

NAVAJO TRIBAL UTILITY AUTHORITY

PERSONNEL POLICIES MANUAL



2000

PTO
RESPONSIBILITIES
TIME SHEETS
FOREMAN
MANAGER
BEREAVEMENT
SAFETY
PTO
CONFLICT RESOLUTION
TOUR OF DUTY
BEREAVEMENT
MANAGER
DELEGATION OF AUTHORITY
FOREMAN
SAFETY
OVERTIME
SUPERVISOR
TOUR OF DUTY
TIME SHEET
RESPONSIBILITIES
CONFLICT RESOLUTION



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C. ROLES AND RESPONSIBILITIES

1. **The Management Board's** role is to establish overall policy for the management and operation of the Authority, carry out the Authority's mission in accordance with the Plan of Operation, and approve an annual budget. The Management Board also serves to direct and provide oversight of management by regular communication and review of operations and activity. The most important responsibility of the Management Board is trusteeship. The directors are responsible for the organization's programs, image and assets. They have a duty to manage the organization honestly, in good faith, and in the best interest of the organization while using the care and diligence of a reasonably prudent person.
2. **Management** is represented by a team of employees whose titles and levels of authority include managers, supervisors, foremen, team leaders, etc. It is, also, the role of management to provide leadership and execute the policies and directives of the Management Board. The management team functions include planning, training, development, interpretation, compliance and communication of policy, financial management, employee performance evaluations, and human resource management.
3. **Employees** of the Authority play a vital role in the success and performance of all aspects of operations and customer service. Employees are expected to meet performance standards and carry out job duties in the most efficient and safe manner, while complying with all established policies and procedures. The Authority also recognizes that employees should participate in the development of policies, procedures and other activities that contribute to a safe and efficient workplace. All employees are expected to familiarize themselves with the Personnel Policy manual, and shall sign the Employee Acknowledgement Form.

PART TWO: EMPLOYMENT

A. AFFIRMATIVE ACTION POLICY

1. Preference in employment under the Navajo Preference in Employment Act shall include a specific affirmative action plan and timetable for all phases of employment to achieve the policy objective of employing Navajos in all job classifications including supervisory and management positions.
2. An employer-sponsored cross-cultural program shall be an essential part of the affirmative action plan required under this section. Such program shall primarily focus on the education of non-Navajo employees, including management personnel, supervisory personnel, and Management Board members, regarding the history, and cultural and religious traditions or beliefs of Navajos and their relationship to the employer-employee relationship.

B. NAVAJO PREFERENCE POLICY

1. The policy of the Authority is to comply with all applicable laws that govern the employment relationship between the Authority and its employees. Consistent with the provisions of applicable laws and policies, the Authority will not discriminate against any applicant or employee.
2. The Authority gives preference in employment to enrolled members of the Navajo Nation in accordance with the provisions of the Navajo Preference in Employment Act.

C. NAVAJO VETERAN'S PREFERENCE

A qualified Navajo veteran separated from the United States Armed Forces or the National Guard under Honorable Conditions may be given preference in employment provided a copy of the DD Form 214 is submitted with application for employment.

D. ADVERTISING OF VACANT POSITIONS

1. All vacant positions shall be advertised for a minimum of ten (10) working days, except when a position is to be filled by:
 - a. Promotion or demotion of an employee.
 - b. Placement of a former employee with preference for re-employment.
 - c. Placement of a recently transferred employee in the discretion of and upon written approval of management and the Human Resources Manager.
2. All vacancy advertisements shall state the qualifications acceptable for the position.

- c. Submitting a letter of recommendation from the current immediate supervisor; and
- d. Submitting a letter of interest and an updated application for employment to Human Resources.

H. OUTSIDE EMPLOYMENT OR BUSINESS

1. The nature of the Authority's business requires the primary allegiance of its employees to the Authority as employer. Accordingly, each employee shall complete the Outside Employment Business Disclosure Form and secure the consent in writing of his or her manager before taking outside employment for financial interest, or engaging in outside business or professional activity of any kind. Consent shall not be withheld unless the manager determines in writing that the outside employment or activity will interfere with the employee's performance of his or her job, or otherwise creates a conflict of interest.
2. No employee shall, in the course of outside employment or outside business, perform services of any kind that are provided by the Authority to its customers.

I. CODE OF ETHICS

1. Every employee is expected to observe high standards of honesty, integrity, and shall conduct him or herself so as to reflect credit on the Authority.
2. Every employee is expected to observe the highest standards of ethics and diplomacy in all contacts and activities with those outside the Authority who provide or contemplate providing the Authority with a service, or with those whose cooperation and agreement are essential to Authority business activities.
3. An employee shall maintain all Authority dealings above reproach, and shall not accept any gratuities, or favors that would cast doubt or suspicion upon him or herself or the Authority.
4. No employee shall use, or attempt to use, any official or apparent authority of his or her office or duties or resources of the Authority so as to be perceived as placing their private economic gain or that of any business interests of any relative or business associate before those of the general public.
5. An employee shall resign from employment when elected to the Navajo Nation Council or the Office of the President or Vice President of the Navajo Nation, or any state or federal office, effective no later than the date and time sworn in.
6. It is the intent of this section that employees of the Authority avoid any action, whether or not specifically prohibited herein, which could result in, or create the appearance of a conflict of interest.

K. RESIGNATION

1. Resignation is a voluntary act initiated by the employee to terminate employment with the Authority. A written statement of resignation is required. The Authority requests at least two-weeks written notice of resignation from non-exempt employees, and a four-week notice from exempt employees.
2. Prior to acceptance of a supervisor's resignation, the supervisor shall perform all outstanding job performance evaluations.
3. Prior to an employee's departure, an exit interview will be scheduled to discuss the reasons for resignation, and the effect of the resignation on benefits.
4. Prior to an employee's departure, employees are required to comply with the check out process and to resolve any outstanding obligations to NTUA.
5. After an employee officially submits a notice of resignation and such employee desires to withdraw his or her resignation, notice of withdrawal of the resignation must be received prior to the actual date of separation from employment. The withdrawal of the resignation must have the approval of the immediate supervisor and the manager.

