the employee's immediate supervisor at least annually at the time of the annual performance review period.
- 3) An employee shall be advised of any adjustment to the employee's compensation rate by the immediate supervisor only after the adjustment has been approved by all necessary approvers and before the change is effective.
- 4) An employee's immediate supervisor may review and recommend an adjustment to an employee's compensation rate at any time other than the annual review period if compelling justification exists to do so.

6. Job Descriptions

The TOKA uses the following guidelines for its Job Descriptions:

- A. Each supervisor shall develop and maintain a current job description for each position supervised.
- B. Human Resources shall assist each supervisor in developing job descriptions.

- C. Human Resources shall maintain a record of each job description.
- D. Job descriptions shall be used to compare the TOKA jobs with jobs in the appropriate labor market when evaluating jobs for assignment to job grades and establishing pay ranges.
- E. Job descriptions shall be used to assure that supervisors and supervised employees are aware of job duties and responsibilities and are able to evaluate job performance.
- F. New or Updated Job Descriptions:
 - 1) If a New or Revised Job Description is required, the immediate supervisor of the position shall prepare a written job analysis questionnaire describing the new or revised job duties, tasks, requirements and minimum qualifications and provide it to Human Resources.
 - 2) Human Resources, upon receipt of a job analysis questionnaire, will:
 - a) Revise the current job description to describe adequately the proposed job duties; or
 - b) Develop a new job description, based on the job analysis questionnaire.
 - c) Each Job Description shall, at minimum, include:
 - i. Job title;
 - ii. Summary of responsibilities;
 - iii. Essential duties of the job;
 - iv. Job qualifications; and
 - v. Job grade assignment (as applicable).

7. Overtime

- A. Overtime is defined as hours worked by a non-exempt employee in excess of forty (40) hours in a workweek.
- B. Overtime work by a non-exempt employee must be necessary and authorized in advance by the immediate supervisor, except in an emergency. The immediate supervisor may authorize necessary overtime in the case of an emergency. Failure to obtain authorization for overtime in a non-emergency situation may result in disciplinary action appropriate to the circumstances.

8. Overtime Pay

- A. Pay for overtime hours worked shall be calculated at the rate of 1½ times the employee's regular hourly rate. Paid time off for holidays, annual or sick leave, on-call, or call-in is not considered time worked and therefore should not be calculated in the overtime pay.
- B. No overtime pay shall be paid to an exempt employee.

9. Compensatory Time Off

- A. Compensatory time off is time off with pay at the employee's regular pay rate that is provided to a non-exempt employee in lieu of overtime pay.
- B. Compensatory time off shall be calculated at the rate of 1½ hours of compensatory time off for each hour of overtime worked.
- C. Compensatory time off must be approved by the employee's immediate Supervisor.
- D. The compensatory time off must be used in the same pay period in which the overtime was worked.
- E. Compensatory time off that is not used by the end of the pay period in which the overtime was worked shall be paid to the employee at the overtime rate in effect when the overtime was worked.

10. Deductions

The TOKA shall withhold from each employee's paycheck those amounts:

- A. Required by applicable law (e.g., Federal Income Tax, Social Security Tax, etc.); and
- B. The employee has authorized in writing for TOKA to deduct.

11. Reductions of Pay for Exempt Employees

An Exempt Employee is paid on a salary basis and complies with the following guidelines:

- A. An Exempt Employee's pay shall not be reduced for variations in the quantity or quality of work performed.

- B. An Exempt Employee shall normally receive the full salary for any week in which he or she performed any work, without regard to the number of days or hours worked.
- C. An Exempt Employee need not be paid for any workweek in which the employee performs no work at all for the organization.
- D. A reduction of pay shall not be made as a result of absences of any length due to the circumstances listed below:
 - 1) Jury duty;
 - 2) Attendance as a witness;
 - 3) Temporary military leave;
 - 4) An absence caused by the employer;
 - 5) An absence caused by the operating requirements of the business; and
 - 6) A partial day worked unless specifically permitted (see below).
- E. Exceptions to the requirement to pay exempt employees on a salary basis for reasons listed below may be permissible only if the exception is consistent with other TOKA policies and practices:
 - 1) Absences of one or more full days for personal reasons other than sickness or disability. Partial days shall be paid as full days.
 - 2) Absences of one or more full days due to sickness or disability when the employee is not yet eligible for Sick Leave or has exhausted the paid leave benefits it provides. Partial days shall be paid as full days.
 - 3) Penalties imposed for infractions of safety rules of major significance.
 - 4) Unpaid disciplinary suspensions of one or more full days in accordance with the TOKA's disciplinary policy.
 - 5) Reductions for the first and last week of employment, when only part of the week are worked by the employee.
 - 6) Reductions for unpaid leave taken in accordance with a legitimate absence under the Family and Medical Leave policy.
 - 7) An employee whose employment terminates for any reason on a day other than the last Friday of a pay period shall earn one half (1/2) of the scheduled Annual Leave hours for the pay period in which termination of employment occurs.

12. Benefits

A. Group Insurance:

- 1) Group insurance programs are currently offered to regular full-time employees and, in some cases, to the eligible dependents of those employees after a waiting period.
- 2) The costs of premiums for group insurance coverage are currently shared by the TOKA and by the employee.
- 3) A complete listing of the benefits and costs of group insurance programs offered by the TOKA shall be available to employees from Human Resources.
- 4) The TOKA reserves the right to change, amend, revise or terminate group insurance programs and the degree to which the cost for group insurance coverage is shared between the employee and the TOKA at any time.

B. TOKA Employees Retirement Savings Plan:

- 1) The TOKA Employees Retirement Savings Plan is currently established as a Section 401(k) tax-qualified deferred compensation plan.
- 2) Regular Full-time Employees are eligible to participate in the Plan after 180 days of employment.
 - 3) TOKA may disregard previous employment only if the employee had five consecutive breaks in service, which means a minimum of five years. Therefore, TOKA must count previous service for anyone rehired within five years, even if the employee had not previously participated in the **401(k)** plan.
- 4) Details of the plan shall be available to employees from Human Resources.
- 5) The TOKA reserves the right to change, amend, revise or terminate the TOKA Employees Retirement Savings Plan at any time.

C. Profit Sharing:

- 1) In addition to employee deposits into the TOKA Employees Retirement Savings Plan and the matching contributions made to the

Plan by the TOKA, contributions are currently made by the TOKA to each Regular Full-time Employee's Plan account in the form of Profit Sharing.

- 2) The TOKA reserves the right to change, amend, revise or terminate the TOKA Profit Sharing Plan at any time.

D. Annual Leave:

- 1) All Regular Employees shall be eligible to accrue Annual Leave.
- 2) A Regular Full-time employee shall accrue Annual Leave hours according to the schedule below:

Length of Employment	Rate of Leave Accumulation
0 through completion of 3 years	5 hours per pay period
4 through completion of 14 years	7 hours per pay period
15 and over	9 hours per pay period

- 3) The above schedule indicates the maximum hours that can be earned per pay period by a regular employee based on 80.0 hours in the pay period and on the employee's length of service.
- 4) No additional Annual Leave hours shall be earned because of an employee working more than 80.0 hours in a pay period.
- 5) A Regular Part-time employee shall accrue Annual Leave hours according to the schedule below:

Length of Employment	Rate of Leave Accumulation
0 through completion of 3 years	2.5 hours per pay period
4 through completion of 14 years	3.5 hours per pay period
15 and over	4.5 hours per pay period

- 6) During the first 180 days of employment, an eligible employee shall accrue Annual Leave hours, but shall not be allowed to take Annual Leave.
- 7) Annual Leave must be requested in writing and approved by the immediate supervisor or the Executive Director no less than three days in advance the leave.
- 8) An eligible employee shall be entitled to use earned Annual Leave hours in any amount of time up to a maximum of the normally scheduled hours per day, provided it is properly scheduled with and approved by the immediate supervisor.
- 9) Payment of unearned Annual Leave is prohibited.
- 10) Only those eligible, Regular Employees who have reached 180 days are able to receive a "Lump Sum" payment of earned Annual Leave, whose employment has been terminated.

E. Annual Leave Donation:

An eligible employee may donate earned Annual Leave hours to another eligible employee if:

- 1) The employee receiving donated Annual Leave hours has a serious medical situation that requires extended absence from work;
- 2) The employee receiving donated Annual Leave hours has exhausted earned Annual Leave and earned Sick Leave; and
- 3) The Executive Director has approved the donation of earned Annual Leave hours.

F. Annual Leave Carry-Over:

- 1) An eligible employee may carry over a maximum of two hundred and forty (240) hours of Annual Leave from one fiscal year into the next fiscal year.
- 2) Earned unused Annual Leave hours in excess of two hundred and forty (240) at the end of the fiscal year shall be forfeited.

G. Sick Leave:

- 1) All Regular Employees are eligible to earn Sick Leave.

- 2) A Regular Full-time Employee shall accumulate three (3.0) hours of sick leave per pay period.
- 3) A Regular Part-time Employee shall accumulate one & half (1.5) hours of sick leave per pay period.
- 4) During the first 180 days of employment, an eligible employee shall accrue Sick Leave hours, but shall be allowed to receive pay for approved Sick Leave only if the employee presents a written statement from a qualified care provider indicating the need for the absence and the employee's inability to return to work.
- 5) Sick Leave is intended and shall only be authorized and used when:
 - a) An eligible employee is unable to work due to sickness or injury.
 - b) An eligible employee requires treatment, diagnosis and/or counseling for a medical, dental, optical, emotional, or mental condition.
 - c) An eligible employee's attendance at work will jeopardize the health and/or safety of others.
 - d) An eligible employee tends to the health needs of one's immediate family as defined under *Bereavement Leave* below.
 - e) An eligible employee cares for the birth of a child and/or adoption.
- 6) The employee shall provide notice of absence and intent to use Sick Leave as early as practicable to the immediate supervisor, but no later than the employee's scheduled start time on the day of the absence.
- 7) An eligible employee shall be entitled to use earned Sick Leave hours in any amount of time up to a maximum of the normally scheduled hours per day.
- 8) The immediate supervisor of any employee who uses Sick Leave may require that the employee provide evidence of the need to use Sick Leave and the employee's ability to return to work before Sick Leave is paid.
- 9) An employee who is absent for three or more consecutive work days due to illness or injury shall be required to present a written statement from a qualified care provider indicating the need for the absence and the employee's inability to return to work.
- 10) There shall be no limit to the number of Sick Leave hours an eligible employee may accrue.

- 11) No advance payment of Sick Leave shall be authorized.
- 12) No “Lump Sum” payment of accrued Sick Leave shall be authorized.
- 13) An employee who is found to be or have been engaged in other employment, including self-employment, during paid Sick Leave without having fully disclosed the employment and having received approval from the Executive Director prior to the start of the Sick Leave, shall be subject to disciplinary action up to and including termination of employment.
- 14) All unused Sick Leave shall be forfeited at the time of termination of employment.
- 15) A former employee who is subsequently rehired shall not receive credit for any Sick Leave that was unused at the time of a previous termination of employment.

H. Holiday Leave:

- 1) Regular employees and temporary employees are eligible for holiday leave pay.
- 2) Regular part-time employees are eligible for four (4) hours for holiday leave pay.
- 3) Paid Holidays Include:
 - a) New Year’s Day (January 1),
 - b) Martin Luther King’s Birthday (Monday following January 15),
 - c) Presidents’ Day (Third Monday in February),
 - d) Good Friday,
 - e) Memorial Day (last Monday in May),
 - f) Independence Day (July 4),
 - g) Labor Day (1st Monday in September),
 - h) Native American Day (September 25),
 - i) St. Francis Feast Day (October 4),
 - j) Veterans’ Day (November 11),
 - k) Thanksgiving Day (4th Thursday in November),
 - l) The day after Thanksgiving Day,
 - m) Christmas Day (December 25), and
 - n) Birthday Holiday:
 - i. The Birthday Holiday only may be taken anytime during the pay period in which the employee’s birthday occurs.

- ii. An employee who fails for any reason to use the birthday holiday during the pay period in which the employee's birthday occurs shall forfeit the holiday.
- 4) A designated holiday occurring on Saturday shall be observed on the preceding Friday. However, if an eligible employee's regular schedule is a four (4), ten (10) hour workweek, Monday through Thursday, then he or she shall not be compensated for that Friday.
- 5) A designated holiday occurring on Sunday shall be observed on the following Monday. However, if an eligible employee's regular schedule is a four (4), ten (10) hour workweek, Tuesday through Friday, then he or she shall not be compensated for that Monday.
- 6) Holiday Leave pay shall not be paid or otherwise accrue to an employee on any type of unpaid leave.
- 7) An eligible, Non-exempt Employee who is assigned to work on a designated holiday shall receive premium pay at the rate of 1½ times the employee's hourly rate for all hours actually worked, on the holiday, in addition to Holiday Leave pay.
- 8) If a designated holiday occurs during an eligible employee's approved paid Annual Leave or paid Sick Leave, the employee shall not be charged for Annual or Sick Leave on the day of the holiday.

I. Paternity/Maternity Leave:

- 1) Regular full-time employees are eligible for paid Paternity/Maternity Leave following the birth or adoption of a child, provided that in the case of the father, paternity is established.
- 2) Eligible employees may receive up to six (6) weeks of paid Paternity/Maternity Leave, to be used within ninety (90) calendar days of the child's birth or placement.
- 3) Paternity/Maternity Leave must be requested in advance and approved by the employee's supervisor. Documentation verifying the birth or adoption may be required.
- 4) Approval of Paternity/Maternity Leave is contingent upon eligibility and approval under the Family and Medical Leave Act (FMLA) policy. Employees must meet FMLA requirements, submit appropriate documentation and obtain approval as outlined in the FMLA policy. Paternity/Maternity Leave shall be applied against FMLA Leave until the Paternity/Maternity Leave is exhausted.

- 5) Paternity Leave/Maternity is separate from Annual Leave and Sick Leave and does not accrue.
- 6) Employees may combine Paternity/Maternity Leave with other approved leave types, subject to applicable policies.

J. Cultural and Ceremonial Leave:

- 1) Regular Employees who are members of Indigenous communities or a federally recognized Indian tribe may request paid or unpaid leave to participate in cultural, spiritual, or ceremonial events that are significant to their heritage, including but not limited to pilgrimages (e.g., the walk to Magdalena), coming-of-age ceremonies, seasonal observances, or tribal gatherings.
- 2) Leave requests must be submitted in advance and approved by the employee's supervisor. Employees are encouraged to provide reasonable notice to allow for scheduling adjustments.
- 3) Up to three (3) days of paid Cultural and Ceremonial Leave may be granted per calendar year. Additional time may be approved as unpaid leave or through the use of Annual Leave, subject to supervisor discretion.
- 4) Cultural and Ceremonial Leave is separate from Annual, Sick, and Holiday Leave and does not accrue.
- 5) TOKA affirms its commitment to honoring Indigenous traditions and encourages open dialogue between employees and supervisors to support cultural participation.

K. Administrative Leave:

- 1) A Regular Employee may be granted paid Administrative Leave at the sole discretion of the Executive Director for any reason including, but not limited to, the following:
 - a) Taking a physical examination required for determining continued employment;
 - b) Being released from work due to weather conditions as declared by the Executive Director;
 - c) Donating blood to the American Red Cross, other licensed blood bank, or in an emergency, to individuals, for that amount of time necessary for such donation, but not to exceed four hours, provided the employee does not receive compensation for the donation;

- d) Registering to vote and/or voting in an election, referendum, or a civil matter in the employee's community, not to exceed two (2) hours; or
- e) When building conditions at the TOKA so require, and the defect cannot be repaired in a reasonable time as declared by the Executive Director.

Pay for Administrative Leave shall be limited to the lesser of the maximum leave indicated above or the actual approved length of absence.

- 2) An employee authorized for leave on the above conditions, shall earn Annual and Sick Leave while on Administrative Leave, and shall be credited Employment Service time for salary increases, earnings of Annual Leave, and other service benefits.

L. Jury Duty or Court Witness Leave:

- 1) An employee who is subpoenaed as a witness or summoned as a juror is expected to comply with the subpoena or summons to appear in federal, state, county or tribal court.
- 2) A regular employee who is subpoenaed as a witness or summoned as a juror shall be eligible for paid leave for the number of hours per day, not to exceed the employee's normally scheduled work hours that the employee is required to be in court.
- 3) The eligible employee shall be required to submit to the immediate supervisor the court's report of compensation to document his or her court attendance.
- 4) An employee providing false information in order to obtain authorized leave for court duty shall be subject to disciplinary action, including immediate termination.

M. Bereavement Leave:

- 1) Regular employees are eligible for paid Bereavement Leave.
- 2) Bereavement Leave of up to five (5) days shall be granted to an employee in the event of the death of a member of the employee's immediate family.
- 3) For purposes of this policy, an employee's immediate family shall be limited to:

- a) The employee's Spouse or Domestic Partner,
 - b) The employee's Child,
 - c) The employee's Parent/s,
 - d) The employee's Brother/s,
 - e) The employee's Sister/s,
 - f) The employee's Grandparent/s,
 - g) Any person who can legally be listed as a dependent of the employee on the employee's federal income tax return, and/or
 - h) Any person whose serious medical condition would make the employee eligible for leave under the TOKA's Family and Medical Leave (FMLA) policy.
- 4) In the event of the death of a relative or person significant to the employee not listed as immediate family, the employee may use earned Annual Leave, in which case the three (3) day notice requirement for Annual Leave may be waived by the supervisor.
- 5) The employee shall provide notice to the immediate supervisor of the need for Bereavement Leave as soon as is practicable, but no later than the beginning of the first scheduled workday the employee will be absent.
- 6) Prorated Bereavement Leave for Part-time Employees:
- a) A regular part-time employee shall receive Bereavement Leave pay that is pro-rated (not to exceed eight (8) hours per day) based on the hours worked during the pay period immediately preceding the pay-period in which the Bereavement Leave begins.
 - b) For purposes of calculating pro-rated Bereavement Leave, hours paid as worked (i.e. Annual Leave, Holiday Leave, administrative leave, Sick Leave, compensatory time) shall be counted as hours actually worked.
- 7) An employee authorized for leave on the above conditions, shall earn Annual and Sick Leave while on Bereavement Leave, and shall be credited service time for salary increases, earnings of Annual Leave, and other service benefits.

N. Training:

- 1) An employee may request, or may be required, to attend training that is beneficial to the TOKA.

- 2) Requests for training must be approved by the employee's immediate supervisor, Finance Director, and Executive Director.
- 3) An employee who attends approved training shall be paid the employee's regular rate of pay for time spent in training not to exceed the employee's regularly scheduled work hours for the day.
- 4) The TOKA will pay the registration fee and any other required costs for the training.
- 5) Travel expenses, meal and hotel expenses, if any, will be paid or reimbursed by TOKA in compliance with the Travel Policy and Procedures.
- 6) A certificate of completion or record of attendance will be required and must be provided to TOKA upon completion of training.

O. Education Assistance:

- 1) Eligibility: Regular employees with at least 180 days of Employment Service with TOKA are eligible to participate in the Education Assistance Program. Full-time regular employees are eligible for up to the full annual benefit amount. Part-time regular employees are eligible for up to one-half (1/2) of the annual benefit amount.
- 2) Course of Study: Employees may pursue a course of study leading to a degree or take an individual class at an accredited and approved educational institution, provided the class or course of study is related to the employee's current position or a potential future assignment with TOKA.
- 3) Prior Approval Required: An Application for Education Assistance Reimbursement (APPENDIX "B") must be completed and approved by the employee's immediate supervisor, Human Resources, and the Executive Director before attending a class. Failure to obtain prior approval may result in denial of reimbursement.
- 4) Class Schedule: The Application for Education Assistance Reimbursement must include a copy of the proposed schedule of classes.
- 5) Eligible Expenses: Expenses for tuition, books, registration, and required fees such as building use and lab fees are eligible for reimbursement, up to 100 percent, subject to the annual cap described below.

- 6) Academic Performance Requirement: To be eligible for reimbursement, a class must be completed satisfactorily with a grade (or numeric equivalent) of “C” or better, or a “P” if taken Pass/Fail.
- 7) Credit Requirement: Only courses taken for credit are eligible for reimbursement under this policy.
- 8) Audited Courses: No reimbursement shall be made for courses that are audited.
- 9) Ineligible Expenses: Miscellaneous expenses, such as parking, supplies, social dues, athletic fees, computer access charges, the cost of tools or supplies (other than textbooks) that you are allowed to keep at the end of the course, the cost of lodging, meals, transportation and similar costs, are not eligible for reimbursement.
- 10) Documentation: The official grade transcript and itemized receipts documenting all expenses must be provided to the Human Resources Department before reimbursement will be authorized.
- 11) Coordination with Other Aid: Reimbursement shall be reduced by any other financial aid that does not have to be repaid by the employee, such as the GI Bill, scholarships, or grants.
- 12) Submission Deadline: Reimbursable expenses and supporting documentation must be submitted for payment within 30 days from the end of the semester or term.
- 13) Annual Benefit Cap: The maximum annual Education Assistance benefit shall not exceed \$7,000.00 per year for regular full-time employees. Regular part-time employees are eligible for up to one-half (1/2) of the annual cap, subject to available funding and required approvals.
- 14) Tax Responsibility: Education Assistance payments or portions thereof under this policy may be considered taxable by the IRS. Employees receiving assistance under this program are strongly advised to seek the advice of an attorney and/or accountant regarding these payments. Employees are solely responsible for any tax liabilities resulting from this benefit, and TOKA will comply with applicable tax regulations regarding reporting and withholding. TOKA is in no way responsible for any decisions regarding the reporting of these payments to the IRS and does not bear any responsibility or liability for any penalties, fines, costs or attorneys' fees that employees may ultimately bear. **NOTE:** Under current law, employers may contribute up to a total of \$5,250 annually per employee toward education assistance under either this program and

Student Loan Repayment Assistance under Section P below without those payments being counted as taxable wages.

- 15) No Guarantee of Continued Employment: Participation in the Education Assistance Program does not constitute a contract of employment or guarantee of continued employment with TOKA.
- 16) Program Modification: TOKA reserves the right to modify or discontinue this benefit at any time.

P. Student Loan Repayment Assistance:

- 1) Eligibility: Eligible employees may participate in the Student Loan Repayment Assistance Program, as part of the Education Assistance benefits under Section O above, subject to the following conditions:
 - a. Employment Status: Employee must be a regular employee. Full-time regular employees are eligible for up to the full annual benefit. Part-time regular employees are eligible for up to one-half ($\frac{1}{2}$) of the annual benefit.
 - b. Service Requirement: Employee must have completed a minimum of 180 days of Employment Service.
 - c. Payment Requirement: Employee must be actively making current tuition or current student loan payments at the time of participation.
 - d. Exclusions: Past student loan payments or previously incurred loan debts are not eligible under this program.
- 2) Verification: Employees must provide proof of eligible student loan debt, such as loan statements or payment confirmations, to Human Resources for verification.
- 3) Qualified Loans: The assistance is intended to help employees repay qualified student loans related to their current TOKA position as determined by their supervisor; higher education and may not be combined with reimbursement for the same expenses under this policy.
- 4) Annual Benefit Cap: The maximum annual benefit amount for student loan repayment assistance shall not exceed \$7000 per year, for regular full-time employees. Regular part-time employees are eligible for up

to one-half (½) of the annual cap, subject to available funding and approval.

- 5) **Payment Method:** Payments will be made directly to the loan servicer upon submission of valid proof of payment, following HR approval.
- 6) **Tax Responsibility:** Payments or portions thereof under this policy may be considered taxable by the IRS. Employees receiving assistance under this program are strongly advised to seek the advice of an attorney and/or accountant regarding these payments. Employees are solely responsible for any tax liabilities resulting from this benefit, and TOKA will comply with applicable tax regulations regarding reporting and withholding. TOKA is in no way responsible for any decisions regarding the reporting of these payments to the IRS and does not bear any responsibility or liability for any penalties, fines, costs or attorneys' fees that employees may ultimately bear. **NOTE:** Under current law, employers may contribute up to a total of \$5,250 annually per employee toward student loan repayment assistance and Education Assistance under Section O above without those payments being counted as taxable wages.
- 7) **Application and Approvals:** An Application for Student Loan Repayment Assistance form must be completed and approved by the employee's immediate supervisor, Human Resources, and the Executive Director prior to payment authorization. Failure to obtain prior approval may result in denial of repayment assistance.
- 8) **Submission Deadline:** Requests for Student Loan Repayment Assistance, along with all required supporting documentation, must be submitted to Human Resources within **30 days** of the applicable payment period. Late submissions may result in denial of assistance.
- 9) **Coordination With Other Assistance:** Student Loan Repayment Assistance may not be used for expenses that have been reimbursed or paid under any other TOKA education, tuition, or training assistance program.
- 10) **Availability of Funds:** All Student Loan Repayment Assistance benefits are subject to the availability of funds and budgetary approval. Approval of an application does not guarantee payment beyond the approved amount or fiscal year.
- 11) **No Guarantee of Continued Employment:** Participation in the Student Loan Repayment Assistance Program does not constitute a contract of employment or guarantee of continued employment with TOKA.

12) Program Modification: TOKA reserves the right to modify or discontinue this benefit at any time.

Q. Education Leave:

- 1) If a required class is available only during regularly scheduled work hours, the employee may submit a written request for up to three (3) hours per week of educational leave, subject to approval.
- 2) Upon approval of the request for Education Leave by the immediate supervisor and Department Director, the requesting employee shall receive pay for time away from work necessary to attend the class.

R. Professional Certification/Licenses:

- 1) Licensing examinations (e.g., CPA, professional engineer, etc.) that are required for state/regulatory certification and the related preparatory review courses may be considered for payment or reimbursement. All requests must be approved by the Executive Director.
- 2) The TOKA will pay or reimburse approved annual registration or licensing fees required to maintain state, regulatory certification such as the CPA, professional engineer, etc.

S. Military Leave:

According to Job Rights and Military Leave for Reservists and Members of the National Guard (November 2001), "Under Washington law, an employee is entitled to a military leave of absence for a period not to exceed 15 days each year beginning October 1 and ending the following September 30. During military leave or active duty, the employee continues to be paid his or her regular salary regardless whether the employee was ordered to take the training or whether he or she volunteered" (5 USC Sec. 6323. Military Leave; Reserves and National Guardsmen (a), (b), 01/03/2012, (112-90)).

1) Short Term Military Training Leave:

- a) An employee who is required to be absent from the job by military orders shall be provided up to fifteen (15) workdays, paid military leave.
- b) All benefits will continue during an employee's temporary military leave provided the employee pays all premiums

normally paid by the employee for the time of the military leave. The employee shall provide the immediate supervisor with notice that the employee will be engaging in military service, including, where feasible, a copy of the orders directing the military duty, unless the employee is prevented from doing so by military necessity.