4. Delegation of Authority

- a. Delegations of Authority should not exceed more than 30 consecutive work days, and no pay adjustment should be considered for delegated duties. However, a delegation that extends for more than 30 consecutive work days may be converted to an Acting status and may result in a pay adjustment retroactive to the first day of delegated duties depending on difference in duties and salary grade. Conversion to acting status is not equivalent to a promotion, which requires compliance with the Navajo preference law.
- b. Delegations of Authority should be reserved for all or specific duties normally carried out by the delegating authority.

5. Acting Status

- a. This responsibility should be reserved only for the full assignment of all duties required by a supervisory position that lasts longer than 30 consecutive work days. The employee selected for the acting assignment should be qualified, and should be a supervisor or an employee that has supervisory training and experience. Otherwise the temporary assignment is contingent on ability and performance.
- b. An acting status assignment shall not exceed 180 calendar days unless renewed or extended after a performance review and recommendation by the responsible manager.
- c. Any pay adjustment will be determined by Human Resources based on the additional duties, the grade assigned to the position, and the employee's grade that is selected for the Acting assignment. If the employee's grade is equal to or more than what the position is graded, then the employee may not receive a pay adjustment.
- d. The acting status assignment must be in writing and shall include the following:
 - (1) the nature, time period, and expected results of the assignment; and
 - (2) assigned duties and responsibilities; and
 - (3) reporting relationships, signatures of the appropriate supervisors and the employee; and
 - (4) status of salary during the assignment.

D. CLASSIFICATION OF EMPLOYEES

There are two classifications of employees within the Authority, exempt and non-exempt. Basically, one group, exempt, is paid on an annual basis and shall not be eligible for overtime; the other group, non-exempt, is paid by the hour and is eligible for overtime compensation.

E. JOB PERFORMANCE EVALUATIONS

1. It is the policy of the Authority that each employee shall meet the prescribed performance standards for his or her position.
2. The Authority shall conduct annual evaluations to provide a conscientious measure of each employee's performance, efficiency, and contribution to the corporate goals and objectives.
 - a. The purpose of the evaluation is to improve the quality and quantity of work.
 - b. The performance evaluation is used as a management tool, and it is used to determine if the work quality and quantity of each employee meets management's expectations.
 - c. The official job performance evaluation becomes a part of the employee's permanent personnel record.
3. The Performance Evaluation System of the Authority is hereby established. The following procedures shall apply:
 - a. All performance evaluations (NTUA Form 5011) shall be completed and forwarded to Human Resources no later than the last Friday in the month of January. Supervisors shall conduct a job performance counseling with each supervised employee every six months.
 - b. Performance evaluations shall be conducted by the supervisor to whom the employee reports directly, and each evaluation is subject to review and approval by the supervisor above the rating supervisor.
 - c. Division or District Manager level performance evaluations shall be completed by the Deputy General Manager and are subject to review by the General Manager.
 - d. After the evaluation process is completed, the supervisor shall review the performance evaluation with the employee.
 - e. The supervisor shall present a copy of the official performance evaluation to the employee and submit the original copy to the Human Resources Division for review and filing in the employee's personnel file.

H. LAY-OFF POLICY

Lay-off in general applies to any termination from employment due to economic conditions, lack of work, abolishment of jobs, reduction or termination of operations, and/or reorganization under the terms and conditions approved by the Management Board.

- b. Employees serving under temporary appointment shall not be entitled to holiday pay. If work is performed on a declared holiday, such employees are entitled to base pay for hours worked.

C. FLOATING HOLIDAY

- 1. Regular full-time employees are eligible for one eight-hour Floating Holiday each calendar year.
- 2. A Floating Holiday may be taken any time before year-end in the calendar year it was credited.
- 3. Employees must give their immediate supervisor at least a three-work day notice for their Floating Holiday.
 - a. Other types of leave that precede or follow the Floating Holiday leave will be approved separately.
- 4. A Floating Holiday must be used in one eight-hour increment.
- 5. It is the responsibility of the immediate supervisors to maintain accurate records of their employees who are eligible for, or who have taken a Floating Holiday, so only one is taken per employee, per year.

D. PAID TIME OFF

- 1. Paid Time Off (PTO) is an all-purpose time off policy for regular employees to use for vacation, illness or injury, and personal business. It combines traditional personal and sick leave plans into one flexible, paid time off policy.
- 2. Regular employees earn PTO according to the schedule that follows. Part-time employees will earn PTO at one-half the rate of regular, full-time employees.
- 3. The amount of PTO employees receive each year increases with the length of their employment as shown in the following Table:

Length of Employment	Regular Full-Time
Less than 3 Years	19 PTO Days
3 Years or More	24 PTO Days
6 Years or More	29 PTO Days

G. JURY DUTY

Regular-Full and Part-Time Employees are required to notify their supervisor promptly upon receipt of a jury summons and subsequent notice to serve as a juror. Employees summoned for jury duty will receive their regular rate of pay for normal work hours, provided the employee submits evidence of the summons and selection notice. Fees received as compensation for jury duty shall be paid to the Authority except when an employee voluntarily requests PTO leave for the period of absence. Employees will be allowed to retain any reimbursements for transportation, lodging, and meals.

H. WITNESS DUTY

1. The Authority encourages employees to appear in court for witness duty when subpoenaed to do so.
2. If an employee appears in court to testify in response to a subpoena or a request by the Authority, such employee will receive paid time for the entire period of witness duty.
3. Employees will be granted unpaid time off to appear in court when subpoenaed as a witness in a case in which the Authority is not involved. Employees may use their PTO as compensation for the period of this absence.
4. A copy of the subpoena shall be provided to the employee's supervisor immediately after it is received so that operating requirements can be adjusted, where necessary, to accommodate the employee's absence. The employee is expected to report for work whenever the court schedule permits.