- c) Employees on temporary military leave may, at their option, use any or all accrued Annual Leave during their absence.

2) Extended Military Leave:

An employee who is directed to participate in military duties in the U.S. Armed Forces where the employee is required to be absent for an extended military leave (up to five (5) years) by military orders shall be provided up to fifteen (15) workdays, paid military leave and will be entitled to the rights and benefits described below, subject to the procedures outlined below.

3) Procedures for All Military Leave:

- a) The employee shall provide his or her immediate supervisor with notice that the employee will be engaging in military service, including, where feasible, a copy of the orders directing the military duty, unless the employee is prevented from doing so by military necessity.
- b) Employees shall provide such notice within 30 days of active military service or as early as practicable.
- c) Failure to provide adequate notice may render the employee ineligible for the rights and benefits described in this policy.
- d) Employees on extended military leave may, at their option, use any or all accrued Annual Leave during their absence.
- e) When the employee intends to return to work, the employee must make application for reemployment to Human Resources within the application period set forth below.

4) Benefits During Military Leave:

If an employee is absent from work due to military service, benefits will continue as follows:

An employee on extended military leave may elect to continue group health insurance coverage for the employee and covered dependents under the same terms and conditions for a period not to exceed 31 days from the date the military leave of absence begins:

- a) The employee must pay the premium normally paid by the employee.
- b) After the initial 31-day period, the employee and covered dependents can continue group health insurance for up to 24 months.
- c) An employee continuing insurance shall pay premiums at 102% of the total (both employer and employee) premium rate.
- d) The group term life insurance provided by the TOKA will terminate the day the employee becomes active military.
- e) Voluntary supplemental life insurance will terminate the day the employee becomes active military. Converting to an individual policy may continue voluntary dependent life insurance coverage. To exercise this conversion option, dependents must submit a written application and the first premium payment within 31-days immediately following the termination of coverage.
- f) Employees do not accrue Annual Leave or Sick Leave while on military leave status.

5) Reemployment Following Military Leave:

Upon an employee's application for reemployment (as defined below), an employee will be reinstated to employment in the following manner, depending upon the employee's period of military service:

a) Less Than 91-Days of Military Service:

In a position that the employee would have attained if employment had not been interrupted by military service, or if found not qualified for such position after reasonable efforts by the TOKA, in the position in which the employee had been employed prior to military service.

b) More Than 90-Days & Less Than 5 Years of Military Service:

In a position that the employee would have attained if employment had not been interrupted by military service or a position of like seniority, status and pay, the duties of which the employee is qualified to perform, or if proved not qualified after reasonable efforts by the TOKA, in the position the employee left, or a position of like seniority, status and pay, the duties of which the employee is qualified to perform.

6) Employee with a Service-Connected Disability:

If after reasonable accommodation efforts by the employer, an employee with a service-connected disability is not qualified for employment in the position the employee would have attained or in the position that the employee left, the employee will be employed in:

- a) Any other position of similar seniority, status and pay for which the employee is qualified or could become qualified with reasonable efforts and/or accommodations by the TOKA, or
- b) If no such position exists, in the nearest approximation consistent with the circumstances of the employee's situation.

7) Application for Reemployment Following Military Leave:

An employee who has engaged in military service must, in order to be entitled to the reemployment rights set forth above, submit an application for reemployment according to the following schedule:

- a) If service is less than 31-days (or for the purpose of taking an examination to determine fitness for service), the employee must report for reemployment at the beginning of the first full regularly scheduled working period on the first calendar day following completion of service and the expiration of eight (8.0) hours after a time for safe transportation back to the employee's residence.
- b) If service is for 31-days or more but less than 180 days, the employee must submit an application for reemployment with Human Resources no later than 14-days following the completion of service.
- c) If service is over 180-days, the employee must submit an application for reemployment with Human Resources no later than 90-days following the completion of service.

- d) If the employee is hospitalized or convalescing from a service-connected injury, the employee must submit an application for reemployment with Human Resources no later than two (2) years following completion of service.

8) Exceptions to Reemployment Following Military Leave:

In addition to the employee's failure to apply for reemployment in a timely manner, an employee is not entitled to reinstatement as described above if any of the following conditions exist:

- a) The TOKA's circumstances have so changed as to make reemployment impossible or unreasonable.
- b) The employee's employment prior to the military service was merely for a brief, non-recurrent period, and there was no reasonable expectation that the employment would have continued.
- c) The employee did not receive an honorable discharge from military service.

9) General Benefits Upon Reemployment from Military Leave:

- a) Employees reemployed following military leave will receive service credit and other benefits determined by service credit that the employee had at the beginning of the military leave, plus any additional service and benefits the employee would have attained, with reasonable certainty, had the individual remained continuously employed.
- b) An employee's time spent on active military duty will be counted toward his or her eligibility for family and medical leave once they return to his or her job at the TOKA.

10) Documentation:

An employee shall provide military discharge documentation that establishes:

- a) The timeliness of the application for reemployment,
- b) The length of military service, and
- c) The character of the employee's military service.

T. Family & Medical Leave of Absence:

1) General Provisions:

Family and medical leave of up to 12 weeks (or longer under specific circumstances discussed below) shall be provided to an eligible employee in specifically defined circumstances.

Family and Medical Leave may be paid, unpaid or a combination of paid and unpaid leave, depending on the circumstances and length of the leave and as specified in this policy.

An employee, who is found to be or have been engaged in other employment, including self-employment, during a Family and Medical Leave of absence without having fully disclosed the employment and having received approval prior to the start of the leave, shall be subject to disciplinary action up to and including termination of employment.

2) Eligibility:

To qualify to take Family or Medical Leave under this policy, the employee must meet all of the following conditions:

- a) The employee must have worked for the TOKA for at least 52-weeks.
- b) For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of the week or if the employee is on leave during the week.
- c) The employee must have worked at least 1,250 hours during the 52-week period immediately before the date when the leave is requested to commence.
- d) Hours worked does not include time spent on paid or unpaid leave.

3) Type of Leave Covered:

To qualify as Family and Medical Leave under this policy, the employee must be taking leave for one of the reasons listed below:

- a) The birth of a child and in order to care for that child;
- b) The placement of a child for adoption or foster care or legal guardianship and to care for the newly placed child;

- c) To care for a spouse, child or parent with a serious health condition, which is limited to the following:
 - i. A condition that requires inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care,
 - ii. A condition that requires continuing care by a licensed health care provider, or
 - iii. An Illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition, which if left untreated, would result in a period of incapacity of more than three (3) days, would be considered a serious health condition.

An employee shall provide a doctor's certification of the serious health condition. If an employee takes paid Sick Leave for a condition that progresses into a serious health condition, and the employee requests unpaid leave as provided under this policy, the TOKA may designate all or some portion of related Sick Leave taken as leave under this policy, to the extent that the earlier leave meets the necessary qualifications;

- d) To care for a spouse, son, daughter, parent or next of kin who is a member of the Armed Forces, including the National Guard or Reserves, and who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness;
- e) Certain qualifying exigencies arising out of a covered military member's active duty status, or notification of an impending call or order to active duty status, in support of a contingency operation;
- f) To care for a covered service member recovering from a serious injury or illness incurred in the line of duty on active duty;
- g) An employee may take leave because of a serious health condition that makes the employee unable to perform the functions of the employee's position. Leave for birth, adoption or foster care or legal guardianship of a child must be taken within one (1) year of the birth or placement of the child;

- h) A covered family member's active duty or call to active duty in the Armed Forces;
- i) An employee whose spouse, son, daughter or parent either has been notified of an impending call or order to active military duty or who is already on active duty and may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service. Some points to consider are:

Reasons related to the call-up or service includes helping the family member prepare for the departure or caring for children of the service member. The leave may commence as soon as the service member receives the call-up notice.

This type of leave would be counted toward the employee's 12-week maximum of family and medical leave in a 12-month period. Employees requesting this type of family and medical leave must provide proof of the qualifying family member's call-up or active military service before leave is granted.

4) Leave to Care for an Injured or Ill Service Member:

- a) Total Family and Medical Leave may extend to up to 26 weeks in a 12-month period for an employee whose spouse, son, daughter, parent or next-of-kin is injured or recovering from an injury suffered while on active military duty and who is unable to perform the duties of the service member's office, grade, rank or rating.
- b) Next-of-kin, as used above, is defined as the closest blood relative of the employee. An employee is also eligible for this type of leave when the family service member is receiving medical treatment, recuperation or therapy, even if the service member is on temporary disability retired list.
- c) Employees requesting this type of Family and Medical Leave must provide certification of the family member or next-of-kin's injury, recovery or need for care. This certification is not tied to a serious health condition as for other types of Family and Medical Leave.
- d) This is the only type of Family and Medical Leave that may extend an employee's leave entitlement beyond 12 weeks to 26 weeks.

- 5) An eligible employee can take up to 12 weeks (or up to 26 weeks of leave to care for an injured or ill service member) under this policy during any 12-month period.
- 6) Employee Status & Benefits During Leave:
 - a) While an employee is on leave, the TOKA will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.
 - b) If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the TOKA will require the employee to reimburse TOKA the amount it paid for the employee's health insurance premium during the leave period.
 - c) Under current TOKA policy, the employee, depending on the coverage elected, pays a portion of the medical, dental, life insurance premium.
 - d) While on paid leave, the TOKA will continue to make payroll deductions to collect the employee's share of the premium.
 - e) While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment for the month must be received in the TOKA Finance Department by the first day of each month. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave.

7) Employee Status after Leave:

An employee who takes leave under this policy will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. The position will be the same or virtually identical in terms of pay, benefits and working conditions. The TOKA may choose to exempt certain key employees from this requirement and not return them to the same or similar position.

8) Use of Paid & Unpaid Leave:

- a) An employee who is taking Family and Medical Leave because of the employee's own serious health condition or the serious health condition of a family member may use available paid

Annual Leave and Sick Leave prior to being eligible for unpaid leave.

- b) Sick Leave may run concurrently with Family and Medical Leave if the reason for the Family and Medical Leave is covered by the established Sick Leave policy.
- c) As per Family and Medical Leave, an employee who is taking leave for the adoption, legal guardianship, or foster care of a child may use available paid Annual Leave prior to being eligible.

9) Intermittent Leave or a Reduced Work Schedule:

- a) With proper certification, an employee may:
 - i. Take Family and Medical Leave in 12 consecutive weeks,
 - ii. Use the leave intermittently (take a day periodically when needed over the year), or under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced work schedule. In all cases, the leave may not exceed a total of 12-workweeks (or 26-work weeks to care for an injured or ill service member) over a 12-month period.
- b) Temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, in instances of when leave for the employee or employee's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth, or placement for adoption or foster care or legal guardianship.
- c) For the birth, adoption, foster care, or legal guardianship of a child, the TOKA and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced hour schedule.
- d) If the employee is taking intermittent leave for a serious health condition or because of the serious health condition of a family member, the employee must show that the use of the leave is medically necessary. The employee is required to provide to TOKA certification of the medical necessity of intermittent leave.

10) Certification of the Serious Health Condition of the Employee or the Spouse, Child or Parent of the Employee:

- a) The TOKA may require certification of the serious health condition for approval of Family and Medical Leave.

The employee must respond to such a request within 15-days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

Medical certification may be provided by using a medical certification form from an authorized medical doctor. The medical certificate form must be made in writing as part of the employer response to employee request for leave.

- b) Certification of the Serious Health Condition Shall Include:
 - i. The date when the condition began,
 - ii. The expected duration of the condition, and
 - iii. A brief statement of treatment.
- c) For Medical Leave for the Employee's Own Medical Condition, the Certification Must Also Include:
 - i. A statement that the employee is unable to perform work of any kind, or
 - ii. A statement that the employee is unable to perform the essential functions of the employee's position.
- d) For a Family Member Who Is Seriously Ill, the Certification Must Include:
 - i. A statement that the patient (the family member) requires assistance, and
 - ii. A statement that the employee's presence would be beneficial or desirable.
- e) If the Employee Plans to Take Intermittent Leave or Work a Reduced Schedule, the Certification Must Also Include:
 - i. Dates and the duration of treatment, and
 - ii. A statement of medical necessity for taking intermittent leave or working a reduced schedule.
- f) TOKA Has the Right to Ask for a Second Opinion If It Has Reason to Doubt the Certification:

- i. The TOKA will pay for the employee to get a certification from a second doctor, which the TOKA will select.
- ii. If necessary to resolve a conflict between the original certification and the second opinion, the TOKA will require the opinion of a third doctor:
 - I. The TOKA and the employee will mutually select the third doctor, and the TOKA will pay for the opinion.
 - II. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the Family and Medical Leave Policy pending the second and/or third opinion.

11) Documentation of the Need for Service Member Family & Medical Leave to Care for an Injured or Ill Service Member:

Employees requesting Service Member Family and Medical Leave must provide documentation of the family member's or next-of-kin's injury, recovery or need for care. This documentation may be a copy of the military medical information, orders for treatment, or other official Armed Forces communication pertaining to the service member's injury or illness incurred on active military duty that renders the member medically unfit to perform normally assigned military duties.

12) Procedure for Requesting Leave:

In circumstances regarding the birth of a child or in order to care for that child; the placement of a child for adoption or foster care or legal guardianship and to care for the newly placed child; to care for a spouse, child or parent with a serious health condition; or to care for a serious health condition of the employee, the below procedure must be followed:

- a) The Employee must provide verbal notice with an explanation of the Family and Medical Leave reason(s) to his or her immediate supervisor, and the immediate supervisor shall provide a written document to the Human Resources Department requesting the Family and Medical Leave.
- b) If the leave is foreseeable, the immediate supervisor shall require the employee to provide a written request for the Family and Medical Leave and reasons(s) with a copy to the Human Resources Department.