I. VOTING TIME

1. The Authority encourages employees to fulfill their civic responsibilities by participating in **Federal, State, and Tribal Primary and General** elections. Generally, employees are able to find time to vote either before or after their regular work schedule. If employees are unable to vote in an election during their non-working hours, the Authority will grant up to two hours of paid time off to vote. Such paid time off will not be deducted from accrued PTO.
2. Employees should request time off to vote from their supervisor at least two working days prior to the election day. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal work schedule.

J. GROUP LIFE AND HEALTH INSURANCE

1. The Authority provides group life and health insurance to all regular employees that is designed to assist the employee and eligible dependent(s) in case of death, loss of sight or limb, loss of income due to non-occupational illness or injury, or health matters including medical, dental, and vision care.
2. All employees, with the exception of Temporary Employees, are eligible for employee life, accidental death and dismemberment, and short term disability insurance coverage on their date of hire and become eligible for medical, dental and vision insurance coverage 90 days after their date of hire. Employees are

N. EDUCATIONAL ASSISTANCE PROGRAM (Revised 02/18/10)

1. The Authority recognizes that the skills and knowledge of its employees are critical to the success of the organization. The Educational Assistance Program encourages personal development through formal education so that employees can maintain and improve job-related skills or enhance their ability to compete for reasonable attainable jobs within the Authority.
2. To participate in the Undergraduate Tuition Reimbursement Program, employees will be required to apply and receive approval from the Training Department prior to enrollment and sign a Training Agreement. Acceptance into the Educational Assistance Program will qualify the employee for a refund of up to 100% of the employee's actual out-of-pocket cost (i.e., less financial aid from any source other than the Authority), including but not limited to tuition, registration fees, books, laboratory fees, and other related costs, upon satisfactory completion of a course, unless budgetary restraints exist, and provided the employee fully complies with the Training Agreement.
3. To participate in the Graduate Tuition Assistance Program, employees will be required to apply and receive approval from the Training Department prior to enrollment and sign a Training Agreement.

For additional information and procedures regarding educational assistance, contact the Authority's Training Department.

R. PAID TIME OFF DONATION POLICY

1. An employee may donate up to forty hours of Paid Time Off (PTO) per year to another employee provided that the recipient employee immediately uses the donated PTO for a legitimate family and/or medical need.
2. The donation of PTO shall not be used to increase the provision of 12 weeks of medical or family leave in a 12-month period for a recipient employee in accordance with the Family and Medical Leave policies.
3. NTUA shall not payout cash to employees for any donated PTO.
4. Employees shall not receive compensation or other benefit for donating or receiving PTO to each other.
5. The PTO Donation Form shall be completed by both the sending and receiving employee, and approved by their respective managers. Thereafter, the PTO form will be submitted to the Payroll Department for final processing.

PART SIX: WORK CONDITIONS AND HOURS

A. TOBACCO-FREE WORK ENVIRONMENT POLICY

1. It is the policy of the Authority to provide its employees with a tobacco-free environment in the workplace.
2. Smoking and the use of smokeless tobacco shall not be permitted in NTUA buildings or vehicles at any time. This policy applies equally to all employees, customers, and visitors.

B. IDENTIFICATION BADGES

1. It is the policy of the Authority to issue identification badges to all employees for security purposes.
2. Identification badges shall be visibly worn by an employee at all times while on official duty.
3. Should an identification badge become damaged or lost, it will be replaced.
4. Temporary employees may be issued identification badges for the duration of their temporary employment.
5. Upon the expiration date of the badge, new photos will be taken for the next period.
6. I.D. badges are Authority property and that a \$20.00 charge will be imposed on an employee for not returning the badge upon termination. (Revised 02/27/03)

C. BASIC WORKWEEK

1. The basic workweek is seven days, Saturday through Friday. Standard hours of work for all employees are 40 hours per week.
2. In order to assure that employees are available for emergencies and customer service, the foreman, supervisor, or manager has the option of assigning personnel to alternative work. Employees when contacted must cooperate and respond.
 - a. Regular Stand-By: Non-exempt employees shall equally rotate stand-by duty of seven consecutive days beginning at 5:00 p.m. on Friday through 5:00 p.m. on the next Friday.
 - b. Stand-by Pay: Employees on stand-by shall be compensated at the stand-by rate equal to their normal hourly rate of pay plus 10% for each hour actually worked during the seven day stand-by period. Overtime work performed by such employees in excess of 40 hours in a workweek shall be calculated using the stand-by rate and in accordance with the overtime policy.

E. OVERTIME

1. It is the policy of the Authority to authorize overtime work for emergency situations necessary to meet essential customer services and to schedule employees when operating needs cannot be met during regular working hours.
2. Authority and Notification:
 - a. All overtime work must receive prior authorization from a supervisor in the employee's chain of supervision. When possible, advance notification of these mandatory assignments will be provided. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work.
 - b. Failure to work scheduled overtime or overtime worked without prior authorization from the supervisor may result in disciplinary action, up to and including termination of employment.
3. Overtime Compensation:
 - a. Employees shall be paid at their normal rate of pay for the first 40 hours actually worked in a workweek. Overtime compensation is paid to non-exempt employees at the rate of one and one-half (1 ½) times the normal hourly rate for hours worked which exceed forty hours of actual work in a work week.
 - b. Time off on PTO, holidays, or any leave of absence will not be considered hours worked for purposes of performing overtime calculations.
 - c. Under some circumstances, time spent on traveling and training is considered work time and must be compensated. If such time is work time, it must be included in the overtime calculation.
 - (1) Training or other personal development activity assigned by the supervisor is considered work time.
 - (2) Training or personal development activity requested by the employee and approved by the supervisor is considered a benefit and will not count towards overtime calculations.
 - (3) Travel time away from home community is considered work time when such travel time is assigned by the supervisor, is required during the course and scope of the employee's work and cuts across the employee's normal work hours regardless of the day of week.

3. Any employee who is cited for a traffic offense while traveling on Authority business in any vehicle, or who is in an accident while operating any equipment or vehicle must immediately report the incident to their immediate supervisor. In the event of motor vehicle accident, the employee(s) shall remain at the scene until a police officer of the authority having jurisdiction has investigated the accident, or the employee(s) is otherwise directed by their supervisor.
4. At no time shall alcoholic beverages or controlled substances be possessed, consumed or transported in any Authority-owned equipment or vehicle. Operation of an Authority-owned equipment or vehicle while under the influence of drugs, alcoholic beverages or other controlled substances is prohibited. The Authority reserves the right to require drug and/or alcohol testing of any employee operating an Authority-owned equipment or vehicle in accordance with the Drug and Alcohol Testing Policies and Procedures.

H. DRIVER'S LICENSE POLICY

1. It shall be the policy of the Authority and the responsibility of the employee to possess and maintain a valid state driver's license or a commercial driver's license if an employee's job description requires such a license. That license shall be appropriate to any driving task that the employee will do on behalf of the Authority.
2. Any employee convicted of a traffic offense while operating an Authority-owned vehicle or personal vehicle while on official business travel shall report such conviction to his or her immediate supervisor within one business day after receiving notice of such action. Reasonable suspicion of a conviction shall merit investigation by a supervisor.
3. Any employee whose driver's license has been suspended, cancelled, or revoked by any authority having jurisdiction shall report such suspension, cancellation, or revocation to his or her immediate supervisor within one business day after receiving notice of such action. Reasonable suspicion of a suspension, cancellation, and/or revocation shall merit investigation by a supervisor.
4. All employees and applicants shall be subject to a Motor Vehicle Record check to determine Driver's License status.

I. BUSINESS TRAVEL EXPENSES

1. It is the policy of the Authority to reimburse employees for incurred business travel expenses which are reasonable and necessary when traveling on authorized Authority business.
2. To be reimbursed, employees will submit an approved Travel Authorization for each trip and adhere to Authority established policies and procedures governing travel expenses such as air travel, personal vehicle, taxi, buses, transportation, lodging, meals, telephone, and incidentals.

- d. Employees may only use software on local area networks or on multiple machines according to the software license agreement. The Authority prohibits the illegal duplication of software and its related documentation.
- e. The Authority has the right to access files on computers and storage media, to retrieve information from files and to monitor the use of such equipment without notice.
- f. No material deemed unacceptable shall be stored on the Authority's equipment or storage media. Material is considered unacceptable if it violates any NTUA personnel policy or it is considered discriminatory, offensive, obscene, libelous, threatening, harassing, intimidating, or disruptive to any employee or another person. Unacceptable content may include, but are not limited to, content or images that could reasonably offend someone on the basis of race, age, gender, religious or political beliefs, national origin, disability, sexual orientation, or any other characteristic protected by law.
- g. Employees shall notify their immediate supervisor, the Manager of Information Technology (IT) or any member of management upon learning of any violation of this policy.

2. COMPUTER E-MAIL

- a. The Authority strives to maintain a workplace free of harassment and is sensitive to the diversity of its employees. Therefore, the Authority prohibits the use of computers and the e-mail system to display or communicate content, data or information that is disruptive, offensive to others, harmful to morale, or that discredits the Authority.
- b. The display or transmission of sexually explicit images, messages, and cartoons are not allowed. Other such misuse includes, but is not limited to, ethnic slurs, racial comments, or anything that may be construed as harassment or showing disrespect for others.
- c. E-mail may not be used to solicit other employees and persons outside the Authority for commercial ventures (regardless of whether the venture benefits the employee, the employee's friends, acquaintances, family, or relative), religious or political causes, outside organizations, or other non-Authority business matters.
- d. Employees must always ensure that the business information contained in Internet e-mail messages and other transmissions is accurate, appropriate, ethical, and lawful. Employees must take care that e-mail messages are worded in style similar to a business letter.

3. INTERNET USAGE

- a. Access to global electronic information resources on the World Wide Web is provided by the Authority to enable employees to obtain work-related data and technology and communicate via e-mail. While Internet usage is intended for job-related activities, incidental and occasional brief personal use while an employee is on break is permitted within reasonable limits.

- f. Sending, creating, downloading, storing or posting confidential material, trade secrets, or proprietary information outside of the organization.
- g. Violating copyright laws.
- h. Failing to observe licensing agreements.
- i. Engaging in unauthorized transactions that may incur a cost to the organization or initiate unwanted Internet services and transmissions.
- j. Sending, creating, downloading, storing or posting messages or material that could damage the Authority's image or reputation.
- k. Participating in the viewing or exchange of pornography or obscene materials.
- l. Sending, creating, downloading, storing or posting messages that defame or slander other individuals.
- m. Attempting to break or hack into the computer system or e-mail of another organization, person, or employee.
- n. Refusing to cooperate with a security investigation.
- o. Sending, creating, downloading, storing or posting chain letters, solicitations, or advertisements not related to business purposes or activities.
- p. Sending broadcast bulk e-mail without prior proper authorization; sending junk e-mail or spam messages to employees.
- q. Using the Internet for political causes or activities, religious activities, or any sort of gambling.
- r. Jeopardizing the security or integrity of the organization's electronic and communication systems.
- s. Destruction or sabotage of data or systems.
- t. Sending, creating, downloading, storing or posting messages that defy another organization's products or services.
- u. Passing off personal views as representing those of the organization.
- v. Sending anonymous e-mail messages.
- w. Engaging in any other illegal activities.