- c) Failure of the employee to provide a written request for leave may be grounds to deny or delay the taking of Family and Medical Leave.
- d) The TOKA will provide individual notice of rights and obligations to each employee requesting leave within two (2) business days or as soon as practicable.
- e) For employees on intermittent or recurring leave for the same incident, notice of rights and obligations will be provided every six (6) months.
- f) When an employee plans to take leave under this policy, the employee must give the TOKA 30-days notice.
- g) If it is not possible to give 30-days notice, the employee must give as much notice as is practicable.
- h) An employee who is to undergo planned medical treatment is required to make a reasonable effort to schedule the treatment in order to minimize disruptions to the TOKA's operations.
- i) If an employee fails to provide 30-days notice for foreseeable leave with no reasonable excuse for the delay, the leave request may be denied until at least 30-days from the date the employer receives notice.
- j) While on leave, an employee shall report at least at 30-day intervals to the TOKA regarding the status of the medical condition and his or her intent to return to work.

13) Procedure for Requesting Leave for Military:

In circumstances regarding a covered family member's active duty or call to active duty in the Armed Forces or caring for an injured or ill service member, the below procedure must be followed:

- a) An employee must provide verbal notice with an explanation of the reason(s) for the needed leave to his or her immediate supervisor, and the immediate supervisor shall provide a written document to the Human Resources Department requesting the Family and Medical Leave.
- b) Leave may commence as soon as the individual receives the call-up notice.

- c) If the leave is foreseeable, the immediate supervisor may require the employee to provide a written request for leave and reasons(s) with a copy to the Human Resources Department, including supporting military documents.
- d) The TOKA will provide the individual notice of rights and obligation to each employee requesting leave within two (2) business days or as soon as practicable.

U. All Leave Request & Approval:

- 1) All requests for leave shall be in writing and approved by the immediate supervisor or the Executive Director three (3) days in advance of leave or as early as otherwise practicable.
- 2) Emergency:
 - a) Unforeseen or emergency request for Annual Leave or one (1) day Sick Leave requests because of illness must be immediately brought to the attention of the immediate supervisor.
 - b) It shall be the responsibility of the immediate supervisor to notify the Executive Director of such leave request from an employee.
 - c) The employee shall immediately upon return to work complete a Leave of Absence Form (APPENDIX "C"). Failure by the employee to immediately (1-day) submit a leave slip upon return from emergency or one (1) day Sick Leave requests, shall result in disciplinary action as per Section 2.15, *Disciplinary Action* below.

V. Personal Leave of Absence:

- 1) A Personal Leave of Absence is an unpaid leave of absence for reasons not covered by other leaves above.
- 2) A Personal Leave of Absence may be requested when an employee's accrued Annual Leave has been exhausted, and there is a justifiable reason why the employee cannot be at work.
- 3) A Personal Leave of Absence when approved is approved at the total discretion of the TOKA, and approval may be withdrawn at any time for any reason or no reason with or without notice.
- 4) A Personal Leave of Absence shall not exceed three (3) months.

- 5) A Personal Leave of Absence must be approved by the employee's immediate supervisor and the Executive Director.
- 6) An employee shall not engage in other employment while on a Personal Leave of Absence from the TOKA unless that other employment is fully disclosed in advance of the leave beginning, and the leave is approved by the Executive Director.
- 7) An employee who is found to be or have been engaged in other employment, including self-employment, during a Personal Leave of Absence without having fully disclosed the employment and having received approval prior to the start of the Personal Leave of Absence, shall be subject to disciplinary action up to and including termination of employment.
- 8) All benefits provided by or through the TOKA shall be suspended when an employee begins a Personal Leave of Absence.
- 9) The time the employee is on a Personal Leave of Absence shall not be credited to the employee as service time for purposes of salary reviews, accrual of Annual Leave, Sick Leave, or any other service related benefit.
- 10) The employment of any employee who fails to return as scheduled from any leave, whether paid or unpaid, without the approval of the immediate supervisor and the Executive Director, shall be subject to termination as stated below in Section 2.17 *Attendance Policy*.

13. Safety

It is the policy of the TOKA, and the responsibility of each immediate supervisor, to furnish to its employees a place of employment which are free from recognized hazards that are causing or are likely to cause death or serious physical harm to employees.

- A. Each employee shall perform all tasks in a safe and efficient manner complying with all applicable local, state, federal and tribal safety and health regulations or standards, and with any special safety rules identified by the TOKA or the immediate supervisor for use in a particular area.
- B. Each employee shall be familiar with the safety rules for the work area, and each employee shall report any injury or illness suffered in connection with the job to the immediate supervisor or Human Resources immediately.

- C. Each employee who suffers a work-related injury or illness shall complete an Employee Injury Report Form required by the workers' compensation insurance carrier currently utilized by TOKA as soon as practicable after the injury or onset of the illness.
- D. An employee shall report to the immediate supervisor or to Human Resources any off-the-job injury, illness or condition that could affect the employee's ability to perform the job.
- E. Failure to timely report a work-related injury or illness may result in disciplinary action, up to and including termination of employment.
- F. The Executive Director or designee shall have the responsibility to develop, and authority to implement, the safety and health program in the interest of a safer work environment.
- G. The TOKA employees perform a wide range of functions in various locations. While each activity will have unique safety rules that apply, the following safety guidelines are applicable to all activities:
 - 1) Use good judgment in performing all duties;
 - 2) Report any work injury/illness to the supervisor;
 - 3) Report unsafe conditions to the supervisor;
 - 4) Use all Personal Protective Equipment required for the task;
 - 5) Do not use any equipment, vehicles, or materials when overly tired, ill or under the influence of any substance that may affect judgment;
 - 6) Keep the work area clean;
 - 7) Request assistance in lifting heavy loads;
 - 8) Wear seat belts when operating or occupying any TOKA vehicle or driving a personal vehicle while on TOKA business;
 - 9) Keep aisles and exits clear;
 - 10) Clean up all spills immediately;
 - 11) Use only appropriate stepstools, platforms, or ladders for climbing;
and
 - 12) Report or replace frayed electrical cords.
- H. Material Safety Data Sheets (MSDS) shall be maintained on all hazardous substances and materials on the premises in areas adjacent to the material to which the MSDS pertains. Employees should help ensure that MSDS are kept in their respective areas or report missing ones to their immediate supervisor.
- I. Workplace Violence – The TOKA does not tolerate any kind of violence in the workplace.
 - 1) Workplace Violence Is defined As, but Not Limited to:

- a) An assault or other violent act or threat that occurs in or is related to the workplace and entails a substantial risk of physical or emotional harm to individuals or damage to TOKA property, resources or capabilities;
 - b) Overtly aggressive physical acts against any person(s) or property;
 - c) Verbal threats or vicious statements that intimidate or otherwise arouse fear in another person, written threats, vicious notes, discrediting or intimidating pictures, or other material that harms, threatens, intimidates or otherwise arouses fear in another person, or covert aggressive behavior or visual act that injures, threatens, intimidates or otherwise arouses fear in another person.
- 2) Any employee who commits an act of violence at work against a person or property shall face disciplinary action, up to and including termination of employment and potential legal prosecution.
 - 3) Any non-employee who commits an act of violence at a TOKA work location against a person or property will be referred to legal authorities for prosecution as appropriate.

J. Weapons:

- 1) It is prohibited for any person to bring or possess any weapon in any building, adjacent premises (e.g., grounds or parking lot) or property occupied or used by the TOKA.
- 2) Weapons include, but are not limited to: firearms, ammunition, explosives, knives not generally used in the performance of job duties, and any object or tool when used to cause or threaten injury or harm.

K. Visitors:

Visitors not having business with the TOKA, including the child or children of an employee, are not permitted in the work area without the express written approval of the Executive Director.

14. Performance & Performance Management

The TOKA offers Performance Reviews, following the below types:

A. 45-Day Performance Review:

The immediate supervisor shall conduct and review with any new or existing TOKA employee who is transferred to a new position within TOKA, a documented review of the employee's performance in the position immediately following the first 45-calendar-days of employment in the new position to determine if the employee's performance has progressed in the position sufficiently to continue employment. No adjustment to the employee's pay shall be proposed, considered, or approved at the time of a 45-day performance review.

B. 90-Day Performance Review:

The immediate supervisor shall conduct and review with any new or existing TOKA employee who is transferred to a new position within TOKA, a documented review of the employee's performance in the such new position immediately following 90-calendar-days of employment in such position to determine if the employee's performance has progressed in the position sufficiently to continue employment. No adjustment to the employee's pay shall be proposed, considered, or approved at the time of a 90-day performance review.

C. 180-Day Performance Review:

The immediate supervisor shall conduct and review with any new or existing TOKA employee who is transferred to a new position within TOKA, a documented review of the employee's performance in such new position after five (5) months of employment in such position to determine if the employee's performance has progressed in the position sufficiently to continue employment. If warranted by a performance rating of at least Satisfactory, the immediate supervisor may recommend an adjustment to the employee's pay effective the first day of the pay period coincident with or following 180-days of employment.

D. Annual Performance Review:

Annually, at a time established by the Executive Director, the immediate supervisor shall conduct a documented review of each supervised employee's performance during the preceding review period. If the employee's performance warrants, the immediate supervisor may recommend an adjustment to the employee's pay effective on a date determined by the Executive Director.

An Employee who has received a pay adjustment during the six (6) calendar months, preceding the effective date of the Annual Performance Review, as a result of a 180-Day Performance Review, is not eligible for a pay adjustment at the time of the Annual Performance Review.

E. Special Performance Review:

An immediate supervisor may, at any time subject to the above conditions, conduct a documented performance review of any supervised employee, and after the employee has achieved 180-days of employment, recommend an adjustment to pay.

15. Disciplinary Action

- A. Violation of any TOKA policies and procedures may warrant and subject an employee to disciplinary action. The system is not formal and the TOKA may, at its sole and absolute discretion, deviate from any order of progressive disciplinary actions and utilize whatever form of discipline it deems appropriate under the circumstances, up to and including immediate termination of employment. The TOKA's policy for discipline in no way limits or alters the at-will employment relationship.
- B. Disciplinary action is intended to encourage an employee whose performance or behavior, in whole or in part, is unsatisfactory, to take immediate and sufficient steps to close the gap between observed performance or behavior and the level of performance or behavior expected by the immediate supervisor and by the organization.
- C. The immediate supervisor shall respond within a minimum of 3-days and a maximum of 5-days to each instance of unsatisfactory performance or behavior by an employee.
- D. It is the policy of the TOKA that management's response to an employee's unsatisfactory performance or behavior should be reasonable and proportional to the seriousness of the employee's performance or behavior taken as a whole.
- E. In determining a "reasonable" response to unsatisfactory performance or behavior, management should consider the employee's documented past performance and behavior, the impact of the unsatisfactory performance or behavior on the department or organization, the employee's length of employment service, and any extenuating and exacerbating circumstances or conditions.
- F. The TOKA reserves the right to determine the appropriate level of discipline for any unsatisfactory performance or behavior including but not limited to:
 - 1) Performance Counseling,
 - 2) Written Warning,

- 3) Final Written Warning or Suspension (without pay), or
 - 4) Termination of Employment.
- G. Successive instances of unsatisfactory performance or behavior by an employee may warrant disciplinary action that is progressively more severe.
 - H. The immediate supervisor (with the concurrence of the Human Resources Director and the approval of the Executive Director) may consider mitigating an exacerbating circumstance when determining appropriate discipline under this policy and may increase or decrease the disciplinary action to appropriately address an employee's performance or behavior issues.
 - I. A demotion in job classification and/or job grade may be imposed in situations where a regular full-time employee is unable to perform the essential duties of the job after reasonable accommodation.
 - J. A demotion in job classification and/or job grade shall not be imposed on, nor shall it be available to, a temporary or regular part-time employee.
 - K. The immediate supervisor shall deliver to the employee a written notice of disciplinary action being taken or a written notice of termination of employment. The Notice shall include the following:
 - 1) Such notice shall include a statement of the reasons for the action, and the employee's appeal rights, if any, under the appeal policy found below under Section 2.19 *Appeals*.
 - 2) A copy of the notice shall be given to Human Resources and shall be placed in the employee's Human Resources file.

16. Investigatory Leave

- A. Any Management personnel who witnesses serious acts of misconduct or violation(s) of TOKA policies and procedures of an employee, may immediately suspend and place such offending employee on investigatory leave, with notification to Human Resources, pending an investigation by Human Resources.
- B. Additionally, the filing of a written complaint or report to an employee's supervisor and/or the Human Resources Director by a TOKA employee alleging serious acts of misconduct or violation(s) of TOKA policies and procedures by another TOKA employee, may subject the allegedly offending employee to suspension of employment pending and investigation by Human Resources.