L. Information Technology Policy

1. The Navajo Tribal Utility Authority's Information Technology Division developed an Information Technology Policy Manual to ensure compliance with the requirements of the Manual.

M. SAFETY

1. Each employee shall obey safety rules and exercise caution in all work activities. Employees must immediately report any unsafe condition or job-related accident to the appropriate supervisor.
6. In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees shall immediately notify their immediate supervisor. Such reports are necessary to comply with policy, laws and initiate insurance and workers' compensation benefits procedures.
3. The Safety Department shall monitor, evaluate, implement, and administer the safety program in compliance with all applicable occupational safety & health laws, rules, and regulations. Safety success depends on the alertness and personal commitment of all.
4. The Safety Department shall be responsible for the development and distribution of safety manual, rules and other appropriate notices to employees regarding workplace safety. The Safety Department in coordination with appropriate supervisors will orientate employees on the safety manual annually.
5. The safety manual will be reviewed annually.

P. WORKPLACE VIOLENCE PREVENTION

1. The Authority is committed to preventing workplace violence and to maintaining a safe work environment, and has adopted the following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on its premises.
2. All employees, including supervisors and temporary employees, should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited from the premises of the Authority.
3. Conduct that threatens, intimidates, or coerces another employee, a customer, or a member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's sex, race, age, or any characteristic protected by federal, state, or local law.
4. All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to your immediate supervisor or any other member of management. This includes threats by employees, as well as threats by customers, vendors, solicitors, or other members of the public.
5. All suspicious individuals or activities should also be reported as soon as possible to a supervisor. Do not place yourself in peril.
6. The Authority will promptly and thoroughly investigate all reports of violence, threats of violence, and suspicious individuals or activities. The identity of the individual making a report will be protected as much as possible. In order to maintain workplace safety and the integrity of its investigation, the Authority may relieve an employee of duty pending investigation.
7. The Authority encourages employees to bring their disputes or differences with other employees to the attention of their supervisors or their responsible manager before the situation escalates into potential violence. The Authority may assist in the resolution of employee disputes, and will not discipline employees for raising such concerns. Employees are also encouraged to use the E.A.P. for assistance.

Q. CLOTHING AND PERSONAL PROTECTION

1. Employees shall be well-groomed and wear clothing appropriate for the work they perform, including personal protective clothing for job hazards to which they may be exposed.

5. Persons failing to report or reapply for employment or reemployment within the appropriate period specified in this subsection shall not automatically forfeit their position but shall be subject to the conduct rules, established policy and general practices of the Authority pertaining to explanations and discipline with respect to absence from scheduled work.
6. Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service.
7. Contact the Human Resources Division for more information or questions about military leave.

C. MEDICAL LEAVE

1. The Authority provides for medical leave of absence, not to exceed 12 weeks within a 12-month period, with or without pay to regular-full and part-time employees who are unable to work due to a serious health condition.
1. Where the necessity for medical leave is foreseeable based upon planned medical treatment, the employee:
 - a. Shall make a reasonable effort to schedule treatment, subject to the approval of the employee's health care provider, so as not to disrupt unduly the operations of the Authority.
 - b. Shall provide the Authority with not less than 30 days notice, before the leave is to begin, of intention to take medical leave. If the date of treatment requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable.
3. A request for medical leave shall be supported by certification issued by the employee's health care provider and shall be submitted, where possible, 30 days in advance of the necessity to take leave.
4. Certification by the health care provider shall be sufficient if it states:
 - a. The date on which the serious health condition commenced;
 - b. The probable duration of the condition;
 - c. The appropriate medical facts within the knowledge of the health care provider regarding the condition; and
 - d. That the employee is unable to perform the functions of the position.

- ii. Shall provide the Authority with not less than 30 days notice, before the leave is to begin, of intention to take family leave. If the date of treatment requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable.
3. A request for family leave shall be supported by certification issued by the family member's health care provider and shall be submitted, where possible, 30 days in advance of the necessity to take leave.
4. Certification by the health care provider shall be sufficient if it states:
 - a. The date on which the serious health condition commenced;
 - b. The probable duration of the condition;
 - c. The appropriate medical facts with the knowledge of the health care provider regarding the condition; and
 - d. The employee is needed to care for the ill family member
5. In any case in which the supervisor has reason to doubt the validity of the certification provided, the supervisor may require, at the expense of the Authority, that the employee obtain the opinion of a second health care provider approved by the Authority concerning any information certified. Any changes in this information should be promptly reported to the Authority.
6. An employee who takes family leave shall be entitled, on return from such leave to be restored to the position held by the employee when the leave commenced, or to be restored to an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment.
7. Eligible employees may request for family leave up to a maximum of 12 weeks within any 12-month period. Any combination of medical and family leave may not exceed this maximum limit. Employees will be required to use any PTO hours before taking unpaid family leave.
8. Benefit accruals, such as PTO or holiday benefits, will be suspended during the time that an employee is on unpaid family leave and will resume upon return to active employment.
9. An employee is required to report for duty on the first workday after the grant of family leave expires. An employee on family leave shall report at least every two weeks on their status and shall provide the Authority with at least two weeks advance notice of the date the employee intends to return to work. An employee failing to return to work after family leave ends shall not automatically forfeit his or her position but may be terminated for failure to report for duty, after notice to such employee.

- m. Utilize all Authority assets (equipment, materials, supplies, and money) in a proper and economical manner.
- n. Call attention to any problem or situation which hinders work performance, safety, output, or quality, and suggest possible solutions to such problems.
- o. Provide the highest standards of service and consideration to all customers and prospective customers.
- p. Work harmoniously with co-workers, supervisors, customers, suppliers, and all others with whom the employee is associated during the performance of his or her duties.
- q. Employees are expected to be engaged in productive work for each hour for which they are paid. Employees running out of work shall notify their supervisors and request for additional assignments. If it is not feasible to ask a supervisor, then the employee is expected to exercise his or her ingenuity in finding work to do.

4. The following activities shall not be permitted on the Authority premises or while on Authority business:

- a. Fighting or threatening violence in the workplace.
- b. Gambling.
- c. Negligence or improper conduct leading to damage of employer-owned or customer-owned property.
- d. Insubordination or disobedience.
- e. Job Abandonment.
- f. Safety violations and unsafe performance.
- g. Falsifying Authority records.
- h. Punching another employee's time card or falsification of timekeeping records.
- i. Theft or inappropriate removal or possession of property.
- j. Possession of dangerous or unauthorized materials, such as explosives, weapons or firearms, in the workplace.
- k. Loafing, loitering, and unauthorized visiting.
- l. Horseplay or mischief.
- m. Smoking, eating, or drinking in marked restricted areas.
- n. Sleeping.

- d. Personal correspondence not related to official Authority business shall be sent to and received at the employees mailing address, not at the Authority's business address.
 - e. Report immediately all injuries and accidents, no matter how small, to their immediate supervisor.
 - f. Report immediately all damages to Authority equipment and property no matter how small to their immediate supervisor.
 - g. Report to work and maintain him or herself in a condition fit and able to perform job duties in a safe and efficient manner. Employees must remain alert to duties at all times.
 - h. Conduct him or herself at all times including off-duty hours in a manner that shall not discredit the Authority's reputation with customers, suppliers, or current or prospective employees.
 - i. Unlawful Acts.
 - (1) Any unlawful act committed by an employee while on or off the job or Authority premises can affect their employment status.
 - (2) Commission of unlawful act constitutes misconduct.
 - j. Notify the Authority of any changes in personal data.
 - k. Post only those notices approved by the Authority on facility premises.
6. The foregoing rules contained in this Part are not intended to be all inclusive of the required discipline, proper standards of conduct, or obligations which employees shall observe at all times.

B. USE OF ALCOHOLIC BEVERAGES, DRUGS, OR INTOXICANTS

- 1. The use or possession of alcoholic beverages, controlled substances or other intoxicants during working time or on Authority premises is prohibited. These actions may affect on-the-job performance and the confidence of the public and the Navajo Nation's government in the Authority's ability to meet its responsibility.
- 2. Unsatisfactory of job performance as the perceived result of the use of alcohol or other controlled substances shall be dealt with under the Authority's Drug and Alcohol Testing Policies and Procedures. All employees shall sign a statement acknowledging receipt of and compliance with the Drug and Alcohol Testing Policies and Procedures. (Revised 02/27/03)
- 3. All employees are responsible for complying with the Authority's Drug-Free Workplace Policy and Statement adopted by the Management Board. All employees shall sign a statement acknowledging receipt of the Drug Free Workplace Policy and Statement.

If the request for arbitration is denied, the employee shall be advised that he or she may have the right to file a complaint with the Office of Navajo Labor Relations.

- e. **Step Five.** If the arbitration request is granted, the General Manager shall direct the Human Resources Manager to convene an arbitration hearing to be held before an impartial arbitrator. The Authority may contract with a professional employment dispute resolution service (e.g., American Arbitration Association), the Navajo Nation Hearing Officer, or an individual experienced in resolution of employment disputes to provide such services. The Authority and the employee may be represented by legal counsel at their own expense.

The arbitrator, after receiving the General Manager's approval of the employee's request for arbitration, shall establish the time and place of hearing. The parties to the arbitration shall comply with rules of procedure and orders issued by the arbitrator.

The arbitrator and the parties shall use their best efforts to conclude the hearing in one working day and are encouraged, where practicable, to use affidavits and depositions in lieu of witness testimony.

The arbitrator shall hear the facts presented by both parties without bias or prejudice and shall arrive at a final decision, which shall be binding on the Authority and the employee, within 20 working days of the arbitration hearing.

4. Appeal From Termination

If an employee is discharged and wishes to contest the reasons for termination, he or she shall have ten (10) working days after receipt of such decision to request the General Manager, in writing, for an arbitration hearing. The request shall be handled in a manner consistent with Steps Four and Five above.

D. SEXUAL HARASSMENT

- 1. It is the policy of the Authority to provide a working environment free of sexual harassment in any form.
 - a. It is against the policies of the Authority for any employee, male or female, to subject another employee to sexual harassment.
 - b. "Sexual harassment" as used herein includes the following conduct:
 - (1) making unwelcome sexual advances, requests for sexual favors or other visual, verbal or physical conduct of a sexual nature, a condition of an employee's employment, or

- i. All complaints will be handled in a timely and confidential manner, although confidentiality cannot be guaranteed. In no event will information concerning a complaint be released by the Authority to third parties nor will anyone within the authority who is not involved be permitted to discuss the subject outside the investigation. The purpose of this provisions is to protect the confidentiality of the employee who files a complaint, to encourage the reporting of any incidents of sexual harassment, and to protect the reputation of any employee wrongfully charged with sexual harassment.
- j. In response to every complaint, the Authority will take prompt investigative actions, and the corrective and preventative actions where necessary. Employees who in good faith bring complaints to the attention of the Authority and/or participate in investigations regarding such complaints will not be retaliated against in any way.

2. **Sexual Harassment Notice:** The following notice shall be posted in the Authority's work places in a prominent place.

- a. Sexual Harassment in any form will not be tolerated at the Navajo Tribal Utility Authority. Every individual is entitled to a working environment that is not threatening or hostile to that individual.
- b. In case any employee believes harassment has taken place, the employee is to immediately report the situation to his or her supervisor, manager, the Human Resources Manager or to the Deputy General Manager. Such reports will be processed in an expedient confidential manner.

F. DISCIPLINARY DISCHARGE

1. Any employee is subject to disciplinary discharge by his or her immediate supervisor, manager, or the General Manager.
2. The Authority recognizes that there are certain types of employee misconduct that are serious enough to justify termination of employment based on a single violation. A supervisor shall notify the employee in writing, of the discharge and the specific reasons for discharge and shall include the requirements of Part Eight, Subpart E., Disciplinary Action.
3. Employees discharged for misconduct shall not be eligible for re-employment for at least three years.