- C. Investigatory leave may be imposed by Human Resources when the organization needs time to review and investigate an allegation of a serious violation of policy or an incident of egregiously unacceptable behavior.
- D. An investigation conducted while an employee is on investigatory leave shall be conducted as expediently as practicable, but in no event shall an investigation or an investigatory leave suspension exceed a period of thirty (30) consecutive days.
- E. If the investigation leads to the conclusion that the allegation of a serious violation of policy or an incident of egregiously unacceptable behavior was (i) unsubstantiated; or (ii) substantiated and found to have occurred but the incident or behavior did not warrant the original suspension or if applicable, the termination of employment, the employee's employment status shall be restored, subject to any further disciplinary action deemed appropriate by TOKA in its sole and absolute discretion. In such event, the employee shall be paid his/her regular pay rate for normally scheduled work hours during which the employee was placed on investigatory leave.
- F. If the investigation leads to the conclusion that the allegation of a serious violation of policy or an incident of egregiously unacceptable behavior was (i) substantiated and found to have occurred; and (ii) that the employee's suspension or termination of employment was warranted, the employee shall not receive pay for the time on investigatory leave and any additional disciplinary action shall be administered, as deemed appropriate by TOKA in the exercise of its sole and absolute discretion.

17. Attendance

- A. An employee's daily start time and end time shall be set by the immediate supervisor to efficiently and effectively carry out the duties, tasks, and responsibilities of the position and the department.
- B. It is the responsibility of each employee to notify the employee's immediate supervisor no later than the employee's scheduled start time of any instance of absence from work or of late arrival.
- C. Notice of absence, shall include at a minimum:
 - 1) The reason for the absence,
 - 2) The anticipated date/time of return to work,
 - 3) The telephone number at which the employee can be contacted.

- D. While an immediate supervisor may accept notification from a family member, friend, etc. to satisfy the notification requirement, the information above must be communicated, and the responsibility for notification remains with the employee to assure such notification is complete and successful.
- E. Exceptions to the notification requirement may be made at the immediate supervisor's discretion for cases of medical emergency, the employee's medical incapacity, and conditions completely outside the control or influence of the employee for whom communication is impossible.
- F. An employee shall not be paid for any unapproved/unauthorized absences.
- G. Absences, due to illnesses or injuries which qualify under the Family and Medical Leave Policy, will not be counted against an employee's attendance record.
- H. Medical documentation within the guidelines of the Family and Medical Leave Policy are required in cases for which the employee is claiming qualification.
- I. Properly approved times away from work using accrued Annual Leave, Administrative Leave, Educational Leave, Bereavement Leave, Jury/Witness Leave or compensatory time, are not considered an absence for the purpose of this policy without approval.
- J. Any failure to properly notify the immediate supervisor of a late arrival, early departure, or other interruption to the work shall result in disciplinary action as stated above in Section 2.15, Disciplinary Action.
- K. Any failure to notify the immediate supervisor of an absence coupled with a failure to report to work ("No-Call/No-Show") during the scheduled workday shall result in disciplinary action as stated above in Section 2.15, Disciplinary Action.
- L. Failure to notify the immediate supervisor of an absence, coupled with failure to report to work for three consecutive scheduled workdays, shall be considered as job abandonment by the employee, and the employee's employment shall be terminated.
- M. Actual arrival and departure times will be determined by the recorded time on the time recording system in each building or by a properly completed and approved timesheet.

- N. Failure to properly record starting and ending time on the recording system or timesheet will result in appropriate disciplinary action as stated above in Section 2.15, Disciplinary Action.
- O. Falsification of time records, including but not limited to an employee recording false work time for himself, herself, or another employee shall result in disciplinary action up to and including termination of employment as stated above in Section 2.15, Disciplinary Action.
- P. An employee shall be considered to have arrived late if the employee reports to work after the scheduled starting time.
- Q. An employee shall be considered to have left early if the employee leaves before the scheduled ending time.
- R. Scheduled overtime is considered scheduled work time. Departures from scheduled overtime will be considered an absence and disciplinary action will be taken as stated above in Section 2.15, Disciplinary Action.
- S. Any additional absences, failure to properly notify the immediate supervisor, late arrival, early departure or other interruption to the work schedule shall result in disciplinary action as stated above in Section 2.15, Disciplinary Action.
- T. The immediate supervisor (with the concurrence of the Human Resources Director and the approval of the Executive Director) may consider mitigating an exacerbating circumstance when determining appropriate discipline under this policy and may increase or decrease the disciplinary action and/or the time frames to appropriately address an employee's attendance issues especially in, but not limited to, a case of chronic absenteeism.
- U. An employee who is absent for three (3) or more consecutive workdays due to illness or injury shall be required to present a written statement from a qualified healthcare provider, indicating the need for the absence and the employee's ability to return to work.

18. Termination of Employment

A. General Termination Policy:

- 1) The TOKA reserves the right, consistent with the "at-will" employment status of TOKA employees, to terminate the employment of any employee at anytime, for any reason not specifically prohibited by law or for no reason, with or without notice.

- 2) Conversely, each employee of the TOKA has the right, consistent with the "at-will" employment status of TOKA employee, to terminate employment with the TOKA at anytime, for any reason or for no reason, with or without notice.
- 3) When possible and appropriate, employees who display unsatisfactory performance and/or behavior shall be counseled by the immediate supervisor and advised of potential disciplinary action as stated above in Section 2.15, Disciplinary Action, including termination of employment, for continued unsatisfactory performance and/or behavior.
- 4) Failure to correct unsatisfactory performance/ misbehavior or any further violation of TOKA policy shall result in additional disciplinary action as stated above in Section 2.15, Disciplinary Action, up to and including termination of employment.
- 5) Depending on the nature of the unsatisfactory performance and/or behavior, the TOKA, in the exercise of its sole and absolute discretion, reserves the right to terminate the employment of any employee without warning, cause or notice.
- 6) All terminated employees will be paid in accordance with applicable laws, contingent on the Property & Equipment Policy in Chapter 4.
- 7) Earned but unused Annual Leave not to exceed 240 hours may be paid out upon separation of employment.
- 8) Health and dental insurance for a terminated employee will terminate the last day of the month in which the termination becomes effective.
- 9) Insurance premiums paid by the terminated employee in the month in which the termination becomes effective for the following calendar month shall be refunded to the terminated employee in the final paycheck.
- 10) Human Resources shall terminate all insurance and notify the employee of continuation and/or conversion rights.

B. Involuntary Terminations:

- 1) An involuntary termination is one that is initiated by the TOKA.

- 2) All involuntary terminations must be coordinated with Human Resources and approved by the employee's immediate supervisor, director and the Executive Director.
- 3) The TOKA will inform the employee of TOKA's termination of employment and if termination is for "cause," the reason for such termination.
- 4) The date of separation will be the employee's last day worked.
- 5) The employee's record will indicate the cause, if any, for an involuntary termination of employment.
- 6) An employee, involuntarily terminated because of unsatisfactory performance and/or behavior, shall not be eligible for re-hire by TOKA until after a year of separation from TOKA employment.

C. Voluntary Terminations:

- 1) A voluntary termination is one that is initiated by the employee.
- 2) Any employee who desires to resign from the TOKA employment and desires to be eligible for re-hire shall provide at least two (2) weeks' notice from the end of the current pay period.
- 3) The immediate supervisor may, with the concurrence of the Executive Director, agree to permit a shorter period of notice when it is deemed in the best interests of the TOKA.
- 4) A resigning employee who is released before the end of the notice period provided to the TOKA shall be paid for the remaining notice period up to two (2) weeks from the date of notice.
- 5) If a resigning employee's notice period crosses into a new calendar month, insurance premiums paid by the employee shall not be deducted from the employee's paychecks during the last calendar month of employment.

D. Reduction in Force ("RIF"):

- 1) The Executive Director has the right to terminate the employment of any employee due to a RIF resulting from a lack of funds, budget cut-backs or curtailment of work.
- 2) Unless in advance of a RIF, the TOKA Board of Directors approves a request from the Executive Director to waive the applicability of

this section in the best interests of TOKA, the following order of preference, the order of preference for retention of employees in the event of a RIF and for recall from a RIF within a job classification, shall be as follows:

- a) Members of the Tohono O'odham Nation,
- b) Members of other federally recognized Indian Tribes,
- c) Other Indians,
- d) Non-Indians, and
- e) Preference within these categories shall be based on length of service with the TOKA.

E. Pay upon Termination of Employment:

- 1) When an Employee Terminates Employment with the TOKA, the Employee Shall Be Paid:
 - a) All unpaid hours actually worked or paid as worked, including, for a non-exempt employee, overtime,
 - b) The unused balance of accrued Annual Leave,
 - c) Premiums paid by the employee for insurance coverage beyond the last calendar day of the month in which employment terminates, and
 - d) Other amounts as approved by the Executive Director (e.g., pay in lieu of notice).
- 2) Pay upon Death of Employee:
 - a) If termination of employment is due to the death of an employee, the designated beneficiary of the deceased employee for benefits from Group Life Insurance provided by the TOKA shall be paid all amounts due.
 - b) If an employee dies without having designated a beneficiary for benefits from Group Life Insurance provided by the TOKA, or if the designated beneficiary is not valid, pay will be made in the employee's name and issued upon instructions of the courts.
 - c) All amounts paid to a terminated employee or beneficiary shall be subject to the deductions required by law and any deductions the employee has authorized.

- d) Pay for all amounts due to a terminated employee shall be paid on the normal payday for the pay period in which employment is terminated.

19. Appeals of Employee Grievances, Disciplinary Action or Termination of Employment

A. General Appeal Policy, Procedure, & TOKA Board of Directors' Code of Ethics:

1) Employee-Filed Complaints/Grievances:

- a) Any current TOKA employee who is aggrieved by any action which relates to working conditions, working relationships or TOKA employee policies, rules or regulations, shall first try to resolve the matter through immediate and informal discussions with the employee's immediate supervisor.
- b) If the matter is not resolved through informal discussion, a written complaint/grievance shall be filed with the employee's immediate supervisor and a copy shall be delivered to TOKA Human Resources within five (5) working days after the occurrence of the action(s) in question. This five (5) day limitation may be waived, by the TOKA Board of Directors, in the exercise of the Board's sole and absolute discretion, if through no fault of the employee, the employee was unaware of the action before the time limit expired, or due to extenuating circumstances the employee was unable to file a timely complaint/grievance. Unless the five (5) day time limitation is waived by the Board, the employee's failure to file a written complaint/grievance within the time period specified above, shall terminate any complaint or rights to further grieve the acts or incidents that were the subject matter of or gave rise to the informal discussions with the employee's immediate supervisor.
- c) Employee complaints/grievances may include, but are not limited to: such matters as:
 - i. employee/supervisor relationships;
 - ii. duty assignments not affecting the job description;
 - iii. shift and job location assignments;
 - iv. hours worked;
 - v. working facilities and conditions;

- vi. the application of TOKA policies for granting leave and similar matters; and
- vii. allegations of incidents involving a serious violation by a TOKA employee of TOKA policies or egregiously unacceptable behavior.

- d) Upon the filing of a written complaint/grievance with the employee's immediate supervisor and delivery of a copy to the TOKA Human Resources within the time limitation set forth above (unless such time limitation otherwise is waived by the TOKA Board), the employee's complaint/grievance shall be considered pursuant to the TOKA appeal procedures set forth in Section 2 below, except that employees with less than 180-days of continuous Employment Service and who do not report directly to the Executive Director shall have no complaint/grievance appeal rights.
- e) Any employee disciplinary action imposed or taken by TOKA, may be appealed by the affected employee(s) pursuant to the TOKA appeal procedures set forth in Section 2 below.
- f) Any employee whose employment is terminated by TOKA, may appeal such termination of employment pursuant to the TOKA appeal procedures set forth in Section 3 below. However, if the terminated cashes, negotiates or deposits a TOKA check representing the lump sum payment by TOKA of the employee's accrued and unused Annual Leave, the cashing, negotiation or deposit of such check shall (i) constitute an unequivocal and final waiver of; and (ii) automatically terminate, all and any of such employee's rights to appeal or otherwise further contest, such employee's termination of employment.

2) Appeals of Employee Disciplinary Actions and Complaints/Grievances:

STEP 1 – Submittal of Appeal to Immediate Supervisor:

- a) The employee must first present a written appeal of any matter arising from or related to a TOKA disciplinary action or in the case of a complaint/grievance, a written grievance/complaint, to the employee's immediate supervisor with a copy to the Human Resources Director within five (5) working days after the occurrence of the action(s) in question. Every effort shall be made by the parties to resolve the appeal at the lowest possible supervisory level.

- b) The immediate supervisor shall, within five (5) working days of receiving the employee's appeal or in the case of a complaint/grievance, a written grievance/complaint, investigate the issue, prepare a written decision on the issue, and meet with the employee to review the immediate supervisor's decision in an effort to resolve the issue.
- c) If the employee is not satisfied with the immediate supervisor's decision or if the five (5) days timeframe above has passed with no action by the immediate supervisor, the employee's appeal or complaint/grievance may proceed to Step 2 below, upon the employee's written notification to the employee's Department Director (with a copy of such notification to the Human Resources Director), by no later than three (3) working days thereafter.

STEP 2 – Submittal of Appeal to Department Director:

- a) Within five (5) work days of receiving the employee's appeal or complaint/grievance, the employee's Department Director or such Director's shall, within five (5) working days of receiving the employee's appeal or complaint/grievance, investigate the issue, prepare a written decision on the issue and meet with the employee to review the immediate supervisor's decision in an effort to resolve the issue. If the employee is not satisfied with the Department Director's decision, or if the five (5) days have passed with no action by the Department Director, the employee may then proceed to Step 3 below, upon the employee's written notification to TOKA's Executive Director (with a copy of such notification to the Human Resources Director), by no later than three (3) working days thereafter.