G. INVESTIGATIVE RELIEF OF DUTY

1. An immediate supervisor may place an employee on Relief of Duty with pay to investigate alleged misconduct sufficiently serious to bar an employee from the premises to protect persons or Authority resources. Such relief exceeding ten (10) working days must be supported by a written recommendation of the supervisor and approved by the manager.
2. Immediate written notice shall be given to the employee of relief of duty, its duration, and specific reasons therefore. The employee shall be required to leave the premises immediately. Prior to placing an employee on relief of duty for investigative purposes, the supervisor shall meet with the employee to discuss the reasons for and scope of the investigation.
3. Upon conclusion of the investigation or the end of the relief period (whichever occurs first), and if no disciplinary action is taken, the employee shall be allowed to return to work.
4. Where disciplinary action is deemed necessary, it shall be taken in conformance with the appropriate provisions of Part Eight, Subpart F., Disciplinary Action.

H. GUIDANCE FOR USE OF TABLE OF PENALTIES

1. The Table of Penalties is a listing of standard penalties for some of the most frequently committed violations. The Table is intended to be used to determine appropriate penalties for misconduct and to assure consistency of penalties for like violations. The Nature of Misconduct section sets forth general category of violations and is not intended to be all inclusive nor to address every disciplinary situation.

I. TABLE OF PENALTIES

NATURE OF MISCONDUCT	DEGREE OF MISCONDUCT		
	SIMPLE	SERIOUS	AGGRAVATED
1. Unexcused tardiness, absence; leaving job to which assigned during work hours without permission or before the end of duty.	Written Reprimand	5 Day Suspension	Termination
2. Misuse of leave; failure to request leave in advance; excessive unscheduled absences; failure to provide acceptable medical certification to justify medical leave requests.	Written Reprimand	5 Day Suspension	Termination
3. Loafing, willful idleness, waste of time; taking excessive long breaks.	Written Reprimand	5 Day Suspension	Termination
4. Unprofessional or discourteous conduct toward supervisors, co-workers or the public; Use of foul language; angry outbursts; disrespectful comments; provoking quarrels; inappropriate remarks; use of abusive language of offensive language; quarreling or inciting to quarrel.	Written Reprimand	5 Day Suspension	Termination
5. Insubordination, refusal to comply with proper orders or disregard of directives or regulations. Refusing to do assigned work; failure to do assigned work; carelessness in performing assigned work.	Written Reprimand	10 Day Suspension	Termination
6. Physical fighting, threatening bodily harm, physical resistance to responsible authority; creating a disturbance; engaging in dangerous horseplay.	Written Reprimand	10 Day Suspension	Termination
7. Reporting for duty or being on duty while under the influence of alcohol or drugs; consumption of alcohol while on duty.	Not Applicable	10 Day Suspension	Termination
8. Sale or transfer of drugs, alcohol or other controlled substances on Authority premises or during duty hours.	Not Applicable	Not Applicable	Termination
9. Violation of the Authority's Drug Free Workplace Policy including possession or use of illegal drugs, positive drug or alcohol test results, refusal to cooperate, falsifying or tampering with specimen for drug testing, or other violations of the Drug and Alcohol Testing Policies and Procedures.	10 Day Suspension	Termination	Not Applicable

NATURE OF MISCONDUCT	SIMPLE	SERIOUS	AGGRAVATED
21. Falsification, misrepresentation, or concealment of material fact in connection with work, or in any record or investigation or other proper proceeding, including financial records, travel vouchers, time and attendance records.	5 Day Suspension	10 Day Suspension	Termination
22. Falsification, misrepresentation or omission of fact in connection with application for employment or other personal history record: (a) With respect to a material fact or point which would have adversely affected selection for appointment. (b) With respect to a less important fact or point which would not have adversely affected selection for appointment.	10 Day Suspension Written Reprimand	Termination 5 Day Suspension	Termination
23. Failure to safeguard confidential information; disclosing information obtained as a result of employment with the Authority, which is of a confidential nature or which represents a matter of trust; or any other information so obtained that is of such character its disclosure or use would be contrary or harmful to the best interest of the Authority, or the customers being served by it.	5 Day Suspension	10 Day Suspension	Termination
24. Failure to respond or cooperate with investigations, or other administrative inquiries; failure to provide requested documents.	Written Reprimand	5 Day Suspension	Termination
25. Off duty misconduct such that the employee is unable to fulfill his or her job responsibilities; Off-duty misconduct of such significance that there is adverse affect on the Authority.	Written Reprimand	10 Day Suspension	Termination
26. Promotion of, participation in, or assistance in operation of organized gambling on duty or on Authority premises.	Written Reprimand	5 Day Suspension	Termination
27. Neglect of Duty, Failure to complete Performance Evaluations, Unsatisfactory work performance as determined on performance evaluation or otherwise.	Written Reprimand	10 Day Suspension	Demotion or Termination
28. Maintaining outside employment or business without proper approval.	Written Reprimand	5 Day Suspension	Termination

PART NINE: MISCELLANEOUS

A. PURCHASING POLICY

1. The Authority's purchases of materials, supplies, equipment, and services shall be conducted in accordance with ethical principles and standards observed by nationally recognized procurement groups.
2. The following policy shall apply to the procurement of materials, supplies, equipment, and services by the Authority:
 - a. The Authority encourages bidding by Navajo and other Indian owned business enterprises and shall so award preferential treatment as required by the Navajo Nation Business Opportunity Act (5 NTC Sections 201 through 218). When such preference is requested, the Authority may require data verifying ownership, financial capability, resource availability, and professional and technical capabilities.
 - b. Consistent with the provisions of the Navajo Nation Business Opportunity Act, the Authority shall provide an opportunity to qualified contractors and suppliers to compete for the Authority's business on a fair, impartial, and equitable basis.
 - c. The Authority shall use competitive bidding whenever possible. In the alternative, the Authority may make use of negotiated contract, direct procurement, and such other procurement methods that are appropriate and advantageous to the Authority and its customers.
 - d. In the event of public utility emergencies requiring immediate response, equipment and material, the Authority shall take appropriate procurement action to minimize or eliminate any threat to employees, customers or the public.