STEP 3 - Submittal of Appeal to Executive Director:

- a) The employee must submit the appeal or complaint/grievance in writing to the Executive Director.
- b) The Executive Director shall, within five (5) working days of receiving the appeal or complaint/grievance, investigate the issue, prepare a written decision on the issue, and meet with the employee to review the Executive Director's decision in an effort to resolve the issue.
- c) If the employee is not satisfied with the Executive Director's decision, or if five (5) days have passed with no action by the Executive Director, the employee, if eligible as set forth below,

may proceed to Step 4 below, upon the employee's written notification to the TOKA's Board of Directors (with a copy of such notification to the Human Resources Director and the Executive Director), by no later than a three (3) working days thereafter.

STEP 4 – Submittal of Appeal to TOKA Board of Directors:

- a) Only employees who (i) have completed 180 days of continuous Employment Service with the TOKA; or (ii) report directly to and are immediately supervised by the Executive Director, without regard to the employee's length of Employment Service, are eligible to file an appeal with the TOKA Board.
- b) All appeals to the TOKA Board after the completion of Step 3 above, must be in writing and filed with the TOKA Board within the three (3) daytime period set forth above.
- c) An employee submitting an appeal to the Board shall conform to the procedures for doing so as established by the Board, in its sole and absolute discretion. An employee may file an appeal to the Board only after first completing and exhausting Steps 1 through 3 above.
- d) Only the appeal presented originally in writing shall be considered by the TOKA Board at this level of appeal. To insure this, a copy of the original written appeal or complaint/grievance filed with the immediate supervisor shall be delivered to the TOKA Board with a copy to the Executive Director.
- e) The matter or employee disciplinary action giving rise to the appeal shall take effect despite the appeal being filed, and shall not be delayed while the appeal is pending.

3) Appeals of Termination of Employment:

STEP 1 – Submittal of Appeal to Human Resources Director:

- a) The terminated employee must first present a written appeal of any matter arising from or related to the termination of employment to the Human Resources Director within five (5) working days from the date of termination.
- b) The Human Resources Director shall, within five (5) working days of receiving the terminated employee's written appeal, investigate the matter, prepare a written decision on the issue and

mail such written decision to the terminated employee's last known address.

- c) If the employee is not satisfied with the Human Resources Director's decision or if the five (5) day time period above has passed with no action by the Human Resources Director, the employee may proceed to Step 2 below, upon the delivery of a written notification of appeal, together with a copy of the original appeal filed with the Human Resources Director, to the TOKA Executive Director (with a copy of such notification of appeal to the Human Resources Director), by no later than three (3) working days thereafter.

STEP 2 – Submittal of Appeal to Executive Director:

- a) Upon the timely delivery of the terminated employee's written notification of appeal, the Executive Director shall, within five (5) working days of receiving the appeal, investigate the appeal, prepare a written decision on the appeal and mail such written decision to the terminated employee's last known address.
- b) If the terminated employee is not satisfied with the Executive Director's decision, or if the five (5) day time period above has passed with no action by the Executive Director, the terminated employee, may, if eligible, proceed to Step 3 below and file an appeal with the TOKA Board, upon the delivery of a written notification of appeal (together with a copy of the original appeal filed with the Human Resources Director), to the Executive Director in care of the TOKA Board (with a copy of such notification to the Human Resources Director), by no later than three (3) working days thereafter.

STEP 3 – Submittal of Appeal to TOKA Board of Directors:

- a) A terminated employee is eligible to appeal the TOKA's termination of employment decision to the TOKA Board if the employee:
 - i. First, timely delivers a notification of appeal within the three (3) day time period set forth above to the TOKA Board of Directors, by delivering the notification of appeal to the Executive Director.
 - ii. Had completed 180 days of continuous Employment Service with the TOKA prior to termination; or

- iii. Such employee reported directly to the Executive Director or the terminated employee's immediate supervisor was the Executive Director, without regard to the employee's length of Employment Service.
 - b) A terminated employee submitting an appeal to the Board shall conform to any procedures for doing so, as established by the Board, in its sole and absolute discretion. A terminated employee may only file an appeal to the Board after first completing and exhausting the first two steps of appeal set forth above.
 - c) Only the original written appeal presented to the Human Resources Director shall be considered at this Board level of appeal. To insure this, a copy of the original written appeal filed with the Human Resources Director and the Executive director shall be delivered to the Executive Director in care of the TOKA Board.
 - d) The termination of employment giving rise to the appeal shall take effect despite the appeal being filed and no reinstatement of employment shall occur while the appeal is pending, except that no position vacancy created by or resulting from the termination of employment with is the subject matter of an appeal to the TOKA Board shall be filled by TOKA until such time as the final appeal decision has been made by the TOKA Board.
- 4) TOKA Board of Directors' Code of Ethics Related to Appeals Under This Policy:
- a) The Board shall not be involved in any appeal at lower levels including directing any disciplinary action, termination of employment or response to an lower appeal to ensure that employees receive fair appeal hearings before the Board.
 - b) The Board shall attend and participate in any duly called regular or special meeting related to an appeal under these policies.
 - c) The Board shall exercise authority related to any appeal under these policies only when in session.
 - d) The Board shall respect the confidentiality of any appeal session or executive session and shall ensure that any Human Resource department personnel assisting the Board in such sessions, respect this confidentiality.

- e) The Board shall disqualify themselves from any decision or voting on any appeal issue directly related to their immediate family.
- f) The Board shall render decisions based on applicable laws, regulations, policies, evidence and testimony presented to them and/or the advise of legal counsel.
- g) The Board shall not accept special or political advantages on any appeal, from any person, in an attempt to influence the Board's decision.
- h) The Board shall be obligated to uphold and consistently apply the Human Resources Policies and Procedures.

5) TOKA Board Appeals - Policy & Procedures:

a) Policy

If a written appeal is filed, it shall be processed in accordance with the deadlines set forth above (except that time limits may be waived or extended by written consent of the employee and the Executive Director).

b) Records

Any employee is entitled to any records pertaining to the appeal provided such records are not confidential or privileged. The employee shall request in writing those records in detail and shall pay for them a rate of \$.35 per page, which rate may change from time to time.

c) Procedure

- i. Following the timely receipt by the Executive Director of a notification of appeal in acre of the TOKA Board, the Executive Director shall arrange for the appeal request to be placed on the agenda for the next regularly scheduled TOKA Board meeting for the Board's consideration, action and the scheduling of an appeal hearing.
- ii. The appellant and Executive Director shall each submit within ten (10) days of the scheduled appeal hearing, a memorandum setting forth the parties' respective positions.

- iii. The Board shall consider the appeal based on all the information before it and shall render a written decision no later than ten (10) working days following the appeal hearing.
- iv. The TOKA Board shall establish an appeal panel comprised of three (3) members of the Board. The Board Chairperson shall appoint all of the members of the appeal panel for each Board appeal hearing.
- v. When an appeal hearing is scheduled, written notice shall be sent by the Board Chairperson, to the appellant, and his or representative, if any, and the TOKA's Executive Director at least ten (10) working days in advance of the day set for the hearing. The notice shall include a copy of the appeal to be heard and set forth the time, date, place and purpose of the hearing. The notice shall also inform of the appellant and the Executive Director of the appeal hearing procedures and the requirement for submittal of a hearing memorandum by the parties setting forth their respective positions.
- vi. All TOKA Board appeal hearings shall be closed to the public. In conducting a hearing, the proceedings shall be informal, and the technical rules of evidence shall not apply. It shall be assumed that the action complained of was taken in good faith unless proved otherwise.
- vii. The parties shall make an opening statement briefly summarizing their position. The appellant shall present his or her claim, and the Executive Director or staff shall present his or her response. The parties shall thereafter make closing statements.
- viii. All parties to the hearing shall be entitled to counsel or representation of their own choosing at their own expense. They shall also have the right to call witnesses.
- ix. Within ten (10) working days after the close of the hearing, the appeal panel, on behalf of the Board, shall render its decision to all concerned parties in writing. Such decision shall be final, binding and non-appealable unless, as set forth below, the Board, in its sole discretion, decides that newly-found or discovered evidence calls for a new hearing.
- x. In the event that new facts or information are discovered after the Board hearing, which may alter or change the

findings of the appeal panel, a new appeal hearing may be scheduled upon the written request of the appellant or the Executive Director, at the sole discretion of the Board.

- xi. The TOKA does not consent to suit nor waive its sovereign immunity with respect to any employee appeal.
- xii. If an appellant is denied the opportunity to present an appeal as prescribed by this policy, or if the appellant is threatened or subjected to duress when presenting the appeal, the appellant may notify the Board in writing. The Board shall review the appellant's claim of duress or noncompliance and may authorize an investigation of such claim. If the findings of the Board so warrant, the Board may take disciplinary action against any person who threatened or subjected to duress when presenting the appeal or otherwise deprived the appellant the opportunity to present an appeal as prescribed by this policy.

20. Human Resources Records

- A. The Human Resources Director shall establish and maintain a complete set of records of each employee.
- B. All Human Resources files shall be treated as confidential.
- C. All Human Resources files and all contents thereof are the sole property of the TOKA and shall not be released or copied without proper authorization.
- D. Any current TOKA employee is entitled to review the contents of his or her Human Resources file upon submitting a written request for such review to the Human Resources Director. Any terminated or past TOKA employee shall not be entitled to receive a copy of his/her Human Resources personnel file as of the date of termination of his/her employment.
- E. Release of Employee Information:
 - 1) Human Resources shall maintain the confidentiality of all employee records.
 - 2) In cases where by operation of law, under court order or operating requirements of the TOKA necessitate disclosure of employee information, disclosure shall only be granted to those persons,

governmental entities or courts having lawful jurisdiction over TOKA with a need to have access to such information.

- 3) Release of employee information to individuals or entities other than TOKA Directors shall be restricted to:
 - a) Information the employee has authorized for release by a signed authorization;
 - b) Information necessary for the administration and application of benefits (e.g. confirmation of benefits to an employee's medical provider);
 - c) Information the TOKA is required to release by order of a court or governmental agency with proper jurisdiction to order the release;
 - d) Information to a prospective employer limited to the employee's position title, job description and dates of employment;
 - e) Representatives of Government or law enforcement agencies, in the course of their official business;
 - f) Human Resources shall protect the confidentiality of personal information on employees, including the employees' Social Security Numbers, obtained and used in the course of business from employees and applicants;
 - g) Social Security Numbers will be collected from applicants and employees as required in order to meet federal and/or state reporting requirements. These purposes include:
 - i. To conduct pre-employment background checks,
 - ii. To verify eligibility for employment,
 - iii. To withhold federal and state taxes,
 - iv. To comply with new-hire reporting requirements, and
 - v. To facilitate enrollment in the TOKA benefits plans.
 - h) Except for verification and reporting uses for the above-referenced reasons, no Social Security Number or portion of a Social Security Number will be used in the conduct of the TOKA's business;
 - i) No Social Security Number or portion of a Social Security Number will be permitted to be used for the following purposes:

- i. Identification badges,
 - ii. Time cards,
 - iii. Employee rosters,
 - iv. Employee identification records,
 - v. Computer passwords,
 - vi. TOKA account records, and
 - vii. Agreements or contracts.
- j) No Social Security Number or portion of a Social Security Number will be used in open computer transmissions, TOKA distributions except where such transmission of information is by secure connection;
- k) All documents containing Social Security Numbers shall be stored in locked secured areas;
- l) All computer applications containing Social Security Numbers shall be maintained on secured, authorized-access computer stations only;
- m) Only persons who have a legitimate business reason will have access to Social Security Numbers;
- n) Employees granted such access must take all necessary precautions to ensure the integrity of records that include such numbers when the records are not being used;
- o) Records that include Social Security Numbers will be maintained in accordance with applicable laws, and, when such documents are released for destruction, the records will be destroyed by shredding;
- p) The Human Resources file of each employee shall be reviewed annually by the Human Resources Director, and material adverse to the employee which is five (5) years or older shall be removed and destroyed if, in the judgment of the Executive Director, such material serves no purpose to the TOKA;
- q) Upon separation of employment, the employee's entire Human Resources file shall be placed in the "Inactive" Human Resources files; and
- r) Human Resources files shall be retained in compliance with applicable laws and regulations.

APPENDIX "A"

Employment Requisition

Position Title _____	Req. # _____
Department _____	Hiring Authority _____
Immediate Supervisor _____	Date _____
<u>A Current Job Description Must Be Attached Before Recruitment Will Begin</u>	
<input type="checkbox"/> Full Time	<input type="checkbox"/> Part Time If Part Time – Hours Per Week _____
<input type="checkbox"/> Exempt	<input type="checkbox"/> Non-Exempt
<input type="checkbox"/> Temporary	Anticipated Length of Temporary Employment _____
Reason for Employment Requisition	
<input type="checkbox"/> New Position	<input type="checkbox"/> Replacement for: _____
Special Skills, Knowledge, Experience Not Included In Job Description:	
Preferred Recruitment Method(s):	
<input type="checkbox"/> Local Internet	<input type="checkbox"/> National <input type="checkbox"/> Radio <input type="checkbox"/> Employee Referral
<input type="checkbox"/> Local Newspaper	<input type="checkbox"/> National Newspaper <input type="checkbox"/> Indian Country Today
<input type="checkbox"/> Other: Specify _____	
Interviewers:	
Approval Signatures:	
Immediate Supervisor _____	Date _____
Human Resources _____	Date _____
Executive Director _____	Date _____
Selected Candidate Information (To Be Completed By Human Resources)	
Name of Candidate _____	
Prop. Wage _____	Job Grade _____
Comp Ratio _____	Start Date _____
Reason for Hire	

APPENDIX “B”
Application for Education Assistance

Complete and Obtain Approvals **Before** the Course Begins

Attach Class Schedule Showing Days and Times of Classes

Employee’s Name:			
Job Title:			
Name of School:			
Degree Program:			
Dates of School Term:		To:	
Course Title:		Tuition: \$	
Required Text Books:		Book Cost \$	
Course Title:		Tuition: \$	
Required Text Books:		Book Cost \$	
Course Title:		Tuition: \$	
Required Text Books:		Book Cost \$	
Required Fees:		\$	
Total Cost:		\$	
Other Financial Aid Available:*		\$	
Amount Requested (Total Cost minus Other Financial Aid)		\$	
Reason for Taking Course:			
Fiscal Year Education Assistance Limits Annual Education Assistance Cap: <input type="checkbox"/> Regular Full-Time Employee: \$7,000.00 per fiscal year <input type="checkbox"/> Regular Part-Time Employee: Up to one-half (1/2) of the annual cap		\$	
Education Assistance Paid Fiscal Year To Date:		\$	
Education Assistance Available		\$	
APPROVED EDUCATION ASSISTANCE FOR THIS		\$	

Employee Acknowledgement

I understand that reimbursement is subject to policy requirements, available funding, and satisfactory course completion. I also acknowledge that I am responsible for any tax consequences related to Education Assistance benefits.

Employee Signature: _____ Date: _____

Approvals (Required Prior to Course Start)

Immediate Supervisor: _____ Date: _____

Human Resources: _____ Date: _____

Executive Director: _____ Date: _____

APPENDIX "C"
Leave of Absence Form

Name: _____ Date _____

Dept. _____

I request a leave of absence for the period and reason indicated:

To begin: _____

To end: _____

Reason: _____

I understand this leave of absence is subject to the following conditions:

- (1) I accept other employment during the period of this leave, my rights to certain compensation/benefits may be reduced or eliminated
- (2) I will return to work on the first day after this leave period expires, unless I have made other arrangements with the employer and/or have provided medical certification of my inability to return to work.
- (3) Coverage under the various group insurance policies will not be continued by the TOKA unless initialed below by a representative of the TOKA.

HOSPITALIZATION _____

LIFE INSURANCE _____

SURGICAL _____

MAJOR MEDICAL _____

SICKNESS & ACCIDENT _____

OTHER _____

- (4) I have made the following arrangement to pay the costs of continuing any of the above policies:

- (5) I will be reinstated in my former position, or a similar one, unless conditions have so changed that neither my former position or a similar one can be offered to me without presenting an undue burden on my employer.

Approved by

Date

Employee Signature

(NOTE: Where pension or profit sharing plans are involved, these matters should be set forth clearly in the leave of absence form.)

CHAPTER 3 - SUBSTANCE ABUSE POLICY

1. Purpose of Policy

The Tohono O’Odham Ki:Ki Association (“TOKA”) believes that it is important to promote a drug-free work environment, to maintain safe, healthy, and efficient operations, and to protect the safety and security of the employees, facilities, and property of the TOKA.

Drugs or alcohol may pose serious risks to the user and all those who work with the user. For all of these reasons, the TOKA has established this Substance Abuse Policy. In addition, the use, possession, sale, transfer, manufacture, distribution and dispensation of alcohol or illegal drugs in the workplace pose unacceptable risks to the maintenance of a safe and healthy workplace and to the security of TOKA employees, facilities, and property. Substance abuse, while at work or otherwise, seriously endangers the safety of employees, as well as the general public, and creates a variety of workplace problems, including increased injuries on the job, increased absenteeism, increased healthcare and benefit costs, increased theft, decreased morale, decreased productivity, and a decline in the quality of products and services provided by the TOKA.

2. Definitions

A. Illegal Drugs:

“Illegal drugs” means any controlled substance listed in schedules I through V of the federal Controlled Substances Act (21 U.S.C. § 812), medication, or other chemical substance that (1) is not legally obtainable; (2) is legally obtainable, but is not legally obtained, is not being used legally; or (3) is otherwise legally obtained or medically-prescribed. Thus, “illegal drugs” may include even over-the-counter medications, if they are not being used for the purpose(s) for which the manufacturer intended them or medically-prescribed drugs or narcotics that are otherwise classified as controlled substances in schedules I through V of the federal Controlled Substances Act (21 U.S.C. § 812).

B. Legal Drugs:

“Legal Drugs” means prescribed or over-the-counter drugs that are legally obtained by the employee and used for the purpose(s) for which the manufacturer intended them.

C. TOKA Property:

“Tohono O’Odham Ki:Ki Association property” and “Tohono O’Odham Ki:Ki Association equipment, machinery, and vehicles” means all property equipment, machinery, and vehicles owned, leased, rented, or used by the Tohono O’Odham Ki:Ki Association.

D. On Duty:

“On duty” means all working hours, as well as meal periods and break periods, regardless of whether on Tohono O’Odham Ki:Ki Association property, and all hours when an employee represents the Tohono O’Odham Ki:Ki Association in any capacity.

3. Scope of Policy

This Policy applies to all TOKA employees, including management, administration, non-regular employees, temporary employees, and to all applicants who have received conditional offers of employment with the TOKA. Depending upon their specific job duties, certain employees may be subject to additional requirements under client requirements or state or federal regulations, including additional restrictions on drug or alcohol use, and additional provisions for drug and/or alcohol testing.

4. Dissemination of Policy

- A. All employees shall receive a copy of this Policy and shall be required to sign an appropriate Substance Abuse Policy Drug Testing Acknowledgment, Consent, & Information Form (APPENDIX “A”).
- B. All applicants who have received conditional offers of employment with the TOKA shall be required to read this Policy before undergoing testing, and shall be required to sign an appropriate Acknowledgement and Receipt during their pre- employment period.

5. Rules

A. Substance Abuse by Employees:

1) Alcohol:

Employees may not use, possess, sell, or transfer alcohol while on duty, while working, while on the TOKA property, or while operating the TOKA equipment, machinery, or vehicles.

Employees may not work or report to work with detectable levels of alcohol in their systems.

Employees who violate either of these rules shall be subject to discipline, up to and including immediate discharge as per Chapter 2, Section 2.15, Disciplinary Action, hereof.

2) Illegal Drugs:

Employee may not possess, engage, use or be under the influence of any Illegal Drugs while on duty, while working, while on the TOKA property, or while operating any TOKA equipment, machinery, or vehicles.

Employees may not work or report to work with detectable levels of Illegal Drugs or the metabolites of Illegal Drugs in their systems.

Employees may not manufacture, distribute, dispense, transfer, or sell Illegal Drugs.

Employees who violate any of these rules shall be subject to discipline, up to and including immediate termination, pursuant to Chapter 2, Section 2.15, Disciplinary Action, hereof.

3) Legal Drugs/Medication:

Any employee who has reason to believe that the legal use of drugs, such as a prescribed medication, may pose a safety risk to any person or interfere with the employee's performance of his or her job must report such legal drug use to his or her immediate supervisor. The TOKA shall then determine whether any work restriction or limitation is indicated. Failure to report the legal use of a drug that may pose a safety risk may result in disciplinary action, up to and including immediate termination, as per Chapter 2, Section 2.15 Disciplinary Action.

B. Criminal Drug Convictions:

Any employee who is convicted of violating any criminal drug statute while in the workplace shall be subject to discipline up to and including immediate termination, as per Chapter 2, Section 2.15, Disciplinary Action, hereof.

In addition, employees are required to report to their immediate supervisor within five (5) days any felony criminal drug statute conviction during their

employment with TOKA, whether or not the conviction resulted from acts that occurred in the workplace.

C. Inspection of Property, Equipment, & Vehicles:

All persons on the TOKA property or who are performing services on a TOKA project, and all property, equipment, and vehicles on the TOKA property or being used in connection with the performance of work on a TOKA project (including without limitation all vehicles, containers, desks, and file cabinets), are subject to unannounced inspection by the TOKA for illegal substances.

Property or items brought to work by employees or used at work by them shall not be considered private and are subject to inspection under reasonable suspicion of violating this Policy.

Employees who refuse to permit inspections of such property or items under this Policy or who fail to cooperate with inspections under this Policy shall be subject to discipline, up to the including immediate discharge as per Chapter 2, Section 2.15 Disciplinary Action.

6. Drug & Alcohol Testing

The TOKA may require that employees and applicants provide urine, blood, breath, and/or other samples for drug and alcohol testing under any of the following circumstances:

A. Pre-Employment Testing:

All applicants who have been selected for employment with the TOKA shall be required to undergo drug testing, at TOKA's expense, as a condition of employment.

B. Reasonable Suspicion Testing:

The TOKA may require any employee to undergo drug and alcohol testing if there is a reasonable suspicion that the employee:

- 1) Has violated the TOKA written work rules prohibiting the use, possession, sale, or transfer of alcohol and/or illegal drugs while on duty, while working, while on the TOKA property, or while operating the TOKA equipment, machinery, or vehicles;
- 2) Is under the influence of alcohol and/or illegal drugs while on duty, while working, while on the TOKA property, or while operating the TOKA equipment, machinery, or vehicles;

- 3) Is impaired by alcohol and/or illegal drugs; or
- 4) May be affected by the use of alcohol and/or illegal drugs and that the use may adversely affect job performance or the work environment.

C. Post-Accident Testing:

The TOKA shall require any employee to undergo drug and alcohol testing as soon as practicable after a work-related accident.

D. Post-Injury Testing:

The TOKA shall require any employee who has sustained a work-related injury to undergo drug and alcohol testing.

E. Random Testing:

All employees are subject to periodic unannounced drug and alcohol testing on a random selection basis.

F. Treatment Program Testing:

Any employee who has been referred by the TOKA for chemical dependency treatment or evaluation or who is participating in a chemical dependency treatment program may be required to undergo drug and alcohol testing without prior notice during the evaluation or treatment period and for up to two (2) years following the employee's return to work.

G. Additional Testing:

The TOKA also may require employees to undergo drug and alcohol testing when, in the judgment of his or her immediate supervisor and Department Director. Such testing is appropriate for the maintenance of safety for employees, customers, clients, or the public at large, or for the maintenance of productivity, quality, or security of property or information.

7. Specimen Collection & Testing Procedures

A. Specimen Collection Procedures:

1) Test Subject Collection:

Appropriate professional personnel shall administer the collection of urine or oral-fluid testing.

2) Chain of Custody Procedures:

The TOKA shall take steps to preserve the chain of custody of specimens, in order to ensure testing accuracy.

B. Specimen Testing Procedures & Reliance:

- 1) Specimens shall be tested only by laboratories, which are properly approved, to conduct drug and alcohol testing by the U.S. Department of Health and Human Services (SAMHSA, formerly NIDA), the College of American Pathologists or the State of Arizona.
- 2) Specimens shall be tested only for the presence of alcohol, illegal drugs, and their metabolites.
- 3) The TOKA shall rely only on positive initial screening test results that also have been confirmed by gas chromatography/mass spectrometry or other methods of confirmatory analysis provided for by the National Institute on Drug Abuse, the Department of Health and Human Services, or the College of American Pathologists (“confirmatory test”).

C. Cost of Testing:

The TOKA shall pay for any drug and alcohol test that it requests or requires.

D. Suspensions Pending Test Results:

Pending receipt of test results and written explanations and requests for retests of positive confirmatory test results, and at the discretion of the immediate supervisor, an employee may be placed on Administrative Leave without pay. If an employee is placed on leave without pay, and the final confirmatory test result is negative, the employee shall be reinstated immediately with full back pay.

E. Test Result Reports:

The TOKA shall promptly communicate test results to test subjects.

8. Confidentiality of Test Results

The TOKA shall not disclose test results except as authorized by the test subject or as authorized, permitted, or required by applicable law or the TOKA policies.

9. Consequences of Refusal

Employees and applicants may refuse to undergo drug and alcohol testing. However, employees who refuse to undergo testing or who fail to cooperate with the testing procedures shall be subject to discipline, up to and including immediate discharge as per Chapter 2, Section 2.15 *Disciplinary Action*. Applicants who refuse to undergo testing or who fail to cooperate with the testing procedures shall not be hired.

10. Right to Explain Test Results

- A. Any test subject who tests positive on a confirmatory test on any drug and alcohol test required by the TOKA may:
 - 1) Submit additional information to the TOKA, in a confidential setting, to try to explain the confirmed positive test result; and
 - 2) Request in writing a confirmatory retest of the original sample, at his or her own expense, provided that the TOKA must receive the request within five (5) working days after the test subject has been informed of the confirmed positive test result.
- B. Confirmatory retests requested and paid for by the test subject may be conducted only by laboratories that are properly approved to conduct drug and alcohol testing by the National Institute on Drug Abuse, the Department of Health and Human Services, or the College of American Pathologists.

11. Consequences of Confirmed Positive Test Results

- A. Applicant:

Any employment applicants who test positive on a confirmatory test on any drug and alcohol test required by the TOKA and who does not timely and successfully refute the test results by explanation or retesting shall not be hired.

B. Employees:

1) First-Time Positive Test Result:

- a) Any employee who tests positive on a confirmatory test on any drug and alcohol test required by the TOKA for the first time and who does not timely and successfully refute the test results by explanation or retesting shall be subject to discipline short of discharge as per Chapter 2, Section 2.15 Disciplinary Action. Such employees also shall be referred for a chemical dependency evaluation, and shall be required to sign the Last Chance Agreement (APPENDIX “B”).
- b) Any employee who fails to appear for a chemical dependency evaluation when directed by the TOKA, fails to complete the terms of any prescribed treatment program, or fails in any way to cooperate with the chemical dependency referral and/or treatment process, shall be subject to discipline, up to and including immediate discharge as per Chapter 2, Section 2.15 Disciplinary Action.