B. LIFE-THREATENING ILLNESSES IN THE WORKPLACE

1. Employees with life-threatening illnesses, such as diabetes, cancer, heart disease, and AIDS, often wish to continue their normal pursuits, including work, to the extent allowed by their condition. The Authority supports these endeavors as long as employees are able to meet acceptable performance standards required by their job description.
2. Medical information on individual employees will be treated confidentially. The Authority will take reasonable precautions to protect such information from inappropriate disclosure. Managers and other employees have a responsibility to respect and maintain the confidentiality of employee medical information.
3. Employees with questions or concerns about illnesses and the affect on their job duties are encouraged to consult a health professional, the Human Resources Division or the Authority's Employee Assistance Program for information and referral to appropriate services and resources.

PART TEN: DEFINITIONS

1. **Accommodation:** reassignment or adjustment of job duties and functions.
2. **Aggravating circumstances:** circumstances that may be considered in enhancing the penalty or penalties for misconduct against an employee. Aggravating circumstances are factors that add to the injurious consequences of misconduct or that may show that the employee does not have promise of improving his or her performance.
3. **Aggravated Misconduct:** extreme misconduct that is greater than serious misconduct and that gives a supervisor cause for grave concern and requires consideration of suspension without pay or immediate termination.
4. **Authority:** referred to as the Navajo Tribal Utility Authority
5. **Authority premises:** means land and property, owned, leased, or withdrawn for use by the Authority; Equipment owned or leased by the Authority; Private housing located on Authority property; Privately owned vehicle entering, parked or in use on Authority property; Authority lockers, desks, equipment, work space, storage facilities, and all Authority job sites.
6. **Benefit Year:** This is the 12-month period an employee may be eligible for benefit programs.
7. **Confidential Information:** proprietary information of the Authority including but not limited to contracts, contract terms, financial information, trade secrets, and other like information; information that is designated as confidential by the Authority or by law, including but not limited to personnel files, background investigations, medical files, drug and alcohol testing files, and information subject to a confidentiality agreement.
8. **Conflict of Interest:** reasonable probability that the personal, economic or special interests of an employee could be placed, or appear to be placed, before the interest of the general public by any act or decision by the employee.
9. **Controlled substance:** this term, used interchangeably with the word "drugs" has the same meaning assigned by 21 U.S.C. § 802 and includes all substances listed in Schedule I through V as they may be revised from time to time. (21 CFR Part 1308).
10. **Days:** calendar days unless otherwise stated.
11. **Demotion:** a reduction to a lower rank or grade, or to a lower type of position, or to a lower pay scale.
12. **Disciplinary Probation:** a sanction imposed on an employee for misconduct, for a specified period up to six months, during which period all provisions of probationary status apply, unless otherwise specified in the disciplinary letter. Disciplinary probation may include conditions of probation and may be extended once, for an additional period of up to six months. During the term of probation, the employee may be terminated for any misconduct or violation of the conditions of probation.

26. **On-Duty Time:** all time from the time an employee begins to work or is required to be in readiness to work until the time the employee is relieved from work and all responsibility for performing the work, however, the non work time for employees on regular standby shall not be considered as on-duty time.
27. **Outside Business:** means self-employment or a business undertaking in association with others but shall not include volunteer work, arts and crafts or hobbies.
28. **Outside Employment:** means working for another employer other than the Authority.
29. **Penalty:** disciplinary action imposed on an employee as a result of misconduct or failure to comply with or carry out the provisions of the Personnel Policy Manual.
30. **Promotion:** an advancement to a higher rank or grade, or to a higher type of position, or to a higher pay scale.
31. **Qualifying Event:** for purposes of eligibility for benefits under COBRA, this term includes resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.
32. **Regular Full-Time:** Employees who are hired to work the regularly established 40-hour work week and who remain employees full-time.
33. **Regular Part-Time:** Employees who work less than the regularly scheduled 40-hour work week but no less than 20 hours per week.
34. **Relative:** includes a father, mother, son, daughter, brother, sister, grandmother, grandfather, uncle, aunt, cousin, nephew, niece, husband, wife, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, stepfather, stepmother, stepson, stepdaughter, stepsister, stepbrother, half brother or half sister, whether by blood, marriage (including common law marriage) or placement proceeding. The term "related" refers to individuals who are relatives to one another.
35. **Safety-sensitive function:** work on energized conductors; hazardous materials response and work with hazardous materials; any operation, maintenance or emergency response function that is performed on a pressurized pipeline, is regulated by the RSPA under federal regulation; and any of those on-duty functions of the driver of a motor vehicle, including commercial vehicle.
36. **Separation:** voluntary severance of employment, e.g., retirement or resignation.
37. **Serious health condition:** means an illness, injury, impairment, or physical or mental condition that involves (a) inpatient care in a hospital, hospice, or residential medical care facility; or (b) continuing treatment by a health care provider.
38. **Serious misconduct:** Serious misconduct: misconduct greater than simple misconduct but less than aggravated misconduct that gives the supervisor cause for serious concern related to job or operational performance requiring a suspension or in some cases immediate termination.

PART ELEVEN: APPENDICES

- Appendix A: Management Board Resolution, NTUA-11-00
- Appendix B: Employee Acknowledgement Form
- Appendix C: Outside Employment/Business Disclosure Form
- Appendix D: Conflict Resolution Flow Chart