2) Second-Time Positive Test Result:

Any employee who tests positive on a confirmatory test on any drug and alcohol test required by the TOKA for the second time and who does not timely and successfully refute the test results by explanation or retesting shall be immediately discharged as per Chapter 2, Section 2.15 Disciplinary Action.

C. Loss of Benefits & Compensation:

1) Unemployment Compensation Benefits:

Any employee who refuses to take, or who tests positive on a confirmatory test on any drug and alcohol test required by the TOKA and who does not timely and successfully refute the test results by explanation or retesting and who is discharged shall be subject to loss of unemployment insurance benefits.

2) Workers' Compensation Benefits:

Any employee who refuses to take, to cooperate with, or who tests positive on a confirmatory test on any drug and alcohol test required by the TOKA after a workplace accident or injury and who does not

timely and successfully refute the test results by explanation or re-testing shall be subject to loss of workers' compensation benefits.

12. Employee Substance Abuse Treatment Program

a) Policy to Assist:

The TOKA regards its employees as its most valuable asset. Accordingly, the TOKA maintains a policy to help employees who suffer from substance abuse and other mental health problems.

b) No Discipline for Seeking Treatment:

No employee shall be subject to discipline for voluntarily seeking substance abuse treatment. An employee may not, however, avoid discipline for violating the Substance Abuse Policy by seeking this assistance after the employee is referred for testing pursuant to this policy. In addition, an employee's participation in a substance abuse treatment program shall not excuse the employee from being required to meet all of the same standards and qualifications for the job that apply to other employees, including performance, and other measures.

c) Awareness Programs:

The TOKA shall conduct drug-free awareness programs periodically. These programs shall inform employees about the following:

- 1) The dangers of drug and alcohol abuse in the workplace;
- 2) The TOKA policy of maintaining a drug and alcohol-free workplace;
- 3) Available drug and alcohol counseling, rehabilitation, and Employee Assistance Programs; and
- 4) The sanctions that may be imposed for drug and alcohol abuse violations.

d) Policy Awareness:

Employees are encouraged to approach their supervisor at any time with any questions they have about the Substance Abuse Policy.

APPENDIX “A”

TOKA Letterhead

Substance Abuse Policy

Drug Testing Acknowledgment, Consent, and Information Form

Print Name: _____

Receipt of Substance Abuse Policy

I have received and read a copy of the Company’s Substance Abuse Policy, which expressly provides for drug and alcohol testing.

Consent and Authorization Statement

I hereby consent and agree: (1) to undergo drug and alcohol testing in accord with the Company’s Substance Abuse Policy; (2) that the company that collects my specimen and the testing laboratory that tests my specimen may communicate my test results and other information acquired in the testing process to the Company and its agents, representatives, and employees; and (3) that the Company may disclose my test results and other information acquired in the testing process to its agents, representatives, and understand that if my test result is confirmed positive that I may, in a confidential setting, offer an explanation of the confirmed positive result. For example, I may offer information on prescription medications taken prior to the drug and alcohol test that might affect the test result. I understand and agree that if my test result is confirmed positive and I am unable to timely and satisfactorily explain or rebut that result, my job offer will be withdrawn or, if I already have been hired, I will be subject to discipline, up to and including immediate discharge.

Employee Signature

Date _____

APPENDIX “B”
Last Chance Agreement

In consideration of the willingness of the Tohono O’odham Ki:Ki Association (TOKA) to continue my employment, I, _____, agree that my continued employment is conditional and subject to the following terms:

1. I agree to abstain from using, possessing or trafficking in illegal drugs or substances at anytime;
2. I agree to abstain from using, possessing or trafficking in legal, controlled drugs or substances at any time except in a manner consistent with a valid prescription properly issued to me by a qualified medical provider;
3. I agree to identify, enroll in and actively participate in an appropriate chemical dependency treatment and rehabilitation program, approved by the Human Resources Manager of the TOKA;
4. I agree to comply in every respect with the recommendations and with every aspect of the treatment and rehabilitation program;
5. I understand and recognize the importance of communication between my supervisor and the provider of the approved chemical dependency treatment and rehabilitation program concerning my performance and my compliance with the terms of any such treatment program, and I specifically consent to such communication;
6. I understand and agree that I will be subject to unannounced drug and/or alcohol testing for a period of two (2) years following the effective date of this agreement. I understand and agree that if I test positive on any such test, I will be subject to employment action up to and including immediate termination of my employment with the TOKA and that I shall have no appeal rights of such employment action;
7. I understand and agree that any future violations of any aspect of the Substance Abuse Policy, or any failure to comply with and complete the terms of any recommended treatment program, will result in the immediate termination of my employment with the TOKA;
8. I understand and agree that this Agreement is not intended to be and does not constitute a contract of continued employment between the TOKA and me. I understand and agree that my employment with the TOKA is “at will” and that either the TOKA or I may terminate my employment at any time, and for any or no reason.

Employee Signature

Date

Employee’s Name (Print)

Witness Signature

Date

CHAPTER 4 – PROPERTY & EQUIPMENT POLICY

1. Purpose

To ensure employees and volunteers properly utilize the TOKA property and equipment.

2. Scope

All Employees and Volunteers of the TOKA.

3. Policy

- A. The TOKA provides property and equipment for employees to perform the essential functions of their positions. Employees are responsible for the maintaining and care of all equipment assigned. Employees are responsible for returning any agency property issued to them. If property is not returned upon termination of employment, the cost of the property will be deducted from the employee's final paycheck.
- B. Property includes compensation or benefits that were incorrectly paid to, or inappropriately obtained by an employee.
- C. Employees will be liable for the cost of property in excess of their final paycheck. If property is subsequently returned, these deducted amounts will be returned to the employee.

4. Procedures

- A. Property and equipment are essential in accomplishing job duties. Property and equipment are expensive and may be difficult to replace. When using TOKA property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.
- B. Employees should notify supervisors if any equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repair.
- C. The improper, careless, negligent, destructive, or unsafe use or operation of equipment may result in disciplinary action, up to and including termination of employment.
- D. All property, supplies, and services purchased with TOKA funds should be used only in the operation of the TOKA.

- E. All employees must fill out a Tohono O'odham Ki:Ki Association Acknowledgement of Receipt of TOKA Property (APPENDIX "A") and Property Use Agreement (APPENDIX "B") when checking out property and equipment. This form shall be kept with the Human Resources Department.

APPENDIX “B”

TOKA Letterhead

Property Use Agreement

It is the policy of the Tohono O’odham Ki:Ki Association (TOKA) that absolutely no material, supply item, tool, vehicle, equipment or other property belonging to TOKA may be used by, appropriated by or lent to, any person, organization, group or entity other than a TOKA employee for the sole purpose of performing work approved and authorized by, and for the benefit of, the TOKA.

I acknowledge that any action contrary to this policy without the written approval of the Executive Director shall be cause for disciplinary action up to and including termination of employment.

If I have any question about this policy or if any part of the above is unclear, I will contact my supervisor or the Human Resources Manager.

Employee

Date

Witness

Date

CHAPTER 5 - NON-AGENCY OWNED EQUIPMENT/APPLIANCES

1. Purpose

To provide guidance on the work-related use of equipment or appliances (hereafter referred to as “equipment”) not owned or leased by TOKA.

2. Scope

All Employees and Volunteers of the TOKA.

3. Policy

- A. Prior approval is required for the use of any equipment which is not owned or leased by the TOKA, but which is brought into a TOKA facility or workplace for use by staff, volunteers, and/or clients. Such equipment must be intended for work-related purposes; no personal-use equipment will be authorized for personal use whilst connected to the TOKA network/domain. The usage of the equipment must not modify or adversely impact the existing equipment or technology infrastructure within the organization.
- B. The TOKA is not responsible for the upkeep, repair, replacement, security or insurance of any equipment not owned/leased by the TOKA, unless a prior written agreement is enforce stipulating otherwise.
- C. All technological equipment used for work-related purposes is subject to the Information Technology Policy, with the right to monitor usage and any potential consequences for misuse.
- D. The TOKA may require the discontinued usage and/or removal of any equipment from its facilities or workplaces at anytime.

4. Procedures

- A. Outside entities will contact the Human Resources Director to request the provision of equipment intended to be used within any TOKA workplace.
- B. Staff or volunteers must request in writing to their supervisor the usage of outside equipment to be used for work-related purposes in any TOKA workplace.
- C. The request must include specific equipment information, its intended usage, the benefit to the organization, and any organizational resources which would be required to support the equipment (electrical access, internet access, staff support, etc.).

- D. The immediate supervisor will review the request for appropriateness, and forward to the HR Director for further consideration.
- E. The Executive Director will review the equipment and its use with appropriate agency staff and/or the HR Director to determine:
 - 1) Impact to existing system,
 - 2) Liability for use/damage/loss of equipment, and
 - 3) Documentation review process if necessary.

If the equipment is approved for use within the workplace, documentation will be given to the employee approving its usage and detailing any related stipulations.

CHAPTER 6 - COMMUNICATION POLICY

1. Purpose

To outline a communication system that provides for quality, and excellent customer service, and keeping employees informed.

2. Scope

All Employees and Volunteers of the TOKA.

3. Policy

The TOKA provides a variety of communication mechanisms including:

- A. Bulletin Boards,
- B. Internet,
- C. Meetings,
- D. Land and Cell Phones, and
- E. Voice Mail.

These communication mechanisms are for employees to perform the essential functions of their positions. All communication systems and practices are subject to monitoring by management. All computers, telephones, files, meeting content, etc. are the property of the TOKA, and employees should not maintain any expectation of privacy while using the TOKA's communication systems, which are generally intended for business related use.

4. Procedures

The following guidelines address expectations for each communication system, but should not be considered as all-inclusive as means of communication may change as technology and need may require. The general principles and intent apply to all means of communication whether or not they are specifically addressed in this policy.

A. Bulletin Boards:

Bulletin Boards are for the sole use of work-related communication or communication from management regarding information, functions, sponsored activities, benefits, etc. and may not be used for personal reasons or for solicitation in any circumstance.

Individuals or vendors should consult with Human Resources concerning TOKA sponsored events or benefit programs. All unauthorized material will be removed from bulletin boards.

B. Communication Systems:

The following are examples of the TOKA communication systems:

- 1) Internet,
- 2) Meetings,
- 3) Telephone,
- 4) Voice Mail, and
- 5) Written Material.

C. Employee Responsibility:

- 1) Protecting confidentiality of residents, clients, customer and organization protected information is a primary job responsibility of all employees.
- 2) Violators of residents, clients, or customer confidentiality or organization protected information, such as trade secrets, passwords to information systems, are subject to disciplinary action up to and including discharge and may be subject to prosecution or civil action under federal, state or local laws.
- 3) Individual employees have a responsibility to access all appropriate communication systems to remain informed on Human Resources policy related issues, changes, benefits, activities, etc.
- 4) Communication regarding work-related issues should follow the Human Resources Policy, understanding that all communications should begin with the immediate supervisor.
- 5) Individual employees have a responsibility to understand and adhere to the TOKA Code of Conduct, as incorporated herein by reference, at all times.

D. Internet:

Please refer to Information Technology Policy, Section 2 of the TOKA Handbook.

E. Meetings:

- 1) Employee meetings, activities, events or conversations between groups or individuals may not be recorded or videotaped without prior authorization.
- 2) Minutes or written records or verbal communication of any meetings are accessible to those with a business “need to know.”

F. Telephone, Email, Texting & Voicemail:

- 1) Telephone (either LAN line or cell phone) calls, emails received on cell phones, texting, and voicemail are subject to monitoring by management.
- 2) Long distance phone calls, except to conduct work related business, are prohibited.
- 3) Communication that management considers pornographic, obscene, profane, discriminatory, harassing, insulting, derogatory or otherwise unlawful is prohibited.
- 4) Use of the telephone (land-line and cell phones) for personal use that management considers excessive, inappropriate, or that interrupts the employee’s work, may result in disciplinary action up to and including termination.
- 5) Cell Phones are distributed on an as needed basis to key personnel. For further information on TOKA’s mobile device policy, please see the TOKA Handbook, Section 2, Information Technology Policies & Procedures.
- 6) Cell Phone numbers are published and intended to be used to reach individuals for work-related communications.
- 7) Individuals are responsible for the safe-keeping of cell phones and returning such to the organization upon termination or change of position that may no longer require a cell phone.

CHAPTER 7 - CONFIDENTIAL INFORMATION POLICY STATEMENT

1. Policy

- A. TOKA Employees will receive and have access to information, including personal information that is confidential in nature to the organization, our clients, co-workers, Human Resources, and other entities and/or persons with which the TOKA does business.
- B. Employees will be responsible for ensuring that their handling of all information is in full compliance with all applicable State and Federal laws.
- C. The use of text or email in the provision of services is limited to the scope identified in the Informed Consent or Confidentiality Agreement signed by both the service recipient and the agency staff person or service provider.
- D. For all other confidential information, employees are not to disclose any such confidential information to:
 - 1) Any other person in the organization unless there is a legitimate business reason for doing so; and
 - 2) Any person outside the organization unless the TOKA has expressly stated that the information can be disclosed to that person.
- E. This obligation exists even after the employee leaves the organization.
- F. Violation of this policy may result in disciplinary action or termination of employment.